

**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: January 13 (regular meeting)
- X 4. ABSTRACT OF AUDITED VOUCHERS
- X 5. LISTED CORRESPONDENCE
- X 6. RESOLUTIONS
- X 7. AUDIENCE PARTICIPATION
- X 8. COMMITTEE REPORTS – FOLLOW UP
- X 9. DEPARTMENT HEAD REPORTS
- 10. HEARINGS
- X 11. MISCELLANEOUS
- X 12. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

MONDAY, FEBRUARY 10, 2025

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, January 13, 2025, at 7:00 P.M.

Trustee Mikoley led the pledge to the flag.

MEETINGS TO DATE **22**
NO. OF REGULARS **18**
NO. OF SPECIALS **4**

Attendance:		<u>Attended / Absent</u>
Lynne T. Ruda	Mayor	21 / 1
Cynthia A. Maciejewski	Trustee/ Deputy Mayor	21 / 1
Tammie E. Malone Schaefer	Trustee	22 / 0
John Mikoley	Trustee	22 / 0
William C. Schroeder	Trustee	18 / 2

Also Present:	
Arthur A. Herdzyk	Village Attorney
Michael E. Stegmeier	Clerk-Treasurer
Wayne Cisco	Superintendent of Public Works
Matthew Fischione	Town of Lancaster Supervising Code Enforcement Officer
Captain Jeff Smith	Town of Lancaster Police Department

ACCEPTANCE OF MINUTES

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

Adopted Resolution: **385** 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 12/24/2024 to 1/13/2025.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 79 claims were approved, and that all claims were paid against the:

GENERAL FUND -----	in the amount of	\$	221,720.52
SEWER FUND -----	in the amount of	\$	12,966.28
TRUST FUND -----	in the amount of	\$	2,235.99
CAPITAL FUND -----	in the amount of	\$	8,680.00
EQUIPMENT RESERVE -----	in the amount of	\$	--
COMMUNITY DEVELOPMENT -----	in the amount of	\$	--
SPECIAL REPAIR RESERVE FUND -----	in the amount of	\$	--
For the period from 12/10/2024 To 12/23/2024			

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

General Fund checks # 92439 through # 92497
Sewer Fund checks # 12199 through # 12209
Trust Fund checks # 2593 through # 2595
Capital Fund check # 1956

Adopted Resolution: **386** 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 December 13, 2024 – January 2, 2025.

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

Adopted Resolution: **387** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 2) Correspondence from Robert Heil, SLA Solutions, providing notice of a new application for an on-premises alcoholic beverage license for Spano Enterprises (dba Papi Grande's) to be located at 20 West Main Street as received in the Village Clerk-Treasurer's Office on January 2, 2025, and further requesting a waiver of the 30-day notification requirement to expedite the licensing process.

Motion by Trustee Schroeder and seconded by Trustee Maciejewski to receive and file this correspondence and approve the waiver of the notification requirement as requested.

Adopted Resolution: **388** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 3) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Change in Use application for Lancaster Indoor Bounce House, 11 West Main Street, Suite 980, following review by the Planning Commission at its December 19, 2024 meeting.

Motion by Trustee Maciejewski and seconded by Trustee Malone Schaefer to approve the Change in Use application for Lancaster Indoor Bounce House per the recommendation of the Planning Commission.

Adopted Resolution: **389** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 4) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Site Plan application submitted by William and Lori Skobis for Skoob's Village Grille, 50 Central Avenue, following review by the Planning Commission at its December 19, 2024 meeting.

Motion by Trustee Schroeder and seconded by Trustee Mikoley to approve the Site Plan application for Skoob's Village Grille per the recommendation of the Planning Commission.

Adopted Resolution: **390** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 5) Correspondence from Watts Architects & Engineers providing a proposal for engineering services for storm sewer investigations in Mini-Systems 4 and 7.

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

Adopted Resolution: **391** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 6) Correspondence from NYS Department of State providing confirmation of electronic submission of the Uniform Code and Energy Code Administration and Enforcement Report for Reporting Year 2024 for the Village of Lancaster as prepared and filed by Town of Lancaster Supervising Code Enforcement Officer Matthew Fischione.

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

Adopted Resolution: **392** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

RESOLUTIONS:

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to designate the polling places and hours of the general election to be held on Tuesday, March 18, 2025 as follows:

All Districts (#1 through #7) – Municipal Building, 5423 Broadway

Polls will open at 12:00 Noon and will close at 9:00 p.m.

Adopted Resolution: **393** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to accept and approve a Managed Hosting Agreement with clevermethod in the amount of \$1,275.00 for website hosting services as defined in the agreement.

Adopted Resolution: **394** 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 execute a NYS Grants Contract with the Department of Environmental Conservation for funding in the amount of \$100,000 through the Climate Smart Communities program for the completion of a community Greenhouse Gas (GHG) inventory and a local government climate action plan.

Adopted Resolution: **395** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

AUDIENCE PARTICIPATION:

Tyler Sojka – 125 Court Street: He represents the Lancaster-Depew Rotary Club as Past President. The Rotary Club and the Lancaster Lions Club have expressed interest in the former AM&A’s decorations owned by the Village of Lancaster. He noted that a Rotary Club member received a phone call from Town Councilmember Dawn Schroeder indicating that there are other pieces of decorations that are not in the Village’s possession. He also stated that there is a master list of what was purchased somewhere in

Town Hall, and the Lancaster Industrial Development Agency (LIDA) is looking for this list before a final decision is made regarding transfer of the decorations. There are missing pieces from what was originally purchased by the Village, and he feels that this needs to be addressed to find out what happened to those items before any action is taken.

Mayor Ruda and Trustee Malone Schaefer reviewed that the LIDA resolution gave clear direction that the Village of Lancaster should dispose of the decorations at their discretion with the only condition that any funds received should be used towards new decorations. There was no other request made by LIDA regarding disposition or transfer of the decorations by the Village.

Mr. Sojka questioned what would happen if more pieces of these decorations were found after a decision is made by the Village. He feels that this ambiguity should be addressed before that decision. The Rotary Club and Lions Club are the only parties in Lancaster that are trying to have the decorations kept for use in Lancaster. He stated that the other interested party has not reached out to them to discuss if they are willing to work together and share the decorations in any way.

David Rinow – 15 Weathersfield Avenue: He commented on the opportunity for two (2) dedicated clubs in the Village of Lancaster to take ownership of the AM&A’s decorations and give back to the community. The clubs would be able to fundraise in support of this effort with a benefit to the local food pantry similar to what they do for other decorations currently being used in the Village.

COMMITTEE REPORTS & FOLLOW UPS:

➤ **FINANCE & CLAIMS** – Trustee Schroeder

No report.

➤ **PUBLIC WORKS** – Trustee Mikoley

He noted that during winter periods, the DPW crews are able to work on projects indoors depending on the weather. He will review possible projects in the next few weeks with Superintendent Cisco including flooring at the Lancaster Municipal Building. The flooring project will be moved from the Building, Lights & Codes Committee to the Public Works Committee for future follow-up.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

She commented regarding a vehicle parking situation on the south side of Kelly Court near the entrance to the street. The Lancaster Police Department has been responsive and is monitoring the situation. They have ticketed some vehicles for parking overnight. She encouraged the board members to monitor and inspect the area to consider for possible “no parking” in that neighborhood.

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to approve the purchase of 330 hydrant markers from Country Enterprises, Inc. at the price of \$16.23 each plus shipping for a total cost of \$5,599.75 with funds to be allocated from unassigned fund balance in the General Fund.

ECWA has granted permission to attach the markers to the bonnet of the hydrant and they will also provide replacement bolts, if needed. DPW workers and firefighters are authorized to install the markers, and this process will be coordinated between these 2 departments.

Adopted Resolution: **396** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

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

No report.

➤ **HUMAN RESOURCES** – Trustee Maciejewski

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to hire Stephen Gaglione, 6 Maple Avenue, to the position of Laborer for the Department of Public Works on a probationary basis with a start date of February 3, 2025, with benefits as provided per the union agreement.

Adopted Resolution: **397** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

We will be meeting with Colleen from Sheridan H/R in the next month for a final review of the draft employee handbook.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

She will be scheduling a meeting with merchants and their events committee in the next couple of months to discuss events planned for the year. She expects to have a list of events for 2025 for approval in the next 2 to 3 weeks.

The Dare to Repair Café event is scheduled for March 1, 2025, at the Lancaster Municipal Building and the event is all set to move forward. There is no need for special approval as this is a Village sponsored event being coordinated through the Climate Smart Office.

She had put together a list of AM&A's decorations that are stored at DPW and shared this inventory of items with both interested parties. At this point, the Village Board may proceed with distribution of the decorations at its discretion.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** to transfer and place the inventoried AM&A's decorations currently in possession of the Village of Lancaster with Tom Kazmierczak at no cost for the sale and transfer of these previously designated surplus items.

Adopted Resolution: **398** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

The 175th Anniversary Celebration has ended, and this item can be removed from committee.

The matter of Benches & Relocation of NFTA Bus Stops will be moved to the Public Safety Committee. She noted that this issue should be incorporated with the TAP grant project related to Central Avenue improvements.

➤ **SEWER** – Trustee Mikoley

Brad Sendlak from Watts Architects & Engineers attended the work session prior to the meeting to provide updates regarding their ongoing work. House to house investigations are mostly completed. The remaining homes will be scheduled depending on the weather. The annual report for submission to NYS DEC will be ready for approval at the next board meeting so that it can be submitted by the end of month deadline. A proposal was prepared for storm sewer investigations in Mini-systems 4 & 7. This work is expected to begin this spring based on the timeline approved by the DEC.

➤ **GRANTS** – Mayor Ruda

Firefighter’s Park Renovation

The monument was replaced. We are still waiting on proposed dates from CPL to meet and discuss all pending projects that need to be closed out.

Erie County Planning Grant – Comprehensive Plan Updates

A survey was sent out to schedule the next Steering Committee meeting.

NY Forward – LMB Pocket Park

We are still waiting on the NYS contract before we can move forward with this project.

NY Forward – Small Project Fund

We are waiting to receive the environmental review documents from NYS to move forward.

TAP – Central Ave Streetscape Broadway to Walden

DiDonato Associates is working to get us a contract for engineering & design for approval.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART** – Mayor Ruda

CEC 2-Star Grant – Electric landscaping equipment is authorized and ready to be purchased.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:

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

He commented on the job posting for a part-time clerk in his office. There has been a high response from applicants for this position. He is interviewing candidates, and he hopes to have a recommendation for approval at the next meeting.

There was discussion of a proposal to move future election dates from March to June during the work session prior to the meeting. It was decided that a work session would be needed to review and discuss factors that would be involved with moving the election date and the potential impacts on the official year, budget process, and workload of the Clerk-Treasurer’s office.

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to schedule a work session on Monday, February 3, 2025, at 5:30 p.m. in Council Chambers to discuss a proposal to move the Village election from March to June for future elections.

Adopted Resolution: **399** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

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

He reported during the work session that DPW crews would be able to handle the epoxy flooring in areas of the Municipal Building that were identified for this treatment. The asbestos report will be reviewed for any concerns with asbestos to determine if abatement is required prior to commencing any work.

A separate room is being built at the DPW location for the storage of the new electric battery-powered equipment that is being purchased through a grant.

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

He clarified that there is no proposal required at this time regarding parking regulations on Kelly Court. The situation is pending review and investigation before making a decision as to whether any changes may be necessary.

➤ **FIRE CHIEF** – Eric Feldmann (Absent)

It was noted that Chief Feldmann was absent due to attending OSHA training for Fire Department members this evening.

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

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

The annual report was submitted to NYS last week for 2024 activities. He stated that the number of inspections was below his standard volume that he would like to see mostly due to the transition in services for the code enforcement position in the Village.

He commented regarding sidewalk complaints that are being received after snowfall events. It is not the responsibility of the Village to maintain sidewalks. Owners should be keeping their sidewalks clear and safe for pedestrians from slipping and falling as defined in the code. They should also be discussing this issue with snowplow contractors that are hired to make sure sidewalks are not obstructed with snow after plowing. There is no limitation stated in the code regarding the depth of snow but rather only that sidewalks must be clear of snow and ice.

MISCELLANEOUS:

-None-

ADJOURNMENT:

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to adjourn the meeting at 7:29 p.m.

Adopted Resolution: **400** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer,
Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier
Clerk – Treasurer

ABSTRACT

January 27, 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

January 14, 2025 to January 27, 2025

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	\$ 221,720.52
SEWER FUND -----in the amount of	\$ 12,966.28
TRUST FUND -----in the amount of	\$ 2,235.99
CAPITAL FUND -----in the amount of	\$ 8,680.00
EQUIPMENT RESERVE -----in the amount of	\$
COMMUNITY DEVELOPMENT -----in the amount of	\$
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$

TOTAL 392,762.48

For the period from December 24, 2024 to January 13, 2025

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.....	89
General Fund Ck#.....	92498-92564
Sewer Fund Ck#.....	12210-12214
Trust Fund Ck#.....	2596
Capital Fund Ck#.....	
Community Development Fund Ck#	

Mayor Lynne T. Ruda

Abstract Summary of Funds

Board Meeting Date: January 13, 2025

	<u>General Fund (A)</u>	<u>Sewer Fund (G)</u>	<u>Trust Fund (T)</u>	<u>Capital Fund (H)</u>
Vouchers Paid by Check 2024-2025 Budget	\$ 390,429.35	\$ 833.13	\$ 1,500.00	
Pre-paid vouchers	\$ 22,514.69	\$ 2,196.69		
Payroll Voucher 1/03/2025	\$ 74,818.56	\$ 8,728.73		
FICA Voucher 1/03/2025	\$ 5,770.32	\$ 667.75		
TASC	\$ 7,933.46			
M&T Credit Card	\$ 1,462.66			
TOTALS	\$ 502,929.04	\$ 12,426.30	\$ 1,500.00	\$ -

TOTAL ALL FUNDS \$ 516,855.34

Ranges	Item Status		Purchase Types		Misc
	Open: N	Bid: Y			
	Void: N	State: Y			
	Paid: N	Other: Y			
	Held: N	Exempt: Y			
	Aprv: N				
	Rcvd: Y				

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

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	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00883	01/04/25	NEWSP005				1ST RESPONDER NEWSPAPER					
1		QUARTERLY FIRE NEWSPAPER			E		R	01/04/25	01/04/25		547176
25-00884	01/08/25	ACUIT005				ACUITY SPECIALTY PRODUCTS, INC					
1		HAND CLEANER DPW EMPLOYEES			E		R	01/08/25	01/08/25		9010663999
25-00885	01/10/25	ADPIN005				ADP, INC.					
1		TIME&ATTEND/PROCESSING CHGS			E		R	01/10/25	01/10/25		678999456
25-00886	01/02/25	ADOLF005				CARL ADOLF					
1		ZBA - 12,14,16 W MAIN/5207 BR.			E		R	01/02/25	01/02/25		1/2/2025
25-00887	01/08/25	ALLEI005				JAMES ALLEIN					
1		HPC MEETING- PLANNING LIASON			E		R	01/08/25	01/08/25		1/8/2025
25-00888	01/04/25	AMAZO010				AMAZON CAPITAL SERVICES					
1		LFD MIX OF OFFICE SUPPLIES			E		R	01/04/25	01/04/25		1WK6-4GNM-D1VC
25-00889	01/09/25	AMERI010				AMERICAN ROCK SALT CO LLC					
1		BULK ICE CONTROL SALT			E		R	01/09/25	01/09/25		0774429
25-00890	01/10/25	ERIEC035				ERIE COUNTY GOVERNMENTS					
1		MEMBERSHIP DUES 2025			E		R	01/10/25	01/10/25		2025

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-00900	01/09/25	CRYST005 CRYSTAL ROCK LLC						Account Continued				
2		CTO, DPW AND LIBRARY H2O			\$13.99	A-1620-435-000	E	SHARED SERVICES - CONTRACTU/	R	01/09/25	01/09/25	CR12324
3		CTO, DPW AND LIBRARY H2O			\$81.93	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTU	R	01/09/25	01/09/25	CR12324
					\$109.91							
25-00901	01/02/25	ANDRE015 ANDREW DEBBINS										
1		ZBA - 12,14,16 W MAIN/5207 BR.			\$60.00	A-8010-434-000	E	ZONING- PROF SERVICES ZBA MEN	R	01/02/25	01/02/25	1/2/2025
25-00902	01/10/25	DELAG005 DELAGE LANDEN FINANCIAL SVC										
1		COURT,CTO,CLIMATE SMART COPIER			\$96.85	A-1110-473-000	E	VILLAGE JUSTICE - COPIER MAINTI	R	01/10/25	01/10/25	83400426
2		COURT,CTO,CLIMATE SMART COPIER			\$303.05	A-1325-434-000	E	INANCE TREASURER - PROFESSIO	R	01/10/25	01/10/25	83400426
3		COURT,CTO,CLIMATE SMART COPIER			\$99.41	A-8090-435-000	E	ENVIRONMENTAL - CONTRACTUAL	R	01/10/25	01/10/25	83400426
					\$499.31							
25-00903	01/08/25	DELAG005 DELAGE LANDEN FINANCIAL SVC										
1		DPW- 1/15-2/14 2025			\$259.00	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	01/08/25	01/08/25	83401286
25-00904	01/04/25	DIVAL005 DIVAL SAFETY EQUIP. INC.										
1		BUNKER COAT REPAIR/NAME PLATE			\$169.50	A-3411-260-200	E	FIRE DEPT-HELMETS/SUPPLIES	R	01/04/25	01/04/25	3621188
25-00905	01/10/25	DOBME005 DOBMEIER JANITOR SUPPLY INC										
1		JANITORIAL SUPPLY ALL BUILD.			\$322.03	A-1620-402-000	E	SHARED SERVICES - JANITORIAL S	R	01/10/25	01/10/25	IN008145
2		JANITORIAL SUPPLY ALL BUILD.			\$322.03	A-1621-419-000	E	NORTH END FIRE HALL - JANITORI/	R	01/10/25	01/10/25	IN008145
3		JANITORIAL SUPPLY ALL BUILD.			\$322.04	A-1640-402-000	E	DEPT PUBLIC WORKS-JANITORIAL	R	01/10/25	01/10/25	IN008145
					\$966.10							
25-00906	01/09/25	DONSW005 DON'S WELDING SERVICE INC.										
1		PLOW MOUNT REPAIRS TK 57			\$780.00	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: T	R	01/09/25	01/09/25	20852
25-00907	01/04/25	EATON005 EATON OFFICE SUPPLY										
1		DESK CALENDARS & H2O 4 TRUCKS			\$217.29	A-3411-401-000	E	FIRE DEPT-OFFICE SUPPLIES	R	01/04/25	01/04/25	PINV1244495
25-00908	01/10/25	EATON005 EATON OFFICE SUPPLY										
1		CTO VARIOUS OFFICE SUPPLIES			\$136.02	A-1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	01/10/25	01/10/25	1/3/2025

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

PO #	PO Date	Vendor	Contract	PO Type	Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Revd Date	Chk/Void Date	Invoice
25-00909	01/09/25	EBERL005	EBERL IRON WORKS INC											
1		RE STOCK SIGN SHOP POSTS/BASES	\$446.20	A-5110-412-000	E	STREETS MAINT-SIGNS	R				01/09/25	01/09/25		527186
25-00910	01/08/25	ECKER005	EMMA ECKERT											
1		HPC - MEMBER & SECRETARY DUTY	\$265.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET.	R				01/08/25	01/08/25		1/8/2025
25-00911	01/10/25	ECIDA005	ECIDA											
1		FIREFIGHTERS GRANT ASSISTANCE	\$1,300.00	A-1010-435-400	E	BOARD OF TRUSTEES - GRANT WF	R				01/10/25	01/10/25		1239
25-00912	01/09/25	ERIEC015	ERIE COUNTY COMPTROLLER											
1		SIGNS FOR DPW SIGN SHOP	\$81.50	A-5110-412-000	E	STREETS MAINT-SIGNS	R				01/09/25	01/09/25		1800078211
25-00913	01/08/25	ERIEC015	ERIE COUNTY COMPTROLLER											
1		HIGHWAY SIGNS	\$170.10	A-5110-412-000	E	STREETS MAINT-SIGNS	R				01/08/25	01/08/25		1800078314
25-00914	01/10/25	FIRST010	FIRST DUE EMERGENCY											
1		81 4TH AVE EMERGENCY ENCLOSURE	\$2,844.52	A-3989-475-000	E	BUILDING INSPECTION-PROP MAIN	R				01/10/25	01/10/25		81 4TH AVE
25-00915	01/10/25	GPPC005	GPPC											
1		KARL SCHURKUS	\$75.00	A-9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R				01/10/25	01/10/25		1491349305549
25-00916	01/08/25	GREEN010	GREEN MOUNTAIN ELECTRIC SUPPLY											
1		DPW LED CONVERSION MATERIALS	\$268.91	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R				01/08/25	01/08/25		S5142653.001
25-00917	01/08/25	GREEN010	GREEN MOUNTAIN ELECTRIC SUPPLY											
1		COPPER WIRE LED CONVERSION	\$372.12	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R				01/08/25	01/08/25		S5144185.001
25-00918	01/08/25	GREEN010	GREEN MOUNTAIN ELECTRIC SUPPLY											
1		LED CONVERSION MATERIALS	\$204.34	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R				01/08/25	01/08/25		S5126682.001
25-00919	01/02/25	SMITH005	JENNIE HAUSER											
1		ZBA - 12,14,16 W MAIN/5207 BR.	\$60.00	A-8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R				01/02/25	01/02/25		1/2/2025

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
25-00920		01/08/25	HOMED005	HOME DEPOT CREDIT SVCS					
1	\$59.87	A-1620-450-000	E	SHARED SERVICES - BUILDING & G R		01/08/25	01/08/25		DEC2024
2	\$35.98	A-1621-453-000	E	NORTH END F.H.-BUILD & GROUND R		01/08/25	01/08/25		DEC2024
3	\$94.32	A-1640-402-000	E	DEPT PUBLIC WORKS-JANITORIAL R		01/08/25	01/08/25		DEC2024
4	\$297.00	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD R		01/08/25	01/08/25		DEC2024
5	\$41.74	A-5010-402-000	E	STREETS ADMINISTRATION-OFFICE R		01/08/25	01/08/25		DEC2024
6	\$17.96	A-5110-412-000	E	STREETS MAINT-SIGNS R		01/08/25	01/08/25		DEC2024
7	\$54.90	A-5110-419-000	E	STREETS MAINT-TOOLS & PAINT R		01/08/25	01/08/25		DEC2024
8	\$29.94	A-5132-414-000	E	SNOW REMOVAL-MATERIALS-SNOW R		01/08/25	01/08/25		DEC2024
9	\$109.29	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD E R		01/08/25	01/08/25		DEC2024
	\$741.00								
25-00921		01/10/25	HOMET005	HOMETOWN FIREFIGHTER & EMS					
1	\$6,779.00	A-9060-900-000	E	EMPLOYEE BENEFITS-SERVICE AV. R		01/10/25	01/10/25		2025
25-00922		01/08/25	HUNTE005	HUNTER KEYSTONE PETERBILT					
1	\$287.15	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT. T R		01/08/25	01/08/25		X207171360:01
25-00923		01/08/25	KACAL005	KACALA, JEANINE					
1	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET R		01/08/25	01/08/25		1/8/2025
25-00924		01/08/25	KAMIN005	KAMINSKI & SONS TRUCK EQUIP.					
1	\$56.97	A-5132-414-000	E	SNOW REMOVAL-MATERIALS-SNOW R		01/08/25	01/08/25		95917
25-00925		01/08/25	KENWO005	KENWORTH NORTHEAST GROUP INC					
1	\$574.05	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT. T R		01/08/25	01/08/25		BI475734
25-00926		01/08/25	KENWO005	KENWORTH NORTHEAST GROUP INC					
1	\$1,445.90	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT. T R		01/08/25	01/08/25		BI476014
25-00927		01/09/25	KENWO005	KENWORTH NORTHEAST GROUP INC					
1	\$5,232.34	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT. T R		01/09/25	01/09/25		BI474577

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
25-00934 01/09/25 NOCOE005 NOCO ENERGY CORP- FUELS				Account Continued				
1 DIESEL FUEL	\$207.63	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	01/09/25 01/09/25		SP12943646
2 DIESEL FUEL	\$648.80	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	01/09/25 01/09/25		SP12943646
3 DIESEL FUEL	\$863.78	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	01/09/25 01/09/25		SP12943646
4 DIESEL FUEL	\$319.55	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	01/09/25 01/09/25		SP12943646
	\$2,039.76							
25-00935 01/09/25 NOCOE005 NOCO ENERGY CORP- FUELS								
1 DIESEL FUEL	\$187.63	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	01/09/25 01/09/25		SP12943646
2 DIESEL FUEL	\$99.65	A -3989-417-000	E	BUILDING INSP-CODE OFCR FUEL	R	01/09/25 01/09/25		SP12943646
3 DIESEL FUEL	\$756.85	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	01/09/25 01/09/25		SP12943646
4 DIESEL FUEL	\$798.56	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	01/09/25 01/09/25		SP12943646
5 DIESEL FUEL	\$229.47	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	01/09/25 01/09/25		SP12943646
	\$2,072.16							
25-00936 01/08/25 NOCOE005 NOCO ENERGY CORP- FUELS								
1 UNLEADED FUEL	\$301.01	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	01/08/25 01/08/25		SP12942764
2 UNLEADED FUEL	\$187.20	A -8160-416-000	E	REFUSE & GARBAGE-GASOLINE &	R	01/08/25 01/08/25		SP12942764
3 UNLEADED FUEL	\$163.19	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	01/08/25 01/08/25		SP12942764
4 UNLEADED FUEL	\$96.47	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	01/08/25 01/08/25		SP12942764
	\$747.87							
25-00937 01/08/25 NORTH045 NORTHRIDGE NURSERY AND GARDEN								
1 MATERIALS 4 FALL TREE PLANTING	\$335.51	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	01/08/25 01/08/25		875623
25-00938 01/08/25 N0000015 N Y S E G								
1 DPW ACCOUNT 11/5-12/5	\$6,539.34	A -1640-439-000	E	DEPT PUBLIC WORKS - ELECTRIC	R	01/08/25 01/08/25		1001011952
25-00939 01/09/25 N0000015 N Y S E G								
1 5386 BROADWAY & 16 W. MAIN	\$98.51	A -7110-441-000	E	PARKS-WATER	R	01/09/25 01/09/25		1025-2259-743
2 5386 BROADWAY & 16 W. MAIN	\$7.46	A -8510-438-000	E	BEAUTIFICATION - CBD TREES / RE	R	01/09/25 01/09/25		1025-2259-743
	\$105.97							
25-00940 01/09/25 N0000015 N Y S E G								
1 37 CENTRAL AVE.	\$67.12	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	01/09/25 01/09/25		10018339308

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-00941	01/10/25	NYS COF. OF MAYORS & MUNI. OF										
1		ZONING/PLANNING HAUSER WEBINAR	\$75.00	A-8010-471-000	E	ZONING - EDUCATION & TRAINING	R			01/10/25	01/10/25	13274
25-00942	01/08/25	PARISE MECHANICAL, INC										
1		CTO OFFICE SERVICE CALL	\$295.00	A-1620-435-000	E	SHARED SERVICES - CONTRACTU/	R			01/08/25	01/08/25	\$24-670
25-00943	01/09/25	PARISE MECHANICAL, INC										
1		DPW-CEILING HEATER BAD MOTOR	\$1,358.40	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R			01/09/25	01/09/25	\$24-752
25-00944	01/08/25	PARISE MECHANICAL, INC										
1		REPAIR HEATER - DPW	\$567.46	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R			01/08/25	01/08/25	\$24-705
25-00945	01/08/25	SITE ONE LANDSCAPE SUPPLY, LLC										
1		JET BLUE ICE MELT ALL BUILDING	\$139.04	A-1620-450-000	E	SHARED SERVICES - BUILDING & G	R			01/08/25	01/08/25	148899871-001
2		JET BLUE ICE MELT ALL BUILDING	\$139.04	A-1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R			01/08/25	01/08/25	148899871-001
3		JET BLUE ICE MELT ALL BUILDING	\$139.04	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R			01/08/25	01/08/25	148899871-001
4		JET BLUE ICE MELT ALL BUILDING	\$139.03	A-5132-414-000	E	SNOW REMOVAL-MATERIALS-SNOV	R			01/08/25	01/08/25	148899871-001
			\$556.15									
25-00946	01/09/25	STAPLES BUSINESS CREDIT										
1		DPW OFFICE & JANITORIAL SUPP.	\$40.47	A-1620-402-000	E	SHARED SERVICES - JANITORIAL S	R			01/09/25	01/09/25	6020200654
2		DPW OFFICE & JANITORIAL SUPP.	\$40.47	A-1621-419-000	E	NORTH END FIRE HALL - JANITORI/	R			01/09/25	01/09/25	6020200654
3		DPW OFFICE & JANITORIAL SUPP.	\$40.48	A-1640-402-000	E	DEPT PUBLIC WORKS-JANITORIAL	R			01/09/25	01/09/25	6020200654
4		DPW OFFICE & JANITORIAL SUPP.	\$49.68	A-5010-402-000	E	STREET'S ADMINISTRATION-OFFICE	R			01/09/25	01/09/25	6020200654
			\$171.10									
25-00947	01/08/25	STONEBRAKER, NANCY										
1		HPC MEETING	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET.	R			01/08/25	01/08/25	1/8/2025
25-00948	01/10/25	SWARTZMEYER, BETHANY										
1		REFUND OF SEWER WAIVER	\$1,500.00	T-030-000	G	GUARANTY & BID DEPOSITS	R			01/10/25	01/10/25	8/28/2024

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

01/13/2025
12:10 PM

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
25-00949	01/10/25	TECHN015	TECHNET MSP LLC											
1	FEBRUARY 2025				\$4,133.00	A-1325-435-200	E	FINANCE TREASURER - SVC MAINT	R		01/10/25	01/10/25	1500	
2	FEBRUARY 2025				\$1,653.00	A-3411-477-000	E	FIRE DEPT-RED ALERT PROG/INFO	R		01/10/25	01/10/25	1500	
					\$5,786.00									
25-00950	01/10/25	THOMS005	THOMSON REUTERS - WEST PAYMENT											
1	DECEMBER 2024 CHARGES				\$161.75	A-1420-409-000	E	LAW - LAW BOOKS	R		01/10/25	01/10/25	851283226	
25-00951	01/10/25	TOLLS005	TOLLS BY MAIL											
1	LFD TOLL CHARGES				\$8.97	A-3411-472-000	E	FIRE DEPT-EXPENSE/TRAVEL -INSF	R		01/10/25	01/10/25	18224327604	
25-00952	01/10/25	TOWN005	TOWN OF LANCASTER											
1	4TH QTR 2024 SALES TAX DISTR.				\$319,718.12	A-3120-475-000	E	POLICE-LANCASTER POLICE - SALI	R		01/10/25	01/10/25	4TH QTR	
25-00953	01/10/25	TOWN005	TOWN OF LANCASTER											
1	NOV/DEC 2024 CEMCA				\$5,084.00	A-3989-435-000	E	BLDG INSPECTION-TOWN CONTRA	R		01/10/25	01/10/25	NOV/DEC	
25-00954	01/08/25	TKELE005	TK Elevator Corp											
1	ELEVATOR MAIT LMB				\$1,547.58	A-1620-450-000	E	SHARED SERVICES - BUILDING & G	R		01/08/25	01/08/25	300858927	
25-00955	01/08/25	UDIGN005	UDIG-NY											
1	LATE + RESPONSES 10/11/12 2024				\$30.00	G-8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R		01/08/25	01/08/25	24120952	
25-00956	01/08/25	VERIZ015	VERIZON											
1	DPW FLEET TRACKING				\$147.75	A-5110-435-000	E	STREETS MAINT-SERVICES MAINT	R		01/08/25	01/08/25	348000060248	
2	DPW FLEET TRACKING				\$147.75	A-5132-430-000	E	SNOW REMOVAL-CONTRACTUAL S	R		01/08/25	01/08/25	348000060248	
3	DPW FLEET TRACKING				\$147.75	A-7110-414-000	E	PARKS-MATERIALS-OTHER	R		01/08/25	01/08/25	348000060248	
4	DPW FLEET TRACKING				\$147.75	A-8560-476-000	E	SHADE TREES-CONTR REMOVAL B	R		01/08/25	01/08/25	348000060248	
5	DPW FLEET TRACKING				\$147.75	G-8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R		01/08/25	01/08/25	348000060248	
					\$738.75									
25-00957	01/04/25	VFPAS010	VFPASNY											
1	LFD ACTIVE FIRE POLICE DUES				\$75.00	A-3411-439-000	E	FIRE DEPT-FIRE POLICE	R		01/04/25	01/04/25	2025	

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-00958	01/02/25	VOLPE005	JAMES F. VOLPE									
1	ZBA - 12,14,16 W MAIN/5207 BR.			E	\$60.00	A -8010-434-000		ZONING- PROF SERVICES ZBA MEM R		01/02/25 01/02/25		1/2/2025
25-00959	01/08/25	WELLS025	WELLS, NICK									
1	HPC MEETING			E	\$90.00	A -7520-434-000		HIST DIST-PROF SVC-HPC SECRET. R		01/08/25 01/08/25		1/8/2025
25-00960	01/04/25	WEXBA010	WEX BANK									
1	FUEL CHIEF VEHICLES RESCUE 7			E	\$481.57	A -3411-416-000		FIRE DEPT-GASOLINE & OIL R		01/04/25 01/04/25		101941001
25-00961	01/10/25	WMSCH005	WM SCHUTT & ASSOCIATES, PC									
1	PROF SVCS PERIOD ENDING 12/28			E	\$1,164.75	A -1010-435-900		BOARD OF TRUSTEES - ENGINEER R		01/10/25 01/10/25		34613
25-00962	01/08/25	WMCOR005	WM CORPORATE SERVICES INC									
1	DUMPSTER SVCS DPW/LMB			E	\$598.53	A -8160-434-000		REFUSE & GARBAGE-CONTRACT S R		01/08/25 01/08/25		5080327-1342-4
25-00963	01/10/25	WOODC005	WOODCUTTERS HEADQUARTERS INC.									
1	BOLTS AND GLOVES TREE CREW			E	\$49.98	A -5010-442-000		STREETS ADMINISTRATION-SAFET R		01/10/25 01/10/25		521457
2	BOLTS AND GLOVES TREE CREW			E	\$104.95	A -8560-452-000		SHADE TREES-TRUCK REPAIR & M. R		01/10/25 01/10/25		521457
					\$154.93							

Total Purchase Orders: 81 Total P.O. Line Items: 133 Total List Amount: \$392,762.48 Total Void Amount: \$0.00

LANCASTER VILLAGE
 Purchase Order Listing By P.O. Number

Totals by Year-Fund		Fund Description		Fund	Expend Total	Revenue Total	G/L Total	Total
	5-A		\$390,429.35		\$0.00	\$0.00	\$0.00	\$390,429.35
	5-G		\$833.13		\$0.00	\$0.00	\$0.00	\$833.13
	5-T		\$0.00		\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
Total Of All Funds:			<u>\$391,262.48</u>		<u>\$0.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>	<u>\$392,762.48</u>

Totals by Fund		Fund Description		Fund	Expend Total	Revenue Total	G/L Total	Total
	A		\$390,429.35		\$0.00	\$0.00	\$0.00	\$390,429.35
	G		\$833.13		\$0.00	\$0.00	\$0.00	\$833.13
	T		\$0.00		\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
Total Of All Funds:			<u>\$391,262.48</u>		<u>\$0.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>	<u>\$392,762.48</u>

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	\$390,429.35	\$0.00	\$0.00	\$0.00	\$390,429.35
	5-G	\$833.13	\$0.00	\$0.00	\$0.00	\$833.13
	Total Of All Funds:	\$391,262.48	\$0.00	\$0.00	\$0.00	\$391,262.48

PO #	PO Date	Vendor	Contract	PO Type
25-00880	12/31/24	CHART020	CHARTER COMMUNICATION	
1	LMB,DPW,NEFH - INTERNET/VOICE	\$544.92	A -1325-474-000	E
25-00881	12/31/24	N0000015	N Y S E G	
1	RICHMOND AVE. 10/22-12/20 2024	\$110.13	A -7110-438-000	E
25-00882	12/31/24	HIGHM005	HIGHMARK BCBSWNY	
1	EMP HEALTH INSURANCE 01/2025	\$21,859.64	A -9060-800-000	E
2	EMP HEALTH INSURANCE 01/2025	\$2,196.69	G -9060-800-000	E
		\$24,056.33		

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
1	\$544.92	A -1325-474-000	E	FINANCE TREASURER - WEB SITE	R	12/31/24	12/31/24		VARIOUS
1	\$110.13	A -7110-438-000	E	PARKS-ELECTRIC	R	12/31/24	12/31/24		1004-9304-933
1	\$21,859.64	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & R	R	12/31/24	12/31/24		JANUARY 2025
2	\$2,196.69	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & N R	R	12/31/24	12/31/24		JANUARY 2025

Total Purchase Orders: 3 Total P.O. Line Items: 4 Total List Amount: \$24,711.38 Total Void Amount: \$0.00

Ranges
 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

Totals by Year-Fund						
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total	
	5-A	\$22,514.69	\$0.00	\$0.00	\$22,514.69	
	5-G	\$2,196.69	\$0.00	\$0.00	\$2,196.69	
Total Of All Funds:		<u>\$24,711.38</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24,711.38</u>	
Totals by Fund						
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total	
	A	\$22,514.69	\$0.00	\$0.00	\$22,514.69	
	G	\$2,196.69	\$0.00	\$0.00	\$2,196.69	
Total Of All Funds:		<u>\$24,711.38</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24,711.38</u>	

Batch Id: PAYROLL Batch Date: 01/03/25 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 1/3/2025 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 1/3/2025 Cr: A -200-000 CASH	2,477.65		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 Cr: A -200-000 CASH	4,730.15		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 Cr: A -200-000 CASH	246.84		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	190.26		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	23,242.72		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 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 1/3/2025 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 1/3/2025 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 1/3/2025 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 1/3/2025 Cr: A -200-000 CASH	7,053.43		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	6,803.67		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	15,400.24		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	340.74		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 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 1/3/2025 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 1/3/2025 Cr: A -200-000 CASH	2,766.46		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	276.08		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	737.42		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: A -200-000 CASH	1,759.24		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 Cr: A -522-000 EXPENDITURE CONTROL	610.51-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 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 1/3/2025 Cr: G -200-000 CASH	2,725.63		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/3/2025 Cr: G -200-000 CASH	6,003.10		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 Cr: A -200-000 CASH	1,633.50		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/3/2025 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 1/3/2025 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 1/3/2025 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 1/3/2025 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 1/3/2025 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 12/06/2024 Cr: A -200-000 CASH	2,800.50		41

WARNING: This account would have a negative balance: A -7550-100-000. Balance would be: 51,621.89-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	74,818.56	0.00	0.00	0.00	0.00	0.00
	G	8,728.73	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		83,547.29	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	83,547.29
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	39	

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

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

Batch Id: FICA Batch Date: 01/03/25 Batch Type: Recurring

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 1/03/2025 Cr: A -200-000 CASH	5,770.32		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 1/03/2025 Cr: G -200-000 CASH	667.75		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,770.32	0.00	0.00	0.00	0.00	0.00
	G	667.75	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,438.07	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,438.07
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: TASC Batch Date: 01/07/25 Batch Type: Standard

Account No.	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	Expenditure	December HRA Transactions	7,933.46		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	7,933.46	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		7,933.46	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	7,933.46
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.

Batch Id: CREDITCD Batch Date: 11/30/24 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -3990-474-000 DISASTER PREP- WEBSITE & INFO TECHNOLOGY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SCOTT KULMEY - BLUE DOCK MEDIA Cr: A -200-000 CASH	64.00		1
A -3990-479-000 DISASTER PREPAREDNESS-PAGERS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SCOTT KULMEY - RAPID FAX Cr: A -200-000 CASH	11.99		2
A -1325-474-000 FINANCE TREASURER - WEB SITE & INTERNET Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-ADOBE-CTO OFFICE - 2 ACCOUNTS Cr: A -200-000 CASH	47.98		3
A -5010-403-000 STREETS ADMINISTRATION-COMPUTER SOFTWARE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-DPW OFFICE - 1 ACCOUNT Cr: A -200-000 CASH	23.99		4
A -7550-420-000 CELEBRATIONS-MISC OVERHEAD EXPENSES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW- APPLE MUSIC FOR DOWNTOWN IPOD Cr: A -200-000 CASH	10.99		5
A -1325-401-000 FINANCE TREASURER - OFFICE SUPPLIES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	CTO - 1000 GUM ENVELOPES FOR PAYROLL Cr: A -200-000 CASH	86.95		6
A -3411-477-000 FIRE DEPT-RED ALERT PROG/INFO & TECH Db: A -522-000 EXPENDITURE CONTROL	Expenditure	FIRE-VECTOR CHECK IT-ENTERPISE SUBSCIP. Cr: A -200-000 CASH	480.00		7
A -5110-452-000 STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-NYS VEHICLE INSP. STATION AUTHORIZ. Cr: A -200-000 CASH	250.00		8
A -5132-452-000 SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-NYS VEHICLE INSP. STATION AUTHORIZ. Cr: A -200-000 CASH	250.00		9
A -5110-452-000 STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-NYS VEHICLE INSP. REPLACEMENT RIBBON Cr: A -200-000 CASH	12.00		10
A -5132-452-000 SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-NYS VEHICLE INSP. REPLACEMENT RIBBON Cr: A -200-000 CASH	12.00		11
A -5110-419-000 STREETS MAINT-TOOLS & PAINT Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-TOOL RANCH - SHOP TOOLS Cr: A -200-000 CASH	69.00		12
A -7550-425-000 CELEBRATIONS-CHRISTMASVLL/TREE LIGHTING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-BIG LOTS-SNOWFLAKE DECORATIONS Cr: A -200-000 CASH	143.76		13

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	1,462.66	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		1,462.66	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	13	1,462.66
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:	13	

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

LISTED CORRESPONDENCE

January 27, 2025

	1 st Motion	2 nd Motion	
1.	_____	_____	Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, inspections, and open complaints that were filed for properties within the Village of Lancaster from January 2, 2025 – January 16, 2025.
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
2.	_____	_____	Correspondence from Paul J. D’Orlando, Principal Contract Monitor, Erie County Department of Environment and Planning, providing notice that the Pleasant Avenue Sewer Rehabilitation Project was not recommended for funding through the Community Development Block Grant (CDBG) Program.
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
3.	_____	_____	Correspondence from Thomas P. Schuster, owner of 17 St. Mary’s Street, stating his interest to purchase a portion of the property currently owned by the Village of Lancaster located directly to the east of his property.
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
4.	_____	_____	Correspondence from Arthur J. Gallagher Risk Management Services, LLC providing an insurance proposal for Cyber Liability Coverage.
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
5.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending that the Village of Lancaster declare Lead Agency for SEQR review regarding the site plan for the Key Capture Battery Energy Storage System project at 188 & 192 Erie Street.
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
6.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending for the Village of Lancaster to adopt a model law for future energy projects.
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
7.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
8.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
9.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	
10.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File</i> <i>Refer to:</i>	

LISTED # 1
CORRESPONDENCE
MEETING DATE 1/27 2025

VILLAGE COVER SHEET

January 21, 2025 BOARD MEETING

PERMITS ISSUED 11

VILLAGE PERMIT TOTAL

INSTALL SIGN	1
GENERATOR	1
DUMPSTER	1
INSTALL RESIDENTIAL PLUMBING	4
ERECT RESIDENTIAL ADD/ALT	3
ERECT COMMERCIAL ADD/ALT	1
TOTAL PERMITS FOR THE VILLAGE	11

Home Power Systems LLC	38 Aurora St.	Generator
Nicholas Tagliarino	8 Oakwood Ave.	Residential Alt/add
Cellino Plumbing Inc.	68 Fifth Ave.	Residential Plumb
Andrew Eising	151 Sawyer Ave.	Residential Alt/add
Jim Ando Plumbing Inc	120 Erie St.	Residential Plumb
11 Robert Drive LLC	11 Robert Dr.	Sign
Lancaster Plumbing Pipework	156 Central Ave.	Residential Plumb
Lancaster Plumbing Pipework	9 Kurtz Ave.	Residential Plumb
Independent Housing Inc.	23 Oxford Pl.	Dumpster
Lehigh Construction Group	23 Oxford Pl.	Residential Alt.add.

Town of Lancaster

Inspections Report

Start Date: 01/01/2025 End Date: 01/17/2025

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

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
115.03-1-37	4913 Transit Rd (AMF Lancaster Lanes)	Lancaster Lanes	01/06/2025	Assembly- 1 yr	William T. Revelas	In Progress
116.02-2-10.11	5979-5991 Broadway St (GreenField Terrace)	GreenField Terrace	01/07/2025	Business - 3 yr	William T. Revelas	In Progress
82.03-1-50.111	6643 Transit Rd (Cracker Barrel Restaurant)	Cracker Barrel #298	01/08/2025	Assembly- 1 yr	William T. Revelas	In Progress
104.82-1-15.22	42 Aurora St	CMK Builders of Alder, Inc 716-901-1898	01/08/2025	Business - 3 yr	Ronald Capozzi	In Progress
82.19-1-41	5363 Genesee St (Danzel Dengler & Roberts Funeral Home)	Danzel, Dengler & Roberts Funeral Home	01/10/2025	Assembly- 1 yr	William T. Revelas	Pass
95.00-4-31.1/A	4437 Walden Ave (Oetiker)	Oetiker	01/13/2025	Business - 3 yr	William T. Revelas	In Progress
104.83-2-17	5476 Broadway St (lower left) (Balance Bites)	Simply Boba Bubble Tea & Banh Mi	01/13/2025	Business - 3 yr	Ronald Capozzi	Pass
104.33-1-34	3524 Walden Ave (Dunn Tire)	Dunn Tire 716-681-8122	01/15/2025	Business - 3 yr	Bryan Pokorski	Fail
126.54-1-63.1	4711 Transit Rd (VP Nail Bar)	Phung Pham	01/15/2025	Business - 3 yr	Rob Rendon	Pass

Total Inspections: 9

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 01/02/25</i>						
2025-0002	12 Milton Dr	115.10-9-17	Exterior Property Maint	Open	Thaddeus Edwards	
						Open Date: 01/02/25 Total #: 1
<i>Open Date: 01/03/25</i>						
2025-0006	156 Central Ave	104.15-12-16	Misc	Closed	Charter Homes, LLC	
						Open Date: 01/03/25 Total #: 1
<i>Open Date: 01/06/25</i>						
2025-0007	64 Pardee Ave	115.36-1-2	Trash/Rubbish	Open	Daniel Palumbo	
						Open Date: 01/06/25 Total #: 1
<i>Open Date: 01/07/25</i>						
2025-0020	23 Oxford Ave	115.11-3-6	Misc	Open	Independent Housing Inc	
						Open Date: 01/07/25 Total #: 1
<i>Open Date: 01/08/25</i>						
2025-0023	42 Cowing St	104.15-17-25	Misc	Closed	James Wolski	
2025-0024	48 Cowing St	104.15-17-22	Misc	Open	Laverack, LLC	
						Open Date: 01/08/25 Total #: 2
<i>Open Date: 01/10/25</i>						
2025-0026	3589 Walden Ave	104.11-6-5	Misc	Open	Rodney McKeown	
2025-0027	1817 Como Park Blvd	115.10-5-1	Interior Property Maint	Closed	W.K.J. Group, LLC	
2025-0029	26 Washington St	104.84-1-24	Work w/out Permit	Open	75 Central of WNY, LLC	
						Open Date: 01/10/25 Total #: 3
<i>Open Date: 01/13/25</i>						
2025-0030	51 Park Blvd	115.26-2-12	Unregistered Vehicle	Open	Michael Schaefer	
						Open Date: 01/13/25 Total #: 1
<i>Open Date: 01/14/25</i>						
2025-0032	24 Inwood Pl	104.84-1-13	Exterior Property Maint	Open	Robert Snajder	
2025-0039	123 Norris Ave	115.07-14-1	Exterior Property Maint	Open	Nico Catanzaro	
2025-0041	127 Norris Ave	115.07-14-2	Exterior Property Maint	Open	Kathy Mc Cubbin	
2025-0043	131 Norris Ave	115.07-14-3	Exterior Property Maint	Open	Kristen Bauder	
2025-0044	11 Wilma Dr	115.07-14-10	Exterior Property Maint	Open	Diane Mineo	
2025-0045	15 Wilma Dr	115.07-14-11	Exterior Property Maint	Open	Judith Ann Monin	
2025-0046	19 Wilma Dr	115.07-14-12	Exterior Property Maint	Open	Colleen Zack	
2025-0047	23 Wilma Dr	115.07-14-13	Exterior Property	Open	Mitchell Forbes	

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
			Maint			
2025-0048	40 Wilma Dr	115.07-13-23	Exterior Property	Open	Darlene Lozada	
			Maint			
2025-0049	44 Wilma Dr	115.07-13-22	Exterior Property	Open	Susan Lynch	
			Maint			
2025-0050	43 Wilma Dr	115.07-12-27	Exterior Property	Open	Sean McGuire	
			Maint			
2025-0051	47 Wilma Dr	115.07-12-28	Exterior Property	Open	Joseph McKernan	
			Maint			
2025-0052	48 Wilma Dr	115.07-13-21	Exterior Property	Open	William Malican	
			Maint			
2025-0053	52 Wilma Dr	115.07-13-20	Exterior Property	Open	Ronald Andres	
			Maint			
2025-0054	65 Wilma Dr	115.07-12-31	Exterior Property	Open	James Robinson	
			Maint			
2025-0055	67 Wilma Dr	115.07-12-32	Exterior Property	Open	Rose Cubera	
			Maint			
2025-0056	69 Wilma Dr	115.07-12-33	Exterior Property	Open	Dawn Schmitt	
			Maint			
2025-0058	39 Benson Dr	115.07-13-10	Exterior Property	Open	Paul Gregg	
			Maint			
2025-0059	26 Benson Dr	115.07-4-14	Exterior Property	Open	Kenneth Ryan	
			Maint			
2025-0062	28 Grant St	104.80-3-10	Exterior Property	Open	Jodi Demerly	
			Maint			
2025-0063	25 Grant St	115.07-3-2	Exterior Property	Open	Dennis Pietrantoni	
			Maint			
2025-0064	29 Grant St	115.07-3-3	Exterior Property	Open	Kathleen Fox	
			Maint			
2025-0065	33 Grant St	115.07-3-4	Exterior Property	Open	Richard Kulinski	
			Maint			
2025-0066	32 Grant St	104.80-3-9	Exterior Property	Open	Karen Deutschlander	
			Maint			
2025-0067	89 Bowen Ave	115.07-3-5	Exterior Property	Open	Richard Dombrowski	
			Maint			
2025-0068	93 Field Ave	115.07-4-7	Exterior Property	Open	Henry Ciesla	
			Maint			
2025-0069	101 Field Ave	115.07-4-10	Exterior Property	Open	Sebastian Constantino	
			Maint			
2025-0070	81 Kurtz Ave	115.07-5-5	Exterior Property	Open	Sarah VanBuren	
			Maint			
2025-0071	43 Kurtz Ave	115.25-2-9	Exterior Property	Open	Kathleen Holtermann	
			Maint			
2025-0072	41 Kurtz Ave	115.25-2-8	Exterior Property	Open	Nicholas McLaughlin	
			Maint			
2025-0073	44 Garfield St	115.25-2-5	Exterior Property	Open	Valerie Bello	
			Maint			
2025-0074	54 Garfield St	115.25-2-2	Exterior Property	Open	Cheri Clark	
			Maint			
2025-0075	52 Grant St	115.25-1-10	Exterior Property	Open	Kimberly Kozak	
			Maint			

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
2025-0084	11 Cowing St	104.15-1-9	Unregistered Vehicle	Open	Jannat Arif	
2025-0085	19 Cowing St	104.15-1-10	Exterior Property Maint	Open	Bryan Betschen	
Open Date: 01/14/25 Total #: 35						
<i>Open Date: 01/15/25</i>						
2025-0086	28 Parkside Dr	115.11-9-11	Misc	Closed	Kelly O'Brien	
2025-0087	15 Oxford Ave	115.11-3-4	Exterior Property Maint	Open	Kenneth Obstarczyk	
2025-0088	6 W Main St	104.82-1-5	Misc	Closed	DPL Delaware Corp	
2025-0089	3531 Walden Ave	104.11-4-3	Work w/out Permit	Open	Emily Davis	
Open Date: 01/15/25 Total #: 4						
<i>Open Date: 01/16/25</i>						
2025-0097	85 Fairfield Ave	115.11-1-34	Misc	Open	Daryl Brillhart	
Open Date: 01/16/25 Total #: 1						
Grand Total: 50						



LISTED # 2
CORRESPONDENCE
DATE 1/27/2025

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING

DANIEL R. CASTLE, AICP
COMMISSIONER

THOMAS E. BAINES, ESQ
DEPUTY COMMISSIONER

January 10, 2025

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

Dear Mayor Ruda:

The Project Selection Committee of the Community Development Block Grant Consortium has completed their review of the community project applications for funding in the Year 2025 Twenty-five (25) applications were received, having a dollar value of \$3,159,094.00.

Unfortunately, the following projects submitted by the Village of Lancaster were not recommended for inclusion in the Consortium Year 2025 funding application to the Federal Department of Housing and Urban Development:

Pleasant Avenue Sewer Rehabilitation Project	\$150,000.00
--	--------------

In the event you wish to review the scoring process, please contact me at (716)858-2194. Thank you for the time and effort your municipality devoted to preparing the applications.

Very truly yours,

PAUL J. D'ORLANDO
Principal Contract Monitor

PJD/jw
2025 CDBG Projects Unfunded Letters.Doc

LISTED # 3
CORRESPONDENCE
RECEIVING DATE 1/27/2025

Equity Trust Company FBO
Thomas P. Schuster, IRA
PO Box 461
Lancaster, NY 14086
(716) 861-6359

716 8681 8847 OFFICE

January 13, 2025

Village Board of Lancaster
5423 Broadway
Lancaster, NY 14086

Dear Board Members:

I am the current owner of 17 St. Marys Street, Lancaster, NY. I would like to purchase 13' of the East neighboring property currently owned by the Village of Lancaster.

The driveway to the West of my property is a shared driveway with 21 St. Marys.

You can tell, by the stoned driveway to the East, that it has been historically used by prior owners for a more convenient and safer entry and exit to 17 St. Marys.

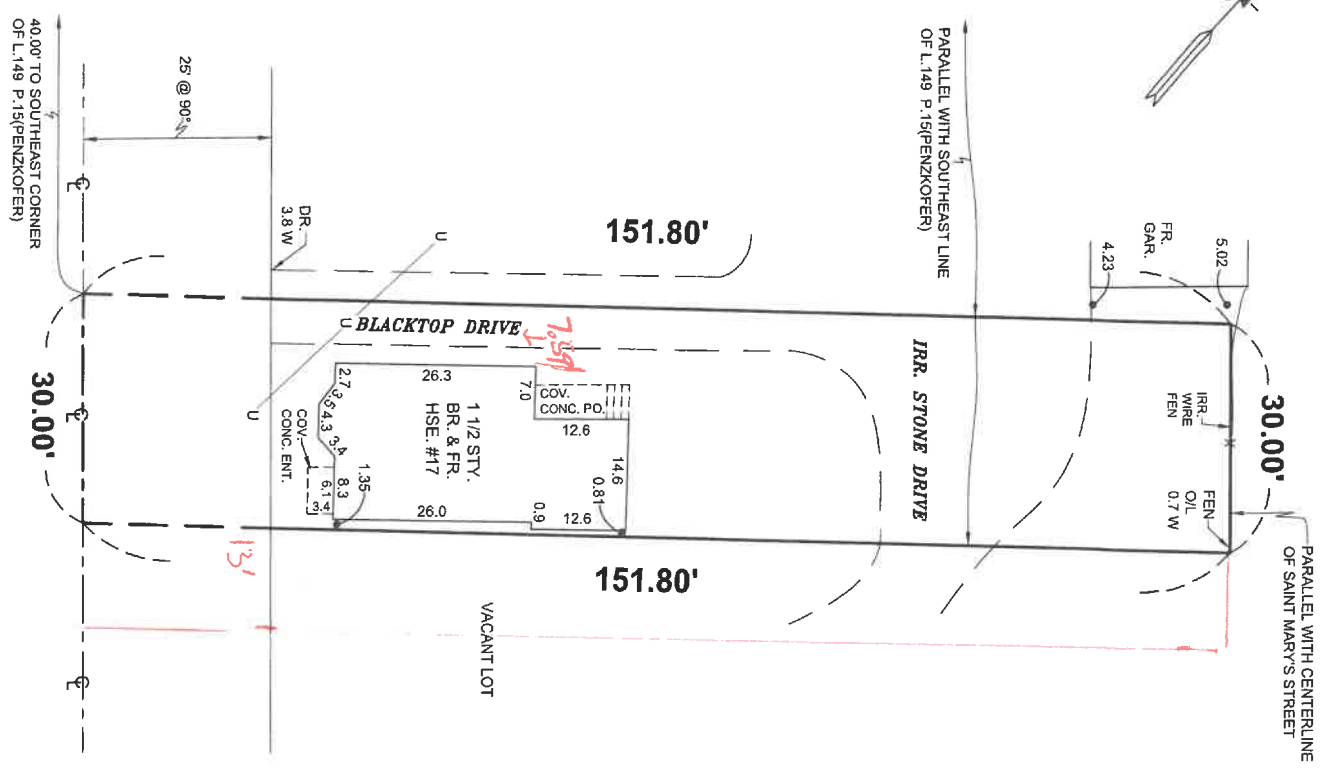
Respectfully submitted,


Thomas P. Schuster

RECEIVED

JAN 13 2025

Village of Lancaster
Public Works Office



17 SAINT MARY'S (50' WIDE) STREET

LISTED # 4
CORRESPONDENCE
MEETING DATE 1/27/2025

Proposal of Insurance

Village of Lancaster

5423 Broadway
Lancaster, NY 14086

Presentation Date: February 01, 2025

Arthur J Gallagher Risk Management Services, LLC
A/JG License Nos. IL 100292093 / CA 0D69293



Gallagher

Insurance | Risk Management | Consulting

Village of Lancaster

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions. We have negotiated with additional markets this year to find the best policy premiums and terms for you

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Cyber Liability

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Additional Limits

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, "***Client Authorization to Bind Coverage***":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Kyle Scott

Kyle Scott

Area Assistant Vice President, Cyber



Coverage Summary

Renewal Program				
Carrier	Coverage	Limit of Liability	Retention/ Deductible	Prior and Pending Litigation Date
State National Insurance Company Inc.	Cyber Liability	\$1,000,000	\$5,000	Policy Inception
Travelers Excess and Surplus Lines Company	Cyber Liability	\$1,000,000	\$10,000	01/01/2025



Village of Lancaster

Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Renewal Option
		State National Insurance Company Inc. (CFC)
Cyber Liability	Premium Estimated Cost*	\$1,570.00 \$1,570.00
	TRIA (Included)	\$0.00
		Travelers Excess and Surplus Lines Company (Corvus)
Cyber Liability	Premium Estimated Cost*	\$5,406.00 \$5,608.73
	TRIA (Included)	\$0.00

**Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)*

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Cyber Liability, New York State Disability Benefits, Crime, Package (Automobile, Crime, Equipment Floater-Inland Marine, General Liability, Property and Excess Liability), D&O and Employment Practices Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

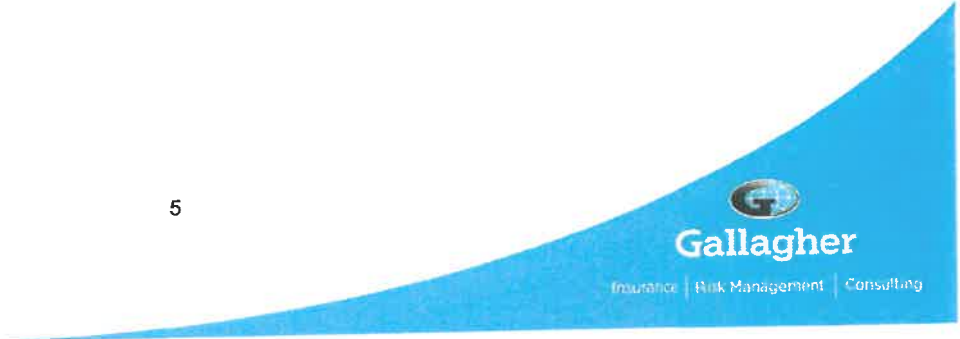


Village of Lancaster

Named Insured

Named Insured	Cyber Liability
Village of Lancaster	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



Village of Lancaster

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Cyber Liability	State National Insurance Company Inc. (A X) (CFC)	Quoted	Admitted
Cyber Liability	Travelers Excess and Surplus Lines Company (A++ XV) (Corvus)	Quoted	Non-Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



Village of Lancaster

Coverage Highlights

Cyber Liability - \$1M		Recommended Quote	
Policy Term	02/01/2025 – 02/01/2026		
Carrier Information	State National Insurance Company Inc. (CFC)		
Payment Plan	Payment due within 30 days of policy inception		
Payment Method	Agency Bill		
Premium & Exposures			
Cyber Liability	\$1,570.00		
Terrorism – TRIA (Included)	\$0.00		
Total Premium	\$1,570.00		
Core Cyber Coverages			
	Limit - In The Aggregate	Deductible - Each And Every Claim	
All Insuring Clauses Combined - Aggregate limit of liability	\$1,000,000		
Insuring Clause 1: Cyber Incident Response - Aggregate limit of liability			
Section A: Incident Response Costs	\$1,000,000	\$0	
Section B: Legal And Regulatory Costs	\$1,000,000	\$5,000	
Section C: It Security And Forensic Costs	\$1,000,000	\$5,000	
Section D: Crisis Communication Costs	\$1,000,000	\$5,000	
Section E: Privacy Breach Management Costs	\$1,000,000	\$5,000	
Section F: Third Party Privacy Breach Management Costs	\$1,000,000	\$5,000	
Section G: Post Breach Remediation Costs	\$50,000, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event	\$0	
All Sections Combined	\$1,000,000		
Insuring Clause 2: Cyber Crime - Aggregate limit of liability			
Section A: Electronic Theft Of Your Financial Assets	\$100,000	\$5,000	
Section B: Electronic Theft Of Third Party Funds Held In Escrow	\$100,000	\$5,000	
Section C: Electronic Theft Of Personal Financial Assets	\$100,000	\$5,000	
Section D: Extortion	\$1,000,000	\$5,000	
Section E: Authorized Push Payment Fraud	\$100,000	\$5,000	
Section F: Telephone Hacking	\$100,000	\$5,000	
Section G: Unauthorized Use Of Computer Resources	\$100,000	\$5,000	
Section: Customer Payment Fraud	\$50,000	\$5,000	
Insuring Clause 3: System Damage And Business Interruption - Aggregate limit of liability			
Section A: System Damage And Rectification Costs	\$1,000,000	\$5,000	
Section B: Income Loss And Extra Expense	\$1,000,000	\$5,000	
Section C: Dependent Business Interruption	\$1,000,000	\$5,000	
Section D: Claim Preparation Costs	\$25,000	\$0	
Section: Consequential Reputational Harm	\$1,000,000	\$5,000	
	Limit - In The Aggregate, Including Costs And Expenses	Deductible - Each And Every Claim, Including Costs And Expenses	



Village of Lancaster

Insuring Clause 4: Network Security & Privacy Liability - Aggregate limit of liability		
Section A: Network Security Liability	\$1,000,000	\$5,000
Section B: Privacy Liability	\$1,000,000	\$5,000
Section C: Management Liability	\$1,000,000	\$5,000
Section D: Regulatory Investigation Costs	\$1,000,000	\$5,000
Section E: Merchant Services Liability	\$1,000,000	\$5,000
Insuring Clause 5: Media Liability		
Section A: Defamation	\$1,000,000	\$5,000
Section B: Intellectual Property Rights Infringement	\$1,000,000	\$5,000
General Terms & Conditions		
Defense Provision		
Form Type	Claims-Made.	
Retroactive Date	Unlimited	
Waiting Period	8 Hours	
Defense Cost		
Legal Defense Costs And Expenses May Reduce Or Exhaust The Insured Limit		
Punitive Damages		
Where Insurable by Law		
Definition of a Claim		
See Attached Policy Specimen Form		
Incident and Claim Reporting Provisions		
Refer to Policy Form		
Policy Forms/Endorsements including but not limited to:		
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.		
Exclusions including but not limited to:		
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.		
Other Significant Terms and Conditions / Restrictions		
No material change in risk		
Number of employees: 54		
Annual revenue: \$2,261,704		

Claims Made Disclaimer: Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 60 days of the expiration date. The cost of this extended reporting period is 100/150/200% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 12/24/36 months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



Village of Lancaster

Cyber Liability		Recommended Quote	
Policy Term		02/01/2025 – 02/01/2026	
Carrier Information		Travelers Excess and Surplus Lines Company (Corvus)	
Payment Plan		Payment due within 30 days of policy inception	
Payment Method		Agency Bill	
Premium & Exposures			
Cyber Liability	\$5,406.00		
Terrorism - TRIA	\$0.00		
Surplus Lines Taxes & Fees	\$194.62		
NY Stamping Fee	\$8.11		
Total Premium	\$5,608.73		
Core Cyber Coverages			
	Limit	Retention	
Liability			
• Privacy and Security	\$1,000,000	\$10,000	
• Payment Card Costs	\$1,000,000	\$10,000	
• Media	\$1,000,000	\$10,000	
• Regulatory Proceedings	\$1,000,000	\$10,000	
Breach Response			
• Privacy Breach Notification	\$1,000,000	\$10,000	
• Computer and Legal Experts	\$1,000,000	\$10,000	
• Betterment	\$100,000		
• Cyber Extortion	\$1,000,000	\$10,000	
• Data Restoration	\$1,000,000	\$10,000	
• Public Relations	\$1,000,000	\$10,000	
Cyber Crime			
• Computer Fraud	\$250,000	\$10,000	
• Funds Transfer Fraud	\$250,000	\$10,000	
• Social Engineering Fraud	\$250,000	\$10,000	
• Telecom Fraud	\$250,000	\$10,000	
Business Loss			
• Business Interruption	\$1,000,000		
• Dependent Business Interruption	\$1,000,000		
• Dependent Business Interruption – Outsource Provider	\$1,000,000		
• Dependent Business Interruption – System Failure	\$1,000,000		
• Dependent Business Interruption – Outsource Provider - System Failure	\$1,000,000		
• Reputation Harm	\$1,000,000	\$10,000	
• System Failure	\$1,000,000		
CyberRisk Policy Aggregate Limit	\$1,000,000		
General Terms & Conditions			
Defense Provision	Yes		
Form Type	Claims-Made.		
Retroactive Date	N/A		
Prior & Pending Litigation Date	01/01/2025		
Waiting Period	8 Hours		
Defense Cost			
Defense Within Limits			
Punitive Damages			
Punitive Damages Included Where Insurable By Law.			
Definition of a Claim			
See Attached Policy Specimen Form			
Incident and Claim Reporting Provisions			

Village of Lancaster

Refer to Policy Form
Policy Forms/Endorsements including but not limited to:
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.
Exclusions including but not limited to:
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.
Other Significant Terms and Conditions / Restrictions
No material change in risk
Knowledge Date: January 01, 2025
Binding Requirements
Subject To:
Confirmation that the Applicant does not collect, capture, purchase, receive through trade, or otherwise obtain biometric identifiers or biometric information (including, but not limited to, iris scans, fingerprints, fingerprint, voiceprint, or scan of hand or face geometry) – Pre-Bind
A completed, signed and dated Travelers CyberRisk Application. Please note we will need favorable responses to bind including: Segmented backups updated regularly; Email filtering; MFA for email access; MFA for remote access – Pre-Bind
A completed Surplus Lines Filing Form – Post-Bind
Please provide policyholder contact information (client name, policyholder name, email, job title) to grant access to the Corvus by Travelers policyholder resource dashboard upon binding – Post-Bind

Claims Made Disclaimer: Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 30 days of the expiration date. The cost of this extended reporting period is 75% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 12 months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions

Village of Lancaster

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage: Cyber Liability Insurer: State National Insurance Company Inc. Policy Term: 02/01/2025 – 02/01/2026	Immediately report claims directly to: Insurer/TPA Name: State National Insurance Company Inc. (CFC) Phone: 877-544-7269/ 1.800.877.4567 Web: https://www.statenational.com/
--	--

Coverage: Cyber Liability Insurer: Travelers Excess and Surplus Lines Company Policy Term: 02/01/2025 – 02/01/2026	Immediately report claims directly to: Insurer/TPA Name: Travelers Excess and Surplus Lines Company (Corvus) Phone: 1-800-842-8496 Fax: 1-888-460-6622 Email: BSIclaims@travelers.com
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Reporting to Gallagher or Assistance in Reporting

Coverage: Cyber Liability Gallagher Claim Center Policy Term: 02/01/2025 – 02/01/2026	Immediately report claims directly to: Phone: 855-497-0578 Fax: 225-663-3224 Email: GGBCyberMLPClaims@aig.com
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Village of Lancaster

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to: limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.



Village of Lancaster

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.



Village of Lancaster

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



Village of Lancaster

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Village of Lancaster

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee
Cyber Liability \$1M/\$5K Retention	State National Insurance Company Inc. (CFC)	CFC Underwriting Ltd	\$1,570.00	20%	N/A
Cyber Liability \$2M/\$5K Retention	State National Insurance Company Inc. (CFC)	CFC Underwriting Ltd	\$2,130.00	20%	N/A
Cyber Liability \$3M/\$5K	State National Insurance Company Inc. (CFC)	CFC Underwriting Ltd	\$2,580.00	20%	N/A
Cyber Liability \$1M/\$10K	Travelers Excess and Surplus Lines Company (Corvus)	N/A	\$5,406.00	18.5%	N/A
Cyber Liability \$2M/\$10K	Travelers Excess and Surplus Lines Company (Corvus)	N/A	\$8,127.00	18.5%	N/A

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

3 The commission rate is a percentage of annual premium excluding taxes & fees.



Village of Lancaster

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 02/01/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Coverage/Carrier	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject (Option 1)	Cyber Liability- State National Insurance Company Inc. (CFC) <u>Option 1:</u> Limit: \$1,000,000 Retention: \$5,000 Premium: \$1,570.00
<input type="checkbox"/> Accept <input type="checkbox"/> Reject (Option 2)	<u>Option 2:</u> Limit: \$2,000,000 Retention: \$5,000 Premium: \$2,130.00
<input type="checkbox"/> Accept <input type="checkbox"/> Reject (Option 3)	<u>Option 3:</u> Limit: \$3,000,000 Retention: \$5,000 Premium: \$2,580.00
TRIA - Cyber Liability	Included
<input type="checkbox"/> Accept <input type="checkbox"/> Reject (Option 1)	Cyber Liability- Travelers Excess and Surplus Lines Company (Corvus) <u>Option 1:</u> Limit: \$1,000,000 Retention: \$10,000 Premium: \$5,406.00*
<input type="checkbox"/> Accept <input type="checkbox"/> Reject (Option 2)	<u>Option 2:</u> Limit: \$2,000,000 Retention: \$10,000 Premium: \$8,127.00*
	*Premium doesn't include NY surplus tax & fees
TRIA - Cyber Liability	Included

Village of Lancaster

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Additional Limits

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Yes No - CORE360™ STEP

Yes No – eRiskHub

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.



Village of Lancaster

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

Print Name (Specify Title)

Company

Signature

Date:





Arthur J. Gallagher & Co.

CARRIER	Option #1	Option #2
Carrier	CFC	Travelers
AM Best Rating	A XV	A++ XV
Policy Aggregate Limit	\$1,000,000	\$1,000,000
Third Party Insuring Agreement:		
Network and Information Security Liability	\$1,000,000	\$1,000,000
Regulatory Defense and Penalties	\$1,000,000	\$1,000,000
Multimedia Content Liability	\$1,000,000	\$1,000,000
PCI Fines and Assessments	\$1,000,000	\$1,000,000
First Party Insuring Agreement:		
Breach Response	\$1,000,000	\$1,000,000
Breach Response (Included in Aggregate Limit or Additional Limit)	Included in Aggregate	Included in Aggregate
Cyber Extortion (Ransomware)	\$1,000,000	\$1,000,000
Business Interruption and Extra Expenses	\$1,000,000	\$1,000,000
Contingent Business Interruption - Security Failure	\$1,000,000	\$1,000,000
Contingent Business Interruption - System Failure	\$1,000,000	\$1,000,000
Contingent Business Interruption - IT Providers & Non-IT Providers	IT Providers	IT & Non-IT Providers
Reputational Harm Loss	\$1,000,000	\$1,000,000
Digital Asset Restoration	\$1,000,000	\$1,000,000
Computer Replacement	\$1,000,000	\$1,000,000
Cyber Crime Insuring Agreement:		
Social Engineering Fraud	\$50,000	\$250,000
Policy Retentions:		
Retention	8 Hours	8 Hours
AJG Commission	\$5,000	\$10,000
Cyber Premium	20%	18-50%
*Admitted / Non-Admitted	\$1,570 Admitted	\$1,601.73 Non-Admitted
**Non-Admitted Includes 3.75% NY Surplus Tax & Fees		
Increased Limit Option:		Increased Limit Option:
\$2M Limit x \$5K Retention, \$2,130 Annual Premium		\$2M Limit x \$10K Retention, \$8,431.76 Annual Premium
\$3M Limit x \$5K Retention, \$2,580 Annual Premium		

Disclaimer: The information provided in this coverage summary document is for general informational purposes only and does not constitute legal or insurance advice. The coverage summary is a simplified overview and may not include all terms, conditions, limitations, or exclusions that may apply to a specific insurance policy. Actual coverage is subject to the terms and conditions of the insurance policy itself.



ITEM # 5
CORRESPONDENCE
MEETING DATE 1/27/2025

January 23, 2025

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

Re: Key Capture Battery Energy Storage System
188 & 192 Erie St., Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on January 16, 2025, the Planning Commission reviewed the request submitted by the petitioner, KCE NY 10, LLC and moved to recommend the Village to declare lead agency for SEQR.

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

Respectfully submitted,

Mike Reinhold
Chairperson, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer
Wayne Cisco, Dept. of Public Works
Matt Fischione, Code Enforcement Officer
Eric Feldman, Lancaster Village Fire Chief
KCE NY 10, LLC, Petitioner



Village of Lancaster

Planning Commission

Municipal Building

5423 Broadway

Lancaster, NY 14086

LISTED # 6
CORRESPONDENCE
MEETING DATE 1/29/2025

January 23, 2025

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

Re: Key Capture Battery Energy Storage System
188 & 192 Erie St., Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on January 16, 2025, the Planning Commission moved to recommend the Village to adopt model law for future energy projects.

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

Respectfully submitted,

Mike Reinhold
Chairperson, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer
Wayne Cisco, Dept. of Public Works
Matt Fischione, Code Enforcement Officer
Eric Feldman, Lancaster Village Fire Chief

	1 st Motion	2 nd Motion	
1.	_____	_____	<p>Resolution to accept and approve the following membership changes for the Lancaster Fire Department as approved at its Department meeting on January 14, 2025:</p> <ul style="list-style-type: none"> - Approve membership application for Bonnie Graham to the Rescue Hook & Ladder Company. - Approve membership application for Nicholas Graham to the Rescue Hook & Ladder Company. - Approve membership application for Nicholas Wetzler to the Eagle Hose Company. - Remove William Craver, Rescue Hook & Ladder Company, from the rolls of the Department and <u>ineligible</u> to rejoin for 5 years.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.	_____	_____	<p>Resolution to appoint election inspectors and designate the rates of pay for the Village election on Tuesday, March 18, 2025, at the Lancaster Municipal Building as presented.</p>
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.	_____	_____	<p>Resolution to accept and approve the 2024 CMOM Activities Report as prepared by Watts Architects and Engineers and authorize the report to be submitted to the NYS Department of Environmental Conservation as <u>required</u> per the Order on Consent.</p>
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
4.	_____	_____	<p>Resolution authorizing Mayor Ruda to sign and execute an agreement with DiDonato Associates, Engineering and Architecture, P.C., for preliminary engineering and design services for the Central Avenue Improvements Project, NYSDOT PIN 5765.26, as awarded for funding through the Transportation Alternatives Program (TAP) with scope of services as defined in Attachment B and the <u>cost proposal</u> of \$388,557.00 as provided in Attachment C.</p>
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
5.	_____	_____	<p>Resolution to approve the purchase of 121 bare root trees from Schichtel’s Nursery in the amount of \$9,541.00 as the lowest responsible bidder per the review and recommendation of Sustainability and Community Climate Energy Coordinator Amy Stypa and Davey Resource Group as the approved consultant for the Village of Lancaster’s Tree Equity and Education Initiative project through the USDA and US Forest Service grant program.</p>
	<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>	

Lancaster Fire Department



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

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

Lancaster Fire Department Memorandum

DATE: January 21, 2025

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

FROM: Department Secretary Aaron Ruda

RE: Lancaster Fire Department Roster Changes for January 27, 2025 LVB Meeting

The following applications for membership were approved at the Fire Department Meeting on January 14, 2025.

Bonnie Graham – Rescue Hook & Ladder Company
Nicholas Graham – Rescue Hook & Ladder Company
Nicholas Wetzler – Eagle Hose Company

The member listed below was dropped from the rolls of the Lancaster Fire Department effective January 14, 2025, and is ineligible to rejoin the Fire Department for five years.

William Craver – Rescue Hook & Ladder Company

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

Sincerely,

Aaron Ruda

Aaron Ruda
Lancaster Fire Department Secretary

**Election Inspectors
Village Election
Tuesday, March 18, 2025**

Municipal Building – All Districts (Group #1)

Karen Tanner – 6 Lenox Avenue (chairperson)
Paul Newman – 34 Pleasant Avenue
Denise McIntyre – 77 St. John Street

Municipal Building – All Districts (Group #2)

Glenn Tanner – 6 Lenox Avenue (chairperson)
Diane Kuznik – 64 Garfield Street
Barbara Nichter – 17 Franklin Street

Alternate Election Inspectors

Alternate election inspectors may be designated (as needed) per the discretion of the Village Clerk as the Election Officer for the Village of Lancaster.

Stipend Rate of Pay

Election Inspector Chairperson - \$ 200 / Day

Election Inspector - \$ 175 / Day

Village of Lancaster Department of Public Works

2024 CMOM Activities Report



January 2025



Watts
Architects
& Engineers

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Executive Summary

The CMOM is a Capacity, Management, Operations and Maintenance Program. The goal of the CMOM is to create a framework for the Village of Lancaster (the Village) to better manage, operate and maintain its collection system as an asset. The CMOM also provides a framework to investigate capacity constrained areas of the collection systems and respond to sanitary sewer overflow (SSO) events.

The Village has identified the methodology and practices by which they will manage their collection system, eliminate sanitary sewer overflows and mitigate the impact of future SSO events. The schedule provided in the Work Plan amends the schedule outlined in the New York State Department of Environmental Conservation (NYSDEC) Order on Consent No. R9-20030410-19 task schedule. Order on Consent No. R9-20030410-19 will be dissolved when all SSO's are eliminated, and all work agreed to in the CAP Plan is executed to the satisfaction of the NYSDEC. In September 2023, a Revised schedule A for the Order on Consent was issued to update the timeline of necessary activities.

In July 2018, the SSES and CAP Report was approved. The approved report summarizes the investigative work, findings and presents the remedial actions and costs necessary to correct the problems found.

In the summer of 2019, various field activities occurred that were in coordination with the approved Work Plan, SSES and CAP reports. With the 2019 NYSDEC Water Quality Improvement Program (WQIP) grant award, the Village Bid and Awarded a contract to Kandey Company Inc. to address Projects 3-13 from the approved SSES and CAP Report.

In November 2019, an Addendum to the previously approved SSES and CAP Report was submitted to NYS DEC for approval. This report summarizes the investigative work, findings and presents the remedial actions and costs necessary to correct the problems found in Mini-Systems 5, 8, and 9. This was approved by NYS DEC in May 2020.

In December 2019, the Village was awarded an additional WQIP funding grant. The WQIP grant has funded the completion of 8 high priority projects with a construction cost of approximately \$1.25 million dollars.

From September 2020 to January 2021, additional work was bid and awarded to Milherst Construction to complete remedial actions included in Projects 14-21, as outlined in the July 2018 SSES and CAP report. This work was funded as a part of the approved 2019 WQIP Grant. As outlined in the SSES and CAP report, these improvements should remove an estimated 316,700 gallons of inflow and/or infiltration from the sanitary sewer system based on the 2-year 6-hour design storm estimate.

In 2022, the Village was rewarded another WQIP funding grant in the amount of \$1,293,761 that was used to fund projects 3-8 in Mini-system 8. These projects, as outlined in the SSES

and CAP Addenda, were bid and awarded to National Watermain to complete under this grant. These improvements should remove approximately 4,400 gallons of inflow and/or infiltration from the sanitary sewer system based on the 2-year 6-hour design storm estimate.

In 2023, with additional funds the Village retained Nation Watermain to complete projects 1-9 in Mini-System 9. These improvements should remove approximately 5,800 gallons of inflow and/or infiltration from the sanitary sewer system based on the 2-year 6-hour design storm estimate. With this work completed, there are no additional construction projects identified for 2024.

In 2024, the Village of Lancaster retained Watts to complete additional work throughout the Village. Watts assisted with Point-of-sale inspection oversight in an effort for the Village to implement a new system for inspections. Watts also assisted with additional sewer investigations, focusing on the storm sewer, in areas where there are still high inflow/infiltration during storm events after completing sanitary sewer repair projects. These were focused in Mini-systems 4 and 7.

Also, in 2024, the Village of Lancaster conducted house to house inspections at most of the homes identified to have downspouts and/or sump pumps that discharged underground. The goal is to have any homes found to be connected to the sanitary sewer disconnected by the time flow monitoring is conducted in March. Village crews inspected 513 (98%) of 524 homes identified.

2020 Maintenance Activities

Maintenance Activities and Repairs Made to Collection System completed in 2020

In 2020, the Village made repairs to the collection system. The Village spent \$753,880.78 on sewer related work from June 1st, 2020 to May 31, 2021. This included general sewer maintenance activities, equipment repairs, and employee wages. All consultant related funds and construction were funded through the WQIP Grant for the CAP projects completed in 2020.

Milherst Construction Co. Inc. through CAP Projects 14-21: 766 LF of sewer was replaced, installed 3,427 LF of cured in-place pipe lining, replaced 10 Brick Manholes, and Waterproofed 33 Brick Manholes. Improvements to the storm sewer system included replacing 6 drainage structures and 161 LF of 8-15" pipe.

Additionally, a special project was done at Central Ave and Pleasant Ave in mini-system 4 to re-route 2 catch basins on Pleasant Ave that had previously been draining into the sanitary sewer system. A new manhole was installed to tie the pipes exiting the catch basins into. New pipe was then run south down Central Ave from the new structure to tie into an existing catch basin and into the existing storm system. The project eliminated a major source of inflow from the sanitary sewer system.

System Capacity Assessment and Structural Deficiency Analysis

SSES activities continued in 2020 to quantify structural deficiencies and sewer system capacity.

SSES Activities completed for mini systems (5, 8 and 9) included:

1. Rainfall Monitoring (Work Plan 3.2)
2. Point of sale inspections

Much of the SSES work was put on hold in 2020 due to Covid-19. Efforts were focused mainly on construction activities instead of completing house to house inspections.

Elimination of Storm Water Connections to the Sanitary Sewer System

The Village began testing downspout connections for homes and businesses identified in the SSES and CAP report in 2019. This was achieved by using Rainfall Simulation and Dye Testing (Work Plan 3.6). Throughout the Village, 144 properties were tested, 17 of these have been identified as connected to the Sanitary Sewer, and another 11 have defective laterals. In 2020, due to Covid-19, full house to house inspections were put on hold. The Village only performed exterior inspections during this time and recently began full inspections again in 2021.

The Village recognizes the importance of removing the private illegal sump pump connections to the sanitary sewer and will focus resources on inspection and enforcement. Sewer inspections at Time of Title Transfer are being performed and enforced. The Village code was modified (Section 263-21B) in 2017 to require a sewer inspection at the time of sale to correct potential violations. The seller will place \$1500 be put in escrow to allow additional time after closing to correct the violation. In 2020, 162 transfer inspections were performed, 9 were found to be non-compliant. All point-of-sale inspections were external only, as Village crews did not enter any homes.

2021 Maintenance Activities

Maintenance Activities and Repairs Made to Collection System completed in 2021

In 2021, the Village continued to make repairs to the collection system, including general repair and CAP repairs. The Village spent \$245,240 on sewer related work. This included general sewer maintenance activities, equipment repairs, and employee wages. All consultant related funds and construction were funded through the WQIP Grant for the CAP projects completed in 2020.

In 2021, the Village was able to use \$205,835.20 in leftover grant funds from 2020 to continue making repairs, moving into Mini-systems 5 and 8 in 2021. Milherst Construction Co. Inc.'s contract was extended, and they completed this work: installed 1,594LF of 8" cured in place pipe lining, replaced 20LF of 8" pipe and 2 manholes, and waterproofed 7 manholes.

The Village did not conduct house to house inspections in 2021 due to Covid-19. However, they continued point of sale inspections and CAP Repairs. The Village plans to continue point of sale inspections to address private side I/I and general maintenance in 2022.

2022 Maintenance Activities

Maintenance Activities and Repairs Made to Collection System completed in 2022

In 2022, the Village continued to make repairs to the collection system, including general repair and CAP repairs. The Village spent \$162,057 on sewer related work from January 7th, 2022 to December 15th, 2022. This included general sewer maintenance activities, equipment repairs, and employee wages. All consultant related funds and construction were funded through the WQIP Grant for the CAP projects completed in 2022. CAP repairs to the collection system were made in Mini-system 8 and cost total of \$473,124.80. An overall total of \$635,181.80 was spent on sewer maintenance and repairs in 2022.

National Watermain Cleaning and CMH Construction Inc., through Mini System 8 CAP Projects 1-8: 20 LF of sewer was replaced, installed 4,991 LF of cured in-place pipe lining, replaced 2 Brick Manholes, and Waterproofed 11 Brick Manholes. Improvements to the storm sewer system included replacing 5 drainage structures and 100 LF of 8-15" pipe.

There is some remaining 2022 CAP work that will be completed in 2023. This work includes the full depth repair on Broadway and pouring benches in new structures that were installed.

The Village continued private side investigations via point-of-sale inspections and House to House Inspections. In 2022, the Village completed 133 point of sale inspections. Of those 133, 56 homes failed inspection, and all but one was fixed prior to the closing of the home sale. The Village also completed 864 house to house inspections throughout Mini-systems 8 & 9. Of those 864 houses, 222 were found to have downspouts that go underground, which will be further investigated. Homeowners will be notified of any illicit connections so that they can have them removed from the sanitary sewer system.

The Village of Lancaster partakes in the Erie County Sewer District Lateral Replacement Program. In 2022, through this program, 27 laterals were replaced throughout the Village, helping to reduce private side I/I sources to the sanitary sewer system.

Outside of this lateral replacement program, there were 50 permits issued by the Erie Country Sewer District within the Village of Lancaster. These permits were for lateral repairs, for a grand total of 77 laterals replaced throughout the Village in 2022.

The Village plans to continue point of sale inspections to address private side I/I and general maintenance in 2023. The Village also plans on continuing CAP repairs per the SSES and CAP Addenda in Mini-system 9.

Maintenance Facilities and Equipment Changes

The Village continued to utilize a contractor (and also provided workers) to support root cutting and debris removal from the Broadway siphon manhole cleaning on either side of the creek and other structures within the system. Currently the Village attempts to jet 100% of the system and perform debris removal and necessary repairs at the Broadway Siphon annually.

2022 SSO Activity

In 2022, the Village reported 5 overflow events from August 2021 to July 2022 releasing a total of 1,884,343 gallons into Cayuga and Plum Bottom Creeks. This amount is down 2,363,064 gallons and 11 incidents from the previous year (Refer to the table in the 2021 Annual Consent Order Report). This indicates that the repairs being made, along with disconnecting homes through point-of-sale inspections, has been effective in reducing overflows in the Village.

2021-2022 SSO Event Data

Date	Location	Overflow Duration (hrs)	Flow Rate (GPM)	Total Overflow Volume (Gal)
11/18/2021	36 Holland Ave	19	139	158,460
11/18/2021	13 Colonial Ave	19	109	124,260
2/17/2022	4 Pardee Ave	49.17	155	457,281
2/17/2022	13 Colonial Ave	77	109	503,580
2/17/2022	36 Holland	76.83	139	640,762
Total				1,884,343

2023 Maintenance Activities

Maintenance Activities and Repairs Made to Collection System completed in 2023

In 2023, the Village continued to make repairs to the collection system, including general repair and CAP repairs. The Village spent \$183,110 on sewer related work from January 6th, 2023 to December 26th, 2023. This included general sewer maintenance activities, equipment repairs, and employee wages. All consultant related funds and construction were funded through the WQIP Grant for the CAP projects completed in 2023. CAP repairs to the collection system were made in Mini-system 9 for a total cost of \$936,907. An overall total of \$1,120,017 was spent on sewer maintenance and repairs in 2023. Improvements to the storm sewer system included repairing or replacing 43 drainage structures with Village workforce.

National Watermain Cleaning and CMH Construction Inc., through Mini System 9 CAP Projects 1-9: 147 LF of sewer was replaced, installed 13,545 LF of cured in-place pipe lining, replaced 6 Brick Manholes, and Waterproofed 36 Brick Manholes.

The Village continued private side investigations via point-of-sale inspections and House to House Inspections. In 2023, the Village completed 102 point of sale inspections. Of those 102, 35 homes failed inspection, and all but one was fixed prior to the closing of the home sale.

The Village of Lancaster partakes in the Erie County Sewer District Lateral Replacement Program. In 2023, through this program, 4 laterals were replaced throughout the Village, helping to reduce private side I/I sources to the sanitary sewer system.

Outside of this lateral replacement program, there were 35 permits issued by the Erie County Sewer District within the Village of Lancaster. These permits were for lateral repairs, for a grand total of 39 laterals replaced throughout the Village in 2023.

The Village plans to continue point of sale inspections to address private side I/I and general maintenance in 2024. The Village also plans on continuing to investigate private side sump pump and downspout connections to the sanitary laterals in Mini-Systems 8 & 9.

Changes in Public Works Management

DPW Superintendent William Cansdale retired in July 2023, In November Wayne Cisco was promoted to Superintendent of Public Works. A new Chain of Command flow chart is in Appendix A of this report.

Maintenance Facilities and Equipment Changes

The Village continued to utilize a contractor (and provided workers) to support root cutting and debris removal from the Broadway siphon manhole cleaning on either side of the creek and other structures within the system. Currently the Village attempts to jet 100% of the system and perform debris removal and necessary repairs at the Broadway Siphon annually.

2023 SSO Activity

In 2023, the Village reported 32 overflow events from January 2023 to December 2023 releasing a total of 9,091,253 gallons into Cayuga and Plum Bottom Creeks. This amount is up 8,906,910 gallons and 27 incidents from the previous year (Refer to the table in the 2021 - 2022 Annual Consent Order Report). While rain events in 2023 may have been larger and more frequent, additional field investigation into potential Storm and Sanitary cross-connections is likely required.

2023 SSO Event Data

Date	Location	Overflow Duration (hrs)	Flow Rate (GPM)	Total Overflow Volume (Gal)
2/11/2023	36 Holland Ave	48.33	139	403,072
3/20/2023	36 Holland Ave	70.00	139	583,800

**Watts
Architects
&Engineers**

20240255

4/2/2023	36 Holland Ave	26.50	139	221,010
4/2/2023	13 Colonial Ave.	26.50	109	173,310
4/6/2023	36 Holland Ave	51.67	139	430,928
4/6/2023	13 Colonial Ave.	52.00	109	340,080
4/17/2023	36 Holland Ave	12.33	139	102,832
4/17/2023	13 Colonial Ave.	12.33	109	80,638
5/4/2023	36 Holland Ave	87.00	139	725,580
5/4/2023	13 Colonial Ave.	87.00	109	568,980
7/30/2023	36 Holland Ave	23.00	139	191,820
7/30/2023	13 Colonial Ave.	23.00	109	150,420
8/8/2023	36 Holland Ave	22.00	139	183,480
8/8/2023	13 Colonial Ave.	22.00	109	143,880
8/10/2023	36 Holland Ave	3.08	139	25,687
8/10/2023	13 Colonial Ave.	3.17	109	20,732
8/13/2023	36 Holland Ave	23.00	139	191,820
8/13/2023	13 Colonial Ave.	23.00	109	150,420
9/8/2023	36 Holland Ave	32.00	139	266,880
9/8/2023	13 Colonial Ave.	32.00	109	209,280
10/9/2023	36 Holland Ave	71.25	139	594,225
10/9/2023	13 Colonial Ave.	47.42	109	310,127
11/20/2023	36 Holland Ave	63.33	139	528,172
11/20/2023	13 Colonial Ave.	56.00	109	366,240
11/22/2023	36 Holland Ave	19.00	139	158,460
11/22/2023	13 Colonial Ave.	19.00	109	124,260
12/3/2023	36 Holland Ave	47.00	139	391,980
12/3/2023	13 Colonial Ave.	47.00	109	307,380
12/11/2023	36 Holland Ave	25.00	139	208,500
12/11/2023	13 Colonial Ave.	25.00	109	163,500
12/29/2023	36 Holland Ave	52.00	139	433,680
12/29/2023	13 Colonial Ave.	52.00	109	340,080
Total				9,091,253

2023 Stormwater Management

The Village of Lancaster has worked in 2023 to tighten up and improve their stormwater system to prevent potential nuisance impacts on the sanitary sewer system. In 2023, crews repaired or rebuilt 4 Storm Manholes, and 39 Catch Basins. Additionally, catch basins were inspected and cleaned out on 39 Streets throughout the Village.

2023 Annual Order on Consent Report

The Village of Lancaster intends to submit the Annual Order on Consent Evaluation Report as required under Item 2.b of the Order on Consent by September 1, 2024.

2024 Maintenance Activities

Activities and Repairs Made to Collection System completed in 2024

In 2024, Watts assisted The Village with Point-of-sale inspection oversight in an effort to improve and implement a new system for these inspections. This effort involved Watts personnel shadowing inspections with the Village DPW personnel and offering support both on site and via report review. Currently, personnel perform an inspect to confirm that there is no illicit connection to the sanitary sewer discharge and if a sump pump is present. If no sump pump is present, the homeowner is informed that they need one. They are also given the option to obtain a certificate from a licensed plumber that states, after dye testing and other testing methods that there is no drainage going to the sanitary sewer. This certificate requires the plumber to provide their license number and more information than what was previously accepted.

Watts also assisted with additional sewer investigations in 2024, focusing on the storm sewer. These investigations were completed in areas where there is still high inflow/infiltration during storm events after completing sanitary sewer CAP repair projects. These were focused in Mini-systems 4 and 7.

Through the storm sewer investigations, a cross connection was discovered on Pleasant Avenue in Mini-system 4 via broken sewer laterals discharging directly into the storm sewer. The Village of Lancaster has made this a priority and have it as a shovel ready project.

In Mini-system 7, investigations were completed in Parkview Court, Oxford Ave, and Richmond Ave between Oxford and Aurora, to figure out why Oxford surcharges so much during storm events. Through smoke/dye testing of the storm sewer, no cross connections were discovered. The Village put the camera in the sewer pipe segment on Richmond between Oxford and Aurora and a large root ball was found blocking about 80% of the pipe. This has been cleared and there have not been any known issues since then.

Watts has a proposal pending with The Village to widen the storm sewer investigation in Mini-systems 4 and 7.

Also, in 2024, the Village of Lancaster conducted private side connection inspections to complete the projects in Mini-systems 1,4,5,7,8, and 9 as shown in the SSES reports. The Village inspected most of the homes identified to have downspouts and/or sump pumps that discharged underground. Village crews inspected 513 (98%) of 524 homes identified. Out of those, 443 homes passed (were not connected to the sanitary), 24 failed (are connected to

the sanitary sewer), 46 were postponed due to the weather, 11 properties were not accessible for inspection, and 3 addresses did not exist. The goal is to have the 46 postponed inspections complete and the 24 failed, plus any additional, disconnected prior to flow monitoring in March 2025.

In total, the Village spent \$254,454.15 on storm and sanitary sewer related maintenance and equipment. No capital improvement projects were completed in 2024.

Through the Erie County Sewer District (ECSD) lateral replacement program, there were 34 permits issued by the ECSD within the Village of Lancaster in 2024.

Maintenance Facilities and Equipment Changes

The Village continued to utilize a contractor (and provided workers) to support root cutting and debris removal from the Broadway siphon manhole cleaning on either side of the creek and other structures within the system. Currently the Village attempts to jet 100% of the system and perform debris removal and necessary repairs at the Broadway Siphon annually.

2024 SSO Event Data

Date	Location	Overflow Duration (hrs)	Flow Rate (GPM)	Total Overflow Volume (Gal)
1/24/2024	36 Holland Ave	67.25	139	560,865
1/24/2024	13 Colonial Ave.	67.25	109	439,815
1/26/2024	4 Pardee Ave	25.75	155	239,475
4/12/2024	36 Holland Ave	37.33	139	311,332
4/12/2024	13 Colonial Ave.	37.16	109	243,026
Total				1,794,514

The Village of Lancaster implemented a new policy of waiting to open SSO's until there are resident complaints. Since the implementation of this policy, The Village has not had to open any overflows since April 12, 2024.

2024 Annual Order on Consent Report

The Village of Lancaster intends to submit the Annual Order on Consent Evaluation Report as required under Item 3 of the Order on Consent by July 31, 2025.

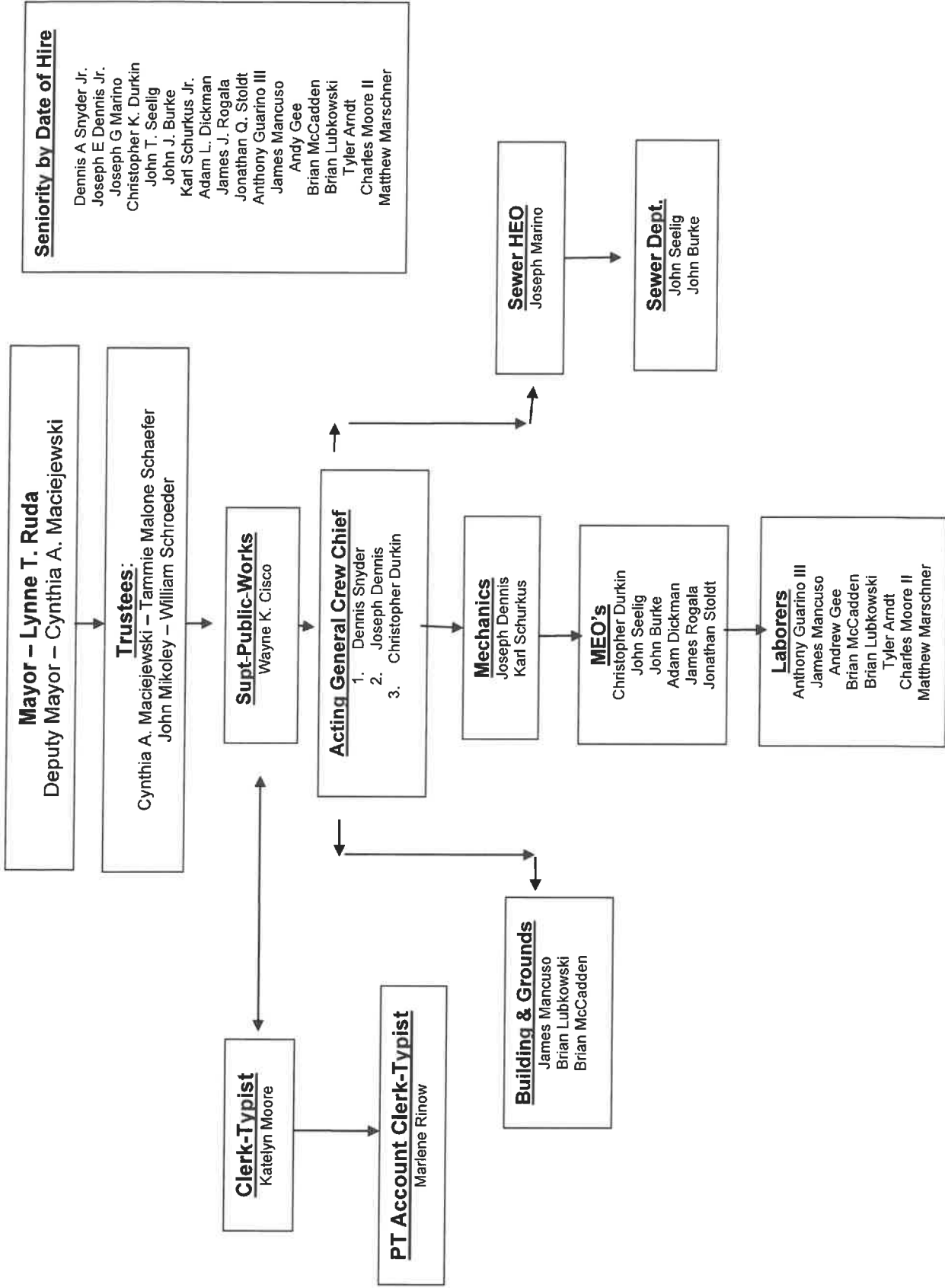
2025 Order on Consent Engineer's Report

All projects listed in the original and amended SSES Reports have been completed except for a few remaining Private Side Connections that need to be investigated (as indicated above). The Village is under contract to have the entire Village sanitary sewer flow tested in March/April 2025 by an outside vendor. With the results of the flow testing, Watts will

provide a post construction Engineer's Report by September 1, 2025 as required under item 2.b of the Order on Consent.

Appendices

Appendix A – DPW Chain of Command



Seniority by Date of Hire

- Dennis A Snyder Jr.
- Joseph E Dennis Jr.
- Joseph G Marino
- Christopher K. Durkin
- John T. Seelig
- John J. Burke
- Karl Schurkus Jr.
- Adam L. Dickman
- James J. Rogala
- Jonathan Q. Stoldt
- Anthony Guarino III
- James Mancuso
- Andy Gee
- Brian McCadden
- Brian Lubkowski
- Tyler Arndt
- Charles Moore II
- Matthew Marschner

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the Village of Lancaster (Owner) and DiDonato Associates, Engineering and Architecture, P.C. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Central Avenue Improvements, NYSDOT PIN 5765.26 (Project). Engineer's services under this Agreement (Services) are Listed in Attachment B, Detailed Scope of Services.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities.

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within an agreeable time period.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with the Owner's standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **[specify numeric factor]**.
- E. Basis of Payment
 - 1. Design:
 - a. Lump Sum. Owner shall pay Engineer for Services as follows:
 - 1) A Lump Sum amount of **\$388,557.00**.
 - 2) In addition to the Lump Sum amount, reimbursement of the following expenses as shown in the cost proposal, included as Attachment C.
 - 3) The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 - 2. Construction Administration/Inspection Services: Not Included Under this Contract.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates factors are included in the Cost Proposal in Attachment C

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Scope of Services (Attachment B)
Appendix 2, Cost Proposal (Attachment C)

This Agreement's Effective Date is **[insert date]**.

Owner:

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

DiDonato Associates, Engineering and
Architecture, P.C.

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: William Ratka, P.E.
(typed or printed)

Vice President, Transportation,
Title: Principal
(typed or printed)

(typed or printed)

Address for giving notices:

689 Main Street
Buffalo, New York 14203

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

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Attachment B
Scope of Services

Section 1 - General

1.01 Project Description and Location

Project Name: Central Avenue Improvements

PIN:5765.26

Project Description:

Project Limits: [All work must be within the set project limits. The Sponsor must set the project limits to include the project location, transition areas, and approaches]

Sponsor: Village of Lancaster

City, Town Village of Lancaster

County: Erie

The anticipated start date of preliminary design March, 2025

The letting date November, 2026

The construction completed date. October, 2027

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Michael E. Stegmeier, who can be reached at (716-683-2105 ext 203)-or by email at mstegmeier@lancastervillageny.gov.

All correspondence to the **Sponsor** should be addressed to 5423 Broadway Lancaster, NY 14086

The Project Manager should receive copies of all project correspondence directed to other parties than the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771, in which the Village of Lancaster will be the lead agency. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II, in which the Village of Lancaster will be the lead agency.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental

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Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening, and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs. (Pedestrian and Bicycle Traffic)
 - Plans for future related transportation improvements or development in the area of the project.
 - Traffic data.
 - Accident records and history.
 - Record as-built plans.
 - Anticipated permits and approvals (initial determination).
 - Available project studies and reports.
 - Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from the review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

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1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report (Appendix 6-11). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods so this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYS DOT Local Projects Manual (LPM) including the latest updates.
- The design of the project will incorporate all applicable EI/EB/ED, effective prior to the project letting.
- If there are conflicts between local policies and procedures and those listed in the LPM those listed in the LPM take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYS DOT Standard Specifications for Construction and Materials, including all applicable revisions.

EB 11-007

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a sub-consultant's work with the prime consultant's and other subconsultants' work.
- Subconsultants: Surveyor: Azar Design Co.; Public Outreach: Molly Vendura Landscape Architect, PLLC; Site Lighting and Electrical: IMEG Corp.

1.11 Subcontractors

The procurement of subcontractors must be in accordance with the requirements set forth in the NYS DOT LPM.

Section 2 - Data Collection and Analysis

2.01 Design Survey

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Attachment B

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey and locate all prominent features.

The **Consultant** shall conduct all surveys and provide digital terrain data required for design in accordance with the *Land Surveying Standards & Procedures Manual*, Chapters 20 & 21 of the *Highway Design Manual (HDM)*, and the specific requirements of the jurisdictional NYSDOT Region.

The **Consultant** shall use GPS to establish Primary Vertical Project Control at the project site. The vertical datum shall be NAVD 88. NSRS NAVD 88 bench marks of first or second order accuracy classification shall be used.

The **Consultant** shall obtain 3-dimensional digital terrain data by means of a ground survey. All feature codes and file formats shall conform to those specified in Chapter 20 of the *HDM* and CADD Standards and Procedure Manual.

1" = 20' scale base mapping for the entire project Survey limits include Central Avenue between Broadway Avenue and Walden Avenue in the Village of Lancaster.

B. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

C. Standards

The survey will be done in accordance with the standards set forth in the *NYSDOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 1-foot contour intervals

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

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The **Consultant** will determine, obtain, or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits. The **Consultant** will prepare collision diagrams and associated summary sheets and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Consultant** will review available traffic count data from the GBNRTC's Transportation Data Management System (TDMS) for existing conditions.

2.06 Capacity Analysis

N/A. Intentionally Left Blank

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all the necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

N/A. Intentionally Left Blank

2.09 Hydraulic Analysis

N/A. Intentionally Left Blank

2.10 Bridges to be Rehabilitated

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N/A. Intentionally Left Blank

2.11 Pavement Evaluation

N/A. Intentionally Left Blank

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual (PDM)*.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts, the

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Sponsor will select one or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYS DOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Parking impacts/accommodations.
- Drainage and stormwater treatment systems. (Incidental to curb replacement)
- Driveway modifications.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements. (none anticipated – all work to be constructed within the existing ROW).
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1"=20' plans showing (as a minimum) stationed centerlines; existing roadway features; sidewalk and ramp layouts; major drainage features; construction limits; work limits; and proposed right-of-way acquisition lines.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

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For this project, the Design Approval Document (DAD) will be a IPP/FDR .

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT Project Development Manual (PDM).

The **Consultant** will submit the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments. The **Sponsor** will submit an electronic copy of the Draft DAD to NYSDOT's RLPL for preliminary NYSDOT and/or FHWA review.

The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Sponsor** will sign the cover sheet and submit an electronic copy of the revised report to the NYSDOT for NYSDOT signature on behalf of FHWA.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 1 copies of the signed Draft DAD for distribution to advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at 1 public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Sponsor** with appropriate notification.

B. Miscellaneous Public Involvement Activities

The **Consultant** shall assist the **Sponsor** in the development and operation of the following:

- community outreach
- review of news media for project-related news items
- project information mailing list

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- project website
- project newsletter

3.07 Preparation of Final Design Approval Document (DAD)

The **Consultant** will prepare the Design Recommendation and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings.

The **Consultant** will submit the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

The project is assumed to be a Class II Categorical Exclusion (CE) action, the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

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The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit the same to the Sponsor for attestation.

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the LPM and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

N/A. Intentionally Left Blank

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

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Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

Not included. Intentionally Left Blank

5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

N/A. Intentionally Left Blank

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage, all plans, specifications, estimates and other associated materials will be **90%** complete.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The ADP's are anticipated to include but are not limited to the following contract sheet drawings:

- Title Sheet
- Index, legend & abbreviations
- Maintenance and protection of traffic
- Maintenance jurisdiction plan and table
- Survey baseline and benchmark ties
- Miscellaneous tables
- Miscellaneous details
- General Plans (1:20 and 1:5 scales)
- Landscape & grading (1:20 scale)
- Signs & pavement marking (1:20 scale)
- Sign text data
- Street name sign details
- Lighting plans

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- Erosion and Sediment Control Plan
- Stormwater Pollution Prevention Control Plan-- containing an Erosion and Sediment Control Plan component and a Stormwater Management component addressing (as appropriate) on-site capture of the "first flush", peak flow attenuation, and control of thermal discharges to cold water fishery streams.

The **Consultant** will prepare and submit the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit contract bid documents to NYSDOT as described in the *LPM Ch 12*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Appendix 10-8).

6.06 Railroads

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The **Consultant** will coordinate with affected railroads and will assist the **Sponsor** in preparing all necessary Railroad Agreements.

6.07 Bridge Inventory and Load Rating Forms

N/A. Intentionally Left Blank

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening. During the bid phase, the **Consultant** will answer questions from prospective bidders and if necessary, issue any necessary addendum prior to the bid opening. The **Consultant** will attend the bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining the appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work.

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The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the RLPL as described in the LPM, Chapter 14.

Section 8 - Construction Support

N/A. Not included in current scope.

Section 9 - Construction Inspection

N/A. Not included in current scope.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|---|
| Section 1 | Estimate 6 meetings during the life of this agreement.
Estimate 6 cost and progress reporting periods will occur during the life of this agreement. |
| Section 2 | Assume that GPS methods and equipment will be used to establish local control points.

Estimate 20 accidents will require analysis.

Estimate 0 capacity analyses will be required.

Estimate 0 soil borings will be taken. |
| Section 3 | Estimate 2 concepts will be evaluated.

Estimate 1 design alternative(s) will be analyzed in addition to the null alternative.

Estimate 1 cost estimate(s) plus 1 updates will be required. |
| Section 4 | Estimate 1 permits will be required. |
| Section 5 | No Right-of-Way acquisitions are anticipated. |

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Section 6 Detailed Design or Final Design

Final Design will include but not be limited to:

- Coordination with public utilities.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.
- Coordination with Erie County DPW, and various utility companies will be required as part of the design effort. No utility relocations or railroad impacts are anticipated.

Estimate 1_cost estimate(s) plus 1_updates will be required.

Section 7 Final contract bid documents will be hosted on Avalon Planroom for prospective bidders.

Advertisements will be placed in the local newspaper, the NYS Contract Reporter and Bid Documents will be hosted on Avalon Planroom.

Section 8 Construction Support – (N/A – Not included in current scope.)

Section 9 Construction Inspection – (N/A - Not included in current scope.)

Estimate construction will begin in April 2027 and will be completed by October 2027.

10.02 Technical Assumptions

Section 2

- 2 persons comprise of the survey party
- Normal party day is 8 hours

Section 3

- 1 design feasible alternatives will be analyzed in addition to the null.
- An initial submission plus 1 updates of the cost estimate will be required during preliminary design.
- For this project the Design Approval Document (DAD) shall be developed as a IPP/FDR
- 0 changes in content and format to the DAD will be required.
- 2 copies of the Draft DAD submission will be needed.
- Draft DAD review NYSDOT and Sponsor comments will require minor responses.
- 1 public information meetings will be required.
- A formal community outreach plan will be required for this project.

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- 0 changes in content and format to the Final DAD will be required.
- 1 copies of the Final DAD submission will be needed.
- Final DAD review NYSDOT and Sponsor comments will require minor responses

Section 4

- Preparation of environmental studies of a preliminary and/or screening nature requiring minor effort and not expected to result in significant impact.
- Project is classified as a NEPA Categorical Exclusion.
- This project is an Automatic Categorical Exclusion.
- The project is a SEQRA Type II.
- No significant effects on the environment were found and the SEQRA environmental determination will be a Determination of No Significant Effect (DONSE).
- The Consultant shall prepare the following permit forms:
 - NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- Sole source aquifer review is not required.
- 0 potential ecological impacts will be analyzed for avoidance, minimization and mitigation.
- 0 alternatives will be studied for endangered or rare species.
- A detailed endangered and threatened species study is not warranted.
- Revisions to the draft report will be minor.
- Project is federally funded and will require a Wetlands Finding Letter.
- The State will provide guidance on the format of the Wetlands Finding Letter.
- Revisions to the draft Wetlands Finding Letter will be minor.
- Project is classified as NEPA Class II and SEQRA Type II.
- An individual Section 401 Water Quality Certification is not required.
- The project involves grading or excavation and an Erosion and Sediment
- A SPDES permit will be required.
- The project will not involve right-of-way acquisition, soil disturbance, utility relocation, building modification or building demolition with a hazardous waste/contaminated materials screening.
- Effort is to perform preliminary screening to identify potential sources of hazardous waste/contaminated materials only.
- Three years have elapsed since the last project major action and a reevaluation statement will not be needed.

Section 5

- Existing ROW information is available.
- 0 ROW parcels need to be surveyed.
- Only properties having proposed takings will need ROW survey.
- Highway right-of-way boundary will need to be surveyed for entire length of project.

Section 6

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- An initial submission plus 1 cost estimate updates will be required, including an update at the Advanced Detailed Plan stage and the final Engineer's Estimate transmitted with the PS&E.
- The project is subject to a SPDES or NPDES permit.
- 1 minor ADP revisions will be needed.

**Exhibit A, Page 1
Salary Schedule**

**Firm: DiDonato Associates, Engineering & Architectural Professionals, PC
Village of Lancaster - Central Avenue Improvements**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Apr-25 Hourly Rate	Projected Date	
			Sep-25 Hourly Rate	Maximum Rate Apr-26 Hourly Rate
Quality Control Engineer	VIII (A)	\$73.00	\$75.19	\$77.38
Project Manager	VII (A)	\$75.00	\$77.25	\$79.50
Project Engineer	V (A)	\$60.00	\$61.80	\$63.60
Senior Engineer	IV (A)	\$52.00	\$53.56	\$55.12
Engineer	III (A)	\$45.00	\$46.35	\$47.70
Junior Engineer	I/II (A)	\$42.00	\$43.26	\$44.52
Technician II	II (N)	\$30.00	\$30.90	\$31.80
Senior Cadd Operator	IV (N)	\$36.00	\$37.08	\$38.16
Cadd Operator	III (N)	\$30.00	\$30.90	\$31.80

**Exhibit A, Page 1
Staffing Table**

**Firm: DiDonato Associates, Engineering & Architectural Professionals, PC
Village of Lancaster - Central Avenue Improvements**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Hourly Rate	TASKS					Total Design	
			Preliminary (30%)	ADP (75%)	PS&E (100%)	Bidding	Total Hours	Technical Labor	
Quality Control Engineer	IX (A)	\$75.19	18	22	30	6	76	\$5,714.44	
Project Manager	VII (A)	\$77.25	46	60	34	14	154	\$11,896.50	
Project Engineer	V (A)	\$61.80	96	96	52	20	264	\$16,315.20	
Senior Engineer	IV (A)	\$53.56	84	72	64	0	220	\$11,783.20	
Engineer	III (A)	\$46.35	40	106	80	0	226	\$10,475.10	
Junior Engineer	I/II (A)	\$43.26	148	84	48	24	304	\$13,151.04	
Technician II	II (N)	\$30.90	0	0	0	0	0	\$0.00	
Senior Cadd Operator	IV (N)	\$37.08	164	44	50	32	290	\$10,753.20	
Cadd Operator	III (N)	\$30.90	0	0	0	0	0	\$0.00	
TOTAL			596	484	358	96	1,534	\$80,088.68	

Exhibit A, Page 2 - DiDonato Tasks

Task Description	Quality Control Engineer IX (A)	Project Manager VII (A)	Project Engineer V (A)	Senior Engineer IV (A)	Engineer III (A)	Junior Engineer III (A)	Technician II (N)	Sr. Cadd Operator IV (N)	Cadd Operator III (N)	Total
Phase I - Preliminary Design (30%)										
A. Design and Estimating										
Project Familiarization/Record Information			2	4	4	4				12
Assess Existing Conditions/Phase Mapping		4	4	4	4	8				44
Evaluate Traffic/Accident Data		2	12	16	8	8				40
Establish Project Objectives		2	8	2	4	4				16
Drainage Investigation & Analysis		2	16	16	24	24				80
Preliminary Plans (30%)		2	4	16	16	16				64
Cost Estimates		2	8	8	24	4				46
Meetings/Communications/Admin.		4	8	8	24	80				116
Design Report		4	40	84	40	148				276
SUBTOTAL	18	46	96	84	40	148	0	40	164	596

Task Description	Quality Control Engineer IX (A)	Project Manager VII (A)	Project Engineer V (A)	Senior Engineer IV (A)	Engineer III (A)	Junior Engineer III (A)	Technician II (N)	Sr. Cadd Operator IV (N)	Cadd Operator III (N)	Total
Phase II - Advanced Detailed Plans (ADP - 75%)										
Plans	4	8	16	24	24	24				108
Typical Sections/Details	2	4	8	8	8	8				40
Drainage & Utilities	2	4	8	16	16	16				68
M&PT	2	4	8	24	24	16				84
Traffic Signals, Signage & Markings	2	4	4	2	2	2				16
SWPPP, Erosion & Sediment Control	2	4	8	8	8	8				40
Detail Plans - Sidewalk Ramps	2	4	8	16	16	24				80
Estimate	2	4	8	8	8	24				64
Coordination, Meetings	2	4	12	72	84	4				176
SUBTOTAL	22	60	96	72	106	84	0	44	0	484

Task Description	Quality Control Engineer IX (A)	Project Manager VII (A)	Project Engineer V (A)	Senior Engineer IV (A)	Engineer III (A)	Junior Engineer III (A)	Technician II (N)	Sr. Cadd Operator IV (N)	Cadd Operator III (N)	Total
Phase III - PS&E (100%)										
Plans	4	4	24	24	24	24				108
Typical Sections/Details	2	4	8	8	8	8				40
Drainage & Utilities	2	4	8	12	12	12				48
M&PT	2	4	4	4	4	4				20
Traffic Signals, Signage & Markings	2	4	4	4	4	4				20
Misc Details	2	4	4	4	4	4				20
Grading	2	4	8	8	8	8				40
Detail Plans - Sidewalk Ramps	2	4	8	8	8	8				40
Estimate	2	4	4	4	4	4				20
SWPPP, Erosion & Sediment Control	2	4	8	8	8	8				40
Permits, Approvals, Coordination, Meetings	2	4	4	4	4	4				20
Specifications, Proposal Book	2	4	4	4	4	4				20
SUBTOTAL	30	34	52	64	80	48	0	50	0	358

Task Description	Quality Control Engineer IX (A)	Project Manager VII (A)	Project Engineer V (A)	Senior Engineer IV (A)	Engineer III (A)	Junior Engineer III (A)	Technician II (N)	Sr. Cadd Operator IV (N)	Cadd Operator III (N)	Total
BID PHASE										
Final Bid Package	4	8	16	16	16	16				80
Clarifications and Addendums	2	4	4	4	4	4				20
Bid Opening and Recommendation	2	4	4	4	4	4				20
SUBTOTAL	6	14	20	20	24	24	0	32	0	96

Total Hours 76 154 264 220 226 304 0 290 0 1534

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost / Reimbursables

Firm: DiDonato Associates, Engineering & Architectural Professionals, PC
Village of Lancaster - Central Avenue Improvements

1. Owner's Protective Liability			\$0.00
2. Travel	20 trips @ 25 miles = Miles	\$0.70/Mi	\$350.00
3. Printing/Reproduction/Advertisement Costs			
Plans	12 sets @	\$20.00 per Set	\$240
Advertisement Allowance			\$0
	Total Printing/Bidding/Advertising Costs		\$240.00
4. Architectural Survey Allowance/Coordination with Railroad			
Allowance for Architectural Survey (KTA)			\$14,000
Railroad Coordination			\$10,000
	Total Allowances		<u>\$24,000.00</u>
	Total Reimbursables		\$24,590.00
5% Fixed Fee			<u>\$1,229.50</u>
	Total Direct Non-Salary Costs/Reimbursibles		\$25,819.50

Exhibit C, Page 1
Summary: Design Phase Services

Firm: DiDonato Associates, Engineering & Architectural Professionals, PC
Village of Lancaster - Central Avenue Improvements

Item I, Direct Technical Labor		\$80,089
Overhead (140%)		\$112,124
	Subtotal	\$192,213
10% Profit		\$19,221
	Total Item I	\$211,434
Item II, Direct Non-Salary Cost: Reimbursable	Total Item II	\$25,820
Item III Sub-Consultant Cost		
		\$65,000
Azar (M/DBE) Survey		\$39,889
Molly Vendura (W/DBE) Public Participation/Landscape		\$37,980
IMEG - Site Lighting and Electrical		\$142,869
	Total Item III	\$142,869
5% Fixed Fee		\$8,434
Grand Total		\$388,557

Mike Stegmeier

From: Amy Stypa
Sent: Friday, January 24, 2025 9:14 AM
To: Mike Stegmeier
Cc: Wayne Cisco; Katelyn Moore; Brockelbank, Lori
Subject: Re: Bid Package Review

Good morning,

I would also like to make the recommendation to approve the Schichtel's bid.

Mike if there is still time, please add a resolution to approve at Monday's board meeting. If not, please add to the next board meeting agenda for approval.

Best,

Amy Stypa
Sustainability and Community Climate Energy Coordinator
Village of Lancaster
5423 Broadway
Lancaster, NY 14086
716-683-2105 x208
sustainability@lancastervillage.org
[Climate Smart](#)



**Climate Smart
Communities**
Certified Bronze

From: Brockelbank, Lori <lori.brockelbank@davey.com>
Sent: Thursday, January 23, 2025 12:01 PM
To: Amy Stypa <AStypa@lancastervillageny.gov>
Cc: Wayne Cisco <wcisco@lancastervillageny.gov>; Mike Stegmeier <mstegmeier@lancastervillageny.gov>; Katelyn Moore <KMoore@lancastervillageny.gov>
Subject: Re: Bid Package Review

I would recommend going with Schichtels bid. Reviewing the two bids they listed the same cultivars so its equal comparison for the species being provided.

Have a great day
Lori

On Thu, Jan 23, 2025 at 11:32 AM Amy Stypa <AStypa@lancastervillageny.gov> wrote:
Good morning,

Please note that today at 11am today the bids were opened from Chestnut Ridge Nursery Inc. (\$10, 501.00) and Schichtel's Nursery Inc (\$9,541.00) for the procurement of 121 bare root trees.

The bid packages are attached. They both included the requested information, and did not make any substitutions for our list.

I would appreciate it if you could review the packages and make a recommendation as soon as possible.

Best,

Amy Stypa
Sustainability and Community Climate Energy Coordinator
Village of Lancaster
5423 Broadway
Lancaster, NY 14086
716-683-2105 x208
sustainability@lancastervillage.org
Climate Smart



**Climate Smart
Communities**
Certified Bronze

--
Lori Brockelbank | Area Manager
ISA Certified Arborist & Municipal Specialist (NY-5326AM)
RCA #807
Davey Resource Group, Inc. | Environmental Consulting
750 Ensminger Road. Suite 100 Tonawanda, NY 14150
P: P: 716-565-3000



Davey Resource Group WNY Office

PLANTING SPECIFICATIONS
DESCRIPTION OF MATERIALS

* Chestnut Ridge
Nursery, Inc.

Common Name	Scientific Name(s)	Qty	PRICE	TOTAL
Flowering Crabapple	Malus 'Coralburst', Malus 'Lollipop', Malus 'Red Jewel'	10	\$70	\$700
Hawthorn	Crataegus crusgalli ineris "Cruzam'	10	\$106	\$1060
Redbud	Cercis Canadensis	14	\$91	\$1274
Serviceberry	Amelanchier grandiflora "Robin Hill"	10	\$91	\$910
Mountain Ash Varieties	Sorbus spp.	10	\$91	\$910
Filbert	Corylus colurna	10	\$91	\$910
English Oak	Quercus robur	5	\$91	\$455
Hackberry	Celtis Occidentalis "Praire Sentinal"	5	\$91	\$455
Honeylocust	Gleditsia triacanthos var. inermis	5	\$70	\$350
River Birch	Betula nigra	4	\$70	\$280
Yellowwood	Cladrastis kentukea	5	\$91	\$455
Bur Oak	Quercus macrocarpa	6	\$91	\$546
Kentucky Coffeetree	Gymnocladus D "Espresso'	9	\$90	\$810
Sycamore	Platanus L.	6	\$70	\$420
Elm	Ulmus spp.	6	\$70	\$420
Tulip Tree	Liriodendron tulipifera	6	\$91	\$546

TOTAL: \$10,501



BID SHEET

Common Name	Latin Name	Quantity	Proposed Quantity (if less than bid request)	Unit Price	Total Price
Substitution Species					

*Substitution Species: Please list other species for consideration or as substitutions, in place of the listed species. Include quantity and pricing for the suggested species.

ADVERTISEMENT FOR BIDS

**VILLAGE OF LANCASTER
5423 BROADWAY
LANCASTER, NY 14086**

PROCUREMENT OF ONE HUNDRED TWENTY-ONE (121) BARE ROOT TREES

GENERAL NOTICE

Village of Lancaster (Buyer) is requesting Bids for the Procurement of one hundred twenty-one (121) bare root trees.

Sealed bids will be received at the Village of Lancaster Clerk/Treasurer's Office located in the Village Municipal Building at 5423 Broadway, Lancaster, NY 14086. Bids will be received until Thursday January 23, 2025, at 11:00 AM local time. At that time the Bids received will be publicly opened and read.

THE PROJECT INCLUDES THE FOLLOWING:

Procurement of one hundred twenty-one (121) bare root trees.

OBTAINING THE BIDDING DOCUMENTS

The **Issuing Office** for the Bidding Documents is:

Village of Lancaster
Municipal Building
5423 Broadway
Lancaster, NY 14086
Ph: (716) 683-2105 ext. 208
Amy Stypa sustainability@lancastervillageny.gov

Bidders may obtain or examine the Procurement Bidding Documents at the Issuing Office, starting on **January 2, 2025**, Monday through Friday between the hours of **8:30 AM to 4:30 PM**.

Printed or Electronic PDF copies of the Bidding Documents may be obtained at no expense from the Issuing Office. The bidder will need to provide the organization's name, address, phone number, and email address which Issuing Office record on the plan holders list.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Procurement Bidding Documents.

Firms qualified and certified as Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) are strongly encouraged to submit bids.

THIS ADVERTISEMENT IS ISSUED BY:

Owner: Village of Lancaster
By: Michael E. Stegmeier
Title: Clerk & Treasurer
Date: January 2, 2025