

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

February 23, 2022
6:30 P.M.

Mayor Michelle M. Roman called the meeting to order.

ROLL CALL

The following Common Council members answered the roll call:

Aldermen Barnard, Beakman, Devine, Fogle, Kantor, and Pasceri.

INVOCATION

MAYOR'S UPDATE

RECESS

Recess for public input.

022322.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of February 9, 2022 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:

2/16/22 Willfrederick Volmy, 324 Church Street, Lockport, NY 14094 – appointed to Senior Water and Sewer Maintenance Worker for the City of Lockport Water Distribution Department effective February 18, 2022. Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

FROM THE CITY CLERK

The Clerk submitted payrolls, bills for services and expenses, and reported that the Department Heads submitted reports of labor performed in their departments. Referred to the Finance Committee.

Communications (which have been referred to the appropriate City officials)

2/14/22 Brian J. Hutchison, attorney at law – notice of condition of city streets regarding ice and snow removal

Referred to the Corporation Counsel.

MOTIONS & RESOLUTIONS

022322.2

By Alderman Beakman:

Resolved, that the Mayor and City Clerk be authorized to issue orders in favor of the claimants for payrolls, bills, and services to be paid on February 24, 2022 as follows:

General Fund	Fund A	\$
Water Fund	Fund FX	\$
Sewer Fund	Fund G	\$
Capital Projects	Fund H	\$
Refuse Fund	Fund CL	\$
Self Insurance	Fund MS	\$
Worker's Comp	Fund S	\$
Payroll	Pay Date 2/10	\$487,921.16

Seconded by Alderman _____ and adopted. Ayes _____.

022322.3

By Alderman _____:

Whereas, the Department of Finance has completed a review of all open capital projects, and

Whereas, all completed projects have been identified, associated account balances verified, and budgetary balances resolved (see attachment included), and

Whereas, closure of all completed projects with outstanding funds require Council approval to move excess funds to original funding sources, and

Whereas, capital projects requiring additional funds because of reductions in revenues or unrealized funding must have funds supplied from the 2021 operating budget; now, therefore, be it

Resolved, that the following capital project be closed, the account balance be transferred to the original funding source or from operating sources, and all related budgets be closed:

PROJECT	FUNDING SOURCE	SPONSOR FUND	SURPLUS/(DEFICIT)
H184 Raw Water	Bonds	Debt Service	\$ 53,284.71
H193 WW System - Grant	Operating	Sewer	\$ (11,971.41)
H198 Equity Improvement	Operating	General	\$ 67,000.00
H192 WW Clarifier	Bonds	Debt Service	\$ 128,500.00
H197 Tree Inventory	Operating	General	\$ 22,820.00

Seconded by Alderman _____ and adopted. Ayes _____.

022322.4

By Alderman _____:

Whereas, through resolution 111721.3, the Council directed the City Treasurer to transfer funds from under expended appropriations accounts to over expended accounts in the 2021 General, Water, Sewer, and Refuse Fund budgets, and to appropriate fund balance to the extent necessary to balance the budgets; and furthermore, report to the Common Council on those accounts having had transfers, and

Whereas, the City Treasurer and the Director of Finance have prepared and posted the necessary budgetary amendments to balance the budgets for 2021, with the adjustments recorded having been attached to this resolution; now, therefore, be it

Resolved, that the 2021 General Fund, Water, Sewer and Refuse Budgets are hereby amended.

Seconded by Alderman _____ and adopted. Ayes _____.

022322.5

By Alderman _____:

Whereas, the City of Lockport completed a Community Needs Assessment through the New York State Office of Community Renewal, and

Whereas, the Community Needs Assessment recommended an action plan that identified the need to offer grants to homeowners for making significant housing improvements, and

Whereas, the New York State Office of Community Renewal offers a Home Improvement Program through the Affordable Housing Corporation that offers grants for significant housing improvements, and

Whereas, the City of Lockport applied for and was awarded a \$500,000 grant through the Office of Community Renewal for a Home Improvement Program, with \$50,000 in Administrative/Operating Expenses, now, therefore, be it

Resolved, that the Director of Community Development is hereby authorized and directed to prepare bid specifications for the Affordable Housing Corp. Grant Program management and delivery services to implement the City of Lockport home improvement program, and be it further

Resolved, that upon receipt of said specifications, the City Clerk is authorized and directed to advertise for bid proposals for same.

Seconded by Alderman _____ and adopted. Ayes _____.

022322.6

By Alderman _____:

Whereas, the City of Lockport, pursuant to Agreement dated December 17, 1969, and multiple amendments thereto, accepted sewage from the Town of Lockport sewage collector system, located in certain areas of the Town, and

Whereas, the City and Town entered into a new Agreement dated August 6, 2003, running from January 1, 2002 through December 31, 2006, and

Whereas, the City and Town entered into an extension of said Agreement dated August 6, 2003, running from January 1, 2007 through December 31, 2008, and

Whereas, the parties entered into renewals of said contract for an additional period of two years through December 31, 2010, and through December 31, 2012, and for a period of five years from January 1, 2015 through December 31, 2018, and

Whereas, the parties again extended the sewer contract for an additional period from January 1, 2019 through December 31, 2021, for the sum of \$637,660.00 per year; and

Whereas, the parties wish to renew said Agreement dated August 6, 2003 for an additional two years while the City investigates and analyzes the inflow from Town sewer pipes; now, therefore, be it

Resolved that the Mayor be and is hereby authorized and directed to renew the August 3, 2003 sewer contract for an additional period from January 1, 2022 through December 31, 2022, at an increased rate of three percent (3%), and from January 1, 2023 through December 31, 2023 at an additional increase of two and one-half percent (2 ½ %).

Seconded by Alderman _____ Ayes _____.

022322.7

By Alderman _____:

Whereas, on resolution 042016.4 dated April 20, 2016, the Common Council authorized the Mayor to enter into a contract with Nussbaumer and Clarke, Inc. to provide General Engineering Support Services on as-needed or "on-call" basis; and

Whereas, per Engineering Department request, Nussbaumer & Clarke, Inc. has submitted a proposal to amend the original contract dated April 20, 2016 for supporting the City as Retained Engineer for Fiscal Year 2022; now, therefore, be it

Resolved, that the Mayor, subject to Corporation Counsel approval, is hereby authorized and directed to sign an amendment to the original contract between the City and Nussbaumer & Clarke, Inc., 3556 Lake Shore Road, Suite 500, Buffalo, New York.

Seconded by Alderman _____ and adopted. Ayes _____.

022322.8

By Alderman _____:

Whereas, the City of Lockport Police Department participates in joint enforcement activities with the Federal Drug Enforcement Agency and the Niagara County Drug Task Force; and

Whereas, the City of Lockport Police Department receives, from time to time, funds generated from these joint enforcement activities which are to be used for the purchase, maintenance and/or replacement of capital equipment within the Police Department; and

Whereas, the Police Department has identified the need to improve their communication room; now, therefore, be it

Resolved, that the 2022 General Fund Budget is hereby amended as follows:

Increase:

Expense: A3120.54515 Special Supplies	\$11,724.01
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Revenue: A.3120.34389 Other Federal Public Safety	\$11,724.01
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Seconded by Alderman _____ and adopted. Ayes _____.

022322.9

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, March 9, 2022.

Seconded by Alderman _____ and adopted. Ayes _____.

PAUL K. OATES
City Clerk



Office of the Mayor

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

COPY

February 16, 2022

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Willfrederick Volmy, 324 Church Street, Lockport, NY 14094 to Senior Water and Sewer Maintenance Worker for the City of Lockport Water Distribution Department effective February 18, 2022.

Witness by hand and the Seal of the City of Lockport this 16th day of February 2022.

Michelle M. Roman
Mayor

MMR/mal

cc: W. Volmy
K. Pratt
Civil Service



**BRIAN J.
HUTCHISON**
ATTORNEY AT LAW

RECEIVED

FEB 16 2022

February 14, 2022

City of Lockport
Attn: City Clerk
One Locks Plaza
Lockport, NY 14094

via facsimile, e-mail, and regular mail

RE: Notice of Dangerous or Hazardous Conditions
Location of Dangerous Condition: Main Street,
West Avenue, Walnut Street, and all intersecting
streets

Dear Lockport City Clerk:

Please accept this correspondence as written notice that the City of Lockport has failed to properly remove snow and ice from various City streets for over a month. This failure has resulted in dangerous and hazardous conditions on the sides of the roadways listed above. The City has failed to remove snow from the sides of these major thoroughfares and their intersecting streets, including leaving snow piles extending into the roadway where the streets intersect. In some locations the build-up of snow and ice extends nearly four (4) feet beyond the sidewalk into the road.

The freeze/thaw cycle has caused roadways to become slick and collect water. The water is unable to drain into the City's sewer drains because they are covered in multiple feet of snow and ice. That water then refreezes into sheets of ice. As a result, the area of the road abutting the sidewalks has become especially dangerous and hazardous for pedestrians and others attempting to navigate the downtown area.

Further, I operate a business at 14-16 W. Main Street. I have spent numerous hours clearing, shoveling, and treating the road in front of my office in an effort to reduce the ice buildup caused by the City's negligent plowing methods. The City's plowing has made it impossible for customers to access the sidewalks, forcing me to bring in a bucket tractor and pay private contractors to clear the road in front of my office. On numerous occasions, multiple clients, visitors, and employees of my office have fallen or nearly fallen in the road while trying to get to the sidewalk. The danger is not resulting from natural occurrences of ice and/or snow, but due to the City's failure to fully clear the roadways and maintain an appropriate drainage plan.

Kindly file this Notice with the City Clerk's records to ensure that it is available to the public upon request.

Brian J. Hutchison, Esq.
14 W. Main Street
Lockport, NY 14094

BJHesq@gmail.com

Tel: 716-302-8090
Fax: 716-302-8091

Thank you for your prompt attention to this matter.

Very truly yours,



Brian J. Hutchison, Esq.

BJH/
Enc.

cc: City of Lockport Highway Department
Michelle Roman, Mayor
Laura Miskell, Corporation Counsel

Brian J. Hutchison, Esq.
14 W. Main Street
Lockport, NY 14094

BJHesq@gmail.com

Tel: 716-302-8090
Fax: 716-302-8091

I HEREBY CERTIFY that the persons named
in this payroll are employed solely in and have
actually performed the duties of positions and
employments indicated for the period ending
2/3/22, PAID on date 2/10/22.
is approved at dollars, \$ 487,921.16.
Civil Service Mary Pat Albert

Pay Day Register

Pay Date Range 01/21/22 - 02/03/22

Pay Batch 220223

Pay Batch 220223 Total

Employees in Pay Batch 207

Female Employees in Pay Batch 51

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	240.0000	3,104.02	Gross	487,921.16	Health Ins 298 Class 2 Family	23,337.19 .00
ALWP - Administrative Leave with	80.0000	1,686.34	Imputed Income		Health Ins 298 Class 2 Single	6,139.74 .00
BERV - Bereavement	112.0000	3,832.33	Federal	53,228.77	Health Ins 298 Class 3 Family	89,878.78 .00
CMPE 1.0 - Comp Earned @ 1.0	4,811.3750	.00	FICA	29,722.60	Health Ins 298 Class 3 Single	8,157.09 .00
CMPE 1.5 - Comp Earned @ 1.5	17.5000	.00	Medicare	6,951.26	Health Ins 298 Class 4 Family	3,661.85 .00
CMPU - Comp Time Used	246.5000	7,233.57	New York State	22,633.29	Health Ins 298 Class 4 Single	930.29 .00
COVID - CORONA VIRUS HOUR	332.0000	7,926.34	457 % Deduction	5,294.97	Total	\$132,104.94
EDAY - Extra Day	200.0000	6,612.02	457 Flat Dollar Deduction	11,444.55		
FHDB - Floating Holiday Buy Out	120.0000	4,395.61	AFLAC POSTTAX	161.33	Workers' Comp	Gross Base
FHDE - Floating Holiday Earned	5,911.6800	.00	AFLAC PRETAX	351.70	Workers Compensation - General	24,373.50 378,422.64
FH DU - Floating Holiday Used	52.0000	1,143.45	ALLSTATE POSTTAX	790.94	Workers Compensation - Sewer	2,524.15 37,571.71
FLSA - FLSA	.0000	462.01	ALLSTATE PRETAX	689.48	Workers Compensation - Water	2,430.67 37,907.98
LONG - Longevity Payment	.0000	550.00	Child Support	375.00	Workers Compensation 50%	1,137.50 8,241.71
MILI - Military Time	8.0000	232.83	Child Support - Alabama	40.00	Total	\$30,465.82
OOT - Out of Title	346.0000	12,706.95	Child Support - Maine	370.00		
OOT OT 1.5 - Out of Title OT at	46.5000	1,832.47	COLONIAL LIFE POSTTAX	55.40	Direct Deposits	Amount
OT 1.0 - Overtime at Straight 1.0	25.2500	796.07	FSA PRETAX	305.23	Alden State Bank	1,278.68
OT 1.5 - Overtime @ 1.5	999.5000	40,691.84	Health Ins 298 Class 2 Family	1,542.56	Amherst Federal Credit Union	50.00
PRSE - Personal Earned	144.0000	.00	Health Ins 298 Class 2 Single	530.81	Bank of Akron	2,343.21
PRSU - Personal Used	199.0000	6,041.20	Health Ins 298 Class 3 Family	1,309.59	Bank of America	8,147.54
REG - Regular	12,106.2500	352,443.11	Health Ins 298 Class 3 Single	465.66	BANK OF AMERICA (2)	1,460.57
REG PT - Regular Part Time	136.0000	2,539.21	Health Ins 298 Class 4 Family	142.67	BANK OF AMERICA (3)	1,408.02
REGS - Regular Seasonal	80.0000	1,000.00	Health Ins 298 Class 4 Single	84.57	BANK OF AMERICA (4)	1,125.15
RETRO - Retroactive Pay	.0000	467.42	L&M LIFE	55.82	Bank on Buffalo	1,797.91
RGS - Regular - Salary	210.0000	.00	NEW YORK LIFE	325.46	Chase Bank	1,981.66
RPTS - Regular Part Time Salaried	105.0000	.00	Pearl Insurance through CSEA	191.81	Citizens Bank	7,721.63
SAL - Salary	.0000	9,518.75	RET ERS LOANS	1,710.00	Cornerstone Comm FCU	111,781.53
SAL PT - Salary Part Time	.0000	6,250.52	Retire ERS Tier 6 <= \$100,000	527.78	Evans Bank	2,666.50
SCKE - Sick Earned	1,765.6250	.00	Retire ERS Tier 6 <= \$45,000	1,862.20	Financial Trust FCU	1,521.26
SCKU - Sick Used	310.2500	8,199.38	Retire ERS Tier 6 <= \$45,000 OT	323.42	Five Star Bank	865.36
STIP - Stipend	.0000	384.62	Retire ERS Tier 6 <= \$55,000	331.82	HSBC	1,087.97
VACE - Vacation Earned	121.2519	.00	Retire ERS Tier 6 <= \$55,000 OT	16.73	Key Bank	27,651.05
VACU - Vacation Used	283.5000	7,871.10	Retire ERS Tier 6 <= \$75,000	320.89	KEY BANK (2)	1,469.15
Total	29,009.1819	\$487,921.16	Retire PFRS <= \$55,000	1,069.47	Key Bank (Formerly FNB)	14,289.37
			Retire PFRS Tier 6 <= \$100,000	371.82	Lockport School's FCU	1,284.23
			Retire PFRS Tier 6 <= \$75,000	1,535.17	M&T (MD, VA, WV, and DC)	284.06
			Retire PFRS Tier 6 <=	54.66	M&T Bank	48,184.70
			Retire PFRS Tier 6 <= \$45,000	995.78	Navy FCU	4,367.20
			Retire PFRS Tier 6 <= \$55,000	74.60	Niagara Regional FCU	2,004.50
				2,130.99		

Paul Oates

From: Tim Russo <trusso@lockportny.gov>
Sent: Wednesday, February 2, 2022 4:00 PM
To: 'Paul Oates'; apolichette@lockportny.gov
Cc: 'Michelle Roman'; 'Sue Mawhiney'
Subject: Resolutions
Attachments: Closing Resolutions.docx; _Director of Streets, Parks and Water Distribution_ Resolution.docx; Mechanic Position.docx; Encumbrance Review Attachment.pdf; CAPITAL CLOSING JE.pdf; CAPITAL BUDGET CLOSING.pdf

Hello,

Attached are five resolutions for next week (hopefully this will be my last big batch for a while).

- 2-9 1) "Director of Streets, Parks, etc..." contains a resolution prepared by the Mayor and Jason which alters the title of the Director of Streets and Parks title slightly. You will notice there is no budget portion of this, as the timing of the intended new hire produces mild savings to the budgeted amount in the line despite it being a higher grade.
- 2-9 2) "Mechanic Position" is a resolution also requested by the Mayor which changes one position in the budget (municipal worker, anticipated to be vacant) into a mechanic position in the garage. This one uses contingency funds.
- 3) "Closing Resolutions" contains three separate resolutions –
 - 2-9 i. Encumbrance review – this reestablishes select purchase orders from 2021 into 2022. It is accompanied by a handout (attached to this email as "Encumbrance review attachment").
 - 2-23 ii. Capital closing – this resolution closes our capital projects for the year. It is accompanied by two handouts (attached to this email as "capital closing" and "capital budget closing").
 - 2-23 iii. Budget closing – this resolution is the second part of a resolution passed in November that allows us to close the budget. The handout is not yet ready, but should be done tomorrow.

Thank you and please let me know if there are any questions.

Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

RESOLUTION 2 – CLOSING CAPITAL

Whereas, the Department of Finance has completed a review of all open capital projects, and

Whereas, all completed projects have been identified, associated account balances verified, and budgetary balances have been resolved (see attachment included), and

Whereas, closure of all completed projects with outstanding funds require Council approval to move excess funds to original funding sources, and

Whereas, capital projects requiring additional funds due to reductions in revenues or unrealized funding must have funds supplied from the 2021 operating budget; now, therefore, be it

Resolved, that the following capital project be closed, the account balance be transferred to the original funding source or from operating sources, and all related budgets be closed:

PROJECT	FUNDING SOURCE	SPONSOR FUND	SURPLUS/(DEFICIT)
H184 Raw Water	Bonds	Debt Service	\$ 53,284.71
H193 WW System - Grant	Operating	Sewer	\$ (11,971.41)
H198 Equity Improvement	Operating	General	\$ 67,000.00
H192 WW Clarifier	Bonds	Debt Service	\$ 128,500.00
H197 Tree Inventory	Operating	General	\$ 22,820.00

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Finance - Finance Department	2021-00001767 Posted	BA	GL	12/31/2021	CAPITAL CLOSING (3)	CLOSING		
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount		
12/31/2021	H167.6497.32770	Other Unclassified Revenue	CAPITAL CLOSING (3)	CLOSING	42,286.62			
12/31/2021	H167.6497.33097	State Aid-Gen Gvt Capital Projects	CAPITAL CLOSING (3)	CLOSING	49,955.75			
12/31/2021	H167.6497.52490	Capital Improvements - Expense	CAPITAL CLOSING (3)	CLOSING	92,242.37			
12/31/2021	H184.8397.35710	Serial Bond Proceeds	CAPITAL CLOSING (3)	CLOSING				53,284.71
12/31/2021	H184.8397.52480	Infrastructure-Water System	CAPITAL CLOSING (3)	CLOSING				53,284.71
12/31/2021	H192.8197.35710	Serial Bond Proceeds	CAPITAL CLOSING (3)	CLOSING				128,500.00
12/31/2021	H192.8197.52420	Machinery & Equip-Heavy Equipment	CAPITAL CLOSING (3)	CLOSING				128,500.00
12/31/2021	H193.8197.35031.G	Interfund Transfer From Sewer	CAPITAL CLOSING (3)	CLOSING	11,971.41			
12/31/2021	H193.8197.52481	Infrastructure-Sewer System	CAPITAL CLOSING (3)	CLOSING	11,971.41			
12/31/2021	H197.8730.33997	State Aid-Natural Resources Capital Projects	CAPITAL CLOSING (3)	CLOSING				3,739.90
12/31/2021	H197.8730.35031.A	Interfund Transfer From General	CAPITAL CLOSING (3)	CLOSING				22,820.00
12/31/2021	H197.8730.52490	Capital Improvements - Expense	CAPITAL CLOSING (3)	CLOSING				26,559.90
12/31/2021	H198.1355.35031.A	Interfund Transfer From General	CAPITAL CLOSING (3)	CLOSING				500.00
12/31/2021	H198.1355.52490	Capital Improvements - Expense	CAPITAL CLOSING (3)	CLOSING				500.00
					Number of Entries: 14	\$208,427.56	\$417,689.22	

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Finance - Finance Department	2021-00001766 Posted	JE	GL	12/31/2021	CAPITAL CLOSING	CLOSING		
G/L Date	G/L Account Number	Account Description	Description	Source	Debit Amount	Credit Amount		
12/31/2021	A.1200.10	Cash M&T Universal Checking	CAPITAL CLOSING	CLOSING	67,000.00			
12/31/2021	A.1200.10	Cash M&T Universal Checking	CAPITAL CLOSING	CLOSING	22,820.00			
12/31/2021	A.9901.35031.H	Interfund Transfer From Capital	CAPITAL CLOSING	CLOSING		67,000.00		
12/31/2021	A.9901.35031.H	Interfund Transfer From Capital	CAPITAL CLOSING	CLOSING		22,820.00		
12/31/2021	G.1200.10	Cash M&T Universal Checking	CAPITAL CLOSING	CLOSING		11,971.41		
12/31/2021	G.9901.59000.H	Interfund Transfer To Capital	CAPITAL CLOSING	CLOSING	11,971.41			
12/31/2021	H082.1410	Due From State and Federal	CAPITAL CLOSING	CLOSING	63,396.37			
12/31/2021	H082.5112.33501	Consolidated Highway Aid	CAPITAL CLOSING	CLOSING		63,396.37		
12/31/2021	H167.2690	Overpayments	CAPITAL CLOSING	CLOSING	78,884.70			
12/31/2021	H167.6497.33097	State Aid-Gen Gvt Capital Projects	CAPITAL CLOSING	CLOSING		78,884.70		
12/31/2021	H184.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING		53,284.71		
12/31/2021	H184.8397.35710	Serial Bond Proceeds	CAPITAL CLOSING	CLOSING	53,284.71			
12/31/2021	H192.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING		128,500.00		
12/31/2021	H192.8197.35710	Serial Bond Proceeds	CAPITAL CLOSING	CLOSING	128,500.00			
12/31/2021	H193.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING	11,971.41			
12/31/2021	H193.8197.35031.G	Interfund Transfer From Sewer	CAPITAL CLOSING	CLOSING		11,971.41		
12/31/2021	H196.1410	Due From State and Federal	CAPITAL CLOSING	CLOSING	406,092.16			
12/31/2021	H196.8197.33990	State Aid-Sewer Capital Projects	CAPITAL CLOSING	CLOSING		406,092.16		
12/31/2021	H197.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING		22,820.00		
12/31/2021	H197.8730.35031.A	Interfund Transfer From General	CAPITAL CLOSING	CLOSING	22,820.00			
12/31/2021	H198.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING		67,000.00		
12/31/2021	H198.1355.35031.A	Interfund Transfer From General	CAPITAL CLOSING	CLOSING	67,000.00			
12/31/2021	H201.1410	Due From State and Federal	CAPITAL CLOSING	CLOSING	53,287.51			
12/31/2021	H201.8021.33097	State Aid-Gen Gvt Capital Projects	CAPITAL CLOSING	CLOSING		53,287.51		
12/31/2021	H208.1410	Due From State and Federal	CAPITAL CLOSING	CLOSING	14,974.74			
12/31/2021	H208.5112.33501	Consolidated Highway Aid	CAPITAL CLOSING	CLOSING		14,974.74		
12/31/2021	H999.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING	53,284.71			
12/31/2021	H999.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING		53,284.71		
12/31/2021	H999.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING	67,000.00			
12/31/2021	H999.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING		67,000.00		
12/31/2021	H999.1200.13	Cash M&T Checking	CAPITAL CLOSING	CLOSING	128,500.00			

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
12/31/2021	H999.1200.13	Cash M&T Checking			CAPITAL CLOSING		CLOSING	128,500.00
12/31/2021	H999.1200.13	Cash M&T Checking			CAPITAL CLOSING		CLOSING	22,820.00
12/31/2021	H999.1200.13	Cash M&T Checking			CAPITAL CLOSING		CLOSING	22,820.00
12/31/2021	H999.0000.35031.A	Interfund Transfer From General			CAPITAL CLOSING		CLOSING	67,000.00
12/31/2021	H999.0000.35031.A	Interfund Transfer From General			CAPITAL CLOSING		CLOSING	22,820.00
12/31/2021	H999.0000.35710	Serial Bond Proceeds			CAPITAL CLOSING		CLOSING	53,284.71
12/31/2021	H999.0000.35710	Serial Bond Proceeds			CAPITAL CLOSING		CLOSING	128,500.00
12/31/2021	H999.9901.59000.A	Interfund Transfer To General			CAPITAL CLOSING		CLOSING	67,000.00
12/31/2021	H999.9901.59000.A	Interfund Transfer To General			CAPITAL CLOSING		CLOSING	22,820.00
12/31/2021	H999.9901.59000.V	Interfund Transfer To Debt Service			CAPITAL CLOSING		CLOSING	53,284.71
12/31/2021	H999.9901.59000.V	Interfund Transfer To Debt Service			CAPITAL CLOSING		CLOSING	128,500.00
12/31/2021	V.1230.FX	Cash, Special Reserves Water			CAPITAL CLOSING		CLOSING	53,284.71
12/31/2021	V.1230.G	Cash, Special Reserves Sewer			CAPITAL CLOSING		CLOSING	128,500.00
12/31/2021	V.0000.35031.H	Interfund Transfer From Capital			CAPITAL CLOSING		CLOSING	53,284.71
12/31/2021	V.0000.35031.H	Interfund Transfer From Capital			CAPITAL CLOSING		CLOSING	128,500.00
Number of Entries: 46							\$1,726,997.14	\$1,726,997.14

RESOLUTION 3 – CLOSING BUDGETS

Whereas, through resolution 111721.3, the Council directed the City Treasurer to transfer funds from under expended appropriations accounts to over expended accounts in the 2021 General, Water, Sewer, and Refuse Fund budgets, and to appropriate fund balance to the extent necessary to balance the budgets; and furthermore, report to the Common Council on those accounts having had transfers, and

Whereas, the City Treasurer and the Director of Finance have prepared and posted the necessary budgetary amendments to balance the budgets for 2021. The adjustments recorded have been attached to this resolution. Now, therefore, be it

Resolved, that the 2021 General Fund, Water, Sewer and Refuse Budgets are hereby amended.

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Finance - Finance Department	2021-00001791 Posted	BA	GL	12/31/2021	OPERATING BUDGET CLOSING	CLOSING		
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount		
12/31/2021	A.1010.51040	Part Time Wages	YE BUDGET CLOSING	BA	2.00			
12/31/2021	A.1010.54005	Office Supplies	YE BUDGET CLOSING	BA		4.00		
12/31/2021	A.1010.58010	FICA	YE BUDGET CLOSING	BA	2.00			
12/31/2021	A.1210.51010	Full Time Wages	YE BUDGET CLOSING	BA	135.00			
12/31/2021	A.1210.54005	Office Supplies	YE BUDGET CLOSING	BA		101.00		
12/31/2021	A.1210.54510	Program Expenses	YE BUDGET CLOSING	BA		115.00		
12/31/2021	A.1210.58010	FICA	YE BUDGET CLOSING	BA	395.00			
12/31/2021	A.1310.51010	Full Time Wages	YE BUDGET CLOSING	BA	4,690.00			
12/31/2021	A.1310.51100	Overtime	YE BUDGET CLOSING	BA		314.00		
12/31/2021	A.1310.58010	FICA	YE BUDGET CLOSING	BA	465.00			
12/31/2021	A.1310.58040	Hospital & Medical Insurance	YE BUDGET CLOSING	BA	48.00			
12/31/2021	A.1310.58050	Retirement	YE BUDGET CLOSING	BA		5,203.00		
12/31/2021	A.1355.51170	Additional & Other Compensation	YE BUDGET CLOSING	BA	2,001.00			
12/31/2021	A.1355.54055	Professional Services	YE BUDGET CLOSING	BA		5,220.00		
12/31/2021	A.1355.58040	Hospital & Medical Insurance	YE BUDGET CLOSING	BA	3,219.00			
12/31/2021	A.1410.51010	Full Time Wages	YE BUDGET CLOSING	BA	12,947.00			
12/31/2021	A.1410.51170	Additional & Other Compensation	YE BUDGET CLOSING	BA	3,001.00			
12/31/2021	A.1410.54005	Office Supplies	YE BUDGET CLOSING	BA		285.00		
12/31/2021	A.1410.54040	Assoc/Membership Dues	YE BUDGET CLOSING	BA		61.00		
12/31/2021	A.1410.54075	Maintenance / Service Contracts	YE BUDGET CLOSING	BA		1,943.00		
12/31/2021	A.1410.58010	FICA	YE BUDGET CLOSING	BA	1,387.00			
12/31/2021	A.1410.58020	Workers Compensation	YE BUDGET CLOSING	BA		392.00		
12/31/2021	A.1410.58040	Hospital & Medical Insurance	YE BUDGET CLOSING	BA		1,567.00		
12/31/2021	A.1410.58050	Retirement	YE BUDGET CLOSING	BA	3,606.00			
12/31/2021	A.1420.51040	Part Time Wages	YE BUDGET CLOSING	BA	1,430.00			
12/31/2021	A.1420.51170	Additional & Other Compensation	YE BUDGET CLOSING	BA	3,471.00			
12/31/2021	A.1420.54055	Professional Services	YE BUDGET CLOSING	BA		1,903.00		
12/31/2021	A.1420.54083	Misc. Support Services	YE BUDGET CLOSING	BA	2,085.00			
12/31/2021	A.1420.58010	FICA	YE BUDGET CLOSING	BA	376.00			
12/31/2021	A.1420.58020	Workers Compensation	YE BUDGET CLOSING	BA		11,554.00		
12/31/2021	A.1420.58050	Retirement	YE BUDGET CLOSING	BA		10,598.00		

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type	
	12/31/2021	A.1430.51010			Full Time Wages		YE BUDGET CLOSING	BA	271.00
	12/31/2021	A.1430.51120			Longevity		YE BUDGET CLOSING	BA	271.00
	12/31/2021	A.1430.58020			Workers Compensation		YE BUDGET CLOSING	BA	2.00
	12/31/2021	A.1430.58040			Hospital & Medical Insurance		YE BUDGET CLOSING	BA	2.00
	12/31/2021	A.1440.51010			Full Time Wages		YE BUDGET CLOSING	BA	1,388.00
	12/31/2021	A.1440.51040			Part Time Wages		YE BUDGET CLOSING	BA	2,763.00
	12/31/2021	A.1440.51100			Overtime		YE BUDGET CLOSING	BA	1,140.00
	12/31/2021	A.1440.58020			Workers Compensation		YE BUDGET CLOSING	BA	233.00
	12/31/2021	A.1440.58040			Hospital & Medical Insurance		YE BUDGET CLOSING	BA	2.00
	12/31/2021	A.1490.51010			Full Time Wages		YE BUDGET CLOSING	BA	6,173.00
	12/31/2021	A.1490.51040			Part Time Wages		YE BUDGET CLOSING	BA	6,839.00
	12/31/2021	A.1490.51100			Overtime		YE BUDGET CLOSING	BA	3,600.00
	12/31/2021	A.1490.51170			Additional & Other Compensation		YE BUDGET CLOSING	BA	4,010.00
	12/31/2021	A.1490.58010			FICA		YE BUDGET CLOSING	BA	313.00
	12/31/2021	A.1490.58040			Hospital & Medical Insurance		YE BUDGET CLOSING	BA	820.00
	12/31/2021	A.1620.51010			Full Time Wages		YE BUDGET CLOSING	BA	10,753.00
	12/31/2021	A.1620.51060			Temporary / Seasonal		YE BUDGET CLOSING	BA	2,801.00
	12/31/2021	A.1620.51100			Overtime		YE BUDGET CLOSING	BA	17,569.00
	12/31/2021	A.1620.51130			Out of Grade		YE BUDGET CLOSING	BA	4,974.00
	12/31/2021	A.1620.51185			Allowances		YE BUDGET CLOSING	BA	900.00
	12/31/2021	A.1620.54007			Janitorial Supplies		YE BUDGET CLOSING	BA	2,562.00
	12/31/2021	A.1620.54050			Equip. Maintenance/Repair		YE BUDGET CLOSING	BA	109.00
	12/31/2021	A.1620.54055			Professional Services		YE BUDGET CLOSING	BA	753.00
	12/31/2021	A.1620.54077			Const. & Maint. Supplies		YE BUDGET CLOSING	BA	2,320.00
	12/31/2021	A.1620.54110			Landscape Materials		YE BUDGET CLOSING	BA	920.00
	12/31/2021	A.1620.54605			Telephone Services		YE BUDGET CLOSING	BA	38.00
	12/31/2021	A.1620.58010			FICA		YE BUDGET CLOSING	BA	1,874.00
	12/31/2021	A.1620.58040			Hospital & Medical Insurance		YE BUDGET CLOSING	BA	967.00
	12/31/2021	A.1620.58050			Retirement		YE BUDGET CLOSING	BA	2,000.00
	12/31/2021	A.1640.51010			Full Time Wages		YE BUDGET CLOSING	BA	2,147.00
	12/31/2021	A.1640.51100			Overtime		YE BUDGET CLOSING	BA	1,099.00
	12/31/2021	A.1640.51150			Holiday Pay		YE BUDGET CLOSING	BA	1,915.00
	12/31/2021	A.1640.51185			Allowances		YE BUDGET CLOSING	BA	1,100.00
	12/31/2021	A.1640.54078			Gasoline, Oil, Diesel Fuel		YE BUDGET CLOSING	BA	1,422.00
	12/31/2021	A.1640.54300			Vehicle Maint. & Repair		YE BUDGET CLOSING	BA	21,860.00

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
	12/31/2021	A.1640.58010	FICA		YE BUDGET CLOSING	BA		658.00
	12/31/2021	A.1640.58040	Hospital & Medical Insurance		YE BUDGET CLOSING	BA		21,168.00
	12/31/2021	A.1640.58050	Retirement		YE BUDGET CLOSING	BA		1,757.00
	12/31/2021	A.1670.54001	Printing/Copying		YE BUDGET CLOSING	BA		181.00
	12/31/2021	A.1670.54060	Legal Notices and Advertising		YE BUDGET CLOSING	BA		146.00
	12/31/2021	A.1670.54065	Equipment Rental / Lease		YE BUDGET CLOSING	BA		35.00
	12/31/2021	A.1680.51010	Full Time Wages		YE BUDGET CLOSING	BA		2.00
	12/31/2021	A.1680.54005	Office Supplies		YE BUDGET CLOSING	BA		2.00
	12/31/2021	A.1680.54075	Maintenance / Service Contracts		YE BUDGET CLOSING	BA		18,459.00
	12/31/2021	A.1680.54115	Computer Licenses & Software		YE BUDGET CLOSING	BA		3,123.00
	12/31/2021	A.1680.54117	Computer Supplies		YE BUDGET CLOSING	BA		1,901.00
	12/31/2021	A.1680.54605	Telephone Services		YE BUDGET CLOSING	BA		3,732.00
	12/31/2021	A.1680.58050	Retirement		YE BUDGET CLOSING	BA		2,656.00
	12/31/2021	A.1900.54055	Professional Services		YE BUDGET CLOSING	BA		93,800.00
	12/31/2021	A.1900.54078	Gasoline, Oil, Diesel Fuel		YE BUDGET CLOSING	BA		1,155.00
	12/31/2021	A.1900.54100	Real Property Taxes - Town, Country, Special Assess not Exempt		YE BUDGET CLOSING	BA		17,567.00
	12/31/2021	A.1900.54510	Program Expenses		YE BUDGET CLOSING	BA		3,466.00
	12/31/2021	A.1900.54605	Telephone Services		YE BUDGET CLOSING	BA		20,340.00
	12/31/2021	A.1900.54623	Utilities - Electricity		YE BUDGET CLOSING	BA		18,749.00
	12/31/2021	A.1900.54765	Judgement and Claims		YE BUDGET CLOSING	BA		15,901.00
	12/31/2021	A.1900.54775	Contingency		YE BUDGET CLOSING	BA		35,412.00
	12/31/2021	A.3120.51010	Full Time Wages		YE BUDGET CLOSING	BA		345,500.00
	12/31/2021	A.3120.51040	Part Time Wages		YE BUDGET CLOSING	BA		654.00
	12/31/2021	A.3120.51100	Overtime		YE BUDGET CLOSING	BA		25,337.00
	12/31/2021	A.3120.51130	Out of Grade		YE BUDGET CLOSING	BA		310,246.00
	12/31/2021	A.3120.51150	Holiday Pay		YE BUDGET CLOSING	BA		50,000.00
	12/31/2021	A.3120.51165	Briefing Pay		YE BUDGET CLOSING	BA		13,404.00
	12/31/2021	A.3120.51170	Additional & Other Compensation		YE BUDGET CLOSING	BA		8,771.00
	12/31/2021	A.3120.54120	Refunds and Cancellations		YE BUDGET CLOSING	BA		767.00
	12/31/2021	A.3120.58040	Hospital & Medical Insurance		YE BUDGET CLOSING	BA		50,000.00
	12/31/2021	A.3120.58050	Retirement		YE BUDGET CLOSING	BA		112,015.00
	12/31/2021	A.3127.51010	Full Time Wages		YE BUDGET CLOSING	BA		281.00
	12/31/2021	A.3127.58010	FICA		YE BUDGET CLOSING	BA		281.00
	12/31/2021	A.3128.51040	Part Time Wages		YE BUDGET CLOSING	BA		976.00

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
	12/31/2021	A.3128.58020	Workers Compensation		YE BUDGET CLOSING	BA		976.00
	12/31/2021	A.3173.51010	Full Time Wages		YE BUDGET CLOSING	BA		149.00
	12/31/2021	A.3173.58010	FICA		YE BUDGET CLOSING	BA		242.00
	12/31/2021	A.3173.58040	Hospital & Medical Insurance		YE BUDGET CLOSING	BA		2.00
	12/31/2021	A.3173.58050	Retirement		YE BUDGET CLOSING	BA		393.00
	12/31/2021	A.3410.51010	Full Time Wages		YE BUDGET CLOSING	BA		22,194.00
	12/31/2021	A.3410.51100	Overtime		YE BUDGET CLOSING	BA		131,811.00
	12/31/2021	A.3410.51130	Out of Grade		YE BUDGET CLOSING	BA		87,888.00
	12/31/2021	A.3410.51150	Holiday Pay		YE BUDGET CLOSING	BA		75,000.00
	12/31/2021	A.3410.51170	Additional & Other Compensation		YE BUDGET CLOSING	BA		4,690.00
	12/31/2021	A.3410.51175	Education & Training Incentives		YE BUDGET CLOSING	BA		130,851.00
	12/31/2021	A.3410.51185	Allowances		YE BUDGET CLOSING	BA		1,951.00
	12/31/2021	A.3410.54065	Equipment Rental / Lease		YE BUDGET CLOSING	BA		54.00
	12/31/2021	A.3410.58010	FICA		YE BUDGET CLOSING	BA		2,039.00
	12/31/2021	A.3410.58050	Retirement		YE BUDGET CLOSING	BA		50,000.00
	12/31/2021	A.3510.51010	Full Time Wages		YE BUDGET CLOSING	BA		1,670.00
	12/31/2021	A.3510.51040	Part Time Wages		YE BUDGET CLOSING	BA		304.00
	12/31/2021	A.3510.51170	Additional & Other Compensation		YE BUDGET CLOSING	BA		1,001.00
	12/31/2021	A.3510.54055	Professional Services		YE BUDGET CLOSING	BA		3,204.00
	12/31/2021	A.3510.58010	FICA		YE BUDGET CLOSING	BA		229.00
	12/31/2021	A.3620.51010	Full Time Wages		YE BUDGET CLOSING	BA		20,000.00
	12/31/2021	A.3620.51130	Out of Grade		YE BUDGET CLOSING	BA		1,328.00
	12/31/2021	A.3620.51170	Additional & Other Compensation		YE BUDGET CLOSING	BA		2,079.00
	12/31/2021	A.5110.51010	Full Time Wages		YE BUDGET CLOSING	BA		12,640.00
	12/31/2021	A.5110.51060	Temporary / Seasonal		YE BUDGET CLOSING	BA		4,570.00
	12/31/2021	A.5110.51100	Overtime		YE BUDGET CLOSING	BA		26,830.00
	12/31/2021	A.5110.51120	Longevity		YE BUDGET CLOSING	BA		851.00
	12/31/2021	A.5110.51130	Out of Grade		YE BUDGET CLOSING	BA		18,208.00
	12/31/2021	A.5110.51150	Holiday Pay		YE BUDGET CLOSING	BA		3,970.00
	12/31/2021	A.5110.51170	Additional & Other Compensation		YE BUDGET CLOSING	BA		12,601.00
	12/31/2021	A.5110.54007	Janitorial Supplies		YE BUDGET CLOSING	BA		978.00
	12/31/2021	A.5110.54050	Equip. Maintenance/Repair		YE BUDGET CLOSING	BA		593.00
	12/31/2021	A.5110.54077	Const. & Maint. Supplies		YE BUDGET CLOSING	BA		9,430.00
	12/31/2021	A.5110.54560	Salt		YE BUDGET CLOSING	BA		2,766.00
	12/31/2021	A.5110.58010	FICA		YE BUDGET CLOSING	BA		2,608.00

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
	12/31/2021	A.5110.58020	Workers Compensation		YE BUDGET CLOSING	BA		3,710.00
	12/31/2021	A.5110.58050	Retirement		YE BUDGET CLOSING	BA		4,000.00
	12/31/2021	A.5182.54050	Equip. Maintenance/Repair		YE BUDGET CLOSING	BA		3,232.00
	12/31/2021	A.5182.54623	Utilities - Electricity		YE BUDGET CLOSING	BA		32,054.00
	12/31/2021	A.6410.54130	Tourism & Promotion Services		YE BUDGET CLOSING	BA		43,484.00
	12/31/2021	A.7110.51010	Full Time Wages		YE BUDGET CLOSING	BA		10,664.00
	12/31/2021	A.7110.51060	Temporary / Seasonal		YE BUDGET CLOSING	BA		3,451.00
	12/31/2021	A.7110.51100	Overtime		YE BUDGET CLOSING	BA		3,284.00
	12/31/2021	A.7110.51160	Shift Differential		YE BUDGET CLOSING	BA		334.00
	12/31/2021	A.7110.58010	FICA		YE BUDGET CLOSING	BA		525.00
	12/31/2021	A.7110.58020	Workers Compensation		YE BUDGET CLOSING	BA		3,070.00
	12/31/2021	A.7140.51060	Temporary / Seasonal		YE BUDGET CLOSING	BA		3,450.00
	12/31/2021	A.7140.54120	Refunds and Cancellations		YE BUDGET CLOSING	BA		533.00
	12/31/2021	A.7140.54510	Program Expenses		YE BUDGET CLOSING	BA		681.00
	12/31/2021	A.7140.54515	Special Supplies		YE BUDGET CLOSING	BA		490.00
	12/31/2021	A.7140.58010	FICA		YE BUDGET CLOSING	BA		281.00
	12/31/2021	A.7140.58020	Workers Compensation		YE BUDGET CLOSING	BA		9,265.00
	12/31/2021	A.7180.51060	Temporary / Seasonal		YE BUDGET CLOSING	BA		395.00
	12/31/2021	A.7180.54520	Chemicals		YE BUDGET CLOSING	BA		1,810.00
	12/31/2021	A.7180.58010	FICA		YE BUDGET CLOSING	BA		31.00
	12/31/2021	A.7180.58020	Workers Compensation		YE BUDGET CLOSING	BA		12,353.00
	12/31/2021	A.8021.58010	FICA		YE BUDGET CLOSING	BA		236.00
	12/31/2021	A.8021.58040	Hospital & Medical Insurance		YE BUDGET CLOSING	BA		549.00
	12/31/2021	A.8510.54510.VB	Program Expenses Veterans Bricks		YE BUDGET CLOSING	BA		181.00
	12/31/2021	A.8730.51010	Full Time Wages		YE BUDGET CLOSING	BA		12,177.00
	12/31/2021	A.8730.51100	Overtime		YE BUDGET CLOSING	BA		19,049.00
	12/31/2021	A.8730.51160	Shift Differential		YE BUDGET CLOSING	BA		279.00
	12/31/2021	A.8730.54610	Internet Services		YE BUDGET CLOSING	BA		68.00
	12/31/2021	A.8730.58010	FICA		YE BUDGET CLOSING	BA		1,829.00
	12/31/2021	A.8730.58040	Hospital & Medical Insurance		YE BUDGET CLOSING	BA		9,284.00
	12/31/2021	A.8730.58050	Retirement		YE BUDGET CLOSING	BA		4,246.00
	12/31/2021	A.9000.51010	Full Time Wages		YE BUDGET CLOSING	BA		22,595.00
	12/31/2021	A.9000.51165	Briefing Pay		YE BUDGET CLOSING	BA		3,193.00
	12/31/2021	A.9000.51170	Additional & Other Compensation		YE BUDGET CLOSING	BA		287,969.00
	12/31/2021	A.9000.51185	Allowances		YE BUDGET CLOSING	BA		2,501.00

City of Lockport Journal Report

Department		Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
	12/31/2021	A.9000.58010	FICA			YE BUDGET CLOSING		BA	2,171.00
	12/31/2021	A.9000.58030	Unemployment Insurance			YE BUDGET CLOSING		BA	5,000.00
	12/31/2021	A.9000.58040	Hospital & Medical Insurance			YE BUDGET CLOSING		BA	6,167.00
	12/31/2021	A.9000.58041	Medical Insurance In Lieu Of			YE BUDGET CLOSING		BA	15,000.00
	12/31/2021	A.9000.58042	HRA Employer Contribution			YE BUDGET CLOSING		BA	1,027.00
	12/31/2021	A.9000.58045	Medical Insurance - Retirees Traditional			YE BUDGET CLOSING		BA	2.00
	12/31/2021	A.9000.58052	Retirement Leave Payout			YE BUDGET CLOSING		BA	18,730.00
	12/31/2021	A.9000.58055	Benefits to Disabled Fire Retirees			YE BUDGET CLOSING		BA	7,372.00
	12/31/2021	FX.1900.54070	Insurance			YE BUDGET CLOSING		BA	6.00
	12/31/2021	FX.1900.54078	Gasoline, Oil, Diesel Fuel			YE BUDGET CLOSING		BA	2,975.00
	12/31/2021	FX.1900.54775	Contingency			YE BUDGET CLOSING		BA	2,981.00
	12/31/2021	FX.8310.51010	Full Time Wages			YE BUDGET CLOSING		BA	297.00
	12/31/2021	FX.8310.51170	Additional & Other Compensation			YE BUDGET CLOSING		BA	6,001.00
	12/31/2021	FX.8310.52015	Technical Equipment			YE BUDGET CLOSING		BA	4,876.00
	12/31/2021	FX.8310.58010	FICA			YE BUDGET CLOSING		BA	648.00
	12/31/2021	FX.8310.58040	Hospital & Medical Insurance			YE BUDGET CLOSING		BA	2.00
	12/31/2021	FX.8310.58050	Retirement			YE BUDGET CLOSING		BA	6,948.00
	12/31/2021	FX.8320.51100	Overtime			YE BUDGET CLOSING		BA	166.00
	12/31/2021	FX.8320.54076	Property Repairs			YE BUDGET CLOSING		BA	1,186.00
	12/31/2021	FX.8320.54100	Real Property Taxes - Town, Country, Special Assess not Exempt			YE BUDGET CLOSING		BA	2,545.00
	12/31/2021	FX.8320.54623	Utilities - Electricity			YE BUDGET CLOSING		BA	20,463.00
	12/31/2021	FX.8320.58010	FICA			YE BUDGET CLOSING		BA	14.00
	12/31/2021	FX.8330.51100	Overtime			YE BUDGET CLOSING		BA	15,005.00
	12/31/2021	FX.8330.51170	Additional & Other Compensation			YE BUDGET CLOSING		BA	1,991.00
	12/31/2021	FX.8330.54076	Property Repairs			YE BUDGET CLOSING		BA	44,425.00
	12/31/2021	FX.8330.54200	Laboratory Supplies and Services			YE BUDGET CLOSING		BA	2,074.00
	12/31/2021	FX.8330.54520	Chemicals			YE BUDGET CLOSING		BA	6,323.00
	12/31/2021	FX.8330.54620	Utilities - Natural Gas			YE BUDGET CLOSING		BA	3,765.00
	12/31/2021	FX.8330.54623	Utilities - Electricity			YE BUDGET CLOSING		BA	30,855.00
	12/31/2021	FX.8330.58010	FICA			YE BUDGET CLOSING		BA	1,880.00
	12/31/2021	FX.8330.58040	Hospital & Medical Insurance			YE BUDGET CLOSING		BA	3,800.00
	12/31/2021	FX.8330.58050	Retirement			YE BUDGET CLOSING		BA	14,000.00
	12/31/2021	FX.8340.51010	Full Time Wages			YE BUDGET CLOSING		BA	24,988.00
	12/31/2021	FX.8340.51100	Overtime			YE BUDGET CLOSING		BA	25,515.00

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
	12/31/2021	FX.8340.51120			Longevity	YE BUDGET CLOSING	BA	501.00
	12/31/2021	FX.8340.51130			Out of Grade	YE BUDGET CLOSING	BA	534.00
	12/31/2021	FX.8340.54077			Const. & Maint. Supplies	YE BUDGET CLOSING	BA	703.00
	12/31/2021	FX.8340.54515			Special Supplies	YE BUDGET CLOSING	BA	385.00
	12/31/2021	FX.8340.54620			Utilities - Natural Gas	YE BUDGET CLOSING	BA	1,024.00
	12/31/2021	FX.8340.58010			FICA	YE BUDGET CLOSING	BA	1,761.00
	12/31/2021	FX.8340.58040			Hospital & Medical Insurance	YE BUDGET CLOSING	BA	1,225.00
	12/31/2021	FX.8340.58050			Retirement	YE BUDGET CLOSING	BA	
	12/31/2021	FX.9000.58042			HRA Employer Contribution	YE BUDGET CLOSING	BA	6,660.00
	12/31/2021	FX.9000.58047			Medical Insurance - Medicare Retirees	YE BUDGET CLOSING	BA	2.00
	12/31/2021	G.0000.30599			Appropriated Fund Balance	YE BUDGET CLOSING	BA	169,603.00
	12/31/2021	G.1900.54070			Insurance	YE BUDGET CLOSING	BA	6.00
	12/31/2021	G.1900.54765			Judgement and Claims	YE BUDGET CLOSING	BA	4,076.00
	12/31/2021	G.8120.51010			Full Time Wages	YE BUDGET CLOSING	BA	7,864.00
	12/31/2021	G.8120.51100			Overtime	YE BUDGET CLOSING	BA	5,555.00
	12/31/2021	G.8120.51160			Shift Differential	YE BUDGET CLOSING	BA	37.00
	12/31/2021	G.8120.54050			Equip. Maintenance/Repair	YE BUDGET CLOSING	BA	17,406.00
	12/31/2021	G.8120.54055			Professional Services	YE BUDGET CLOSING	BA	18,938.00
	12/31/2021	G.8120.54077			Const. & Maint. Supplies	YE BUDGET CLOSING	BA	5,054.00
	12/31/2021	G.8120.58010			FICA	YE BUDGET CLOSING	BA	921.00
	12/31/2021	G.8120.58020			Workers Compensation	YE BUDGET CLOSING	BA	1,157.00
	12/31/2021	G.8120.58040			Hospital & Medical Insurance	YE BUDGET CLOSING	BA	1,763.00
	12/31/2021	G.8120.58050			Retirement	YE BUDGET CLOSING	BA	3,561.00
	12/31/2021	G.8130.51010			Full Time Wages	YE BUDGET CLOSING	BA	80,147.00
	12/31/2021	G.8130.51100			Overtime	YE BUDGET CLOSING	BA	4,380.00
	12/31/2021	G.8130.51120			Longevity	YE BUDGET CLOSING	BA	7.00
	12/31/2021	G.8130.51130			Out of Grade	YE BUDGET CLOSING	BA	21,180.00
	12/31/2021	G.8130.51150			Holiday Pay	YE BUDGET CLOSING	BA	4,300.00
	12/31/2021	G.8130.51170			Additional & Other Compensation	YE BUDGET CLOSING	BA	6,907.00
	12/31/2021	G.8130.54005			Office Supplies	YE BUDGET CLOSING	BA	111.00
	12/31/2021	G.8130.54050			Equip. Maintenance/Repair	YE BUDGET CLOSING	BA	21,292.00
	12/31/2021	G.8130.54055			Professional Services	YE BUDGET CLOSING	BA	15,211.00
	12/31/2021	G.8130.54076			Property Repairs	YE BUDGET CLOSING	BA	16,333.00
	12/31/2021	G.8130.54077			Const. & Maint. Supplies	YE BUDGET CLOSING	BA	4,162.00

City of Lockport Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type	
	12/31/2021	G.8130.54078	Gasoline, Oil, Diesel Fuel		YE BUDGET CLOSING		BA	2,741.00	
	12/31/2021	G.8130.54085	Clothing and Uniforms		YE BUDGET CLOSING		BA	138.00	
	12/31/2021	G.8130.54520	Chemicals		YE BUDGET CLOSING		BA	5,922.00	
	12/31/2021	G.8130.54540	Utility System Reform		YE BUDGET CLOSING		BA	300,817.00	
	12/31/2021	G.8130.54605	Telephone Services		YE BUDGET CLOSING		BA	3,129.00	
	12/31/2021	G.8130.54610	Internet Services		YE BUDGET CLOSING		BA	3,746.00	
	12/31/2021	G.8130.54620	Utilities - Natural Gas		YE BUDGET CLOSING		BA	753.00	
	12/31/2021	G.8130.54623	Utilities - Electricity		YE BUDGET CLOSING		BA	29,686.00	
	12/31/2021	G.8130.54635	Refuse Disposal		YE BUDGET CLOSING		BA	1,883.00	
	12/31/2021	G.8130.58020	Workers Compensation		YE BUDGET CLOSING		BA	9,624.00	
	12/31/2021	G.8130.58040	Hospital & Medical Insurance		YE BUDGET CLOSING		BA	1,952.00	
	12/31/2021	G.8130.58050	Retirement		YE BUDGET CLOSING		BA	22,550.00	
	12/31/2021	G.8135.51010	Full Time Wages		YE BUDGET CLOSING		BA	24,062.00	
	12/31/2021	G.8135.51130	Out of Grade		YE BUDGET CLOSING		BA	8,736.00	
	12/31/2021	G.8135.51170	Additional & Other Compensation		YE BUDGET CLOSING		BA	3,000.00	
	12/31/2021	G.8135.54050	Equip. Maintenance/Repair		YE BUDGET CLOSING		BA	9,187.00	
	12/31/2021	G.8135.54515	Special Supplies		YE BUDGET CLOSING		BA	29,561.00	
	12/31/2021	G.8135.58040	Hospital & Medical Insurance		YE BUDGET CLOSING		BA	3,259.00	
	12/31/2021	G.8135.58050	Retirement		YE BUDGET CLOSING		BA	6,458.00	
	12/31/2021	G.9000.58045	Medical Insurance - Retirees Traditional		YE BUDGET CLOSING		BA	2.00	
	12/31/2021	G.9000.58052	Retirement Leave Payout		YE BUDGET CLOSING		BA	25,000.00	
	12/31/2021	G.9901.59000.H	Interfund Transfer To Capital		YE BUDGET CLOSING		BA	11,973.00	
	12/31/2021	MS.0000.30599	Appropriated Fund Balance		YE BUDGET CLOSING		BA	112,964.00	
	12/31/2021	MS.1710.54057.HI	Administrative Expense Health Insurance		YE BUDGET CLOSING		BA	19,691.00	
	12/31/2021	MS.1710.54071	Medical Insurance - Medicare Part B		YE BUDGET CLOSING		BA	7,257.00	
	12/31/2021	MS.1710.54700	Medical Claims		YE BUDGET CLOSING		BA	139,912.00	
Number of Entries: 264								\$2,274,664.00	\$1,709,530.00

Paul Oates

From: Carrie Gugliuzza <cgugliuzza@lockportny.gov>
Sent: Wednesday, February 9, 2022 12:00 PM
To: Poates@lockportny.gov; aPolichette@lockportny.gov
Cc: bsmith@lockportny.gov; 'Carrie Gugliuzza'; mroman@lockportny.gov
Subject: RFP and Resolution
Attachments: RFP Home Improvement loan 2022.doc; Resolution for RFP HIP 2022.docx; Legal Notice Request for Proposals HIP 2022.docx

Hi Paul,

Please see attached RFP and Resolution for RFP for the newly awarded Home Improvement Program grant for the City of Lockport. Can you please put this on the agenda for February 23 meeting?

Also, attached is the Legal Notice Request, if you could please have this published after the Resolution is approved on the 23rd?

Any questions please let us know. Thank you!

Thank you,

Carrie Gugliuzza

Program Administrator – Community Development

City of Lockport
One Locks Plaza
Lockport, NY 14094
716-439-6686

WHEREAS, the City of Lockport completed a Community Needs Assessment through the New York State Office of Community Renewal, and

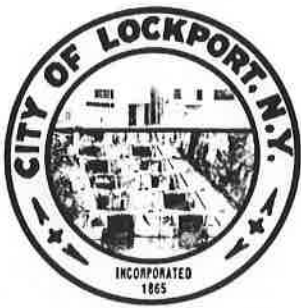
WHEREAS, the Community Needs Assessment recommended an action plan that identified the need to offer grants to homeowners for making significant housing improvements, and

WHEREAS, the New York State Office of Community Renewal offers a Home Improvement Program through the Affordable Housing Corporation that offers grants for significant housing improvements, and

WHEREAS, the City of Lockport applied for and was awarded a \$500,000 grant through the Office of Community Renewal for a Home Improvement Program, with \$50,000 in Administrative/Operating Expenses, therefore let it be

RESOLVED, that the Director of Community Development is hereby authorized and directed to prepare bid specifications for the Affordable Housing Corp. Grant Program management and delivery services to implement the City of Lockport home improvement program, and be it further

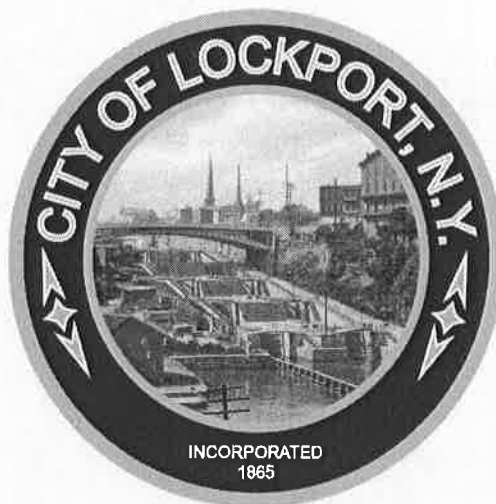
RESOLVED, that upon receipt of said specifications, the City Clerk is authorized and directed to advertise for bid proposals for same.



Department of Community Development

**REQUEST FOR PROPOSALS
AHC Grant ID # 1S34**

***PROGRAM MANAGEMENT AND DELIVERY SERVICES
TO IMPLEMENT THE CITY OF LOCKPORT
NEW YORK STATE AFFORDABLE HOUSING
CORPORATION (AHC)
HOME IMPROVEMENT PROGRAM***



***ISSUE DATE: Wednesday, February 23, 2022
DUE DATE: Friday, March 25, 2022 - 4:00 P.M.***



SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The City of Lockport Community Development Department (CD Department) works to eliminate or prevent the spread of deterioration through residential rehabilitation and to act in the public interest on behalf of the citizens of the City of Lockport. The CD Department manages the City of Lockport's Home Improvement Program (HIP) and seeks a professional qualified organization to manage and provide program delivery services for the City of Lockport Home Improvement Program.

1.2 PROPOSAL CLOSING DATE

Sealed submittals (one original and two unbound, single-sided copies - clipped or in three ring binders) must be received by the CD Department no later than

Friday, March 25 2022 at 4:00 p.m. (EST)

The submittals must be sealed, and the outside envelope must be clearly marked
"AHC Grant ID # 1S34"

Packages must be submitted to:

City of Lockport, Community Development Department
Attention: Mrs. Carrie Gugliuzza, Program Administrator
One Locks Plaza
Lockport, NY 14094

Late proposals will not be considered.

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the CD Department. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted. **Faxed submissions will not be accepted.**

1.3 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted in writing no later than **March 18, 2022** to:

Community Development
City of Lockport
One Locks Plaza
Lockport, N.Y. 14094
Fax: (716) 439-6605

Written questions may be sent via email directly to Mrs. Carrie Gugliuzza at cgugliuzza@lockportny.gov. Written answers will be sent to all vendors listed by the Council as receiving a copy of this Request for Proposals (RFP). No questions will be accepted by phone or as walk ins.

REQUEST FOR PROPOSALS – CITY OF LOCKPORT – AHC GRANT ID # 1S34 PROGRAM
MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT THE CITY OF LOCKPORT HOME
IMPROVEMENT PROGRAM

1.4 PROPOSAL ACCEPTANCE

The Lockport Common Council reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Furthermore, the Council reserves the right to make a whole award, partial award, or no award at all.

1.5 TERM OF CONTRACT

The term of the contract will be two (2) years from the date the contract is executed and will include underwriting and application processing for the emergency and rehabilitation loan programs, (including the Target Streets) (50/50), NYS AHC and other owner-occupied housing rehab programs developed by the Department of Community Development.

1.6 SCHEDULE OF KEY ACTION DATES

DATE	EVENT
02/23/22	Release Request for Proposals
03/18/22	Review RFP and submit questions to CD Department
03/25/22	RFP response due to CD Department
03/25/22-03/30/22	Submissions evaluated
04/06/2022	Recommendations to Council Board for approval
04/22/2022	Anticipated start-up date of the contract

1.7 OBTAINING A COPY OF THE RFP:

To obtain a copy of the RFP, organizations can visit our website at:

<https://www.lockportny.gov/community-development/> or contact the Community Development Department at (716) 439-6686 or pick-up a copy at City Hall. Any addenda issued for this RFP will be published at the above-referenced website and will be provided to any interested group.

SECTION II: PROPOSAL FORMAT

The Program Administrator and other personnel of the Consultant shall provide the following program delivery services:

2.1 Program Participant Eligibility Determination

- a. Assist the City in reviewing HIP applications for completeness.
- b. Verify applicant's household income, ownership, mortgage information, and existence of current fire insurance on property to be improved (through third party documentation).
- c. Determine eligibility for the housing program grant and/or loan.
- d. Prepare and send grant and/or loan award letter to property owner.

2.2 Conduct Initial Property Inspections and Prepare Work Write-Up and Cost

Estimate

- a. Conduct initial property inspection, with a representative of the City's Building Inspection Department, to determine, at a minimum, work items necessary to bring the structure into compliance with the Housing Quality Standards (HQS) established by the U.S. Dept. of Housing and Urban Development (HUD) and correct major systems in danger of failure.
- b. Conduct lead risk assessment in accordance with provisions of the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- c. Based on initial property inspection and program guidelines, prepare the work write-up and in-house itemized cost estimate.
- d. Conduct additional property inspections with other inspection professionals, when necessary, to assess a specific problem item, review the report, and modify work write-up, cost estimate and specifications based on the professional's report.

2.3 Prepare and Distribute Rehabilitation Specifications

- a. Review the work write-up and obtain approval of same with the property owner.
- b. Prepare specifications for rehabilitation work and secure owner approval.
- c. Prepare and send out contractor bid packets to the property owner.
- d. Assist the property owner in securing contractor estimates.
- e. Review and compare bids, obtain clarification, and, if necessary, prepare addenda, and obtain signatures.
- f. Review the contractor estimates with the owner and assist the owner in selecting the contractor(s).

2.4 Prepare/Execute Documents and Initiate Construction

- a. Prepare and send grant and/or loan award letters to property owner.
- b. Obtain Certificate of Insurance from selected contractor(s) evidencing current liability insurance limits and worker's compensation insurance.
- c. Prepare and send selection and non-selection letters to contractors.
- d. Prepare the Owner/City agreement and obtain proper signatures.
- e. Prepare the Owner/Contractor agreement(s) and obtain proper signatures.
- f. Attend pre-construction meeting with city, property owner, and selected contractor(s), and disseminate copies of all documents from the meeting to appropriate individuals.
- g. Obtain copy of building permit from contractor(s); prepare and send Notice of Order to Proceed to contractor(s).
- h. Be available via telephone or meetings to respond to questions from the City, property owner, and contractor(s).

2.5 Conduct Interim Inspections

- a. Conduct a minimum of one inspection on each project.
Note: City Building Inspection Department will be conducting a minimum of one additional inspection on each project.
- b. Assist in the resolution of any problems that occur during rehabilitation.
- c. Assist with change orders during rehabilitation, prepare appropriate paperwork and obtain required signatures.
- d. Assist the City in preparing and processing documentation for progress payments.
- e. Be available via telephone or meetings to respond to questions from the City, property owner and contractor(s).

2.6 Conduct the Final Inspection

- a. Conduct a final inspection to ensure work was completed in a workmanlike manner and to specifications, and that the unit is in compliance with HUD HQS standards.
- b. Conduct lead clearance test in accordance with applicable federal laws (previously noted).
- c. Obtain from contractor(s) all required forms such as Certificate of Occupancy, Board of Fire Underwriters Certificate, etc.
- d. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor.
- e. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor(s).
- f. Assist the City in preparing the documentation and the contractor's request for final payment and obtain proper signatures; prepare warranty forms and secure signatures.
- g. Be available via telephone or meetings to respond to questions from the City, property owner, and contractor(s).

2.7 Administrative Activities

- a. Prepare and submit reports and retain documentation.
 - 1. Prepare and submit documentation to the City for payment of services.
 - 2. Maintain a cumulative total of rehabilitation funds expended and the remaining balance.
 - 3. Prepare and submit to the City progress reports summarizing program status and specific activities undertaken, as requested.
 - 4. Attend AHC program review meetings, as requested by the City.
- b. The Consultant shall maintain the necessary personnel to ensure efficient implementation of rehabilitation activities.
- c. For the performance of tasks and assignments specified in Section A, the City
Home Improvement Program Administration AHC Grant ID # 1Q23

REQUEST FOR PROPOSALS – CITY OF LOCKPORT – AHC GRANT ID # 1S34 PROGRAM
MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT THE CITY OF LOCKPORT HOME
IMPROVEMENT PROGRAM

shall pay the Consultant for services provided, as follows:

Service Component	Price per Residence
1) Program Participant Eligibility Determination	\$ XX.00
2) Conduct Initial Property Inspection and Prepare Work Write-Up/Cost Estimate. Provide pictures of all Identified work areas.	\$XXX.00
3) Conduct Lead Risk Assessment	\$XXX.00
4) Prepare Rehabilitation Specifications	\$XXX.00
5) Prepare/Execute Documents and Initiate Construction	\$XXX.00
6) Conduct Interim Inspections (\$XX.00 per inspection; usually a minimum of one per project is required; additional inspections, as necessary, at \$XX.00 per inspection)	\$XXX.00
7) Conduct Lead Clearance Test	\$XXX.00
8) Coordinate requisite plumbing and electrical inspections.	\$XXX.00
9) Conduct Final Inspection including pictures of all completed work.	\$XXX.00
	<hr/>
TOTAL	\$XXXX.00

Price per Ineligible Income Determination

Income Determination for each Application Determined Ineligible to Participate	\$ XX.00
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REQUEST FOR PROPOSALS – CITY OF LOCKPORT – AHC GRANT ID # 1S34 PROGRAM
MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT THE CITY OF LOCKPORT HOME
IMPROVEMENT PROGRAM

- d. Payments shall be based on performance of services for the fees specified in Section C, which includes overhead. Payments shall be made upon the submission of a properly executed City purchase order and invoice that itemizes the services provided.
- e. The Consultant and the City agree to indemnify and hold harmless the other and its officials and employees from any and all liability arising out of any violations of Federal, State or Local statutes, rules or regulations as a result of any acts of the indemnifying party, its employees or agents in the administration of the HIP.
- f. The Consultant acknowledges and agrees that the fee for its services specified in paragraph C herein, shall not be increased for any reason without the prior written consent of the Common Council of the City of Lockport.
- g. The City agrees to provide office space for on-site administration and program delivery of the HIP Program and the maintenance of all HIP records required by New York State Affordable Housing Corporation.
- h. Administrative, Contractual and Legal Remedies: All claims, counter claims, disputes and other matters in question between the City and the Consultant arising out of or relating to this Agreement or the breach or violation of it shall be decided and resolved through a joint meeting between the City and the Consultant to review the issue(s) and to work out a mutually agreeable solution. In the event that this administrative remedy fails to resolve the matter(s) discussed at the joint meeting, the Consultant shall submit the matter to arbitration, if the parties hereto mutually agree, or to a court of competent jurisdiction within New York State.
- i. Termination for Cause: It is expressly understood and agreed that the City may terminate this Agreement for cause at any time by giving the Consultant thirty (30) days written notice. Such notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. The phrase “for cause” shall mean a serious violation or breach of the terms of this Agreement by the Consultant that cannot be resolved through the administrative remedies provided in Section I.
- j. Termination for Convenience: It is expressly understood and agreed that the City may terminate this Agreement for convenience at any time by giving the Consultant ninety (90) days written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. It is expressly understood and agreed that the Consultant may terminate this Agreement for convenience at any time by giving the City ninety (90) written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the City.

REQUEST FOR PROPOSALS – CITY OF LOCKPORT – AHC GRANT ID # 1S34 PROGRAM
MANAGEMENT AND DELIVERY SERVICES TO IMPLEMENT THE CITY OF LOCKPORT HOME
IMPROVEMENT PROGRAM

- k. Compensation in the Event of Termination: If either the City or the Consultant terminates this Agreement, the Consultant shall be compensated for all services performed up to the date of termination. The payment request shall comply with requirements specified in Section C.

Please Note: Proposals must be received by **4:00 PM Friday, March 25, 2022.**

Deliver to: Carrie Gugliuzza
Program Administrator
1 Locks Plaza
Lockport, NY 14094

or

E-mail to: cgugliuzza@lockportny.gov

022322.____

By Alderman :

Whereas, the City of Lockport, pursuant to Agreement dated December 17, 1969, and multiple amendments thereto, accepted sewage from the Town of Lockport sewage collector system, located in certain areas of the Town, and

Whereas, the City and Town entered into a new Agreement dated August 6, 2003, running from January 1, 2002 through December 31, 2006, and

Whereas, the City and Town entered into an extension of said Agreement dated August 6, 2003, running from January 1, 2007 through December 31, 2008, and

Whereas, the parties entered into renewals of said contract for an additional period of two years through December 31, 2010, and through December 31, 2012, and for a period of five years from January 1, 2015 through December 31, 2018, and

Whereas, the parties again extended the sewer contract for an additional period from January 1, 2019 through December 31, 2021, for the sum of \$637,660.00 per year; and

Whereas, the parties wish to renew said Agreement dated August 6, 2003 for an additional two years while the City investigates and analyzes the inflow from Town sewer pipes; now be it

Resolved that the Mayor be and is hereby authorized and directed to renew the August 3, 2003 sewer contract for an additional period from January 1, 2022 through December 31, 2022, at an increased rate of three percent (3%), and from January 1, 2023 through December 31, 2023 at an additional increase of two and one-half percent (2 ½ %),

Seconded by Alderman _____.

Paul Oates

From: Jamie Elmer <jelmer@lockportny.gov>
Sent: Tuesday, February 15, 2022 10:45 AM
To: 'Paul Oates'
Cc: 'Tim Russo'
Subject: RE: Contract amendment
Attachments: 2022 Retained Engineer proposal with nci signed.pdf

Good call Paul!

Yes, please add to the agenda, as you have suggested. Thanks!

Also, I asked them for a proposal for the 2022 extension – see signed proposal attached. Thank you.

Jamie

From: Paul Oates [mailto:poates@lockportny.gov]
Sent: Tuesday, February 15, 2022 8:53 AM
To: 'Jamie Elmer' <jelmer@lockportny.gov>
Cc: 'Tim Russo' <trusso@lockportny.gov>
Subject: Contract amendment

Hi Jamie,

The agenda for the next Council meeting goes out this Thursday and I was wondering if we need a resolution for an extension to the city's agreement with Nussbaumer & Clarke?

If so, we can probably use the attached resolution from 2020, simply by changing the dates.

Please let me know if you're ready to move ahead with this and I'll put it on for the next meeting (February 23rd).

Thanks.

Paul K. Oates
City Clerk



December 23, 2021

Mr. James Elmer, P.E.
Director of Engineering
City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

Re: Professional Engineering Services Proposal
City of Lockport, Fiscal Year 2022 Engineering Retainer
File No.: 19P1-0177

Dear Mr. Elmer:

Nussbaumer & Clarke, Inc. (Nussbaumer) would like to thank you for the opportunity to serve as Retained Engineer during Fiscal Year 2021. We are pleased to submit this Scope of Services to support the City of Lockport as Retained Engineer for Fiscal Year (FY) 2022.

We have prepared the following Scope of Services in accordance with our recent discussions with City Officials.

1.0 General Engineering Support Services

General Engineering Support services are classified as specific City requests that may involve attendance and engineering guidance at meetings, assessment of engineering issues, and other related activities. Many of the services will be provided on an as-needed or "on-call" basis. Nussbaumer's involvement will be as directed and coordinated by the Director of Engineering and/or Mayor. A listing of potential General Engineering Support Services is provided below:

- Attendance at City Council meetings or other related meetings, as determined by the City, for the purpose of reporting on the status of engineering and/or infrastructure issues.
- Review minutes of any or all meetings as designated by the City.
- Research engineering, infrastructure, and related topics for presentation and/or providing engineering guidance at City Council or other meetings.
- Providing consultation for SEQR proceedings for Unlisted and Type 1 Actions (not requiring an Environmental Impact Statement).
- Advising the City Council and other City Departments on "day to day" technical matters.
- General code review and consultation, as required.
- Development of preliminary project cost estimates for planning purposes.
- Site plan reviews as required.
- Supply information and advice to architects, engineers, and developers related to proposed projects in the City.
- Provide assistance with development of Scope of Work for proposed capital improvement projects.
- Identification of potential project funding sources for capital projects.
- Advertisement and bidding assistance.
- Construction administration and construction observation support.
- Assist the City with preparation of funding applications.

Mr. James Elmer, P.E.
Director of Engineering
City of Lockport
December 23, 2021



1.1 Proposed Fee

Since the level of effort will vary over the FY, Nussbaumer will invoice our services on an hourly basis for the actual number of person-hours expended on behalf of the City at our 2022 Standard Rates.

Effort expended will be reviewed with the Director of Engineering prior to invoicing. Invoicing will be done monthly, in accordance with the City's Approved Budget for 2022. Nussbaumer will not expend additional effort beyond the budgeted amount without prior approval from the City.

We look forward to working with the City during FYs 2022. Please do not hesitate to contact me at any time with any questions you have.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Michael T. Marino, P.E.
Chief Executive Officer

Attachment: 2022 Hourly Rate Table

c: File – 01 (w/attach.)

Accepted by: **CITY OF LOCKPORT**

Signature: Title: Director of Engineering
Printed Name: James Elmer Date: 1/10/2022



CORPORATE OFFICE
 3556 Lake Shore Road
 Suite 500
 Buffalo, NY 14219-1494
 Phone: (716) 827-8000
 Fax: (716) 826-7958

BRANCH OFFICES
 Lockport
 North Tonawanda
 East Aurora

2022 HOURLY RATE SCHEDULE

Job Title	Hourly Rate
Principal Engineer / Principal Surveyor	\$230.00
Sr. Associate	\$168.00
Associate	\$153.00
Project Manager	\$144.00
Sr. Project Engineer	\$139.00
Project Engineer / Project Architect	\$124.00
Engineer 2	\$108.00
Engineer 1	\$93.00
Sr. CADD Designer	\$134.00
CADD Designer	\$105.00
CADD Technician	\$93.00
Engineering Technician	\$82.00
Municipal Infrastructure Specialist	\$92.00
Water Distribution Specialist 1	\$93.00
Water Distribution Specialist 2	\$67.00
Project Surveyor	\$129.00
Survey Technician 3	\$103.00
Survey Technician 2	\$88.00
Survey Technician 1	\$77.00
1 Person Survey Crew	\$155.00
1 Person Survey Crew (Prevailing Wage)	\$200.00
2 Person Survey Crew	\$180.00
2 Person Survey Crew (Prevailing Wage)	\$300.00
Construction Administrator	\$103.00
Sr. Construction Observer	\$113.00
Construction Observer	\$93.00
Grant Writer	\$72.00
Administrative Assistant	\$72.00
Testimony/Court Attendance (above rate for Job Classification - 4 Hour Minimum Charge)	

Fixed Costs

Mileage	at Current Federal Rate
Expenses such as Tolls, Copies, Printing	at Cost
Subconsultant or Third Party Expense	at Cost plus 10%

Rates are subject to increase January 1st of each calendar year.

This proposal is issued subject to the client's acceptance of the terms and conditions set forth on the attached/included Schedule "A". By accepting the proposal, the client agrees that these terms and conditions will be incorporated into the resulting agreement ("Agreement") between the client and Nussbaumer & Clarke, Inc. ("Nussbaumer") for the work covered in the proposal ("Work").

SCHEDULE "A"

It is understood that fees quoted herein for the Work are subject to change upon written notice to the client should unforeseen complications and/or problems develop during the course of the Work.

No documents will be released unless all fees have been paid for Work completed. The client agrees that Nussbaumer will not be responsible for providing copies of records generated for this project in case of loss of records by fire, theft or other causes. Copies of finished product will be furnished upon payment for costs of reproductions.

Original tracings of drawings and all other records generated in connection with the Work are the property of Nussbaumer and may not be used without written permission. Tracings may be filed with the County or Municipality, if the tracing was produced for that purpose. Reproducible tracings will be furnished at cost for preparing same and will be noted as a copy. With the exception of original submittals, any blueprints ordered and used in connection with the Work will be billed at cost.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Nussbaumer and its officers, directors, members, partners, agents, employees, and consultants, to client and/or owner and anyone claiming by, through, or under client and/or owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Work from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Nussbaumer or its officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Nussbaumer for the Work. Nussbaumer shall not be liable to the client under any circumstances for indirect, special, incidental or consequential damages, nor shall Nussbaumer be liable to the client for lost revenue or profits of any nature or character.

To the fullest extent permitted by law, the client agrees to indemnify and hold Nussbaumer, along with its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, and employees (collectively "Indemnitees") harmless from, against and for all claims by third parties ("Third-Party Claims"), which are caused by the negligence or willful misconduct of the client or its employees, agents, consultants, or anyone acting by, through, on behalf of, or under the client. Notwithstanding the foregoing or anything else in the Agreement, the client's indemnification obligations do not apply to any Indemnitee for any portion of any Third-Party Claims caused by the negligence of such Indemnitee.

This Agreement, unless previously terminated by written notice shall be terminated by completion of the Work. Termination before completion shall be accompanied by payment for Work completed to that date at per diem rates set forth in the attached schedule of fees.

All claims or disputes of any kind arising out of the relationship between client and Nussbaumer shall be submitted to mediation prior to filing suit. The language to be used in mediation shall be English. Any action filed between the parties shall be filed in the state or federal courts in and for Erie County, New York. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

Nussbaumer shall render invoices to client monthly as set forth in this proposal. Invoices shall be due and payable in full by the client to Nussbaumer within 30 days of billing. If payment is not received within 60 days of billing, client shall be considered in breach of contract and Nussbaumer reserves the right to stop Work under this Agreement, or work under any other other agreement with the client, until such time that all Work is paid in full, including interest at 18% per annum commencing at the 60th day from billing. If applicable, all outstanding unpaid invoices must be paid in full prior to filing of the Map Cover with the county Clerk's Office.

Client shall promptly review invoices and notify Nussbaumer of any objection thereof; absent such objection in writing within fifteen (15) days of the date of the invoice, the invoice shall be deemed proper and acceptable.

It is also agreed and understood that in the event that Nussbaumer finds it necessary to take legal action for collection of any outstanding amounts due under this Agreement, the client herein agrees to pay all costs of litigation, including legal fees, court costs, filing and/or recording fees as well as costs involving time spent in preparation for litigation and/or legal proceedings. Should legal proceedings be initiated, it is understood that all proceedings would take place in Erie County, New York. This Agreement, the Work, and any disputes relating to either the Agreement or the Work shall be governed by the laws of the State of New York, without regard to conflicts of law rules.

This proposal shall be valid for a period of 30 days, after which Nussbaumer shall have the right to revise any portion thereof. It is also understood that fees quoted herein shall be subject to a 10% increase for those phases of Work not yet completed after a period of one year from date of authorization to proceed.

All fees quoted are for the Work as outlined. Any work not ordered will not be billed. Any work not included in the Agreement or any additional items which may be necessary in order to comply with laws, rules or regulations made effective subsequent to this proposal will be charged as extras on a time basis or a mutually agreed upon fixed fee.

Quantities and cost estimates are subject to change due to, but not limited to, actual field conditions encountered, additions or changes to the Work, and changes in conditions on which estimates were based. The client acknowledges and agrees that Nussbaumer was entitled to and did in fact rely on the information provided by the client in performing estimates concerning the Work as embodied in this proposal.

Any revisions to the Work caused by client, Municipality, County or Governmental or Governing Agencies, to the extent they increase Nussbaumer's costs of performance under the Agreement, shall be billed in accordance with the itemized per diem schedule.

The client shall arrange or establish Nussbaumer's right to enter the property. If the client does not own the site, Nussbaumer shall require reasonable verification that permission to enter the site has been granted.

The parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements concerning or relating to the Work other than as contained in the Agreement. All previous negotiations and agreements between the parties concerning or relating to the Work are merged into the Agreement. Modifications of the Agreement must be in writing, except to the extent that the invoice may include, and client shall be obligated to pay, fees or expenses that were orally authorized in order to proceed promptly with the Work.

Paul Oates

From: Tim Russo <trusso@lockportny.gov>
Sent: Friday, February 18, 2022 9:41 AM
To: 'Paul Oates'
Cc: 'Abbey Polichette'
Subject: RE: Asset Forfeiture resolution
Attachments: DA Asset Forf. Resolution.docx; DEA Fund Docket.pdf

Hello,

Please see the attached.

As you'll notice, the police chief decided to change the account to DEA funds.

Thanks,

Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

From: Paul Oates <poates@lockportny.gov>
Sent: Friday, February 18, 2022 9:03 AM
To: 'Tim Russo' <trusso@lockportny.gov>
Subject: Asset Forfeiture resolution

Tim,

Normally, we would send out the minutes on Monday. Since it is a holiday, however, we're going to send them out this afternoon. If you think this resolution will be prepared by then, please send it along. If not, it can wait 'til next week.

Thank you!

Paul K. Oates
City Clerk

Whereas, the City of Lockport Police Department participates in joint enforcement activities with the Federal Drug Enforcement Agency and the Niagara County Drug Task Force; and

Whereas, the City of Lockport Police Department receives, from time to time, funds generated from these joint enforcement activities which are to be used for the purchase, maintenance and/or replacement of capital equipment within the Police Department; and

Whereas, the Police Department has identified the need to improve their communication room; now, therefore, be it

Resolved, that the 2022 General Fund Budget is hereby amended as follows:

Increase:

Expense: A3120.54515 Special Supplies	\$11,724.01
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Revenue: A.3120.34389 Other Federal Public Safety	\$11,724.01
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City of Lockport - Resolution Request Form (For Finance Department)

Agenda Description:		Authorize DEA Funds	
Proposed By:	Chief Abbott	Date Submitted:	2/14/2022
<i>Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.</i>			
Summary: The police department has requested to utilize DEA funds to purchase improvements for the communication room. Funds were used in the prior year to purchase new chairs and this authorization would allow the department to purchase more furniture.			
Financial Impact (for current and following year): DEA cash account has enough funds to make the full purchase.			
Explanation of attachments: (1) email request, (2) trial balance showing balance of DEA account.			
For Requests Involving Budget Amendments:			
<i>Is New World budget print-out attached?</i>		<i>Is procurement worksheet attached?</i>	
Yes No		Yes No	
Increase Line Item:		Decrease Line Item:	
A.3120.54515 \$11,724,01			
A.3120.34389 \$11,724,01			
For Finance Director to Fill Out:			
<i>Date of Approval:</i>		<i>Resolution:</i>	
2/18/2022			

Trial Balance Listing

Through 02/18/22

Detail Balance Sheet Listing

Exclude Rollup Account

Account	Account Description	Balance Forward	MTD Debits	MTD Credits	Ending Balance	Prior Year MTD Balance
Fund A - General Fund						
1200.10	Cash M&T Universal Checking	9,133,786.71	380,378.07	10,100,955.13	(586,790.35)	3,688,495.70
1200.10T4	Cash Trust & Agency Savings	.00	.00	.00	.00	(388.00)
1200.12	Cash M&T Universal Cking-School	118,842.76	.00	.00	118,842.76	125,900.09
1200.13T	Cash Trust & Agency Cash	.00	.00	.00	.00	388.00
1200.15	Cash M&T Disbursing	.00	199,334.89	199,334.89	.00	.00
1200.DEA	Cash Police-Fed DEA	28,177.57	.00	.00	28,177.57	49,894.16
1200.DEAT	Cash DEA Treasury Funds	23,942.05	.00	.00	23,942.05	8,797.33
1200.FFM	Cash Police-Manhattan DA Forfeiture	52,652.00	.00	.00	52,652.00	.00
1200.FFT	Cash Police-DA Assets Forfeiture	8,281.76	.00	.00	8,281.76	22,723.79
1201.18	Cash in Time Deposits M&T Bank	338.68	.00	.00	338.68	291.91
1210.01	Petty Cash Treasurer's Office	350.00	.00	.00	350.00	350.00
1210.02	Petty Cash City Clerk	100.00	.00	.00	100.00	100.00
1210.03	Petty Cash Police	200.00	.00	.00	200.00	200.00
1210.04	Petty Cash Building Inspection	180.00	.00	.00	180.00	180.00
1210.05	Petty Cash Marina	50.00	.00	.00	50.00	50.00
1210.06	Petty Cash Pool	200.00	.00	.00	200.00	200.00
1250	Taxes Receivable, Current City	1,594,502.04	.00	.01	1,594,502.03	1,570,551.79
1290	School Taxes Receivable	993,653.31	.00	.00	993,653.31	1,122,928.99
1320.00	Tax Sale Certificates 2000	414.25	.00	.00	414.25	414.25
1320.01	Tax Sale Certificates 2001	2,203.31	.00	.00	2,203.31	2,203.31
1320.02	Tax Sale Certificates 2002	5,532.57	.00	.00	5,532.57	5,532.57
1320.03	Tax Sale Certificates 2003	7,855.64	.00	.00	7,855.64	7,855.64
1320.04	Tax Sale Certificates 2004	7,927.24	.00	.00	7,927.24	7,927.24
1320.05	Tax Sale Certificates 2005	13,913.30	.00	.00	13,913.30	13,913.30
1320.06	Tax Sale Certificates 2006	15,118.71	.00	.00	15,118.71	15,118.71
1320.07	Tax Sale Certificates 2007	15,002.71	.00	.00	15,002.71	15,002.71
1320.08	Tax Sale Certificates 2008	15,211.68	.00	.00	15,211.68	15,211.68
1320.09	Tax Sale Certificates 2009	23,043.90	.00	.00	23,043.90	23,043.90
1320.10	Tax Sale Certificates 2010	37,922.69	.00	.00	37,922.69	37,922.69
1320.11	Tax Sale Certificates 2011	31,729.78	.00	.00	31,729.78	31,729.78
1320.12	Tax Sale Certificates 2012	33,061.98	.00	.00	33,061.98	33,061.98
1320.13	Tax Sale Certificates 2013	29,961.05	.00	.00	29,961.05	29,961.05
1320.14	Tax Sale Certificates 2014	23,560.79	.00	.00	23,560.79	27,199.08
1320.15	Tax Sale Certificates 2015	34,705.31	.00	.00	34,705.31	35,412.92
1320.16	Tax Sale Certificates 2016	50,029.61	.00	.00	50,029.61	62,628.28
1320.17	Tax Sale Certificates 2017	77,532.38	.00	.00	77,532.38	89,387.58
1320.18	Tax Sale Certificates 2018	149,566.12	.00	.00	149,566.12	197,308.69
1320.19	Tax Sale Certificates 2019	203,831.30	.00	.00	203,831.30	487,781.12
1320.20	Tax Sale Certificates 2020	477,984.62	.00	.00	477,984.62	967,702.54

Tim Russo

From: Tim Russo <trusso@lockportny.gov>
Sent: Monday, February 14, 2022 11:43 AM
To: 'Michelle Gelnett'
Cc: 'Kristin Schubring'
Subject: RE: PO

Hello,

The only funds for the communication room that I'm aware of is the remaining PO from Prentice (which is from the \$10k donation). The PO was for \$3,148.34 (see below).

Purchase Order	2021-00001310	Department	Police Police Department	G/L Date	12/03
Description	chairs for radio room	Vendor	1730 - PRENTICE OFFICE ENVIRONMENTS	Deliver by Date	
Type	Standard		PRENTICE OFFICE ENVIRONMENTS	Printed Date	12/03
Status	Open		472 FRANKLIN ST	Completed Date	
Bill To Location	Police - Police Department		BUFFALO, NY 14202	Expiration Date	
Assigned To Buyer					
Resolution Number					

Item 1	Description	Furniture & Office Equipment	Vendor Part Number	Amount
	Quantity	1.0000	Contract Number	Voided
	U/M	Each	Ship To Location	Police - Police Department
	Price per Unit	3,148.34	1099 Item	No
	Discount	0%	Taxable	No
	Status	Open	Confirming	No

G/L Account	Project	Amount	Expensed	Encuml
A.3120.54515 (Special Supplies)			.00	3,1

From Anne:

"Hi Tim:

We have two 2021 purchase orders in the system that won't be able to be completed until later this year because the materials have not arrived yet.

The first is for Prentice Office Systems for \$3,148.34 for furniture for the radio room. These items are scheduled to arrive sometime in mid-February.

The second is for Motorola Solutions for the new 911 system. It still has a balance of \$199,211.06. The items have been shipping in periodically.

We need to have those funds available in 2022 when the items arrive, and I'm sure that will be after the 2021 budget is closed out.

Can you transfer those funds and POs into the 2022 budget?

Let me know how to proceed with these.

Thank you, and enjoy the rest of your day,

Anne"

As there are no other funds being moved over into the FY 2022, the department will have to use their FY 2022 budget itself. Please place in line item A.3120.54515 Special Supplies.

Thanks!
Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

From: Michelle Gelnett <mgelnett@lockportny.gov>
Sent: Monday, February 14, 2022 11:18 AM
To: Timothy Russo <trusso@lockportny.gov>
Subject: Re: PO

The one that was approved was the first delivery. I have 3 additional orders here. The remaining total is \$ 11724.01. I can give you a copy of the quotes we have. Let me know what you need from me.

Michele Gelnett
Senior Account Clerk
City of Lockport
1 Locks Plaza
Lockport, NY 14094
716-439-6740

From: "Timothy Russo" <trusso@lockportny.gov>
To: "Michelle Gelnett" <mgelnett@lockportny.gov>
Cc: "Kristin Schubring" <kschubring@lockportny.gov>
Sent: Monday, February 14, 2022 9:24:16 AM
Subject: RE: PO

Hello,

Yes, this was brought over to 2022 in the encumbrance review list.

REMAINING	LINE ITEM	FUND	VENDOR	2022 PO #	DE
\$ 3,148.34	A.3120.54515	A	1730 - PRENTICE OFFICE ENVIRONMENTS	2022-00000281	202

The PO for 2022 is officially open, please reach out to Kristin if you have questions about it.

Thanks!

Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

From: Michelle Gelnett <mgelnett@lockportny.gov>
Sent: Monday, February 14, 2022 9:15 AM
To: Timothy Russo <trusso@lockportny.gov>
Subject: PO

Tim,

I was wondering if the money for the communication room was transferred over. I know you were working with Anne on this. They are just wondering when they can order the furniture.

Thanks

Michele Gelnett
Senior Account Clerk
City of Lockport
1 Locks Plaza
Lockport, NY 14094
716-439-6740

From: [Chief Steven K. Abbott](#)
To: [Tim Russo](#)
Cc: sabbott@lockportny.gov
Subject: RE: Asset Forfeiture
Date: Wednesday, February 16, 2022 12:23:47 PM

Hello Tim,

The request for that amount needs to come out of our DEA account. Sorry for the confusion. There should be a little over \$26,000 in that account

Thanks

Chief Steven K. Abbott
Lockport Police Department
1 Locks Plaza
Lockport, NY 14094
[\(716\)439-6747](tel:(716)439-6747)
sabbott@lockportny.gov

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----- Original message -----

From: Tim Russo <trusso@lockportny.gov>
Date: 2/16/22 8:37 AM (GMT-05:00)
To: 'Michelle Gelnett' <mgelnett@lockportny.gov>, sabbott@lockportny.gov
Subject: Asset Forfeiture

Good morning,

I have received the request to use the asset forfeiture account for the \$11,724.01 purchase for communication room improvements, but noticed that the balance on the asset forfeiture account is only \$8,281.76.

Shall I proceed with authorizing the full value of \$8,281.76 and you can use your budget for the remaining ~\$3k?