

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

July 13, 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.

071322.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of June 22, 2022 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

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:

6/8/22 Erin R. Zych, Recovery Peer Services Coordinator for Independent Living of Niagara County – request permission to use Veteran's Park for the annual Lockport Overdose Awareness Day Rally on August 31st, 2022.

6/17/22 Jessica McIntyre, 5 Bright Street, Lockport, NY, on behalf of Cure SMA – request permission to use Widewaters Park at Nelson Goehle Marina for 'Bella's Walk for Cure SMA' on August 6th, 2022.

6/30/22 Don Jablonski, Director of Niagara County Employment & Training – request permission to use Ida Fritz Park on August 10th for a Career Fair.

7/1/22 Edla Collora, Harrison Place Site Coordinator – request permission to close the sidewalk adjacent to Harrison Place at 190 Walnut, through October 30, 2022, while exterior façade work is completed.

Referred to Committee of the Whole.

Notice of Complaint:

6/29/22 28 Morrow Avenue – tree

Referred to the Director of Highways, Parks and Water Distribution

MOTIONS & RESOLUTIONS

071322.2

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 July 14, 2022 as follows:

General Fund	Fund A	\$
Water Fund	Fund FX	\$
Sewer Fund	Fund G	\$
Capital Projects	Fund H	\$
Self-Insurance	Fund MS	\$
Refuse & Recycle	Fund CL	\$

Payroll	Pay Date 6/16	\$496,473.62
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Seconded by Alderman _____ and adopted. Ayes _____.

071322.3

By Alderman Beakman:

Resolved, that the Mayor and Common Council do hereby extend congratulations and appreciation to the following City employees for their years of dedicated service to the City of Lockport:

<u>Employee</u>	<u>Years of Service</u>	<u>Title</u>
Daniel Barrancotta	10	Police Officer

Seconded by Alderman _____ and adopted. Ayes _____.

071322.4

By Alderman _____:

Whereas, August 31st has been recognized as International Overdose Awareness Day since 2001, and is the world's largest annual campaign to end overdose; and

Whereas, an Overdose Awareness Rally in Lockport is planned, offering outreach for agencies, programs and/or services that support people with substance use disorder/addiction as well as NARCAN training; and

Whereas, speakers will be attending to share their experiences working with people who have overdosed; now, therefore, be it

Resolved, that pursuant to their request, the organizers of the Overdose Awareness Rally are hereby granted permission to hold said event at Veterans Memorial Park on East Avenue in Lockport on Wednesday, August 31st, 2022 from 5pm until 8pm; and be it further

Resolved, that permission is subject to filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.5

By Alderman _____:

**City of Lockport
Local Law No. 4 of the year 2022**

A LOCAL LAW to amend Section 156 of the Lockport City Code – Roll Off Containers

BE IT ENACTED by the Common Council of the City of Lockport, New York as follows:

Chapter 156 – Roll-Off Containers

§ 156-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

Code Enforcement Officer

The Code Enforcement Officer/Chief Building Inspector appointed pursuant to Lockport Municipal Code Chapter 66, Section 3 (b)

Container Permit

The permit issued by the Code Enforcement Officer to place a roll-off container within the City Right of Way.

§ 156-2. Permit required.

It shall be unlawful and an offense against this chapter for any person to place or caused to be placed a roll-off container upon any public street or right of way within the City

without first obtaining a permit therefor in accordance with the requirements prescribed by this chapter.

§ 156-3. Rules and regulations.

- A. A container permit shall be prominently displayed on each and every container to be placed within the City Right of Way.
- B. The street upon which any roll-off container is to be placed must meet a minimum width requirement of 26 feet, curb to curb.
- C. The roll-off container must be placed parallel to the curb with the street side of the container not more than eight feet six inches from the nearest curb adjacent to the container.
- D. The roll-off container shall only be placed on the side of the street that is designated for parking and shall not be placed within ten feet of a neighboring driveway.
- E. Roll-off containers shall have a permanent installation of not less than 16 square feet of diagonal reflectorized stripping material on each and every side of the roll-off container and shall also have stenciled or otherwise printed thereon, in English letters at least two inches in height, the name, address and telephone number of the owner-lessor.
- F. The roll-off container shall not obstruct any part of the sidewalk or the sidewalk area adjacent to the street, and the contents thereof shall be emptied and disposed of upon reaching the container's waterline.
- G. The owner-lessor shall be responsible for the repair of any street, sidewalk and curb damage caused by the placement, movement or removal of any roll-off container.
- H. The Code Enforcement Officer shall receive at least 48 hours' prior written notice from the owner-lessor before a roll-off container or dumpster is placed upon any street located within the City or on any City owned property.
- I. The Code Enforcement Officer shall receive written notice from the owner-lessor within 48 hours of the removal of a roll-off container or dumpster from a street located within the City or on any City owned property.
- J. The Code Enforcement Officer reserves the right to refuse the placement of any roll-off container from any street location if, in his judgment, he determines that the placement of any roll-off container at any street location shall constitute an obstruction or public nuisance or a hazard because of contour, narrow width, traffic or other highway conditions peculiar to the street at or near the proposed location.
- K. No roll-off container or dumpster shall be permitted to remain in a particular location for a period of time exceeding 7 days. The container permit application may be renewed

for an additional 7 days by notifying the Code Enforcement Officer in writing and submitting an additional container permit fee. The permit may only be renewed once.

L. There shall be a \$25 placement fee for each roll-off container or dumpster that is placed upon any street located within the City or on any City owned property. This fee covers a seven-day period.

§ 156-4. Application for permit.

The Code Enforcement Officer may issue a container permit for the use of a roll-off container upon any City streets or other City property, prior to the placement thereof, upon written application by the owner-lessor in accordance with the following terms and conditions.

A. Each permit shall be of seven days duration and shall require a written application to renew for a subsequent seven days.

B. Each application for a container permit hereunder shall be accompanied by a certificate of insurance from the owner-lessor indicating public liability coverage, insuring the City of Lockport in an amount not less than \$1,000,000.

C. A filing fee in the amount of \$25 shall accompany each application for a container permit hereunder.

D. The owner-lessor shall also be responsible to the Code Enforcement Officer for providing not only its own name and address in the original application and renewals thereof but in providing the name and address of the lessee for each and every rental of a roll-off container or dumpster.

§ 156-5. Removal of roll-off containers.

A. The Code Enforcement Officer reserves the right to remove a roll-off container from any street location upon violation of any section of this chapter or if, in his judgment, he determines that the placement of any roll-off container at any street location shall constitute an obstruction or public nuisance or hazard because of contour, narrow width, traffic or other highway conditions peculiar to the street at or near the roll-off container location.

B. Notice

1. Upon determination that the provisions of Subsection A herein have been violated, the Code Enforcement Officer shall cause to be served a written notice upon the owner-lessor that such roll-off container must be removed. The owner-lessor shall have two days from the date of the written notice to remove the roll-off container.

2. The written notice shall be by personal service or certified mail, postage paid, returned receipt requested, and addressed to such owner-lessor's last known address, and, if by certified mail, a copy of the notice shall be posted on the roll-off container.

C. In the event that the owner-lessor fails to remove the roll-off container within the time period stated in Subsection B herein, the Code Enforcement Officer shall cause such roll-off container to be removed. The owner-lessor shall be liable to the City of Lockport for any costs incurred in such removal and subsequent storage of such roll-off container, together with any dumping charge to remove any material in the roll-off container.

§ 156-6. Enforcement.

The Code Enforcement Officer shall have authority to enforce the provisions of this chapter and issue appearance tickets for offenses against this chapter.

§ 156-7. Penalties for offenses.

A. Any person committing an offense against this chapter or any section or provision thereof shall be guilty of a violation punishable by a fine not exceeding \$250 or by imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment.

B. Each day of continued violation shall constitute a separate offense.

C. In addition to the penalties stated herein, this chapter may be enforced by civil action, including an injunction, in a court of competent jurisdiction for violations of this chapter.

§ 156-8. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this chapter is adjudged invalid by a court of competent jurisdiction, the judgment shall not affect, impair or invalidate the remainder of this chapter but shall be confined in its operation to the clause, sentence, paragraph, section or part of this chapter that shall be directly involved in the controversy in which such judgment shall have been rendered.

This law shall be effective upon filing with the Office of the Secretary of State.

Seconded by Alderman _____. A roll call vote was taken which resulted as follows:

Alderman Barnard VOTING _____

Alderman Beakman VOTING _____

Alderman Devine VOTING _____

Alderman Fogle VOTING _____

Alderman Kantor VOTING _____

Alderman Pasceri VOTING _____

The Local Law was thereupon declared duly adopted.

071322.6

By Alderman _____:

Whereas, the mission of Cure SMA (Spinal Muscular Atrophy) is to lead the way in eradicating a leading genetic cause of death for infants; and

Whereas, a fundraiser has been organized that will include a walk aimed at helping to raise money for Cure SMA, in honor of a local child who suffers from the disease; and

Whereas, the fundraiser will include the walk, basket raffles, a Kid's Zone with family-friendly activities, and more; now, therefore, be it

Resolved, that pursuant to their request, Cure SMA is hereby granted permission to hold, "Bella's Walk for Cure SMA" at Widewaters Park at Nelson Goehle Marina on Saturday, August 6, 2022 from 10am until 4pm, subject to Cure SMA filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.7

By Alderman _____:

Whereas, General City Law 20(3) authorizes the City to accept donations from individuals or organizations, and to use said donations per the restrictions placed on them by the donor, regardless of minimum value; now, therefore, be it

Resolved, that the Mayor and Common Council do hereby extend thanks and appreciation to the Tioga Club for the gift of \$500 to be used for July 4th, 2022 weekend activities.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.8

By Alderman _____:

Whereas, resolution 012622.8 gave Soccer Shots Buffalo permission to conduct a Spring and Summer Soccer Program on Saturdays at Altro Park from April 23rd until September 3rd, 2022; and

Whereas, Soccer Shots Buffalo wishes to continue that youth soccer program for two additional months; now, therefore, be it

Resolved, that pursuant to their request, Soccer Shots Buffalo is hereby granted permission to conduct a Fall Soccer Program on Saturdays at Altro Park, from 8:30am until 11am, September 10th until November 12th, 2022, Soccer Shots Buffalo having

already provided the City Clerk with a certificate of insurance valid through June 1st, 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.9 – Retain Freed Maxick to Perform a Review of Proposed Ambulance Service - WITHDRAWN

071322.10

By Alderman _____:

Whereas, the City of Lockport desires to renew the lease for the Lockport Gas & Electric Building with Historic Lockport Mill Race, Inc. (HLMR), a not-for-profit corporation; and

Whereas, the term shall be a three-year term, retroactive to July 1, 2021 with an option to renew for five years with approval of the City; and

Whereas, the agreement will allow HLMR to further develop the property by obtaining grants or other funding; and

Whereas, an advisory board shall be established to create goals, objectives and solutions to the operation and marketing of the property; and

Whereas, the advisory board shall only have the authority to advise the City; now, therefore, be it

Resolved, that the City of Lockport approves the attached Lease agreement effective July 1, 2022.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.11

By Alderman _____:

Resolved, that pursuant to their request, the Niagara County Employment & Training Department is hereby granted permission to use Ida Fritz Park on Wednesday, August 10th, 2022 from 10 a.m. to 12 noon, with a rain date of Wednesday, August 17th, to host a Career Fair featuring various Lockport area employers. Said permission is subject to Niagara County Employment & Training filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured, and be it further

Resolved, that the Director of Highways, Parks and Water Distribution is hereby authorized and directed to arrange for the grass to be cut in the park prior to the event.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.12

By Alderman _____:

Resolved, that pursuant to their request, permission is hereby granted to the City of Lockport Youth and Recreation to barricade the south side of Outwater Drive in the park on Wednesday, July 27, 2022, from 10am until 12 noon for the 'Touch A Truck' event for the kids, and be it further

Resolved, that the Director of Highways, Parks and Water Distribution be and the same is hereby authorized and directed to arrange for delivery of barricades to said area prior to said event.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.13

By Alderman _____:

Whereas, Niagara Falls Memorial Medical Center's P3 Center for Teens, Moms & Kids provides women and families with support and services to promote well-being; and

Whereas, the P3 Center offers a free, community event called, "Fresh Air Fridays" focusing on play to develop skills for early childhood; and

Whereas, "Fresh Air Fridays" is held at various Niagara County parks, and the P3 Center would like to use Dolan Park on August 12th, 2022 for such an event; and

Whereas, the theme is, "Basketball & Balls", with free packaged snacks and water for the kids; now, therefore, be it

Resolved, that pursuant to their request, the P3 Center is hereby granted permission to hold a free, community event at Dolan Park on Friday, August 12th, 2022 from 12 noon until 3:30pm, subject to filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured; and be it further

Resolved, that the P3 Center be allowed to post lawn signs in city rights-of-way the week of the event, said signs to be removed by the P3 Center once the event is completed.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.14

By Alderman Pasceri:

Whereas, Resolution 031517.3 granted permission for a project to place sand, palm trees, chairs and beach umbrellas on city property located at Nelson C. Goehle Wide Waters marina; and

Whereas, Resolution 080217.12 directed the City to maintain the project subject to NYS Canal Corporation rules and regulations; and

Whereas, Lockport Public Arts Council requests permission to authorize the construction of a large sand sculpture on the property during July, 2022; now, therefore, be it

Resolved, that pursuant to their request, Lockport Public Arts Council be and the same is hereby granted permission to authorize the construction of a sand sculpture on city property, located at Nelson C. Goehle Wide Waters marina, subject to NYS Canal Corporation rules and regulations; and be it further

Resolved, that permission is subject to Lockport Public Arts Council filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.15

By Alderman Pasceri:

Whereas, Harrison Place is completing exterior work on the façade of Building 4 at 190 Walnut Street; and

Whereas, it is necessary to close the adjacent sidewalk to make room for the equipment needed to complete the work; now, therefore, be it

Resolved, that pursuant to their request, permission is hereby granted Harrison Place to close off the section of sidewalk on the south side of Walnut, adjacent to 190 Walnut, for the duration of the façade work; and be it further

Resolved, that permission is subject to Harrison Place filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured; and be it further

Resolved, that the Director of Highways, Parks and Water Distribution be and the same is hereby authorized and directed to arrange for delivery of barricades.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.16

By Alderman _____:

Resolved, that the Director of Highways, Parks and Water Distribution is hereby authorized and directed to sell via online auction, to the highest bidders, used Lockport Fire Department equipment, including a Honda hydraulic power plant, a Hurst Jaws of Life hydraulic cutter/spreader, a Hurst hydraulic cutter, two Hurst ram tools, two smoke ejector hangers, four Ferno operator stretchers, and a front center seat for a 2019 F-250; and be it further

Resolved, that the City Clerk is authorized and directed to advertise for same.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.17

By Alderman _____:

Whereas, the City of Lockport (City), is seeking a grant for development of a Local Waterfront Redevelopment Plan (LWRP) and intends to submit via the New York Consolidated Funding Application (CFA) for said grant; and

Whereas, the City project cost estimate for the LWRP Project is \$100,000; and

Whereas, the LWRP grant program through NYS Department of State (NYSDOS) is authorized to fund up to \$85,000 of the project cost; and

Whereas, Nussbaumer & Clarke, Inc. is authorized to prepare a grant application on behalf of the City via the CFA for the LWRP Project; and

Whereas, the Mayor is required to sign the grant application on behalf of the City as well as a Grant Agreement with the NYSDOS and any and all other contracts, documents and instruments necessary to bring about the Project if a grant is awarded; now, therefore, be it

Resolved, that the City authorizes and appropriates a minimum of 15% local match as required by the LWRP Grants Program. Under the LWRP, this local match

must be at least 15% of the total project cost of \$100,000. The maximum local share appropriated subject to any changes agreed to by the Mayor shall not exceed \$15,000 subject to receipt of a LWRP grant and available funding. The total estimated maximum grant is \$85,000. The Mayor may increase this local match through the use of in-kind services without further approval from the City; and be it further

Resolved, that the Mayor is authorized to sign a grant application on behalf of the City via the CFA to the NYSDOS LWRP Program for the Project; and be it further

Resolved, that should a LWRP grant be awarded to the City, the Mayor is authorized to execute a Grant Agreement with the NYSDOS and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City's obligations under the Local Waterfront Revitalization Program through NYSDOS.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.18 – Green Infrastructure Grant Program-Streetscape Phase 2 – BEING PREPARED

071322.19 – Water Quality Improvement Program-Gulf Sewer Phase 2 – BEING PREPARED

071322.20

By Alderman _____:

Whereas, pursuant to Section 61 of the City of Lockport Charter, when the Common Council has determined and so declared that real or personal property owned by the City of Lockport, New York, should be sold or conveyed for the interest of the City, the City of Lockport may sell and/or convey such personal or real property, for a valuable consideration, at public sale or by a negotiated private sale, and

Whereas, pursuant to Section 279-B of the City Charter no such sale shall be effective unless and until it has been reviewed by the City of Lockport Property Management Committee and has been approved and confirmed by a majority vote of the Common Council for sale or disposition by sealed bid; negotiated sale under provisions of the City's Best Use Policy; Homestead Policy; or negotiated sale; except that no such approval shall be required when the property is sold at public auction to the highest bidder, and

Whereas, the Real Property Management Committee met and determined that the following properties are not needed for municipal purposes, have little market value due to their irregular size and location and recommended that the properties be offered for sale to either the adjoining owners or other interested parties, and

Whereas, the following purchasers submitted a proposal offering to acquire each property for nominal consideration, and

Whereas, the City of Lockport desires to return said parcels to the tax rolls; now, therefore, be it

Resolved, that the Mayor be and is hereby authorized to enter into a Contract of Sale and execute a quit claim deed and related title documents necessary for the sale of the following properties to the following purchasers for nominal consideration.

PARCEL ID	Address	Purchaser
109.34-2-72	2 A Beverly Ave	Derrick L. Farmer

Seconded by Alderman _____ and adopted. Ayes _____.

071322.21

By Alderman Pasceri:

Whereas, the Greater Lockport Development Corporation (GLDC), conducted a public "Request for Projects," from City of Lockport commercial property owners who are interested in pursuing a renovation project utilizing New York State grant funds; and

Whereas, the purpose of which was to allow for an open, fair, and public project selection process, for consideration for such State-funded grant programs; and

Whereas, the GLDC received three submissions on behalf of city property owners to begin to develop a city-wide project list and prioritize potential projects to select from as various grant opportunities become available through the state; and

Whereas, the NYS Office of Homes and Community Renewal is offering a New York Main Street Grant program through the State's Consolidated Funding Application, including a "Downtown Stabilization" grant for properties needing grant funding for environmental remediation that is holding back the redevelopment of a downtown property; and

Whereas, Granchelli Development submitted 116 Main Street (F&M Building) for consideration of grant funding to pursue an approximately \$500,000 environmental and asbestos abatement project; and

Whereas; the redevelopment of the F&M Building was determined to be a public priority through an extensive public input process as part of the Downtown Revitalization Initiative local planning committee; and

Whereas; the Director of Planning and Development and GLDC staff have reviewed the New York Main Street "Downtown Stabilization" program and the submissions received and have determined that the proposed abatement project of the F&M Building is the most applicable and competitive project the Lockport community can put forth to be awarded funding and are requesting to submit a CFA application to the NYS Office of Homes and Community Renewal for an approximately \$375,000 grant; and

Whereas, Granchelli Development, if awarded funding, has committed to the 25% match requirement of approximately \$125,000 and to completing the project; now, therefore, be it

Resolved, that pursuant to their request, the Greater Lockport Development Corporation is hereby authorized to submit a New York Main Street grant through the 2022 NYS Consolidated Funding Application on behalf of a business and property owner in the City of Lockport, as identified by the GLDC, for the purpose of rehabilitation and renovation; and be it further

Resolved, that the City of Lockport and the Common Council supports this grant application, and should funding be awarded, will offer advisory consultation as necessary; and be it further

Resolved, that the Mayor is hereby authorized to execute any documentation required for the implementation of the grant program.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.22

By Alderman _____:

Whereas, the City required the Niagara County Water district to supply 4,093,554 gallons of water at a rate of \$.90/1000 gallons for a total of \$3,684.20; and

Whereas, the unforeseen cost does not fit within the FY 2022 appropriated budget for the department and requires the use of contingency funds; now, therefore, be it

Resolved, that the Common Council hereby amend the Water Fund budget to reflect this need:

Expenditures:

Decrease

FX.1900.54775	Contingency	\$3,684.20
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Increase:

FX.8330.54615	Supply of Water	\$3,684.20
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Seconded by Alderman _____ and adopted. Ayes _____.

071322.23

By Alderman _____:

Whereas, the City of Lockport's Water Filtration requests the purchase of filter media to replace current depleted resources; and

Whereas, the Department has compiled three (3) quotes for said replacement and has recommended the quote provided by Anthrafilter at a total of \$17,988; now, therefore, be it

Resolved, that the City of Lockport Common Council hereby approves of the Mayor to enter into a contract with Anthrafilter and utilize funds in the H204 capital project (FX Infrastructure Improvements).

Seconded by Alderman _____ and adopted. Ayes _____.

071322.24 – Budget Amendment Re: IT Infrastructure purchase – BEING PREPARED

071322.25

By Alderman _____:

Whereas, the City's Police Department has expressed the need to purchase body cameras, an appropriation that was not included in their annual budget for FY 2022; and

Whereas, the Police Chief has identified a vendor, Axon Enterprise, Inc., whose hardware and software will fit within the needs of the City, for an FY 2022 cost of \$10,577; now, therefore, be it

Resolved, that the Common Council hereby amend the General Fund budget to reflect this need:

Expenditures:

Decrease

A.1900.54775	Contingency	\$10,577
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Increase:

A.3120.54515	Special Supplies	\$10,577
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Seconded by Alderman _____ and adopted. Ayes _____.

071322.26

By Alderman _____:

Whereas, Resolution 040721.8 (FY 2021 Budget Supplement #1) established a Park Revitalization Program (H206) in the Capital Budget with \$275,000 in available funding; and

Whereas, the Director of Highways, Parks, and Water Distribution has recommended proceeding with the purchase of pickleball equipment for a total of \$1,397.95; now, therefore, be it

Resolved, that the City of Lockport Common Council hereby authorizes said purchases to be made from the H206 capital project.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.27

By Alderman _____:

Whereas, the Locks Heritage District Corporation and City of Lockport Wayfinding and Signage Project have requested placing new signs, and replacing old signs, throughout the City of Lockport along the Erie Canal and other tourism attractions in the City; and

Whereas, due to the requested sign placement being in the public right-of-way, the City should be the lead agency in this project; and

Whereas, the Locks Heritage District Corporation has completed a Short Environmental Assessment Form that the Council has reviewed; and

Whereas, the Locks Heritage District Corporation is requesting that the City review the Assessment Form and declare the project a Type 2 Impact (no to small impact); now, therefore, be it

Resolved, that the Council hereby permits the City to become the lead agency in the aforementioned project; and it is hereby further

Resolved, that the Council has reviewed the Short Environmental Assessment Form and is confident that the project will have minimal or no impact if effectuated as described, and hereby permits the Mayor to sign the Part 3 of the Short Environmental Assessment Form.

Seconded by Alderman _____ and adopted. Ayes _____.

071322.28

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, July 27, 2022.

Seconded by Alderman _____ and adopted. Ayes _____.

PAUL K. OATES
City Clerk

RECEIVED

JUN 29 2022

CITY CLERK OFFICE

6-25-22

Dear Sir/Madam,

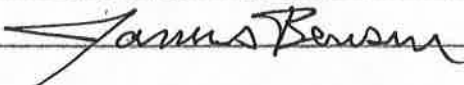
I am writing to inform you that a tree in front of my house between the sidewalk and the curb is leaning toward my house. My address is

28 Morrow Ave
Lockport NY 14094

It appears that the tree is leaning more as time goes by. It has been this way for a while but recently it is worrisome.

I was advised by the City Clerk's office to send this letter as a notice of defect.

I requested that the appropriate people evaluate the situation. Any information about this would be greatly appreciated. My phone number is 716-698-5535.

Thank you
James Benson


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
6/9/22, PAID on date 6/16/22,
is approved at dollars, \$ 496,473.62
Civil Service Mary Pat Gilbert

Pay Date Range 05/27/22 - 06/09/22

Pay Batch 2202212

Pay Batch 2202212 Total

Employees in Pay Batch 223

Female Employees in Pay Batch 54

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	240.0000	3,066.00	Gross	496,473.62	Health Ins 298 Class 2 Family	27,074.71 .00
BERV - Bereavement	68.0000	1,933.95	Imputed Income		Health Ins 298 Class 2 Single	7,449.09 .00
CMPE 1.0 - Comp Earned @ 1.0	42.6250	.00	Federal	54,689.00	Health Ins 298 Class 3 Family	87,114.03 .00
CMPE 1.5 - Comp Earned @ 1.5	3.0000	.00	FICA	30,210.81	Health Ins 298 Class 3 Single	8,708.94 .00
CMPL - Comp Lost	77.5000	.00	Medicare	7,065.40	Health Ins 298 Class 4 Family	2,710.72 .00
CMPU - Comp Time Used	313.7500	9,629.95	New York State	23,045.07	Health Ins 298 Class 4 Single	930.29 .00
COVID - CORONA VIRUS HOUR	52.0000	1,299.62	457 % Deduction	5,094.43	Total	\$133,987.78
EDAY - Extra Day	192.0000	6,279.86	457 Flat Dollar Deduction	10,665.94		
FHDE - Floating Holiday Earned	400.3400	.00	AFLAC POSTTAX	161.33	Workers' Comp	Gross Base
FHDL - Floating Holiday Lost	36.0000	.00	AFLAC PRETAX	335.44	Workers Compensation - General	26,485.87 400,322.05
FHDU - Floating Holiday Used	404.0000	14,377.52	ALLSTATE POSTTAX	790.94	Workers Compensation - Sewer	2,524.15 37,977.56
FLSA - FLSA	.0000	524.36	ALLSTATE PRETAX	669.50	Workers Compensation - Water	2,558.60 39,467.62
FMLS - FMLA Sick Used	136.0000	4,698.71	Child Support	375.00	Workers Compensation 50%	1,300.00 8,671.64
HOL - Holiday	746.0000	17,999.78	Child Support - Maine	410.00	Total	\$32,868.62
HOLIDAYPT - Holiday - Part Time	3.5000	72.76	COLONIAL LIFE POSTTAX	55.40		
MILI - Military Time	16.0000	581.54	Firefighter Life Ins	108.30	Direct Deposits	Amount
OOT - Out of Title	919.0000	32,679.31	FSA PRETAX	305.23	Alden State Bank	1,336.39
OOT OT 1.5 - Out of Title OT at	66.0000	2,621.97	Health Ins 298 Class 2 Family	2,139.68	Amherst Federal Credit Union	404.96
OT 1.0 - Overtime at Straight 1.0	42.0000	1,495.94	Health Ins 298 Class 2 Single	690.06	Bancorp Bank	1,320.94
OT 1.5 - Overtime @ 1.5	665.2500	28,397.74	Health Ins 298 Class 3 Family	1,164.08	Bank of Akron	2,626.25
PRSE - Personal Earned	21.0000	.00	Health Ins 298 Class 3 Single	603.63	Bank of America	5,265.01
PRSU - Personal Used	212.5000	6,338.88	Health Ins 298 Class 4 Family	142.67	BANK OF AMERICA (2)	1,523.65
REG - Regular	10,992.2500	313,462.50	Health Ins 298 Class 4 Single	84.57	BANK OF AMERICA (3)	1,271.86
REG PT - Regular Part Time	238.2500	6,961.49	L&M LIFE	24.68	BANK OF AMERICA (4)	1,197.42
REGS - Regular Seasonal	293.0000	3,867.60	NEW YORK LIFE	325.46	Bank on Buffalo	2,414.76
RETRO - Retroactive Pay	.0000	31.54	RET ERS LOANS	1,897.00	Chase	2,212.84
RGS - Regular - Salary	70.0000	.00	RET ERS SEC 414H ARREARS	62.91	Chase Bank	1,380.47
SAL - Salary	.0000	3,806.51	Retire ERS Tier 6 <= \$100,000	359.12	Citizens Bank	9,894.16
SAL PT - Salary Part Time	.0000	1,865.37	Retire ERS Tier 6 <= \$45,000	1,931.81	Cornerstone Comm FCU	119,062.05
SCKE - Sick Earned	1,908.0000	.00	Retire ERS Tier 6 <= \$45,000 OT	124.69	Evans Bank	2,745.36
SCKU - Sick Used	410.0000	10,986.06	Retire ERS Tier 6 <= \$55,000	545.26	Financial Trust FCU	1,556.62
STIP - Stipend	.0000	230.77	Retire ERS Tier 6 <= \$55,000 OT	66.76	Five Star Bank	616.84
VACE - Vacation Earned	202.5855	.00	Retire ERS Tier 6 <= \$75,000	503.53	HSBC	1,373.52
VACU - Vacation Used	725.0000	23,263.89	Retire PFRS <= \$55,000	1,314.80	Key Bank	26,036.57
Total	19,495.5505	\$496,473.62	Retire PFRS Tier 6 <= \$100,000	1,124.77	KEY BANK (2)	1,537.28
			Retire PFRS Tier 6 <= \$75,000	1,360.21	Key Bank (Formerly FNB)	15,685.64
			Retire PFRS Tier 6 <=	111.34	Lockport School's FCU	1,240.26
			Retire PFRS Tier 6 <= \$45,000	914.82	M&T (MD, VA, WV, and DC)	284.07
			Retire PFRS Tier 6 <= \$55,000	96.74	M&T Bank	50,633.46

Employee Anniversary Report

3

July

Employee	Primary Department	Date	Years
1116 Pellicano, Saverio A	Fire Department	07/01/1994	28
1185 Foley, Daniel G	Fire Department	07/15/1994	28
1024 McFall, Michael J	Waste Water Department	07/10/1998	24
1040 Sprung, Russell J	Finance Department	07/07/2005	17
1160 Stopa, Jessica E	Waste Water Department	07/11/2005	17
1083 Fredrickson, Jon B	Fire Department	07/10/2006	16
1099 Lane, Christopher C	Fire Department	07/10/2006	16
1127 Scapelliti, James M	Fire Department	07/10/2006	16
1042 Cercone, Scott A	Public Works Department	07/17/2006	16
1068 Barrancotta, Daniel <i>Police Officer</i>	Police Department	07/23/2012	10
1142 Vosler, Matthew T	Police Department	07/20/2015	7
1179 Cutter, Michael D	Water Distribution	07/27/2018	4
1300 Radlich, Nicholas A	Fire Department	07/15/2019	3
1333 Nlezgoda, Tanner C	Fire Department	07/27/2020	2
1438 Valery, Chase M	Public Works Department	07/01/2021	1
1451 Bretherton, Ashley C	City Assessor's Office	07/19/2021	1
1452 Leible, Henry John	Waste Water Department	07/30/2021	1

Total Employees 17

Paul Oates

From: Erin Zych <ezych@wnyil.org>
Sent: Wednesday, June 8, 2022 1:22 PM
To: poates@lockportny.gov
Cc: Douglas Bisher
Subject: [EXTERNAL] Addict2Addict of ILNC 6th Annual Overdose Awareness Rally Resolution Letter
Attachments: A2A Niagara Overdose Rally Resolution Letter.docx

Good afternoon,

Please see the attached Resolution Letter for the 6th Annual International Overdose Awareness Rally held by Addict2Addict of ILNC.

Any questions or concerns please us know.

Thank you!

Erin R. Zych

Recovery Peer Services Coordinator
Western New York Independent Living, INC.

746 Portage Rd. Niagara Falls, NY 14301

(716) 284-4131, Ext. 205 (Voice/TDD)

(716) 563-0078 (Work Cell)

(716) 284-3230 (Fax)

ezych@wnyil.org

www.wnyil.org

In the last year, we saved N.Y. State taxpayers over \$118 million by helping individuals leave or avoid institutionalization through practicing the principles of education, empowerment and equality for persons with disabilities.

**Connect with us on social media!**

Facebook: www.Facebook.com/wnyil

Instagram: <http://instagram.com/wnyindependentliving>

Twitter: <https://twitter.com/wnyil>



Independent Living of Niagara County
746 Portage Road • Niagara Falls, NY 14301
(716) 284-4131 (Voice/TDD) • (716) 284-3230 (Fax)
www.wnyil.org/Independent-Living-Niagara

06/08/2022

City of Lockport Office of the Mayor: Mayor Michelle Roman
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094
716.439.6665

Dear Mayor,

In recognition of International Overdose Awareness Day, Independent Living of Niagara County will be hosting the 6th Annual Lockport Overdose Awareness Day Rally on Wednesday August 31st, 2022 at Veteran's Park in Lockport, NY from 5:00pm – 8:00pm. Admission is free and open to all persons interested. Independent Living of Niagara County and our community partners expect over 250 attendees and have many local agencies collaborating with this event.

Highlights of the event will include: NARCAN training, speakers from different backgrounds affected by overdose, vendors, and a candlelight vigil with a bell ringing ceremony for every life lost to overdose in Niagara County during the past year.

We hope to share this day of remembrance with you.

Thank you,

Erin R. Zych
Recovery Peer Services Coordinator
Independent Living of Niagara County
WNYIL, Inc.
746 Portage Rd.
Niagara Falls, NY 14301
ezych@wnyil.org
(716) 284-4131 ext. 205
(716) 563-0078 – work cell

Please refrain from wearing scented products when visiting our offices.

For over 40 years, WNY Independent Living, Inc. family of agencies has been a catalyst for systems and individual change, enhancing the quality of life for persons with disabilities, while respecting diversity and promoting choices and alternatives for independent living in our societies.

5

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Wednesday, June 15, 2022 9:05 AM
To: 'Gina Pasceri'; 'Jason Cafarella'; 'Kitty Fogle'; 'Kristin Barnard'; 'Laura Miskell Benedict'; 'Luke Kantor'; 'Mark Devine'; 'Michelle Roman'; 'Molly Lawson'; 'Pat McGrath'; 'Paul Beakman'
Subject: Local Law #4 - 2022
Attachments: Roll-Off Containers_20220615080238.pdf

Good morning,

Attached please find the text of the local law that will appear on the Council agenda for the meeting of July 13, 2022. A public hearing on the same will be held at the Council meeting of June 22, 2022. This text will be posted on the city website later today.

A hard copy of the local law is in the mailbox of each alderman.

Thank you.

Paul K. Oates
City Clerk
Phone: (716) 439-6674
Fax: (716) 439-6702
poates@lockportny.gov

CITY OF LOCKPORT

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, June 22nd, 2022 beginning at approximately 6:30 P.M. relative to a proposed Local Law amending the City Code regarding roll-off containers/dumpsters. The public hearing will be held in the Common Council chambers, Lockport Municipal Building, One Locks Plaza, Lockport, New York.

The meeting can be accessed on LCTV channel 1303, radio 90.9 FM, and live streaming at lctv.net. The public has the right to submit written questions and/or comments on the code amendment. Send to: City Clerk, One Locks Plaza, Lockport, NY 14094, or email to: poates@lockportny.gov. Written submissions must be received by 3pm on Wednesday, June 22nd, 2022.

By order of the Common Council.

Paul K. Oates
City Clerk

Bella's Walk for Cure SMA



Come join baby Bella on a walk to help find the cure for Spinal Muscular Atrophy!

WHEN: Saturday, August 6th from 10:00am until 4:00pm

WHERE: Wide Waters Park

614 Market Street, Lockport

WHY: Baby Bella was diagnosed with Spinal Muscular Atrophy Type 1 as a newborn. This walk is being organized to help raise money for the organization Cure SMA in honor of baby Bella! All and any money or donations go to Cure SMA.

*** Basket Raffles * Kid's Activities * Family walk and more! ***

****Find us on Facebook at @smabellastrong****





Make today a breakthrough.

RECEIVED

JUN 17 2022

CITY CLERK OFFICE

Cure SMA
925 Busse Road
Elk Grove Village, IL 60007

Clerks Office
1 Locks Plaza
Lockport, NY 14094

To whom it may concern,

Cure SMA is a 501c3 organization. Cure SMA leads the way to a world without spinal muscular atrophy (SMA), the historically number one genetic cause of death for infants. We fund and direct comprehensive research that drives breakthroughs in treatment and care, and we provide individuals with SMA and their families the support they need for today. SMA is a progressive neurodegenerative disease that affects the motor nerve cells in the spinal cord and impacts the muscles used for activities such as breathing, eating, crawling, and walking.

The fundraiser being held will benefit Cure SMA and their mission. The activities at this fundraiser will include but are not limited to a Kid's Zone with bubbles, games, and family friendly activities. There will also be use of a blue tooth speaker if allowed. Any activities will fall under the expressed guidelines of park rental.

Thank you,
Cure SMA

June 27, 2022

Mayor Michelle M. Roman
One Locks Plaza
Lockport, NY 14094

Dear Mayor Roman:

The Tioga Club wishes to donate toward the City of Lockport Independence Day weekend activities.

Please accept our check of \$500.00 toward these festivities.

Thank You!

A handwritten signature in black ink, appearing to read "D. Staloff". The signature is fluid and cursive, with the first letter "D" being large and prominent. The name "Staloff" follows in a similar cursive style.



RECEIVED

JUN 16 2022

CITY CLERK OFFICE

To Whom It May Concern,

My name is Brooke Chavanne and I am the current Director of Public Programming at Soccer Shots Buffalo. I am writing for a request to run our youth soccer program at Altro/Willow Park located on 201 Willow Street Lockport, NY 14094. We are currently running our spring program at this location. We would like to operate on the follow times/days:

Saturday Morning starting at 8:30am and ending at 11:00am

- Our season starting date is 9/10/22 and runs through to 11/12/22

Please let me know if this request has been approved or denied. Just to reflect, we would like to run out youth soccer program on every Saturday morning from 8:30am – 11:00am starting on 9/10/22 and ending on 11/12/22. I look forward to your response. Thank you.

-Brooke Chavanne

Director Of Public Programming

Soccer Shots Buffalo



Moved by: Alderman _____

10

WHEREAS the City of Lockport desires to renew the lease for the Lockport Gas & Electric Building with Historic Lockport Mill Race, Inc. (HLMR), a not-for-profit corporation; and

WHEREAS the term shall be a three year term, retroactive to July 1, 2021 with an option to renew for five years with approval of the City; and

WHEREAS the agreement will allow HLMR to further develop the property by obtaining grants or other funding; and

WHEREAS an advisory board shall be established to create goals, objectives and solutions to the operation and marketing of the property; and

WHEREAS that the advisory board shall only have the authority to advise the City; and

NOW THEREFORE BE IT RESOLVED that the City of Lockport approves the attached Lease agreement effective July 1, 2022.

Seconded by: Alderman _____

LEASE

THIS AGREEMENT OF LEASE made this __ day of February, 2022, between THE CITY OF LOCKPORT, a municipal corporation with offices at One Locks Plaza, Lockport, New York 14094, hereinafter called the LANDLORD, and HISTORIC LOCKPORT MILL RACE, INC., a New York Not-For-Profit Corporation with offices at 2 Pine Street, Lockport, New York hereinafter called TENANT.

That for and in consideration of the premises, the rents reserved and the agreements and covenants herein contained, the Landlord does hereby lease and demise unto the Tenant and the Tenant does hereby hire and take from the Landlord the following described premises:

PREMISES

Landlord hereby leases to the Tenant a building and surrounding curtilage owned by Landlord, commonly known as the Lockport Gas & Electric Building, along with the rights to ingress and egress currently in existence. This lease is subject to any rights, easements, or right-of-ways in favor of third parties, including, but not limited to, Brookfield Renewable Energy Partners. Tenant agrees not to encumber or interfere with said rights of third parties in the exercise of its possession and use of the Premises.

Tenant shall be granted a non-exclusive right of way access, for purposes of ingress and egress only, along the driveway and other property owned by Landlord that is located to the West of the Lockport Gas & Electric Building. Tenant agrees not to alter or improve said right of way area without the prior written consent of Landlord, nor shall Tenant interfere in any manner with access to said driveway and property by third parties, including the general public.

TERM

The term of this lease shall be for three (3) years, to begin on July 1, 2021, with an option to renew for an additional five (5) years upon approval of Landlord and Tenant.

RENT

Tenant, subject to the terms and conditions hereinafter set forth, herein covenants and agrees to pay Landlord the following rental for the above described Premises. During each one (1) year period of tenancy described herein, Tenant shall pay rent in the amount of One Dollar (\$1.00).

SECURITY DEPOSIT

No Security Deposit shall be required.

UTILITIES

Tenant shall reimburse City for any utility costs directly relating to Tenant's operations, except for those utilities expended relating to the construction and operation of the pavilion for the benefit of the general public. Tenant agrees that Landlord shall not be responsible for any interruption of business or damages to the Premises resulting from interruption of utility service caused by any utility company or governmental regulatory agency.

USE

The Premises are to be used solely for the purpose of restoration, renovation and operation of the existing structure, to make improvements to the structure and curtilage, and to develop the Premises in a manner mutually agreed upon by the parties. Any improvements to the Premises shall be approved by Landlord.

REPAIRS AND IMPROVEMENTS

Other than as provided elsewhere in this Lease or by future agreement of the parties, the Tenant accepts the property in an "AS IS, WHERE IS" condition.

Tenant agrees that, from and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease term, Tenant will keep neat and clean and maintain in existing condition and repair the Premises and every part thereof, other than those portions thereof, and those repairs, for which this Article provides expressly that the Landlord is responsible. Without limitation, Tenant shall maintain and use the Premises in accordance with all directions, rules and regulations, and shall at Tenant's own expense, obtain all permits, licenses and the like and make all repairs to the Premises of any nature required by applicable law (except for such repairs as Landlord is obligated to make, as provided herein). Tenant shall not permit or commit any waste.

If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same within five (5) days and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, Landlord may make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof, and if Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof. Landlord shall have the remedies provided for the non-payment of rent if Tenant shall default in making repairs or making payment for repairs made by Landlord due to the failure of the Tenant. Likewise, if repairs are required under the terms hereof to be made by Landlord and it fails or refuses after five (5) days notice and demand by Tenant to make such repairs, then Tenant shall have the right to make such required repairs. Landlord shall reimburse Tenant for the cost of such repairs within ten (10) days after demand and receipt by Landlord of evidence of payment therefor by Tenant; however, Tenant shall have no right to offset such costs against payment of rent.

All work done by tenant shall be performed in a first-class workmanlike manner and Landlord reserves the right to approve any plans and specifications as well as Tenant's choice of contractors to be used in doing said work (which approvals Landlord agrees shall not be unreasonably withheld). Landlord may also require that the tenant provide and submit proof of additional insurance regarding said construction, and where applicable said certificates shall state that the same is non-cancellable and non-amendable without twenty (20) day's prior written notice to the Landlord. The provisions of this Article shall not apply to the repair or damage caused by fire or casualty, which matter is covered under this lease, nor shall these provisions apply to a taking under the power of Eminent Domain, covered under this lease. Notwithstanding the above, Tenant may not make any structural changes to the Premises of any nature whatsoever without prior written approval of the Landlord.

PUBLIC LIABILITY

Tenant shall, upon the commencement of the operation of the pavilion and thereafter for the entire remaining term, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Tenant and any subtenants of Tenant in the Premises in which the amount of public liability insurance shall not be less than One Million (\$1,000,000) Dollars per occurrence combined single limit bodily injury and property damage liability. The policy shall name the Landlord as an additional named insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord.

ADVISORY BOARD

There shall be established an advisory board to create goals, objectives and solutions to the operation and marketing of the Lockport Gas & Electric Building. The advisory board shall have the authority to advise the City, HLMR, and any other entity tasked with the operation and marketing of the Building and its activities. The advisory board shall be comprised of no less than five (5) members and no more than (9) members and shall be appointed by the Mayor. However, the Advisory Board shall always include a minimum of two members from the HLMR board. The advisory board shall meet at least quarterly and shall establish its own leadership structure, bylaws and rules of order.

The Tenant shall not operate the premises or any portion thereof without the consultation and approval of the Advisory Board.

It is the expectation that the Advisory Board shall continue and not be disbanded upon termination of this, or any subsequent, Lease Agreement.

FIRE INSURANCE - TENANT

Not applicable.

MECHANIC'S LIEN

Tenant shall keep the Premises free and discharged of mechanic's and materialmen's liens and encumbrances affecting the leasehold interest created hereby which are the results of Tenant's acts or omissions. The breach of this covenant by operation of law or for any other reason, even if affecting only a portion of the Premises, if not promptly cured, will entitle Landlord, at its option, to terminate and cancel the Lease.

Tenant agrees, within thirty (30) days after the filing thereof (or such shorter period as may be required in order to protect Landlord's interest in the premises) to discharge (either by payment or by filing the necessary bond or otherwise) any mechanic's, materialmen's or other lien against the Premises and/or Landlord's interest herein, which liens may arise out of any payment due for, or purported to be due for any labor, services, materials, supplies or equipment alleged to have been furnished to or for the Tenant in, upon or about the Premises. Any period of time shorter than thirty (30) days after the filing of the lien must be a reasonable request by the Landlord.

DEFAULT BY TENANT

Tenant shall be in default of any term or provision of this Lease if:

- a. Its partnership or corporation, have dissolved or liquidated;
- b. It shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof; or compliance.
- c. It shall have vacated or abandoned said premises prior to the end of Lease term;
- d. It shall have failed to meaningfully pursue funding and/or means by which to maintain the building in good order and repair, and to pursue the renovation and/or improvement of said building;
- e. Failure of the Tenant to maintain insurances as herein provided.
- f. If in any proceeding, a receiver or trustee be appointed for Tenant's property or the property of Tenant's guarantor and such receivership or trusteeship shall not be vacated or set aside within ninety (90) days after the appointment of such receiver or trustee; or
- g. Notwithstanding the above, if the Tenant is notified more than twice in any single calendar year that it has failed to pay rental or additional rental charges as specified in this Lease, the Landlord will not be required to notify Tenant that it has failed to pay rent and any third notice shall constitute a default.

Then upon the happening of any one or more of the aforementioned events of default, Landlord, in addition to the other rights and remedies it may have, shall have the right to immediately declare this Lease terminated, the term ended and all of the right, title and interest of Tenant hereunder shall wholly cease and expire upon receipt by Tenant of a Notice of Termination. Tenant shall then quit and surrender the Premises to Landlord; but Tenant shall remain liable as hereinafter provided.

Landlord shall have the same rights and remedies for the non-payment by Tenant of insurance as Landlord has hereunder for the failure of Tenant to pay rent.

LANDLORD REMEDIES

The Landlord shall have the following remedies upon Default by the Tenant:

a. If this Lease shall be terminated, Landlord or Landlord's agents or employees may immediately or at any time thereafter re-enter the Premises and remove therefrom Tenant, its agents, employees, licensees, and any sub-tenants and other persons, firms or corporations, and all or any of its or their property therefrom, either by peaceful re-entry and lockout, summary dispossession proceeding or by any suitable action or proceeding at law without being liable to indictment or prosecution of damages therefor, and repossess and enjoy said Premises together with all alterations, additions and improvements thereto but not including Tenant's personal property. Landlord, in the event of such re-entry and repossession, may store Tenant's property in a public warehouse or elsewhere at the cost of and for the account of Tenant.

b. In case of any such termination, re-entry or dispossession by summary proceeding or otherwise, the rents and all other charges required to be paid up to the time of such termination, and for the remaining Lease term shall be paid by Tenant and Tenant shall also pay to Landlord all expenses which Landlord may then or thereafter incur for legal expenses, reasonable attorney's fees, and brokerage commissions. Landlord, at any time and from time to time, shall thereupon undertake all efforts reasonable and necessary to rent the whole Premises, for any rental then obtainable either in its own name or as agent of Tenant, for the remainder of the then current term of this Lease, for any longer period, or, if reasonably necessary, for a shorter period.

c. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach by Landlord, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

d. In the event of any breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord or Tenant, as the case may be, shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity, by statute or otherwise.

e. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity, by statute or otherwise.

DESTRUCTION OF PROPERTY

In the event the demised premises are damaged or destroyed by fire, explosion, the elements or any other cause, the following shall be applicable:

- a. PARTIAL DESTRUCTION: In the event that the premises are partially damaged or destroyed by fire, explosion, the elements or otherwise in such a manner as to render said premises untenable or unfit for occupancy by the tenant, then the Landlord shall have a period of

forty-five days from the date of such damage or destruction within which to determine, at its election, whether said leased premises should be repaired or rebuilt. In the event it is the decision of the Landlord to repair and rebuild the leased premises, then the Landlord shall be granted an additional one hundred twenty day period within which to complete said repairs or reconstruction. In the event the reconstruction or repairs are not completed within the time periods above described, the Landlord will become responsible for any damage to the Tenant occasioned by said delay. Tenant shall not be liable for rent for those periods of time that the premises are untenantable or unfit for occupancy by the Tenant.

- b. TOTAL DESTRUCTION OF LEASED PREMISES: In the event the leased premises are totally destroyed or in the event the Landlord determines that reconstruction or repairs are not feasible, the Tenant shall immediately surrender the leased premises and all Tenant's interest therein to the Landlord and shall be liable to pay rent only to the date of the damage or destruction to the leased premises.
- c. CLAIM OF BUSINESS INTERRUPTION: No claim shall be made by the Tenant in any case for compensation or damages by reason of interruption of its business whether the leased premises be totally destroyed or partially damaged or arising from the necessity of repairing any portion of the entire premises of which the leased premises are a part.

EMINENT DOMAIN

If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the terms of this Lease shall cease and terminate when the Premises are physically taken. In the event of a taking of a substantial portion of the Premises (which shall be deemed to mean if such taking materially affects the economic feasibility of the continued operation of Tenant's business) Tenant shall have the option to cancel this Lease upon thirty (30) day's prior written notice to Landlord. In the event Tenant determines to remain in operation, rent shall be reduced proportionately.

Tenant shall have the further right to receive any relocation damages afforded tenants under the eminent domain laws of the State of New York and the United States of America, as well as the right to receive compensation or damages for inventory, signs, machinery, equipment, fixtures and all alterations not replacing Landlord's original equipment. Notwithstanding the above, the Tenant's compensation shall be payable to the Tenant only so long as Tenant's claims for compensation do not diminish the Landlord's reward.

NOTICES

Any notice, statement, certificate, request or demand required or permitted to be given or delivered in this Lease shall be in writing sent by certified mail, postage prepaid, return receipt requested, addressed, as the case may be, to Landlord at the address shown at the beginning of this Lease, and to the Tenant at the address shown at the beginning of this Lease, or to such other addresses as Landlord or Tenant shall designate in the manner herein provided. Such notice, statement, certificate, request or demand shall be deemed to have been given on the date mailed as aforesaid in any post office or branch post office regularly maintained in the United States Government, except for notice of change of address or revocation of a prior notice, which shall only be effective upon receipt.

GOOD ORDER AND REPAIR

The Tenant will keep said premises in good order and condition and surrender same at the expiration of the term herein or any renewal thereof in the same order in which they are received, usual wear and tear excepted.

INSPECTION

Landlord or Landlord's agent shall have the right to enter the Premises at reasonable times to examine same, and to show them to prospective purchasers of the building or prospective subsequent tenants and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, provided such entry or repairs shall not unreasonably interfere with Tenant's occupancy of or business in the Premises.

SIGNS AND ADVERTISEMENT

The size and location of the sign will be determined by the Landlord and the same may be restricted by the relevant ordinances for the City of Lockport.

ASSIGNMENT

The Tenant will not transfer nor assign this agreement nor let or sublet the whole or any part of said premises without the prior written consent of Landlord being first had and obtained. Such consent shall not be unreasonably withheld by the Landlord.

FILING OF MEMORANDUM OF LEASE

The Landlord shall be permitted to prepare and file a Memorandum of this Lease in the Niagara County Clerk's Office pursuant to the statutes permitting same.

CITY OF LOCKPORT

Date: _____, 2022

By: _____
Mayor Michelle Roman
Authorized by Resolution _____

HISTORIC LOCKPORT MILL RACE, INC.

Date: _____, 2022

By: _____
Dr. Todd Retell, President

Approved by Corporation Counsel on
February____, 2022

Jason J. Cafarella, Esq.
Deputy Corporation Counsel

Paul Oates

From: Donald J. Jablonski <Donald.Jablonski@niagaracounty.com>
Sent: Thursday, June 30, 2022 10:41 AM
To: Paul Oates
Subject: [EXTERNAL] Letter of request
Attachments: City of Lockport 2022.pdf

Good morning Paul,

Attached is a letter of request to hold a career fair at Ida Fritz Park. The dates are August 10th, with a rain date of August 17th. The original letter was sent via mail today but I wanted to send you an electronic copy in advance for your records. Thanks for all your help in organizing this event! Enjoy the long weekend!

Don

Don Jablonski

Director

Niagara County Employment & Training

Trott One-Stop Center, 1001 Eleventh St.

Niagara Falls NY 14301

Ph. (716)-278-8234 Fax (716)-278-8149

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NIAGARA COUNTY
EMPLOYMENT & TRAINING DEPARTMENT

1001 Eleventh Street
Niagara Falls, New York 14301-1201

Donald Jablonski, Director
(716) 278-8148
(716) 278-8587 Fax

RECEIVED

JUN 30 2022

CITY CLERK OFFICE

Paul K. Oates
City of Lockport Clerk
One Locks Plaza
Lockport, New York 14094

Dear Mr. Oates

Niagara County Employment & Training is requesting permission to hold an outdoor career fair at Ida Fritz Park on Wednesday, August 10, 2022 from 11:00 am to 2:00 pm, with a rain date of August 17, 2022. Our department continues to respond to numerous requests from various Lockport area employers to provide a forum to recruit potential candidates for their many respective employment opportunities in a variety of different occupations.

Employment and Training will provide tables and chairs for each attending business, as well as advertising of the event through a variety of social media platforms. This event will hope to spur interest in the many different opportunities available in the area, and help put local residents back to work in meaningful career environments. All we are asking from the city is the use of the park to hold the event.

Thank you, Mayor and the entire City Council for the opportunity to partner with the City of Lockport to hold this event in Ida Fritz Park.

Respectfully,

Don Jablonski
Director and One-Stop Operator
Niagara County Employment & Training

Lockport Youth and Rec

TOUCH A TRUCK DAY

Outwater Park

Wednesday, July 27, 2022

10 AM – 12 Noon

The City of Lockport Youth and Recreation launches its first Touch a Truck event! Open to all kiddos they will have a lineup of trucks and vehicles to see and take pictures with at Outwater Park! First hundred kiddos get a ticket for a free baby cone.

Featured vehicles from:

American Concrete
Cornerstone Ice Arena
Lockport Fire Dept
Lockport Public Works
Niagara County Sheriff's Dept
The Lockport Library

Clark Rigging
Harrington's Service
Lockport Police Dept
Modern Disposal
Niagara County Parks
Ice cream truck

New this year Airwing 914, Cornell Coop Veggie Van, Farm Bureau Tractor?

The Lockport Library will be doing book readings on the half hour

Get a free baby cone sponsored by

Crossborder Tourism and Recreation Alliance and Mayor Roman

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Tuesday, June 21, 2022 9:15 AM
To: 'Sierant, Jennifer M.'
Subject: RE: [EXTERNAL] Dolan park event

Hi Jennifer,

The Lockport Common Council would have to grant permission via resolution.

Please send a written request on P3 Center letterhead with as much detail as possible, and send it to: City Clerk, One Locks Plaza, Lockport, NY 14094. Please sign the request and include contact information. The Council can consider a resolution at its July 13th meeting. If approved, P3 Center would have to supply a Certificate of Insurance naming the City of Lockport as additional insured. For insurance purposes, we would need to know about anything being brought into the park that day, i.e. bounce house, D.J., etc.

Summer rec co-directors are Ron Cheatham and LaShonda McKenzie. LaShonda's email is: lmckenzi0823@gmail.com. Ron can be reached at: rcheatham@lockportschools.net.

Thanks.

Paul K. Oates
 City Clerk

From: Sierant, Jennifer M. <Jennifer.Sierant@nfmmc.org>
Sent: Tuesday, June 21, 2022 9:00 AM
To: info@lockportny.gov
Subject: [EXTERNAL] Dolan park event

Hello the P3 Center would like to hold an outreach event for the community at Dolan Park. The P3 Center is hosting *Fresh Air Fridays* July/Aug throughout Niagara County. Each Friday the P3 center will be in a different location with a developmental activity and snacks. These activities are geared towards younger children, but everyone is welcome. On August 12th we would like to do Balls + Basketball at Dolan Park from 1pm – 3 pm.

How do we go about planning this with the parks department ?

Also do you know how we can contact the Summer rec program director to include her in on this ?

Thank You

Jennifer Sierant

P3 Center Supervisor
 Maternal and Infant Health Initiative

Niagara Falls Memorial Medical Center- Golisano Center for Community Health
 533 Tenth St Niagara Falls , NY 14301
 Office: 716 278 4423 Fax: 716 278 4387



NIAGARA FALLS

Memorial Medical Center

Exceptional care, exceptionally close.

P3 Center for Teens, Moms & Kids
Niagara Falls Memorial Medical Center
Golisano Center for Community Health
533 Tenth Street
Niagara Falls, NY 14301

RECEIVED

JUL 01 2022

CITY CLERK OFFICE

City Clerk
One Locks Plaza
Lockport, NY 14094

June 27, 2022

To Whom It May Concern:

The P3 Center, with support from Highmark Blue Cross Blue Shield of WNY, is presenting "Fresh Air Fridays," a Niagara County pop-up park series, focusing on play to develop skills for early childhood. We are reaching out to request the use of Dolan Park on August 12th, 2022 for this free community event.

For this specific occurrence, the theme is "Basketball & Balls." We will bring basketballs and a ball pit (a small baby pool filled with balls). During the event, packaged snacks and water will be offered for free. P3 Center employees will be responsible for set up, clean up, and monitoring the event. We also request permission to post lawn signs the week of the event, which would be removed once the event is completed.

From puberty to menopause, the P3 Center for Teens, Moms & Kids provides women and families with the support and services they need to promote their well-being. Please feel free to contact me with any questions!

Sincerely,

Eileen Wrobel
Maternal & Infant Health Initiative Coordinator
(716) 278-4274
Eileen.Wrobel@NFMMC.org



Paul Oates
Lockport City Clerk
One Locks Plaza
Lockport NY 14094

Dear Paul,

Lockport Public Arts Council respectfully requests that a resolution authorizing the building of a large sand sculpture be put on the agenda for July 13.

We will be using approximately 12 tons of sand. Five years ago the same sand sculptor [Todd Pangborn] created a "Lockness" Monster that was well received. I will ask Gina Pasceri to sponsor the resolution and Pat McGrath volunteered to write the resolution. We have two weekends in mind either July 22 through July 24 or July 29 through July 31.

The City of Lockport is an Additional Insured under our general liability policy and the certificate will be provided to your office.

For a little fun...this is a pic of the last one:

Please let me know if you need any other information. With kind regard,



Ellen Martin
baltogal@gmail.com
443.418.8720

031517.3

By Alderman Oates:

Resolved, that pursuant to her request, Ellen Martin is hereby granted permission to conduct a Sweet Summer event 'Rivi-Erie' and has permission to place sand, palm trees, chairs and beach umbrellas on city property located at Nelson C. Goehle Wide Waters marina. Said permission is subject to Ellen Martin filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured, and be it further

Resolved, said permission is subject to Corporation Counsel approval and NYS Canal Corporation rules and regulations.

Seconded by Alderman Wohleben and adopted. Ayes 5.

080217.12

By Alderman Oates:

Whereas, Ellen Martin was granted permission to conduct a Sweet Summer event 'Rivi-Erie' and to place sand, palm trees, chairs and beach umbrellas on city property located at Nelson C. Goehle Wide Waters marina, and

Whereas, said permission was subject to Ellen Martin filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured, and

Whereas, said permission was subject to Corporation Counsel approval and NYS Canal Corporation rules and regulations, and

Whereas, Ellen Martin completed the above project, and

Whereas, the City desires to continue the project as described above. now therefore be it

Resolved, that the City shall maintain the sand, palm trees, chairs and beach umbrellas on city property located at Nelson C. Goehle Wide Waters marina subject to NYS Canal Corporation rules and regulations.

Seconded by Alderman Wohleben and adopted. Ayes 5.

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Tuesday, July 5, 2022 12:09 PM
To: 'Edla Collora'
Cc: 'cgugliuzza@lockportny.gov'; 'Brian Smith'; 'Brian Smith'
Subject: RE: [EXTERNAL] Sidewalk closure of 190 Walnut Street
Attachments: COI_20220705110643.pdf

Hi Edla,

The Council does not meet until July 13th, so the request cannot be granted as of July 1st. I have included it on the agenda for that meeting, and you will be notified once it passes.

Attached is the language needed for a certificate of insurance, once approval is given.

Thank you.

Paul K. Oates
City Clerk

From: Edla Collora <edla@mancusogroup.com>
Sent: Friday, July 1, 2022 6:06 PM
To: poates@lockportny.gov
Cc: cgugliuzza@lockportny.gov; Brian Smith <bsmith@lockportny.gov>; Brian Smith <briansmithwny@gmail.com>
Subject: [EXTERNAL] Sidewalk closure of 190 Walnut Street

Greetings Paul,

I hope this email finds you well. Attached please find a formal letter requesting the closure of the sidewalk located at 190 Walnut Street.

Please advise if there are any other requirements from our end.

Have a great Fourth of July weekend.

Thank You.

Edla Collora
Harrison Place
Office 716-439-4680
Direct 716-440-7507



The Place for businesses to grow in Lockport!

July 1, 2022

Office of the City Clerk
Paul K. Oates
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Greetings Paul,

The purpose of this letter is to request that Harrison Place be permitted to close off the section of sidewalk on the south side of Walnut Street along 190 Walnut Street, beginning 7/1/2022 through 10/30/2022. We are completing exterior work on the facade of Building 4 (190 Walnut Street) and need to close the sidewalk to make room for the lift required to do the work. Please let us know what insurance documents are required to move this forward.

Thank you.

Edla Collora
Site Coordinator
716.440.7507

210 Walnut Street, Lockport, NY 14094

CITY OF LOCKPORT, NEW YORK

**USE OF CITY PROPERTY
RIGHT-OF-WAY**

IMPORTANT

THE ATTACHED RESOLUTION ADOPTED BY THE CITY OF LOCKPORT COMMON COUNCIL HAS GRANTED YOU PERMISSION TO USE CITY PROPERTY/RIGHT-OF-WAY.

HOWEVER, BEFORE PROCEEDING, YOU MUST FILE A CERTIFICATE OF INSURANCE WITH THE CITY CLERK.

THE CERTIFICATE MUST STATE:

"The City of Lockport is named as additional insured relative to project work being conducted at Harrison Place on Walnut Street."

THE CANCELLATION PROVISION MUST READ AS FOLLOWS:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail ten days' written notice to the certificate holder named to the left."

THE MINIMUM LIMIT OF LIABILITY IS \$1,000,000.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY CLERK'S OFFICE AT 439-6676.

Paul Oates

From: Timothy Loucks <tloucks@lockportny.gov>
Sent: Friday, July 1, 2022 11:06 AM
To: Paul Oates
Subject: Items for auction

Hello Mr. Oates,

As per Chief Quagliano, the Fire Dept has some items we would like the council to approve for release to auction. I've been talking to Clayton Dimmick about the items, and he requested I reach out to you so it could be added to the council agenda along with whatever the streets dept. has to auction off as well.

The items we are looking to move are older automobile extrication tools including a small power plant, and a set of spreaders, cutters, and rams that are underpowered for use on today's vehicles. Also, a center seat that was removed from our 2019 ford pickup truck to make room for a radio console, and four to five manual ambulance stretchers that are no longer serviceable. Those stretchers were original to past ambulances.

I will provide item specifics to Clayton including model numbers and serial numbers if obtainable and as appropriate.

If you need anything else from me, please don't hesitate to call.

Thanks

--
Captain Timothy Loucks
Municipal Training Officer
Controlled Substance Agent
City of Lockport Fire Department
1 Locks Plaza, Lockport, NY 14094
(716) 439-6662 (Office)
(716) 225-7352 (Cell)
tloucks@lockportny.gov

Paul Oates

From: Timothy Loucks <tloucks@lockportny.gov>
Sent: Thursday, July 7, 2022 5:34 PM
To: Clayton Dimmick; Paul Oates; Luca Quagliano
Subject: LFD Items for release to auction

Here is an inventory of the items we have for auction.

Two red Ferno Proflex X 2-operator stretchers with 700 lb. load limit- Serial numbers 1623SN 0200N 022/00 C 10 (the 0200/00 C is worn, but that's the best I can make of it)
1623SN 0200N 022/09 C 10

Two Ferno Proflexx Model 35-P 2-operator stretchers w/ 650 lb. load limit - Serial numbers
blue: 3995MC 0275N 161/02 A 5

0200N 355/12 B 6

green: 247846

One small Honda hydraulic power plant for Hurst Jaws of Life tools - Serial number GVX120-118cm³ (ran when taken to the Outwater Dr. building, could not get it started yesterday - suspecting bad gas)

One Hurst Jaws of Life hydraulic combination cutter/spreader unit - Serial number 105742 (unable to test)

One Hurst hydraulic cutter unit - Serial number 3254 (unable to test)

One small Hurst ram tool - Serial number 106065 (unable to test)

One large Hurst ram tool - serial number 19388 (unable to test)

Two working manual steel smoke ejector hangers (unable to gather identifiable markings due to worn and damaged stickers)

One folding front center seat, (grey vinyl) with built-in fold-up console in the upright portion of the seat, from 2019 Ford F-250 Super Duty Pickup Truck (only markings found were two stamps possibly reading "C10 CG" and "169 19")

I attempted to obtain years of manufacture for the items, but the date codes did not match what the companies were trying interpret. I will continue to try to get those dates. The truck seat is in very good condition with some scratches and minor blemishes. All other items are in approximately fair condition. and not serviced. If you need anything further, please let me know.

--
Captain Timothy Loucks
Municipal Training Officer
Controlled Substance Agent
City of Lockport Fire Department
1 Locks Plaza, Lockport, NY 14094
(716) 439-6662 (Office)

17-19

Paul Oates

From: Mike Marino <mmarino@nussclarke.com>
Sent: Tuesday, June 28, 2022 3:48 PM
To: Paul Oates
Subject: [EXTERNAL] RE: New York Main Street Application

Hi Paul!!

I will have several resolutions related to approval to CFA grant applications as well for the 7/13 meeting for...

1. Local Waterfront Revitalization Plan (LWRP) development
2. Green Infrastructure Grant Program (GIGP) streetscape phase 2
3. Water Quality Improvement Program (WQIP) Gulf Sewer Phase 2
- ~~4. Engineering Planning Grant (EPG) for the CSO system~~

Will provide additional details asap.

THANKS Paul!

--mike



Michael T. Marino, P.E.

Chief Executive Officer

80 Main Street, Unit A

Lockport, NY 14094

p: 716.827-8000 x 257 | f: 716-826-7958 | c: 716-440-7491

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Paul Oates

From: Mike Marino <mmarino@nussclarke.com>
Sent: Monday, July 11, 2022 10:07 AM
To: apolichette@lockportny.gov; poates@lockportny.gov
Subject: [EXTERNAL] RE: Agenda
Attachments: 071322-17 resolution for LWRP grant application.doc

Happy Monday!

Attached is a draft of resolution for 071322-17 for your consideration. I still owe you the others, sorry for the delay, don't know where the time goes!

Thanks!
 --mike

**Michael T. Marino, P.E.**

Chief Executive Officer

80 Main Street, Unit A

Lockport, NY 14094

p: 716.827-8000 x 257 | f: 716-826-7958 | c: 716-440-7491

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From: apolichette@lockportny.gov <apolichette@lockportny.gov>

Sent: Thursday, July 7, 2022 3:05 PM

To: 'Michelle M. Roman' <mroman@lockportny.gov>; 'Benjamin Joe' <ben.joe@lockportjournal.com>; 'WLVL' <news@wvl.com>; rzapp@lctv.net; taylor.epps@wkbw.com; Gina Pasceri <aal@lockportny.gov>; Kitty Fogle <ward4@lockportny.gov>; Kristin Barnard <ward5@lockportny.gov>; Luke Kantor <ward2@lockportny.gov>; Mark Devine <ward3@lockportny.gov>; Paul Beakman <ward1@lockportny.gov>; 'Jason' <jasoncafarella@msn.com>; 'Laura Miskell Benedict' <lmiskell31@hotmail.com>; 'Patricia McGrath' <pmcgrath@lockportny.gov>; bsmith@lockportny.gov; 'Chris Landry' <clandry@lockportny.gov>; Clayton Dimmick <cdimmick@lockportny.gov>; 'Jason Dool' <jdool@lockportny.gov>; Luca Quagliano <lquagliano@lockportny.gov>; 'MaryPat Holz' <mpholz@lockportny.gov>; mmmcfall@lockportny.gov; Nick <nrubert@lockportny.gov>; Paul Oates <poates@lockportny.gov>; selliston@lockportny.gov; smawhiney@lockportny.gov; 'Steve Abbott' <sabbott@lockportny.gov>; Tracy Farrell <TFarrell@lockportny.gov>; trusso@lockportny.gov; Mike Marino <mmarino@nussclarke.com>; dmcnamara@lockportny.gov

Cc: 'Mitchell Woite' <mwoite@jfitzgeraldgroup.com>; 'Elizabeth Deeks' <edeeks@jfitzgeraldgroup.com>

Subject: Agenda

External Email: Exercise caution with links and attachments.

071322.17 RESOLUTION REQUIRED FOR NY LOCAL WATERFRONT REVITALIZATION PROGRAM (LWRP) APPLICATION

Whereas, the City of Lockport (City), is seeking a grant for development of a Local Waterfront Redevelopment Plan (LWRP) and intends to submit via the New York Consolidated Funding Application (CFA) for said grant; and

Whereas, the City project cost estimate for the LWRP Project is \$100,000; and

Whereas, the LWRP grant program through NYS Department of State (NYSDOS) is authorized to fund up to \$85,000 of the project cost; and

Whereas, Nussbaumer & Clarke, Inc. is authorized to prepare a grant application on behalf of the City via the CFA for the LWRP Project; and

Whereas, the Mayor is required to sign the grant application on behalf of the City as well as a Grant Agreement with the NYSDOS and any and all other contracts, documents and instruments necessary to bring about the Project if a grant is awarded;

NOW, THEREFORE, BE IT:

RESOLVED that the City authorizes and appropriates a minimum of 15% local match as required by the LWRP Grants Program. Under the LWRP, this local match must be at least 15% of total project cost of \$100,000. The maximum local share appropriated subject to any changes agreed to by the Mayor shall not exceed \$15,000 subject to receipt of a LWRP grant and available funding. The total estimated maximum grant is \$85,000. The Mayor may increase this local match through the use of in-kind services without further approval from the City; and

BE IT FURTHER RESOLVED that the Mayor is authorized to sign a grant application on behalf of the City via the CFA to the NYSDOS LWRP Program for the Project; and

BE IT FURTHER RESOLVED that should a LWRP grant be awarded to the City, the Mayor is authorized to execute a Grant Agreement with the NYSDOS and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City's obligations under the Local Waterfront Revitalization Program through NYSDOS.

Paul Oates

From: Sue Mawhiney <smawhiney@lockportny.gov>
Sent: Wednesday, July 6, 2022 11:02 AM
To: Paul Oates
Cc: dgrant@lockportny.gov; lburruano@lockportny.gov; 'Teresa Rucci'
Subject: FW: res to sell 2 A Beverly Ave
Attachments: Res sale of misc properties 2 A Beverly Ave.docx

Paul,

Could you please put this on the agenda?

Please and thank you

From: Demetrius Grant <dgrant@lockportny.gov>
Sent: Wednesday, July 6, 2022 9:53 AM
To: 'Sue Mawhiney' <smawhiney@lockportny.gov>; lburruano@lockportny.gov
Subject: res to sell 2 A Beverly Ave



Demetrius Grant

Sr. Account Clerk
Treasurer's Office
City Of Lockport
One Locks Plz.
Lockport, NY 14094
Office: 716-439-6745
Fax: 716-439-6650

WHEREAS, pursuant to Section 61 of the City of Lockport Charter when the Common Council has determined and so declared that real or personal property owned by the City of Lockport, New York, should be sold or conveyed for the interest of the City, the City of Lockport may sell and/or convey such personal or real property, for a valuable consideration, at public sale or by a negotiated private sale, and

WHEREAS, pursuant to Section 279-B of the City Charter no such sale shall be effective unless and until it has been reviewed by the City of Lockport Property Management Committee and has been approved and confirmed by a majority vote of the Common Council for sale or disposition by sealed bid; negotiated sale under provisions of the City's Best Use Policy; Homestead Policy; or negotiated sale; except that no such approval shall be required when the property is sold at public auction to the highest bidder, and

WHEREAS, the Real Property Management Committee met and determined that the following properties are not needed for municipal purposes, have little market value due to their irregular size and location and recommended that the properties be offered for sale to either the adjoining owners or other interested parties, and

WHEREAS, the following purchasers submitted a proposal offering to acquire each property for nominal consideration, and

WHEREAS, the City of Lockport desires to return said parcels to the tax rolls.

NOW THEREFORE BE IT

RESOLVED, that the Mayor be and is hereby authorized to enter into a Contract of Sale and execute a quit claim deed and related title documents necessary for the sale of the following properties to the following purchasers for nominal consideration.

PARCEL ID	Address	Purchaser
109.34-2-72	2 A Beverly Ave	Derrick L. Farmer

Paul Oates

From: bsmith@lockportny.gov
Sent: Tuesday, June 28, 2022 3:33 PM
To: mroman@lockportny.gov; aal@lockportny.gov
Cc: Heather Peck; Gary.Bennett@nfta.com; spump@lockportny.gov; mmario@nussclarke.com; cgugliuzza@lockportny.gov; 'Paul Oates'
Subject: New York Main Street Application
Attachments: RFP City Projects May 2022.pdf

Mayor Roman and Alderwoman Pasceri,

As you may know, the State's CFA (consolidated funding application) season is upon us, and the deadline to submit applications is the end of July. I have been discussing several applications with Steve Pump and Mike Marino (both cced), including Department of State applications related to the Local Waterfront Redevelopment Plan and potentially even funding part of the comprehensive plan and zoning code update we are going through right now. I think we are in great shape there.

As was discussed at the last GLDC board meeting, the GLDC is interested in applying for a New York Main Street grant to assist in the redevelopment of a downtown project. As such, the GLDC sent out a public call for project submissions several weeks ago (see attached), and we received three responses for their projects to be considered, including the F&M Building, the former YMCA Building, and the Bewley Building. Based on the qualifications of the New York Main Street program, most notably their "Downtown Stabilization" track, and the responses we received, Heather Peck (cced) and I agree that the most competitive, applicable, and impactful project we as a community have to put forth would be the F&M Building. As you may know, that property has been under contract four different times since the project was named a DRI project and awarded \$1.35 million in grant funding. Even with that significant amount of DRI funds, the gap is too great for a developer to undertake the project.

The submission we received from Granchelli Development on the F&M Building states that one of the significant obstacles in the project's redevelopment is an approximately \$400,000 asbestos remediation that must take place, well beyond what was initially understood. Asbestos remediation is one of the core eligible expenses for the Downtown Stabilization track of the New York Main Street program, and Heather and I are thinking the most competitive application would be requesting \$300,000-\$350,000 towards the F&M Building's asbestos abatement. This would require between \$50,000 and \$100,000 of a commitment from Granchelli Development, not to mention that (like most state grants) it would be done on a reimbursement basis, so Granchelli Development would need to front the funds and complete the project before they received any of the funds via reimbursement.

Heather and I are working on meeting with Kelli Alaimo of Granchelli Development to see if they are interested in committing to the project. If yes, we will be asking the Council to pass a resolution supporting the GLDC's application for the funds, which is a state requirement as part of the CFA application to the Office of Housing and Community Renewal. If Granchelli Development cannot commit to a project quickly enough, we will move onto the next most competitive project, the former YMCA project.

I wanted to get this on your radar as we approach the July deadline now so we can answer any questions you have about the program or the process, and to try to get everything in place to have the Council pass the resolution no later than the 7/20 Council meeting, the last one ahead of the CFA deadline. Especially because my wife's due date is 7/21, and I may not be able to attend the meeting 7/20.

Feel free to reach out to me or Heather with questions.



REQUEST FOR PROJECTS

RESTORATION/REUSE OF KEY PROPERTIES

CITY OF LOCKPORT, NY

MAY 2022

Background:

The Greater Lockport Development (GLDC), a nonprofit local development corporation charged with furthering economic development in the City of Lockport, is issuing a request for projects from City of Lockport commercial property owners who are interested in pursuing a renovation project utilizing New York State grant funds. The purpose of this request is to allow for an open, fair, and public project selection process, so that everyone has an opportunity to have their project considered.

The GLDC operates city-wide and is intended to encourage the development and retention of business and industry, increase job opportunities, and act in the public's best interest. In keeping with that mission, the GLDC will assist the City of Lockport in applying for upcoming state grant funding through various New York State programs, including the New York Main Street and Restore NY programs on behalf of a key projects or properties in the city in need of revitalization. These NY state grant programs are intended to rehabilitate key, highly visible, and/or derelict properties that will have a major transformational impact on the community's future development.

The goal of this call for projects is to develop a list and prioritize potential projects for the GLDC and the City of Lockport to select from as various grant opportunities become available. The goal of the submissions is to clearly define projects that property owners are considering, or might consider, with the support of additional funding.

GLDC Vision:

A consistent vision for economic and community development has been formed around capitalizing on existing and under-performing assets in downtown Lockport. Signature projects and investment in some of Lockport's most prominent buildings and businesses like Cornerstone CFCU Arena, the continued rehabilitation of the Flight of Five Locks, the restoration of the

Historic Palace Theatre, have furthered economic progress in the City of Lockport. Lockport has a demonstrated track record of how public investment can leverage private investment to transform a property or an area. Examples of this include the transformation of Canal Street and the progress at Harrison Place. While the continued development of several properties are underway, including the Historic Post Office, the former Tuscarora Club, and the former Kendzie's building, which are critical to the implementation of Lockport's vision for development, several large and even other smaller properties that have enormous impact as it relates to blight and vacancy represent opportunities to further positively impact our community. Downtown Lockport has an inventory of vacant or underutilized properties that offer unique opportunities for mixed-uses that would breathe new life into the downtown.

Submission Requirements:

Proposed projects should demonstrate an understanding of current trends in downtown Lockport and complement recent economic development successes and ongoing impactful projects that have built positive momentum and has Lockport trending in the right direction. Projects will be evaluated based on the property's existing condition, location, project readiness and viability, potential for redevelopment, impact on the greater community, and the project's ability to be competitive among applications from across NYS and meet the goals of available grant programs. In general, projects will be prioritized that: are visually prominent in the community; include renovation of upper story residential units; have historic value or are historic properties in danger of being lost in part, or in total, to disrepair or damage; with the assistance of grant funds will reduce blight; contribute to the economic recovery of the community; or realize a stabilization or expansion. At a minimum, proposals should include: a property history, a basic conceptual project plan, building photographs and a project budget.

All proposals must include the following information:

- **Executive Summary:**
 1. Property Owner contact information, property address and a list of tenants (if any).
 2. Summarize the existing conditions of the property, its physical characteristics, and its current needs.
 3. State how grant funds would enable restoration and/or reuse of the property.
 4. Provide a brief history of the property – date built, previous and current ownership, any major renovations done and when, etc.
 5. List owners' previous experience with renovation projects, if any.
- **Financial Readiness:**
 1. Provide a detailed project budget with itemized cost estimates.
 2. State amount of funding able to be committed to the project. Many grant programs require an ownership equity match, which vary in amount or percentage from program to program. Owners must clearly state the amount of equity able to be committed to a project.
 3. Include any contractor quotes or estimates to show proof of costs.

- **Vision/Project Plan: Include any preliminary drawings, photographs and/or site plans.**
 1. Include a preliminary concept plan for the proposed project. If possible, specify the square footages of each project component, as well as other appropriate descriptive measures.
 2. Provide exterior and interior photographs.
 3. Description of any plans for connecting renovation/new use of the property to the rest of City of Lockport and how your project is consistent with the GLDC's vision.
 4. If feasible, include graphic depictions of the proposed project. Examples include: overall conceptual site plans, frontage/façade improvements, floor plans, building elevation drawings, renderings, cut sheets, photos, sketches, and/or illustrations, etc. which would illustrate any design elements. At a minimum, reviewers should have a very clear understanding of what the property owner intends for the use of grant funds.

If a project is selected to be considered for State funding, the following requirements may be in effect depending on the specific funding being considered:

1. The property will be subject to an environmental review and required to address any recommended remediation.
2. The project must be submitted to the NYS State Historic Preservation Office (SHPO) for approval and must follow any NYS SHPO guidelines and recommendations.
3. Contractor selection will be conducted by the GLDC and will be awarded to the lowest qualified bidder and be subject to:
 - Minority and Woman-Owned Business Enterprise (MWBE) participation goals as defined by the state of New York,
 - Equal Employment Opportunity Requirements, Diversity Practices,
 - Service-Disabled Veteran-Owned Business participation goals as defined by the state of New York, and
 - NYS Comptroller Requirements for Responsible Vendors

Projects vary based on different programs, but in general the following items are ineligible activities:

- Acquisition costs;
- New construction (including in-fill buildings);
- Capitalizing a revolving loan fund;
- Improvements to structures owned by religious organizations and used for any religious purpose, or owned by private membership-based organizations and used solely for private membership-based events, or owned by a municipality and operated by a municipality;
- Demolition of an entire structure;
- Construction of an additional story on an existing building;
- Vinyl or aluminum siding;
- Improvements of single-family homes or owner-occupied apartments, or apartments renovated for use by family members;

- Site work or ancillary activities on a property including but not limited to: septic systems/laterals, grading, parking lots, sidewalks, patios, decks, garages, sheds, landscaping, fences, free standing signs, general maintenance or repairs;
- Furnishings, appliance, electronics, tools, disposable supplies, business equipment, and non-permanent fixtures.

Proposals should be submitted to the Greater Lockport Development Corporation **by or before 4:00 pm on Friday, June 17th, 2022** and must include all items specified in this RFP. Proposals shall be addressed to:

**Brian Smith, President/CEO
Greater Lockport Development Corporation
One Locks Plaza
Lockport, NY 14094**

Or emailed to: bsmith@lockportny.gov

In accordance with New York State procurement law, no member of the board or staff of the GLDC, or any elected official, or any associated person, other than the officially-designated representative listed above for this procurement shall be contacted pertaining to this RFP during the procurement process. Respondents failing to comply with this requirement risk disqualification by the GLDC.

Reservations of Rights:

The GLDC reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies and to accept any proposal that it deems to be in the best interest of the community. The acceptance of a proposal does not guarantee grant funding shall be awarded. A selection will be made on basis of the potential respondent whose proposal best meets the criteria set forth above and can offer the most competitive application. The GLDC reserves the right to request additional information from all respondents.

Whereas, the Greater Lockport Development Corporation (GLDC), conducted a public "Request for Projects," from City of Lockport commercial property owners who are interested in pursuing a renovation project utilizing New York State grant funds; and

Whereas, the purpose of which was to allow for an open, fair, and public project selection process, for consideration for such State-funded grant programs; and

Whereas, the GLDC received three submissions on behalf of city property owners to begin to develop a city-wide project list and prioritize potential projects to select from as various grant opportunities become available through the state; and

Whereas, the NYS Office of Homes and Community Renewal is offering a New York Main Street Grant program through the State's Consolidated Funding Application, including a "Downtown Stabilization" grant for properties needing grant funding for environmental remediation that is holding back the redevelopment of a downtown property; and

Whereas, Granchelli Development submitted 116 Main Street (F&M Building) for consideration of grant funding to pursue an approximately \$500,000 environmental and asbestos abatement project; and

Whereas; the redevelopment of the F&M Building was determined to be a public priority through an extensive public input process as part of the Downtown Revitalization Initiative local planning committee; and

Whereas; the Director of Planning and Development and GLDC staff have reviewed the New York Main Street "Downtown Stabilization" program and the submissions received and have determined that the proposed abatement project of the F&M Building is the most applicable and competitive project the Lockport community can put forth to be awarded funded and are requesting to submit a CFA application to the NYS Office of Homes and Community Renewal for an approximately \$375,000 grant; and

Whereas, Granchelli Development, if awarded funding, has committed to the 25% match requirement of approximately \$125,000 and to completing the project;

Now therefore let it be

Resolved, that pursuant to their request, the Greater Lockport Development Corporation is hereby authorized to submit a New York Main Street grant through the 2022 NYS Consolidated Funding Application on behalf of a business and property owner in the City of Lockport, as identified by the GLDC, for the purpose of rehabilitation and renovation;

Resolved, that the City of Lockport and the Common Council supports this grant application, and should funding be awarded, will offer advisory consultation as necessary; and

Resolved, that the Mayor is hereby authorized and execute any documentation required for the implementation of the grant program

Paul Oates

From: Tim Russo <trusso@lockportny.gov>
Sent: Thursday, July 7, 2022 9:10 AM
To: 'Paul Oates'; apolichette@lockportny.gov
Subject: RE: Resolutions for Next Week

Sorry,

I also have an resolution to authorize the use of the parks revitalization fund.

Thanks



Timothy Russo
Director of Finance
Finance Department
City of Lockport, NY
716.439.6631

From: Tim Russo <trusso@lockportny.gov>
Sent: Wednesday, July 6, 2022 1:35 PM
To: 'Paul Oates' <poates@lockportny.gov>; 'apolichette@lockportny.gov' <apolichette@lockportny.gov>
Subject: Resolutions for Next Week

Hello,

My resolutions for next week include:

- 1) Water Filtration Budget Amendment to Pay for Town Invoice
- 2) Authorize Purchase from FX Infrastructure Fund
- 3) Budget Amendment to Authorize IT Infrastructure Purchase
- ~~4) Authorize the Use of Police Asset Forfeiture Funds~~
- 5) Authorize Use of Contingency for Body Cameras in Police

Thank you



Timothy Russo
Director of Finance
Finance Department
City of Lockport, NY
716.439.6631

Paul Oates

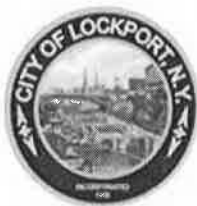
From: Tim Russo <trusso@lockportny.gov>
Sent: Monday, July 11, 2022 11:44 AM
To: 'Paul Oates'; apolichette@lockportny.gov
Cc: 'Sue A. Mawhiney'; 'Michelle Roman'
Subject: RE: Resolution

(Sorry, I accidentally sent before writing the email)

Attached are three resolutions, one for FX infra fund authorization, one to pay for a county invoice for water supply, and one for the purchase of police body cameras (\$10k paid in 2022 and another paid in 2023).

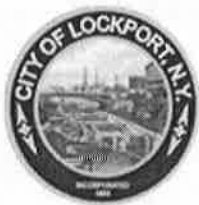
I am still waiting on information for the IT resolution and will send it later.

Thanks



Timothy Russo
Director of Finance
Finance Department
City of Lockport, NY
716.439.6631

From: Tim Russo <trusso@lockportny.gov>
Sent: Monday, July 11, 2022 11:42 AM
To: 'Paul Oates' <poates@lockportny.gov>; 'apolichette@lockportny.gov' <apolichette@lockportny.gov>
Cc: 'Sue A. Mawhiney' <smawhiney@lockportny.gov>; 'Michelle Roman' <romanforlockport@gmail.com>
Subject: Resolution



Timothy Russo
Director of Finance
Finance Department
City of Lockport, NY
716.439.6631

City of Lockport - Resolution Request Form (For Finance Department)

Agenda Description: <u>Budget Amendment to pay for contract invoice</u>	
Proposed By: <u>Lennis McNamara</u>	Date Submitted: <u>7/5/22</u>
Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.	
Summary: <u>The County provided water gallons in the amount of 4,093,554 gallons for \$3,684.20. This was an unexpected payment and funds are needed from contract.</u>	
Financial Impact (for current and following year): <u>Current FX Fund contract is \$13,001.</u>	
Explanation of attachments: <u>① invoice ② resolution</u>	
For Requests Involving Budget Amendments:	
Increase Line Item:	Decrease Line Item:
<u>FX. 8330.54615 \$3,685</u>	<u>FX. 1400.54775 \$3,685</u>
For Finance Director to Fill Out:	
Date of Approval: <u>7/11/22</u>	Resolution: <u>071122.</u>

Whereas, the City required use of the Niagara County Water district to supply 4,093,554 gallons of water at a rate of \$.90/1000 gallons for a total of \$3,684.20; and

Whereas, the unforeseen costs do not fit within the FY 2022 appropriated budget for the department and require the use of contingency funds; now, therefore, be it

Resolved, that the Common Council hereby amend the Water Fund budget to reflect this need:

Expenditures:

Decrease

FX.1900.54775	Contingency	\$3,684.20
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Increase:

FX.8330.54615	Supply of Water	\$3,684.20
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INVOICE

NIAGARA COUNTY WATER DISTRICT
5450 Ernest Road, P.O. Box 315, Lockport, New York 14095-0315

Account: 15 Service Class 1

Date Due: July 1st, 2022

For the Period of March 31, 2022 to June 30, 2022

Amount Due \$3,684.20

City of Lockport

Rate: \$0.90/1000 Gallons

Attn: Angela

Penalty

City of Lockport Water Dept.

Grand Total: \$3,684.20

One Locks Plaza

Water Rates on file at NCWD Service Center

Lockport

NY 14094-3623

METER READINGS

<u>Meter</u>	<u>Present</u>	<u>Previous</u>	<u>Consumed</u>
Include: City of Lockport 90210	191,840,750	187,747,196	4,093,554

This Statement Due Date:

- ☐ January 2nd
☐ April 1st
☒ July 1st
☐ October 1st

TOTAL CONSUMPTION

4,093,554

NOTE: Bills not paid within 30 days following due date are subject to 1 1/2% penalty charge per month on the unpaid balance until paid in full; 60 days from due date - Water shut off. No exceptions.

City of Lockport - Resolution Request Form (For Finance Department)

Agenda Description: <i>Authorise use of FX Infra Funds</i>	
Proposed By: <i>Dennis McNamara</i>	Date Submitted: <i>7/5/22</i>
<i>Please provide to Finance Director at least two weeks prior to Council meeting.</i>	
Summary: <i>The water filtration medium has not been updated in recent years and needs to have more materials. 3 quotes have been compiled for this and will need capital funds to be done.</i>	
Financial Impact (for current and following year): <i>\$18K in 2022. The Department has expressed the desire to do this annually (at a much smaller amount).</i>	
Explanation of attachments: <i>① Resolution ② 3 quotes</i>	
For Requests Involving Budget Amendments:	
Increase Line Item:	Decrease Line Item:
For Finance Director to Fill Out:	
Date of Approval: <i>7/11/22</i>	Resolution: <i>071122 -</i>

Whereas, the City of Lockport's Water Filtration requests the purchase of filter media to replace current depleted resources; and

Whereas, the Department has compiled 3 quotes for said replacement and has recommended to move forward with Anthrafilter for a total of \$17,988; now, therefore, be it

Resolved, that the City of Lockport Common Council hereby approves of the Mayor to enter into a contract with Anthrafilter and utilize funds in the H204 capital project (FX Infrastructure Improvements).

Quote 1



4992 Sweet Home Road,
Niagara Falls, N.Y. 14305
Phone: 716-285-5680
Fax: 716-285-5681
Email: swilley@anthrafilter.net
Anthracite Filter Media, Filter Sands &
Gravels, Carbon, Garnet, Ilmenite,
Filter Media Removal and Installation.

To: City of Lockport Water Department

From: Steve Wildey

Attention: Dennis McNamara

Email: dmcnamara@lockportny.gov

Pages: 1

Phone: 716-255-8176

Date: 8/30/2022

Dennis,

Reference: Anthracite Filter Media - Revision 1

We are pleased to provide you with the following quotation.

1060 cu.ft. Anthracite Filter Media .65 - .75 mm, U.C. 1.65 or less.
140 cu.ft. Anthracite Filter Media .85 - .95 mm, U.C. 1.7 or less.

Your cost would be \$ 14.99/cu.ft. (\$ 17,988.00).

This price includes the material packaged in 1 cu.ft. bags, on pallets and freight charges to your plant in Lockport, NY.

Availability: 3 weeks or less from date of order.

If you have any questions, please call 716-285-5680.

Thank you.

Steve Wildey

✓

Dennis McNamara

From: Spencer Wellington <spencer@ceifiltration.com>
Sent: Tuesday, June 28, 2022 2:57 PM
To: Dennis McNamara
Subject: Re: [EXTERNAL] Re: need a anthracite quote

Quote 2

Dennis,

You can get the 140 cuft .85-.95mm anthracite plus 1,060 cuft .65-.75mm anthracite for \$18,000 delivered price.

Thank You

Spencer Wellington
Carbon Enterprises, Inc.
800-344-5770



On Tue, Jun 28, 2022 at 1:20 PM Dennis McNamara <dmcnamara@lockportny.gov> wrote:

Hi Spencer,

Thanks for the quote, I only need 140 cubic feet at size- 0.85-0.95

The rest would be at size- 0.65-0.75 – UC- (1.65)

Thanks

Dennis

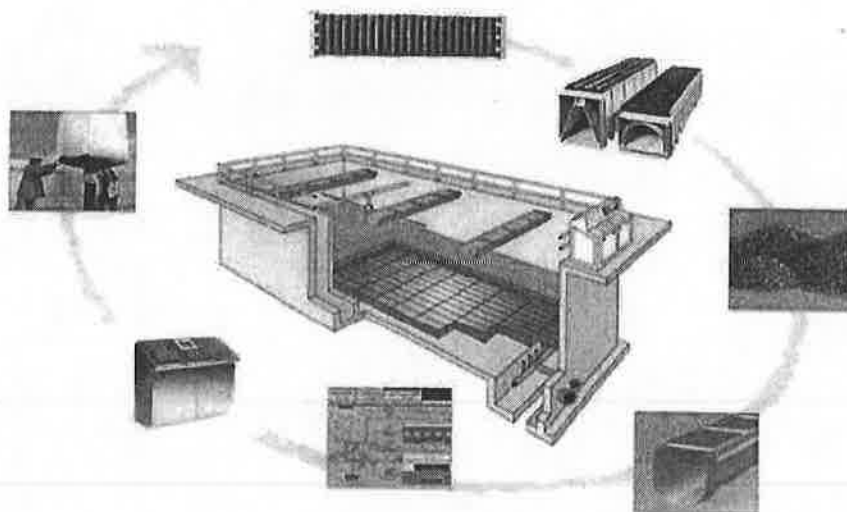
From: Spencer Wellington <spencer@ceifiltration.com>
Sent: Monday, June 27, 2022 3:42 PM
To: Dennis McNamara <dmcnamara@lockportny.gov>
Subject: [EXTERNAL] Re: need a anthracite quote

Quote 3



Proposal

Lockport WTP Lockport, NY.



6/27/2022



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400
Zellenople, PA 16063
Mr. Chris Ball
Direct: 724-453-2109
Mobile: 724-713-7145
Email: chris.ball@xylem.com

6/27/2022

Project name : Lockport, NY.
Project number : S22222REV01

To Whom It May Concern:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our media equipment and services for the Lockport, NY WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Chris Ball
Senior Sales Engineer

1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using provided information.

FILTER MEDIA:

660 cubic feet	FILTER ANTHRACITE – Effective Size: 0.65 mm to 0.75 mm Uniformity coefficient: 1.65 16 Tons
140 cubic feet	FILTER ANTHRACITE – Effective Size: 0.85 mm to 0.95 mm Uniformity coefficient: 1.70 4 Tons

Submittals:

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Typical samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval as required by the specification. If independent testing is required per specification, test reports of the actual material produced will be submitted for approval prior to release for shipment.

Packaging and Placement of Materials:

Material will be packaged in one cubic foot polypropylene or paper bags Anthracite- 50 lbs. each and palletized.

Quantities:

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Any loss of material due to storage or handling is not covered by this proposal.



2 Price & Scope of Supply

2.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation are reviewed by Xylem Water Solutions USA, Inc before acceptance and are subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc. 108 Tomlinson Drive Suite 400 Zelienople, PA 16063.

We propose to furnish the material described in this document for a **total selling price of \$17,958.00**. Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Payment terms:

100% net 30 days from the date of the respective shipments of the material

3 Commercial Terms & Conditions

3.1 DELIVERY SCHEDULE

- Please consult our factory for manufacturing lead-times.
- STATED LEAD-TIMES ARE ESTIMATED AT TIME OF QUOTATION / ORDER BUT MAY BE IMPACTED BY THE CURRENT COVID-19 VIRUS PANDEMIC INCLUDING EFFECTS FROM SUPPLIER'S RAW MATERIAL SHORTAGES AND LABOR CONSTRAINTS AS WELL AS GLOBAL TRANSPORTATION AND LOGISTICS DELAYS.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

3.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc.

BY: _____

BY: _____

_____, 20____

_____, 20____

**City of Lockport - Resolution Request Form
(For Finance Department)**

Agenda Description: <i>Use of Contingency for body cameras</i>	
Proposed By: <i>Chief Abbott</i>	Date Submitted: <i>7/1/22</i>
<i>Please provide to Finance Director at least two weeks prior to Council meeting.</i>	
Summary: <i>This would allow for the purchase of body cameras (including hardware software). It would use contingency, as it was not included in the 2022 budget.</i>	
Financial Impact (for current and following year): <i>Contingency use of \$10,577 in 2022 and 2023. Additional funds next year will appropriate \$ for this. Current AFund contingency = \$306,363</i>	
Explanation of attachments: <i>① memo ② resolution</i>	
For Requests Involving Budget Amendments:	
Increase Line Item:	Decrease Line Item:
<i>A.300.54515 \$10,577</i>	<i>A.1000.54775 \$10,577</i>
For Finance Director to Fill Out:	
Date of Approval: <i>7/1/22</i>	Resolution: <i>071122.</i>

Whereas, the City's Police Department has expressed the need to purchase body cameras that have not been included in their annual budget appropriation for FY 2022; and

Whereas, the Police Chief has identified a vendor, Axon Enterprise, Inc., whose hardware and software will fit within the needs of the City for an FY 2022 cost of \$10,577; now, therefore, be it

Resolved, that the Common Council hereby amend the General Fund budget to reflect this need:

Expenditures:

Decrease

A.1900.54775	Contingency	\$10,577
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Increase:

A.3120.54515	Special Supplies	\$10,577
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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-392034-44685.574LC

Issued: 05/04/2022

Quote Expiration: 05/31/2022

Estimated Contract Start Date: 06/15/2022

Account Number: 310911

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1 Locks Plz 1 Locks Plz Lockport, NY 14094-3640 USA	Lockport Police Dept. - NY 1 Locks Plz Lockport, NY 14094-3640 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lucas Campbell Phone: Email: lcampbell@axon.com Fax:	Dan Kaufman Phone: (716) 901-6515 Email: dkaufman@lockportny.gov Fax: (716) 439-6777

Quote Summary

Program Length	29 Months
TOTAL COST	\$21,154.00
ESTIMATED TOTAL W/ TAX	\$21,154.00

Discount Summary

Average Savings Per Year	\$1,728.42
TOTAL SAVINGS	\$4,177.02

Payment Summary

Date	Subtotal	Tax	Total
May 2022	\$10,577.00	\$0.00	\$10,577.00
Oct 2023	\$10,577.00	\$0.00	\$10,577.00
Total	\$21,154.00	\$0.00	\$21,154.00

Quote List Price:

\$25,331.02

Quote Subtotal:

\$21,154.00

Pricing*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 1-Bay Dock Bundle								
74211	AXON BODY 3 - 1 BAY DOCK		1	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3 Camera Bundle								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		14	\$699.00	\$699.00	\$9,786.00	\$0.00	\$9,786.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	29m	14	\$338.43	\$254.58	\$3,564.17	\$0.00	\$3,564.17
73309	AXON CAMERA REFRESH ONE		14	\$741.00	\$557.42	\$7,803.83	\$0.00	\$7,803.83
Individual Items								
73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	1m	10	\$23.30	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$21,154.00	\$0.00	\$21,154.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	1	05/15/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	1	05/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	16	05/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	14	05/15/2022
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16	05/15/2022
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	14	11/15/2024

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	14	06/15/2022	11/14/2024

Payment Details

May 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	16	\$0.00	\$0.00	\$0.00
Year 1	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	1	\$0.00	\$0.00	\$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	14	\$4,893.00	\$0.00	\$4,893.00
Year 1	73309	AXON CAMERA REFRESH ONE	14	\$3,901.92	\$0.00	\$3,901.92
Year 1	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	10	\$0.00	\$0.00	\$0.00
Year 1	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16	\$0.00	\$0.00	\$0.00
Year 1	74211	AXON BODY 3 - 1 BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	14	\$1,782.08	\$0.00	\$1,782.08
Total				\$10,577.00	\$0.00	\$10,577.00

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	16	\$0.00	\$0.00	\$0.00
Year 2	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	1	\$0.00	\$0.00	\$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	14	\$4,893.00	\$0.00	\$4,893.00
Year 2	73309	AXON CAMERA REFRESH ONE	14	\$3,901.91	\$0.00	\$3,901.91
Year 2	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	10	\$0.00	\$0.00	\$0.00
Year 2	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16	\$0.00	\$0.00	\$0.00
Year 2	74211	AXON BODY 3 - 1 BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	14	\$1,782.09	\$0.00	\$1,782.09
Total				\$10,577.00	\$0.00	\$10,577.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/4/2022



City of Lockport - Resolution Request Form (For Finance Department)

Agenda Description: <i>Authorize Parks Revitalization Fund</i>	
Proposed By: <i>Mike Hoffman</i>	Date Submitted: <i>7/7/22</i>
<i>Please provide to Finance Director at least two weeks prior to Council meeting.</i>	
Summary: <i>this would allow the City to purchase pickleball equipment with the capital parks fund.</i>	
Financial Impact (for current and following year): <i>N/A</i>	
Explanation of attachments: <i>① agenda ② Resolution</i>	
<i>For Requests Involving Budget Amendments:</i>	
Increase Line Item:	Decrease Line Item:
<i>←</i>	<i>—</i>
<i>For Finance Director to Fill Out:</i>	
Date of Approval: <i>7/11/22</i>	Resolution: <i>7-1922, —</i>

Whereas, Resolution 040721.8 (FY 2021 Budget Supplement #1) established a Park Revitalization Program (H206) in the Capital Budget with \$275,000 in available funding; and

Whereas, the Director of Highways, Parks, and Distribution has recommended to proceed with the purchase of pickleball equipment for a total of \$1,397.95; now, therefore, be it

Resolved, that the City of Lockport Common Council hereby authorizes said purchases to be made from the H206 capital project.

Enter gift card

Apply

Shopping Cart

Edwards Pickleball Net (22'x36") (/product/16120/edwards-pickleball-net-22-x36)

SKU: FEPBN-NA

Quantity [Delete \(/shoppingcart/deleteitem/257494?returnurl=%2Fcheckout\)](/shoppingcart/deleteitem/257494?returnurl=%2Fcheckout)

SubTotal: \$318.00

Edwards Pickleball 3" Classic Round Net Posts (Green) (/product/16121/edwards-pickleball-3-classic-round-net-posts-green)

SKU: FEPBP-NA

Quantity [Delete \(/shoppingcart/deleteitem/257497?returnurl=%2Fcheckout\)](/shoppingcart/deleteitem/257497?returnurl=%2Fcheckout)

SubTotal: \$678.00

Edwards Sleeves for Classic Round 3" Posts (Pair) (/product/42600/edwards-sleeves-for-classic-round-3-posts-pair)

SKU: FECISL-NA

Quantity [Delete \(/shoppingcart/deleteitem/257498?returnurl=%2Fcheckout\)](/shoppingcart/deleteitem/257498?returnurl=%2Fcheckout)

SubTotal: \$140.00

Update Cart

Place Order

Join Our Mailing List

Type your name

Type your email

4.9 ★★★★★
Google
Customer Reviews

Submit

Save

Order Summary

Subtotal: \$1,136.00
Shipping: \$223.16
~~**Tax:** \$108.74~~
Total: \$1,467.90


As low as \$92/mo with **affirm**. [Learn more](#)

\$ 1359.16

☒ We'd love to keep in touch with new product launches and exclusive deals! If you'd prefer not to receive e-mails from us, please uncheck the box.

☐ I have reviewed the updated return policy (/topic/returns).

Place Order

 Secured with SSL



Join Our Mailing List

Type your name

Type your email

4.9 ★★★★★
Google
Customer Reviews

Submit

Secure Checkout or continue shopping (/product/16121/edwards-

pickleball-3-classic-round-net-posts-green)

Account

Email (required)

Save

(For new and returning customers)

Ship To

Clayton Dimmick
455 S. Niagara St.
Lockport, NY 14094
United States
(716) 998-0991

Change

Bill To

Same as shipping address

Change

Delivery Options

 UPS Ground \$223.16

Change

Join Our Mailing List

4.9 ★★★★★
Google
Customer Reviews

Submit



LOCK CITY SUPPLY INC.

A CORE & MAIN BRAND
650 WEST AVE, PO BOX 481
LOCKPORT, NY 14095

PRICE QUOTE

Phone 716-625-8686
Fax 716-434-0296

Page 1

Printed 07/06/22 BL

Quoted

LOCKPORT CITY STREETS & PARKS
ONE LOCKS PLAZA
LOCKPORT NY 14094
Tel: Fax: 716-433-7358

Ship To

SAME

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
042274	07/06/2022	08/05/2022	0001580			BL
Job ID	Customer Terms			Salesman		
PICKLE BALL COURT	Net 30 Days			BRIAN F PETRIE		
Product	Description	UM	Quant	Unit Price	Disc%	Extension
0A0260	3" 270237 GRIPPER PLUG	EA	4	9.4940	NET	37.98
X: _____ (Accepted by)				Sub Total \$37.98 Tax Amount \$0.00 Total \$37.98		

MESSAGE

TERMS

Pickleballcentral.com
22330 68th Ave S
Kent WA 98032

253 854-0163
253 590-2814 fax
info@pickleballcentral.com



PickleballCentral.com

Quote 051721-1

Date 17-May-21

Bill To:
City of Lockport NY
attn Mike Hoffman

Ship To:
City of Lockport NY
attn Mike Hoffman

Qty	Description	Cost	Total
2	PBC577 PickleballCentral PVC Sleeves set of 2	24.99	49.98
2	PBC575-0 PickleballCentral Heavy Duty Posts Green x2	329.99	659.98
2	PBC576 PickleballCentral Permanent Net	149.99	299.98
			-
			-
			-
			-
	Tax Exempt		-
	Free shipping over \$69		
		Total	1,009.94

TIN: 20-8286210

Quote good for 30 days, does not include sale items.

Tim Russo

From: Michael Hoffman <mhoffman.lockportny@gmail.com>
Sent: Thursday, July 7, 2022 9:00 AM
To: Timothy Russo
Subject: [EXTERNAL] Fwd: Pickleball
Attachments: Pickleball Equipment.pdf

Tim,

Here are the numbers for the Pickleball equipment \$1359.16 and plugs for sleeves \$37.98. I also enclosed last years order that was cancelled and approved from parks capital account.

Michael Hoffman
Director of Highway and Parks
City of Lockport NY
mhoffman.lockportny@gmail.com
716-220-2422

----- Forwarded message -----

From: <cdimmick@lockportny.gov>
Date: Thu, Jul 7, 2022 at 8:52 AM
Subject: Pickleball
To: Michael Hoffman <mhoffman.lockportny@gmail.com>

Paul Oates

From: bsmith@lockportny.gov
Sent: Tuesday, July 5, 2022 11:18 AM
To: 'Paul Oates'
Cc: 'Patricia McGrath'; spump@lockportny.gov; Heather Peck; jdool@lockportny.gov; aal@lockportny.gov; 'Tim Arlington'
Subject: Wayfinding and Signage SEQR Resolutions
Attachments: 20220705112006.pdf

Hi Paul,

As part of the Locks Heritage District Corporation and Cit of Lockport Wayfinding and Signage project, a SEQR must be performed. With the project being in public right-of-way (the installation of and replacement of various street signs), the City should be lead agency. Please see the attached short form EAF.

Can we get a resolution on for 7/13 having the City be lead agency and also to review and approve the Type II listing?

Let me know what else you need. Thanks!

-
Brian M. Smith
Director of Planning and Development
City of Lockport
(716) 439-6688
1 Locks Plaza
Lockport, NY 14094

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: <i>Lock Heritage District Corporation - Wayfinding Signage</i>			
Project Location (describe, and attach a location map): <i>Various Locations within the City of Lockport</i>			
Brief Description of Proposed Action: <i>New Wayfinding Signage for the Erie Canal and other Tourism Attractions for the City of Lockport A total of 38 signs Proposed.</i>			
Name of Applicant or Sponsor: <i>Lock Heritage District Corporation</i>		Telephone: <i>(716) 439-6683</i> E-Mail: <i>briansmithwny@gmail.com</i>	
Address: <i>One Locks Plaza</i>			
City/PO: <i>Lockport</i>		State: <i>NY</i>	Zip Code: <i>14094</i>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: <i>Project funded By NYS Grant</i>			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<i>NA</i> acres	
b. Total acreage to be physically disturbed?		<i>NA</i> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>NA</i> acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
b. Are public transportation service(s) available at or near the site of the proposed action?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>Does Not Apply</u>		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>Not Applicable</u>		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <u>Not Applicable</u>		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
b. Is the proposed action located in an archeological sensitive area?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input type="checkbox"/> NO <input type="checkbox"/> YES		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Lock Heritage District Corp. Applicant/sponsor name: <u>Brian S. Smith</u> <u>Exec. Director</u> Date: <u>July 1, 2022</u> Signature: <u>[Signature]</u>		

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only (If applicable)

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<u>City of Lockport</u>	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Paul Oates

From: Laura Miskell Benedict <lmiskell31@hotmail.com>
Sent: Thursday, July 7, 2022 1:59 PM
To: Paul Oates; Michelle Roman
Cc: pmcgrath@lockportny.gov; 'Jason Cafarella'
Subject: Re: [EXTERNAL] Re: Wayfinding and Signage SEQR Resolutions
Attachments: City Resolution SEQR signs 7-7-22.docx

Hi Paul. Here is the Resolution.

Thanks,

Laura A. Miskell Benedict
Attorney at Law
Miskell & Moxham
280 East Avenue
PO Box 464
Lockport, NY 14095
(716) 433-1344

From: Paul Oates <poates@lockportny.gov>
Sent: Thursday, July 7, 2022 9:22 AM
To: 'Laura Miskell Benedict' <lmiskell31@hotmail.com>
Cc: pmcgrath@lockportny.gov <pmcgrath@lockportny.gov>; 'Jason Cafarella' <jasoncafarella@msn.com>
Subject: RE: [EXTERNAL] Re: Wayfinding and Signage SEQR Resolutions

Thank you, Laura.

Paul K. Oates
City Clerk

From: Laura Miskell Benedict <lmiskell31@hotmail.com>
Sent: Wednesday, July 6, 2022 4:54 PM
To: Paul Oates <poates@lockportny.gov>
Cc: pmcgrath@lockportny.gov; Jason Cafarella <jasoncafarella@msn.com>
Subject: [EXTERNAL] Re: Wayfinding and Signage SEQR Resolutions

Hi Paul. I will write it - I think just one will suffice as they're intertwined.

Thanks,

Laura A. Miskell Benedict
Attorney at Law
Miskell & Moxham
280 East Avenue
PO Box 464

Resolution _____

By Alderman _____:

Whereas, the Locks Heritage District Corporation and City of Lockport Wayfinding and Signage Project have requested placing new signs, and replacing old signs, throughout the City of Lockport along the Erie Canal and other tourism attractions in the City; and

Whereas, due to the requested sign placement being in the public right-of-way, the City should be the lead agency in this project; and

Whereas, the Lock Heritage District Corporation has completed a Short Environmental Assessment Form that the Council has reviewed; and

Whereas, the Lock Heritage District Corporation is requesting that the City review the Assessment Form and declare the project a Type 2 Impact (no to small impact); and

Now therefore, be it

Resolved, that the Council hereby permits the City to become the lead agency in the aforementioned project; and it is hereby further

Resolved, that the Council has reviewed the Short Environmental Assessment Form and is confident that the project will have minimal or no impact if effectuated as described, and hereby permits the Mayor to sign the Part 3 of the Short Environmental Assessment Form.

Seconded by _____