

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

November 9, 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.
110922.1

APPROVAL OF MINUTES

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

FROM THE MAYOR

Appointments:

10/27/22 Tyler L. Alexander, 101 South Street, Lockport, NY 14094 – appointed to Wastewater Operator trainee for the City of Lockport Wastewater Treatment Plant. Effective October 28, 2022. Said appointment is provisional and subject to the City of Lockport Civil Service Rules and Regulations.

FROM THE CITY CLERK

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

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

10/21/22 Sarah K. Lanzo, City Clerk – notification of bids received on October 21, 2022 for Chemicals for Municipal Water Treatment Facility are as follows:

Chlorine:

JCI Jones Chemicals, Inc.	Caledonia, NY	\$3,503 per ton
<u>Polyaluminum chloride:</u>		
Usalco	Baltimore, MD	\$2.3265 per gal
Kemira Water Solutions	Lawrence, KS	\$2.51 per gal
Holland Company, Inc.	Avon Lake, OH	\$5.126 per gal
<u>Hydrofluorosilicic Acid:</u>		
Univar Solutions USA, Inc.	Morrisville, PA	\$3.17 per gal
Brenntag	Reading, PA	\$4.85 per gal
Slack Chemical Co., Inc.	Carthage, NY	No Bids Included

Notice of Complaint:

10/26/22 239 Niagara Street - Tree

Referred to the Director of Highways, Parks and Water Distribution.

Notice of Claim:

Referred to the Corporation Counsel.

MOTIONS & RESOLUTIONS

110922.2

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 _____, 2022 as follows:

General Fund	Fund A	\$
Water Fund	Fund FX	\$
Sewer Fund	Fund G	\$
Capital Projects	Fund H	\$
Refuse Fund	Fund CL	\$
Self Insurance	Fund MS	\$
Worker's Comp	Fund S	\$
Payroll	Pay Date 11/3	\$502,958.39

Seconded by Alderman _____ and adopted. Ayes _____.

110922.3

By Alderman _____:

Whereas, the City of Lockport advertised for bid proposals for chemicals for municipal water treatment for the 2023 calendar year, and

Whereas, the following bids were received and publicly opened by the City of Lockport on Friday, October 21, 2022 at 11:00 am: JCI Jones Chemicals, Inc., \$3,503 per ton for chlorine; Usalco, \$2.3265 per gallon, Kemira Water Solutions, \$2.51 per gallon, Holland Company, Inc., \$3.25 per gallon, and Applied Specialties, Inc., \$5.126 per gallon for

polyaluminum chloride; and, Univar Solutions USA, Inc., \$3.17 per gallon, and Brenntag, \$4.85 per gallon, and

Whereas, the contracts will be awarded solely from the bids received; and

Whereas, the Chief Water Treatment Plant Operator has reviewed the bids and recommends awarding the contract to each of the low bidders; now, therefore, be it

Resolved, that the Mayor, subject to Corporation Counsel approval, is hereby authorized and directed to sign contracts with JCI Jones Chemicals, Inc. for chlorine, Usalco for polyaluminum chloride, and Univar Solutions USA, Inc. for hydrofluorosilicic acid for January 1, 2023 through December 31, 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

110922.4

By Alderman _____:

Whereas, the Lockport Police Department (“LPD”) has identified the need for communication improvements that would improve reporting reliability and integrate with their current infrastructure; and

Whereas, the Police Chief has identified a Motorola Solutions, Inc. contract in the net amount of \$346,303 which will fulfill the needs of the department and is within the guidelines of the procurement policy (as it is identified as single source provider in the instance of integration with current Vesta solutions currently deployed); and

Whereas, the Common Council can appropriate General Fund Balance in this amount (bringing the current year appropriation from \$618,994 to \$965,297) and still maintain a fund balance in excess of the minimal amount required per fund balance policy; now therefore be it

Resolved, that the Mayor, subject to Corporation Counsel approval, is hereby authorized to execute an Agreement for said purchase and that the FY 2022 General Fund and Capital Project Fund budgets are amended as follows:

Revenue:

Increase

A.0000.30599	Appropriated Fund Balance	\$346,303
H222.3120.35031.A	Interfund Transfer from General	\$346,303

Expenditures:

Increase

A.9901.59000.H	Interfund Transfer to Capital	\$346,303
H222.3120.52490	Capital Improvements Expense	\$346,303

Seconded by Alderman _____ and adopted. Ayes _____.

110922.4A

By Alderman _____:

WHEREAS, the City of Lockport approved the execution of a Payment In Lieu Of Tax agreement with OYA Ruhlmann A LLC at its regular meeting on October 21, 2020.

WHEREAS, pursuant to an assignment and amended and restated solar ground lease dated as of July 22, 2022 and effective as of March 7, 2020 (as amended, supplemented and/or assigned, as of the date hereof and as the same may be further amended from time to time in accordance therewith, the "Property Lease"), between the Landlord and the Company, a memorandum of which is intended to be filed of record with the Niagara County Clerk's office, the Landlord has leased the Land to the Company; and

WHEREAS, the Property Lease shall remain in effect for the term of the Lease Agreement; and

WHEREAS, said Project is to be used for a Solar Generating Facility; and

WHEREAS, the Project is located within the boundaries of the City of Lockport; and

WHEREAS, the Obligors shall agree to make payments in lieu of Real Estate Taxes ("PILOT Payments") pursuant to the this Agreement with respect to the Project; and

WHEREAS, the PILOT Payments contemplated by this Agreement are in lieu of Real Estate Taxes which may be payable with respect to the Project during the term of this Agreement;

NOW, THEREFORE, in consideration of the matters above recited, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Mayor is hereby directed and authorized to enter into the PILOT agreement with OYA Ruhlmann A LLC previously approved by the Council on October 21, 2020, and subsequently revised and reviewed by Corporation Counsel

- (1) The payments in lieu of taxes ("PILOT") period is to commence on July 1, 2023 (the Commencement Date), and be concurrent with the Project's use as a solar energy system for the community, but shall in no event exceed fifteen (15) years from the Commencement Date.
- (2) Beginning with the first fiscal year following the Commencement Date and continuing through the fifteenth (15) fiscal tax year following, the taxpayer shall make annual payments in lieu of general real estate taxes on the land and solar system (constituting OYA Ruhlmann Solar A LLC) in the amount of \$37,500.00 with a two percent (2%) annual escalation., The total payment is to be apportioned between the City, County and School Districts as per the predetermined schedule as per the agreement, in satisfaction of all property taxes.
- (3) In each fiscal year during the term of this agreement, additional facilities not associated with the solar energy system the Assessor shall appraise in the same manner as similar properties in the general area and value at one hundred (100%) percent.

Seconded by Alderman _____ and adopted. Ayes _____.

110922.4B

By Alderman Beakman:

Whereas, Resolution 041322.17 was unanimously adopted by the Common Council that placed a temporary moratorium on enforcement of the Ordinance §183-23 of the Lockport Municipal Code, which bans overnight parking on city streets between the hours of 2 a.m. and 6 a.m., unless the vehicle owner has received a special parking permit from the City; and

Whereas, the Council has heard all positive feedback regarding the temporary moratorium on said restriction on parking during the months from April to November; and

Whereas, the Traffic Advisory Committee has recommended that the Common Council consider a permanent modification to the ban on overnight parking during the non-winter months; and

Whereas: The Lockport City Common Council must conduct a public hearing prior to implementing the modification to the Code with regard to Ordinance §183-23;

NOW, THEREFORE, BE IT RESOLVED THAT:

A Public Hearing shall be held at the Common Council Meeting of Wednesday, November 16, 2022, starting at 6:30PM in the Common Council Chambers, Lockport Municipal Building, One Locks Plaza, Lockport, NY relative to the modification of the parking ordinance, to permit overnight parking on the City streets from April 15th to November 1st each year.

Seconded by Alderman _____ and adopted. Ayes _____.

110922.5

ADJOURNMENT

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

Seconded by Alderman _____ and adopted. Ayes _____.

SARAH K. LANZO
City Clerk

CITY OF LOCKPORT
COMMON COUNCIL MEETING AGENDA
REGULAR MEETING
November 9, 2022
5:30 P.M.

5:00 P.M.

Committee of the Whole Meeting

5:30 P.M.

Common Council Meeting

ROLL CALL

APPROVAL OF MINUTES

xxxx: Approve Common Council minutes of
110922.1 October 26, 2022

**PUBLIC HEARING
COMMUNICATIONS**

Local Law to amend Videoconferencing Policy

**MOTIONS &
RESOLUTIONS**

xxxx: Approve bills and payrolls
110922.2

xxxx: Award contracts for municipal water
110922.3 treatment chemicals for 2023

xxxx: Police communications upgrades
110922.4

ADJOURNMENT

xxxx: Adjourn meeting to November 16, 2022.
110922.5



Office of the Mayor

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

Michelle M. Roman
MAYOR

October 27, 2022

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Tyler L. Alexander, 101 South Bristol Avenue, Lockport, NY 14094 to Waste Water Treatment Plant Operator Trainee for the City of Lockport Waste Water Treatment Plant effective October 28, 2022.

Witness by hand and the Seal of the City of Lockport this 27th day of October 2022.

Michelle M. Roman
Mayor

MMR/mal

cc: T. Alexander
M. McFall
Civil Service

RECEIVED

OCT 26 2022

OCT. 26th, 2022

CITY CLERK / TREE REMOVAL SERVICES
CITY CLERK OFFICE

As a follow up to my phone request of tree removal on OCT. 17th, 2022 I am now placing such evaluation and concerns in writing.

There is a tree on my property located at 239 NIAGARA ST. WKPT NY. (CORNER OF CASE COURT) A LARGE HOLLOW OPENING CAN BE VIEWED FROM THE EAST SIDE OF SAID TREE RIGHT AT EYE LEVEL, SIBWIKY - BUT SURELY BRANCHES AND LIMBS HAVE BEEN FALLING OVER THE YEARS I HAVE RESIDED HERE. JUST A FEW MONTHS AGO A LARGE LIMB HAD FALLEN ON NEIGHBORS (APOLITO) CAR WITH DAMAGE. IT OCCURED ON CASE COURT AND THE SIDE WALK. THAT BECAME A NEIGHBORLY EFFORT TO REMOVE THE BROKEN / FALLEN LIMB FROM CASE COURT AND DRAG IT TO NIAGARA ST TO GET CHIPPED UP.

THIS VERY SAME TREE IN THE FRONT YARD OF 239 NIAGARA ST, WKPT ADJALENT TO CASE COURT AND THE SIDEWALK REMAINS A CONCERN. I AM AFRAID THAT THIS TREE WILL KALL ONTO MY HOME OR VEHICLE OR EVEN PEOPLE ON THE SIDEWALK. PLEASE EVALUATE ASAP. EVEN MY OTHER NEIGHBOR PAUL WICK SUGGESTED I WRITE THIS LETTER



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 10/27/2022, PAID on date 11/3/2022 is approved at dollars, \$ 502,958.39.

Civil Service Mary Pat Gilbert

2

Pay Day Register

Pay Date Range 10/14/22 - 10/27/22
Pay Batch 2202222

Pay Batch 2202222 Total
Employees in Pay Batch 216
Female Employees in Pay Batch 53

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	240.0000	3,158.00	Gross	502,958.39	Health Ins 298 Class 2 Family	26,975.19
BERV - Bereavement	23.0000	818.12	Imputed Income		Health Ins 298 Class 2 Single	8,086.07
CLAL - Clothing Allowance	.0000	1,950.00	Federal	55,654.74	Health Ins 298 Class 3 Family	83,379.19
CMPE 1.0 - Comp Earned @ 1.0	231.7500	.00	FICA	30,608.07	Health Ins 298 Class 3 Single	8,708.94
CMPU - Comp Time Used	482.5000	14,081.58	Medicare	7,158.44	Health Ins 298 Class 4 Family	2,710.72
COVID - CORONA VIRUS HOUR	235.0000	6,929.75	New York State	23,438.33	Health Ins 298 Class 4 Single	1,217.83
EDAY - Extra Day	184.0000	5,881.88	457 % Deduction	5,160.56	Total	\$131,077.94
FHDE - Floating Holiday Earned	72.0000	.00	457 Flat Dollar Deduction	11,719.94	Workers' Comp	Gross Base
FHDU - Floating Holiday Used	672.0000	21,743.54	AFLAC POSTTAX	161.33	Workers Compensation - General	25,510.93
FMFH - FMLA Floating Holiday	7.0000	211.54	AFLAC PRETAX	317.56	Workers Compensation - Sewer	2,657.00
FMLE - FMLA Extra Day	8.0000	337.12	ALLSTATE POSTTAX	760.74	Workers Compensation - Water	2,558.60
FMLS - FMLA Sick Used	42.0000	1,822.91	ALLSTATE PRETAX	632.70	Workers Compensation 50%	1,218.75
OOT - Out of Title	631.0000	23,481.15	Child Support	375.00	Total	\$31,945.28
OOT OT 1.0 - Out of Title OT at	1.0000	30.77	Child Support - Maine	410.00	Direct Deposits	Amount
OOT OT 1.5 - Out of Title OT at	5.0000	195.19	COLONIAL LIFE POSTTAX	55.40	Alden State Bank	1,308.62
OT 1.0 - Overtime at Straight 1.0	(48.0000)	(1,548.13)	FSA PRETAX	370.61	Bancorp Bank	303.21
OT 1.5 - Overtime @ 1.5	929.7500	40,616.15	Health Ins 298 Class 2 Family	2,139.68	Bank of Akron	2,287.08
PRSU - Personal Used	163.5000	3,888.64	Health Ins 298 Class 2 Single	760.84	Bank of America	5,491.29
REG - Regular	11,643.4000	334,290.17	Health Ins 298 Class 3 Family	1,018.57	BANK OF AMERICA (2)	1,339.55
REG PT - Regular Part Time	253.0000	7,011.91	Health Ins 298 Class 3 Single	603.63	BANK OF AMERICA (4)	1,078.37
RGS - Regular - Salary	70.0000	.00	Health Ins 298 Class 4 Family	142.67	Bank on Buffalo	2,370.25
SAL - Salary	.0000	3,806.51	Health Ins 298 Class 4 Single	135.31	Chase	2,275.42
SAL PT - Salary Part Time	.0000	1,865.37	L&M LIFE	24.68	Chase Bank	1,170.57
SCKU - Sick Used	572.0000	15,612.56	NEW YORK LIFE	301.38	Citizens Bank	10,211.07
STIP - Stipend	.0000	423.08	Pearl Insurance through CSEA	203.51	Cornerstone Comm FCU	118,749.38
VACU - Vacation Used	550.5000	16,350.58	RET ERS LOANS	1,860.00	Evans Bank	4,215.01
Total	16,968.4000	\$502,958.39	Retire ERS Tier 6 <= \$100,000	233.61	Financial Trust FCU	1,677.48
			Retire ERS Tier 6 <= \$45,000	1,849.21	Five Star Bank	571.55
			Retire ERS Tier 6 <= \$45,000 OT	166.89	HSBC	1,117.04
			Retire ERS Tier 6 <= \$55,000	583.02	Key Bank	24,855.26
			Retire ERS Tier 6 <= \$55,000 OT	19.66	KEY BANK (2)	1,665.62
			Retire ERS Tier 6 <= \$75,000	808.80	Key Bank (Formerly FNB)	14,435.19
			Retire PFRS <= \$55,000	1,342.81	Lockport School's FCU	1,616.47
			Retire PFRS Tier 6 <= \$100,000	1,114.27	M&T (MD, VA, WV, and DC)	284.07
			Retire PFRS Tier 6 <= \$75,000	1,371.42	M&T Bank	52,136.45
			Retire PFRS Tier 6 <=	53.25	Navy FCU	4,820.90
			Retire PFRS Tier 6 <= \$45,000	803.09	Niagara Regional FCU	1,605.32
			Retire PFRS Tier 6 <= \$55,000	81.67		
			Retire PFRS Tier 6 > \$100,000	206.32		

10/21/2022

Sarah K. Lanzo, City Clerk – notification of bids received on October 21, 2022 for Chemicals for Municipal Water Treatment Facility are as follows:

Chlorine:

★ JCI Jones Chemicals, Inc.	Caledonia, NY	\$3,503 per ton ✓
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Polyaluminum chloride:

★ Usalco	Baltimore, MD	\$2.3265 per gal. ✓
Kemira Water Solutions	Lawrence, KS	\$2.51 per gal. ✓
Holland Company, Inc.	Adams, MA	\$3.25 per gal. ✓
Applied Specialties, Inc.	Avon Lake, OH	\$5.126 per gal. ✓

Hydrofluorosilicic Acid:

★ Univar Solutions USA, Inc.	Morrisville, PA	\$3.17 per gal. ✓
Brenntag	Reading, PA	\$4.85/per gal ✓

Slack Chemical Co., Inc.	Carthage, NY	No Bids Included
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NIAGARA GAZETTE
LOCKPORT UNION-SUN & JOURNAL
473 THIRD STREET
NIAGARA FALLS NY 14301
(716)282-2311ext

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEANN BELFIELD

Printed at 09/21/22 14:36 by lbelf

Acct #: 80257

Ad #: 306278

Status: New WHOLD WHOI

City of Lockport

Request for Bids

For

Chemicals for Municipal Water Treatment Facility

The City of Lockport, New York (the "City") is issuing this Request for Bids from qualified vendors that are interested in providing chemicals for the City's Water Treatment Plant on Summit Street in Lockport. Copies of the bid specifications can be obtained from City Clerk Paul K. Oates at: poates@lockportny.gov

Bid prices are to be firm for the time period January 1, 2023 through December 31, 2023. The successful firm will be determined solely from the bid received, and the City reserves the right to accept bids by items, or as a whole, or to reject any or all bids.

Mail or deliver bids to City Clerk Paul K. Oates at the City Clerk's office at the Lockport Municipal Building, One Locks Plaza, Lockport, New York 14094 on or before October 21, 2022 at 11:00 a.m. Bids must be submitted in a sealed envelope and clearly marked, "Chemicals for Municipal Water Treatment Facility." Facsimiles or electronic bids will not be accepted. All questions should be directed to City Clerk Paul K. Oates at 716-439-6776 or: poates@lockportny.gov.

L#306278

9/23/2022

City of Lockport

Request for Bids

For

Chemicals for Municipal Water Treatment Facility

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Mail or deliver bids to **City Clerk Paul K. Oates** at the City Clerk's office at the Lockport Municipal Building, One Locks Plaza, Lockport, New York 14094 on or before **October 21, 2022 at 11:00 a.m.** Bids must be submitted in a sealed envelope and clearly marked, "**Chemicals for Municipal Water Treatment Facility.**" Facsimiles or electronic bids will not be accepted. All questions should be directed to City Clerk Paul K. Oates at 716-439-6776 or: poates@lockportny.gov.

Paul Oates

From: Barthel, Shauna <sbarthel@PVSCchemicals.com>
Sent: Wednesday, September 28, 2022 4:18 PM
To: poates@lockportny.gov
Cc: Griffith, Conor; Bids
Subject: [EXTERNAL] Request for The Bid Package for Chemicals for Municipal Water Treatment - Due 10/21/2022 - City of Lockport, NY

Good afternoon Paul,

Could you please send the bid package for Chemicals for Municipal Water Treatment - Due 10/21/2022 to

bids@pvschemicals.com.

If possible could you please include the most recent bid tabulation.

Thank you,



Shauna Barthel
Senior Bid Administrator, PVS Chemicals, Inc.



Direct Dial : +1 (313) 921-1200 Ext. 4140 **Email :** sbarthel@pvschemicals.com / bids@pvschemicals.com

Address: 10900 Harper Avenue, Detroit, MI 48213, USA | **WEB:** www.pvschemicals.com

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Wednesday, September 28, 2022 4:25 PM
To: 'Bids'
Cc: 'Dennis McNamara'
Subject: City of Lockport chemical bids
Attachments: Chemical Bid Specs for Calendar Year 2023.pdf; 2021 chemical bid results.pdf

Good afternoon,

As requested, attached please find the City of Lockport bid specs for 2023, and the chemical bid results from last year.

Thank you.

Paul K. Oates
City Clerk

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Tuesday, September 27, 2022 8:12 AM
To: 'Elizabeth Kendall-Jones'
Cc: 'Dennis McNamara'
Subject: RE: [EXTERNAL] City of Lockport, NY - Request for Water Treatment Chemical Bid
Attachments: Chemical Bid Specs for Calendar Year 2023.pdf

Hi Betty,

Attached are the bid specs you requested.

Thank you.

Paul K. Oates
City Clerk

From: Elizabeth Kendall-Jones <Betty.Kendall-Jones@duboischchemicals.com>
Sent: Monday, September 26, 2022 5:22 PM
To: poates@lockportny.gov
Cc: Bids <Bids@duboischchemicals.com>
Subject: [EXTERNAL] City of Lockport, NY - Request for Water Treatment Chemical Bid

Hello,

I have been notified the above chemical bid has been issued. I am hoping you can send me a copy to review to determine if there are any chemicals listed we currently supply. If you are not the correct person would you please forward my request to the appropriate person?

Thank you,

Betty Kendall-Jones
Municipal Bid Specialist
DuBois Chemicals, Inc

PH: 385-549-0086
Email: Betty.Kendall-Jones@duboischchemicals.com
Bids@duboischchemicals.com
Visit Our Website: www.duboischchemicals.com



Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Monday, September 26, 2022 4:36 PM
To: 'Wilson Stacie'
Cc: 'Dennis McNamara'
Subject: RE: [EXTERNAL] Chemical Bid
Attachments: Chemical Bid Specs for Calendar Year 2023.pdf

Hi Stacie,

Attached please find the bid specs. As you'll see, Powered Activated Carbon is not one of the chemicals included in the bid.

Thank you.

Paul K. Oates
City Clerk

From: Wilson Stacie <Stacie.Wilson@donau-carbon.com>
Sent: Monday, September 26, 2022 4:13 PM
To: poates@lockportny.gov
Subject: [EXTERNAL] Chemical Bid

Paul,

I am inquiring about the bid for Chemicals for Municipal Water Treatment Facility.

Could you tell me if the bid includes Powdered Activated Carbon? If so, how can I get a copy of the bid documents?

If not, does your facility use powdered activated carbon and when might that be put out for bidding?

Appreciate any advice you can offer.

Stacie Wilson
Customer Service Representative
Donau Carbon US
551 N US Hwy 41
Dunnellon FL 34432
P: 352-465-5959
F: 352-465-0679
E: Stacie.Wilson@donau-carbon.com
www.donau-carbon-us.com

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Monday, September 26, 2022 10:41 AM
To: 'Modlin, Elizabeth'
Cc: 'Dennis McNamara'
Subject: RE: [EXTERNAL] Chemicals for Municipal Water Treatment Facility
Attachments: Chemical Bid Specs for Calendar Year 2023.pdf

Good morning Elizabeth,

The bid specs you requested are attached.

Thank you.

Paul K. Oates
City Clerk

From: Modlin, Elizabeth <Elizabeth.Modlin@carusllc.com>
Sent: Monday, September 26, 2022 10:39 AM
To: poates@lockportny.gov
Subject: [EXTERNAL] Chemicals for Municipal Water Treatment Facility

Good morning.

I saw the advertisement for the chemical bid online. Can you please email me a copy of the bid packet?

Thank you!



Elizabeth Modlin
Inside Sales Bid Analyst
815-224-6503
elizabeth.modlin@carusllc.com
carusllc.com

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Monday, September 26, 2022 10:37 AM
To: 'Brittany Jarvis'
Cc: 'KWSNA Bids'; 'Dennis McNamara'
Subject: RE: [EXTERNAL] Bids For Chemicals for Municipal Water Treatment Facility
Attachments: Chemical Bid Specs for Calendar Year 2023.pdf

Hi Brittany,

The bid specs you requested are attached.

Thank you.

Paul K. Oates
City Clerk

From: Brittany Jarvis <brittany.jarvis@kemira.com>
Sent: Monday, September 26, 2022 10:29 AM
To: poates@lockportny.gov
Cc: KWSNA Bids <KWSNA.Bids@kemira.com>
Subject: [EXTERNAL] Bids For Chemicals for Municipal Water Treatment Facility

Good morning,

May I please get a copy of the bid specifications for Bids for Chemicals for Municipal Water Treatment Facility, due 10-21-22?

Thank you,

Brittany Jarvis

Commercial Support Coordinator
Industry & Water; NA

Kemira Water Solutions, Inc.

tel. 785-842-7424
mobile 785-813-2096
brittany.jarvis@kemira.com

4321 W. 6th Street
Lawrence, KS 66049
www.kemira.com
facebook / twitter / linkedin

kemira

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Monday, September 26, 2022 8:38 AM
To: 'Kirsten J. O'Donnell/Northeast/Brenntag'
Cc: 'Dennis McNamara'
Subject: RE: [EXTERNAL] City of Lockport NY Chemicals
Attachments: Chemical Bid Specs for Calendar Year 2023.pdf; 2021 chemical bid results.pdf

Hi Kirsten,

Attached please find the bid documents for 2022 and the results from the 2021 bids.

Thank you.

Paul K. Oates
City Clerk

From: Kirsten J. O'Donnell/Northeast/Brenntag <KODonnell@brenntag.com>
Sent: Monday, September 26, 2022 7:41 AM
To: poates@lockportny.gov
Cc: Kirsten J. O'Donnell/Northeast/Brenntag <KODonnell@brenntag.com>
Subject: [EXTERNAL] City of Lockport NY Chemicals

Good morning!

Can you please send me the bid documents for the above referenced bid that is currently out and due on 10/21 ALONG with the bid results from the previous chemical bid?

Thank you!

Kirsten O'Donnell
Municipal Bid Coordinator

BRENNTAG 

Brenntag Northeast, LLC

81 W. Huller Lane
Reading, PA 19605-9728
Cell: (484) 818-1687
Email: kodonnell@brenntag.com
<https://www.brenntag.com>

ConnectingChemistry

AWT Annual Convention & Exposition
September 21–24, 2022 | Vancouver, Canada
Join Brenntag, a proud sponsor, at booth #524

AWT VANCOUVER

Paul Oates

From: Paul Oates <poates@lockportny.gov>
Sent: Monday, September 26, 2022 1:26 PM
To: 'Deltek Public Records'
Cc: 'Dennis McNamara'
Subject: RE: [EXTERNAL] Document Request: Chemicals for Municipal Water Treatment Facility [PRR-80599]
Attachments: Chemical Bid Specs for Calendar Year 2023.pdf

Good afternoon,

Please see the attached.

Thank you.

Paul K. Oates
City Clerk

From: Deltek Public Records <PublicRecords@deltek.com>
Sent: Monday, September 26, 2022 12:07 PM
To: poates@lockportny.gov
Subject: [EXTERNAL] Document Request: Chemicals for Municipal Water Treatment Facility [PRR-80599]

Hello,

On behalf of Deltek, I would like to request an electronic copy of the specifications or any other documents associated with this project:

Project Title: Chemicals for Municipal Water Treatment Facility
Bid Number: Unknown
Posting Date: 9/23/2022

If a fee is required, please inform me beforehand.

Thank you,
Patricia Manarin

Public Records Requests
Deltek, Inc.
2291 Wood Oak Drive, Herndon VA 20171

Deltek Ref# BID:121736008

apolichette@lockportny.gov

From: Tim Russo <trusso@lockportny.gov>
Sent: Thursday, October 20, 2022 2:57 PM
To: cityclerk@lockportny.gov; apolichette@lockportny.gov
Cc: 'Michelle Roman'; 'Sue Mawhiney'; 'Laura Benedict'
Subject: RE: Resolutions for the 26th
Attachments: Fire Engine Resolution.docx; Fire - Engine Quote.pdf; Police - Motorola Quote.pdf; Police Communications.docx; DRAFT Bond Ordinance.doc

Hello,

Please find attached the following written resolutions –

- 1) Fire chassis (engine) and the accompanying quote.
- 2) Police communications purchase (if the Mayor does in fact want to proceed with this, Sue is in favor) along with its quote.

It looks like I won't have the fully written versions of the ladder truck resolutions until Monday/Tuesday of next week at the latest due to the timing we receive the quote. I am including a DRAFT version of the bond ordinance in this email so you are not caught off guard early next week with how it is set-up.

Thank you,



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

From: Tim Russo <trusso@lockportny.gov>
Sent: Thursday, October 20, 2022 11:24 AM
To: 'cityclerk@lockportny.gov' <cityclerk@lockportny.gov>; 'apolichette@lockportny.gov' <apolichette@lockportny.gov>
Cc: 'Michelle Roman' <romanforlockport@gmail.com>; 'Sue Mawhiney' <smawhiney@lockportny.gov>
Subject: Resolutions for the 26th

Hello,

In addition to the language for the public hearings on (1) the 2023 budget, (2) water rate increases, and (3) sewer rate increases, I will have the below resolutions:

- 1) Authorize and fund fire department chassis
- 2) Authorize ladder truck project
- 3) Bond ordinance for ladder truck

I can also have a resolution prepared for the police department communications improvement. **Mayor and Sue**, would you want to include this on the 26th meeting since it was already discussed, or should we hold off until November?

4



Motorola Solutions, Inc.
123 Tice Boulevard, Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

October 13, 2022

Chief Steve Abbott
Lockport Police Department
One Locks Plaza
Lockport NY 14094

RE: Motorola Product Integrations

Dear Chief Abbott

As you know, Motorola Solutions, Inc. (Motorola Solutions) is the premier provider of public safety solutions in the world. We appreciate the opportunity to share our breadth of experience and our extensive software solution portfolio with you. Our goal of saving your public safety personnel time and effort through the integration of our products is unique in the marketplace, especially when that integration is between emergency call handling solutions and our computer aided dispatch (CAD) and records management (RMS) solutions.

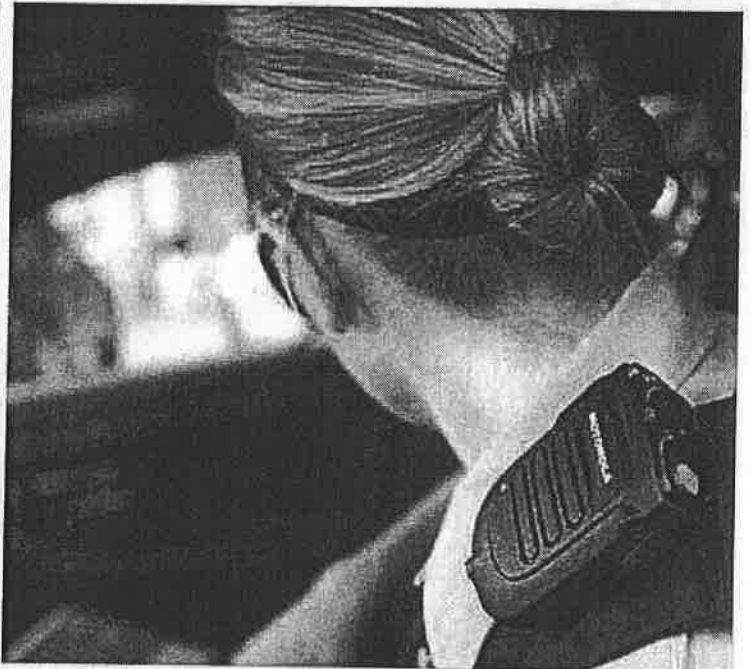
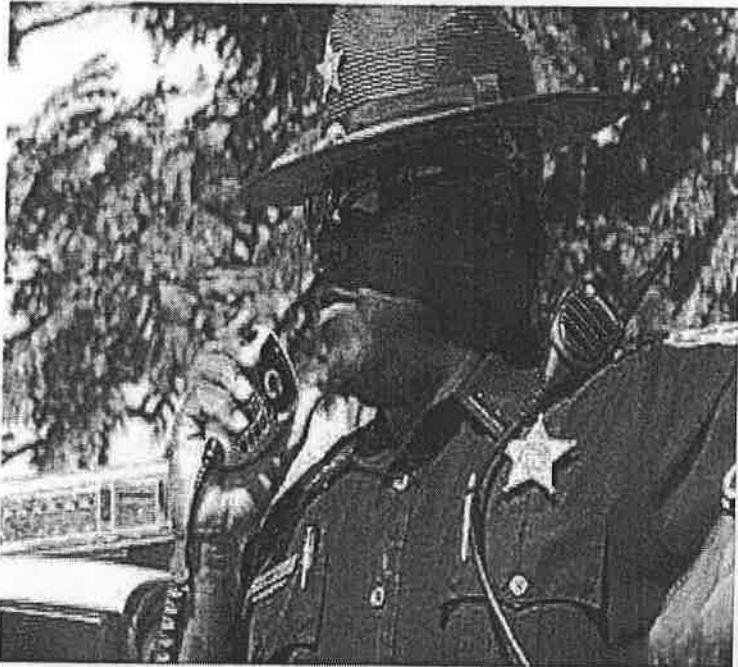
Specifically, our Flex CAD and RMS solution, which is targeted to medium to small public safety agencies, and our PremierOne CAD and RMS solution, which is targeted to large to very large agencies, are the only products that have a tight integration with our Vesta emergency call handling solution that you deployed last year. To achieve the efficiencies you need, Flex is the only solution available to provide the seamless ability to exchange data between systems and even control the handling of a 9-1-1 call from within the CAD solution.

If you have any questions about our integrations or the exclusivity within our product portfolio, please do not hesitate to reach out to me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph Grube', with a long horizontal flourish extending to the right.

Joseph Grube
Area Sales Manager | Command Center Software
MOTOROLA SOLUTIONS, INC.



LOCKPORT POLICE DEPT

10/03/2022



10/03/2022

LOCKPORT POLICE DEPT
ONE LOCKS PLZ
LOCKPORT, NY 14094

Lt. Kaufman,

Motorola Solutions is pleased to present the Lockport Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs. This information is provided to assist you in your evaluation process. Our goal is to provide the Lockport Police Department with the best products and services available in the communications industry. Please direct any questions to Brendon Longley at Brendon.Longley@motorolasolutions.com. We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Brendon

Billing Address:
 LOCKPORT POLICE DEPT
 ONE LOCKS PLZ
 LOCKPORT, NY 14094
 US

Quote Date:10/03/2022
 Expiration Date:03/31/2023
 Quote Created By:
 Brendon Longley
 Brendon.Longley@
 motorolasolutions.com

End Customer:
 LOCKPORT POLICE DEPT

Line #	Item Number	Description	Qty	Term	Ext. Sale Price
	Flex				
1	SSV00S00063A-SP	LAW RECORDS SOFTWARE*	1		\$8,236.80
2	DS00000001A-SP	ETHERLITE HARDWARE	1		\$340.00
3	SSV00S00356A-SP	MOBILE VOICELESS CAD SOFTWARE*	1		\$3,111.68
4	SSV00S00195A-SP	EVIDENCE MANAGEMENT SOFTWARE*	1		\$2,448.16
5	SSV00S02487A-SP	FLEX ARCGIS DESKTOP STANDARD LICENSE*	1		\$6,800.00
6	SSV00S00011A-SP	STATELINK SOFTWARE*	1		\$5,765.76
7	DS000000031A-SP	SERVER - WINDOWS HARDWARE*	1		\$99,000.00
8	SSV00S00070A-SP	IBR SOFTWARE*	1		\$5,765.76
9	SSV00S00333A-SP	MOBILE ARREST FORM SOFTWARE*	1		\$3,111.68
10	SSV00S00002A-SP	CAD SOFTWARE*	1		\$7,321.60
11	ISV00S01856A	FLEX RECORDS DELIVERY SERVICES	1		\$87,712.09
12	SSV00S00010A-SP	MOBILE STATE & NATIONAL QUERIES SOFTWARE*	1		\$3,111.68
13	SSV00S00058A-SP	COMPSTAT MANAGEMENT DASHBOARD THIRD PARTY SOFTWARE*	1		\$35,200.00

X

X

X



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	Term	Ext. Sale Price
14	SSV00S00526A-SP	TRACS CITATIONS INTERFACE SOFTWARE*	1		\$2,225.60
15	SSV00S00180A-SP	DRIVER LICENSE SCANNING SOFTWARE*	1		\$1,221.79
16	SSV00S00005A-SP	CAD MAPPING SOFTWARE*	1		\$4,118.40
17	SSV00S00282A-SP	INSIGHT SOFTWARE*	1		\$2,448.16
18	SSV00S00336A-SP	MOBILE FIELD REPORT WITH FIELD INTERVIEW SOFTWARE*	1		\$4,118.40
19	SSV00S00434A-SP	PERSONNEL MANAGEMENT SOFTWARE*	1		\$2,448.16
20	SSV00S00523A-SP	TRACS ACCIDENTS INTERFACE SOFTWARE*	1		\$2,225.60
21	SSV00S00060A-SP	ESRI ARCGIS SERVER STANDARD OEM*	1		\$2,864.00
22	SSV00S00192A-SP	EVIDENCE BARCODE AND AUDITING SOFTWARE*	1		\$1,221.79
23	SSV00S00264A-SP	IMAGING SOFTWARE*	1		\$4,118.40
24	SSV00S00476A-SP	RAPID NOTIFICATION 2.0 SOFTWARE*	1		\$3,111.68
25	SSV00S00065A-SP	MOBILE RECORDS SOFTWARE*	1		\$3,111.68
26	SSV00S00389A-SP	NEW YORK INCIDENT FORM SOFTWARE*	1		\$800.00
27	SSV00S00056A-SP	HUB SOFTWARE*	1		\$10,067.20
28	SSV00S00064A-SP	MOBILE AVL AND MAPPING SOFTWARE*	1		\$3,111.68
29	SSV00S00529A-SP	TRAFFIC INFORMATION SOFTWARE*	1		\$2,448.16
30	SSV00S00183A-SP	E9-1-1 INTERFACE SOFTWARE*	1		\$1,221.79
31	ISV00S01851A	FLEX CAD DELIVERY SERVICES	1		\$31,165.34
32	SSV00S00503A-SP	FLEX TOUCH SOFTWARE*	1		\$4,118.40
33	SSV00S00042A-SP	ACTIVE DIRECTORY INTEGRATION SOFTWARE*	1		\$0.00
34	SSV00S00440A-SP	PIN MAPPING SOFTWARE*	1		\$2,448.16



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Line #	Item Number	Description	Qty	Term	Ext. Sale Price
35	SSV00S00386A-SP	DOMESTIC INCIDENT REPORT SOFTWARE*	1		\$4,118.40
36	DS000000004A-SP	DATALOGIC GRYPHON BARCODE SCANNER HARDWARE	1		\$221.22
37	SSV00S00479A-SP	RESPONSE PLANS SOFTWARE*	1		\$4,118.40 X
38	SSV00S00033A-SP	LAW RECORDS MAINTENANCE - STANDARD*	1	5 YEAR	\$4,942.08
39	SSV00S00190A-SP	EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD*	1	5 YEAR	\$733.07
40	SSV00S00038A-SP	MOBILE RECORDS MAINTENANCE - STANDARD*	1	5 YEAR	\$1,867.01
41	SSV00S00178A-SP	DRIVER LICENSE SCANNING MAINTENANCE - STANDARD*	1	5 YEAR	\$733.07
42	SSV00S00262A-SP	IMAGING MAINTENANCE - STANDARD*	1	5 YEAR	\$2,471.04
43	SSV00S00474A-SP	RAPID NOTIFICATION 2.0 MAINTENANCE - STANDARD*	1	5 YEAR	\$1,867.01
44	SSV00S00521A-SP	TRACS ACCIDENTS INTERFACE MAINTENANCE - STANDARD*	1	5 YEAR	\$1,335.36
45	SSV00S00050A-SP	IBR MAINTENANCE - STANDARD*	1	5 YEAR	\$3,459.46
46	SSV00S00026A-SP	ESRI ARCGIS SERVER STANDARD MAINTENANCE*	1	5 YEAR	\$2,160.00
47	SSV00S01449A	USERS CONFERENCE PRE-PAID TRAVEL PACKAGE*	1	5 YEAR	\$11,600.00 X
48	SSV00S00181A-SP	E9-1-1 INTERFACE MAINTENANCE - STANDARD*	1	5 YEAR	\$977.43
49	SSV00S00036A-SP	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD*	1	5 YEAR	\$1,867.01
50	SSV00S00354A-SP	MOBILE VOICELESS CAD MAINTENANCE - STANDARD*	1	5 YEAR	\$1,867.01
51	SSV00S00438A-SP	PIN MAPPING MAINTENANCE - STANDARD*	1	5 YEAR	\$1,468.90
52	SSV00S00527A-SP	TRAFFIC INFORMATION MAINTENANCE - STANDARD*	1	5 YEAR	\$1,468.90



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	Term	Ext. Sale Price
53	SSV00S00023A-SP	COMPSTAT MANAGEMENT DASHBOARD THIRD PARTY MAINTENANCE - STANDARD*	1	5 YEAR	\$5,632.00
54	SSV00S00384A-SP	DOMESTIC INCIDENT REPORT MAINTENANCE - STANDARD*	1	5 YEAR	\$2,471.04
55	SSV00S00052A-SP	STATELINK MAINTENANCE - STANDARD*	1	5 YEAR	\$3,459.46
56	SSV00S00477A-SP	RESPONSE PLANS MAINTENANCE - STANDARD*	1	5 YEAR	\$2,471.04
57	SSV00S00193A-SP	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD*	1	5 YEAR	\$1,468.90
58	SSV00S00028A-SP	FLEX TOUCH MAINTENANCE - STANDARD*	1	5 YEAR	\$2,471.04
59	SSV00S00331A-SP	MOBILE ARREST FORM MAINTENANCE - STANDARD*	1	5 YEAR	\$1,867.01
60	SSV00S00015A-SP	HUB MAINTENANCE (ENHANCED) - STANDARD*	1	5 YEAR	\$6,040.32
61	SSV00S00387A-SP	NEW YORK INCIDENT FORM MAINTENANCE - STANDARD*	1	5 YEAR	\$48,000.00
62	SSV00S00280A-SP	INSIGHT MAINTENANCE - STANDARD*	1	5 YEAR	\$1,468.90
63	SSV00S00524A-SP	TRACS CITATIONS INTERFACE MAINTENANCE - STANDARD*	1	5 YEAR	\$1,335.36
64	SSV00S00352A-SP	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD*	1	5 YEAR	\$1,867.01
65	SSV00S00072A-SP	CAD MAPPING MAINTENANCE - STANDARD*	1	5 YEAR	\$2,471.04
66	SSV00S00432A-SP	PERSONNEL MANAGEMENT MAINTENANCE - STANDARD*	1	5 YEAR	\$1,468.90
67	SSV00S00012A-SP	CAD MAINTENANCE (ENHANCED) - STANDARD*	1	5 YEAR	\$4,392.96
68	SSV00S00334A-SP	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD*	1	5 YEAR	\$2,471.04



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60681 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Ext. Sale Price
69	SSV00S00029A-SP	ACTIVE DIRECTORY INTEGRATION MAINTENANCE - STANDARD*	1	5 YEAR	\$0.00

Grand Total **\$493,170.99(USD)**

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$390,632.29	\$0.00
Year 2 Subscription Fee	\$25,634.67	\$0.00
Year 3 Subscription Fee	\$25,634.67	\$0.00
Year 4 Subscription Fee	\$25,634.67	\$0.00
Year 5 Subscription Fee	\$25,634.67	\$0.00
Grand Total System Price	\$493,170.99	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.

Term 6 Flex Maintenance Total: \$24,247.26

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

By: _____

Customer

By: _____



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MOTOROLA SOLUTIONS

DRAFT

QUOTE-1890274

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Flex Statement of Work

INTRODUCTION

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") and the "Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct system access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors' SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

Award, administration and project initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the Customer Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Customer Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

Project Management Terms

The following project management terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the Customer.

Project Management Plan is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan that provide the criteria for managing those tasks within the project.

Completion Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of completion or receipt of a deliverable.



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The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this SOW.

Project Roles and Responsibilities Overview

Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary. In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference or other remote method in fulfilling its commitments as outlined in this SOW. Motorola project team resources will be On-site at the Customer location as noted in this SOW. The personnel role descriptions noted below provide an overview of typical project team members. One or many resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager. Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Motorola Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

1. Manage the Motorola responsibilities related to the delivery of the project.
2. Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
3. Manage the Change Order process per the Agreement.
4. Maintain project communications with the Customer.
5. Identify and manage project risks.
6. Collaborative coordination of Customer resources to minimize and avoid project delays.
7. Measure, evaluate, and report the project status against the Project Schedule.
8. Conduct remote status meetings on mutually agreed dates to discuss project status.
9. Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
10. Provide timely responses to issues related to project progress.

Application Specialist / Information Analyst

The Motorola resource will work with the Customer project team with system provisioning. The Application Specialist's responsibilities will include:

1. Provide provisioning education and guidance to the Customer to set up, operate, and maintain the system.
2. Provide product education as defined by this SOW and described in the Education Plan.

Solution Specialist

The Solution Specialist is responsible for influencing and driving optimal outcomes of the software solution. Specific responsibilities include the following:

1. Consulting with Customers on objectives and guiding best practice adoption.
2. Driving early engagement of key project stakeholders to understand end to end workflows affecting outcomes.

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3. Providing educational expertise that addresses Customer's unique needs, objectives, and requirements.

Reporting Specialist

The Motorola Reporting Specialist specializes in data analysis, report generation, and reporting outcomes. The Reporting Specialist's responsibilities include the following:

1. Provide guidance on reporting requirements and decisions for Customer specific reports and/or dashboards.
2. Provide reporting education and guidance to the Customer to set up, operate, and maintain the reporting system.
3. Provide product education as defined by this SOW and described in the Education Plan.

GIS Specialist

The Motorola GIS Specialist specializes in geographical information technology. Responsibilities of the Motorola GIS Specialist include the following:

1. Perform the GIS analysis on the Customer-supplied GIS source data.
2. Provide the results of the GIS analysis based on the requirements of the Motorola GIS Data Requirements document to include:
 1. Geocoding Data.
 2. Centerlines to support Routing.
 3. Response Area Polygons.
3. Offer consultation services for the conversion of Customer GIS source data for Motorola use.
4. Provide instruction on the use of GIS as it pertains to the Motorola system.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include:

1. Confirmation that the delivered technical elements meet contracted requirements.
2. The delivery of interfaces and integrations between Motorola products.
3. Remain engaged throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include:

1. Assist the Customer with maximizing the use of their Motorola software and service investment.
2. Actively manage, escalate, and log issues with Support, Product Management, and Sales.
3. Provide ongoing customer communication about progress, timelines, and next steps.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of the Customer's System(s) as defined in Customer Support Plan ("CSP").

Customer Core Team, Project Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this SOW. During the Project Planning phase the customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.





roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include:

1. Communicate and coordinate with other project participants.
2. Manage the Customer project team including timely facilitation of efforts, tasks, and activities.
3. Maintain project communications with the Motorola Project Manager.
4. Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
5. Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
6. Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
7. Measure and evaluate progress against the Project Schedule.
8. Monitor the project to ensure resources are available as scheduled.
9. Attend status meetings.
10. Provide timely responses to issues related to project progress.
11. Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
12. Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
13. Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
14. Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.
15. Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates as well as approve and release payments in a timely manner.
16. Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.
17. Ensure remote network connectivity and access to Motorola resources.
18. As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
19. Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
20. Ensure a safe work environment for Motorola personnel.
21. Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the CSP.

Application Administrator(s)



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The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review ("BPR") stage of the project. They will attend Provisioning and Train the Trainer Training and remain engaged throughout the project to ensure they are able to maintain the provisioning post Customer Provisioning handoff. For solutions that consist of multiple Motorola products (e.g. CAD and Records), the Customer may elect to have multiple Application Administrators. The Application Administrator's responsibilities include:

1. Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
2. Participate with the SMEs during the BPR, provisioning process, and training.
3. Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
4. Obtain inputs from other user agency stakeholders related to business processes and provisioning.

GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. The GIS Administrator must have a working knowledge of Esri software including ArcDesktop and ArcPro. Administrator proficiency with model builder, toolbox tools, Network Analyst, and general database structures is key to the GIS Administrators ability to manage the GIS needs of the Motorola system. Duties for this resource include: providing data in the correct schema; developing, maintaining and updating GIS data; support the GIS elements used in Motorola software; keep in regular communication with the other administrative resources.

Subject Matter Experts

The Subject Matter Experts ("SME" or "Super Users") are the core group of users involved with the BPR and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent, i.e. dispatch, patrol, etc., and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Customer's educational monitors.

Additional Resources

Additional resources, such as trainers and database administrators may also be required.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Customer Responsibilities

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In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for:

1. All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
2. Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project. For those third-party systems, the Customer is responsible for providing Application Programming Interface ("API") documentation that details the integration process for the level of interface integration defined by Motorola.
3. Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
4. Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
5. The provisioning of Customer code tables and GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
6. Electronic versions of any documentation associated with the business processes identified.
7. Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
8. Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

Project Planning and Initiation

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and project schedule, and set the foundation for a successful implementation. Examples of information gathered include the BPR Agency Pre-Kickoff Survey (a Google survey that is sent to the Customer to collect agency-specific information, such as dispatch logistics, communication center information, operational process, and workflow). These documents are collated into a single Team Project Sync ("TPS") packet that will be delivered by the Motorola Project Manager prior to the start of the Project Planning Session.

Project Planning Session - Teleconference/Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer Project Manager's to meet prior to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

1. A. A high level review of the following project elements:
 - B. The Agreement documents.
 - C. A summary of the contracted applications, query(ies) and interface(s), and bill of materials.
 - D. Project delivery requirements as described in this SOW.
 - E. Which tasks will be conducted by on-site Motorola resources as well as the activities when the Motorola Project Manager will be on-site.
 - F. Customer involvement in provisioning to confirm understanding of the scope and required time commitments.
 - G. The high level Project Schedule milestones and dates.
 - H. The Project Management Plan structure.
2. Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.



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3. Review CommandCentral Admin and Learning eXperience Portal ("LXP") roles in the Project Plan and provide Customer User Name and Access Information.
4. Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
5. Discuss Customer obligation to manage change among the stakeholder and user communities.
6. Review the TPS packet. The information in this packet is used to prepare for the Project Kickoff Meeting and BPR.
7. Review Software System completion criteria and the process for transitioning to support.

Note - Completing the TPS is a critical Project Task. Delayed, incomplete, or inaccurate information or lack of participation will have a significant impact on the Project Schedule.

Motorola Responsibilities

1. Schedule the remote Project Planning Session.
2. Request the assignment and attendance of Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
3. Provide the initial Project Schedule and Project Management Plan.
4. Confirm Customer receipt of the TPS packet and GIS Build Requirements Document.
5. Conduct a review of the Project Management Plan.
6. Baseline the Project Schedule.
7. Review Motorola's delivery approach and its reliance on Customer-provided remote access.
8. Document the mutually agreed upon Project Kickoff Meeting Agenda.
9. Request user information required to establish Customer in the Motorola LXP.
10. Establish the Customer within the CommandCentral cloud platform enabling CommandCentral as outlined in the Solution Description.
11. Provide the Customer with a web link (URL) to the CommandCentral Admin application on Google Play Store or Apple App Store.

Customer Responsibilities

1. Confirm with Motorola, Customer GIS Administrator reviews the GIS Build Requirements Document.
2. Provide existing GIS source data to Motorola by the start of Project Kickoff and Discovery.
3. Identify Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
4. Provide Core Team with TPS; return the completed TPS to Motorola no later than ten business days before start of Project Kickoff Meeting.
5. Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
6. Provide approval to proceed with the Project Kickoff meeting.
7. Provide LXP and CommandCentral user information: first name, last name, unique email address, and role.
8. Verify Customer Administrator(s) have access to the LXP and CommandCentral Admin Console.
9. Review and complete the BPR Agency Pre-Kickoff Survey within ten business days of the Project Planning Session to avoid impact on the Project Schedule.

Motorola Deliverables

1. Project Kickoff Meeting Agenda.
2. Project Management Plan.
3. TPS packet.

Kickoff and Discovery

Project Kickoff Event



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



The purpose of the remote Project Kickoff Event is to introduce project participants and review the scope of the project. Depending upon the modules purchased, the project kickoff event may vary in duration between one to four hours or one to two days and may be combined with other activities such as the BPR. The Project Kickoff event consists of various branching activities such as the GIS Discovery session. Branching activities commence following the general kickoff meeting. Availability of Customer resources to participate in each branching activity is critical to the project success. Following the conclusion of the Project Kickoff event, the party responsible for procuring the system hardware will place the hardware order.

Motorola Responsibilities

1. Schedule and facilitate the Project Kickoff event to clarify roles, responsibilities, establish team working relationships, and initiate project tasks.
2. Present a high level overview of project scope.
3. Confirm Customer access to the LXP.
4. Review third-party partner solutions and involvement in the project, as applicable.
5. Summarize and review the contracted system components.
6. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation Project Schedule. The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
7. Provide and review the Training Plan, training delivery schedule and training requirements.
8. Provide and explain sample data entry standards in preparation of Customer provisioning activities.
9. Review the system hardware requirements and bill of materials if Motorola is providing the system hardware.
10. Review network infrastructure requirements (e.g. firewalls, remote access).
11. Plan installation activities with the Customer.
12. Discuss the Product Validation demonstration process for the contracted products.
13. Review the timing, setup and configuration requirements to enable queries and query returns (e.g. Statelink).

Customer Responsibilities

1. Provide a meeting space equipped with remote conferencing capability enabling remote Motorola project team members to participate.
2. Identify and ensure participation of key team members in kickoff and project initiation activities.
3. Confirm access to the LXP.
4. Provide input to the Project Schedule and training dates.
5. Participate in reviewing the Training Plan.
6. Participate in reviewing the system hardware requirements and place hardware order if Customer is providing the system hardware.
7. Initiate activities to enable queries and query returns.

Motorola Deliverables

1. Project Kickoff Meeting Minutes.

Note - The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

GIS Discovery Session – Teleconference/Web Meeting

A GIS discovery teleconference session will be scheduled to review the GIS Data Requirements document and complete an overview of the GIS components of the project. The agenda will include:

1. Review the Motorola GIS Data Requirements document.
2. Discuss Customer GIS skill-set and responsibilities.



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3. Review the requirements of the Customer GIS sample data provided by the Customer that is required in the Motorola system.
4. Discuss any GIS related project questions.

Motorola Responsibilities

1. Schedule and conduct the remote GIS Discovery Session.
2. Request initial GIS dataset for initial data review.

Customer Responsibilities

- Review the GIS Data Requirements document prior to the meeting.
1. Discuss any areas of concern relative to GIS and schedule requirements.
 2. Provide initial GIS dataset for review by Motorola.

Note - Providing the GIS Customer Data is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Interface Planning

The objective of the interface planning teleconference is to discuss the user experience presented by each contracted interface. Topics of discussion will include:

1. Reviewing the functionality delivered with each interface.
2. Reviewing the deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third party systems).
3. Reviewing the interface delivery and validation process.

Note - The interface deployment requirements (NDA, network information, API, and access credentials) may be required to connect to third party systems. Particular requirements must be satisfied prior to the deployment of the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, customization, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

Motorola Responsibilities

1. Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces.
2. Conduct reviews of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.
3. Review the functional interface demonstration process.

Customer Responsibilities

1. Provide all required third-party API and SDK licensing and documentation for Customer's existing systems.
2. Discuss and collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting to avoid impact on the Project Schedule.
3. Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

Business Process Review



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The purpose of the BPR is to review the contracted software with the Customer's project team. The on-site review will be scheduled over up to three concurrent business days. The Motorola Application Specialist will coordinate the delivery of the BPR. The BPR is a focused discussion regarding related operational policies, workflows and data entry standards. The Customer's policies and current workflow will assist Motorola in consulting with the Customer on ways in which to optimize system configuration. The Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the BPR, Motorola will provide and explain sample data entry standards as a starting point for the Customer. The Customer will need to revise the sample standards to meet its specific needs. Once standards are established, the Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into end user training. Therefore, the Customer must complete this task prior to end user training.

Motorola will conduct a single BPR session to review workflow and forms with the Customer. The Customer will assemble a group of representatives from the host and user agencies (as applicable) to review existing paper forms and manual reports that may be eliminated, or require modification by the Customer, as a result of assuming operation of the Motorola system. Additionally, the review session provides Motorola and the Customer the opportunity to review current operational processes identifying opportunities for the Customer to streamline or modify processes in order to optimize the functionality of the Motorola system. The BPR session is conducted during business hours Monday through Friday 8:00 a.m. to 5:00 p.m. local Customer time.

The Customer is responsible for engaging and obtaining input from stakeholders that affect provisioning decisions made by the Customer.

The BPR agenda includes items such as:

- BPR Survey Responses.
- Overview of the contracted Product.
- Provisioning processes.
- Agency and Discipline Information (role type, # of Personnel, shift types).
- User Permissions/Security Groups.
- Interface Field Mapping Provisioning.
- Code Tables.
- Workflows.
- Available Reports.
- Role-based Training Recommendations.
- Additionally for CAD deployments, discuss:
 - Agency data gathering (includes incident types, unit status codes, dispositions, unit IDs, and personnel).
 - Dispatcher/Responder workflow (incident creation to closure).
 - Recommended units and/or Response Plans.
 - Notifications and Status Monitors.

Motorola Responsibilities

Provide the BPR Agenda/Workbook prior to the meeting.

1. Conduct a Product overview demonstration.
2. Review the documented business processes and provide configuration options.
3. Review the completed BPR Workbook.
4. Conduct a single three consecutive day BPR session.

Customer Responsibilities

1. Review the BPR Agenda/Workbook prior to the meeting.
2. Schedule applicable resources for remote interview sessions.
3. Provide resources knowledgeable in the Customer's business processes to provide relevant documentation on the workflow and operating procedures.
4. Provide required information to complete the BPR, such as personnel information, workflow configuration and agency logo (if desired by Customer).

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Motorola Deliverables

1. Completed BPR Workbook.

GIS Services

GIS Scope Review

The Motorola GIS Analyst meets remotely with the Customer's GIS Administrator to discuss the approach to developing the GIS data for use with the Motorola system.

GIS Scope Review topics that will be discussed include:

The GIS Data Report describes the Customers source feature classes and data values that have been made available to Motorola. The data is reviewed and any items identified that may impact the applicable functionality of the data within the Motorola System are noted within the GIS Data Report. The GIS Data Report is delivered post contract after review of the Customer GIS data. As GIS data is critical to the provisioning and operation of the system, it is imperative that the Customer GIS Data be made available to Motorola prior to the GIS Scope Review.

Motorola Responsibilities

1. Review GIS Draft Data Report.
2. Discuss current GIS business practices.
3. Discuss GIS data types that are going to be utilized within the Motorola system.
4. Discuss GIS updates and contracted frequency.
5. Discuss the need for Agency Code and Beat Names being provided to Motorola prior to the GIS Boundaries Workshop.

Customer Responsibilities

1. Ensure availability of GIS administrator for this meeting.
2. Finalize the agency code and beat names for the geodatabase and provide to Motorola. All of the data will be required but the streets, address points and common places can be works in progress that can be updated as the project progresses.

Motorola Deliverables

1. GIS Data Report.

GIS Service Delivery

GIS Service delivery provides for the creation of a draft geodatabase that will be uploaded to the CAD server to support provisioning efforts as well as draft maps that are created for use by the CAD workstations. If CAD is not a System component, a GIS Draft Geodatabase is still required as it serves as the supporting data for address validation in Flex Records.

Error reports are produced as a result of developing the draft geodatabase and will be delivered to the Customer in updates to the GIS Data Report. The Customer will correct any data errors allowing Motorola to incorporate the data into a revised draft geodatabase.

Geodatabase development provides for up to two iterations of draft databases developed by Motorola. The final geodatabase is created as a product of the GIS Administrator Workshop.

Note - the following tasks are supplementary to the tasks required to maintain the data set using Esri ArcGIS toolset. Education specific to the use of Esri ArcGIS tools can be obtained from Esri. Motorola's scope does not include the creation or maintenance of data into the NENA NG911 schema.



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any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customers source data.

Motorola Responsibilities

1. Schedule and initiate a data delivery design teleconference to address critical data errors or to confirm the data being incorporated into the draft geodatabase.
3. Create the draft geodatabase.
4. Provide updates to the GIS Data Report reflecting any issues found during the geodatabase build.
5. Provide up to two iterations of draft geodatabases.
6. Initiate GIS Administrator Readiness Check which enables Motorola to schedule and conduct the GIS Administrator Workshop.

Customer Responsibilities

1. Attend data delivery design teleconference.
2. Correct any GIS errors identified in the GIS Data Report from geodatabase build.
3. Participate in the GIS Administrator Readiness Check and confirm the dates for the GIS Administrator Workshop.

Motorola Deliverables

1. GIS Data Report Updates.

GIS Administrator Workshop and Review

The GIS Administrator Workshop enables the Customer to work with the Motorola GIS Specialist to understand the required GIS data structure and maintenance needs of the data in order to support address validation, response determination, routing and visual map displays. The workshop is conducted via remote teleconference over a period of three consecutive eight hour days during normal business hours. The product of the workshop is the final geofile build and the Customer assumes responsibility for further GIS updates and maintenance.

Motorola Responsibilities

1. Provide Customer with the workshop agenda.
2. Conduct the workshop.
3. Document any Customer and or Motorola GIS action items that require follow up and resolution.
4. Discuss additional boundary capabilities and data development needs.
5. Document any Customer and/or Motorola GIS action items that require follow up and resolution.
6. Resolve any Motorola follow up action items.
7. Schedule the post workshop follow up review and GIS action item close out.
8. Within thirty days of the conclusion of the GIS Administrator Workshop conduct a remote two hour post workshop follow up review to address any remaining GIS process questions and close out any follow up actions noted during the GIS Administrator Workshop work.

Customer Responsibilities

1. Ensure availability of GIS administrator participation in the workshop.
2. Resolve any Customer follow up action items.
3. Assume responsibility for the update and maintenance of the geofile.
4. Participate in the follow up review.

System Delivery



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The Customer will provide Motorola resources with safe access, suitable office space, supplies, furniture, high-speed connectivity to the Internet, and other facilities while fulfilling the on-site activities specified in this SOW.

Hardware Installation

The objective of this activity is to install the system hardware at the Customer's site. This activity addresses physical installation activities and system connectivity verification. Customer assumes responsibility for the procurement, installation, configuration, troubleshooting and resolving any issues with Customer provided hardware or virtualization environment that prevents Motorola from fulfilling its delivery obligations or impedes system operation. If Motorola has been contracted to provide the hardware, the contracted hardware will be provided by Motorola's partner; Solutions II. Solutions II may interact directly with the Customer to coordinate installation activities or communication may be directed by Motorola's Project Manager. This engagement will be a combination of On-site and remote efforts. Remote work performed by Solutions II may require On-site assistance from the Customer. While installation activities are traditionally completed during Customer regular business hours, some activities may occur in tight timeframes outside of regular office hours. In such cases work will commence as mutually agreed.

Motorola Responsibilities

If Motorola is contracted to provide hardware, perform each of the following:

1. Conduct an evaluation of the installation location to validate installation readiness.
2. Procure and install the contracted servers, VMware software, Veeam Backup and Replication software at the primary installation location and if contracted, a single disaster recovery location.
3. Configure NAS Backup Targets.
4. Load the initial Operating System software.
5. Conduct a Power On test to validate the installed hardware and operating system software are ready for configuration.
6. Verify contracted software is available and accessible on the installed system.
7. If a disaster recovery system has been included as a contracted system component, perform a simulated failover test.
8. If Motorola has installed the hardware, provide the Customer with passwords, passphrases, encryption keys and IP assignments configured by Motorola.

Customer Responsibilities

1. Provide power, cabling, network infrastructure, and access to all locations in which contracted hardware will be installed.
2. Provide an installation environment that conforms to the hardware manufacturer's specifications for heating, cooling, humidity, ventilation, physical space requirements: clearance and spacing.
3. Make any improvements required to support the installation environment inclusive of cabling and power receptacle improvements.
4. Develop a password, passphrase and encryption key management policy for the on-going Customer management of such.
5. If Motorola has not been contracted to provide the hardware and or virtual machines, Customer will perform each of the tasks outlined in this section as a Motorola responsibility and conduct a power-on tests with Motorola prior to Motorola commencing with software installation and configuration tasks.

Install and Configure Software

After the servers have been installed and the operating system and database storage have been configured, Motorola will install the contracted application software product(s) and the Motorola side of



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interfaces. The Motorola resource will configure the database environments and create the initial administrative user accounts. Customer personnel will complete client software installation using the Motorola provided client install wizard; software will be installed on the client workstations/mobile devices to facilitate provisioning training.

Motorola Responsibilities

1. Install and configure the contracted application software.
2. Install Motorola external interface code.
3. Configure database environments (live and practice).
4. Create administrative and training user accounts.
5. Provide client installer wizard.

Customer Responsibilities

1. Provide and install workstation/mobile device hardware in accordance with manufacturer specifications.
2. Complete installation of client software on workstations and mobile devices.

Motorola Deliverables

1. Contracted software.

Provisioning

Provisioning includes the setting of configurable parameters (unit names, personnel, status codes) which control application behavior. The Flex system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning. Provisioning activities include instruction of the mechanics and methodologies required to complete system provisioning, and provides the Customer with knowledge needed to update and maintain the provisionable items as Customer's operational needs change. Utilizing the sample data entry standards provided at the project kickoff meeting, the Customer will revise the sample standards to meet its specific needs. Once standards are established, the Customer is expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into training. Therefore, the Customer must complete this task prior to training.

Provisioning Verification

Upon completion of provisioning table updates by the Customer, Motorola will conduct a working session with the Customer's Administrators and desired SME's demonstrating system operation in accordance with Customer determined provisioning parameters (BPR Workbook and Provisioning Worksheets). The purpose of the session is to enable the Customer to fine tune provisioning parameters as needed to better align with operational use needs. In this working session, Motorola provides the Customer with guidance on provisioning options that may better support the Customer's operational objectives. In order to reinforce provisioning training principles, the Customer completes any provisioning parameter updates with Motorola guidance as desired.

Motorola Responsibilities

1. Conduct an operational walk through of the provisioned system enabling the Customer to verify the operational behavior of the provisioned system.
2. Consult with Customer on provisioning options that better support the Customers business operations.
3. Provide guidance on making desired provisioning updates.



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4. Conduct a remote 3 hour Insight Broker User Maintenance workshop.

Customer Responsibilities

1. Participate in the Provisioning Verification Session.
2. Note desired provisioning updates.
3. Update provisioning tables, as desired.
4. Enable Insight Broker users, configure queries and query targets.

Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

1. Establish connectivity to external and third-party systems.
2. Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
3. Validate each interface can transmit and/or receive data in accordance with the System Description.

Customer Responsibilities

1. Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
3. Provide network connectivity between Flex and the third-party systems.

Motorola Deliverables

1. Contracted Interfaces.

Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems.

Motorola Responsibilities

1. Establish and validate connectivity between the Motorola systems.
2. Validate each system can transmit and/or receive data.
3. Enable the Data Exchange API ("DEX") and on-board Customer's third party vendor via the partner program, if/as contracted.

Customer Responsibilities

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.



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2. Provide network connectivity between the Motorola systems.
3. Work with Customer's 3rd party vendor to sign up for the partner program. Participation in the Partner program is not included in this offer and is a post contract purchase. If purchased, Motorola will provide the instructions to sign up, post, contract if purchased.
4. Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

Reports

Motorola will deliver the standard reports library and, unless specifically contracted, has not included the effort to develop any Customer-specific or Customer-defined reports.

System Administration and Training

System administration begins with training designed to enable the Customer to perform the data entry required to configure the software Product functionality. Motorola will conduct a single session for each of the training courses identified on the quote page of this offer per the description provided in the Training Plan. The training courses provide instruction on how to set up, enter, and administer the operational and administrative code tables.

Following training, the Customer will be responsible for entering data into the code tables before user training begins.

Prior to the start of user training, the Customer should have a draft of its data entry standards. During this training, Motorola will work with the Customer to review and finalize the data entry standards.

Following training, the Customer will be responsible for formalizing policies regarding the data entry standards. This task must be completed before user training begins.

Additional training courses may be available to Customer depending upon the solution purchased. Any additional training courses will be described in the Training Plan.

Motorola Responsibilities

1. Deliver the contracted training courses listed on the quote page of this offer.
2. Deliver training in accordance with the Training Plan.

Customer Responsibilities

1. Provide a training environment in accordance with the Training Plan.
2. Assign personnel to participate in training.
3. Finalize data entry standards.
4. Enter code tables.

Motorola Learning eXperience Portal (On-line Training)

Training is made available to Customer, in part, via Motorola's Software Enterprise LXP. This subscription service provides customers with continual access to Motorola's library of on-line learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by LXP content are described in the Training Plan.

Motorola Responsibilities

1. Initial set up and addition of administrators.
2. Provide instruction to Customer LXP Administrators on:
3. Adding and maintaining users.
4. Adding and maintaining Groups.
5. Assign courses and Learning Paths.
6. Running reports.

Customer Responsibilities

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1. Provide Motorola with names (first and last) and emails of Customer LXP administrators.
2. Provide access to learning.motorolasolutions.com.
3. Complete LXP Administrator training.
4. Advise users of the availability of the LXP.
5. Add/modify users, run reports, and add/modify groups.

Instructor-Led Training (On-site and/or Virtual)

Motorola Responsibilities

1. Deliver User Guides and training materials in electronic .PDF format.
2. Perform training in accordance with the Training Plan.
3. Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

1. Supply classrooms with a workstation for the instructor and at least one workstation for every two students based on the requirements listed in the Training Plan.
2. Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
3. Conduct end user training.

Motorola Deliverables

1. Electronic versions of User Guides and Training Materials.
2. Attendance Rosters.

System and Module Training

The following table is a representative sample of the instructor led courses available to the Customer, dependent upon the purchased solution (e.g. CAD, Mobile, Records). As part of the project kickoff activities, Motorola will provide a Customer specific Training Plan reflecting the training specific to your installation. Motorola will deliver training as outlined in the Customer specific Training Plan.



Figure 1-1: Sample Instructor Led Courses

Product Validation

The system is exercised throughout the delivery of the project by both Motorola and the Customer via provisioning and training activities. To solidify Customer confidence in the system and prepare for live use operation, Motorola will perform prescribed system validations in accordance with a Product Validation Plan.

Product Validation Plan

The objective of this series of tasks is to finalize the activities to be conducted in accordance with the final Project Validation Plan. The Project Validation Plan will be finalized following system provisioning activities. The Project Validation Plan describes the scope and objectives of each type of demonstration executed by Motorola as well as the techniques used during each type of demonstration and the completion criteria. The Customer may execute their own tests outside the scope of Motorola's demonstration responsibility as desired.

The Product Validation Plan covers the following types of demonstrations:

- Functional Validation.



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- Interface Validation.

Motorola Responsibilities

1. Finalize the Project Validation Plan based on information gathered throughout the project kickoff and provisioning phase of the project.
2. Distribute a copy of the plan to the Customer's Project Manager.
3. Review the schedule of demonstration activities.
4. Execute the Product Validation Plan in accordance with the project schedule.

Customer Responsibilities

1. Receive the Project Validation Plan.
2. Review the Project Validation Plan activities.
3. Notify the Motorola Project Manager of any items that require discussion.
4. Initiate any desired user testing.

Motorola Deliverable

1. Product Validation Plan.

Functional Validation

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is estimated to span three consecutive business days, on-site, during Customer's regular business hours. The functional demonstration is a critical activity that must occur following the completion of provisioning and no later than the completion of training.

Motorola Responsibilities

1. Conduct functional validation according to the Functional Validation Plan.
2. Develop a Remediation Plan for features and functions that do not perform preventing the Customer from obtaining beneficial use of a module.
3. Manage the Remediation Plan and coordinate Motorola remediation actions.

Note - The Remediation Plan will identify the remediation action and the action owner (Customer or Motorola). Remediation steps may involve provisioning modifications, system configuration changes and or software version updates.

Customer Responsibilities

1. Witness the functional demonstration and acknowledge its completion.
2. Participate in developing the Remediation Plan.
3. Coordinate and manage Customer remediation actions.

Motorola Deliverable

1. Completed Functional Validation Results.
2. Remediation Plan (as applicable).

Interface Validation

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the user experience as reviewed during the Interface Planning Session. Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on the Customer's third-party systems. Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of Customer's third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the user experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

Motorola Responsibilities

1. Conduct Interface Validation demonstration.
2. Develop a Remediation Plan for anomalies that do not align with Motorola's stated user experience.
3. Manage the Remediation Plan and take Motorola remediation actions.

Customer Responsibilities

1. Provide access to a resource with access to the interfacing system to validate functionality.
2. Witness the execution of the demonstration and acknowledge successful completion.
3. Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
4. Coordinate and manage Customer remediation actions.

Motorola Deliverable

1. Completed Interface Validation Results.
2. Remediation Plan (as applicable).

Go Live

Go Live Planning

Motorola will provide support of Customer's efforts with commencing live operation use of the system. Motorola resources are supplemental to Customer resources and provide support to Customer trainers and subject matter experts. Customer trainers and subject matter experts are the first line of support to end users in the transition of live operations from the Customer's legacy system to the Motorola system. Motorola will work with the Customer to develop a detailed Cutover Plan. This plan includes the following information:

- Motorola and Customer resources and staffing.
- Pre-cutover tasks/activities to be performed leading up to go live.
- Readiness review meetings.
- Contingency/roll-back plans.
- Go live tasks and responsibilities during and after the live cut.
- Post live cut support resources and schedules.
- Issue reporting process.
- Escalation process.

Motorola Responsibilities

1. Facilitate meetings with Customer staff to develop and document the Cutover Plan.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Responsibilities

1. Coordinate the participation of Customer technical and operational staff in cutover planning and development and documentation of the Cutover Plan.

Motorola Deliverable

1. Cutover Plan.

Motorola Support Engagement

As part of go live planning, the Motorola Project Manager will complete a System Configuration workbook consisting of Customer contact information and information required for remote access to the system. Motorola will schedule a Support Engagement meeting between the Project Manager, Customer Support Manager ("CSM"), Focal Support Technician and Customer's project team representatives. The CSM will review the CSP with the Customer, including the process for obtaining support and contact information.

Go Live Event

In accordance with the Cutover Plan, Motorola and the Customer will transition the Customer from their legacy system to live operation use of the Motorola system. Motorola will support Customers trainers and SME's as they provide first level support to end users at a single location. The go live event transitions the Customer from an implementation project to a support project under the governance of the Motorola Support organization.

Motorola Responsibilities

1. Work with Customer to schedule the date and time for the go live event.
2. Facilitate the Support Engagement Meeting between the Customer and the Motorola Support organization.
3. Execute the Cutover Plan.
4. Provide two on-site resources during the day of and the day following live cut. Combined, the two resources will provide up to sixteen hours of support per day over two consecutive eight hour shifts.

Customer Responsibilities

1. Coordinate the participation of Customer technical and operational staff in cutover planning and development and documentation of the Cutover Plan.
2. Identify Trainers and SME's who will serve as first line support to end users during Go Live activities.
3. Manage Go Live activities.
4. Perform and support the cutover activities defined in the Cutover Plan.
5. Inform Customer staff about the CSP and the process to contact Customer Support.
6. Engage Motorola.

Project Closure – Transition to Support

Following the Go-Live Event the service delivery is complete. Motorola and Customer certify the Software System Completion milestone and the implementation project is formally closed. The system is transitioned to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.



Motorola Performed Data Conversion Scope of Work

Data Conversion Summary

Motorola Solutions' primary objective as your partner is to minimize your risk and provide you with exceptional service. We are committed to ensuring that you receive a timely, high-quality, successful data conversion.

Motorola Solutions' Standard Data Conversion includes the fields highlighted in the following pages, as long as we find an equivalent field in Customer's Legacy system. Due to the nature of data conversion, the criteria is not fixed. To ensure the best outcome, some of the field mapping can be modified during the Data Mapping/Preparation workshop, if we find an additional field match.

Agencies and Legacy Systems

Agency	Legacy System Name	Database Type
Lockport	CAD – VCAD and Impact RMS	Relational

Data Conversion Scope Review

This proposal covers data conversion for the following modules:

Agency	Number of Records to be converted	Primary or Secondary Database?
Names	Unspecified	Primary
CAD Calls for Service	Unspecified	Primary
Incident (Case) Reports	Unspecified	Primary
Vehicle	Unspecified	Primary
Property	Unspecified	Primary
Evidence	Unspecified	Primary
Citations	Unspecified	Primary
Accidents	Unspecified	Primary
Warrants	Unspecified	Primary

Scope Notes:

- Legacy Images and file attachments ARE in scope for this conversion.
- Addresses that are part of the data conversion cannot be geo-verified. Motorola assumes that legacy addresses were already geo-verified in the previous system.

- System code, configuration, and maintenance tables are not included in this Data Conversion.
- Please review the yellow-highlighted fields in the screenshots below to see the data included in Motorola Solutions' standard CAD data conversion.
- Please review the yellow-highlighted fields in the screenshots below to see the data included in Motorola Solutions' standard RMS data conversion.

Motorola Responsibilities:

1. Provide a Project Schedule – Motorola and Customer will mutually agree upon Schedule.
2. Complete Data mapping – Create initial data mapping document.
3. Conduct Data Conversion Preparation Workshop – Review, revise and accept data mapping document.
4. Complete Data Conversion – Extracting, Translating and Loading data (ETL).
5. Complete Script Development.
6. Complete Data Migration – Two Test Load Iterations & Live Cut.

Customer Responsibilities:

1. Provide Legacy Data in CSV, Excel, or Access database file format, if Legacy data is not in MS SQL or Oracle server.
2. Provide Motorola with adequate documentation of the legacy database and field mapping information.
3. Cleanse data in the legacy database prior to data conversion, specifically, duplicate master records.
4. Participate in a Data Conversion Preparation Workshop.
5. Review and verify all converted data for accuracy within each iteration process.
6. Approve the data conversion requirements document prepared by Motorola.
7. Following a test iteration or live cut, the customer will review and report any issues within 10 business days.

Pricing

Price: \$61,900

Data Included in Standard Conversion

The items highlighted below will be converted from the legacy database into Flex, if the data is available and can effectively be translated into Flex.

Flex CAD

Incident Calls:

The screenshot displays the 'Call Editor's Screen' interface, which is organized into several sections for data entry:

- Call Section:** Includes fields for 'Long-Term Call ID', 'Active Call', 'Plate', 'Type', 'Priority', 'Address', 'City', 'State', 'ADT', 'Zones', 'Determinant', and 'Alarm'.
- Complaint Section:** Includes fields for 'Number', 'Last', 'First', 'MID', 'DOB', 'DOB', 'DOB', 'City', 'ST', 'ZIP', 'Race', 'Sex', 'Prev Calls', 'Wants', and 'Adt'.
- Contact Section:** Includes fields for 'Contact', 'Telephone', and 'Address'.
- Information Section:** Includes fields for 'Info', 'License Plate', 'State', 'How Received', 'When Reported', 'Occurred between', 'and', 'When Reported', and 'Hold Unit'.

The interface also features a standard Windows-style menu bar (File, Edit, Search, View, Help) and a toolbar with various icons for navigation and editing.

Names Records (CAD):

Microsoft Internet Explorer
Names

Name and Address

Number:
Last: First: Middle:
Address: Address History:
City: State: ZIP:
Zone: Area:
Death:
Moniker:

Personal Identification

DL Number: SSN: State ID:
DL State: Class: FBI: Local ID:
Home Tel: Other Tel:
Work Tel: Market:

Physical Description

DOB: Eyes: Complex:
Race: Glasses: Speech:
Sex: Hair: Teeth:
Gender: Hairtype: Build:
Height: 0 cm Beard: Ethnic:
Weight: 0 kg

Traits

Name Type: Pub Type:
Scars, Marks, and Tattoos:
MO:

Narrative/Other

Alert Codes:
Comments:
Addresses: Visited Juris: Host Visitors:
Image: Merge:

User: Admin? Search for some file records

Radio Log:

radiolst Call Taker's Screen

File Edit Search Tools Help

Exit View Print Back Forward Run

Radiolog Transcriptions 1 through 3 of 3 for Call C001

Time/Date	Typ	Unit	Code	Zone	Agency	Description
09:43:33 10/29/01		102	DISPLT	LHW	SPD	incid#=0110-0001 Completed Call cal=11
09:40:12 10/29/01		102	ARRVD	LHW	SPD	incid#=0110-0001 Arrived on Scene cal=11
09:36:46 10/29/01		102	ENRT	LHW	SPD	incid#=0110-0001 Enroute to a Call cal=11

User: brn2 View full value of a partially displayed field QVR

As minimum, the target database fields to be populated by the data conversion for CAD data:

CAD Calls	Radio Logs
<ul style="list-style-type: none"> Call Number Complainant Person Number Person To Contact Contact's Phone Number Contact's Address How Received Call Nature Call Taker Incident Date / Time Respond To Address License Plate Number License Plate State City Code Call Type (Law / Fire / EMS) 	<ul style="list-style-type: none"> Unit Number Date & Time Code Zone Agency Comments
<ul style="list-style-type: none"> CAD Call Comments Call Number Comment 	

Flex Records (RMS)

Law Incidents:

Incident#
Law Incident Table

File Edit Search Reports Tools Help

Exit Srch Mod Add Cl Del View List Tab Print Back Fwd Undo Redo Print

Law Incident Inc Org Use Flex Map Supp Prog Wlog Case EM HFIRS Home Image Unsub

Incident

Incident Number Nature

Case Number Image

Address

City State ZIP

Area Contact

Complainant

Number

Last Fst Mid

DDB // SSN >> ADr

Race Sex Tel Cty ST ZIP

Details

Offense/Statute

Reported Observed

Circumstances

Rspndg Officers

Rspnsbl Officer Agency CAD Call ID

Received By

How Received

Last RadLog

Clearance

When Reported Disposition Disp Date

Occurr between Judicial Sts

and Misc Entry

MO

Narrative

Narrative

Supplement

Approval Status: To: From: Date: History

User: train1 | Search for specific records OVR

Name Records (RMS):

nmmain Names Table

File Edit Search Reports Tools Help

Names

Name and Address

Number

Last First Middle

Address Address History

City State ZIP

Zone Area

Death / / Alias

Moniker

Personal Identification

DL Number SSN - - State ID

DL State Class FBI Local ID

Home Tel () - Other Tel () -

Work Tel () - Internet

Physical Description

DOB / / Eyes Complex

Race Glasses Speech

Sex Hair Teeth

Gender Hairstyle Build

Height cm 0 Height cm 0

Weight kg 0 Weight kg 0

Beard Ethnic

Traits

Name Type Sub Type

Scars, Marks, and Tattoos

MO

Narrative/Other

Alert Codes

Comments

Address Premis Xtra Visited Inmates Had Visitors

Image Merge

User: train1 Search for specific records OVR

Property Records:

The screenshot shows a software application window titled "Property Table". It features a menu bar (File, Edit, Search, Reports, Tools, Help) and a toolbar with icons for search, add, delete, view, list, total, print, back, forward, print, and help. Below the toolbar, there are icons for property, image, original, use, print, history, and image. The main content area is divided into several sections:

- Property:** Fields include Property Number, Item, Brand, Model, Year, Serial Number, Color, Image, Owner Applied Number, Characteristics, IBR/UCR Quantity, Measurement, IBR/UCR Code, and IBR/UCR Total Value.
- Owner:** Fields include Numbr, Last, DOB, Race, Sx, SSN, Tel, Fst, Adr, Cty, Mid, ST, and ZIP.
- IBR/UCR:** Fields include IBR/UCR Agency, Officer, IBR/UCR Status, Local Status, Local ID, Status Date, Date Recov/Rcd, Amount Recovered, Custody, Reason, Accum Amt Recov, UCR Incident, Storage Location, Tag Number, Crime Lab Num, Date Released, Released By, Released To, and IBR/UCR Dhist.
- Comments:** A large text area for entering notes.

At the bottom of the window, it says "User: train1 Search for specific records" and "OVR".

As minimum, the target database fields to be populated by the data conversion for Records data:

Persons, Businesses & Aliases Person Number Last Name First Name Middle Name Name Suffix Sex Date of Birth Height Weight Address City State	Wanted Person Offenses Warrant Number Sequence Offense Code Property Property Number Item Code Year Serial Number Status Recovery Date Value
---	---

<p> Zip Code Race Hair Color Eye Color Build Teeth Ethnicity Drivers License Number Drivers License State Phone Number Work Phone Number Social Security Number </p> <p> Person Additional Address Name Number Street Address City State Zip Code </p> <p> Scars, Marks & Tattoos Name Number Sequence Type of SMT etc. Body Position Item of the Body Misc. Description </p> <p> Wanted Persons Warrant Number Person Number Issued Date Returned Date Related Incident Number Court Number Wanted For Process Type Officer Assigned Disposition Offense Code </p> <p> Law Incident Offenses Incident Number Sequence Date & Time Offense Code </p> <p> Law Incident Narratives Incident Number Narrative </p>	<p> Related Law Incident Number Year Of Make Model Serial Number Quantity Owner Person Number Description Storage Location Tag Number </p> <p> Evidence Evidence Number Incident Number Owner Number Item Type Item Number Status Status Date Brand Model Color Quantity Serial # Description Location </p> <p> Evidence Comments Evidence Number Miscellaneous Comments </p> <p> Law Incidents Incident Number Nature Agency Address City State Zip Code Contact Complainant Date & Time Reported Date & Time of Occurrence How Received Agency Responding Officer Clearance Code Disposition </p> <p> Law Incident Supplemental Reports Incident Number Sequence Narrative </p>
---	---

4A

apolichette@lockportny.gov

From: Tracey Farrell <tfarrell@lockportny.gov>
Sent: Friday, November 4, 2022 9:56 AM
To: cityclerk@lockportny.gov; apolichette@lockportny.gov; pmcgrath@lockportny.gov; 'Laura Miskell Benedict'; 'Michelle Roman'
Subject: OYA Solar for Agenda Sept 9
Attachments: PILOT AGREEMENT - RUHLMANN - DRAFT.doc; DOC093022-09302022110931.pdf

Hi Sarah-

Please place the approval of the attached PILOT on an addendum for the Committee of the Whole on September 9th. If either Pat or Laura have a concern with the PILOT it can be pulled.

Thanks,

Tracy

From: Glenn MacKay <glenn.mackay@oyarenewables.com>
Sent: Thursday, November 3, 2022 3:28 PM
To: Tracey Farrell <tfarrell@lockportny.gov>
Cc: dcoder@lockportschools.net; pmcgrath@lockportny.gov; 'Michelle Roman' <romanforlockport@gmail.com>
Subject: RE: [EXTERNAL] OYA Solar Pilot

Ms. Farrell,

Please see attached with the requested addition so the school may submit on or about September 1. Let me know if you have any further questions or recommendations.

Glenn MacKay
Senior Manager, Development



o: 416-840-3358 ext.139



glenn.mackay@oyarenewables.com



144 Front St W. Suite 700, Toronto, On, M5J 2L7, Canada

From: Tracey Farrell <tfarrell@lockportny.gov>
Sent: September 30, 2022 11:20 AM
To: Glenn MacKay <glenn.mackay@oyarenewables.com>

NIAGARA COUNTY
LOCKPORT CITY SCHOOL DISTRICT
AND
CITY OF LOCKPORT

AND
OYA RUHLMANN A LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF SEPTEMBER , 2022

DRAFT

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and is for convenience of reference only.)

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DRAFT

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of August 1, 2022 by and between the NIAGARA COUNTY, 59 Park Avenue, Lockport, New York (hereinafter "Niagara"), the CITY OF LOCKPORT SCHOOL DISTRICT, 130 Beattie Avenue, Lockport, New York (hereinafter "Lockport Schools") and the CITY OF LOCKPORT, Lockport Municipal Building, One Locks Plaza, Lockport, New York (hereinafter "City of Lockport") and OYA RUHLMANN A LLC, a limited liability company organized and existing under the laws of the State, having an office for the transaction of business located at 144 Front Street West, Suite 700, Toronto ON M5J 2L7 (the "Company"). Niagara, Lockport Schools and City of Lockport sometimes referred to herein as Obligees. Company sometimes referred to herein as Obligor.

WITNESSETH:

WHEREAS, the Company, on behalf of itself and entities formed or to be formed on behalf of the foregoing, is requesting (A) the Obligees' assistance with respect to a certain project (the "Project") consisting of an approximately 43.09 acre parcel of land located at 125 Ruhlmann Road, in Lockport, New York (now known as tax map nos 122.12 and 111,) in the City of Lockport, Niagara County, New York (the "Land"); (2) the construction on the Land of an approximately 27.12 acre solar power electric generating photo-voltaic plant (the "Facility"); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Real Property Tax Law Section 487 (b) (a); and

WHEREAS, Ruhlmann Farm Acres LLC (the "Landlord") is the fee owner of the Land; and

WHEREAS, pursuant to an assignment and amended and restated solar ground lease dated as of July 22, 2012 and as amended and restated as of March 7, 2020 (as amended, supplemented and/or assigned, as of the date hereof and as the same may be further amended from time to time in accordance therewith, the "Property Lease"), between the Landlord and the Company, a memorandum of which is intended to be filed of record with the Niagara County Clerk's office, the Landlord has leased the Land to the Company; and

WHEREAS, the Property Lease shall remain in effect for the term of the Lease Agreement; and

WHEREAS, said Project is to be used for a Solar Generating Facility; and

WHEREAS, the Project is located within the boundaries of the County of Niagara; and

WHEREAS, the Obligor shall agree to make payments in lieu of Real Estate Taxes ("PILOT Payments") pursuant to the this Agreement with respect to the Project; and

WHEREAS, the PILOT Payments contemplated by this Agreement are in lieu of Real Estate Taxes which may be payable with respect to the Project during the term of this Agreement; and

WHEREAS, should the Company determine that the provisions of Real Property Tax Law Section 575-b result in real property taxes that are more favorable to the Company than the PILOT Payments due pursuant to this Agreement, the Company's sole remedy shall be to exercise its option to terminate this Agreement (and the Company shall otherwise have no recourse to the Obligees, financial or otherwise).

NOW, THEREFORE, in consideration of the matters above recited, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto formally covenant, agree and bind themselves as follows to wit:

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ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company does hereby represent and warrant to the Obligees as follows:

(A) Power: The Company has full legal power and authority to own its properties and conduct its business.

(B) Authorization: The Company has the legal power under the laws of the State of New York to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. The Company has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated. The Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by and the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the compliance with the provisions of this Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provision of any law, rule, regulation or order of any court or other Obligees, authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Agreement nor the Company's performing all covenants and obligations on its part to be performed under and pursuant to this Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing. This Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(C) Governmental Consent: No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority on the part of the Company is required as a condition to the execution, delivery or performance of this Agreement by the Company or as a condition to the validity of this Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY.

(A) Assessment of the Project Facility: The parties hereto understand that the Project Facility shall be assessed by the City of Lockport, Niagara County, New York (hereinafter referred to as the "City") and by the various other taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, school district, or other political unit or units wherein the Project Facility is located (the City and such other taxing entities being sometimes collectively referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities. The Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax state date of such Taxing Entity occurring subsequent to the date hereof. The Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. Subject to Section 3.01 hereof the Obligees will reasonably cooperate with the Company to preserve the tax-exempt status of the Project Facility and to achieve the purposes and effect of this agreement.

(B) Special Assessments: The parties hereto understand that the tax exemption extended hereby does not entitle the Company to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company shall pay all special assessments and special ad valorem levies lawfully levied and assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES.

(A) Agreement to Make Payments: The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided, to the Obligees pursuant to the provisions hereof (the "Total PILOT Payment"). The Company also agrees to give the assessor a copy of this Agreement. The Total PILOT Payment due hereunder shall be paid by the Company to the Obligees for distribution to the appropriate officer or officers of the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company shall pay interest and late charges as required by Section 874 of the Act. The first year of this Agreement shall relate to the 2023-2024 School Tax and the 2024 City and County tax years.

(B) Total Amount of Payments in Lieu of Taxes. The Total PILOT Payment to be paid by the Company to the Obligees annually pursuant to the terms of this Agreement has been agreed upon by the parties and is set forth below. The amount to be distributed to the Taxing Entities pursuant to the terms of this Agreement is as follows:

<u>Roll Year</u>	<u>City/ County Calendar Year</u>	<u>School District Fiscal Year</u>	<u>City (Lockport) Pilot Amount</u>	<u>(County) Pilot Amount</u>	<u>School (Lockport Municipal School District) Pilot Amount</u>	<u>Total Pilot Payment</u>
1	2024	7/1/23-6/30/24	12,301	6,366	18,833	37,500
2	2025	7/1/24-6/30/25	12,547	6,493	19,210	38,250
3	2026	7/1/25-6/30/26	12,798	6,623	19,594	39,015
4	2027	7/1/26-6/30/27	13,054	6,755	19,986	39,795
5	2028	7/1/27-6/30/28	13,315	6,890	20,386	40,591
6	2029	7/1/28-6/30/29	13,581	7,028	20,793	41,403
7	2030	7/1/29-6/30/30	13,853	7,169	21,209	42,231
8	2031	7/1/30-6/30/31	14,130	7,312	21,633	43,075
9	2032	7/1/31-6/30/32	14,413	7,458	22,058	43,937
10	2033	7/1/32-6/30/33	14,701	7,607	22,500	44,816
11	2034	7/1/33-6/30/34	14,995	7,760	22,958	45,712
12	2035	7/1/34-6/30/35	15,295	7,915	23,417	46,626
13	2036	7/1/35-6/30/36	15,601	8,073	23,885	47,559
14	2037	7/1/36-6/30/37	15,913	8,235	24,363	48,510
15	2038	7/1/37-6/30/38	16,231	8,409	24,850	49,480

Notwithstanding the foregoing schedule, the Company further covenants and agrees that for any period that the Obligees continues to hold a leasehold interest in the Land and Improvements after 2038 the Company shall pay 100% of the taxes that would be imposed on the Project Facility if the Obligees did not have a leasehold interest in the Project Facility. The Company shall not be liable or responsible for double tax payments associated with this Agreement and the restoration of the Project Facility to the assessment roll under Section 520 of the Real Property Tax Law.

(C) Additional Amount in Lieu of Taxes. Commencing on the first tax year following the date on which any material modification or any structural addition shall be made to the Project Facility or any portion thereof, any additional building or other structure shall be constructed on the Land that is not included in the definition of "Project Facility" (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Obligees with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (D) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein, and (c) reduce the amount so determined by the amounts of any tax exemptions that

would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein.

(2) In each fiscal tax year during the term of this Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity, as if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein), the amount payable by the Company to the Obligees on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Obligees and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(D) Valuation of Additional Facilities.

(1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.03(B) hereof shall be determined by the Assessor of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, the Company shall have the right to contest the Additional Assessed Value of the Project Facility made for purposes of determining any payments due hereunder and to seek a refund of any such payments made hereunder. The Company's challenge to the Additional Assessed Value of the Project Facility and the determination of the Company and to seek a refund of any payments made hereunder shall be made in accordance with State Real Property Tax Law.

(E) Statements: The City of Lockport and Niagara County shall submit to the Company annual statements specifying the amount and due date or dates of the payments due to each Taxing Entity hereunder, such periodic statements to be submitted to the Company annually on or about January 10. Lockport Schools will submit annually on or about September 1.

(F) Time of Payments: Subject to Section 2.03(B) hereof, the Company agrees to pay the amounts due hereunder to the Obligees by January 30 of each year. The Company shall be entitled to receive receipts for such payments.

(G) Method of Payment: All payments by the Company hereunder shall be paid to the Obligees by check in lawful money of the United States of America. The Obligees shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03. OTHER GOVERNMENTAL TAXES. (A) Credits: The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement.

SECTION 2.04. INTEREST. If the Company shall fail to make any payment required by this Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have been made in full, and the Company shall pay the same together with late charges and interest thereon, as required by Section 874 of the Act and as more fully described in Section 4.01 hereof.

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ARTICLE III

LIMITED OBLIGATION OF THE OBLIGEEES

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE OBLIGEEES. Notwithstanding anything contained in this Agreement to the contrary:

(A) No Recourse: All covenants, stipulations, promises, agreements and obligations of the Obligees contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Obligees, and not of any member, officer, agent (other than the Company), servant or employee of the Obligees in his or her individual capacity, and no recourse under or upon any obligation, covenants or agreement contained in this Agreement, or otherwise based upon or in respect of this Agreement, or for any claim based upon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Obligees or any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Obligees, either directly or through the Obligees or any successor public benefit corporation or political subdivision or any person so executing this Agreement, it being expressly understood that this Agreement is a corporate obligation, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Obligees or of any successor public benefit corporation or political subdivision or any person so executing this Agreement under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom and to the extent permitted by law, expressly waived and released as a condition of, and as consideration for, the execution of this Agreement.

(B) Limited Obligation: The obligations and agreements of the Obligees contained herein shall not constitute or give rise to an obligation of the State of New York or the County of Niagara, New York, and neither the State of New York nor the County of Niagara, New York shall be liable thereunder and further such obligations and agreements shall not constitute or give rise to a general obligation of the Obligees, but rather shall constitute limited obligations of the Obligees payable solely from the revenues of the Obligees derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Obligees with respect to the Unassigned Rights as defined in the Lease Agreement).

(C) Further Limitation: Notwithstanding any provision of this Agreement to the contrary, the Obligees shall not be obligated to take any action pursuant to any provision hereof unless (1) the Obligees shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Obligees (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses (including, without limitation, attorneys' fees and expenses) or other costs, the Obligees shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless

the Obligees satisfactory to the Obligees for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

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ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(A) Failure of the Company to pay any amount due and payable by the Company pursuant to this Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in subsection (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period, the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same;

(C) Any warranty, representation or statement by or on behalf of the Company contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement;

(D) The occurrence and continuance of an "Event of Default" under the Lease Agreement, beyond any applicable cure period (if any).

SECTION 4.02. REMEDY ON DEFAULT. Whenever any Event of Default shall have occurred with respect to this Agreement, the Obligees (or if such Event of Default concerns a payment required to be made hereunder to a Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to the Obligees or such Taxing Entity, as the case may be, to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the courts of record of the State of New York, consent to the jurisdiction of each such court in any such suit, action or proceeding, and waive any objection which they may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Agreement and the Obligees or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or Agreement on the part of the Company herein contained, the Company agrees that it

will, on demand therefor and jointly and severally, pay to the Obligees or such Taxing Entity, as the case may be, the reasonable expenses so incurred, whether or not an action is commenced together with interest thereon at the maximum rate allowed by law.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive: No remedy herein conferred upon or reserved to the Obligees or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay: No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required: In order to entitle the Obligees or any Taxing Entity to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement or the Act.

(D) No Waiver: In the event any provision contained in this Agreement should be breached by either party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

SECTION 4.05. PAYMENT OF INTEREST AND PENALTIES. Pursuant to Section 874(5) of the General Municipal Law of New York, as amended, if the Company shall fail to make or cause to be made any such payments in full of real estate taxes when due, the amount or amounts so in default shall continue as an obligation of the Company until fully paid, and the Company hereby agrees to pay or cause to be paid the same, together with a late payment penalty equal to five percent (5%) of the amount due. Additionally, if the Company shall fail to make any payment required by this Section 4.05 when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the Obligees together with (1) a late payment penalty of one percent (1%) per month for each month or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the same rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM OF AGREEMENT. This Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Agreement by resolution of the Obligees and the execution and delivery of this Agreement by the Company and the Obligees. Unless otherwise provided by amendment hereof, this Agreement shall continue to remain in effect until the earliest to occur of (1) the date on which the Obligees's interest in the Project Facility pursuant to the Underlying Lease is terminated, or (2) the occurrence of an Event of Default hereunder.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Agreement shall be payable by check in such coin and currency of the United States of America, at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Obligees are required to do or accomplish any act or thing hereunder, the Company may, with the prior written consent of the Obligees, cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Obligees.

SECTION 5.04. AMENDMENT OF AGREEMENT. This Agreement may not be amended, changed, modified, altered or terminated unless such amendment, change, modification, alteration or termination is in writing and, in the case of any amendment, change, modification or alteration of this Agreement, unless the Company and its respective successors and assigns shall assume in writing the obligations of such amended, changed, modified or altered Agreement.

SECTION 5.05. NOTICE. (A) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given when (1) received at the applicable address stated below by registered or certified mail, postage prepaid, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the person who attempted to effect such delivery. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

If to the Obligees:

NIAGARA COUNTY
59 Park Avenue
Lockport, New York 14094

CITY OF LOCKPORT SCHOOL DISTRICT
130 Beattie Avenue
Lockport, New York 14094

CITY OF LOCKPORT
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

If the Company:

OYA Ruhlmann A LLC
144 Front Street West, Suite 700,
Toronto ON M5J 2L
Attention: Taymaz Jahaniaval, Chief Operating Officer

With a copy to:

OYA Ruhlmann A LLC
144 Front Street West, Suite 700
Toronto ON M5J 2L
Attn: Bernadette Corpuz, Esq.
General Counsel

(B) The Obligees and the Company may, with notice given hereunder to each other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

SECTION 5.06. BINDING EFFECT. This Agreement shall inure to the benefit of, and shall be binding upon, the Obligees and the Company and their respective successors and assigns. The provisions of this Agreement are intended to be for the benefit of the Obligees and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subsection, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, subsection, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10 DEFINITIONS. Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement unless the context requires otherwise.

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IN WITNESS WHEREOF, the Obligees and the Company have caused this Agreement to be executed in their respective names, by their duly authorized representatives, all being done as of the date first above written.

NIAGARA COUNTY

By:
Title:

STATE OF NEW YORK)
) SS.:
COUNTY OF NIAGARA)

On the ____ day of August in the year 2022 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

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CITY OF LOCKPORT SCHOOL DISTRICT

By:
Title:

STATE OF NEW YORK)
) SS.:
COUNTY OF NIAGARA)

On the ____ day of August in the year 2022 before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

By:
Title:

DRAFT

CITY OF LOCKPORT

By:
Title:

STATE OF NEW YORK)
) SS.:
COUNTY OF NIAGARA)

On the _____ day of August in the year 2022 before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, _____ the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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OYA RUHLMANN A LLC

By: _____

Taymaz Jahaniaval
Chief Operating Officer

)
) SS.:
)

On the ____ day of August in the year 20____ before me, the undersigned, personally appeared Taymaz Jahaniaval, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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EXHIBIT "A"
DESCRIPTION OF THE LAND

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Entities pursuant to the terms of this Agreement are as follows:

<u>Roll Year</u>	<u>City/ County Calendar Year</u>	<u>School District Fiscal Year</u>	<u>City (Lockport) Pilot Amount</u>	<u>County (County) Pilot Amount</u>	<u>School (Lockport Municipal School District) Pilot Amount</u>	<u>Total Pilot Payment</u>
1	2024	7/1/23-6/30/24	12,201	6,366	18,833	37,500
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4	2027	7/1/26-6/30/27	13,054	6,755	19,986	39,795
5	2028	7/1/27-6/30/28	13,315	6,890	20,386	40,591
6	2029	7/1/28-6/30/29	13,581	7,028	20,793	41,403
7	2030	7/1/29-6/30/30	13,853	7,169	21,209	42,231
8	2031	7/1/30-6/30/31	14,130	7,312	21,633	43,075
9	2032	7/1/31-6/30/32	14,413	7,458	22,066	43,937
10	2033	7/1/32-6/30/33	14,701	7,607	22,507	44,816
11	2034	7/1/33-6/30/34	14,995	7,760	22,958	45,712
12	2035	7/1/34-6/30/35	15,295	7,915	23,417	46,626
13	2036	7/1/35-6/30/36	15,601	8,073	23,885	47,559
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15	2038	7/1/37-6/30/38	16,231	8,399	24,850	49,480

Notwithstanding the foregoing schedule, the Company further covenants and agrees that for any period that the Obligees continues to hold a leasehold interest in the Land and Improvements after 2038 the Company shall pay 100% of the taxes that would be imposed on the Project Facility if the Obligees did not have a leasehold interest in the Project Facility. The Company shall not be liable or responsible for double tax payments associated with this Agreement and the restoration of the Project Facility to the assessment roll under Section 520 of the Real Property Tax Law.

(C) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any material modification or any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land that is not included in the definition of "Project Facility" (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Obligees with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (D) of this Section 2.02 by (b) the

tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein.

(2) In each fiscal tax year during the term of this Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity, as if such Additional Facilities were owned by the Company and the Obligees did not have a leasehold interest therein), the amount payable by the Company to the Obligees on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Obligees, the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(D) Valuation of Additional Facilities.

(1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(C) hereof shall be determined by the Assessor of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, the Company shall have the right to contest the Additional Assessed Value of the Project Facility made for purposes of determining any payments due hereunder and to seek a refund of any such payments made hereunder. The Company's challenge to the Additional Assessed Value of the Project Facility and the determination of the Company and to seek a refund of any payments made hereunder shall be made in accordance with State Real Property Tax Law.

(E) Statements: The Obligees shall submit to the Company annual statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company annually on or about January 10.

The School District will submit on or about September 1

4B

apolichette@lockportny.gov

From: Laura Miskell Benedict <lmiskell31@hotmail.com>
Sent: Friday, November 4, 2022 2:17 PM
To: cityclerk@lockportny.gov; Abby Polichette; Michelle Roman; Paul Beakman
Subject: [EXTERNAL] Fw: Parking Resolutions
Attachments: City Resolution overnight parking.docx; City Resolution overnight parking public hearing.docx

Good afternoon. Attached please find two drafted Resolutions I have prepared for Alderman Beakman.

You may have to add in the last one that the Clerk shall submit same to the State (there should be language from other ones similar).

Thank you,

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

From: Laura Miskell Benedict
Sent: Friday, November 4, 2022 9:35 AM
To: Paul Beakman <ward1@lockportny.gov>
Subject: Parking Resolutions

Hi Paul. Please find attached the two Resolutions you requested that I drafted on your behalf. Kindly review and advise. If good to go, I will forward to City Clerk today.

Thanks,

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