

CITY OF LOCKPORT
COMMON COUNCIL MEETING AGENDA
REGULAR MEETING
June 14, 2023
6:30 P.M.

6:00 P.M.

Committee of the Whole Meeting

6:30 P.M.

Common Council Meeting

ROLL CALL

APPROVAL OF MINUTES

Beakman: Approve Common Council minutes of
061423.1 May 31, 2023

COMMUNICATIONS

**MOTIONS &
RESOLUTIONS**

Beakman: Congratulate employees for years of service
061423.2

XXXX: God's Voice Ministries event in Altro Park
061423.3 8/12/2023

XXXX: Authorize Purchases from Water Fund
061423.4

XXXX: NYSLRS Annual Reporting
061423.5 (NY State and Local Retirement System)

XXXX: Call for 2nd Public Hearing for the open
061423.6 Microenterprise program

XXXX: Call for 2nd Public Hearing for the
061423.7 open CARES Act program

XXXX: Labor Standards Officer for CARES
061423.8 Act program

Beakman: Increased Police Presence to ensure the
061423.9 wellbeing of City residents and visitors

XXXX: **WITHDRAWN**
061423.10

Beakman: Parks Fund Authorization to purchase banner
061423.11 for the Fence at Outwater Park

ADJOURNMENT

Beakman: Adjourn meeting to June 28, 2023.
061423.12

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

June 14, 2023
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 Beakman, Devine, Fogle, Swanson-Gellerson, Kantor, and Lupo.

INVOCATION

MAYOR'S UPDATE

RECESS

Recess for public input.

061423.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of May 31st, 2023 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:

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. Reviewed by the Finance Committee.

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

Referred to Committee of the Whole.

Notice of Claim:

6/5/2023 Mark Danna, 145 Autumnvale Drive, Lockport.

Referred to the Corporation Counsel.

Notice of Complaint:

5/30/2023 16 Alabama Place – tree

6/1/2023 19 Cave Street – tree

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

MOTIONS & RESOLUTIONS

061423.2

By Alderman Beakman:

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

<u>Employee</u>	<u>Years of Service</u>	<u>Title</u>
Joshua T. Fiegl	20	Electrician
Andrew J. George	5	Water Treatment Operator
Mark A. Cocco	5	Senior Water/Sewer Maintenance Worker
Willfrederick Volmy	5	Senior Water/Sewer Maintenance Worker

Seconded by Alderman _____ and adopted. Ayes _____.

061423.3

By Alderman: _____

Resolved that pursuant to their request, God's Voice Ministries Church is hereby granted permission to hold a community outreach event, "Community in Unity" for the third year, in Altro Park on Willow Street, with use of the pavilion, to be held on August 12, 2023, from 12 p.m. until 6 p.m., and be it further

Resolved that permission is additionally granted to have music, games and food trucks. Said permission is subject to the Church filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured prior to the event.

Seconded by Alderman _____ and adopted. Ayes _____

061423.4

By Alderman: _____

Whereas the City of Lockport's Water Filtration department has requested that the City pursue expanded maintenance provisions to improve (1) turbidity meter systems, (2) generator belts, and (3) river intake precaution measures; and

Whereas the Chief Water Treatment Plant Operator has compiled quotes for said services, with the turbidity costs contained in NY State Contract #PC67243 and the remaining items falling under the existing procurement guidelines; now there fore be it

Resolved that the City of Lockport Common Council hereby authorizes \$26,189.93 to be used in funding from the H204 capital project (FX Infrastructure Improvements) for Hatch, Pen Power Systems, and Pharos Marine Automatic Power.

Seconded by Alderman _____ and adopted. Ayes _____

061423.5

By Alderman: _____

Whereas Title 315.4 of the New York Compilation of Codes, Rules and Regulations, entitled Regulations on Reporting for Elected or Appointed Officials requires the reporting of time for certain elected or appointed officials participating in the New York State Retirement System, and

Whereas Title 315.4 required that the Common Council establish by resolution a standard work day for each Elected or Appointed official serving the City of Lockport, and

Whereas elected or appointed offices must prepare and file a time record for the first 180 days of taking office which is good for a period of eight years, and

Whereas section 315.3 of Chapter VI, Title 2 of the New York Code of Rules and Regulations require the Common Council establish by resolution a standard work day for each elective or appointed official, and

Whereas none of the participants listed below are in Tier 1, and

Whereas all of the participants below have submitted their respective Record of Activities to the City Clerk.

Now therefore be it resolved that the City of Lockport, a municipal corporation located at One Locks Plaza, Lockport, New York 14094 hereby establishes the following standard workdays for these titles for the calendar year of 2023 and will report the officials to the New York State and Local Retirement System based on their record of activities:

<u>Title</u>	<u>Std.</u> <u>Work Day</u>	<u>Name</u>	<u>Term</u>	<u>Record</u> <u>Activity</u> <u>Results</u>
Deputy Corporation Counsel	7	Jason Cafarella	1/1/2023-x/x/xxxx	11.97 12/31/2023

Seconded by Alderman _____ and adopted. Ayes _____

061423.6

By Alderman: _____

Whereas the City of Lockport Common Council wishes to discuss the implementation of the City of Lockport Microenterprise Program that received Community Development Block Grant ("CDBG") funding from the New York State Office of Community Renewal (the "OCR"), and

Whereas the Lockport Common Council is required to hold a public hearing to consider citizen comments regarding implementation of the program, be it

Resolved that a public hearing be held on June 28, 2023, at 6:30 p.m. at City Hall, One Locks Plaza, Lockport, New York, before the City of Lockport Common Council, whereat all interested parties shall be heard regarding the CDBG program, and be if further

Resolved that at least eight (8) days' notice of such hearing shall be given by the City Clerk by the due posting thereof on the City's website and by publishing such notice at least once in the official newspaper of the City.

Seconded by Alderman _____ and adopted. Ayes _____

061423.7

By Alderman: _____

Whereas The City of Lockport received Community Development Block (CDBG) funding from the New York State Office of Community Renewal (Project No. 663CVPF24-21) to implement the City of Lockport CARES Business Restoration Fund (the "Program") and to provide public facilities funding to assist The Dale Association, Inc. (the "Public Facilities Project"), and

Whereas the City of Lockport Common Council wishes to discuss the implementation of the Program and the Public Facilities Project, and

Whereas the Lockport Common Council is required to hold a public hearing to consider citizen comments regarding implementation of the Program and the Public Facilities Project, be it

Resolved that a public hearing be held on June 28, 2023, at 6:30 p.m. at City Hall, One Locks Plaza, Lockport, New York, before the City of Lockport Common Council, whereat all interested parties shall be heard regarding the Program and the Public Facilities Project, and be if further

Resolved that at least eight (8) days' notice of such hearing shall be given by the City Clerk by the due posting thereof on the City's website and by publishing such notice at least once in the official newspaper of the City.

Seconded by Alderman _____ and adopted. Ayes _____

061423.8

By Alderman: _____

Whereas the City of Lockport received Community Development Block (CDBG) funding from the New York State Office of Community Renewal (Project No. 663CVPF24-21) to provide public facilities funding to assist The Dale Association, Inc. (the "Public Facilities Project"), and

Whereas the City of Lockport entered into a Grant Agreement with the Greater Lockport Development Corporation ("GLDC") which provides for implementation of the CDBG funding and the Public Facilities Project by GLDC, and

Whereas the City of Lockport Common Council wishes to designate a Labor Standards Officer to oversee the labor portion of the implementation of the Public Facilities Project, and

Resolved that Heather Peck, President and CEO of the GLDC, is hereby appointed and designated as the Labor Standards Officer for the Public Facilities Project.

Seconded by Alderman _____ and adopted. Ayes _____

061423.9

By Alderman: _____

Whereas the City of Lockport is committed to ensuring the safety and well-being of its residents and visitors; and

Whereas there has been an observed increase in speeding, failure to comply with stop signs and red lights, and the unauthorized use of off-road vehicles within the city limits; and

Whereas it is imperative to take immediate action to address these traffic-related concerns and promote a safer environment for all community members;

Now, therefore, be it resolved by the City Council of Lockport that the Lockport Police Department (LPD) shall assign additional officers to strategic locations, including high-traffic areas, intersections prone to violations, and areas identified as hotspots for off-road vehicle activities to better enforce traffic laws, issue citations, and educate the public on the importance of adhering to traffic regulations; and

Now, therefore, be it resolved that the LPD is encouraged to collaborate with other relevant city departments, such as Public Works and Engineering, to identify and implement traffic-calming measures where appropriate, such as speed bumps and signage; and

Now, therefore, be it resolved that the FY 2023 General Fund operating budget is amended as follows:

Expenditures

Decrease		
A.1900.54775	Contingency	\$20,000
Increase		
A.3120.51100	Overtime	\$20,000

Seconded by Alderman _____ and adopted. Ayes _____

061423.10 WITHDRAWN

061423.11

By Alderman Beakman:

Whereas Resolution 040721.8 established a Park Revitalization Program (H206) in the Capital Budget; and

Whereas the City has compiled three quotes for the design and printing of a banner for the fence at the Outwater Park baseball field and has recommended to move forward with the lowest bidder; now, therefore, be it

Resolved that the City of Lockport Common Council hereby approves of the Mayor to enter into a contract, with Signworks Sportswear for a total of \$6,485.55 and utilize funds in the H206 capital project.

Seconded by Alderman _____ and adopted. Ayes _____

061423.12

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, June 28, 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

SARAH K. LANZO
City Clerk

City of Lockport

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

4/27/23, PAID on date 5/4/23
is approved at dollars, \$536,528.43
Civil Service Mary Pat Albert

Pay Day Register

Pay Date Range 04/14/23 - 04/27/23

Pay Batch 5/4/23

Pay Batch 5/4/23 Total

Employees in Pay Batch 220

Female Employees in Pay Batch 53

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,720.60	Gross	536,528.43	Health Ins 298 Class 2 Family	26,975.19 .00
BERV - Bereavement	53.0000	1,146.43	Imputed Income		Health Ins 298 Class 2 Single	9,006.13 .00
CMPE 1.0 - Comp Earned @ 1.0	262.8750	.00	Federal	59,901.15	Health Ins 298 Class 3 Family	83,233.67 .00
CMPE 1.5 - Comp Earned @ 1.5	.5000	.00	FICA	32,719.71	Health Ins 298 Class 3 Single	9,071.10 .00
CMPU - Comp Time Used	469.7500	14,107.29	Medicare	7,652.21	Health Ins 298 Class 4 Family	4,375.19 .00
COVID - CORONA VIRUS HOUR	24.0000	590.34	New York State	25,168.65	Health Ins 298 Class 4 Single	1,217.83 .00
EDAY - Extra Day	176.0000	6,202.30	457 % Deduction	6,193.89	Total	\$133,879.11
FHDB - Floating Holiday Buy Out	120.0000	4,396.82	457 Flat Dollar Deduction	11,155.38		
FHDU - Floating Holiday Used	246.0000	7,889.17	AFLAC POSTTAX	233.75	Workers' Comp	Gross Base
FLSA - FLSA	.0000	350.55	AFLAC PRETAX	415.06	Workers Compensation - General	22,201.90 415,020.93
FMLN - FMLA Leave without Pay	96.0000	.00	ALLSTATE POSTTAX	760.74	Workers Compensation - Sewer	2,545.41 41,760.93
HOL - Holiday	(14.0000)	(349.92)	ALLSTATE PRETAX	632.70	Workers Compensation - Water	2,441.04 42,737.41
LONG - Longevity Payment	.0000	2,948.82	Child Support	421.00	Workers Compensation 50%	965.30 8,612.45
MILI - Military Time	32.0000	993.52	Child Support - Maine	410.00	Total	\$28,153.65
OOT - Out of Title	417.0000	15,346.63	COLONIAL LIFE POSTTAX	55.40		
OT 1.0 - Overtime at Straight 1.0	24.0000	997.00	FSA PRETAX	613.53	Direct Deposits	Amount
OT 1.5 - Overtime @ 1.5	983.5000	46,193.59	Health Ins 298 Class 2 Family	2,239.20	Alden State Bank	1,340.48
PRSE - Personal Earned	21.0000	.00	Health Ins 298 Class 2 Single	902.38	Bancorp Bank	1,549.71
PRSU - Personal Used	192.5000	5,984.69	Health Ins 298 Class 3 Family	1,164.08	Bank of Akron	4,258.60
REG - Regular	13,157.7500	393,123.66	Health Ins 298 Class 3 Single	586.38	Bank of America	7,599.11
REG PT - Regular Part Time	265.7500	7,389.68	Health Ins 298 Class 4 Family	380.45	BANK OF AMERICA (2)	1,427.31
RETRO - Retroactive Pay	.0000	(58.39)	Health Ins 298 Class 4 Single	135.31	BANK OF AMERICA (4)	1,254.41
RGS - Regular - Salary	70.0000	.00	L&M LIFE	24.68	Bank on Buffalo	2,448.55
SAL - Salary	.0000	3,806.51	NEW YORK LIFE	301.38	Chase	2,255.60
SAL PT - Salary Part Time	.0000	1,865.37	Pearl Insurance through CSEA	229.51	Chase Bank	1,184.84
SCKE - Sick Earned	(10.0000)	.00	RET ERS LOANS	2,068.06	Chime	100.00
SCKU - Sick Used	415.0000	10,768.64	RET PF ARREARS	21.39	Citizens Bank	12,971.34
STIP - Stipend	.0000	192.31	RET PF SEC 414H ARREARS	46.40	Cornerstone Comm FCU	119,863.00
VACU - Vacation Used	393.0000	10,922.82	Retire ERS Tier 6 <= \$100,000	392.90	Evans Bank	2,966.65
Total	17,555.6250	\$536,528.43	Retire ERS Tier 6 <=\$45,000	1,739.25	Financial Trust FCU	2,723.05
			Retire ERS Tier 6 <=\$45,000 OT	39.39	Five Star Bank	629.74
			Retire ERS Tier 6 <=\$55,000	922.46	Key Bank	27,766.10
			Retire ERS Tier 6 <=\$55,000 OT	118.58	KEY BANK (2)	1,409.54
			Retire ERS Tier 6 <=\$75,000	817.23	Key Bank (Formerly FNB)	16,931.76
			Retire PFRS <= \$55,000	1,369.20	Lockport School's FCU	1,541.36
			Retire PFRS Tier 6 <= \$100,000	1,748.66	M&T Bank	56,406.13
			Retire PFRS Tier 6 <= \$75,000	1,648.69	Navy FCU	3,299.45
			Retire PFRS Tier 6 <=	200.64	Niagara Regional FCU	1,689.72
			Retire PFRS Tier 6 <=\$45,000	838.51	Niagara's Choice FCU	39,408.74

City of Lockport

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 5/11/23. PAID on date 5/12/23 is approved at dollars, \$537,021.02
Civil Service Mary Atwood

Pay Day Register

Pay Date Range 04/28/23 - 05/11/23
 Pay Batch 5/18/23

Pay Batch 5/18/23 Total

Employees in Pay Batch 220

Female Employees in Pay Batch 53

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,720.60	Gross	537,021.08	Health Ins 298 Class 2 Family	26,975.19
BERV - Bereavement	56.0000	2,134.78	Imputed Income		Health Ins 298 Class 2 Single	9,006.13
CMPE 1.0 - Comp Earned @ 1.0	192.3750	.00	Federal	59,841.83	Health Ins 298 Class 3 Family	83,233.67
CMPE 1.5 - Comp Earned @ 1.5	1.5000	.00	FICA	32,735.14	Health Ins 298 Class 3 Single	9,364.27
CMPU - Comp Time Used	202.7500	6,342.89	Medicare	7,655.74	Health Ins 298 Class 4 Family	4,375.19
EDAY - Extra Day	192.0000	6,660.58	New York State	25,077.64	Health Ins 298 Class 4 Single	1,217.83
FHDE - Floating Holiday Earned	424.3400	.00	457 % Deduction	6,111.14	Total	\$134,172.28
FHDU - Floating Holiday Used	360.0000	10,888.17	457 Flat Dollar Deduction	11,085.38		
FLSA - FLSA	.0000	517.86	AFLAC POSTTAX	233.75	Workers' Comp	
FMLN - FMLA Leave without Pay	80.0000	.00	AFLAC PRETAX	415.06	Workers Compensation - General	24,546.20
LONG - Longevity Payment	.0000	3,898.82	ALLSTATE POSTTAX	760.74	Workers Compensation - Sewer	2,787.83
MILI - Military Time	56.0000	2,184.31	ALLSTATE PRETAX	632.70	Workers Compensation - Water	2,673.52
OOT - Out of Title	570.0000	20,145.35	Child Support	421.00	Workers Compensation 50%	965.30
OOT OT 1.5 - Out of Title OT at	5.0000	183.46	Child Support - Maine	410.00	Total	\$30,972.85
OT 1.0 - Overtime at Straight 1.0	8.0000	286.29	COLONIAL LIFE POSTTAX	55.40		
OT 1.5 - Overtime @ 1.5	978.0000	46,796.34	Firefighter Life Ins	101.67	Direct Deposits	
PRSU - Personal Used	178.0000	6,008.60	FSA PRETAX	536.61	Alden State Bank	1,428.51
REG - Regular	13,024.2500	385,773.27	Health Ins 298 Class 2 Family	2,239.20	Bancorp Bank	1,792.81
REG PT - Regular Part Time	280.2500	7,605.51	Health Ins 298 Class 2 Single	902.38	Bank of Akron	2,632.29
RET REF1 - Ret Refund Contrib &	.0000	270.79	Health Ins 298 Class 3 Family	1,164.08	Bank of America	6,424.45
RETRO - Retroactive Pay	.0000	(37.89)	Health Ins 298 Class 3 Single	638.12	BANK OF AMERICA (2)	1,427.31
RGS - Regular - Salary	70.0000	.00	Health Ins 298 Class 4 Family	380.45	BANK OF AMERICA (4)	1,076.95
SAL - Salary	.0000	3,806.51	Health Ins 298 Class 4 Single	135.31	Bank on Buffalo	2,677.53
SAL PT - Salary Part Time	.0000	1,865.37	L&M LIFE	24.68	Chase	2,255.60
SCKE - Sick Earned	1,949.2500	.00	NEW YORK LIFE	301.38	Chase Bank	1,184.82
SCKU - Sick Used	393.0000	10,833.50	RET ERS LOANS	1,953.00	Chime	100.00
STIP - Stipend	.0000	192.31	RET ERS SEC 414H ARREARS	18.14	Citizens Bank	12,171.53
VACB - Vacation Buy Out	40.0000	1,549.64	RET PF SEC 414H ARREARS	119.16	Cornerstone Comm FCU	126,162.88
VACE - Vacation Earned	148.5072	.00	Retire ERS Tier 6 <= \$100,000	392.90	Evans Bank	3,127.34
VACU - Vacation Used	564.0000	17,394.02	Retire ERS Tier 6 <= \$45,000	1,741.66	Financial Trust FCU	1,804.84
Total	19,933.2222	\$537,021.08	Retire ERS Tier 6 <= \$45,000 OT	54.93	Five Star Bank	676.58
			Retire ERS Tier 6 <= \$55,000	981.23	Key Bank	29,738.32
			Retire ERS Tier 6 <= \$55,000 OT	74.50	KEY BANK (2)	1,767.60
			Retire ERS Tier 6 <= \$75,000	821.75	Key Bank (Formerly FNB)	17,575.97
			Retire PFRS <= \$55,000	1,368.75	Lockport School's FCU	1,470.44
			Retire PFRS Tier 6 <= \$100,000	1,746.15	M&T Bank	59,897.47
			Retire PFRS Tier 6 <= \$75,000	1,565.51	Navy FCU	3,317.32
			Retire PFRS Tier 6 <=	395.52	Niagara Regional FCU	1,636.01
			Retire PFRS Tier 6 <= \$45,000	838.51	Niagara's Choice FCU	38,793.08

City of Lockport

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
5/25/23, PAID on date 6/1/23
is approved at dollars \$ 540,045.25
Civil Service Mary Ann St. Louis

Pay Day Register

Pay Date Range 05/12/23 - 05/25/23
Pay Batch 6/1/23

Pay Batch 6/1/23 Total

Employees in Pay Batch 221

Female Employees in Pay Batch 53

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,720.60	Gross	540,045.25	Health Ins 298 Class 2 Family	26,975.19 .00
BERV - Bereavement	16.0000	563.32	Imputed Income		Health Ins 298 Class 2 Single	9,041.52 .00
CMPE 1.0 - Comp Earned @ 1.0	212.0000	.00	Federal	60,466.86	Health Ins 298 Class 3 Family	81,293.49 .00
CMPE 1.5 - Comp Earned @ 1.5	7.2500	.00	FICA	32,941.54	Health Ins 298 Class 3 Single	9,364.27 .00
CMPU - Comp Time Used	534.7500	18,629.46	Medicare	7,704.19	Health Ins 298 Class 4 Family	4,375.19 .00
COVID - CORONA VIRUS HOUR	40.0000	1,896.00	New York State	25,239.32	Health Ins 298 Class 4 Single	1,217.83 .00
EDAY - Extra Day	176.0000	6,229.34	457 % Deduction	7,222.82	Total	\$132,267.49
FHDU - Floating Holiday Used	304.0000	9,008.22	457 Flat Dollar Deduction	10,685.38		
FLSA - FLSA	.0000	234.36	AFLAC POSTTAX	233.75	Workers' Comp	Gross Base
FMLN - FMLA Leave without Pay	80.0000	.00	AFLAC PRETAX	415.06	Workers Compensation - General	25,373.60 415,154.36
LONG - Longevity Payment	.0000	3,248.82	ALLSTATE POSTTAX	760.74	Workers Compensation - Sewer	2,666.62 42,548.57
MILI - Military Time	54.0000	1,155.36	ALLSTATE PRETAX	632.70	Workers Compensation - Water	2,557.28 38,949.80
OOT - Out of Title	680.0000	27,378.34	Child Support	421.00	Workers Compensation 50%	896.35 8,230.00
OT 1.0 - Overtime at Straight 1.0	21.0000	763.72	Child Support - Maine	410.00	Total	\$31,493.85
OT 1.5 - Overtime @ 1.5	1,249.7500	55,562.64	COLONIAL LIFE POSTTAX	55.40		
PRSU - Personal Used	169.5000	6,108.14	FSA PRETAX	536.61	Direct Deposits	Amount
REG - Regular	12,345.5500	359,449.57	Health Ins 298 Class 2 Family	2,239.20	Alden State Bank	1,417.51
REG PT - Regular Part Time	230.0000	6,684.13	Health Ins 298 Class 2 Single	866.99	Amherst Federal Credit Union	470.04
REGS - Regular Seasonal	62.5000	887.50	Health Ins 298 Class 3 Family	1,164.08	Bancorp Bank	1,564.02
RETRO - Retroactive Pay	.0000	(58.39)	Health Ins 298 Class 3 Single	638.12	Bank of Akron	2,289.50
RGS - Regular - Salary	70.0000	.00	Health Ins 298 Class 4 Family	380.45	Bank of America	6,065.50
SAL - Salary	.0000	3,806.51	Health Ins 298 Class 4 Single	135.31	BANK OF AMERICA (2)	1,508.82
SAL PT - Salary Part Time	.0000	1,865.37	L&M LIFE	24.68	BANK OF AMERICA (4)	1,394.78
SCKU - Sick Used	591.0000	16,836.10	NEW YORK LIFE	301.38	Bank on Buffalo	2,479.26
STIP - Stipend	.0000	192.31	Pearl Insurance through CSEA	229.51	Chase	2,255.60
VACU - Vacation Used	572.0000	17,883.83	RET ERS LOANS	1,953.00	Chase Bank	1,289.63
Total	17,575.3000	\$540,045.25	RET ERS SEC 414H ARREARS	18.14	Citizens Bank	11,336.57
			RET PF SEC 414H ARREARS	119.16	Cornerstone Comm FCU	120,214.27
			Retire ERS Tier 6 <= \$100,000	392.90	Evans Bank	3,007.49
			Retire ERS Tier 6 <= \$45,000	1,699.45	Financial Trust FCU	1,742.28
			Retire ERS Tier 6 <= \$45,000 OT	97.81	Five Star Bank	756.21
			Retire ERS Tier 6 <= \$55,000	910.43	Key Bank	29,309.10
			Retire ERS Tier 6 <= \$55,000 OT	71.28	KEY BANK (2)	2,152.30
			Retire ERS Tier 6 <= \$75,000	816.88	Key Bank (Formerly FNB)	18,410.55
			Retire PFRS <= \$55,000	1,368.75	Lockport School's FCU	1,425.58
			Retire PFRS Tier 6 <= \$100,000	1,749.77	M&T Bank	59,497.34
			Retire PFRS Tier 6 <= \$75,000	1,590.26	Navy FCU	3,692.82
			Retire PFRS Tier 6 <=	197.60	Niagara Regional FCU	1,729.95
			Retire PFRS Tier 6 <= \$45,000	838.51	Niagara's Choice FCU	40,876.45

Sarah K Lanzo
City Clerk
One Locks Plaza
Lockport, New York 14094
June 8, 2023

Dear Ms Lanzo,

On behalf of the Niagara Celtic Heritage Society, Inc., an educational 501(c)3, I would like to ask permission from the City of Lockport to display a banner in the city. The location would be in front of the Town & Country Club of Lockport on East Avenue.

Our society's annual fundraiser/outreach event is the Niagara Celtic Heritage Festival & Highland Games. The Festival will take place on September 16th and 17th at the Niagara County Fairgrounds (Cornell Cooperative Extension – Niagara). The banner would be promoting the Festival and the dates. We understand that we will need to update the banner used in 2022, that will meet your specifications, in terms of size and strength, and will work with the local company, D & T Graphics, to have that ready by the third week of August, if granted permission by the City.

If you have any questions about our organization, please see our website: www.niagaraceltic.com. If you have questions about the Festival or the banner, please call me at 716.345.0050 or 716.778.5730. Thank you for your time.

Sincerely yours,



Beth Ann Banks
Festival Director
Board member, Niagara Celtic Heritage Society, Inc.

STATE OF NEW YORK
CITY OF LOCKPORT; COUNTY OF NIAGARA

RECEIVED

JUN 05 2023

Mark R. Danna
145 Autumnvale Drive
Lockport, NY 14094

CITY CLERK OFFICE

Claimant

vs.

NOTICE OF CLAIM

CITY OF LOCKPORT

TO: THE CITY OF LOCKPORT

1. The post office address of the claimant, MARK R. DANNA, is 145 Autumnvale Drive, Lockport NY 14094.

2. The nature of the claim is that there is a massive oak tree on the north side of my property, on the City of Lockport Right of Way adjacent to Bob-O-Link Drive. The tree is incredibly overgrown and limbs are constantly falling into my yard and the street.

Additionally, the tree's roots are so large I cannot grow any grass in the vicinity of the tree. The tree also constantly sheds debris into my gutters, keeping them clogged at all times.

3. The tree appears to be at the end of its life cycle and is causing damage to my property with no end in sight.

4. Along with the aforementioned issues, I am fearful that the tree may actually fall on my house, causing thousands of dollars of damage which will not be covered by my homeowners insurance as the insurance companies always deny coverage stating it was an "Act of God".

THE UNDERSIGNED therefore presents this Notice of Claim and requests that the tree be removed as soon as possible to prevent further property damage or severe bodily injury.

May 31, 2023
Lockport, NY 14094

A handwritten signature in dark ink, appearing to read 'Mark R. Danna', is written over a horizontal line.

MARK R. DANNA
145 Autumnvale Drive
Lockport, New York 14094
(716) 434-4132
mdannalaw@aol.com

assess/complaint

RECEIVED

MAY 30 2023

CITY CLERK OFFICE

May 15, 2023

Re: 16 Alabama Place
Lockport, NY 14094

To Whom It May Concern,

I am following up from a letter dated June 18, 2021 that had been provided to the City of Lockport. Please assess the tree on our property located at 16 Alabama Place. In the year 2020, the city cut down a large branch that was dead. In the letter dated June 18, 2021, there were concerns noted that the tree was dying, especially where the dead tree limb was cut. Two years later, the entire tree now appears to be dead. Please contact us at either (716) 998-3354 or (716) 998-3354 to provide an update if the tree will need to be cut down by the city and when the plans are to do so. We can also be reached via email at: jude2marte@gmail.com

Best,

Marty C. Jeziorski
Marty Jeziorski

Judy Jeziorski
Judy Jeziorski

Travis R. Krupinski
19 cave Street
Lockport, NY 14094

RECEIVED

JUN 01 2023

CITY CLERK OFFICE

Attn: City Clerk
Lockport city hall
1 Lockport Plz
Lockport, NY 14094

Dear City Clerk,

My name is Travis Krupinski. I own the home at 19 Cave Street in the city of Lockport. I have a safety concern with the tree in front of my house between the sidewalk and the road.

The tree is in terrible shape. It has broken limbs and branches throughout the entire tree. Many of the branches have been knocked off during the windstorms. Portions of the tree seem to be dead. . The roots are very large and are affecting the sidewalk.

Two of the sections of the sidewalk are being raised by the root system. This is dangerous for any pedestrians when walking on those sections of sidewalk. Also, another section of the sidewalk has very large cracks caused by the root system and presents a danger.

I ask that you consider this particular tree to be taken down for the safety of those that walk on this stretch of sidewalk and road.

Thank you in advance.

Sincerely,

Travis R. Krupinski
716-778-4560

Employee Anniversary ²
Report

June

Employee	Primary Department	Date	Years
1019 Cole, Daniel T	Public Works	06/15/1994	29
1120 Prica, Joseph M	Fire Department	06/17/1996	27
1125 Ruchala, Chad E	Fire Department	06/23/1997	26
1186 Saraf, Jeffery W	Fire Department	06/15/1998	25
1158 Fiegl, Joshua T <i>Electrician</i>	Public Works	06/23/2003	20
1076 Cepuchowski, Heather	Police Department	06/30/2016	7
1205 Geier, Andrew J <i>Water Treatment Operator</i>	Water Filtration	06/05/2018	5
1149 Cocco, Mark <i>Sr w/s maint. Worker</i>	Water Distribution	06/15/2018	5
1150 Volmy, Willfredrick <i>Sr w/s maint. Worker</i>	Water Distribution	06/22/2018	5
1331 DiCenso, Sergio A	Fire Department	06/26/2020	3
1435 Harris, Andrew D	Building Maintenance	06/25/2021	2
1436 Poole, David J	Water Distribution	06/25/2021	2
1437 Ciliberto-Laubacker, Marissa N	Water Filtration	06/28/2021	2
1484 Winslow, Brian C	Building Inspection Department	06/06/2022	1
1486 Alexander, Tyler L	Waste Water Department	06/10/2022	1
1407 Lawson, Robert M	Water Distribution	06/13/2022	1
1487 Harris, William J	Public Works	06/29/2022	1
Total Employees 17			

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Monday, May 22, 2023 9:44 AM
To: admin@godsvoiceministries.com
Cc: 'Deputy City Clerk'
Subject: RE: [EXTERNAL] 3rd Annual Community in Unity - Saturday August 12 - 12 noon - 6 pm - Altro Park

Good Morning Terry,

Thank you for the email. I will proceed with the Resolution for the event. I see that you have the pavilion secured for this event – thank you!

We will need to receive a Certificate of Insurance naming the City of Lockport as additional insured prior to your event.

Thank you for your email – this resolution will be reviewed in an upcoming meeting and we will send you the confirmation following that.

*Best,
 Sarah Lanzo*



Sarah K. Lanzo
 City Clerk
 Phone: (716) 439-6674
 Fax: (716) 439-6702
 cityclerk@lockportny.gov

From: admin@godsvoiceministries.com <admin@godsvoiceministries.com>
Sent: Friday, April 28, 2023 11:42 AM
To: 'Paul Oates' <poates@lockportny.gov>
Cc: sarah@GodsVoiceMinistries.com
Subject: [EXTERNAL] 3rd Annual Community in Unity - Saturday August 12 - 12 noon - 6 pm - Altro Park

Paul, we are planning to do our community outreach – Community in Unity – our 3rd year, on Saturday August 12th this year.

Can you help me submit the proper documents to get this done?

I appreciate all of your help in years past, and appreciate any help you can provide for us this year!

City of Lockport - Resolution Request Form

Agenda Description: Authorize Purchases from FX Infrastructure Fund

Presented By: Dennis McNamara

Date Submitted: 6/1/2023

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

✓

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

The Chief Water Treatment Plant Operator has requested to use the FX Infrastructure fund for some project purchases and infrastructure improvements and new maintenance. A full list of estimates will be provided on the week of June 5th.

Explanation of Attachments:

(1) quotes for services

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____

Clerk/Legal/Finance Approval:

Notes:

For Pharos estimate, costs are in contract NY State Contract #PC67243.

Name: Tim Russo

Date of Approval: 6/5/2023

Whereas, the City of Lockport's Water Filtration department has requested that the City pursue expanded maintenance provisions to improve (1) turbidity meter systems, (2) generator belts, and (3) river intake precaution measures; and

Whereas, the Chief Water Treatment Plant Operator has compiled quotes for said services, with the turbidity costs contained in NY State Contract #PC67243 and the remaining items falling under the existing procurement guidelines; now there fore be it

Resolved, that the City of Lockport Common Council hereby authorizes \$26,189.93 to be used in funding from the H204 capital project (FX Infrastructure Improvements) for Hatch, Pen Power Systems, and Pharos Marine Automatic Power.



Be Right™

Quotation

Quote Number: 100920804v1

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 06/05/2023

Quote Expiration: 08/04/2023

CITY OF LOCKPORT
WATER DEPT
1 LOCKS PLZ
LOCKPORT, NY 14094-3640

Name: DENNIS MCNAMARA
Phone: (716) 439-6726
Email: dmcnamara@lockportny.gov

Customer Account Number : 162953
Customer Quote Reference: NY State Contract #PC67243

Sales Contact: Dominic Attardi Email: dattardi@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV525.99E11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, US plug. Standard lead time 10 days.	2	3,024.46	6,048.92
2	LXV445.99.11112	TU5 Series® TU5300sc Low Range Laser Turbidimeter with System Check, EPA Version. Standard lead time 25 days.	2	3,045.80	6,091.60
3	8572700	CL17sc Colorimetric Chlorine Analyzer with Standpipe Installation Kit and Reagents for Free Chlorine	2	3,225.25	6,450.50
4	8573100	CL17sc Cell Cleaning Kit. Standard lead time 10 days.	2	20.90	41.80
5	LZY907.97.00002	Maintenance Kit for TU5300sc and TU5400sc Laser Turbidimeter, with RFID Sealed Vials. Standard lead time 5 days.	1	1,585.95	1,585.95
6	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 5 days.	2	47.68	95.36
				Grand Total	\$ 20,314.13

TERMS OF SALE

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), Incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's Issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require : 1). A statement of Intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Dominic Attardi
Title: Regional Sales Manager
Phone: 800-227-4224
Email: dattardi@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com


Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

 <u>Hach Service</u>	<u>Pick&Ship™</u>	<u>Technical Support</u>
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk 	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them 	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com
www.hach.com/service-contracts	www.Hach.com/pickandship	www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 6/3/2023						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 6/3/2023
\$0.00 - \$49.99	\$10.00	\$25.01	\$46.64	\$40.14	\$76.30	\$8.00
\$50.00 - \$149.99	\$12.00	\$35.37	\$66.74	\$50.72	\$96.42	\$8.00
\$150.00 - \$349.99	\$14.00	\$37.35	\$76.08	\$51.51	\$98.85	\$8.00
\$350.00 - \$649.99	\$16.00	\$41.84	\$83.20	\$52.30	\$101.27	\$8.00
\$650.00 - \$949.99	\$16.00	\$50.69	\$104.55	\$61.58	\$119.19	\$8.00
\$950.00 - \$1,999.99	\$28.00	\$59.54	\$125.90	\$70.86	\$137.10	\$8.00
\$2,000.00 - \$3,999.99	\$28.00	\$73.62	\$153.60	\$84.76	\$164.64	\$8.00
\$4,000.00 - \$5,999.99	\$50.00	\$87.69	\$181.30	\$98.66	\$192.18	\$8.00
\$6,000.00 - \$7,999.99	\$60.00	\$101.39	\$209.64	\$110.51	\$213.06	\$8.00
\$8,000.00 - \$9,999.99	\$90.00	\$151.46	\$295.96	\$162.06	\$307.35	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usagetaxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Date of Proposal: 05/18/2023 **Proposal #:** 22C8-A904-JRF
Proposal Urgency: Critical to Operation

Customer: City of Lockport Water Dept.-Filtration Plant
220 Summit Street
Lockport, NY 14094
(716) 433-1647

Customer #: 63537
Attn: Dennis McNamara (DMCNAMARA@LOCKPORTNY.GOV)

Thank you for allowing Penn Power Systems the opportunity to quote your service needs. In regard to our recent service technician's report, the following is recommended:

1070KW DETROIT - SUMMIT STREET

Additional work is recommended to remove and replace the serpentine belt due to wear(stretching), also replace all 4 air filters due to age(2009) and condition.

Total Price: \$2,850.80

Total price includes all parts, labor, and travel expenses to complete the above recommendations. Price excludes the following, applicable taxes, inbound or outbound freight, diagnostics, core charges (pending manufactures inspection), or major castings and hard parts unless otherwise expressly defined in the above recommendations.

The above proposal is an estimate of costs. Actual costs may vary depending upon work scope definition. This quote is valid for 30 days. Penn Power Systems Standard Terms and Conditions apply. All work is to be performed during standard business hours of Monday through Friday 7am to 5 pm.

To proceed with these recommendations, please forward a Purchase Order or Credit Card and this signed proposal to the below contact. We appreciate this opportunity to serve you.

Best Regards,

Jim R Fox
350 Bailey Avenue
Buffalo, NY 14210
P: 716-822-0051

Accepted by: _____ PO# _____ Date: _____

Pharos Marine Automatic Power (Louisiana), Inc.

198 Technology Lane

Gray, Louisiana 70359

Phone : +1.985.223.8700

www.automaticpower.com

sales@automaticpower.com

QUOTATION

QUOTATION #: A230597.R1

Date: 5/16/2023

Pages: 2

SALESMAN

Renard "Rob" Robinson

rob@automaticpower.com

TO:	Customer	LOCKPORT CANAL FALLS
	Address	LOCKPORT NEW YORK
	Name	DENNIS MCNAMARA
	Subject	PHAROS MARINE AUTOMATIC POWER OEM REPLACEMENT PARTS

PHAROS MARINE AUTOMATIC POWER (LOUISIANA), INC. IS PLEASED TO QUOTE THE FOLLOWING:

ITEM	QTY	PART NO	DESCRIPTION	UNIT	EXTEND
1	1	CSKIDW-XXX	PMAPI CLASS C SKID ASSMEBLY, ALUMINUM WITH LOCKABLE LID BATTERY BOX, 4FT STANCHION PEDESTAL, MODEL FA249 LANTERN W/PMAPI STABRITE 1X4 WHITE FLASHER, 12VOLT/20WATT SOLAR PANEL W/ALUM BRACKET, APB-12/110 BATTERY, EXTERNAL PHOTOCELL FOR DAY/NIGHT OPERATION / MARINE SHIPBOARD CABLING, CONNECTORS, USCG APPROVED ZONE CLASS C / FLASH CODE / RANGE TO BE CONFIRMED AT ORDER PLACEMENT	\$3,250.00	\$3,250.00
2	1	FA249DC-LED-XXX	PHAROS MARINE AUTOMATIC POWER MODEL FA-249-DC MARINE LANTERN TO INCLUDE LEXAN 155MM WHITE LENS, PMAPI AM-14 STABRITE ELECTRONICS W/ 1X4 WHITE LED ARRAY, SEALED EXTERNAL PHOTOCELL 10-30VOLT DC INPUT UNIT TO BE PROGRAMMED AS PER CUSTOMER REQUEST	\$1,750.00	\$1,750.00
3	2	8084 0154-WFL	PHAROS MARINE AUTOMATIC POWER MODEL STABRITE LED FLASHER, AM-14, 10-30VDC INPUT RANGE, 1X4 WHITE LED ARRAY, INTERNAL SOLAR CHARGER REGULATOR, REVERSE POLARITY PROTECTION, STAINLESS MOUNTING BRACKET, MEETS USCG 33CFR66 & 33CFR 67 AS INSTALLED IN PMAPI LANTERNS AND APPLICATION, FLASHER PROGRAMMING TO BE CONFIRMED AT ORDER PLACEMENT	\$895.00	\$1,790.00
4	1	9001 0317	PHAROS MARINE AUTOMATIC POWER LANTERN PARTS / EXTERNAL PHOTOCELL, BLACK, 3/4" THREADED SEALED BODY WITH 2 WIRE LEAD	\$85.00	\$85.00
5	2	4065 3505	PMAPI MODEL APB 12/110 BATTERY, AGM TECHNOLOGY, HIGH ENERGY OUTPUT, SEALED, MAINTENANCE FREE, SEALED EPOXY COATED INTERNALLY THREADED CONNECTIONS, AMP HOUR RATES (110Ah@ c/100 , 105Ah@c/20), OPTIMAL TEMP RANGE (-40F - +140F), CHARGE VOLTAGE SETTINGS (2.3-2.43vpc) FLOAT/STANDBY (2.23-2.26vpc)	\$375.00	\$750.00
6	1	4022 0139 + 8010 1285	PMAPI MODEL SLP-1212C1D2 ASSY TO INCLUDE 12VOLT, 12WATT SOLAR PANEL, ALUMINUM BRACKET TO MOUNT ON STAND, 6FOOT OF CABLING, CABLE GLAND, GLAND SEALING RING, FULLY ASSEMBLED.	\$225.00	\$225.00
7	1	PACKING	MATERIALS FOR PACKING SHIPMENT, PALLETIZING	\$175.00	TBD
COMMERICAL INFORMATION					
		NOTES:	N/A		
		LEAD	CURRENT LEAD TIME IS 2-4 WEEKS ARO		
		TERMS	CUSTOMER TO PROVIDE 100% PRE-PAYMENT	TBD	
		SHIPPING & HANDLING	PP&A - ESTIMATED SHIPPING & HANDLING CAN BE QUOTED AT CUSTOMERS REQUESTED	PP&A	
Due to the current state of manufacturing limitations, global supply chain variations and shipping/transit issues, PMAPI can only give a best guess estimate on lead times. We will do everything possible to provide said order after submittal of a PO/Payment terms/ Commercially correct order has been established to proceed with any order and its requirements.					
Sub - Total (Less Fees, Taxes, Duties, Tariffs, Freight, etc unless otherwise noted above)					\$7,850.00

TERMS AND CONDITIONS

SHIPPING TERMS	DELIVERY	PAYMENT TERMS	VALIDITY
EX-works (domestic packed) and shipped from PMAPI	SEE TERMS ABOVE	SEE TERMS ABOVE	30 Days

Pharos Marine Automatic Power, Inc. reserves the right to re-quote should quantity, urgency of delivery, freight terms, or description and/or content of the equipment quoted herein change in any way. Should any of these circumstances occur, Pharos Marine Automatic Power, Inc. will not be bound to honor the price(s) we have bid in this quotation. All items are subject to prior sale. Availability/Shipping date is at time of quotation and may be different at the time an order is placed. PMAPI will not be liable for any damages or penalties/late charges due to late shipment unless agreed to in writing at the time the order is placed.

Customer is responsible for all applicable taxes

If I can be of any further assistance on this offering, please contact me at +1-985-223-8700 and refer to

A230597.R

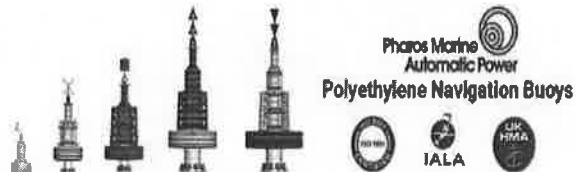
Quote : **1**

Warranty:

Pharos Marine Automatic Power Inc. warrants for a period of one year after shipment that the equipment or material of its manufacture is free



Regards,
 Renard "Rob" Robinson



Pharos Marine Automatic Power, Inc.
 Service Manager, / Technical Sales, North America & Gulf of Mexico



PMAPI Quotation #: **A230597.R1**

Industrial Member of International Association of Lighthouse Authorities

From: [Dennis McNamara](#)
To: ["Tim Russo"](#)
Subject: FW: [EXTERNAL] PMAPI QUOTES A230558 LOCKPORT NEW YORK - NAVAID EQUIPMENT QUOTE
Date: Thursday, June 8, 2023 2:47:11 PM
Attachments: [image001.png](#)
[A230558.R1 REPLACEMENT ATN PARTS.pdf](#)

Hi Tim,

Here is the last quote.

I need item # 3 at \$895 each total = \$1,790

I need item #5 at \$375 each total = \$750

I need item #6 at \$225 each total = \$225

I need item # 4 at \$85 each total = \$85

Item # 7 \$175

Grand total = \$3,025

This is for intake light in Niagara River

This is also proprietary.

Thanks
Dennis

From: Renard Robinson <rrobinson@automaticpower.com>
Sent: Wednesday, June 7, 2023 1:59 PM
To: Dennis McNamara <dmcnamara@lockportny.gov>
Subject: RE: [EXTERNAL] PMAPI QUOTES A230558 LOCKPORT NEW YORK - NAVAID EQUIPMENT QUOTE

Dennis –

Please see attached quote for our offerings.

We have not stock in 6volt solar panels and batteries and have gotten lead times of 6-8 weeks. Due to time frame of your needs I am offering you our 12volt native equipment which we can produce in a shorter lead time.

Let me know what you think.

Thanks

Trial Balance Listing

Through 06/12/23

Detail Balance Sheet Listing

Exclude Rollup Account

Account	Account Description	Balance Forward	MTD Debits	MTD Credits	Ending Balance	Prior Year MTD Balance
Fund H204 - Active, FX Infra. Improvements						
1200.13	Cash M&T Checking	80,930.93	.00	.00	80,930.93	118,695.67
3914	Assigned Appropriated Fund Balance	(83,652.97)	.00	.00	(83,652.97)	(108,203.36)
	Fund Expenses	2,722.04	.00	.00	2,722.04	.00
Fund H204 - Active, FX Infra. Improvements	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$10,492.31
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$10,492.31

City of Lockport - Resolution Request Form

Agenda Description: NYSLRS Pension Reporting

Presented By: Tim Russo

Date Submitted: 6/1/2023

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

✓

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

All elected or appointed employees who do not use a time sheet but are in the NYSLRS retirement system need to have an annual resolution to establish reportable work days and hours. This resolution does so for the 2023 year. There is only one current applicable employee.

Explanation of Attachments:

(1) time sheet submissions, (2) drafted form , (3) resolution

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: ☒

Clerk/Legal/Finance Approval:

Notes:

Name: Tim Russo

Date of Approval: 6/5/2023

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Wednesday, June 7, 2023 11:03 AM
To: 'Deputy City Clerk'
Subject: FW: [EXTERNAL] RE: City Resolution Request Process
Attachments: 2nd Public Hearing - Lockport Micro 2021 Legal Notice - DRAFT.docx; 2nd Public Hearing - Lockport Micro 2021 - Resolution - DRAFT.docx; 2nd Public Hearing - Lockport CARES Legal Notice - DRAFT.docx; 2nd Public Hearing - Lockport CARES - Resolution - DRAFT.docx; Lockport CARES -Designation of Labor Standards Officer Resolution - DRAFT.docx

See below

From: Chuck Bell <cbell@harrisonplacestudio.com>
Sent: Thursday, June 1, 2023 3:57 PM
To: cityclerk@lockportny.gov; 'Heather Peck' <hpeck@lockportdevelopment.org>
Subject: RE: [EXTERNAL] RE: City Resolution Request Process

Hi Sarah,

I've attached 3 draft resolutions and 2 corresponding notices for your review/consideration. They are as follows:

- Resolution and notice for the paper calling for the second public hearing for the open microenterprise program. Our hope would be to get this on the agenda for June 14th, so the hearing could be held June 28th (see highlighted date/time)
- Resolution and notice for the paper calling for the second public hearing for the open CARES Act program. Similarly hoping for the 14th and 28th
- Resolution naming Heather the Labor Standards Officer for the open CARES Act program. If this could make it on the agenda for the 14th, that would be great

This is a lot to throw at you, so please let me know if you have any questions or want to talk through any of this. I'll start filling out the form for each resolution too.

Thank you!
Chuck

Chuck Bell, President
the Harrison Studio
P.O. Box 473
Lockport, NY 14095

716.462.6600 (Office)
716.228.5439 (Cell)

Email: cbell@harrisonplacestudio.com

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

Sent: Thursday, June 1, 2023 2:57 PM

To: Chuck Bell <cbell@harrisonplacestudio.com>; 'Heather Peck' <hpeck@lockportdevelopment.org>

Subject: RE: [EXTERNAL] RE: City Resolution Request Process

Good afternoon everyone!

Thanks for the introduction Heather – I appreciate the opportunity!

Nice to meet you as well Chuck – please know that I am glad to provide whatever support I can.

I was actually thinking that – I appreciate the use of the form, but know that for those who have the knowledge and understanding of writing resolutions (and/or writing drafts!) that is VERY much appreciated!

I look forward to working with you – and will pass along the below information for the next meeting to be placeholders on the agenda!

Please feel free to “nudge” me if there is anything that I miss- all in the process of learning!

Try and stay cool today!

*Best,
Sarah*

From: Chuck Bell <cbell@harrisonplacestudio.com>

Sent: Thursday, June 1, 2023 2:01 PM

To: Heather Peck <hpeck@lockportdevelopment.org>; cityclerk@lockportny.gov

Subject: [EXTERNAL] RE: City Resolution Request Process

Thank you for the introduction, Heather.

Sarah, it's nice to meet you. I'll be sending over two requests in the next few days to call for second public hearings for ongoing CDBG projects/programs, and one that appoints Heather as the Labor Standards Officer for the CDBG project with the Dale (replacing Brian in the role). I'll fill out the form for each and also provide draft resolutions for your considerations.

Please don't hesitate to call or email with any questions (or if I've screwed anything up).

Thanks!
Chuck

Chuck Bell, President
the Harrison Studio

P.O. Box 473
Lockport, NY 14095

716.462.6600 (Office)
716.228.5439 (Cell)

Email: cbell@harrisonplacestudio.com

From: Heather Peck <hpeck@lockportdevelopment.org>
Sent: Thursday, June 1, 2023 1:55 PM
To: Chuck Bell <cbell@harrisonplacestudio.com>; cityclerk@lockportny.gov
Subject: Fw: City Resolution Request Process

Good afternoon Sarah and Chuck,

Sarah - I am writing to connect (and to introduce you) to Chuck Bell of the Harrison Studio. The GLDC partners with the Harrison Studio, an economic development consulting firm, on several grant programs including the Microenterprise Program, CARES Act, and others. As you know, as part of the requirements for those programs, the state requires us to conduct public hearings, pass resolutions, etc. and there a few that will need to placed on the council's agenda for their ~~consideration in the next coming weeks, and your assistance with these would~~ be greatly appreciated.

Chuck - per our conversation earlier today, I am passing along the city's new resolution request worksheet. Please see accompanying instructions in the email below.

Thank you both. Please let me know if I can be of assistance.

Best,
Heather Peck

Heather B. Peck

President/CEO
Greater Lockport Development Corporation
One Locks Plaza
Lockport, NY 14094
716-525-0620
hpeck@lockportdevelopment.org

From: bsmith@lockportny.gov <bsmith@lockportny.gov>
Sent: Wednesday, May 17, 2023 3:37 PM
To: Heather Peck <hpeck@lockportdevelopment.org>; 'Grace Platt' <grace@lockportmainstreet.com>
Subject: FW: [EXTERNAL] Resolution Request Process

FYI

From: Michelle Roman <romanforlockport@gmail.com>
Sent: Tuesday, May 16, 2023 7:35 PM
To: Jason Dool <jdool@lockportny.gov>; Timothy Russo <trusso@lockportny.gov>; City Clerk

CALLING FOR A PUBLIC HEARING REGARDING THE IMPLEMENTATION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the City of Lockport Common Council wishes to discuss the implementation of the City of Lockport Microenterprise Program that received Community Development Block Grant ("CDBG") funding from the New York State Office of Community Renewal (the "OCR"), and

WHEREAS, the Lockport Common Council is required to hold a public hearing to consider citizen comments regarding implementation of the program, be it

RESOLVED, that a public hearing be held on June 28, 2023, at 5:30 p.m. at City Hall, One Locks Plaza, Lockport, New York, before the City of Lockport Common Council, whereat all interested parties shall be heard regarding the CDBG program, and be it further

RESOLVED, that at least eight (8) days' notice of such hearing shall be given by the City Clerk by the due posting thereof on the City's website and by publishing such notice at least once in the official newspaper of the City.

Legal Notice of Public Hearing

PUBLIC HEARING

Office of Community Renewal Grant Program

PUBLIC NOTICE is given that the City of Lockport Common Council will hold a public hearing at City Hall, One Locks Plaza, Lockport, New York on June 28, 2023 at 6:30 p.m. to discuss the implementation of the City of Lockport Microenterprise Program that received Community Development Block Grant (CDBG) funding from the New York State Office of Community Renewal (Project #663ME985-21). The CDBG program is administered by the New York State Office of Community Renewal (OCR), and provides resources to eligible local governments for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. Comments related to the effectiveness of administration of the CDBG program will also be received at this time. The hearing facility is handicapped accessible. Written comments are invited and can be submitted by emailing to hpeck@lockportdevelopment.org using the subject line "Public Hearing". Written comments must be submitted no later than 4:00 p.m. on June 28, 2023.

Legal Notice of Public Hearing

PUBLIC HEARING

Office of Community Renewal Grant Program

PUBLIC NOTICE is given that the City of Lockport Common Council will hold a public hearing at City Hall, One Locks Plaza, Lockport, New York on June 28, 2023 at 5:30 p.m. to discuss the implementation of the City of Lockport Microenterprise Program that received Community Development Block Grant (CDBG) funding from the New York State Office of Community Renewal (Project #663ME985-21). The CDBG program is administered by the New York State Office of Community Renewal (OCR), and provides resources to eligible local governments for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. Comments related to the effectiveness of administration of the CDBG program will also be received at this time. The hearing facility is handicapped accessible. Written comments are invited and can be submitted by emailing to hpeck@lockportdevelopment.org using the subject line "Public Hearing". Written comments must be submitted no later than 4:00 p.m. on June 28, 2023.

Legal Notice of Public Hearing

PUBLIC HEARING

Office of Community Renewal Grant Program

PUBLIC NOTICE is given that the City of Lockport Common Council will hold a public hearing at City Hall, One Locks Plaza, Lockport, New York on June 28, 2023 at 6:30 p.m. to discuss the implementation of the City of Lockport CARES Business Restoration Fund and a public facilities project for The Dale Association, Inc. that received Community Development Block Grant (CDBG) funding from the New York State Office of Community Renewal (Project #663CVPF24-21). The CDBG program is administered by the New York State Office of Community Renewal (OCR), and provides resources to eligible local governments for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. Comments related to the effectiveness of administration of the business restoration fund and the public facilities project will also be received at this time. The hearing facility is handicapped accessible. Written comments are invited and can be submitted by emailing to hpeck@lockportdevelopment.org using the subject line "Public Hearing-CARES". Written comments must be submitted no later than 4:00 p.m. on June 28, 2023.

CALLING FOR A PUBLIC HEARING REGARDING THE IMPLEMENTATION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, The City of Lockport received Community Development Block (CDBG) funding from the New York State Office of Community Renewal (Project No. 663CVPF24-21) to implement the City of Lockport CARES Business Restoration Fund (the “Program”) and to provide public facilities funding to assist The Dale Association, Inc. (the “Public Facilities Project”), and

WHEREAS, the City of Lockport Common Council wishes to discuss the implementation of the Program and the Public Facilities Project, and

WHEREAS, the Lockport Common Council is required to hold a public hearing to consider citizen comments regarding implementation of the Program and the Public Facilities Project, be it

RESOLVED, that a public hearing be held on June 28, 2023, at 5:30 p.m. at City Hall, One Locks Plaza, Lockport, New York, before the City of Lockport Common Council, whereat all interested parties shall be heard regarding the Program and the Public Facilities Project, and be if further

RESOLVED, that at least eight (8) days’ notice of such hearing shall be given by the City Clerk by the due posting thereof on the City’s website and by publishing such notice at least once in the official newspaper of the City.

Legal Notice of Public Hearing

PUBLIC HEARING

Office of Community Renewal Grant Program

PUBLIC NOTICE is given that the City of Lockport Common Council will hold a public hearing at City Hall, One Locks Plaza, Lockport, New York on June 28, 2023 at 5:30 p.m. to discuss the implementation of the City of Lockport CARES Business Restoration Fund and a public facilities project for The Dale Association, Inc. that received Community Development Block Grant (CDBG) funding from the New York State Office of Community Renewal (Project #663CVPF24-21). The CDBG program is administered by the New York State Office of Community Renewal (OCR), and provides resources to eligible local governments for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. Comments related to the effectiveness of administration of the business restoration fund and the public facilities project will also be received at this time. The hearing facility is handicapped accessible. Written comments are invited and can be submitted by emailing to hpeck@lockportdevelopment.org using the subject line "Public Hearing-CARES". Written comments must be submitted no later than 4:00 p.m. on June 28, 2023.

RESOLUTION DESIGNATING LABOR STANDARDS OFFICER IN CONNECTION WITH
COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITIES FUNDING

WHEREAS, The City of Lockport received Community Development Block (CDBG) funding from the New York State Office of Community Renewal (Project No. 663CVPF24-21) to provide public facilities funding to assist The Dale Association, Inc. (the "Public Facilities Project"), and

WHEREAS, the City of Lockport entered into a Grant Agreement with the Greater Lockport Development Corporation ("GLDC") which provides for implementation of the CDBG funding and the Public Facilities Project by GLDC, and

WHEREAS, the City of Lockport Common Council wishes to designate a Labor Standards Officer to oversee the labor portion of the implementation of the Public Facilities Project, and

BE IT RESOLVED, that Heather Peck, President and CEO of the GLDC, is hereby appointed and designated as the Labor Standards Officer for the Public Facilities Project.

City of Lockport - Resolution Request Form

Agenda Description: Budget Amendment to Increase Police Presence

Presented By: Mayor/Council

Date Submitted: 5/31/2023

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

✓

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

Due to the decaying status of vehicle safety in the City, the Mayor and Council wish to present an option to increase overtime this summer for police oversight and presence.

Explanation of Attachments:

(1) Resolution, (2) Contingency printout.

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____

Clerk/Legal/Finance Approval:

Notes:

Funds available to

Name: Tim Russo

Date of Approval: 6/5/2023

WHEREAS, the City of Lockport is committed to ensuring the safety and well-being of its residents and visitors; and

WHEREAS, there has been an observed increase in speeding, failure to comply with stop signs and red lights, and the unauthorized use of off-road vehicles within the city limits; and

WHEREAS, it is imperative to take immediate action to address these traffic-related concerns and promote a safer environment for all community members;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lockport that the Lockport Police Department (LPD) shall assign additional officers to strategic locations, including high-traffic areas, intersections prone to violations, and areas identified as hotspots for off-road vehicle activities to better enforce traffic laws, issue citations, and educate the public on the importance of adhering to traffic regulations; and

NOW, THEREFORE, BE IT RESOLVED that the LPD is encouraged to collaborate with other relevant city departments, such as Public Works and Engineering, to identify and implement traffic-calming measures where appropriate, such as speed bumps and signage; and

NOW, THEREFORE, BE IT RESOLVED that the FY 2023 General Fund operating budget is amended as follows:

Expenditures

Decrease

A.1900.54775	Contingency	\$20,000
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Increase

A.3120.51100	Overtime	\$20,000
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Budget Performance Report

Date Range 01/01/23 - 06/05/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund A - General Fund									
EXPENSE									
Department 1900 - Special Items									
54775 Contingency		678,537.00	(71,703.00)	606,834.00	.00	.00	.00	606,834.00	0
Department 1900 - Special Items Totals		\$678,537.00	(\$71,703.00)	\$606,834.00	\$0.00	\$0.00	\$0.00	\$606,834.00	0%
EXPENSE TOTALS		\$678,537.00	(\$71,703.00)	\$606,834.00	\$0.00	\$0.00	\$0.00	\$606,834.00	0%
Fund A - General Fund Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		678,537.00	(71,703.00)	606,834.00	.00	.00	.00	606,834.00	0%
Fund A - General Fund Totals		(\$678,537.00)	\$71,703.00	(\$606,834.00)	\$0.00	\$0.00	\$0.00	(\$606,834.00)	
Grand Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		678,537.00	(71,703.00)	606,834.00	.00	.00	.00	606,834.00	0%
Grand Totals		(\$678,537.00)	\$71,703.00	(\$606,834.00)	\$0.00	\$0.00	\$0.00	(\$606,834.00)	



CITY OF LOCKPORT

One Locks Plaza
Lockport, New York 14094
(716) 439-6631
E-mail: trusso@lockportny.gov

TIM RUSSO
Director of Finance

~ *FINANCIAL OPINION MEMO* ~

To: Mayor and Common Council
From: Timothy Russo, Director of Finance
Date: 6/6/2023

Regarding: Personnel Title Amendment in Water Distribution
Data Used in Determination: New World Personnel Data, Budget Data
Other Parties Consulted / Referenced / Involved in Determination: Public Works Supervisor

The Public Works Supervisor in charge of Water Distribution has requested that an upcoming vacant position, a Water Maintenance Worker (AFSCME 5-3, budgeted at \$38,702) be amended to an HEO position (AFSCME 8-1, to be budgeted as \$38,396) to better fit the needs of the department.

Said amendment would produce a minor net *savings* in the department, assuming a new employee on single health coverage takes the position. Note that in the long term, this action would produce net costs, as the top step of the Water Maintenance Worker is \$45,279 while the HEO maxes out as \$48,055, a difference of \$2,775 (which increases to slightly over \$3k with FICA and retirement costs).

Due to the minor difference this action would produce to the budget, the associated resolution will only amend the personnel detail and not the budget.

Thank you,

A handwritten signature in dark ink, appearing to read "Tim Russo".

Tim Russo
Finance Director

City of Lockport - Resolution Request Form

Agenda Description: **Authorize Use of Parks Revitalization Fund**

Presented By: **Council**

Date Submitted: **5/31/2023**

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

✓

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

Council has requested that a new banner be designed and printed for the improved Outwater baseball field. Total size if 5' by 550' and will feature local landmarks and a Welcome to the City of Lockport' lettering.

Explanation of Attachments:

(1) three quotes (from least expensive to most), (2) budget printout of H206, (3) authorizations from H206

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____

Clerk/Legal/Finance Approval:

Notes:

Funds available to use. Resolution required to authorize use of funds from the capital account. Quotes collected to fulfill procurement policy.

Name: **Tim Russo**

Date of Approval: **6/5/2023**

Whereas, Resolution 040721.8 established a Park Revitalization Program (H206) in the Capital Budget; and

Whereas, the City has compiled three quotes for the design and printing of a banner for the fence at the Outwater Park baseball field and has recommended to move forward with the lowest bidder; now, therefore, be it

Resolved, that the City of Lockport Common Council hereby approves of the Mayor to enter into a contract, with Signworks Sportswear for a total of \$6,485.55 and utilize funds in the H206 capital project.

H206 Parks Revitalization Fund - Resolutions and Authorizations

<u>Resolution</u>	<u>Description</u>	<u>Vendor</u>	<u>Amount Authorized</u>	<u>Amount Paid</u>	<u>Remaining Funds</u>
042121.10	Steel Roof Little Loop Building Outwater	Granzow Construction	31,509.74	\$ 31,509.74	\$ -
050521.10	Softball Field Renovation	Rich Sport Field Inc. and Batavia Turf	18,580.00	\$ 10,860.74	\$ 7,719.26
050521.16	Tennis Court Renovation and Re-Surfacing (Altro Park)	AstroTurf Corporation	35,275.00	\$ 35,275.00	\$ -
050521.17	Swimming Pool Shed Roof Repair	Granzow Construction	1,659.89	\$ 1,659.89	\$ -
051921.13	Fence Crown Outwater	BSN Sports	868.10	\$ 868.10	\$ -
061621.13	Asphalt for Outwater and Dolan	In-House	33,500.00	\$ 31,282.16	\$ 2,217.84
061621.13	Fence Upgrades for Outwater and Dolan	Woodsmith Fence Corp.	10,400.00	\$ 10,400.00	\$ -
070721.13	4 lifeguard chairs	Amazon	2,880.00	\$ 2,800.00	\$ 80.00
070721.13	pool repairs	Modern Surface Solutions	5,629.00	\$ 1,800.00	\$ 3,829.00
070721.13	Pool pump	Moley Magnetics	1,724.49	\$ 1,724.49	\$ -
070721.13	Pool vacuum	Hammerhead	2,290.50	\$ 2,630.90	\$ (340.40)
81821.7	Skate Park	Lockport Community Services Inc	10,000.00	\$ 10,000.00	\$ -
90121.11	Concrete Parco Flooring	Palladino Concrete	6,300.00	\$ 6,300.00	\$ -
90121.11	Community Pool	Various	12,500.00		\$ 12,500.00
90121.11	Rodgers Park Skating Area	Various	16,500.00		\$ 16,500.00
90121.11	Bollard posts in Kibler and Grossi	Reliance Foundry	2,215.75	\$ 2,215.75	\$ -
102021.15	Flagpoles	Misc	5,000.00	\$ 5,000.00	\$ -
110321.9	Ida Fritz Park Repairs	Granzow Construction	3,480.74	\$ 3,480.74	\$ -
110321.9	Handicap Access to Dolan Park	Misc	5,700.00	\$ 5,700.00	\$ -
71322.26	Pickelball equipment	Misc	1,397.95		\$ 1,397.95
022223.4	Chemical Controller	William L Watson Co.	6,640.00	\$ -	\$ 6,640.00
032223.11	Outwater Park Field Improvements	City of Lockport General Fund	10,548.00	\$ 10,548.00	\$ -
		TOTAL USED	224,599.16	\$ 163,507.51	\$ 61,091.65
		TOTAL BUDGETED	\$ 275,000.00		
		Remaining Unauthorized	\$ 50,400.84		

Budget Performance Report

Life-to-Date to 06/05/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund	H206 - Active, FY 2021 Parks Revital.								
	REVENUE								
	Department 7110 - Parks								
32801	Interfund Revenue								
32801.A	Interfund Revenue From General Fund	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100
	32801 - Interfund Revenue Totals	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$275,000.00	\$0.00	100%
	Department 7110 - Parks Totals	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$275,000.00	\$0.00	100%
	REVENUE TOTALS	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$275,000.00	\$0.00	100%
	EXPENSE								
	Department 7110 - Parks								
52490	Capital Improvements - Expense	.00	264,452.00	264,452.00	.00	20,869.20	164,659.46	78,923.34	70
59000	Interfund Transfer To								
59000.A	Interfund Transfer To General	.00	10,548.00	10,548.00	.00	.00	10,548.00	.00	100
	59000 - Interfund Transfer To Totals	\$0.00	\$10,548.00	\$10,548.00	\$0.00	\$0.00	\$10,548.00	\$0.00	100%
	Department 7110 - Parks Totals	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$20,869.20	\$175,207.46	\$78,923.34	71%
	EXPENSE TOTALS	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$20,869.20	\$175,207.46	\$78,923.34	71%
Fund	H206 - Active, FY 2021 Parks Revital. Totals								
	REVENUE TOTALS	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100%
	EXPENSE TOTALS	.00	275,000.00	275,000.00	.00	20,869.20	175,207.46	78,923.34	71%
Fund	H206 - Active, FY 2021 Parks Revital. Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$20,869.20)	\$99,792.54	(\$78,923.34)	
	Grand Totals								
	REVENUE TOTALS	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100%
	EXPENSE TOTALS	.00	275,000.00	275,000.00	.00	20,869.20	175,207.46	78,923.34	71%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$20,869.20)	\$99,792.54	(\$78,923.34)	

Matt Alix's Signworks Inc.
6263 S. Transit Rd. Lockport, NY 14094
matt@signworkssportswear.com
Lockport - 716-636-7446
EIN #: 42-1618023

<http://www.signworkssportswear.com>



Quote 4071

100 Mesh Banner

SALES REP INFO
Tom Lawniczak
Outside Sales Manager
tom@signworkssportswear.com

QUOTE DATE
06/05/2023
QUOTE EXPIRY DATE
07/05/2023

TERMS
50/50

ORDERED BY
City Of Lockport
160 Vine St.
Lockport, NY 14094

CONTACT INFO
Tim Russo
trusso@lockportny.gov

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	2200 - Banners New Design Mesh Banner for Fence at Outwater Baseball Park Welcome to The City of Lockport incorporate Local Landmarks into Design Width: 6600 Inches Height: 60 Inches	1	Each	\$6,485.55	\$6,485.55	Y

Subtotal: \$6,485.55
Sales Tax (0%): \$0
Total: \$6,485.55

SIGNATURE:

DATE:

QUOTE FOR City Of Lockport, Outwater Park Baseball Fence Banner



D&T Graphics Inc.
6707 Lincoln Ave
Mon--Fri 9-5
Lockport, NY 14094
(716) 478-0269
Info@DandTgraphics.com

Quote Date: 5/16/2023

Customer Account #: 2469

TERMS: Net 30

Bill To

City Of Lockport - Tim Russo
Email: trusso@lockportny.gov

Ship To

City Of Lockport - Tim Russo
Email: trusso@lockportny.gov

PO Number:	Order Date:	Date Order Due:	Delivery Method

Work Order A - Signs - Outwater Baseball Fence Banners

ITEM DESCRIPTION	COLOR	HEIGHT	WIDTH	UNITS	FINISHING	Other	EACH	TOTAL
Mesh banner		5	550	Sq Feet		2	\$3,850.00	\$7,700.00
Total						2		

Art Charges \$0.00

Setup Fees: \$0.00

Sub Total: \$7,700.00

Account Aging

0-30	\$135.00
31-60	\$0.00
61-90	\$45.00
Over 90	\$0.00
Total	\$180.00

Payments

Date Method Amount

Order Total: \$7,700.00

Sales Tax: \$0.00

Shipping/Handling: \$0.00

Amount Due: \$7,700.00

Payments: \$0.00

Balance Due: \$7,700.00

INVOICE NOTES

I have reviewed the above information and found it to be correct and free from any errors. I confirm that the quantities, shirt styles, and other information on this form are correct. I also agree to pay the amount listed as the Balance Due upon completion of the order.

Signature:

Date:

Thank you for your business.....Go Bills!

From: [3G Signs](#)
To: [Tim Russo](#)
Subject: [EXTERNAL] RE: City of Lockport - Baseball Field Banner Creation
Date: Monday, June 5, 2023 9:54:06 AM
Attachments: [image001.png](#)

Good Morning

I can do that!

We would prefer to have these in 25-50 ft sections for ease of design and manufacturing ... not to mention it would be easier to put up at this size.

Our normal price on this project would be \$13,750 + design time.

But with the size of this project, we would be able to do \$9,750 design included as long as we are supplied with the pictures you would want to use for this project.

Let me know if you have any questions.

Thank You!

Bobby G.

3G Signs LLC • Sticker Monkey LLC

Office: 716-632-SIGN (7446)

Toll Free: 716-877-9-MONKEY (666539)

Cell/Text: 716-864-0642

Email: bob@3gsigns.com

Web: www.3gsigns.com • www.stickermonkey.com

2860 Niagara Falls Blvd • Amherst, NY 14228

Shop Hours: Monday-Friday 9:15 - 5:45

From: Tim Russo <trusso@lockportny.gov>
Sent: Monday, June 5, 2023 9:31 AM
To: 3G Signs <3g@3gsigns.com>
Subject: City of Lockport - Baseball Field Banner Creation

Good morning,

My name is Tim Russo, and I'm the finance director with the City of Lockport. We are looking into having a 5' x 550' mesh banner to go on the fence at the Outwater baseball park that would say "Welcome to the City of Lockport" in the center and have some local landmarks on the sides.