<u>CITY OF LOCKPORT</u> COMMON COUNCIL MEETING AGENDA REGULAR MEETING July 12th, 2023 6:30 P.M.

6:00 P.M.	Committee of	of the Whole Meeting			
6:30 P.M.	Common Co	ouncil Meeting			
ROLL CALL					
APPROVAL OF MINUTES	Beakman: 071223.1	Approve Common Council minutes of June 28 th , 2023			
COMMUNICATIONS					
MOTIONS & RESOLUTIONS	Beakman: 071223.2	Congratulate employees on years of service			
	xxxx: 071223.3	Grant permission to Freedom Church for a picnic at Imagine Community Garden on 7/13.			
	xxxx: 071223.4	Travel Rates Reimbursement			
	Devine: 071223.5	Elected Position Salary Change			
	Lupo: 071223.6	Overdose Awareness Rally			
	xxxx: 071223.7	Lockport Wildcats game 7/22			
ADJOURNMENT	Beakman: 071223.8	Adjourn meeting to July 26th 2023			

CITY OF LOCKPORT CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting Official Record

> July 12th, 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.

071223.1 APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman ______, the minutes of the Regular Meeting of June 28th, 2023 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

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)

6/26/2023 Freedom Church requesting permission for Block party on 7/13.

6/27/2023 Independent Living of Niagara County requesting permissions for event on International Overdose Awareness Day, 8/31.

7/7/2023 Danna & Danna – Short Street Patio Bar, Inc. – Liquor License Application Standardized Notice Form for 30 Day Advance Notice to Local Municipality 06/21/2023 Sarah K. Lanzo – notification that the bid proposals for WWTP Return Pumps RFP received on June 21, 2023 are as follows:

Fleet Pump and Service 455 Knollwood Rd, White Plains NY 10603 Total Bid: \$158,951

06/21/2023 Sarah K. Lanzo – notification that the bid proposals for WWTP Hoover Lift Pumps RFP received on June 21, 2023 are as follows:

Fleet Pump and Service 455 Knollwood Rd, White Plains NY 10603 Total Bid: \$69,881

Total Bid:

\$165,000

N/A

06/21/2023 Sarah K. Lanzo – notification that the bid proposals for the Water and Sewer Master Plan received on June 21, 2023 are as follows:

Nussbaumer & Clarke, Inc. 80 Main St., Suite A Lockport, NY

HUNT EAS 4 Commercial St., Suite 300 Rochester, NY 14614

Notice of Complaint:

6/27/2023 Daniel Wiegand – pothole 7/5/2023 Susan Marshall, 603 Walnut Street - tree

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

Notice of Petition (for a judgment pursuant to Article 78 of the New York Civil Practice Laws and Rules) 6/29/2023 City of Lockport – vs- Lockport Department Heads Association, affiliated with office and professional international Union, Local 153

MOTIONS & RESOLUTIONS

071223.2

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:

Employee	Years of Service	Title
Michael J. McFall	25	Chief Operator, Waste Water Treatment plant
Michel D Cutter	5	Heavy Equipment Operator
	A 1 1	

Seconded by Alderman ______ and adopted. Ayes _____.

071223.3

By Alderman:_____

Resolved that pursuant to their request, permission is hereby granted to Freedom Church to barricade a portion of Ontario Street, between Hawley and North Transit Streets, in front of the Imagine Community Garden, Thursday July 13th 2023, for a Neighborhood Appreciation Picnic from 5 until 8 p.m., and be it further

Resolved that Freedom Church is granted permission to erect a bounce house during the event, subject to Freedom Church providing the City Clerk with a certificate of insurance naming the City of Lockport as additionally insured prior to the event, and be it further

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

Seconded by Alderman ______ and adopted. Ayes _____.

071223.4

By Alderman:_____

Whereas the City of Lockport, in resolution 012622.7 adopted an Employee Handbook; and

Whereas the City wishes to amend the outdated travel lodge and meal reimbursement rates to mirror that established annually by the Office of the New York State Comptroller's Guide to Financial Operations Section XIII.4.D

Now therefore be it resolved that the Employee Handbook is amended as described.

Seconded by Alderman ______ and adopted. Ayes _____.

071223.5 Being prepared.

071223.6

By Alderman: Lupo

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

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

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

Resolved that pursuant to their request, the organizers of the Overdose Awareness Rally are hereby granted permission to hold said event at Veterans Memorial Park on East Avenue in Lockport on Thursday, August 31st, 2023 from 5pm until 8pm; and be it further

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

Seconded by Alderman ______ and adopted. Ayes _____.

071223.7 Lockport Wildcats

By Alderman:_____

Whereas resolution 053123.4, adopted by the Common Council at their May 31, 2023 meeting gave permission to Lockport Wildcats to use Exchange Field at Outwater Park and the Rotary Park and the Rotary Club Community pool's locker rooms located on Corinthia Street, Lockport, NY.

Whereas permission was granted to the Lockport Wildcats Minor Professional Adult Football Team to use the field for purposes of playing semi-professional football,

Whereas Lockport Wildcats requested to add July 22nd to 6/10, 7/8, 7/15, 8/5, 8/19 and 8/25, which were approved on May 31 2023.

Now therefore be it resolved that said permission is subject to Lockport Wildcats Minor Professional Adult Football Team filing a certificate of insurance with the City Clerk naming the city of Lockport as additional insured and subject to Corporation Counsel approved and be it further

Resolved that the Lockport Wildcats maintain the conditions of the Exchange Field at Outwater Park and the Rotary Club Community Pool's Locker Rooms when in use.

Seconded by Alderman ______ and adopted. Ayes _____.

071223.8

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, July 26th 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 <u>(18)2023</u> PAID on date <u>(015)2033</u> is approved at dollars, \$<u>549</u>, 169,51 (1/1) Sewice Many fact Setter

Pay Day Register

Pay Date Range 05/26/23 - 06/08/23 Pay Batch 6/15/23

Pay Batch 6/15/23 Total

Employees in Pay Batch 225 Female Employees in Pay Batch 55

remale employees in Pay Batch 55								
Hours Description	Hours	Gross	Withholdings and Deductions		Gross Base	Benefits		Gross Base
207A Disability - 207A Disability	160.0000	1,720.60	Gross	549,169.51		Health Ins 298 Class 2 Family	26,975.19	.00
BERV - Bereavement	48.0000	1,322.84	Imputed Income			Health Ins 298 Class 2 Single	9,041.52	.00
CMPE 1.0 - Comp Earned @ 1.0	203.8750	.00	Federal	62,264.75	514,185.75	Health Ins 298 Class 3 Family	82,263.58	.00
CMPE 1.5 - Comp Earned @ 1.5	1.0000	.00	FICA	33,507.35	540,440.39	Health Ins 298 Class 3 Single	9,364.27	.00
CMPU - Comp Time Used	408.7500	12,623.17	Medicare	7,836.39	540,440.39	Health Ins 298 Class 4 Family	4,375.19	.00
EDAY - Extra Day	168.0000	5,993.87	New York State	25,978.57	523,212.27	Health Ins 298 Class 4 Single	1,217.83	.00
FHDE - Floating Holiday Earned	424,3400	.00	457 % Deduction	6,292.74	78,258.96	Total	\$133,237.58	
FHDU - Floating Holiday Used	504.0000	17,740.48	457 Flat Dollar Deduction	10,935.38	.00		, ,	
FLSA - FLSA	.0000	218.01	AFLAC POSTTAX	233.75	.00	Workers' Comp		Gross Base
FMLE - FMLA Extra Day	8.0000	281.66	AFLAC PRETAX	415.06	.00	Workers Compensation - General	26,201.00	426,381.83
FMLN - FMLA Leave without Pay	80.0000	.00	ALLSTATE POSTTAX	760.74	.00	Workers Compensation - Sewer	2,909.04	45,635.49
FMLS - FMLA Sick Used	32.0000		ALLSTATE PRETAX	632.70	.00	Workers Compensation - Water	2,557.28	41,864.07
HOL - Holiday	746.0000		Child Support	737.00	1,474.00	Workers Compensation 50%	965.30	8,415.38
HOLIDAYPT - Holiday - Part Time	3.5000		Child Support - Maine	410.00	.00	Total	\$32,632.62	0,113.50
LWOP - Leave Without Pay	24.0000	.00		55.40	.00		402,002.02	
MILI - Military Time	80.0000	2,343.20		101.67	.00	Direct Deposits		0
OOT - Out of Title	755.0000		FSA PRETAX	536.61	.00	Alden State Bank	and the second second	Amount
OOT OT 1.5 - Out of Title OT at	18.0000	•	Health Ins 298 Class 2 Family	2,239,20)	.00	Amberst Federal Credit Union		1,340.48
OT 1.0 - Overtime at Straight 1.0	46.0000		Health Ins 298 Class 2 Single	866.99	.00	Bancorp Bank		382.03
OT 1.5 - Overtime @ 1.5	1,412.2500		Health Ins 298 Class 3 Family	1,164.08	00. X	Bank of Akron		1,621.21
PRSE - Personal Earned	10.5000		Health Ins 298 Class 3 Single	638.12	.00. K	Bank of America		2,687.32
PRSU - Personal Used	197.0000		Health Ins 298 Class 4 Family	380.45	.00	BANK OF AMERICA (2)		5,738.08
REG - Regular	11,236.8500		Health Ins 298 Class 4 Single	135.31	.00	BANK OF AMERICA (2) BANK OF AMERICA (4)		1,427.31
REG PT - Regular Part Time	273.0000		L&M LIFE	24.68	.00	Bank on Buffalo		1,461.09
REGS - Regular Seasonal	214.0000		NEW YORK LIFE	301.38	.00			2,580.58
RETRO - Retroactive Pay	.0000		RET ERS LOANS	1,869.00	.00	Chase		2,255.60
RGS - Regular - Salary	70.0000	.00	RET ERS SEC 414H ARREARS	18.14	.00	Chase Bank		1,785.70
SAL - Salary	.0000			119.16	.00.	Citizens Bank		12,460.29
SAL PT - Salary Part Time	.0000	1,865.37	Retire ERS Tier 6 <= \$100,000	392.90	6,833.00	Cobblestone Country FCU		0.01
SCKE - Sick Earned	1,948.0000	.00	Retire ERS Tier 6 <= \$100,000	1,733.45	57,781.76	Cornerstone Comm FCU		123,159.60
SCKU - Sick Used	513.5000	14,442.07	Retire ERS Tier 6 <=\$45,000 OT	184.28		Evans Bank		3,146.70
STIP - Stipend	.0000	192.31	Retire ERS Tier 6 <=\$55,000 01	884.67	6,142.56	Financial Trust FCU		1,803.34
VACE - Vacation Earned	(66.1595)	,00	Retire ERS Tier 6 <=\$55,000 OT	93.97	24,936.89	Five Star Bank		863.68
VACU - Vacation Used	760.5000	24,034.74	Retire ERS Tier 6 <=\$75,000		2,491.39	Key Bank		29,864.83
Total	20,279.9055	\$549,169.51	Retire PFRS <= \$55,000	818.46	18,693.98	KEY BANK (2)		1,412.71
		40 10,100.01	Retire PFRS Tier 6 <= \$100,000	1,388.82	39,679.86	Key Bank (Formerly FNB)		19,517.36
			Retire PFRS Tier 6 <= \$100,000 Retire PFRS Tier 6 <= \$75,000	1,767.94	32,823.96	Lockport School's FCU		1,470.44
			Retire PFRS Tier $6 \le $75,000$	1,439.29	34,344.72	M&T Bank		58,680.95
				181.60	3,311.68	Navy FCU		3,296.28
			Retire PFRS Tier 6 <=\$45,000	830.81	27,694.43	Niagara Regional FCU		1,736.58

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 6/22/23 , PAID on date 6/24/23

is approved at dollars, \$ 500 000

Divil Senara Mary Pat til bert

Pay Day Register

Pay Date Range 06/09/23 - 06/22/23 Pay Batch 6/29/23

Pay Batch 6/29/23 Total

Employees in Pay Batch 227 Female Employees in Pay Batch 56

i cinai	e Employees	ID	Рау	B
Hours	Description			

Hours Description	Hours	Gross	Withholdings and D. J. J.				
207A Disability - 207A Disability	160.0000	1,720.60	ge and beddellons	The dealerships	Gross Base	Benefits	Cross D-
BERV - Bereavement	16.0000	1,720.60 644.90		558,722.64		-	Gross Bas
CMPE 1.0 - Comp Earned @ 1.0	291.7500		and anothing			Workers' Comp	
CMPE 1.5 - Comp Earned @ 1.5	.5000	.00		65,758.51	529,549.57	Workers Co.	Gross Bas
CMPU - Comp Time Used		.00		34,417.13	555,115.81	Weiler C	444,020.1
EDAY - Extra Day	497.0000	17,658.42		8,049.09	555,115.81	Workers Com	46,407.1
FHDE - Floating Holiday Earned	192.0000	6,704.78		27,185.19	538,341.17	Workers Come	39,814.3
FHDL - Floating Holiday Lamed	32.0000	.00		5,809.26	74,043.31	Workers Compensation 50% 965.30	8,291.3
FHDU - Floating Holiday Used	4.0000	.00		10,965.38		Direct Deposits 31,551.08	
FLSA - FLSA	316.0000	10,367.69	AFLAC POSTTAX	233.75	.00		Amoun
	.0000	427.94	AFLAC PRETAX	415.06	.00	Alden State Bank	1,780.74
FMLN - FMLA Leave without Pay	80.0000		ALLSTATE POSTTAX	760.74	.00	Amherst Federal Credit Union	470.05
FMLS - FMLA Sick Used	80.0000	2,816.60	ALLSTATE PRETAX		.00	Bancorp Bank	1,525.22
LONG - Longevity Payment	.0000	1,800.00	Child Support	632.70	.00	Bank of Akron	
MILI - Military Time	8.0000	269.53	Child Support - Maine	737.00	1,474.00	Bank of America	2,995.91
OOT - Out of Title	710.5000	26,902.27	COLONIAL LIFE POSTTAX	202.00	.00	BANK OF AMERICA (2)	6,433.53
OOT OT 1.5 - Out of Title OT at	4.0000		FSA PRETAX	55.40	.00	BANK OF AMERICA (4)	1,427.31
OOT OT SHIFT 10% - OOT OT	16.0000		L&M LIFE	536.61	.00	Bank on Buffalo	1,201.68
OT 1.0 - Overtime at Straight 1.0	20.0000		NEW YORK LIFE	24.68	.00	Chase	2,647.14
OT 1.5 - Overtime @ 1.5	1,401.0000			301.38	.00	Chase Bank	2,255.60
OT 1.5 SHIFT 10% - OT @ 1.5	80.0000		RET ERS LOANS	1,869.00	.00	Chime	1,764.90
OT 1.5 SHIFT 15% - OT @ 1.5	8.0000	2,864.60	RET ERS SEC 414H ARREARS	181.45	.00	Citizens Bank	200.00
PRSE - Personal Earned	24.0000	306,87	RET PF SEC 414H ARREARS	388,29	.00		11,952.59
PRSU - Personal Used		.00	Retire ERS Tier 6 <= \$100,000	392.90	6,833.01	Cobblestone Country FCU	0.01
REG - Regular	158.0000	5,194.27	Retire ERS Tier 6 <=\$45,000	1,645.26	54,842.08	Cornerstone Comm FCU	129,615.38
REG PT - Regular Part Time	11,560.0000	343,979.77	Retire ERS Tier 6 <=\$45,000 OT	123.87	4,128.59	Evans Bank	3,257.52
REG SHIFT 10% - Regular Shift	261.5000	7,313.86	Retire ERS Tier 6 <= \$55,000	675,45		Financial Trust FCU	2,036.72
REG SHIFT 15% - Regular Shift	176.0000	4,599.16	Retire ERS Tier 6 <= \$55,000 OT	92.48	19,567.69	Five Star Bank	884.58
REGS - Regular Seasonal	224.0000	6,002.58	Retire ERS Tier 6 <=\$75,000	774.38		Key Bank	29,678.69
PET PEET Det Dec La suite	336.5000	5,136.57	Retire PFRS <= \$55,000			KEY BANK (2)	
RET REF1 - Ret Refund Contrib &	.0000	301.86	Retire PFRS Tier 6 <= \$100,000	1,390.11	39,716.91	Key Bank (Formerly FNB)	2,141.08
RETRO - Retroactive Pay	.0000	(34.89)	Retire PFRS Tier 6 <= \$75,000	1,750.23	32,517.45	Lockport School's FCU	19,918.57
RGS - Regular - Salary	70.0000	.00	Retire PFRS Tier 6 <=	1,487.48	35,398.57	M&T Bank	1,472.44
SAL - Salary	.0000	3.806 51	Retire PFRS Tier 6 <=\$45,000	311.13	5,762.92	Navy FCU	61,260.24
SAL PT - Salary Part Time	.0000	1,865.37	Potico DEDC Tion Company	787.16		Niagara Regional FCU	4,771.98
SCKE - Sick Earned	(16.0000)		Retire PFRS Tier 6 <=\$55,000	117.56	3,359.01	Niagara's Choice FCU	1,817.01
SCKU - Sick Used	440.5000	13,492.67	Retire PFRS Tier 6 > \$100,000	208.64	3,628.54	Northwest Bank	40,357.16
STIP - Stipend	.0000		Retire PFRS Tier 6 >\$100,000	35.03		Ontario Shores FCU	31,351.34
VACB - Vacation Buy Out	40.0000	1000 77	Retire PFRS Tier 6<=\$75,0000T	180.60		SEFCU	5,510.71
VACE - Vacation Earned	(40.0000)	1,980.//	letire Tier 6 <=\$75,000 OT	65.64			1,413.86
	(10.000)	,00 F	Retirem PFRS Tier 6 <=\$45,000	179.91		SoFi Bank, N.A.	3,371.19
		F	letirement ERS Tiers 3 & 4	56.12		Summit FCU	350.37
			Y	SOLL	1,0/0./0 (JS Bank	0.01

Run by Ashley Bretherton on 6/27/2023 9:29:18 AM



5676 Beattie Avenue Lockport, NY 14094 716-434-5451

June 26, 2023

RECEIVED

JUN 26 2023

CITY CLERK OFFICE

Common Council Members,

I am writing to request that a portion of Ontario Street, between Hawley Street and North Transit Street, be blocked off during a Community Block Party at the Imagine Community Garden (at 151 Ontario Street) on Thursday evening, July 13th.

The block party will be held on Thursday, July 13th, from approximately 5 to 8 PM. We will provide a complementary meal, including pizza purchased from a local pizzeria, individually packaged bags of chips, individually packaged desserts, soda cans and water bottles. We have received a permit from the Niagara County Health Department, and will follow all of their guidelines concerning food service. We also have a certificate of insurance, have rented two bouncehouses, and will follow all the necessary health guidelines concerning that as well. Lastly, we will offer residence from the neighborhood tours of the community garden.

I have a certificate of insurance from our insurance company, and am providing a copy of it with this letter.

Thank you,

Peggy Belfield

Peggy Belfield Business Manager P. bel-Field Offreedomny, Church /pb

> Visit: freedomny.church / Email: info@freedomny.church / Fax: 716-434-5481 Pastor Craig Campbell



Independent Living of Niagara County

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

06/27/2023

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

Dear Mayor,

In recognition of International Overdose Awareness Day, Independent Living of Niagara County will be hosting the 7th Annual Lockport Overdose Awareness Day Rally on Thursday, August 31st, 2023 at Veteran's Park in Lockport, NY from 5:00pm – 8:00pm. Admission is free and open to all persons interested. Independent Living of Niagara County and our community partners expect over 250 attendees and have many local agencies collaborating with this event.

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

We hope to share this day of remembrance with you.

Thank you,

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

Please refrain from wearing scented products when visiting our offices.

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

DANNA & DANNA

ATTORNEYS AT LAW 155 EAST AVENUE LOCKPORT, NEW YORK 14094 (716) 434-4132 Fax (716) 434-3271

Mark R. Danna

June 7, 2023

Lockport City Clerk Attn: Sarah K. Lanzo One Locks Plaza Lockport, NY 14094

RECEIVED

FILE COPY

Jon F. Danna (1955-1991)

JUN 12 2023

CITY CLERK OFFICE

RE: Short Street Patio Bar, Inc. Liquor License Application License # 3159383

Dear Sarah:

Please find enclosed a signed Standardized Notice Form for Providing 30 Day Advance Notice to a Local Municipality or Community Board regarding the above liquor license application.

Please contact my office if you have any questions.

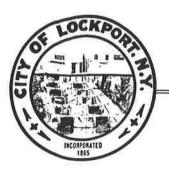
Very truly yours,

DANNA& DANNA

MRD:amb Encs.

rev12312021
OFFICE USE ONLY Original O Amended Date
Standardized <u>NOTICE FORM</u> for Providing <u>30-Day Advance</u>
Notice to a Local Municipality or Community Board
1. Date Notice Sent: June (), 2023 1a. Delivered by: Mark R. Danna, Esq.
 Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License: For premises outside the City of New York:
New Application Removal O Class Change
For premises in the City of New York:
O New Application O New Application and Temporary Retail Permit O Temporary Retail Permit O Removal
O Class Change O Method of Operation O Corporate Change O Renewal O Alteration
For New and Temporary Retail Permit applicants, answer each question below using all information known to date For Renewal applicants, answer all questions
For Alteration applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
For Corporate Change applicants, attach a list of the current and proposed corporate principals For Removal applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
For Class Change applicants, attach a statement detailing your current license type and your proposed license type
For Method of Operation Change applicants, although not required, if you choose to submit, attach an explanation detailing those changes
Please include all documents as noted above. Failure to do so may result in disapproval of the application.
This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:
3. Name of Municipality or Community Board: City of Lockport
Applicant/Licensee Information:
4. Licensee Serial Number (If applicable): 3159383 Expiration Date (If applicable): 08/31/2023
5. Applicant or Licensee Name: Short Street Patio Bar, Inc.
6. Trade Name (if any):
7. Street Address of Establishment: 1 Short Street
9. Business Telephone Number of applicant/ Licensee: 716-335-2347
10. Business E-mail of Applicant/Licensee: flygirl1329@yahoo.com
11. Type(s) of alcohol sold or to be sold: O Beer & cider O Wine, Beer & Cider O Liquor, Wine, Beer & Cider
12. Extent of Food Service: O Full Food menu; full kitchen run by a chef/cook O Menu meets legal minimum food requirements; food prep area require
13. Type of Establishment: Bar/Tavern
Seasonal Establishment 🔳 Juke Box Disc Jockey Recorded Music Karaoke
14. Method of Operation:
(check all that apply) Live Music (give details i.e., rock bands, acoustic, jazz, etc.):
Video/Arcade Games Third Party Promoters Security Personnel
Other (specify): Bocce Courts
15. Licensed Outdoor Area: None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure (check all that apply) Sidewalk Cafe Other (specify).

	USE ONLY
Original O Amended	Date
16. List the floor(s) of the building that the establishment is located on: firs	tfloor
17. List the room number(s) the establishment is located in within the buildin	
18. Is the premises located within 500 feet of three or more on-premises liqui	
*	
19. Will the license holder or a manager be physically present within the esta	Y
20. If this is a transfer application (an existing licensed business is being purch	ased) provide the name and serial number of the licensee:
Name	Serial Number
21. Does the applicant or licensee own the building in which the establishmer	nt is located? OjYes (if YES, SKIP 23-26) ONO
	38 1.29
Owner of the Building in Which th	e Licensed Establishment is Located
22. Building Owner's Full Name: Darrin J. Chiappone and Joseph P.	Chiappone
23. Building Owner's Street Address: 5626 Bowmiller Road.	26
24. City, Town or Village: Lockport	State: NY Zip Code: 14094
25. Business Telephone Number of Building Owner: 716-336-2347	2
	()
Representative or Attorney Represent Application for a License to Traffic in Alcohol	ng the Applicant in Connection with the at the Establishment Identified in this Notice
26. Representative/Attorney's Full Name: Mark R. Danna	SA.
28. City, Town or Village: Lockport	State: NY Zip Code: 14094
29. Business Telephone Number of Representative/Attorney: 716-434-4	32
30. Business E-mail Address of Representative/Attorney: mdannalaw@a	ol.com
l am the applicant or licensee holder or a principal of t Representations in this form are in conformity with repre	
the Authority when granting the license. I understand t upon, and that false representations may result in disa	
By my signature, I affirm - under Penalty of Perjury -	· · · · · · · · · · · · · · · · · · ·
by my signatare, ramme ander renarcy of renarcy	that the representations made in this form are true.
31. Printed Principal Name: Shannon C. Covell	Title: President
XIn A de	
Principal Signature:	
	2



CITY OF LOCKPORT, NEW YORK LOCKPORT MUNICIPAL BUILDING ONE LOCKS PLAZA LOCKPORT, NY 14094

> **OFFICE OF CITY CLERK** Sarah K. Lanzo, City Clerk Emily Stoddard, Deputy City Clerk

Office (716) 439-6676 Fax (716) 439-6702

New York State Liquor Authority PO Box 782772 Philadelphia, PA 19178-2772

Attention: Legal Bureau

June 29, 2023

To Whom It May Concern:

The city of Lockport is in receipt of a *Standardized* **NOTICE FORM** *for providing* a **30-Day Advance Notice** to a **Local Municipality or Community Board** in connection with the submission to the State Liquor Authority of a <u>New Application for an On-Premises Alcoholic Beverage License</u> for Short Street Patio Bar, Inc located at 1 Short Street, Lockport, NY 14094 – license serial number 3159383. The City has no objection to Short Street Patio Bar, Inc. applying for new application that waives the thirty (30) day notification period.

Best Regards,

Sarah K. Lanzo City Clerk



CITY OF LOCKPORT, NEW YORK LOCKPORT MUNICIPAL BUILDING ONE LOCKS PLAZA

LOCKPORT, NY 14094

OFFICE OF CITY CLERK

Sarah K. Lanzo, City Clerk Emily Stoddard Dep. City Clerk/Registrar of Vital Statistics

Office (716)439-6676 Fax (716)439-6702

BID OPENING

Owner: Mille McFall

Bid Opening: M-24 - 6/21 2023

Project: _____ WWTP Return Pumps RFP

Time: _____ 2 PM

Contractor Name	Phone Number	Service	Bid Amount
Fleet	914-835-4000		\$158,951,00
	26.0		
			h



Project Proposal

PROJECT TITLE

WWTP Return Pumps

EVISION NO: DATE: 00 6/19/23

CONTRACT NO

TBA

SPECIFICATION:

N/A

OCATION

TBA

LEET JOB NO:

230424-07-MDH

USTOMER PO NO:

N/



TAG NO.	MODEL	DESCRIPTION
	NZ3171	4 - 31711850310 NZ613-10 25/460/3 50' FLS FV 16 - Hours Field Labor Misc. Gaskets/ Orings
OWNER:	G.A FLEET ASSO	IATES CONTACT: FLEET PUMP & SERVICE CONTACT:
City of Lockport One Locks Plaze Lockport, NY 14094	New York & Conn 6 International Dri Rye Brook, NY 10 Phone: (914) 835- Fax: (914) 835-13	e, Suite 210, 73 NY/NJ Phone: (914) 835-3801 NY/NJ Fax: (914) 835-2946 000 CT: (203) 661-2680



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Section One: Contact Information

Section Two: Scope

Section Three: Quote and Warranty

Section Four: Qualifications/ Company History



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Section # 1

Contact Information

CONTACTS

Representative GA Fleet Associates Inc. 6 International Drive,Suite 210 Rye Brook, NY 10573 Phone: 914-835-4000 Fax: 914-835-1331

Mike Hoyt Sales Engineer 518-417-9270

mhoyt@gafleet.com

Service & Parts Fleet Pump & Service 455 Knollwood Rd. White Plains, NY 10603 Phone: 914-835-3801 Fax: 914-835-2946

Equipment Manufacturer Flygt Corporation 8039 Oak Orchard Rd Batavia, NY 14020Y 14020 Phone: 585-547-5227 Cameron Barber 585-703-5692



Section # 2

Scope

6 International Drive, Suite 210, Rye Brook, NY 10573 | Phone (914) 835-4000 | Fax (914) 835-1331



Scope

Shutdown and lockout pumps coordinated with City Disconnect pump wiring

Remove existing Flygt NZ3171 motor units

Clean base seats and remove old orings/ gaskets Install new oring/ gaskets Install new Flygt NZ3171 motor units Connect wiring Startup and Operate Update O&M's with current pump information and startup report.

Pumps

4 - 31711850310 NZ613-10 25/460/3 50' FLS FV

Scope

I. INITIAL PUMP SET-UP PROCEDURES

- 1. Installing the pump
- 2. Installing with NT Installation
- 3. Pump electrical connections
- 4. Connecting the motor cable to the pump
- 5. Checking the impeller rotation
- 6. Startup precautions
- 7. Confirming electrical connections
- 8. Starting the pump

II. EQUIPMENT OPERATION

- 1. Operation requirement for equipment to perform satisfactorily
- 2. Typical operating characteristics
- 3. Start-up and shutdown procedures



Section # 3

Quote

Warranty



April 24th, 2023

Proposal# 230424-07-MDH

City Of Lockport Wastewater Treatment Facility 611 West Jackson Street Lockport, NY 14094

ATTN: Mike McFall Subject: WWTP Plank Rd

Dear Mike,

As per your request, Fleet Pump and Service Group is pleased to provide a proposal for the following items:

Quantity	Description	Unit Price	Total Price
4	31711850310 NZ613-10 25/460/3 50' FLS FV	\$38,554.00	\$154216.00
1	Misc.	\$775.00	\$775.00
16	Installation Labor	\$185.00	\$2960.00
		Freight	\$1000.00
		Total	\$158,951.00

Notes: Price does not include applicable taxes **Delivery: 8-12 weeks Terms: See attached** Validity: 30 days

Please forward a Purchase Order or Authorization on your Letterhead if you wish to proceed with the above proposal. If you have any questions or require additional information please do not hesitate to contact me. Thank you for the opportunity.

Best Regards,

Mike Hayt



Mike Hoyt Sales Engineering Municipal Pumps and Process LEET Direct: 518-417-9270

mhoyt@gafleet.com | www.gafleet.com

G.A. Fleet Associates, Inc. 6 International Drive, Suite 210 Rye Brook, New York 10573

Remit PO's to:

Fleet Pump & Service Group, Inc. 6 International Drive Suite 210, Rye Brook, NY 10573

G.A. Fleet Associates, Inc. New York / New Jersey / Connecticut: 6 International Drive, Rye Brook, NY 10573 / T 914-835-4000 F 914-835-1331 Fleet Pump & Service Group, Inc. 455 Knollwood Road, White Plains, NY 10603 / T 914-835-3801 F 914-835-2946 Connecticut: 203-661-2680



PROPOSAL ADDENDUM --- GENERAL TERMS AND CONDITIONS

- Terms and Conditions Become Addendum to Agreement. These General Terms and Conditions accompany the Proposal of Fleet Pump and Service 1. Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
- Addendum Terms Control. Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum. 2. 3
- Payment Terms. The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
- Progressive Payments Required. All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments 4 are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
- No Credit Provided by Supplier. Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to 5. Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
- No Retainage. Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made 6 promptly when due.
- Overdue Balances. In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, 7 services and documentation.
- 8. Supplier Does Not Provide Warranties. Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
- "Time of Essence" Provisions Not Applicable. Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force 9 or effect with respect to the Supplier.
- 10. Liquidated Damages Provisions Not Applicable. Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
- 11. Limitation of Liability. Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, ORFORANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- 12. Indemnification Limited to Direct Cause. Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
- Third Party Contracts Not Applicable. Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the 13 Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
- Entire Agreement. Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the 14. "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
- Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts 15 of laws provisions thereof.
- Insurance. Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed 16 on to Purchaser as necessary.



G.A. Fleet Associates, Inc. 6 International Drive, Suite 210 Rye Brook, New York 10573

Fleet Pump & Service Group, Inc. 6 International Drive Suite 210, Rye Brook, NY 10573



Fleet Pump & Service Group, Inc. 455 Knollwood Road White Plains, NY 10603

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 - 2%10 discount and overdue balances are not eligible for payment by credit card.
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- 7. Overdue Balances. In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
- 8. Supplier Does Not Provide Warranties. Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
- "Time of Essence" Provisions Not Applicable. Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
- 10. Liquidated Damages Provisions Not Applicable. Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
- 11. Limitation of Liability. Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, ORFORANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR

G.A. Fleet Associates, Inc. New York / New Jersey / Connecticut: 6 International Drive, Rye Brook, NY 10573 / T 914-835-4000 F 914-835-1331 Fleet Pump & Service Group, Inc. 455 Knollwood Road, White Plains, NY 10603 / T 914-835-3801 F 914-835-2946 Connecticut: 203-661-2680

LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

- Indemnification Limited to Direct Cause. Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
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- 15. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
- 16. Insurance. Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.



WARRANTY Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM** – **A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A.** The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty. Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will begin with ship date only.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



Ver.14-031618



WARRANTY Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



Ver. 14 -031618



WARRANTY Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document,

Xylem Water Solutions USA, Inc. National Quality Assurance - US Corporate



Ver. 14 -031618



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WARRANTY Xylem Water Solutions USA, Inc.

ADDENDUM - WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	MONTHS MONTHS MONTHS MONTHS MONTHS MONTHS MONTHS
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	107% 50% 25%
Concertor Pumping System	6000 Series (DP)	80% × 200
	6000 Series (iPS)	TOTAL CONTRACTOR OF THE OWNER OF
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	30% 25-48 MONTHS 20% 49-84 MONTHS 100% 1 Y R LEMTED - 2 YEAR
Grinder Pumps	3000 Series (MP, MF, MH)	100% - 2 YEAR (Featurally Date)
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP , DZ, DT, DS, DF)	100%
Centrifugal Pumps	1300 Series	100% (Frider) Step Dates)
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (PromStip Duto)
TOPS	Fiberglass Pump Station	100% (From Ship Date)
Accessories	Permanent / Portable	100% (from SHg Date)
Hydroejectors/Aerators	HE, JA	100%
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (Pros. Shie Onles
Smail Pumps	3045, 3057, SX	TECH (From Disp Date)
Parts - *	All new Flygt parts (mechanical & electrical)	100% (Fram Ship Date)

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only - no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



FLEET

Qualifications/ Company History

Section #4

6 International Drive, Suite 210, Rye Brook, NY 10573 | Phone (914) 835-4000 | Fax (914) 835-1331



Cameron Barber 8039 Oak Orchard Rd Batavia, NY 14020

585-703-5692 cameron.barber@xylem.com

Xylem/ Flygt 25years

Field Service Tech

Provide equipment start up and warranty service on multiple product lines that include, but are not limited to, municipal waste water pumping systems.

Review equipment installation and integration, troubleshooting as necessary to ensure optimum equipment and system performance.

Provide equipment commissioning and training sessions for operating personnel.

Professional Experience

Xylem / Flygt

- Provided inspection of installation on Flygt Sewage Ejectors
- Provided start up on Flygt Sewage Ejectors
- Provided training on Flygt Sewage Ejectors
- Provided field reports on Flygt Sewage Ejectors

Dolomite

Electrician, Service - Blacktop, Cement Plants

Akzo Nobel Salt, Inc. Electrician

MUNICIPAL UPSTATE NEW YORK



PUMPS & SYSTEMS



FLYGT

Pumps - Submersible, Dry-Pit, Horizontal Mixers - Submersible, Top Entry



OLDCASTLE PRECAST

Rounded Corner Submersible Precast Pump Stations



GOULDS

Vertical turbine, split case and end suction centrifugal pumps



INPIPE ENERGY

HydroXS™ combines micro-hydropower technology with controls that are easily integrated into existing or new infrastructure to harvest excess water pressure and convert it to clean, low-cost electricity.



SYNCROFLO

Packaged Water Booster Systems, Seal Water Systems

METZSCH

NETZSCH

Tornado Rotary Lobe Pumps and M-Ovas Grinders



multitrode

a xylem brand

MULTITRODE

SINGER VALVE

Liquid Level Monitors and Control Systems for Sewage and Clean Water Applications to 212°F



REVERE CONTROL SYSTEMS

Engineered and Integration Pump Control System



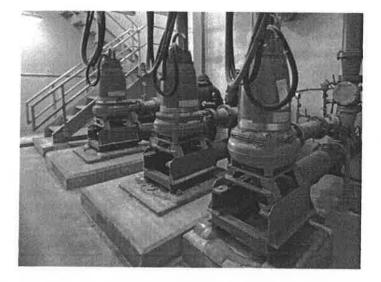
Control Valves - Pressure Reducing, Sustaining and Relief

PROCESS EQUIPMENT



TRIDENT ACTUATORS

Electro-Hydraulic Actuators built for the most critical applications. Linear or Rotary actuation designed to fit any size gate or valve. **Think Fleet First** for pumps, controls, process and service. Fleet represents the most respected names in wastewater and water treatment and provides quality engineered systems for the entire municipal market.



We Have You Covered

Consulting engineers, architects, contractors, and owners turn to Fleet for our technical expertise. We offer assistance with the design, selection, and application of equipment and systems used in complex projects to ensure reliable and efficient operation. Fleet provides highly engineered pump systems and controls for municipal wastewater and water treatment plants as well as industrial facilities across the state. Our engineers are integrally involved in the design of new systems, upgrades, and retrofits.

Local Service

Fleet provides local maintenance, field service and repair. Preventative maintenance is recommended at least once a year to help sustain the efficiency and reliability of your pump station. Identifying minor problems before they become a major failures, saving money and eliminating downtime.



G.A. Fleet Associates, Inc. 6 International Drive Rye Brook, NY 10573

Rye Brook, NY 10573 Phone: (914) 835-4000

Serving the tri-state area

Fleet Pump & Service Group, Inc. 455 Knollwood Road White Plains, NY 10603 Phone: (914) 835-2946

gafleet.com

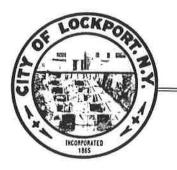
Local References for similar projects:

Town of Cheektowaga Operator: Louis Arricale LArricale@tocny.org 1-716-583-6505

Town Of Niagara Brian Beiter Town of Niagara Water & Sewer 716-297-2150 ext 150 BBeiter@townofniagara.com

Jonathan D. Dewart Superintendent Water/Sewer/Grounds Town of Somerset (716) 795-9919

Town of Tonawanda Crew Chief 716-693-4925 jcolosimo@tonawanda.ny.us



CITY OF LOCKPORT, NEW YORK LOCKPORT MUNICIPAL BUILDING ONE LOCKS PLAZA LOCKPORT, NY 14094

OFFICE OF CITY CLERK

Sarah K. Lanzo, City Clerk Emily Stoddard Dep. City Clerk/Registrar of Vital Statistics

Office (716)439-6676 Fax (716)439-6702

BID OPENING

Owner: Milke McF-4

Bid Opening: M-24

Project: _____ WWTP Hoover Lift Pumps RFP

Time: _____ 2 PM

Contractor Name	Phone Number	Service	Bid Amount
Fleet	914-835-4000		\$ 69,881
		±	



Project Proposal

PROJECT TITLE

City of Lockport Hoover Lift Station

EVISION NO

00

6/19/23

ONTRACT NO:

TBA

SPECIFICATION:

N/A

OCATION:

TBA

LEET JOB NO:

220911-01-MDH

CUSTOMER PO NO:



TAG NO.	MODEL	DESCRIPTION
	NT3202 NT3102	1-3202185YYYY NT462-6 45/208/3 50' FLS FV 2-3102060YYYY NT464-4 5/208/3 50' FLS FV+
WNER:	G.A FLEET ASSOCI	ATES CONTACT: FLEET PUMP & SERVICE CONTACT:
City of LockportNew York &One Locks Plaze6 InternationLockport, NY 14094Rye Brook, NPhone: (914)Fax: (914) 83		Suite 210, NY/NJ Phone: (914) 835-3801

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Section Two: Scope

Section Three: Quote and Warranty

Section Four: Qualifications/ Company History

Section # 1

* 5

EET

Contact Information

FLEET

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CONTACTS

Representative GA Fleet Associates Inc. 6 International Drive,Suite 210 Rye Brook, NY 10573 Phone: 914-835-4000 Fax: 914-835-1331

Mike Hoyt Sales Engineer 518-417-9270

mhoyt@gafleet.com

Service & Parts Fleet Pump & Service 455 Knollwood Rd. White Plains, NY 10603 Phone: 914-835-3801 Fax: 914-835-2946

Equipment Manufacturer Flygt Corporation 8039 Oak Orchard Rd Batavia, NY 14020 Phone: 585-547-5227 Cameron Barber 585-703-5692



809

Section # 2

Scope

6 International Drive, Suite 210, Rye Brook, NY 10573 | Phone (914) 835-4000 | Fax (914) 835-1331

1.34



Scope

Shutdown and lockout pumps coordinated with City Disconnect pump wiring

Remove existing Flygt NT3202 and two NT3102 pump units

Clean base seats and remove old orings/ gaskets Install new oring/ gaskets Install new Flygt NT3202 and two NT3102 pump units Connect wiring Startup and Operate Update O&M's with current pump information and startup report.

Pumps

1 - 3202185YYYY NT462-6 45/208/3 50' FLS FV 2 - 3102060YYYY NT464-4 5/208/3 50' FLS FV+

Scope

I. INITIAL PUMP SET-UP PROCEDURES

- 1. Installing the pump
- 2. Installing with NT Installation
- 3. Pump electrical connections
- 4. Connecting the motor cable to the pump
- 5. Checking the impeller rotation
- 6. Startup precautions
- 7. Confirming electrical connections
- 8. Starting the pump

II. EQUIPMENT OPERATION

- 1. Operation requirement for equipment to perform satisfactorily
- 2. Typical operating characteristics
- 3. Start-up and shutdown procedures



Con Digentity

Section # 3

Quote

Warranty

6 International Drive, Suite 210, Rye Brook, NY 10573 | Phone (914) 835-4000 | Fax (914) 835-1331



June 20th, 2023

Proposal# 220911-01-MDH

City Of Lockport Wastewater Treatment Facility 611 West Jackson Street Lockport, NY 14094

ATTN: Mike McFall Subject: Hoover Street PS

Dear Mike,

As per your request, Fleet Pump and Service Group is pleased to provide a proposal for the following items:

Quantity	Description	Unit Price	Total Price
1	3202185YYYY NT462-6 45/208/3 50' FLS FV	\$45,495.00	\$45,495.00
2	3102060YYYY NT464-4 5/208/3 50' FLS FV+	\$11,255.00	\$22,510.00
8	Field Service Labor	\$172.00	\$1376.00
1	Misc.	\$250.00	\$250.00
		Freight	\$250.00
		Total	\$69881.00

Notes: Price does not include applicable taxes 3202 same as 32021850516 just 208V

3102 sames as 31020600380 except 208V also LIS

Delivery: 6-8 Weeks

Terms: See attached

Validity: 30 days

Clarification: Fleet is not responsible for providing water to fill the pump station pit for start up, commissioning, or running the pumps under any circumstance for operation.

- mechanical operation of isolation valves

- Items NOT included in this SCOPE:

1) Piping, Gauges & Valves.

2) Junction Boxes

3) Any Item not specifically listed above.

Please forward a **Purchase Order or Authorization on your Letterhead** if you wish to proceed with the above proposal. If you have any questions or require additional information please do not hesitate to contact me. Thank you for the opportunity.

Best Regards,

Mike Hayt

G.A. Fleet Associates, Inc. New York / New Jersey / Connecticut: 6 International Drive, Rye Brook, NY 10573 / T 914-835-4000 F 914-835-1331 Fleet Pump & Service Group, Inc. 455 Knollwood Road, White Plains, NY 10603 / T 914-835-3801 F 914-835-2946 Connecticut: 203-661-2680





Mike Hoyt Sales Engineering Municipal Pumps and Process Direct: 518-417-9270 mhoyt@gafleet.com j www.gafleet.com

G.A. Fleet Associates, Inc. 6 International Drive, Suite 210 Rye Brook, New York 10573 Remit PO's to:

Fleet Pump & Service Group, Inc. 6 International Drive Suite 210, Rye Brook, NY 10573



Fleet Pump & Service Group, Inc. 455 Knollwood Road White Plains, NY 10603

PROPOSAL ADDENDUM --- GENERAL TERMS AND CONDITIONS

- 1. Terms and Conditions Become Addendum to Agreement. These General Terms and Conditions accompany the Proposal of Fleet Pump and Service Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
- 2. Addendum Terms Control. Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
- 3. Payment Terms. The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
- 4. Progressive Payments Required. All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
- 5. No Credit Provided by Supplier. Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
- 6. No Retainage. Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
- 7. Overdue Balances. In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
- 8. Supplier Does Not Provide Warranties. Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
- "Time of Essence" Provisions Not Applicable. Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
- 10. Liquidated Damages Provisions Not Applicable. Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no

G.A. Fleet Associates, Inc. New York / New Jersey / Connecticut: 6 International Drive, Rye Brook, NY 10573 / T 914-835-4000 F 914-835-1331 Fleet Pump & Service Group, Inc. 455 Knollwood Road, White Plains, NY 10603 / T 914-835-3801 F 914-835-2946 Connecticut: 203-661-2680 force or effect with respect to the Supplier.

- 11. Limitation of Liability. Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, ORFORANY DAMAGES ARISING OUT OF OR IN CONNECTION WITHANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- 12. Indemnification Limited to Direct Cause. Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
- 13. Third Party Contracts Not Applicable. Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
- 14. Entire Agreement. Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
- 15. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
- 16. Insurance. Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.



WARRANTY Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM** – **A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM** - **A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will begin with ship date only.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



Ver. 14 -031618



WARRANTY Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.

xylem

Ver.14-031618



WARRANTY Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc. National Quality Assurance - US Corporate



Ver. 14 -031618



WARRANTY

Xylem Water Solutions USA, Inc.

ADDENDUM - WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	MONTHS MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP. NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%	19-24	50%	37.39	40-50 25%	100 CTC	73.64
Concertor Pumping System	6000 Series (DP)	100%	12000	50%		25%	Alsae.	
Some real and the second s	6000 Series (IPS)	100%	Mar and an	50% 25-	8 MONTHS		25% 49-84 MOF	สายสา
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% 1 YR	LIMITED - 2 YE	AR				
Grinder Pumps	3000 Series (MP, MF, MH)	100% - 2 YEAR (Pros.)	Step Date:	3 YR (From DO!J)		DOM= Date c	f Menuladure	100 M
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%						
Centrifugal Pumps	1300 Series	100% (From Ship Date)				enere a		
Dewstering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Cate)						
TOPS	Fiberglass Pump Station	1001# (Front Ship: Dide)						
Accessories	Permanent / Portable	100% (From Stép Dite)						
Hydroejectors/Aerators	HE, JA	100%						
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Shio Date)						
Smail Pumps	3045, 3057, SX	10076 (Prom Ship Date)						
Paris - *	All new Flygt parts (mechanical & electrical)	100% (Fram Shis Date)						

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only - no labor; This includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.

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14

Section # 4

Qualifications/ Company History



Cameron Barber 8039 Oak Orchard Rd Batavia, NY 14020

<u>585-703-5692</u> cameron.barber@xylem.com

Xylem/ Flygt 25years

Field Service Tech

Provide equipment start up and warranty service on multiple product lines that include, but are not limited to, municipal waste water pumping systems.

Review equipment installation and integration, troubleshooting as necessary to ensure optimum equipment and system performance.

Provide equipment commissioning and training sessions for operating personnel.

Professional Experience

Xylem / Flygt

- Provided inspection of installation on Flygt Sewage Ejectors
- Provided start up on Flygt Sewage Ejectors
- Provided training on Flygt Sewage Ejectors
- Provided field reports on Flygt Sewage Ejectors

Dolomite

Electrician, Service - Blacktop, Cement Plants

Akzo Nobel Salt, Inc. Electrician

MUNICIPAL UPSTATE NEW YORK



PUMPS & SYSTEMS



FLYGT

Pumps - Submersible, Dry-Pit, Horizontal Mixers - Submersible, Top Entry



OLDCASTLE PRECAST

Rounded Corner Submersible Precast Pump Stations



GOULDS

Vertical turbine, split case and end suction centrifugal pumps



INPIPE ENERGY

HydroXS[™] combines micro-hydropower technology with controls that are easily integrated into existing or new infrastructure to harvest excess water pressure and convert it to clean, low-cost electricity.

SYNCROFLO

Packaged Water Booster Systems, Seal Water Systems

NETZSCH

NETZSCH

Tornado Rotary Lobe Pumps and M-Ovas Grinders

CONTROLS

a sylem brand

MULTITRODE

SINGER VALVE

Liquid Level Monitors and Control Systems for Sewage and Clean Water Applications to 212°F



REVERE CONTROL SYSTEMS

Engineered and Integration Pump Control System



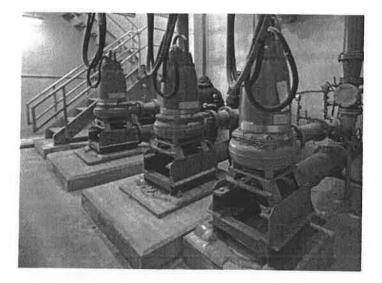
Control Valves - Pressure Reducing, Sustaining and Relief

PROCESS EQUIPMENT



TRIDENT ACTUATORS

Electro-Hydraulic Actuators built for the most critical applications. Linear or Rotary actuation designed to fit any size gate or valve. **Think Fleet First** for pumps, controls, process and service. Fleet represents the most respected names in wastewater and water treatment and provides quality engineered systems for the entire municipal market.



We Have You Covered

Consulting engineers, architects, contractors, and owners turn to Fleet for our technical expertise. We offer assistance with the design, selection, and application of equipment and systems used in complex projects to ensure reliable and efficient operation. Fleet provides highly engineered pump systems and controls for municipal wastewater and water treatment plants as well as industrial facilities across the state. Our engineers are integrally involved in the design of new systems, upgrades, and retrofits.

Local Service

Fleet provides local maintenance, field service and repair. Preventative maintenance is recommended at least once a year to help sustain the efficiency and reliability of your pump station. Identifying minor problems before they become a major failures, saving money and eliminating downtime.



G.A. Fleet Associates, Inc.

6 International Drive Rye Brook, NY 10573 Phonel (914) 835-4000

Serving the tri-state area

Fleet Pump & Service Group, Inc. 455 Knollwood Road White Plains, NY 10603 Phone: (914) 835-2946

gafleet.com

Local References for similar projects:

Town of Cheektowaga Operator: Louis Arricale LArricale@tocny.org 1-716-583-6505

Town Of Niagara Brian Beiter Town of Niagara Water & Sewer 716-297-2150 ext 150 BBeiter@townofniagara.com

Jonathan D. Dewart Superintendent Water/Sewer/Grounds Town of Somerset (716) 795-9919

Town of Tonawanda Crew Chief 716-693-4925 jcolosimo@tonawanda.ny.us

OF LOCKPORT	ITY OF LOCKPORT, N LOCKPORT MUNICIPAL BU ONE LOCKS PLAZA LOCKPORT, NY 1409	JILDING			
IRCORPORATIO 185	OFFICE OF CITY CLERK Sarah K. Lanzo, City Clerk Emily Stoddard Dep. City Clerk/Registrar of Vital Statistics BID OPENING				
Owner: Tim Russo /	Steve Perp	Bid Opening:	M-24 - 6 21 20		
Project: <u>Water & Sewer Maste</u>	V	Time:2			
Contractor Name	Phone Number	Service	Bid Amount		
Nussb not	716-877-8006		NIA		
Hunt EAS	716-877-8006 607-358-1000		d/65,000.00		
2					
		1. H.			

June 21, 2023

Sarah K. Lanzo, City Clerk City of Lockport, NY 1 Locks Plaza Lockport, NY 14094

Re: City of Lockport, New York Request for Proposals Water and Sewer Master Infrastructure Plan File 23P1-0086



Dear Ms. Lanzo;

Nussbaumer & Clarke, Inc. (Nussbaumer) is providing this correspondence regarding the Request for Proposals (RFP) referenced above. Please note, we are not submitting a formal proposal for this project as we anticipate that in our current role as retained consulting engineer for the City we will be supporting the City through this very important project and engaged as needed/requested throughout the process. That said, we feel it is important to note that Nussbaumer has provided the services requested in the RFP Scope of Work for many communities throughout Western New York and would be happy to discuss this project in further detail, develop an approach in collaboration with the City and provide a specific detailed cost proposal should the City desire us to do so.

Nussbaumer staff have over a decade of working knowledge of the City's water and sewer infrastructure. The combination of the City's topography and geology along with the age of the infrastructure and its alignment to traverse the Erie Canal and 18-Mile Creek make it truly unique.

With respect to the City's potable water system, we have worked on projects from the raw water intake crib in the Niagara River, to the raw water pump station and transmission main, to the water treatment plant (WTP), high service pumping, interconnection with Niagara County Water District, as well as the water distribution system and treated water storage at the WTP and Outwater Park Storage Tank.

Regarding the sanitary sewer system, Nussbaumer has performed extensive collection system analysis in terms of condition assessment via internal televising and capacity evaluation via flow monitoring and hydraulic analysis, in some cases funded by NYSEFC Engineering Planning Grants. Our staff is familiar with the City's lift stations, ten combined sewer overflow (CSO) locations and points of connection to the Town of Lockport collection system. Further, we have been involved in several projects at the Wastewater Treatment Plant (WWTP) from the headworks screens right through analysis of the WWTP effluent diffuser structure in 18-Mile Creek.

80 Main Street | Suite A | Lockport, NY 14094 | t: 716-827-8000

nussclarke.com



Given the unprecedented level of Federal and State funding for infrastructure, we applaud the City's effort to complete a Water and Sewer Master Infrastructure Plan. We are hopeful to have a detailed meeting regarding how Nussbaumer can work collaboratively with the City on this important project.

Please do not hesitate to contact me at any time should you wish to meet regarding preparation of a Water and Sewer Master Infrastructure Plan for the City, or if you have any questions.

Sincerely, NUSSBAUMER & CLARKE, INC.

ael T. Marino, PE **Chief Executive Officer**

c: File - 01

8-20

June 21, 2023

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Sarah K. Lanzo, City Clerk City of Lockport, NY 1 Locks Plaza Lockport, NY 14094

Re: City of Lockport, New York Request for Proposals Water and Sewer Master Infrastructure Plan File 23P1-0086

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Sincerely, NUSSBAUMER & CLARKE, INC.

Michael T. Marino, PE Chief Executive Officer

c: File - 01

cityclerk@lockportny.gov

Subject:

FW: [EXTERNAL] HUNT-EAS submission: June 21, 2023 Water & Sewer Infrastructure Master Plan

THE R. M. M. P. MARK

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

Sent: Wednesday, June 21, 2023 1:02 PM

To: 'Phelan, Sean' <phelans@hunt-eas.com>

Cc: 'Steed, Timothy' <steedt@hunt-eas.com>; 'Bayer, Nick' <bayern@hunt-eas.com>; 'White, Bryan' <whiteb@hunt-eas.com>

Subject: RE: [EXTERNAL] HUNT-EAS submission: June 21, 2023 Water & Sewer Infrastructure Master Plan

Received, Thank you!

From: Phelan, Sean phelans@hunt-eas.com>
Sent: Wednesday, June 21, 2023 12:59 PM

To: CityClerk@LockportNY.gov

Cc: Steed, Timothy <<u>steedt@hunt-eas.com</u>>; Bayer, Nick <<u>bayern@hunt-eas.com</u>>; White, Bryan <<u>whiteb@hunt-eas.com</u>>

Subject: [EXTERNAL] HUNT-EAS submission: June 21, 2023 Water & Sewer Infrastructure Master Plan

Hi Sarah and Team,

We are excited and thankful for the opportunity to present you with the attached RFP (reduced size for distribution attached and ADOBE link below). Best from HUNT-EAS

Water and Sewer System Infrastructure Master Plan_June 2023 _HUNT-EAS.pdf at: https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:ffb18ecf-d536-4a42-b68c-080bdb0d8f80

Timothy K. Steed, PE Director of Site/Civil/Municipal Engineering, Principal

JUNTEAS

C: (607) 769-1024 P: (607) 358-1000 Ext:1063 www.hunt-eas.com

Sean M. Phelan, MAPPA -- Associate AIA Business Development Coordinator



City of Lockport Water & Sewer Master Infrastructure Plan

4 Commercial Street | Suite 300 | Rochester, NY 14614 Phone: 585.327.7950 | Fax: 585.327.7949 | Web: www.hunt-eas.com Water Systems Engineering Services

Timothy Steed, PE Principal-in-Charge June 21, 2023



The Party Information with Lots and

01

COVER LETTER

02

EXPERIENCE & QUALIFICATIONS

HUNT & King Firm Profiles Organizational Chart Team Resumes Engineering Services Project Examples

03

SCOPE OF WORK & METHODLOGY

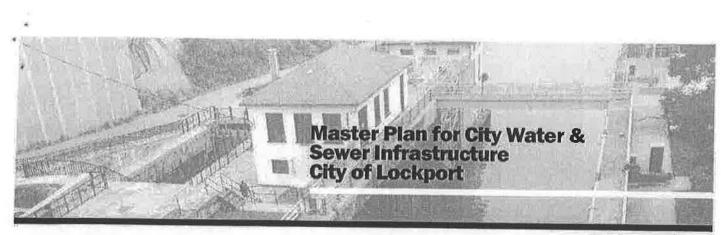
Scope of Work: Understanding Planning Approach

04

BUDGET & COSTS Fee & Schedule Page

05

REFERENCES



June 21, 2023

City Clerk, Sarah Lanzo City of Lockport, NY *Attn: Master Infrastructure Plan RFP* 1 Locks Plaza Lockport, NY 14094

RE: Master Plan for City Water & Sewer Infrastructure

Dear Sarah and Team:

On behalt of Hunt Engineers, Architects, Land Surveyors, and Landscape Architect, DPC (HUNT), I am pleased to submit a response to your Request for Proposal (RFP) for Engineering Services for the City of Lockport's Master Plan for City Water & Sewer Infrastructure. Being a full-service firm, we are able to complete the scope of work efficiently and expeditiously with our High Falls' office and the rest of our 180 employees working together. Furthermore, in anticipation of future funding requirement for MWBE participation, we have partnered with Lockport's own Susan King Pope of King Consulting Engineers & Land Surveyors, PC. Susan's longstanding engineering professionalism and familiarity with the Lockport system will be an enormous asset in for project success. Our two teams together are more than capable to surpass your expectations.

Scope of Work, Understanding

The HUNT Team fully understands the Scope of Services as outlined in the RFP, as well as outlined during our preliminary conversations and tour with City Engineer Steven Pump and Bob Lawson. Specifically, HUNT recognizes that... "Lockport's water and sewer systems are outdated and require significant investment to maintain and upgrade. The city's infrastructure is subject to various issues, such as pipe failures, leaks, and inadequate capacity, which can pose health hazards and disrupt the lives of residents".

Comprised by a multi-faceted team of engineers and design professionals with extensive experience in developing lasting water and sewer system improvements, HUNT will work closely with the City to provide a full range of engineering services, including: 1) a preliminary assessment of existing conditions and the systems' capacity to "meet current and future demand"; 2) an analysis of the City's compliance with state and federal regulations; and, 3) framed within the Master Plan itself, the creation of a prioritized, multi-year improvement plan propelled by "grant opportunities and financing options". HUNT's strength in performing infrastructure and asset management analysis and the subsequent creation of multi-year plans is a hallmark of our firm's 50-year history.

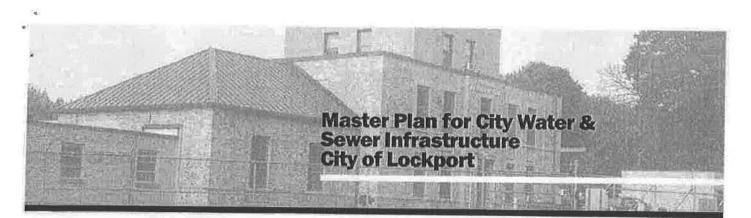
Master Planning -- from "Study through Funding", A HUNT Differentiator

In considering our Lockport team members, references, and project approach, we returned several times to the need to highlight our ability to take client partners like Lockport from "study through funding". That capacity - systematic infrastructure and facility analysis, prioritization of tasks within the Master Plan, and assisting in grants and funding efforts - has been positively received and widely praised by our most recent clients at Bloomfield, Candor, Romulus, Naples, and Olean. We would proudly bring that same exhaustive and comprehensive approach to bear on behalf of Lockport. It is a "holistic" process that takes into account roadways, SWPPPs, sanitary & stormwater systems, etc...

HUNT Team

HUNT's ability to assist Lockport was recently bolstered by the addition to our team of Nick Bayer, PE. Nick's water collection expertise nicely complements **Project Manager Bryan White**, PE's water-system strengths. They understand Lockport's desire to focus on distribution (water) and collection (sanitary and storm) systems, and their perspectives are clearly expressed in the Project Approach below.

1



As Principal-in-Charge, I'll be pleased to coordinate the following full-service team members: Tammy Kunzman (Grant Writing); Tomas Klaseus, PE and Harley Connelly (Water Systems); Steven Hall (GIS and Hydraulic Modelling); Ben Wolfling, PE (Water and Sewer Design); Andy Kinsley, PE (Roadways); and Greg Barr, PE (MEP/HVAC)Moreover, I can ensure Lockport that the Master Planning team will have all the necessary scheduling, personnel, and financial resources needed to make the Infrastructure Master Plan process a short- AND long-term success.

HUNT's High Falls, Rochester office is located within an easy drive of Lockport making easy our evaluation and any meeting coordination. HUNT has recently been involved with significant water projects within the municipalities of Penn Yan, Honeoye Falls, Erie and Ontario Counties, as well as recent CDBG studies for the City of Salamanca and the Town of Bath which directly address water and sewer concerns.

We appreciate the opportunity to submit this proposal and look forward to a partnership with the City. Please feel free to contact me at (607) 358-1000 x1063, or by email at *SteedT@HUNT-EAS.com*, so I can make the team available to address any questions. In addition, we would be happy to have you reach out to our references to confirm our ability to exceed your expectations.

Sincerely,

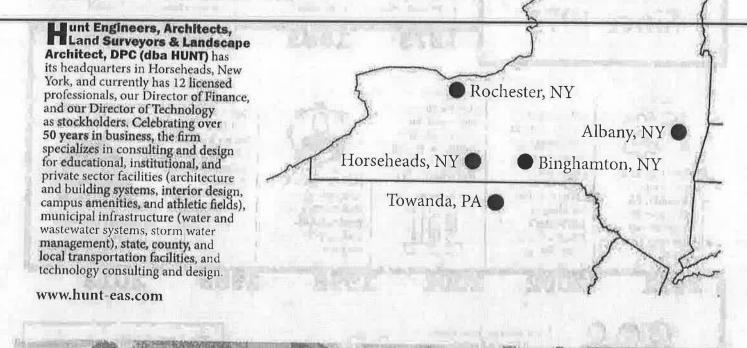
Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

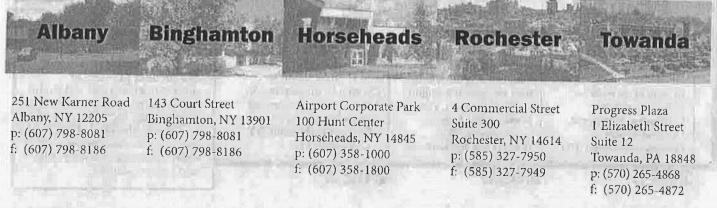
Timothy Steed, PE

Principal-in-Charge

Hunt Engineers, Architects & Land Surveyors

Company





HUNTENGINEERSTARCHITECTSISURVEYORS

Company Profile

Staffing Level

187 Employees, 10 Seasonal Construction Inspectors

Licensed Professionals

57 (28 Engineers, 14 Architects, 4 Landscape Architects, 7 Surveyors, 2 Geologists, 2 Registered Communications Distribution Designers)

Architecture & Buildings Systems: 14 licensed architects, 4 licensed engineers Architecture, Interior Design, MEP Engineering

Municipal Engineering: Survey, Site Design, Environmental Engineering

Large enough to serve you, small

enough to know you.

- Tim Steed, PE, **HUNT Principal**

14 licensed engineers, 7 licensed land surveyors, 4 licensed landscape architects, 2 licensed geologists

Transportation & Structural:

Technology Consulting, Design & Integration:

10 licensed engineers

2 design and integration certifications

Principals

Christopher J. Bond, PE (NY, PA, VT, DE) Chief Executive Officer/President

Kim D. Abbott **Director of Finance**

Greg J. Barr, PE, LEED AP (NY, PA) Vice President

Nathan G. Binns, PE (NY, PA)

Barry J. Dumbauld, PE (NY, PA) **Director of Transportation**

Ryan P. Garrison Director of Technology

John D. Gleckner Jr., PE (NY, PA)

Luke Grasmeyer, RLA (NY, PA) Dean C. Hackett, RLA, LEED AP (NY) Vice President of Business Services

Gary E. Henry, AIA (NY, PA)

Darin L. Rathbun, PE (NY, PA, MD, NJ) Vice President

Kristi L. Rathbun, PE (NY, PA, VA) Jeffrey M. Robbins, AIA (NY, PA) Director of Architecture

Timothy K. Steed, PE (NY, PA, NJ) **Corporate Secretary**

HUNTENGINEERSTARCHITECTSTSURVEYORS

King Consulting Engineers & Land Surveying, PC

3284 Walden Avenue

Depew, NY 14043 Tel 716.677.5464



Corporate Overview

Established in May 1994 by Susan M. King, L.S., P.E., King Consulting Engineers & Land Surveying, P.C. (KCE) is a multi-discipline engineering firm specializing in land surveying, civil and environmental engineering.

KCE is certified as a Woman-owned Business Enterprise (WBE). Our staff has registrations in New York and California for Civil Engineering and Land Surveying. Ms. King serves on the New York State Board of Engineering and Land Surveying.

The KCE staff of registered professional engineers, surveyors, designers and construction inspectors utilizes current technology to assist in completing each project. Equipment includes electronic total stations, data collectors, automatic and digital levels, drafting and engineering software, full size plotter and laser printer.

Staff at KCE is comprised of career individuals committed to providing quality work for our clients. Each member has at least 18 years experience in one or more of the following:

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- Boundary Surveying
- NYSDOT Highway Survey & Mapping
- Topographic Mapping
- Precision Control Traversing
- Volumetric and Earthworks Survey
- Civil Engineering
- Hydrology
- Environmental Engineering
- Construction Inspection



Project Management Team



Tim Steed, PE Bryan White, PE Principal-in-Charge/ Water System Expert



Project Manager/ Water System Engineering

Design Team



Nick Bayer, PE Water System & Environmental Engineering



Jonatha Meade, PE Site, Stormwater & SWPPP Expertise



Ben Wolfling, PE Site/Civil Engineering



Andy Kinsley, PE Transportation Engineering



Tomas Klaseus, PE Water System **Regulatory Expert**



Harley Connelly Water Systems Engineering & Expertise



King Consulting Surveying, Environmental & Civil Engineering

HUNTENGINEERSTARCHITECTSISURVEYORS

11

Organizational Chart



Tim Steed is a key member of the HUNT project teams that provide civil engineering services to clients in the public and private sector. Tim is an expert in municipal water modeling, design of water supply and distribution systems, designs for wastewater treatment and collection, and storm water control.

Tim's experience as a client/project manager enables him to efficiently manage environmental engineering, including developing hydrologic studies and designing pumping and wastewater treatment facilities.

Education

Syracuse University, Syracuse, NY, MS, Engineering Management, 1998

Syracuse University, Syracuse, NY, BS, Environmental Engineering, 1996

Professional Registration

Professional Engineer New York, #080669, 2003 Pennsylvania, #PE071262, 2004 New Jersey, #GE048258, 2009

Affiliations

American Society of Civil Engineers

Finger Lakes Water Works Conference

Southern Tier Water Works

Continuing Education

Stream Investigation, Stabilization, and Restoration by David Derrick, Potomologist, 2016

Selected Project Experience

Town of Springwater, Water & Sewer System Studies, Springwater, NY

The Town of Springwater had received violations for their groundwater supply well being under the influence of surface water as well as inability of their wastewater treatment plant to meet effluent limits. The Town desired to investigate the overall system and identify any water and wastewater system shortcomings that may be contributing to these violations or identify portions of the system that do not meet standards. Tim worked with the Town Board along with the water & wastewater operators to complete a comprehensive study of the existing water and wastewater system, identify system deficiencies, evaluate improvement alternatives, prioritize improvements, develop cost estimates, and to identify a preferred solution. These studies were utilized to secure various grants and loans. As a result, the Town completed various water system improvements and are in the process of completing significant upgrades to their wastewater collection and treatment systems.

Guthrie Healthcare Systems, Inc., Replacement Corning Hospital, Corning, NY

Project Manager on site/civil design for new \$100 million hospital facility. This included overall site design, new water storage tank and municipal system extension, new wastewater lift station and resulting 2 mile force main, helipad, off-street parking areas, site access, ADA accessible routes, green stormwater management practices, lighting design and extension of NYSDOT thoroughfare. This project also resulted in alignment modifications and alterations to Winfield Creek. Coordinated with client and agencies to obtain the necessary local and state approvals.

Village of Angelica, Water System Improvements, Angelica, NY

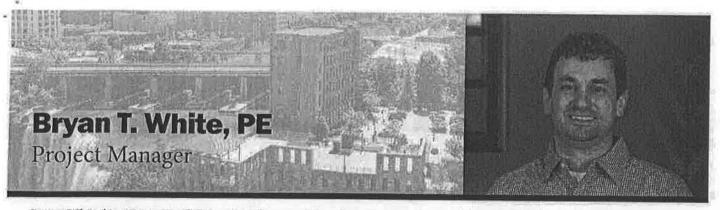
Provided design of the transmission main including automatic blow off valves to allow the efficient movement of the water from the Village's spring house 4.3 miles east of the community to their distribution and storage systems. His efforts included modeling the Village's system for future analysis.

Town of Dryden, Sanitary Sewer Collection System Study, Dryden, NY

Project Manager for design to continuously monitor wastewater flows in strategic portions of the Town of Dryden wastewater collection system using multiple flow monitoring strategies including area-velocity metering and Palmer-Bowlus in conjunction with ultraviolet level sensors.

Town of Vestal, CMOM/Sanitary Sewer Inflow and Infiltration Study, Town of Vestal, NY

Project Manager for development of a Capacity, Management, Operation and Maintenance Plan (CMOM) and an Inflow and Infiltration Study to alleviate increased flows within their collections system due to the inflow of storm water and ground water infiltration. The CMOM developed an overall plan to determine where system improvements were necessary and included preparation of a Sewer Overflow and Emergency Response Plan (SOERP), a Health



Bryan White has 12+ years of civil and environmental engineering experience and construction inspection. The majority of his experience involves project engineering and management duties for flood damage repairs and protection, water and wastewater design, and various site designs for municipal and private clients. Bryan's versatility and depth of project knowledge allows him to offer HUNT clients the following skill sets: conceptual plans and estimates, final designs, agency permitting, bidding, construction observations, and project close-outs. These efforts have seen him navigating the complexity of MWRR, DOS, FEMA, CDBG, DASNY, and other grant programs.

Education

Rensselaer Polytechnic Institute, Troy, NY, BS, Civil Engineering, 2008

Professional Registration

Professional Engineer, New York, 099884, 2018 OSHA 10

Skills

AutoCAD Civil 3D Carlson Site Design Adobe Suite

Selected Project Experience

City of Salamanca, General Engineering Term Agreement, Salamanca, NY Project Manager and Project Engineer serving as main point of contact for the City of Salamanca for multiple projects since September 2021, including a CDBG funded Water System Study of the City's water infrastructure, an EFC EPG funded I/I Study of five specific sewersheds, the Fire Department's bathroom and locker room renovations to accommodate a new female firefighter, the Veteran's Memorial Park stone arch repairs, and general services as agreed upon by the City and HUNT under the General Engineering Term agreement. Responsible for the coordination of multiple disciplines within the firm to deliver products in a professional and timely manner.

Seneca County, NYS Route 414 Sewer Rehabilitation – Phase 1, Seneca County, NY Project manager for the completion of design and implementation of a previous inflow and infiltration study on a section of sanitary sewer main from the NYS Thruway to a discharge into the Seneca Falls sewer system. Project included field investigations of existing sanitary sewer manholes, recommendations for improvements - including replacements of frame and covers, cementitious and epoxy lining of manholes, and replacement of a manhole within a wetland, project cost estimates, and design documents.

Hamlet of Willard Water District Water System Improvements, Romulus (T), NY

The Town of Romulus' Willard Water District receives its chlorinated water from the NYSDOCCS' Willard Drug Treatment Center that is sourced from Seneca Lake. The majority of the district's system was installed in 1955 with now undersized and deteriorating cast iron pipe. As Project Manager, Bryan coordinated the completion of a PER, ERR, and design documents for specific replacements throughout the system to improve the water quality and increase fire protection, as well as assist in applying for and successfully getting the town awarded \$1,250,000 from CDBG for construction of the project in 2023.

Town of Locke Water System Improvements, Locke, NY

Utilizing a portion of the Town's ARPA funds, HUNT was tasked with a tight timeline for evaluating the existing water system, developing a PER with proposed project improvements, providing engineering estimates for the improvements and begin applying for grants. The Town's water system that was originally constructed over 100 years ago currently consists of two supply wells, an elevated water storage tank, and distribution mains that currently has an underperforming well and deteriorating storage tank. As Project Manager, Bryan oversaw the assessment of the system, PER, and project costs, coordinated with subcontractors and the Town for well assessments, and assisted with environmental review and applying for grants.

HUNTENGINEERSTARCHITECTSISURVEYORS

Nicholas A. Bayer, PE Project Manager/Water Systems Leader

City of Corning, Wastewater Treatment Facility Capital Improvements Project Report, Corning, NY

Project Manager responsible for the construction of a new UV system and chemical feed facility. Additionally, conducted an evaluation of the existing facility infrastructure and planning for future needs at the Corning WWTF. The report recommends a project that plans for a design life of 20 years including headworks improvements, new influent lift pumps, primary and secondary clarifier improvements, roughing filter geodesic dome cover, digester boiler upgrades, and a septage receiving station.

Livingston County Water and Sewer Authority, WWTF Disinfection Study, Livonia, NY

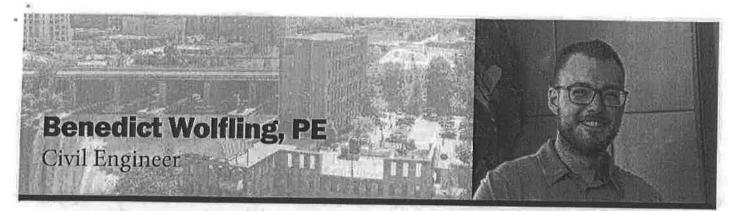
Project Engineer responsible for the preparation of the engineering report which was successfully submitted for \$767,250 in grant funding through the Water Quality Improvement Project program. The report evaluated alternatives to disinfect effluent from the Lakeville WWTF in compliance with SPDES permit requirements. Alternatives evaluated included UV, ozone, and chlorine disinfection. The recommended alternative of UV disinfection was selected on the basis of a life-cycle cost analysis and avoidance of hazardous chemical handling.

Village of Akron Wastewater Treatment Facility Improvements, Akron, NY Project Engineer contributing to the \$6 Million upgrade project at the Akron WWTF. Upgrades include replacement of Rotating Biological Contactor units, installation of new screw pumps, equalization tank mixers, anaerobic digester mixing system, two anaerobic digester floating covers, and a new biogas handling system, as well as the addition of a UV disinfection system. The project is funded with a 30-year 0% interest loan through the New York Sta Environmental Facilities Corporation and a Water Quality Improvement Project grant. system. The project is funded with a 30-year 0% interest loan through the New York State

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Ben Wolfling, PE is a project engineer whose seven years of experience in water, wastewater, and environmental engineering offers HUNT's clients the compelling combination of thoughtful experience and state-of-the-art design solutions; most recently burnished by his being awarded his PE in 2021. Ben's skills include developing drawings for design and construction, experience with writing specifications, preparing bids, and reviewing submittals. He possesses first-hand inspection know-how, including construction procedures and managing contractor teams. Ben's success with federal, state, and locally funded project highlights his personal dedication to clients; prompt, efficient, and adept at completing projects according to plans, he excels at working within budgets and timelines.

Education

University at Buffalo, Buffalo, ivi, BS, Civil Engineering, 2015

Professional Registration

Professional Engineer, New York, NY #103891, 2021

Skills

Design Expertise: Environmental Reviews: Municipal Infrastructure Design; Site Design; Project Management; Bidding & Specifications; SWPPP Preparation & Compliance Inspection, Estimating; Proposals

Software: AutoCAD Civil 3D; WaterGEMS; HydroCAD; PlanGrid; InfoWater Pro; InfoSWMM; Newforma

Selected Project Experience

City of Salamanca Water System Improvement Study, Salamanca, NY The City of Salamanca's water system has multiple noted denciencies, and the Board of Public Utilities (BPU) desired a preliminary engineering report (PER) for improvements in the water system. Ben developed the PER using information from site visits and an analysis of the existing water system, along with investigation into the Seneca Nation of Indians water system to determine connectivity and demands on the Salamanca system. He also created a water model of the existing system using the InfoWater program and modelled proposed alternate improvements for the PER.

Village of Canisteo, Water System Improvements, Canisteo, NY

Ben provided design and review of engineering plans for a water main replacement project. This CDBG funded project included improvements to the existing water storage tank. Plans for developed for the levee, stream, and railroad crossings. He coordinated with NYSDEC for review and approval of project plans for the Joint Application permit.

This work was completed before Ben joined the HUNT team.

North Harmony (T), Water District No. 1 Map, Plan, & Report, North Harmony, NY Preliminary water modeling and new water system design in the Town of North Harmony, NY. Designed several iterations of water system layout including locations for a 0.75 MG tank and 3 different potential phasing options depending on funding available to the Town. Deliverables included the Map, Plan, and report and preliminary cost estimates for all three phases of the project, project estimates for the entire project ~\$19 million. The project was expanded to show the potential for new water districts surrounding Chautauqua Lake.

Town of Torrey, Water District No. 1, Torrey, NY

Water modeling and design of new water system for the Town of Torrey in Yates County, NY. Included coordination with the DEC (stream crossing report and environmental analysis), DOH (water system), DOT (highway work and road crossing permit), Norfolk Southern Railroad (five crossing permits), and Yates County for approvals. Designed the water system and the meter vault, along with performing hydrant flow tests and observing soil borings for railroad crossings, and prepared specifications and bidding documents and coordinated with the funding agency for final approvals (USDA Rural Development).

Town of York, Retsof Sewer Improvements, York, NY

Design and development of a new separated storm and sanitary sewer to replace the outdated combined sewer system. Project included a survey and inspection of residences in the current sewer district to determine viability of design options and to assess the condition of the existing infrastructure. Research into existing system and coordination with the local highway and sewer department was performed to create the most efficient design for the new system.

HUNT ENGINEERST ARCHITECTS IS URVEYORS

Tomas Klaseus, PE Senior Water/Wastewater Engineer

Tomas Klaseus, P.E. clevates HUNT's consultant toolbox by offering nearly 50 years of experience in developing and managing drinking water, ground water protection, and environmental health programs and projects. His perspective is both informed and broadened by executing a wide variety of project budgets, training and supervising personnel, and preparing grant applications and contracts.

Education

University of Minnesota, Institute of Technology - Minneapolis, Minnesota; Bachelor of Civil Engineering Degree, 1970

Professional Registration

Professional Engineer, New York State, 1982 059000#

Affiliations

1999 - 2017 Steuben County Water Quality Coordinating Committee

1999 - 2017 Steuben County Local Emergency Planning Committee

1999 - 2017 Southern Tier Central Planning Physical Resources Advisory Committee

1999 - 2017 Schuyler County Water Quality Coordinating Committee

1999 - 2017 Schuyler County Local Emergency Planning Committee

1999 - 2017/1981 - 1985 New York State Conference of Environmental Health Directors

Selected Project Experience

Senior Water/Wastewater Engineer: HUNT-EAS

Conducts QA/QC on engineering plans, specifications, and reports for public water and onsite sewage system projects. Provides technical support and mentoring for junior engineers on sound engineering practices and on NYSDOH/NYSDEC/ USEPA laws, regulations, and emerging issues pertaining to public water and onsite sewage systems. Performs various marketing services for HUNT and consults with municipalities regarding regulatory compliance and operational issues pertaining to their public water systems.

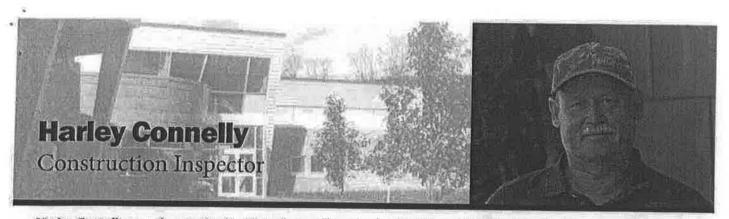
Selected project design assistance and QA/QC:

- Town of Campbell new well, treatment facility, and distribution system extension
- · Village of Canisteo major distribution system upgrades
- Village of Interlaken raw water intake/pumping station and microfiltration/ GAC treatment facility
- Village of Waverly major distribution system upgrades
- Town of Erwin new well and treatment facility
- Village of Endicott 1,4-dioxane and iron/manganese well water treatment study and new well investigation

District Director: New York State Department of Health, Hornell District Office (retired 12/28/17)

Developed and managed environmental health programs/activities in Steuben and Schuyler counties to ensure compliance with the Public Health Law and New York State Sanitary Code. Provided program direction and supervision to Office staff (6-9 full-time staff and 6-9 parttime staff). Conducted inspections/investigations, reviewed engineering plans, and prepared reports/documents on public water systems, realty subdivisions, campgrounds, public bathing facilities, and onsite sewage treatment systems at permitted facilities and at residences requiring alternative systems. Worked with the City of Hornell, the NYSDOT, and their consulting engineer on the design, construction, and start-up of a GAC plant to treat VOCs in the City's wells. As part of that effort, performed coordinated plan review/approval with the NYSDOH central office, conducted in progress and completed works inspections prior to plant startup, and addressed public/media concerns regarding the project. Conducted outbreak/death/ serious injury investigations and obtained correction of public health hazards. Provided technical assistance, training, and general information to interested parties on District programs/activities.

HUNTENGINEERSTARCHITECTSISURVEYORS



Harley Connelly recently retired as the Water System Operator for the Village of Watkins Glen. In this capacity, he supervised staff, oversaw quality control of new construction and rehabilitations, managed the system's SCADA System, managed the water filtration treatment plant and numerous pump stations, oversaw the operation of 5 water storage tanks, and performed budgeting and reporting to the Village and NTS Department of Health.

His quality control activities included working as the head inspector/observer on capital projects and rehabilitation or repair contracts, overseeing consultant inspection activities, and reviewing design documents and equipment/material submissions.

Education

Corning Community College, New York State Fire Academy, Montour Falls, NY, Haz-Mat I, II, III

Corning Community College, Corning, NY, Basic Computers, D Water License

Western Water Authority, Buffalo, NY, IIA Water Filtration License

Community Involvement

Volunteer Fireman

Town of Montour Falls Planning Board

Selected Project Experience

SUFZ Water Owego-Nichols Inc., West Main Street Watermain Replacement and Observation, Owego, NY

Construction Inspector to monitor maintenance protection of traffic and to document any incidences such as accidents, injuries, or complaints. Harley recorded quantities, document asbuilt, and assisting in jobs scheduling. He also participated in problem solving.

SUEZ Water Owego-Nichols, W. River Rd. Watermain Replacement, Nichols, NY Construction observation of the installation of the replacement of a watermain on West River Rd. As Construction Inspector, Harley monitored the maintenance protection of traffic in addition to documenting incidences like accidents, injuries, or complaints. He also recorded quantities, document as-built, assisted with job scheduling, and assisted with project problem solving.

Village of Watkins Glen, Madison Ave (NYS Route 14) Watermain Replacement & Observation, Watkins Glen, NY

Harley monitored maintenance protection of traffic, document incidents — be it accidents, injuries, or complaints. He also recorded quantities, document as built, and assisted in jobs scheduling and problem solving.

Village of Watkins Glen, I&I Improvements, Watkins Glen NY (Directly employed by Village of Watkins Glen)

Harley Connelly provided daily construction oversight for a large wastewater collect system improvement project including over 10,000 feet of cure in place lining and sanitary sewer pipe replacement along with replacement or rehabilitation of over 60 sanitary sewer manholes. Rehabilitation of the sanitary sewer manholes included chemical injection, cementitious lining and epoxy lining in strategic locations. Harley was responsible for providing field oversight and direction and evaluated completed work, change order requested, requests for information, etc. This project included regulatory compliance and funding assistance from USDA RD.

Davis House Sewer Rehabilitation, I&I Improvements, Town of Owego, New York

Harley completed design and construction oversight for various wastewater improvements pointed toward I&I reductions. These included nearly 7,500 feet of cured-in-place lining of the sanitary sewer along with replacement of nearly 36 sanitary sewer manholes. This project included regulatory compliance and funding assistance from the NYSDEC WQIP.

Town of Dix, Water CDBG Extension Study, Watkins Glen, NY

The Watkins Glen / Corning KOA Resort was looking into municipal water and wastewater sources, while the Town of Dix was looking to loop their water system to reduce disinfection byproducts. Hunt was contracted to do a study on the feasibility of such a extension. Harley was part of the team that assessed well and septic systems for residents along the route.

Our Services

Architecture

- Asbestos/Lead Abatement Design
- Aviation Management Planning, Architecture & Engineering
- Building Condition Surveys
- Civil/Site Engineering
- · Clerk-of-the-Work Services
- Construction Administration
- Control Systems & Automation
- Cost Estimating & Cost Control
- Electrical Engineering
- Energy Studies
- Facilities Management Information
 Systems
- Funding Solicitation & Administration
- Furniture, Fixture & Equipment
 Selection

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- Interior Design
- Investigative Engineering
- Land Surveying
- Landscape Architecture
- Municipal Engineering
- Mechanical Engineering
- Planning
- Programming
- Project Management
- Regulatory & Agency Approvals
- Storm Drainage Design
- Structural Design
- Technology Design & Planning
- Transportation
- Water & Wastewater
- Wetland Delineation



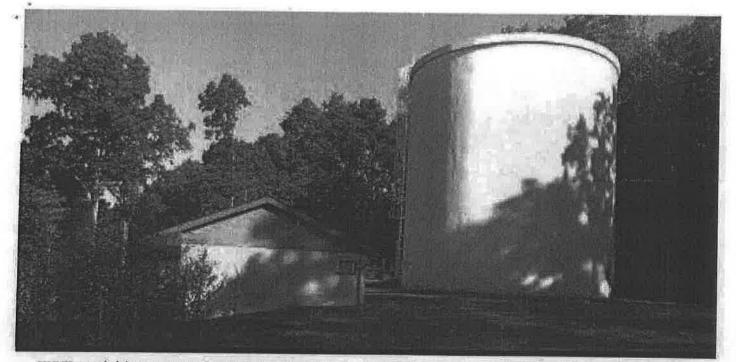
Markets Served:

- K-12 Education
- College/University
- Municipalities
- Healthcare
- State Agencies
- Industrial
- Private Development



RS

HUNT Services



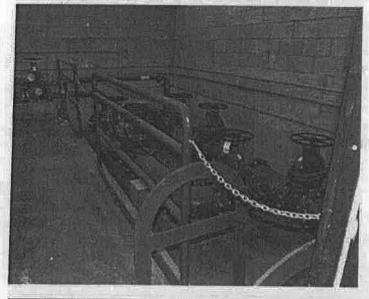
HUNT provided design, permit submission, bid documents and construction services.

Town of Erwin, Municipal Water Study/New System, Coopers Plains-Long Acres, NY

Residents within the Coopers Plains-Long Acres hamlet relied upon individual groundwater wells for their water supply. However, lack of separation between groundwater supply wells and on-site septic system resulted in significant contamination of said well.

HUNT initiated a study to investigate the extension of municipal water to the CPLA hamlet, identified project costs per user and obtained nearly \$4,000,000 zero interest loans and \$2,000,000 in grant funds from the New York Drinking Water State Revolving Fund Loan Program.

The new CPLA water system consists of nearly 40,000 LF of ductile iron water main, a new re-chlorination station and a new 500,000 gallon water storage facility.



HUNT also provided construction inspection services through the completion of the project.

Contact: Rita McCarthy, Town Manager, 607.962.7874

Village of Waverly, Water System Study/Improvements, NY

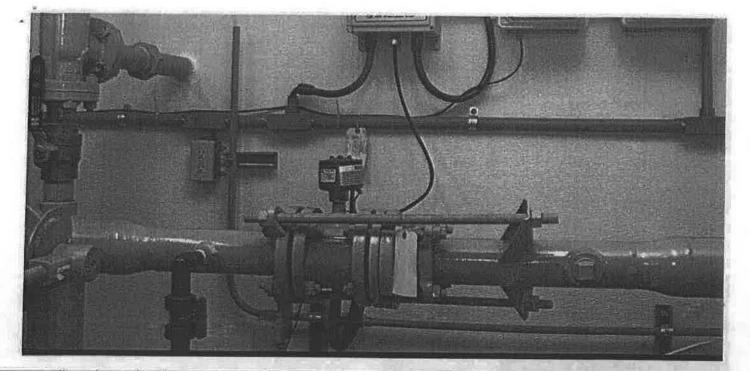
Hydraulic Modeling: The Village of Waverly hired HUNT to develop a hydraulic model of the Village's water system to predict flow rates and pressures for different operational and water demand situations. The model is an effective planning tool for evaluating the impacts and potential benefits of improvements to the water system, such as looping dead-end watermains, installing a new groundwater supply, or replacing undersized watermains.

New Production Well: The Village produces 375 million gallons of potable water annually. Decreasing production yields from the existing groundwater supply wells and the unpredictable water quality of the existing surface water reservoir are overcome by the Village's new groundwater production well (Well No. 4). The groundwater withdrawn at the new well house is chlorinated on-site and discharged to18-inch diameter ductile iron chlorine contact piping that provides the necessary 30 minute retention time.

Water Storage and Transmission: The Village increased their water storage capacities from 500,000-gallons to 1.8-million gallons with a new water storage tank. The water storage tank has an access drive as well as a re-chlorination building necessary to maintain the appropriate levels of chlorine within the proposed water storage facility.

Additional improvements included upgrading existing water transmission and distribution mains along Ithaca Street and across Cayuta Creek. Funded through USDA Rural Development grant and loan, the project cost was \$3,100,000.

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Village of Newark Valley, Water System Improvements, NY HUNT completed a comprehensive evaluation/study of the Village of Newark Valley public water supply system including two groundwater supply wells, 20+ miles of water distribution piping and 400,000 gallon in-ground water reservoir.

HUNT identified several shortcomings in the Village's public water system including high amount of unaccounted for water, insufficient groundwater well pump controls, inadequate fire flows throughout the Village, illegal out of Village water users, exposed stream crossing piping, inadequate water storage volumes for fire protection, and unsound water storage facility.

HUNT prepared a Preliminary Engineering Report which was used to secure USDA Rural Development grant and zero percent loan funding to construct a new 500,000 gallon wire wound concrete tank, replace or eliminate 18,000 LF of undersized or leaking water main, established SCADA Controls of the well pumps and storage levels, provided new fire hydrants to allow proper fire fighting opportunities, and improved the main trunk supply into the heart of the Village Center.

'The final cost of the project was \$3,715,000.

Contact: James Tornatore, Mayor, 607.642.8686





Wastewater System Studies

Project Examples:

Town of Lansing, Municipal Wastewater System Study, NY

HUNT prepared a preliminary feasibility study to identify and evaluate a municipal wastewater system for the core area of the Town of Lansing. The focus of this study was to develop preliminary project costs estimates as well as projected estimates of user costs (rates). The information provided in this study was also used to support an application for project funding.

The existing residences and businesses have septic systems, which creates a potential for contamination. Due to the high ground water and the soll conditions, the septic systems are prone to failure and inefficient operation. In addition, the lack of a central sewer system is a determent to commercial and higher density residential development.

As a part of the study, HUNT considered providing wastewater collection and treatment for the central areas located along New York State Route 34B from approximately 1/3 of a mile east of Auburn Road westerly to Myers Road and continuing westerly along Myers Road to Cayuga Lake. The study evaluated three different collections systems and four different types of wastewater treatment facilities. Preliminary costs estimate and short term (15 years) assets management evaluation were prepared for all alternatives.

Contact: Edward Lavigne, Town Supervisor, 607.533.8896

Town of Woodhull, Municipal Wastewater System Study, NY

HUNT prepared a preliminary feasibility study to identify and evaluate a municipal wastewater system for the Town of Woodhull area. The focus was to develop preliminary project costs estimates as well as projected estimates of user costs (rates), and to support an application for project funding.

Existing residences and businesses have septic systems, which creates a potential for contamination. Due to the high ground water and the soil conditions, the septic systems are prone to failure and inefficient operation. This is a particular concern in the proposed study area, where lot sizes are often small, resulting in inadequate separation distances between wells and septic systems.

HUNT considered providing wastewater collection and treatment for all areas within the base study area, which contains those properties located within the original "Village of Woodhull" limits. There were three alternatives considered. The first was the installation of gravity sewer mains with a conventional package treatment plant. The second was the replacement of the existing septic tanks with grinder pumps, installing smaller force mains and the installation of a conventional package treatment plant. The third was leaving the individuals septic tanks in place and installing ejector pumps, force mains and the installation of a sand filter treatment system or a small MBR plant. Preliminary costs estimates and 15-year assets management evaluations were prepared for all three options.

Contact: Scott Grant, Town Supervisor, 607.458.5178

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SCOPED, Municipal Wastewater Study, Village of Burden, NY

HUNT prepared a preliminary feasibility study to identify and evaluate a municipal wastewater system for the Village of Burdett. The focus of this study was to develop preliminary project costs estimates as well as projected estimates of user costs (rates). The information provided in this study is also intended to support an application for project funding.

The existing residences and businesses have septic systems, which creates a potential for contamination. Due to the high ground water, shallow bedrock and the soil conditions, the septic systems are prone to failure and inefficient operation. In addition, the lack of a central sewer system is a determent to commercial and higher density residential development.

As a part of the study, HUNT evaluated two scenarios. One was providing wastewater collection and treatment for the central business area and the other was providing service to the entire Village. The study evaluated three different collections systems and evaluated four different types of wastewater treatment facilities. Preliminary costs estimate and short term (15 years) assets management evaluation were prepared for all alternatives.

Contact: Judy McKinney Cherry, SCOPED, 607.535.4341

SCOPED, Wastewater Infrastructure Study, Schuyler County, NY

HUNT was retained in November, 2002, by the Schuyler County Partnership for Economic Development (SCOPED) to conduct a county-wide study of the inter-municipal water and wastewater infrastructure. The project included a series of exploratory public meetings with each of the towns to gather data on areas of growth, and their perceived needs for improved water and wastewater systems.

HUNT produced a development strategy for business and economic development based on a review of water plans and an inventory of existing systems. In addition, HUNT worked with SCOPED and the local municipalities to identify potential sites for economic and business growth and development throughout Schuyler County.

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Contact: Judy McKinney Cherry, SCOPED, 607.535.4341

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Asset Management Evaluations

HUNT has been performing Asset Management Evaluations of critical municipal infrastructure for many years, with each project streamlined for the particular needs of our clients. At the core of a meaningful Asset Management Evaluation are the following elements: protect public health and safety, provide necessary public service to citizens, and maintain a self-sustaining business-like unit. HUNT strongly believes in developing a thorough understanding of the system, conducting comprehensive data-gathering to formulate fact-driven information on the condition of the existing facilities, including: study original design documents, conduct field investigation and observation, and discussions with facilities manager, administrators, and maintenance staff.

Some of the standard elements of HUNT's Asset Management Evaluations include:

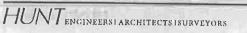
- 1. Current State of Assets
 - · Interviews with current and past staff
 - · Inspections (Field verication, building condition assessments, televising, monitoring)
- 2. Inventory & Documentation of Assets
 - Short-lived Assets
 - Long-term Assets
 - EquipmentPersonnel

3. Level of Service:

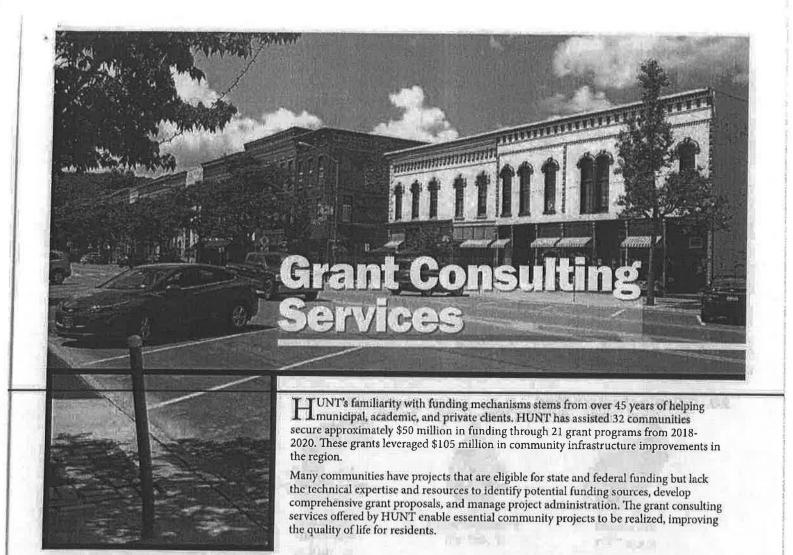
- Municipal Services
- Regulatory Compliance Protection of Public Health
- Ratepayer Expectation

4. Criticality

- Likelihood of Failure
- Consequence of Failure
- 5. Life-Cycle Costing
 - Historic
- Preventative Maintenance
- Municipal Financial Health
- Rate Setting and Fiscal Planning
- 6. Capital Improvement Plan
- 7. Long Term Funding Strategy







Our Grant Consulting Process

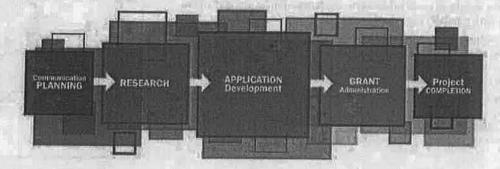
Communication Planning: HUNT is committed to our clients and invests time in understanding local budgets, five-year plans, wish lists, and priority projects.

Research: HUNT is well-versed in investigating the availability of grant funds to offset the costs incurred by developing and upgrading facilities. We will match projects to the best funding opportunities.

Application Development: HUNT works closely with clients to develop competitive funding applications, including coordination with regulatory and funding agencies, development of multi-year plans and preliminary engineering reports, cost-effective budgets, documentation of need and support, and clear articulation of objectives.

Grant Administration: Our team will help to execute the contract, aid in environmental reviews, administer grant funds, develop project reporting, and support the awardee with community meetings.

Project Completion: HUNT provides project oversight, certification of project completion, and grant contract closeout support.



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HUNT Services

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Grants, Funding & Institutional wledg

UNT's familiarity with funding mechanisms stems from over 40 years of helping In municipal, academic, and private clients. Our immersion in the process has even included creating our own "shovel-ready site funding program" for Industrial Development Agencies (IDAs) within upstate New York.

Between 2015 and 2018, HUNT has played a role in assisting municipal clients in the Southern Tier, Finger Lakes, and Western NY areas capture well over \$24M in water, community, and wastewater grants. Available for both studies and implementation, those monies have been secured from a variety of State and Federal sources including:

- NYSDEC Water Quality Improvement Act
- NYS Environmental Facility Corporation
- Water Infrastructure Improvement Act (WIIA)
- Community Development Block Grant (CDBG)
- NYS Empire State Development
- Department of State Local Government Efficiency
- NYS Energy Research & Development Authority (NYSERDA)
- NYS Main Street
- United States Department of Agriculture Rural Development
- Appalachian Regional Commission
- NYS Bridge Program
- NYSDOT Transportation Enhancement Program
- NYSDOT Safe Route to School
- 111 State & Municipal (SAM) Facilities Program
- Consolidated Funding Act (CFA)
- FEMA Disaster & Non-Disaster Relief Funds

Funding & Institutional knowledge are inseparable, and our ability to help our clients depends on the following: anticipating their needs and laying the groundwork for those programs with the appropriate agencies; developing multi-year plans and agency compliant preliminary engineering reports to serve as basis for prioritization and planning; and executing the often-complex funding applications and agreements.

Meanwhile, our grant writers, planners and team leaders systematically track the wide breadth of funding sources available to our clients to determine all potential opportunities. Even with the best laid plans, the turnaround on funding applications can often be quite demanding, and again, our preparedness is an enormous asset. HUNT's funding assistance doesn't stop with the application. Our team will help to execute the contract, aid in environmental reviews, administer grant funds, and support the project through completion.

HUNT ENGINEERS | ARCHITECTS | SURVEYORS

MEP Engineering

HUNT engineers have designed installations and performed studies for a wide variety of municipalities, private industrial, manufacturers, as well as schools and universities.

MEP Services:

Mechanical Engineering

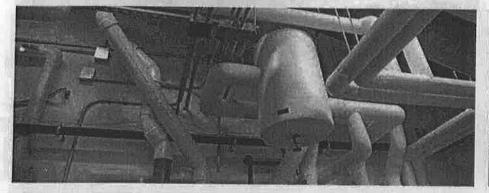
- HVAC Systems
- Industrial Fume/Material Handling Exhaust Systems
- Hospital/Laboratory HVAC Systems
- Energy Use Evaluation
- Automatic Temperature Control & Energy Management Systems Design Commercial Kitchen Exhaust
- Clean Rooms .
- Hydronic Heating/Cooling Systems .
- Steam Piping Systems .
- **Chilled Water Systems**
- Chemical Process & Manufacturing Systems
- · Sanitary/Aseptic Process Systems, Equipment, & Piping

Plumbing Engineering

- Medical Gas/Compressed Air Systems
- Domestic Water Heating/Piping Systems
- Sanitary Drain/Waste/Vent Systems
- Storm Water Drainage Systems
- Fuel Oil Piping Systems .
- Fire Protection

Electrical Engineering

- FDA Process Validation IQ/OQ/PQ
- SQF Code
- Primary/Secondary Power Distribution
- Interior/Exterior Lighting
- Smoke/Fire Protection Systems
- Emergency Power Systems
- Security Systems





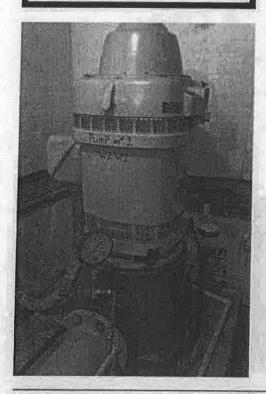
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HUNT Services

Water System Asset Management Study Town of Big Flats

Location: Big Flats, NY
Contact: Shawn Crater
Water Superintendent
607.562.8443

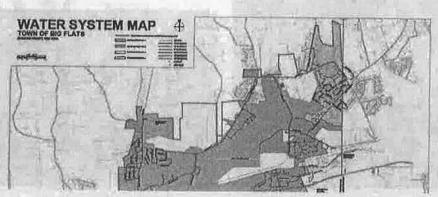


The Town of Big Flats was comprised of multiple water districts having varying rates, system configurations and system conditions. While water rates were not raised for nearly ten (10) years, basic system functions were not being performed and long term system solvency was of utmost concern for the Town Board and water department.

HUNT was secured to conduct a comprehensive water system study to investigate consolidation of the various water districts, complete a through asset management plan and develop a an affordable rate structure. The comprehensive study and asset management plan investigated not only infrastructure condition, but also all other necessary components including personnel, software, computers, etc.

HUNT Services:

- Water System Study
- Asset/Management Plan



HUNT developed an asset management plan that integrated needed short term and long term improvements and identified a rate structure meant to maintain system solvency for the following 20 year period. This plan also identified a five (5) year improvement plan, necessary preventative maintenance procedures designed to ensure the longest useful life of system assets and simple asset management spreadsheet that the Town could utilize and update annually.

HUNT helped Town of Big Flats with a grant application and has received funding from the NYS Economic Development Corporation.

Genesee Water Improvement Genesee Township Municipal Authority

Location: Genesee, PA Contact: Don Reed Authority Chairman 814.228.3366



The Genesee Township Municipal Authority was awarded a Community Development Block Grant (CDBG) to develop a second well supply for their existing water system. The site chosen was outside of the village at their existing well/ spring house. The project required test well development and evaluation followed by completion of the production well.

HUNT coordinated with Pennsylvania Department of Environmental Protection (PA DEP) for modifications to the existing public water supply permit as well as working closely with the Genesee Township

HUNT Services:

- Site/Civil
- Structural

Municipal Authority and SEDA-COG to administer the grant funds for the project.

The selected improvements for Phase I were removal of a spring source that was under the influence of surface water as well as improving fire protection and increasing water pressure throughout the community. Construction on this project was completed in 2019.

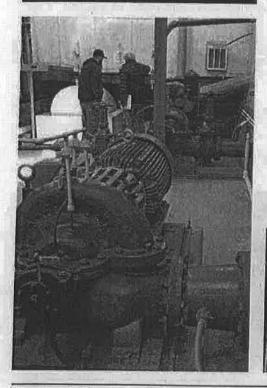
- MEP
- Survey



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Water System Study City of Salamanca

Location:	Salamanca, NY
Contact:	Tracy Chamberlain
	Clerk
i minute	716.945.4620



The City of Salamanca owns and operates a public water system serving approximately 6,150 people using 2,687 service connections in the City of Salamanca, the Township of Salamanca, and the Township of Great Valley. In 2019, the City completed emergency rehabilitation of half of the primary well field located on Water Street. Improvements are needed in the second half of the well field as well as in other system components throughout the service-area. The City received a Community Development Block Grant. (CDBG) to pursue a water system study to determine what improvements were needed.

HUNT partnered with the City to perform data gathering and to assist them in gaining a full understanding of the system and its operation. That study included a complete system modeling in InfoSWMM, an evaluation of the

HUNT Services:

- Water System Study
- · Water System Modeling
- Flood Protection Evaluation

flood protection for existing wells, and a thorough asset inventory. HUNT also evaluated the possible installation of a new gas line to the water treatment plant, a downgrade to a 480-volt system, a new treatment plant building at a developed (but unused) groundwater well source, and the replacement of pumps, controls, and standby generator.

The HUNT team also provided a report phase and an environmental review. The report phase includes the development of improvement alternatives for the Preliminary Engineering Report and an Environmental Report.

The Preliminary Engineering Report prioritizes recommendations and will act as a road map on how best to successfully implement the recommendations and assist the City in applying for project funding.

Preliminary Engineering Report

Environmental Report



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Sanitary Sewer System & WWTP Design Village of Naples

Location:	Naples, NY
Contact:	Brian Schenk
1 (P) (P)	Mayor
171 - EV	585.374.2435
	585.374.24



The residents of the Village of Naples have experienced failing septic systems, leading to high costs for system replacement, and logistical issues meeting updated codes and regulations for new systems. Additionally, the failing systems may be contributing to contamination of Naples Creek, a critical trout spawning stream, along with other waterways within the area. Therefore, the Village obtained the services of HUNT, to develop a preliminary sanitary sewer system and wastewater treatment plant design to service the residents and the businesses of the community.

HUNT prepared a preliminary design for approximately four miles of sanitary sewer collection system, and the

HUNT Services:

- Grant Solicitation
- Sanitary Sewer Design

wastewater treatment facility. The system serves 184 users, including residential and commercial use types, totaling approximately 50,000 gallons per day of wastewater produced. The wastewater treatment plant design required consideration for nutrient removal, including both nitrogen and phosphorus, to meet stringent effluent limits required for discharge into the Canandaigua Lake Watershed. The preliminary design was completed and presented to the Village Board in the Fall of 2017. The final system design was approved in 2018 with the intent of regulatory approval and construction to follow. Project was completed in 2020.

Wastewater Treatment Plan Design

Construction Services



HUNT ENGINEERS LARCHITECTS IS URVEYORS

King Consulting Engineers & Land Surveying, PC

3284 Walden Avenue

Depew, NY 14043 Tel 716.677.5464



Project Histories

Coopers Plains Long Acres Sewer District Expansion and Woodbine Water Tower Replacement, Erwin, NY

Provided construction inspection for a 6 million dollar capital improvement project, assisted in the design of wastewater treatment and collection systems, water tower construction, and quality control observation and reporting for sever district expansions in Erwin, NY inclusive of storm drainage, paving and curbing, working within the requirements of New York State Environmental Facilities Corporation and NYSDEC Water Quality Improvement Project Program.

Spaulding Lake Wastewater Treatment Plant, Clarence, NY

Spaulding Lake WWTP is located in an upscale community outside of Buffalo. It was originally designed and built in the 90's for treatment up to 100,000 gallons per day. Several years of poor performance, and many modifications over the years had resulted in an Order on Consent. KCE provided studies, evaluations, research, reports, and design services for waste water upgrades and improvements to existing plant. Work included analysis of historical plant performance, analysis of plant flow, treatment process removal efficiencies, solutions for addressing problem areas, developing construction drawings and specifications, and services during construction. Challenges included compliance with NYS DEC consent order timeline, keeping plant in operation while work is being performed, locating experienced contractors to perform improvements, ordering and expediting parts from Germany, suppliers, manufacturers. Two pieces of equipment required substantial time for delivery; to expedite direct contact with the manufacturer revealed stock available which were oversized for the application, but resulted in immediate availability and reduced cost. The meter was oversized, and resulted in little fluctuation in flow rates thru the plant, this was replaced with the corrected meter size for reading accurate flows of the plant. - Walter and Alimeter at the

Quarry Hills MHP, Akron, NY

Original services were for on-site private sewage disposal system rehabilitation and/or replacement. Studies and review of site revealed, domestic water distribution leaks, poorly drained storm water system and maintenance of storm system, several manholes, pump station, and infrastructure covers in need of repair and improvement to be elevated above grade. KCE provided research, monitoring and evaluation for addressing water line leaks, maintenance work on storm sewer, and minor work on the psds.

- Provide certified quality assurance (C.Q.A.) land surveying for construction of five new hazardous waste sub cells, and capping a 25-acre existing landfill at the CWM, Model City, NY facility.
- Locate and map monitoring well locations at various sites in Western New York.
- Provide C.Q.A. land surveying for construction of double-walled leachate transport line.

Chemical Waste Management, Inc. Model City, NY

- Perform monthly topographic surveys of active landfill cells, calculate volumetric consumption, and provide record drawings of each measurement. Provide all new location and historical tabulation for monitoring well system.
- Maintain three-dimensional monument control networks for the 700+ acre facility.

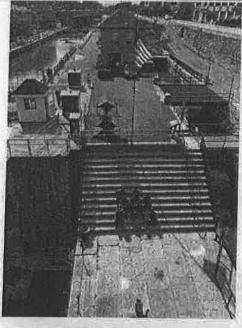
Northeast Buffalo Parkway, Phase 1, Buffalo, NY

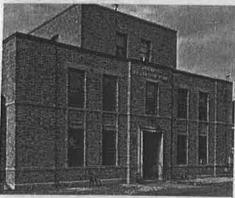
 Provided construction stakeout for improvements, including berms and bike path, verified horizontal control, established secondary vertical control

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City of Lockport Project Approach

1 LOCKS PLAZA SUCCESSION





Lockport Introduction

The City of Lockport's water distribution and sanitary/storm sewer collection systems, each consisting of over 105 miles of piping, includes aging infrastructure and multiple sections with unique challenges. Water distribution system challenges consist of mostly original iron and asbestos cement piping, large unaccounted/loss, multiple unmetered services, excessive breaks, and lack of tank storage for fire flow and high flow regulation. The sanitary sewer collection system faces challenges including original aging infrastructure, significant inflow & infiltration (1&1), as well as rapid elevation changes and deep infrastructure leading to foreseeable construction challenges. Storm sewer challenges are similar to the sanitary with an estimated 70% combined sanitary/storm sewers, original infrastructure, and disconnected drainage structures.

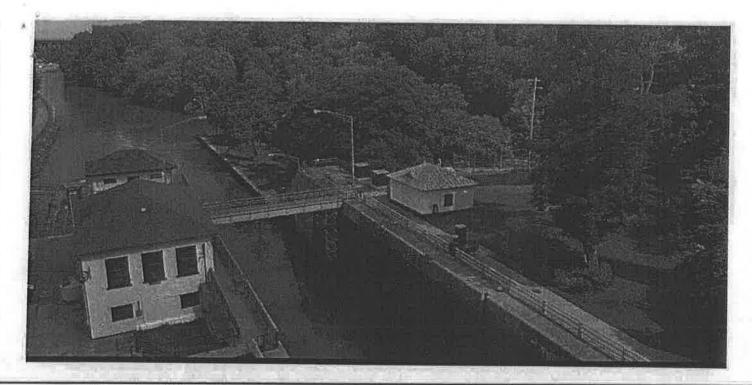
A comprehensive Water and Sewer Master Infrastructure Plan is required to divide and conquer specific issues within the systems while maintaining a cohesive plan with the objective of long-term planning for the systems as a whole. Hunt Engineers offers this proposal to work in close partnership with the City to develop this master plan. Our team-based approach will incorporate the City's long-term vision while providing guidance for funding opportunities, planning, and engineering knowledge for individual prioritized projects.

PROJECT APPROACH

WATER DISTRIBUTION SYSTEM STUDY

The City of Lockport is faced with a water distribution that consists of infrastructure well over 100 years old throughout the majority of the City. Many services, such as municipal buildings, the City pool, multiple flushing events throughout the year, and fire department training multiple times per week, are unmetered and account for a portion of the unaccounted for water loss. Although the City purportedly maintains good pressures in the distribution system, the areas at the PRVs are set to the minimum allowed 20 psi prior to reaching the northern ends of the City with pressures nearly exceeding 150 psi such as at the City's WWTP. The prior storage tank has been decommissioned for years, and therefore, the City relies on pumps and the clearwell to provide adequate fire protection and high flow volumes. Other issues seen within the system are asbestos concrete pipes, multiple areas with large amounts of water breaks, water laws that require a service owner to be responsible for all work from the connection point (i.e. at the main), estimated unaccounted-for/lost water (and lost revenues) of an estimated 70%....

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Other data gathering will include items such as the aforementioned hydrant flow testing, leak detection investigation (assuming the City can assist, otherwise HUNT can solicit a subcontractor for this work at an added cost), selective meter placements and/or pressure logging (to identify residual pressures during normal working conditions and in critical areas during simulated fire flow conditions), and establishing and sending a water district-wide questionnaire with pointed questions to the consumers regarding items such as pressure issues, aesthetic issues (odor, taste, color), etc. to continue establish areas of greater focus.

HUNT will solicit input from the local health department to review and discuss previous findings in past annual inspections and anticipated future regulatory changes. HUNT will evaluate the water system components with respect to regulatory compliance (compliance with Recommended Standards for Water Works, i.e. Ten States Standards) including configuration and capacity. Capacity evaluations will be made on the clearwell storage (and lack of tankage), and the distribution system. Review of the City's water laws and regulations will be conducted at this same time. This regulatory compliance inspection and assessment shall be documented and results included in the pending Master Infrastructure Plan.

Gathered information (such as pipe diameters, pipe interior conditions (based upon age), ground elevations, etc.) will be analyzed and incorporated into an updated GIS system that is compatible with the City's capabilities, and the information will be utilized create a hydraulic water model in InfoWater. The model shall be capable of identifying flows and pressures throughout various operational conditions. The ability to provide adequate flows and pressures will directly impact greater water system improvement and pipe replacements.

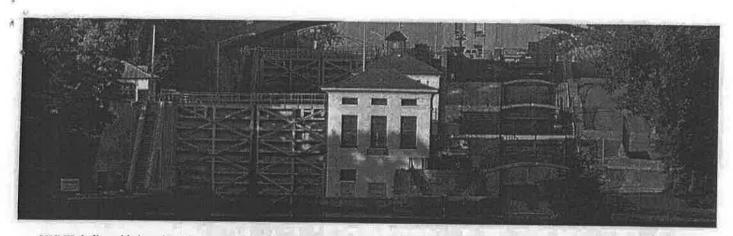
HUNT will work with the City to complete an asset management plan to identify needs based upon age, component conditions, regulatory compliance, etc. This evaluation shall extend to all water distribution system components and review its functionality, age, expected useful life, and ability to meet current regulatory requirements. The evaluation shall include storage, residuals in the system, valves, piping, pumps, prv's, hydrants, and meters. The existing City meters are aged and likely unable to record adequate water usage for accurate billing purposes. Therefore, it is important to conduct a complete water system distribution asset management plan for identification of annual savings necessary to maintain short lived assets and ensure future system solvency. This annual savings requirement shall be reviewed with respect to the current budget and rate structure.

Follow Up Meetings and Project Management

HUNT shall continuously involve the City throughout the process at regular intervals to ensure the project success laid out in the kickoff meeting is upheld and that it stays on track with the defined schedule. Any updates to the schedule or timing of analysis will be easily addressed through constant communication.

Analysis, Recommendations, and Costs

HUNT shall review all gathered data, questionnaire, in-field work, and modeling information to provide the City with recommended projects and provide cost estimates to prioritize projects based on feasibility and long-term planning. These recommendations may consist of a master meter replacement program, selective water main replacements, valving, etc. These recommended improvements will be outline in a timetable with the City to best approach potential funding/grant opportunities to assist the City in proactively upgrading its water infrastructure instead of reacting to the issues at hand.



HUNT shall establish and review, in detail, the investigative approach, schedule, report development process, and review period. The goal in developing these deliverables is to utilize these efforts for future grant or funding opportunities.

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In-Depth Data Gathering, Analysis, and Modelling

Following the comprehensive data collection, HUNT will perform an extensive desktop review including an update to the GIS system based on record information and City staff knowledge. Modelling efforts as outlined below will be used to identify potential projects.

 HUNT will obtain all existing GIS mapping as a geodatabase (or other acceptable file type) from the City of Lockport. GIS staff at HUNT will utilize the geodatabase, to develop a sanitary sewer model in InfoSWMM, an ArcGIS based sewer modeling program.
 HUNT will obtain all existing water usage data for the users within the sewer district. Generally, we request two to three years of quarterly usage reports to establish trends in usage and develop an appropriate average daily flow rate based on use type (i.e., singlefamily residential, multi-family, commercial). If water usage data is unavailable for particular users or locations, statistical analysis of available water usage coupled with industry standards will be utilized to determine water usage in these instances.

3. Other miscellaneous information will be obtained if available, including but not limited to, storm sewer mapping, groundwater monitoring wells, sewer inspection reports, pump station information, etc.

4. Upon completion of the data gathering period, HUNT will review with the City all data and revisit the project approach to ensure all goals and expectations are being met.

HUNT will review the conditions of the sewer infrastructure including pipes, pumps, valves, and other components including the following efforts:

- 1. Analyze system hydraulics by developing system curves.
- 2. Analyze pump hydraulics and optimal operation points as indicated by pump curves.
- 3. Calculate pump capacities and operating ranges to evaluate current and future demand requirements.
- 4. Evaluate energy usage and make recommendations for efficiencies.
- 5. Evaluate compliance with state and federal regulations.
- 6. Assess the condition of pumps and valves and estimate costs for recommended alternatives.

HUNT will review the City's sewer policies and regulations to ensure compliance with state and federal regulations as well as make suggestions for efficiency improvements.

Flow Monitoring and Additional Data Gathering Efforts (If Needed)

HUNT staff shall work with City of Lockport staff to recommend potential meter locations within the study area and outline resulting sewersheds. The selection of a metering manhole is often the most critical component in flow monitoring, as poor flow regimens, pipe obstructions, and other intrusions can impact the ability of the flow meter to accurately and continuously meter flow. Once metering manholes are agreed upon, HUNT will install the appropriate flow meter (area/velocity meter, level sensors, or a combination) and setup rain gauges throughout the City of Lockport Sanitary Sewer System. Concurrently to flow meter installation and start-up, HUNT will work with the City to begin collecting additional data.

These efforts are not included in HUNT's scope; though HUNT will assist in quoting and securing contractors to accomplish these efforts for the City. In general, this portion of the project will consist of the following:

Select metering manhole locations and install appropriate flow metering equipment. Set-up rain gauges throughout the system as necessary to capture representative rainfall for the flow monitoring period.

Inflow & Infiltration Analysis

Once the model has been completed, HUNT will utilize historical rainfall data and flow data including WWTF influent flow data, CSO discharge data, and any metering data if provided or collected, see above, to develop a model to quantify I/I. HUNT will analyze the model to quantify groundwater infiltration and rainfall derived infiltration and inflow as follows:

1. Review all rainfall data and interpolate rainfall data across the Sewer System to establish accurate rainfall volumes for each sewershed.

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Deputy City Clerk

From: Sent: To: Subject: Info@lockportny.gov Wednesday, June 28, 2023 8:01 AM 'Deputy City Clerk' FW: [EXTERNAL] Pothole

Good Morning, See below!

-----Original Message-----From: Daniel Wiegand <urdtwturk@yahoo.com> Sent: Tuesday, June 27, 2023 9:10 PM To: info@lockportny.gov Subject: [EXTERNAL] Pothole

Large hole in the south crosswalk of the intersection at walnut and washburn. Cars hitting hard or swerving unsafe to miss it

Thanks

Sent from my iPhone

JUL 0 5 2023 7/5/28 Hello, My Name is Susan Marshall (Bratcher). I live at 403 Walnut St. Lockpart, NY 14094. I have called the city clut's office about 5 times. I spoke with Carol and She assured the Heat my request has been put on the list but that it. is / St Come, 1st Serve. I Request that Some one come out as soon as possible / immediately. This free poses a significant hasand to human life as well as property. We watch the Crack wides almost every day. We Can No longer park in our duisenany and am greatly concerned for augone walking underthe free. I have ideladed preteres of the crack and request Someone come out and meet with me to disense this tree. Sorry for the multiple requests but I am Very worried Someone will be injured by Mis tree. Please Call. 559-906-6544 Thank you Sussey furtheld

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CITY OF LOCKPORT,

Petitioner,

-and-

CASE NO. E-2670

LOCKPORT DEPARTMENT HEADS ASSOCIATION, AFFILIATED WITH OFFICE AND PROFESSIONAL INTERNATIONAL UNION, LOCAL 153,

Respondent,

JOHN J. DELMONTE, ESQ., for petitioner

HAYES DOLCE (MICHAEL DOLCE of counsel), for Respondent

DECISION OF ADMINISTRATIVE LAW JUDGE

On May 31, 2022, the City of Lockport (City) filed an application pursuant to PERB's Rules of Procedure (Rules), § 201.9, seeking to designate the position of City Clerk as Managerial or Confidential in accordance with the criteria set forth in § 201.7(a) of the Public Employees' Fair Employment Act (Act). The City Clerk position presently is in the bargaining unit represented by the Lockport Department Heads Association, affiliated with the Office and Professional International Union, Local 153 (Association). In its Response and Opposition to the Application, the Association asserts, by way of affirmative defenses, that: 1) the City had signed an agreement placing the City Clerk position in the unit represented by the Association; 2) the City is attempting to re-litigate a matter settled by final arbitration; 3) the history and practice of the City Clerk position is not Managerial under the Public Employees' Fair Employment Act (Act);¹ 4) the history and practice of the City Clerk position is not Confidential under the Act;² and 5) precedent requires bargaining in connection with titles contained in the parties collective bargaining agreement (CBA).

A conference was convened on July 20, 2022 when, after several attempts to resolve the issue, no settlement was reached. A hearing was held on October 12, 2022, when both parties were represented by counsel. Both parties filed post-hearing briefs.

FACTS

In January of 2012, City Clerk Dick Mullaney retired after serving approximately 25 years as the City Clerk. During his term, Mullaney's duties, in addition to the duties outlined in the City Charter, included budgeting and collective bargaining duties on behalf of the City. At the time of Mullaney's retirement, Richelle Pasceri, who at the time was serving as a Niagara County Common Council alderperson, was appointed to fill out the remaining six months of Mullaney's unexpired term.³ Pasceri was

¹ Section 201.7(a) of the Act states:

Employees may be designated as managerial only if they are persons (i) who formulate policy or (ii) who may reasonably be required on behalf of the public employer to assist directly in the preparation for and conduct of collective negotiations or to have a major role in the administration of agreements or in personnel administration provided that such role is not of a routine or clerical nature and requires the exercise of independent judgment. Employees may be designated as confidential only if they are persons who assist and act in a confidential capacity to managerial employees described in clause (ii).

reappointed in June of 2012 under Mayor Michael Tucker for a five-year term, and in 2017, under Mayor Anne McCaffrey, to serve another five-year term, set to expire in 2022.⁴ In April of 2020, Pasceri was terminated by Mayor Michelle Roman and Paul Oates was appointed City Clerk, who served until his retirement at the end of September of 2022.

The Association was certified in 1997.⁵ At the time, the Association did not seek to include the City Clerk position, largely due to his role in collective bargaining. Jason Dool, President of the Association since 2009, testified on direct examination that after Mulvaney retired in 2012, the City Clerk position no longer had a formal role in collective bargaining negotiations.⁶ Dool testified that after the previous collective bargaining agreement (CBA) expired on December 31, 2012, there was "no new contract."^{7 8}

The parties stipulated that the title of City Clerk was not included in the 2012 CBA.⁹ Dool testified that Scott Schrader, the City's then-Finance Director, approached Dool sometime in 2016 and proposed that the City Clerk position, among others, be included in the bargaining unit represented by the Association.¹⁰ A successor CBA was executed on January 24, 2018, effective from January 1, 2013 through December 31, 2026, with a Recognition Clause that includes the position of City Clerk.¹¹ Dool testified that the executed CBA was submitted to the Common Council for approval, that there

⁴ Tr, at 134.

^{5 30} PERB ¶ 3046 (1997).

⁶ Tr, at 100.

⁷ Dool testified that the terms of the expired CBA continued pursuant to the Triborough Doctrine. Tr, at 129.

⁸ Tr, at 115.

⁹ Tr, at 116.

¹⁰ Tr, at 98.

¹¹ Tr, at 114-115.

was no discussion of the provisions at the public hearing, and that the CBA was ratified without objection or comment.¹²

In November of 2018, Michelle Roman was elected to fill a one-year term as Mayor, and subsequently was elected for a four-year term. On April 1, 2020, Pasceri was terminated by Roman for neglect of duties pursuant to § C-20 of the City Charter,¹³ and Roman appointed Oates to the vacancy. The Association grieved Pasceri's termination under the CBA's grievance procedure and, after the City's action to stay the arbitration was unsuccessful, the case proceeded to arbitration in May and June of 2022. On October 20, 2022, the arbitration award was issued, in which the arbitrator found that the City did not have just cause to terminate Pasceri, and that her termination violated the terms of the parties' CBA. The arbitrator ordered a make whole remedy.¹⁴

At the time of the PERB hearing, Oates had served in the position of City Clerk for two and a half years. The parties stipulated that the position of City Clerk was included in the bargaining unit represented by the Association during Oates' tenure;¹⁵ however, Oates testified that he never joined the Association as a member.¹⁶

Oates testified that he supervised the staff in the City Clerk's Office, including a

¹⁴ Charting Party's brief, at 6 and 111. ¹⁵ Tr. at 62.

¹⁶ Tr, at 61.

¹² Tr, at 130-131.

¹³ § C-20 "Removal of city officers" states in full:

The Mayor shall have power to remove any officer appointed under this act for incompetency, neglect of duty, misconduct or inability to perform the duties of his office and, when necessary, may appoint another in his stead, who shall hold for the unexpired residue of the term of his predecessor, subject to like power of removal by the Mayor; but such removal must be founded on specific charges in writing, whereof a copy shall be furnished to such officer, and before such removal he shall have an opportunity to appear in person, or by counsel, and be heard in his defense. [§ 20, L. 1911, c. 870]

¹⁰ Tr, at 62.

Deputy City Clerk, two account clerks, a senior account clerk, and a dog control officer, all positions that are represented by the Civil Service Employees Association (CSEA).¹⁷ Oates testified on cross-examination that his pay and benefits were governed by the "unclassified department heads contract,"¹⁸ confirmed by Mayor Roman to be the Lockport Employees Policy Handbook.¹⁹ Dool testified that the terms of the "unrepresented department heads' contract" mirror the terms of the Association's CBA.²⁰

Oates testified that all demographic records and licenses for the City, all FOIL applications, third-party contracts, insurance reimbursements, requests for proposals (RFPs), litigation, and Common Council resolutions are processed through the City Clerk.²¹ However, Oates testified that the licenses are processed according to standard procedures and anyone in the office can prepare a license,²² that he forwards FOIL requests to the appropriate departments or to the County Attorney's office for processing,²³ and that his preparation of the resolutions for the Common Council was "just doing something that's been done many times for years past "²⁴ Oates testified that the Finance Director evaluated RFPs and bids received.²⁵ Oates testified that he has oversight of the refuse contract and that the "garbage issues frequently came through the city clerk's office."²⁶ He testified that the oversees the day-to-day

¹⁷ Tr, at 19 and 60.
 ¹⁸ Tr, at 64.
 ¹⁹ Tr, at 65. Pet Ex 1.
 ²⁰ Tr, at 121.
 ²¹ Tr, at 31-32.
 ²² Tr, at 71-72.
 ²³ Tr, at 74.
 ²⁴ Tr, at 45.
 ²⁵ Tr, at 78.
 ²⁶ Tr, at 38-39.

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issues with residents, when garbage is not picked up, by contacting the waste hauler directly, or route supervisor, to resolve the issue.

Oates testified that he attends the semi-monthly Common Council meetings, which are open to the public, including the executive sessions, which are not public, along with the Mayor and Corporation Council, during which litigation,²⁷ personnel matters,²⁸ and negotiations matters (CSEA and AFSCME, during his term)²⁹ have been discussed. However, Oates testified that although he is "privy"³⁰ to the information disclosed in all the executive sessions, he has no role or vote in those meetings.³¹ He testified that he does not establish policies for his department or for the City.³²

In addition, according to the City Charter, § C-77,³³ Oates' non-financial duties require him, *inter alia*, to make records of the proceedings of the Common Council; to index and file all books and papers of the City; to countersign all licenses granted by the Common Council or authorized officer; to make and deliver to the Treasurer a certified copy of all resolutions and proceedings of the Common Council relating to finances of the City; and to make and deliver to the Mayor certified copies of all motions, resolutions, ordinances or bylaws passed by the Common Council.

Roman testified that the Mayor is the head of the executive branch of local government, is a voting member of the Common Council,³⁴ and is the appointing body

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²⁷ Tr, at 47 and 49.
²⁸ *Id.*²⁹ Tr, at 81-82.
³⁰ Tr, at 80.
³¹ Tr, at 51 and 79.
³² Tr, at 77.
³³ The parties consented to judicial notice of any of the City's official documents that are published online. Tr, at 6-7.
³⁴ Tr, at 89.

of every position, except for the police and fire boards, responsible for all hiring, discipline, and firing of City personnel.³⁵ Roman testified that the Mayor's duties and role are outlined in § C-75 of the City Charter, which include, *inter alia*, the power to enforce the laws of the State and City; to command the police and fire; to monitor the City's finances, government and improvements and make recommendations to the Common Council for necessary or advantageous adoption; to exercise constant supervision over the conduct of subordinate officers and examine complaints against them for misconduct or neglect of duty; to sign all appointments, and to appoint all standing committees and special committees.

Roman testified that the City Clerk position is appointed by the mayor, and the City Clerk also serves as the Clerk of the Council and of the Fire and Police Boards. She testified that the City Clerk is a dual signatory for all paychecks and other banking matters.³⁶ She testified that, during her term, Oates sat in on all meetings of the Common Council, the Police Board, and the Fire Board, and attended all Common Council executive sessions. According to Roman, not only collective bargaining negotiations were discussed in executive session, but also various memoranda of agreement made between the City and the respective bargaining representatives, including the Association.³⁷ In addition, discipline and personnel matters have been discussed in executive sessions. Finally, Roman testified that the City Clerk is privy to all the information, including litigation, that goes through the Corporation Coursel's office.³⁸ When asked if the City Clerk was an "essential presence" in the handling of the

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³⁵ Tr. at 86.

³⁶ Tr, at 157-158.

³⁷ Tr, at 89.

³⁸ Tr, at 91.

City's day-to-day affairs - that she relies on as Mayor, Roman testified, "Yes."39

Roman testified that collective bargaining representatives for negotiations for the City included the deputy corporation counsel, the director of finance, and herself,⁴⁰ although Oates was present at all the City's discussions regarding bargaining proposals.⁴¹

Roman testified that the process for amending a provision of the City Charter depends on how the provision originally was put into the City Charter. She testified that if the provision was adopted by resolution, then an amendment could be made. If the provision was done through a local law, as in the case of the Charter section regarding the City Clerk position, then the Council would be required to hold a public hearing and present an amendment to the local law for consideration, after which the Council would vote on the amendment and, if approved, submit it to New York State.⁴² She testified that no amendments had been enacted to the charter sections related to the appointment of the City Clerk or to the City Charter § C-20 provisions for removal of appointees.⁴³

Pasceri, who held the position of City Clerk from 2012 until 2020, testified for the Association that she never participated in collective bargaining negotiations,⁴⁴ or in any "backroom discussions" during negotiations,⁴⁵ although agreed she was present at executive sessions when confidential contract negotiations were discussed.⁴⁶ She

³⁹ Tr, at 90.
⁴⁰ *Id.*⁴¹ *Id.*⁴² Tre, at 93-94.
⁴³ *Id.*⁴⁴ Tr, at 135-136.
⁴⁵ Tr, at 162.
⁴⁶ Tr, at 151.

testified that she attended the executive sessions for the Police and Fire Boards.⁴⁷ According to Pasceri, other department heads attended executive sessions, from time to time, in connection with personnel matters.⁴⁸

According to Pasceri, she had no authority to hire, discipline, or fire employees,⁴⁹ although she participated in candidate interviews for the senior clerk position in her department.⁵⁰ She testified that she had the same power as any other department head to direct her staff on a daily basis, and to administer discipline in accordance with the terms of the prevailing CBA, but she never had occasion to issue counseling or discipline during her time as City Clerk.

Pasceri testified that during her tenure, the records of the City Clerk's office were digitized and she effectively recommended the vendor to the Common Council.⁵¹ Early in her tenure, according to Pasceri, she certified the payroll, although that duty later was removed from her responsibilities.⁵² Pasceri testified that the City's refuse and recycling program began as a local law initiated by her when she was an alderperson, and once she was City Clerk, the local law⁵³ was amended to designate the City Clerk to oversee the administration and implementation of that program.⁵⁴ Pasceri testified that she also

⁴⁷ Tr, at 150.

⁴⁸ Tr, at 153. Although Dool testified that he attended "several" executive sessions as a department head and in his union representational capacity for members "in front of personnel" (Tr, at 101), he later testified that he attended an executive session once during Roman's administration, in connection with a personnel matter regarding an employee in his department, and not any sessions during Oates' tenure. Tr, at 110-111. ⁴⁹ Tr, at 138.

⁵⁰ Tr, at 160-161.

⁵¹ Tr, at 164.

⁵² Tr, at 157.

 ⁵³ City of Lockport Code, Local Law Chapter 115 Solid Waste, Adopted 8-17-2011 by L.L. No. 4-2011, amended in its entirety 8-1-2012 by L.L. No. 2-2012.
 ⁵⁴ Tr, at 139, 143-144.

participated in the creation of the Medicare reimbursement plan that "made retirees whole" due to changes in the Medicare Advantage plans.⁵⁵

DISCUSSION

As an initial matter, this decision will not address, as argued by the City, whether the City Charter supersedes the terms of the parties' CBA; or as alleged by the Association in its affirmative defenses, whether review of the position constitutes a relitigation of the arbitration award, or whether Pasceri's termination or employment status since the arbitration are relevant. Any conflict that may result from a holding in this decision that may contravene the terms of the parties' current CBA, the arbitration award, or the City Charter, is left to other fora for resolution.⁵⁶

Moreover, I reject the Association's affirmative defense that the City Clerk position is in the parties' recognition clause with the agreement of the City, and that the City is required to bargain for its removal. Acceptance of this argument would preclude an employer from filing an application to so designate any position in a recognized or certified bargaining unit and would render meaningless the provisions of § 201.9 of the Rules, which specifically contemplate such filing.⁵⁷

This decision is, therefore, limited to the issue, pursuant to the Act (CSL § 201.7), that provides for the exclusion of persons from representation who may reasonably be designated from time to time as Managerial or Confidential upon application of the public employer to PERB. The only issue before me is whether, at the time of the

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⁵⁵ Tr, at 141-142. The parties stipulated that retirees are not public employees. Tr, at 162.

⁵⁶ See Teamsters, Local 445 v Town of Monroe, 2023 NY Slip Op 02754 (Ct App May 23, 2023) (Garcia, J).

⁵⁷ Town of Hamburg, 30 PERB ¶ 4039 (1997).

hearing, the duties of the City Clerk, as they were performed by the most recent incumbent, qualify as duties removed from the scope of the Act due to a Managerial or Confidential exemption.

In determining that an employee is Managerial, the Board considers the actual duties performed on the job.⁵⁸ Hence, the testimony from Pasceri regarding her duties and responsibilities during her tenure as City Clerk, while providing historical context, is not controlling or conclusive to this examination. Oates' testimony regarding his responsibilities, along with Roman's testimony regarding the scope of the City Clerk position at present, form the basis of the examination of the position. Thus, the limited issue before me is whether to Designate the City Clerk as Managerial or Confidential based on duties performed by Oates at the time the petition was filed.

In order to prevail in its petition, the City must establish that the position meets the criteria for designating a position as Managerial or Confidential as set in the Public Employees' Fair Employment Act (Act). While an employer's opinion should be given "serious consideration,"⁵⁹ the Board consistently upholds the Legislature's intent that "statutory criteria should be applied conservatively and narrowly, and employees should not be excluded except in very clear instances with all uncertainties resolved in favor of Taylor Law coverage."⁶⁰ Employees may be designated as Managerial only if they are persons who formulate policy or have a major role in the administration of agreements, in personnel administration, or collective negotiations.⁶¹ It was the intent of the

 ⁵⁸ Vill of Scarsdale, 49 PERB ¶ 3009, 3041 (2016), citing Lippman v New York State Pub Empl Relations Bd, 263 AD2d 891, 902, 32 PERB ¶ 7017, 7028 (3d Dept 1999).
 ⁵⁹ State of New York, 5 PERB ¶ 3001, 3003 (1972).

⁶⁰ *Lippman v New York State Pub Empl Relations Bd*, 263 AD2d 891, 902, 32 PERB ¶ 7017, 7028.

⁶¹ Act, § 201.7(a); Fashion Inst of Technology, 42 PERB ¶ 3018 (2009).

Legislature that persons who formulate policy may be designated Managerial even though they do not exercise a labor relations function. Moreover, each of the criterion are "but one of four established by the Legislature for designating persons as managerial "⁶²

It is well-settled that policy formation within the meaning of the Act is evident when the incumbent to the position "participates with regularity in the essential process involving the determination of the goals and objectives of the government involved, and of the methods for accomplishing those goals and objectives that have a substantial impact upon the affairs and the constituency of the government."⁶³ To satisfy this criterion, an employee must exercise independent judgment and fundamental control over the direction and scope of the employer's mission.⁶⁴ Only those employees who have a "direct and powerful influence" on policy formulation at the highest level will be determined to be Managerial under this criterion.⁶⁵ It does not include a person who simply drafts language for the statement of policy without meaningful participation in the decisional process, nor would it include one who simply engaged in research or the collection of data necessary for the development of a policy proposal.⁶⁶ Policy is a definite course or method of action selected from alternatives that guide and determine present and future decisions.⁶⁷ Evidence of significant day-to-day decision-making in

⁶² City of Binghamton, 10 PERB ¶ 3038, 3072 (1977); State of New York, 5 PERB ¶ 3001, 3005.

⁶³ City of Yonkers, 53 PERB ¶ 3014, at 3067, citing Lippman v New York State Pub Empl Relations Bd, 263 AD2d 891, at 902, 32 PERB ¶ 7017, at 7028.

⁶⁴ State of New York (Unified Court System), 30 PERB ¶ 3067 (1997), conf sub nom Lippman v New York State Pub Empl Relations Bd, 263 AD2d 891, at 902, 32 PERB ¶ 7017, at 7028.

 ⁶⁵ City of Binghamton, 12 PERB ¶ 4022, at 4038 (1979), affd 12 PERB ¶ 3099 (1979).
 ⁶⁶ State of New York, 5 PERB ¶ 3001, at 3005.

⁶⁷ Fashion Inst of Technology, 42 PERB ¶ 3018; State of New York, 5 PERB ¶ 3001.

the operation of a department is one such element supporting a Managerial designation based on policy formulation.⁶⁸

Oates testified, without contradiction, that he did not formulate policy within his department or on behalf of the City.⁶⁹ The record is silent regarding any policies created or enacted by Oates directly. Moreover, Oates testified that any questions regarding the processing of FOIL requests, Workers' Compensation claims, RFPs and bid awards,⁷⁰ and third-party contracts all were forwarded by him to the respective departments, the finance director, or to the Corporation Counsel for processing, and he maintained an oversight or contact position. None of Oates' testimony evidenced the exercise of independent judgement. With regard to the refuse issue, while Oates testified that he personally had direct dealings with Waste Management program, there is no evidence that Oates designed or manages that policy. Thus, inasmuch as the Clerk does not establish or "formulate" policy per *State of New York*,⁷¹ I find that Oates does not meet the criterion for Managerial designation based on policy formation.

The remaining three prongs of the managerial test involve a labor relations function.⁷² Of those, the second prong of the analysis examines whether the incumbent has a direct role in negotiating collective bargaining agreements. More specifically, this criterion requires:

Preparation for collective negotiations, but such assistance without participation in the actual conduct of negotiations would not satisfy the statutory criterion. Moreover, we take the phrase "to assist directly" to mean direct involvement or participation in the preparation for collective negotiations so as to be part of the

- 69 Tr, at 77.
- ⁷⁰ Tr, at 78.
- ⁷¹ 5 PERB ¶ 3001.

⁶⁸ Id.

⁷² State of New York, 5 PERB ¶ 3001, at 3005.

decision-making process therein. Similarly, with respect to "conduct of collective negotiations", there must be direct involvement or participation in the negotiating process.⁷³

Although Oates was present during "back room" sessions⁷⁴ related to collective bargaining discussions, both Oates and Roman⁷⁶ confirmed that Oates did not participate directly in the preparation for, or participate in, the negotiating process. In addition, he was present in Executive sessions during Common Council meetings when union contract negotiations and deliberations related to CSEA and AFSCME units were discussed.⁷⁶ However, simply being present at the negotiations as an observer or other non-participatory role does not suffice.⁷⁷ Therefore, I find that Oates does not meet this criterion for Managerial designation.

The third and fourth criteria require that the incumbent has a "major role" in the administration of agreements or in personnel administration, both of which require that the employee exercise independent judgment in effecting change in the employer's procedures or methods of operation as necessitated by the implementation of agreements.⁷⁸ Administration of agreements involves; 1) observance of the terms of the agreement; and (2) interpretation of the agreement both within and without the grievance procedures of the contract.⁷⁹ It is the second function, i.e., the interpretation of an agreement involving employee relations, that would constitute a 'major role' in the administration of an agreement and would require the exercise of independent

- ⁷⁶ Tr, at 81 and 89.
- ⁷⁷ Id,
- ⁷⁸ Fashion Institute of Technology, 42 PERB ¶ 3018, at 3061.
- ⁷⁹ Id.

⁷³ Id.

⁷⁴ Tr, at 92.

⁷⁵ Tr, at 90.

Case No. E-2670

judgement.⁸⁰ Personnel administration, the fourth criterion, requires the employee exercise independent judgment in effecting changes in the employer's procedures or methods of operation as necessitated by the implementation of agreements.⁸¹ According to the Board, this fourth criterion is described as a "compression of our prior definition."⁸²

Here, there was no testimony provided by Oates or Roman that Oates, as Clerk, had any responsibility for the interpretation of any agreements or any grievance processing. Nor is there any testimony that Oates exercised any independent judgment and changed any procedures as a result of implementation of any agreement. Thus, based on the lack of evidentiary support, Oates, as Clerk, does not meet the third or fourth criteria to be designated Managerial under the Act

Thus, having not met any of the four criteria necessary for Managerial designation under §201.7(a) of the Act, this aspect of the Employer Petition for Designation of Persons as Managerial is denied.

Next, I will examine whether Oates' testimony established any evidence that he properly be designated as Confidential. In *Town of Dewitt*,⁸³ the Board established a two-pronged test for a Confidential designation. Under that test, the employee, first, must assist a managerial employee in his or her labor relations managerial functions and, second, act in a confidential capacity to the managerial employee. The former prong reflects the confidential employee's duties, while the latter connotes a confidential employee and the confidential

- 15 -

⁸⁰ State of New York, 5 PERB ¶ 3001, at 3006.

⁸¹ Fashion Institute of Technology, 42 PERB ¶ 3018, at 3061.

^{82 5} PERB ¶ 3001, at 3006.

^{83 32} PERB ¶ 3001, 3002 (1999).

employee.⁸⁴ The two parts of the test are distinct; thus, satisfaction of one might not necessarily satisfy the other. A person assisting a manager through the performance of duties confidential in nature is not necessarily one performing those duties in a position which has a confidential relationship to the § 201.7(a)(ii) manager.⁸⁵ A person in a confidential relationship to a managerial employee might never perform or be expected to perform any of the duties warranting a Confidential designation.⁸⁶ Moreover, consistent with the underlying purpose of the exclusion of confidential employees from coverage, it is only those personnel functions that present conflicts of interest with the employees' representation for purposes of collective negotiations which will qualify for Confidential designation.⁸⁷

As a preliminary matter, the record does not confirm whether the Mayor position, currently held by Roman, has been designated as Managerial. There is no requirement that the Confidential employee's superior be formally designated as Managerial.⁸⁸ However, the record testimony of a manager's responsibilities on behalf of the employer can be assessed to determine whether the duties would support such a designation.⁸⁹ The position of Mayor would be designated as Managerial only if she formulates policy, or has a major role in collective bargaining, the administration of agreements, or in personnel administration.

⁸⁵ Town of Dewitt, 32 PERB ¶ 3001.

⁸⁷ Id.

⁸⁴ City of Yonkers, 50 PERB ¶ 3033 (2017), citing *Town of Dewitt*, 32 PERB ¶ 3001, 3002 (1999).

⁸⁶ *Id*, at 3002.

⁸⁸ Byram Hills Sch Dist, 5 PERB ¶ 3028 (1972).

⁸⁹ Yonkers Pub Library, 11 PERB ¶ 4052, n. 4 (1978) ("The facts related to job duties and responsibilities, not a prior PERB designation, are dispositive of managerial status.")

Here, Roman testified she has held the position of Mayor since November 2018 and heads the executive branch of local government.⁹⁰ She is a voting member of the Common Council,⁹¹ the appointing authority for every position in City government (except for Fire and Police Boards), and is responsible for hiring, firing and discipline.⁹² As Mayor, she directly participates in the negotiations for upcoming contracts and Memoranda of Agreement.⁹³ After reviewing the testimony, it is clear that the Mayor meets the policy, collective bargaining, and personnel administration aspects of the managerial analysis and would be considered to qualify for a Managerial designation under PERB criterion. Thus, I find that Roman, as Mayor of Lockport, would meet the criteria for a Managerial designation.

Turning to the City Clerk, a Confidential designation will be made, first, if the evidence supports a finding that Oates assisted Roman in connection with Roman's duties related to collective bargaining, administration of agreements, or personnel administration. In addition to Oates' role, pursuant to the City Charter, as the "keeper of the records,"⁹⁴ he maintained all of the papers, books, and documents belonging to the City including union proposals, discipline, and litigation. He transmitted these, and other personnel correspondence related to appointments made by the Mayor, made and maintained a record of the proceedings of the Common Counsel, and made and delivered to the Mayor certified copies of motions, resolutions, ordinances, and bylaws passed by the Common Council. In addition, Oates testified that he kept notes from

90 Tr, at 86.

- ⁹¹ Tr, at 89.
- ⁹² Id.
- ⁹³ Tr, at 90.
- ⁹⁴ Id.

Common Council sessions, and attended the executive sessions for the Police and Fire Board, even when the Mayor was not present.⁹⁵ According to Roman, Oates was an essential presence in handling the City's day-to-day affairs that she relied on as Mayor.⁹⁶ On the basis of the duties performed by Oates in assisting Roman, I find that the City Clerk meets the first *Dewitt* prong for Confidential designation.

The second prong of *Dewitt*, the relationship aspect, is based on an employee's personnel function in which the employee is "exposed in the course of performing personnel work to information which has a direct relationship to and impact upon collective negotiations and the administration of collective bargaining agreements."⁹⁷ Oates testified, and Roman confirmed, that Oates attended executive sessions of the Common Council and "back room" sessions,⁹⁸ when collective bargaining proposals were deliberated.⁹⁹ Although he did not have a Managerial role in the formulation of proposals on those occasions, he was exposed to those negotiations' strategies based on his confidential relationship with Roman. On this basis, I find that Oates qualifies under the second prong of the *Dewitt* analysis.

On the basis of the foregoing, I find that the position of City Clerk meets the criteria supporting a Confidential designation, and this portion of the petition is granted.

As a final note, when the degree and nature of the duties to be performed indicate a conflict of interest, PERB has held that the position may be excluded from the rank and file unit.¹⁰⁰ The performance of mere ministerial acts such as simple access to existing

⁹⁶ Tr, at 90.

- 98 Tr. at 92.
- 99 Tr, at 47, 49, 51, 79, 81-82.

¹⁰⁰ New York Power Auth, 37 PERB ¶ 4019 (2004), citing State of New York, 2 PERB ¶ 3037, 3317 (1969) and City of Rye, 33 PERB ¶ 3035, 3089 (2000).

⁹⁵ Tr, at 89.

⁹⁷ Town of Dewitt, 32 PERB ¶ 3001, at 3003.

personnel information is not of the type that would create a conflict of interest or a clash of loyalties.¹⁰¹ As City Clerk, Oates had been present during Common Council executive sessions that included discussions related to personnel and discipline of bargaining unit members, collective bargaining proposals, and litigation - information that "is not intended for the eyes and ears of the unit members or their representatives."¹⁰² Oates testified that "it was difficult to be in on an executive session" and that "there were occasions where [sic] something would be discussed in executive session and I might be approached by someone … who works for the city, after the fact about what was discussed. …"¹⁰³ It is not unreasonable to anticipate that whatever tension may be generated by Oates' exposure to the executive sessions would complicate his relationship with the members of the bargaining unit.¹⁰⁴ Thus, I find that these duties and activities also support the Confidential designation of the City Clerk on the on the basis of conflict of interest.

Accordingly, I hereby designate the position of City Clerk as Confidential.

Dated at Buffalo, New York this 22nd day of June, 2023

Naug Shomefut

Mary Thomas Scott Administrative Law Judge

¹⁰¹ State of New York (Office of Parks, Recreation and Historic Preservation), 38 PERB ¶ 4027 (2005), affd 39 PERB ¶ 3007 (2006).
 ¹⁰² Id.
 ¹⁰³ Tr, at 51.

¹⁰⁴ See Bath Municipal Utility Commission, 37 PERB ¶ 3010 (2004).

City of Lockport

Employee Anniversary Report

July

Employee	Primary Department	Date	Years
1116 Pellicano, Saverio A	Fire Department	07/01/1994	29
1185 Foley, Daniel G	Fire Department	07/15/1994	29
1024 McFall, Michael J Chief Operator	Waste Water Department	07/10/1998	25
1160 Stopa, Jessica E	Waste Water Department	07/11/2005	18
1083 Fredrickson, Jon B	Fire Department	07/10/2006	17
1099 Lane, Christopher C	Fire Department	07/10/2006	17
1127 Scapelliti, James M	Fire Department	07/10/2006	17
1042 Cercone, Scott A	Building Maintenance	07/17/2006	17
1142 Vosler, Matthew T	Police Department	07/20/2015	8
1179 Cutter, Michael D Heavy Equipment	Water Distribution	07/27/2018	5
1294 McAvoy-Huczel, Megan D	Civil Service / Personnel	07/01/2019	4
1292 Reid, Brandon A	Civil Service / Personnel	07/01/2019	4
1300 Radlich, Nicholas A	Fire Department	07/15/2019	4
1333 Niezgoda, Tanner C	Fire Department	07/27/2020	3
1438 Valery, Chase M	Public Works	07/01/2021	2
1451 Bretherton, Ashley C	Finance Department	07/19/2021	2
1452 Leible, Henry John	Waste Water Department	07/30/2021	2
1500 Quinones, Emily R	Waste Water Department	07/11/2022	1
1535 Pratt, Dylan T	Engineering and Capital	07/03/2023	0
Total Employee		07,00,2020	0

FREED

5676 Beattie Avenue Lockport, NY 14094 716-434-5451

June 26, 2023

RECEIVED JUN 262023 CITY CLERK OFFICE

Common Council Members,

I am writing to request that a portion of Ontario Street, between Hawley Street and North Transit Street, be blocked off during a Community Block Party at the Imagine Community Garden (at 151 Ontario Street) on Thursday evening, July 13th.

The block party will be held on Thursday, July 13th, from approximately 5 to 8 PM. We will provide a complementary meal, including pizza purchased from a local pizzeria, individually packaged bags of chips, individually packaged desserts, soda cans and water bottles. We have received a permit from the Niagara County Health Department, and will follow all of their guidelines concerning food service. We also have a certificate of insurance, have rented two bouncehouses, and will follow all the necessary health guidelines concerning that as well. Lastly, we will offer residence from the neighborhood tours of the community garden.

I have a certificate of insurance from our insurance company, and am providing a copy of it with this letter.

Thank you,

Peggy Belfield Peggy Belfield

Business Manager P. belfield Offreedomny Church /pb

> Visit: freedomny.church / Email: info@freedomny.church / Fax: 716-434-5481 Pastor Craig Campbell



LFITZPATRICK

DATE (MM/DD/YYYY) 6/23/2023

CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED BELOW. REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Linda Fitzpatrick PRODUCER James O. Bower Insurance, Inc. PHONE (A/C, No, Ext): (800) 326-7200 FAX (A/C, No): (717) 763-5517 P.O. Box 1310 E-MAIL ADDRESS: service.ny@americanchurchgroup.com Mechanicsburg, PA 17055 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Brotherhood Mutual Ins Co 13528 INSURED INSURER B : **Freedom Church** INSURER C 5676 Beattie Avenue INSURER D Lockport, NY 14094 INSURER E : INSURER F COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDI SUBR POLICY FEE POLICY EXP INSR

LTR		TYPE OF INSURANCE	E OF INSURANCE ADDL SUBR POLICY NUMBER (MM/DD/YYYY)		LIMIT	IMITS				
A	X	COMMERCIAL GENERAL LIABILITY			31M5A0394718	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 1,000,000
			-					MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	3,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:							\$	
	AUT							COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	\$	
. IV		AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
			_						s	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-M	ADE					AGGREGATE	\$	
_		DED RETENTION \$		-					\$	
		RKERS COMPENSATION	/ N					PER OTH- STATUTE ER		
	ANY OFFI	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
		CER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYEE	s	
	DES	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
	DÉS	CRIPTION OF OPERATIONS below						E,L, DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This certificate serves as proof of insurance. The City of Lockport is recognized as an additional insured as it relates to the use of the City's right-of-way by the Community Garden Block Party on July 13th, 2023

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

CERTIFICATE HOLDER

CITY OF LOCKPORT 1 LOCKS PLAZA Lockport, NY 14094

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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City of Lockport - Resolution Request Form

Drecented Bur A a a a a a a a		bursement Rates			
Presented By: ASSESSOT		Date Submitted: 6/22/2023			
Topic Ar	ea (Select Mos	t Applicable Option):			
Community Event			r		
Budget Amendment		Local Law Change Community Development			
Contract Approval		Community Event			
Donation Acceptance		Engineering Process	1		
Grant Application / Award		Code and Planning			
Fund Utilization Request	Set	Other			
i una offizzation nequest		Other	L		
	days prior to Counci	I meeting. Otherwise request will go to following	g meeting.		
Summary of Resolution:					
basis). Explanation of Attachments:					
explanation of Attachments:					
(1) Original rate resolution, (2) emp	loyee handbo	ook (3) NYS OSC current rate			
resolution.			s, (4)		
resolution. Please include all backup correspondence, purchase orde	er, quotes, meeting r				
resolution. Please include all backup correspondence, purchase orde be released pub	er, quotes, meeting r	ninutes, emails, etc If any of this information i e a check in this field:			
resolution. Please include all backup correspondence, purchase orde be released pub	er, quotes, meeting r lically, please denot	ninutes, emails, etc If any of this information i e a check in this field:			
resolution. Please include all backup correspondence, purchase orde be released pub	er, quotes, meeting r lically, please denot	ninutes, emails, etc If any of this information i e a check in this field:			

060204.11

By Alderman Green:

Resolved, that the resolution adopted on March 21, 1979, and amended on August 3, 1994, relative to the policy for City officials, department heads and employees attending seminars and conferences and requesting reimbursement for travel and lodging expenses and any subsequent amendments, be and the same are hereby rescinded, and the following Travel Reimbursement Policy be and the same is hereby adopted:

- All requests for attendance at seminars or conferences will be submitted to and 1. approved by the Finance Committee.
- Departmental attendees to seminars or conferences shall be at the discretion of 2. the Department Head and within the constraints of the departmental budget.
- Only actual travel and lodging expenses directly attributable to the authorization 3. permitting the travel shall be paid or reimbursed.
- A City vehicle shall be used for travel whenever practicable. In the event that a 4. privately owned vehicle (POV) is utilized, reimbursement will be made based on the Internal Revenue Service's established rate per mile. The City Auditor will verify said rate. Only one (1) mileage reimbursement shall be paid for each POV, transporting up to four employees.
- Hotel accommodations will be paid or reimbursed only at a "Government rate", or 5. less. Payment or reimbursement will not be made for hotel suites unless the rate paid is less than the average individual room rate for the total number of individuals staying in the room. "Tax Exempt Forms" shall be presented to the hotel upon registration and prior notification of tax exempt status should be made when reservations are confirmed.
- When housed under the American Plan only normal charges will be paid or 6. reimbursed. Room service charges will not be permitted.
- Maximum meal payments or reimbursements shall be at the rate not to exceed 7. \$7.00 for breakfast, \$12.00 for lunch and \$27.00 for dinner. No reimbursement shall be made for alcoholic beverages.
- Employees will be entitled to one (1) phone call per day, not to exceed ten (10) 8. minutes in length to their home, which may be charged to their hotel room.
- Utilization of the City's "Corporate Credit Cards" is encouraged when traveling or 9. making reservations.
- All charges and reimbursement requests, shall be submitted within one work 10. week upon returning. Only the original receipts will be submitted for payment. In the event of a lost receipt a duplicate shall be obtained, and when not possible, a signed statement detailing the circumstance will be submitted.
- It shall be the responsibility of the department head to inform their employees of 11. this policy and to insure the provisions are adhered to.

Seconded by Alderman Blackley and adopted. Ayes 5.

6/02/04

6. The employee's supervisor shall complete and remit an accident assessment form to the City Clerk within 24 hours for the purposes of evaluating the accident and in determining whether counseling ordisciplinary actions are warranted.

The Clerk upon receipt of the accident report kit shall copy same to each member of thePublic Health and Safety Committee. Any two (2) members of the Public Health and Safety Committee may call for a meeting to investigate any accident. In the event of an accident the Fleet Safety Committee shall convene in a timely fashion. The Committee shall serve in an advisory capacity only and will examine the circumstances of the accident. The Public Health and Safety Committee is charged with making recommendations to the Mayor and Supervisors/Department Heads about what corrective measures may include but are not limited to training, disciplinary action, or theestablishment of certain driving protocol. The Committee shall have the power to require the attendance of any City employee involved in an accident and also the Supervisors/Department Heads of said employee in an investigation meeting.

E. Insurance

In general, when operating a City-owned vehicle for purposes of conducting City business, the employee and passengers will be protected by the City's insurance coverage, subject to the terms of the applicable policy and any exclusions or disclaimers. The employee may be entitled to Workers' Compensation benefits for any injuries sustained in that scenario.

When operating a personal vehicle for purposes of conducting City business, the primary insurance protection (personal injury, comprehensive and collision) will be provided by your personal insurance policy with secondary coverage provided by the City's policy. Workers' Compensation benefits may still be available to the employee in the event he orshe suffers personal injury while using a personal vehicle to conduct City business.

F. Travel / Mileage Reimbursement

- 1. All requests for attendance at seminars or conferences will be submitted to and approved by the Finance Committee.
- 2. Department attendees to seminars or conferences shall be at the discretion of the Department Head and within the constraints of the departmental budget.
- 3. Only actual travel and lodging expenses directly attributable to the authorizationpermitting the travel shall be paid or reimbursed.
- 4. A City vehicle shall be used for travel whenever practicable. In the event that a privately-owned vehicle (POV) is utilized, reimbursement will be made based on the Internal Revenue Service's established rate per mile. The Director of Finance will verify said rate. Only one (1) mileage reimbursement shall be paidfor each POV, transporting up to four employees.
- 5. Hotel accommodations will be paid or reimbursed only at a "governmental

rate", or less. Payment or reimbursement will not be made for hotel suites unless therate paid is less than the average individual room rate for the total number of individuals staying in the room. If a "governmental rate" is not available, prior approval for the Hotel accommodations shall be obtained prior to making said reservations. The City shall pay for all approved accommodations. "Tax Exempt Forms" shall be presented to thehotel upon registration and prior notification of tax-exempt status should be made when reservations are confirmed.

- 6. When housed under the "American Plan" (all-inclusive rate), only normal charges will be paid or reimbursed. Room service charges will not be permitted.
- 7. Maximum meal payments or reimbursements shall be at the rate not to exceed \$7.00 for breakfast, \$12.00 for lunch and \$27.00 for dinner. No reimbursements shall be made for alcoholic beverages.
- 8. Utilization of the City's credit card is encouraged when making reservations. In no way should travel expenses be incurred without an approved purchase order.
- 9. All charges and reimbursement requests shall be submitted in accordance withcurrent procedures and within five (5) business days upon returning. Only theoriginal receipts will be honored for payment. In the event of a lost receipt, theemployee is responsible for obtaining a duplicate from the vendor or a signed statement detailing the circumstances shall be submitted.

G. DEFENSIVE DRIVING PROGRAM

The Public Health and Safety Committee shall have the power to establish a defense driving program for all City employees engaged in the use of a motor vehicle in the performance of their job. Said program will be proactive, in that it is designated to raise the awareness of safe driving practices in an effort to avoid accidents and it shall be reactive, in that any employee involved in an accident that is deemed to be a result of the employee's negligence said employee shall attend a driver's safety course.

XV. Use of City Property and Equipment

The City provides employees with the property and equipment necessary to carry out theresponsibilities of their positions. Employees are not permitted to use City property or equipment for personal use.

All City property and equipment should be returned to their proper place when not being used. Any missing or damaged property/equipment should be reported to your supervisor immediately. Removal of any City property, equipment or supplies, or removal of other employees' personal property by an employee without prior management authorization is deemed an act of theft and will result in disciplinary action up to and including discharge. Employees shall not damage or tamper with City or personal property assigned or owned by another City employee. The City is not responsible for the loss of an employee's personal property and asks that each

	Maximum		
County	Lodging	Breakfast	Dinner
Albany	114.00	14.00	55.00
Allegany	98.00	12.00	47.00
Вгооте	101.00	12.00	47.00
Cattaraugus	98.00	12.00	47.00
Cayuga	98.00	12.00	47.00
Chautauqua	98.00	12.00	47.00
Chemung	98.00	12.00	47.00
Chenango	98.00	12.00	47.00
Clinton	98.00	12.00	47.00
Columbia	98.00	12.00	47,00
Cortland	98.00	12.00	47.00
Delaware	98.00	12.00	47.00
Dutchess	108.00	14.00	55.00
Erie	106.00	14.00	55.00
Essex			
Oct.1-Feb.28	145.00	16.00	63.00
Mar. $1 - June 30$	123.00	16.00	63.00
July 1 –Aug.31	207.00	16.00	63.00
Sep.1-Sep .30	145.00	16.00	63.00
Franklin	98.00	12.00	47.00
Fulton	98.00	12.00	47.00
Genesee	98.00	12.00	47.00
Greene	98.00	12.00	47.00
Hamilton	98.00	12.00	47.00
Herkimer	98.00	12.00	47.00
Jefferson	98.00	12.00	47.00
Lewis	98.00	12.00	47.00
Livingston	98.00	12.00	47.00
Madison	98.00	12.00	47.00
Monroe	114.00	14.00	55.00
Montgomery	98.00	12.00	47.00
Nassau	150.00	15.00	59.00
Niagara Sep.1-June 30	98.00	14.00	55.00
July 1-Aug.30	133.00	14.00	55.00
Oneida	98.00	12.00	47.00
Onondaga	101.00	13.00	51.00
Ontario	98.00	12.00	47.00
Orange	118.00	13.00	51.00
Orleans	98.00	12.00	47.00
Oswego	101.00	13.00	51.00
Otsego	98.00	12.00	47.00
Putnam	98.00	12.00	47.00
Rensselaer	108.00	13.00	51.00

Rates Schedule Lodging & Meals Effective October 1, 2022 – September 30, 2023 Lunch is Not a Reimbursable Expense

County	Maximum Lodging	Breakfast	Dinner
Rockland (Nyack/Palisades)	117.00	14.00	55.00
St. Lawrence	98.00	12.00	47.00
Saratoga Sep.1 –June 30	116.00	13.00	51.00
July1 – Aug.31	183.00	13.00	51.00
Schenectady Sep.1 – Jun 30	116.00	13.00	51.00
July 1 –Aug.31	183.00	13.00	51.00
Schoharie	98.00	12.00	47.00
Schuyler	98.00	12.00	47.00
Seneca	98.00	12.00	47.00
Steuben	98.00	12.00	47.00
Suffolk	147.00	14.00	55.00
Sullivan	98.00	12.00	47.00
Tioga	98.00	12.00	47.00
Tompkins Oct.1 – Nov. 30	134.00	15.00	59.00
Dec. 1 – Jan. 31	106.00	15.00	59.00
Feb. 1 – Sep. 30	134.00	15.00	59.00
Ulster	113.00	14.00	55.00
Warren Oct.1-June 30	119.00	14.00	55.00
July 1-Aug.31	198.00	14.00	55.00
Sep.1-Sep.30	119.00	14.00	55.00
Washington	98.00	12.00	47.00
Wayne	98.00	12.00	47.00
Westchester	142.00	15.00	59.00
Wyoming	96.00	12.00	47.00
Yates	96.00	12.00	47.00
NY City (includes Bronx, Queens, Manhattan, Brooklyn, Staten Island)			
Sep 1 – Dec.31	286.00	16.00	63.00
Jan 1 – Feb.28	159.00	16.00	63.00
Mar.1-June 30	258.00	16.00	63.00
July 1 – Aug. 31	220.00	16.00	63.00

Rates Schedule Lodging & Meals Effective October 1, 2022 – September 30, 2023 Lunch is Not a Reimbursable Expense

10/21

060204.11

By Alderman Green:

Resolved, that the resolution adopted on March 21, 1979, and amended on August 3, 1994, relative to the policy for City officials, department heads and employees attending seminars and conferences and requesting reimbursement for travel and lodging expenses and any subsequent amendments, be and the same are hereby rescinded, and the following Travel Reimbursement Policy be and the same is hereby adopted:

- All requests for attendance at seminars or conferences will be submitted to and 1. approved by the Finance Committee.
- Departmental attendees to seminars or conferences shall be at the discretion of 2. the Department Head and within the constraints of the departmental budget.
- Only actual travel and lodging expenses directly attributable to the authorization 3. permitting the travel shall be paid or reimbursed.
- A City vehicle shall be used for travel whenever practicable. In the event that a 4. privately owned vehicle (POV) is utilized, reimbursement will be made based on the Internal Revenue Service's established rate per mile. The City Auditor will verify said rate. Only one (1) mileage reimbursement shall be paid for each POV, transporting up to four employees.
- Hotel accommodations will be paid or reimbursed only at a "Government rate", or 5. less. Payment or reimbursement will not be made for hotel suites unless the rate paid is less than the average individual room rate for the total number of individuals staying in the room. "Tax Exempt Forms" shall be presented to the hotel upon registration and prior notification of tax exempt status should be made when reservations are confirmed.
- When housed under the American Plan only normal charges will be paid or 6. reimbursed. Room service charges will not be permitted.
- Maximum meal payments or reimbursements shall be at the rate not to exceed \$7.00 for breakfast, \$12.00 for lunch and \$27.00 for dinner. No reimbursement 7. shall be made for alcoholic beverages.
- Employees will be entitled to one (1) phone call per day, not to exceed ten (10) 8. minutes in length to their home, which may be charged to their hotel room.
- Utilization of the City's "Corporate Credit Cards" is encouraged when traveling or 9. making reservations.
- All charges and reimbursement requests, shall be submitted within one work week upon returning. Only the original receipts will be submitted for payment. 10. In the event of a lost receipt a duplicate shall be obtained, and when not possible, a signed statement detailing the circumstance will be submitted.
- It shall be the responsibility of the department head to inform their employees of 11. this policy and to insure the provisions are adhered to.

Seconded by Alderman Blackley and adopted. Ayes 5.

6/02/04

July 2023 Changes to Elected Officials Salary

	Curi	rent	Pro	oposed	Percent Increase
Mayor	\$	43,970	\$	43,970	0.0%
Treasurer	\$	55,000	\$	55,000	0.0%
Council	\$	8,000	\$	8,000	0.0%
Council President	\$	8,500	\$	8,500	0.0%

To use, insert proposed change in the green box. If there is no requested change, make proposed equal to current.

With your proposed changes, you can expect a total cost increase of\$which includes wages, FICA, and retirement (where applicable). This equates to a0.00%property tax rate increase for FY 2024.0.00%



Independent Living of Niagara County

10

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

06/27/2023

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

Dear Mayor,

In recognition of International Overdose Awareness Day, Independent Living of Niagara County will be hosting the 7th Annual Lockport Overdose Awareness Day Rally on Thursday, August 31st, 2023 at Veteran's Park in Lockport, NY from 5:00pm – 8:00pm. Admission is free and open to all persons interested. Independent Living of Niagara County and our community partners expect over 250 attendees and have many local agencies collaborating with this event.

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

We hope to share this day of remembrance with you.

Thank you,

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

Please refrain from wearing scented products when visiting our offices.

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



CERTIFICATE OF LIABILITY INSUR	ANCE
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DATE (MM/DD/YYYY) 06/12/2023

OP ID: MP

_								00	5/12/2023
	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	'IVEI SUR	LY O	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND OR /	LTER THE CO	OVERAGE AFFORDED	BY TH	E POLICIES
1 1	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subjec his certificate does not confer rights	t to 1	the te	erms and conditions of the	ne policy, certai	n policies may	NAL INSURED provision require an endorseme	onsort nt.As	e endorsed. statement on
	DUCER	o un		6-886-6600	CONTACT Eric				
E.T	Clauss & Co., Inc.			0000	NAME: PHONE (A/C, No, Ext): 716	06 4400			
	Delaware Ave. falo, NY 14209				(A/C, No, Ext):	-000-0000	(Á/C, No): / 10-0	86-4128
	T. Clauss				E-MAIL ADDRESS:				
							RDING COVERAGE		NAIC #
			_		INSURER A : Philadelphia Indemnity Ins. Co				
WN	INSURED WNY Independent Living Inc 3108 Main Street Buffalo, NY 14214-1384				INSURER B ;				
310 Buf					INSURER C :				
					INSURER D :				
					INSURER E :				
					INSURER F :				
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Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	S	1,000,000
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							MED EXP (Any one person)	s	5,000
Α	X PROFESSIONAL						PERSONAL & ADV INJURY	s	1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	-	2,000,000
	OTHER							s	
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	s	1,000,000
	X ANY AUTO			PHPK2525292	03/01/20	23 03/01/2024	(Ea accident) BODILY INJURY (Per person)		
	OWNED AUTOS ONLY SCHEDULED AUTOS		1111 112023232		03/01/2023		BODILY INJURY (Per accident	\$	
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
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Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	4,000,000
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	DED X RETENTION \$ 10000						AGGREGATE	1	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE								
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - EA EMPLOYE		
	DESCRIPTION OF OPERATIONS DEIDW						E.L. DISEASE - POLICY LIMIT	\$	
he fth or f	RIPTION OF OPERATIONS / LOCATIONS / VEHICL City of Lockport is named as add e City's right-of-way by WNY Ind he purpose of Overdose Awarend cel Notice Applies.	Hin	and in	curad as it solates to t	he use	nore space is requi	red)		
CERTIFICATE HOLDER					CANCELLATIC	N			
	City of Lockport Lockport Municipal Buildi One Locks Plaza			THE EXPIRAT	ON DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.			
One Locks Plaza Lockport, NY 14094					AUTHORIZED REPRE				

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Deputy City Clerk

From:Roland Davis <lockportrampage@gmail.com>Sent:Monday, July 3, 2023 5:59 PMTo:Deputy City ClerkSubject:[EXTERNAL] Re: 053123.4 Resolution

Good Afternoon,

The Lockport Wildcats are seeking an amended resolution to add an additional home game on July 22,2023. Thank you in advance.

Sincerely,

Roland Davis President, Lockport Wildcats

On Thu, Jun 1, 2023 at 3:35 PM Roland Davis <<u>lockportrampage@gmail.com</u>> wrote: Thank you!

On Thu, Jun 1, 2023 at 11:22 AM Deputy City Clerk <<u>deputyclerk@lockportny.gov</u>> wrote:

Please see attached.

Thank you!

Emily Stoddard

Deputy City Clerk / Registrar of Vital Statistics

Phone: (716) 439-6667

Fax: (716) 439-6702

deputyclerk@lockportny.gov