

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

August 23rd, 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 - STATE OF THE CITY ADDRESS

RECESS

Recess for public input.

082323.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of August 9th, 2023 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:

FROM THE CITY CLERK

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

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

6/8/2023 Niagara Celtic Heritage Festival Society requesting permission to hang banner in promotion of this year's Niagara Celtic Festival to be held 9/16 and 9/17.

8/7/2023 Judith Kelley from Pot-O-Gold provided notice of their license renewal request being sent to the New York State Liquor Authority.

8/9/2023 Anthony Molinaro, Assistant Principal at Lockport City School District requesting permission to hold the Homecoming parade on Saturday October 7th 2023.

8/11/2023 Amanda Sandolini, letter of notification of her request to the New York State Liquor Authority to open and serve beginning at 8:00am on Sunday October 8th due to the Buffalo Bills game being played in London, England.

8/15/2023 Sarah K. Lanzo – notification that the bid proposals for Professional Accounting and Auditing Services received on 8/11 is as follows:

Contractor Name: Lumsden McCormick

Year	Amount	Hourly
Annual 2023	\$32,250 w/audit	\$150/hour
Annual 2024	\$34,000 w/audit	\$157/hour
Annual 2025	\$36,300 w/audit	\$165/hour
Annual 2026 (optional year)	\$38,000 w/audit	\$173/hour
Annual 2027 (optional year)	\$40,200 w/audit	\$182/hour

Notice of Complaint:

8/16/2023 Kelly Chciuk, 211 West Avenue, Lockport. Sidewalk fall.

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

Notice of Claim:

8/16/2023 Barbara and Kaz Borkowski vs. the City of Lockport.

8/16/2023 Daniel Warmus, d/b/a Auditing Erie County vs. City of Lockport.

Referred to the Corporation Counsel.

Notice of Petition: (Small Claims Assessment Review)

Zachary Nolan, 50 Utica Street, Lockport NY.

MOTIONS & RESOLUTIONS

082323.2

By Alderman: _____

Resolved that pursuant to their request, the Niagara Celtic Heritage Society, Inc. is hereby granted permission to erect a banner at least 17' from the ground across East Avenue at Davison Road to promote the 2023 Niagara Celtic Heritage Festival & Highland Games. Banner is to be erected from September 1 thru September 18, 2023 based on a schedule approved by the City Clerk, and be it further

Resolved that said permission is subject to the Niagara Celtic Heritage Society, Inc. filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured and subject to payment of \$50, and be it further

Resolved that the City Clerk is hereby authorized and directed to make arrangements with city forces to erect the banner.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.3

By Alderman: _____

Whereas the City of Lockport (City) has received a Downtown Revitalization Initiative (DRI) Grant to fund improvements to the Spaulding Mill (Project); and

Whereas per 6 NYCRR Part 617, commonly known as State Environmental Quality Review Act, or "SEQRA," the City is required to determine the level of environmental review required for the proposed project; and

Whereas, the City has completed Parts 1, 2, and 3 of the New York State Environmental Assessment Form (EAF);

Now therefore, be it:

Resolved that the City does hereby determine that the Project is an Unlisted Action as defined under SEQRA, and that based upon review of the EAF it has been determined that the project will not result in any significant adverse environmental impacts.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.4

By Alderman: _____

Whereas the City of Lockport (City) has received a New York State Canalway Grant to fund improvements to the comfort station on Market St. near the North Adam St. bridge and plans to add a pavilion and other miscellaneous improvements (Project); and

Whereas per 6 NYCRR Part 617, commonly known as State Environmental Quality Review Act, or "SEQRA," the City is required to determine the level of environmental review required for the proposed project; and

Whereas the City has completed Parts 1, 2, and 3 of the New York State Environmental Assessment Form (EAF);

Now therefore, be it:

Resolved that the City does hereby determine that the Project is an Unlisted Action as defined under SEQRA, and that based upon review of the EAF it has been determined that the project will not result in any significant adverse environmental impacts.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.5

By Alderman: _____

Resolved that pursuant to their request, Trinity Buildings and Construction Management Corporation, 1 Jewel Drive #322, Wilmington, MA 01887 is hereby granted permission to place three dumpsters (40-yard dumpsters) in the parking spaces directly in front of 77 Main Street, where they have a project taking place. Said permission is subject to Trinity Buildings and Construction Management Corporation filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured and follow all rules and regulations as set forth in the Lockport City Code Section 156 – Roll off Containers.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.6

By Alderman: _____

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 due to weather, a league game was unable to complete and the entire league post season scheduled must be pushed back, the Lockport Wildcats requested to add Saturday September 9th to the schedule that was approved in May 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 _____.

082323.7 Being prepared.

082323.8

By Alderman: _____

**PAYMENT IN LIEU OF TAXES AGREEMENT
BY AND AMONG
HARRISON LOFTS HOUSING DEVELOPMENT FUND COMPANY, INC.,
HARRISON LOFTS LIMITED PARTNERSHIP, AND
THE CITY OF LOCKPORT**

Whereas the Harrison Lofts Housing Development Fund Company, Inc. is a New York Not-for-Profit corporation organized pursuant to Article XI of the Private Housing Finance Law ("PHFL"), having its principal place of business at c/o YWCA of the Niagara Frontier, Inc., 32 Cottage Street, Lockport, NY 140494 ("HLHDFC"); and

Whereas HLHDFC was formed for the purpose of providing residential rental accommodations for persons of middle income and low-income; and

Whereas HLHDFC is, or will be, the legal owner of record, as nominee for Harrison Lofts Limited Partnership, a New York limited partnership having its principal place of business at c/o The Kearney Realty & Development Group Inc., 57 Route 6, Suite 207, Baldwin Place, New York 10505 ("Partnership"), of real property located at 160 Washburn Street, Lockport, New York 14094 (SBL # 109.14-4-20.1), being Part of Lot 8, 10 & 12, Section 15, Township 14, Range 6 of the Holland Land Company's Survey in the City of Lockport, County of Niagara and State of New York more particularly described in the Nussbaumer & Clarke, Inc. Survey Project No. 1905-0035, dated December 23, 2019 annexed hereto as Exhibit A (the "Property"); and

Whereas HLHDFC and the Partnership will develop, own, construct, maintain and operate a mixed use of commercial use and residential housing project for persons of middle income and low income at the Property (the "Project"); and

Whereas HLHDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

Whereas HLHDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

Whereas pursuant to Section 577 of the PHFL, the local legislative body of a municipality

may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

Whereas Section 577 of the PHFL permits housing development fund companies and local legislative bodies of a municipality to enter into a Payment in Lieu of Taxes (“PILOT” or “Tax Exemption”) Agreement; and

Whereas the Common Council Members of the City of Lockport, New York, by Resolution adopted _____, 2021, approved and authorized the execution of a PILOT Agreement; and

Whereas the City of Lockport Common Council has considered the land use and financial implications and other policy issues relating to the Tax Exemption,

NOW, THEREFORE, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements,. “Local and Municipal Taxes” shall mean any and all real estate taxes levied by Niagara County, the City of Lockport (“City”) and the Lockport City School District or other taxing jurisdiction (collectively, the “Taxing Jurisdictions”), but exclude any sales tax that may be due and owing from commercial tenants.

2. The tax exemption will commence on the date HLHDFC acquires the Property and expire on the thirty-first (31st) anniversary of the date the Project obtains a Certificate of Occupancy. This PILOT Agreement shall not limit or restrict the HLHDFC’s or the Partnership’s right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this PILOT Agreement. As stated above, the exemption extended pursuant to Section 577 of the PHFL and this PILOT Agreement does not include exemption from special assessments and special ad valorem levies. During the term of this PILOT Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, commencing one year after the Project obtains a Certificate of Occupancy, the Partnership shall make annual PILOT payments in the amount set forth below, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT payments shall be in the initial amount of \$80,000 per year, increasing by two percent (2%) annually. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL. PILOT payments shall be due on February 15 of the calendar year following each taxable year to which this PILOT Agreement applies. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the City of Lockport Treasurer One Locks Plaza, Lockport, New York 14094, or such other address as the City may specify in writing.

4. The tax exemption will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of middle income and low income in accordance with the income and rent limitations, and (b) any of the following occur (i) the

HLHDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; (ii) the HLHDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HLHDFC, and the legal and beneficial interest in the Property is acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund company organized pursuant to Article XI of the PHFL, and such successor in interest shall operate the Property in conformance with Article XI of the PHFL.

5. The failure to make any required PILOT payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including, but not limited to, enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount when due, HLHDFC and the Partnership shall be in default of this PILOT Agreement in the event of material failure to observe and perform any other covenant, condition of this PILOT Agreement on its part to be observed and performed, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HLHDFC and/or the Partnership contained in this PILOT Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this PILOT Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This PILOT Agreement shall inure to the benefit of and shall be binding upon the City, HLHDFC and the Partnership and their respective successors and assigns, including the successors in interest of HLHDFC and the Partnership. There shall be no assignment of this PILOT Agreement except with consent of the other parties, which consent shall not be unreasonably withheld, provided that the assignee or its general partner or managing member shall be a housing development fund company subject to Article XI of the PHFL, the assignee shall have assumed the obligations of this Agreement in writing reasonably satisfactory to the City, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this PILOT Agreement and all applicable laws, regulations and covenants.

8. This PILOT Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this PILOT Agreement or its application is held invalid or unenforceable to any extent, the remainder of this PILOT Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This PILOT Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This PILOT Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Property and supersedes all prior contracts, or

agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this PILOT Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which it is a party. Each party represents that this PILOT Agreement shall constitute the legal, valid and binding agreement of such party, enforceable in accordance with its terms.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.9

By Alderman: _____

Whereas the City of Lockport is the successor in interest to the Lockport Urban Renewal Agency, and its Urban Renewal Plan (the Plan) that was adopted by the Common Council on February 20, 1963 and revised in June 1964; and

Whereas the Plan placed covenants, conditions, restrictions and right of reverter upon all properties within its footprint; and

Whereas the Plan included within its scope certain real property located at 116 Main Street and 120 Main Street, Lockport, New York, currently owned by E.A. Granchelli Developer, LLC; and

Whereas the City transferred the property at 116 Main Street, Lockport to Elmer A. Granchelli, predecessor in title, subject to the Plan for a period of forty (40) years; and

Whereas E.A. Granchelli Developer, LLC now wishes to transfer said property without the encumbrances of covenants, conditions, restrictions and right of reverter of the Plan; and

Now be it resolved that the Mayor, subject to approval by the Corporation Counsel, is hereby authorized to enter into a Release and Termination with E.A. Granchelli Developer, LLC, for any remaining encumbrances that the Plan might otherwise impose on the property.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.10

By Alderman: _____

Whereas the responsibility for enforcement of the City sign ordinances is vested in the Building Inspections Department which is currently short-staffed; and

Whereas the general election for various elective offices will occur within eleven weeks of today; and

Whereas a strict application of the relevant ordinance would require any sign placed between the sidewalk and roadway be removed or the property owner cited for violating said ordinance; now be it

Resolved that a moratorium shall be placed on enforcement of City Ordinance §190.125(B) (8) with respect to the placement in front of a resident's property between the sidewalk and the roadway for calendar year 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.11

By Alderman: _____

Whereas the City of Lockport has collective bargaining agreements with various unions that cover virtually all of its employees with the exception of a few managerial and confidential employees; and

Whereas the City of Lockport enacted an Unrepresented Employees Policy on October 24, 2018 to provide the general terms of employment and respective compensation; and

Whereas the City has determined that it is necessary to update this policy; and

Whereas the Common Council has reviewed that attached Unrepresented Employees Policy and approve the same; and

Now therefore be it resolved that the City of Lockport hereby adopts and approves the Unrepresented Employees Policy.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.12

By Alderman: _____

Whereas on July 14, 2023, the City published a request for proposal on the City website and newspaper to procure bids for the City’s annual auditing services; and

Whereas one bidder provided a proposal by the deadline of August 11, 2023, Lumsden McCormick LLP for three year contract beginning with services for the FY 2023 audit; and

Whereas the members of the City audit committee have provided a recommendation to pursue said contract, now therefore be it

Resolved that the Mayor is hereby authorized to enter into said contract with Lumsden McCormick LLP.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.13

By Alderman: _____

Whereas in review of the FY 2023 General Fund budget, a number of line items have tilted towards deficiency; and

Whereas fund and cash flow projections for said fund remain positive for the fiscal year, and other line items within the fund can be modified to eliminate line item deficiencies; and

Whereas the City of Lockport is dedicated to maintaining a fiscally responsible and balanced budget to effectively serve its residents; now therefore be it

Resolved that the FY 2023 General Fund is amended as follows:

<u>Revenue</u>		
<u>Increase</u>		
A.0000.32401	Interest and Earnings	\$600,000
A.1355.33089	Other State Revenue	\$26,000
A.3620.32555	Building Permits	\$15,000
<u>Decrease</u>		
A.3410.31640	Ambulance Charges	\$200,000

Expenditures

Increase

A.1420.51040	Part Time Wages	\$15,000
A.1640.54300	Vehicle Maintenance and Repair	\$20,000
A.3410.51100	Overtime	\$400,000
A.7140.51060	Temporary Seasonal	\$10,000
A.7180.51060	Temporary Seasonal	\$6,000
A.1620.51010	Full Time Wages	\$23,440
A.1620.58010	FICA	\$1,793
A.1620.58020	Workers Compensation	\$1,792
A.1620.58050	Retirement	\$2,578
A.1620.58040	Medical Insurance	\$11,641

Decrease

A.8510.54515	Special Supplies	\$10,000
A.7110.51010	Full Time Wages	\$23,440
A.7110.58010	FICA	\$1,793
A.7110.58020	Workers Compensation	\$1,792
A.7110.58050	Retirement	\$2,578
A.7110.58040	Medical Insurance	\$11,641

Seconded by Alderman _____ and adopted. Ayes _____.

082323.14

By Alderman: _____

Whereas the American Rescue Plan Act of 2021 (ARPA) provided the City with \$2,082,558 in Federal funding to be used within established parameters; and

Whereas the City of Lockport has \$800,000 allocated for the Lockport Raw Water Pump Station in remaining unencumbered funds available; and;

Whereas the City's Engineering Consultant, Nussbaumer & Clarke, Inc., issued a Notice to Bid for interested contractors for the Lockport Raw Water Pump Station Generator Purchase Specification project and subsequently received and publicly opened and read bids at the Municipal Building on July 21, 2023 at 2:00 pm as follows;

CONTRACTOR	Frey Electric Construction Co.
TOTAL BID AMOUNT	\$188,000.00

And

Whereas Nussbaumer & Clarke, Inc. has determined that Frey Electric Construction Co. has submitted the lowest complete and responsible bid and recommends that the City award the contract to Frey Electric Construction Co., for a total amount of \$188,000.00; now, therefore, be it

Now therefore be it resolved that the Mayor is authorized to execute an Agreement with Frey Electric Construction Co., 100 Pearce Avenue, Tonawanda, New York 14150, in the amount of \$188,000.00, contingent upon corporation counsel approval.

Seconded by Alderman _____ and adopted. Ayes _____.

082323.15

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday September 13th, 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

SARAH K. LANZO
City Clerk

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

Dear Ms Lanzo,

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

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

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

Sincerely yours,

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

RECEIVED

AUG 08 2023

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

CITY CLERK OFFICE

1. Date Notice was Sent: 8-7-23

1a. Delivered by: MAIL

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

- New Application
- Renewal
- Alteration
- Corporate Change
- Removal
- Class Change
- Method of Operation Change

For **New** 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 Municipal Building

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): 3011716 Expiration Date (if applicable): 9/30/23

5. Applicant or Licensee Name: Judith A. Kelley

6. Trade Name (if any): Pot-O-Gold

7. Street Address of Establishment: 20 West Genesee Street

8. City, Town or Village: Lockport, NY Zip Code: 14094

9. Business Telephone Number of Applicant/Licensee: (716) 433-9739

10. Business E-mail of Applicant/Licensee: Jenny 206244 @ aol.com

11. Type(s) of alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service: Full food menu; full kitchen run by a chef or cook Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment: Bar / Restaurant

14. Method of Operation: (check all that apply)

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify): _____

15. Licensed Outdoor Area: (check all that apply)

None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure

Sidewalk Cafe Other (specify): _____

16. List the floor(s) of the building that the establishment is located on: first floor only

17. List the room number(s) the establishment is located in within the building, if appropriate: 4 Bar / kitchen / 2 Bathrooms

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
Name: _____ Serial Number: _____

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: Judith A. Kelley (Joint with Brother) Jeffrey Brian White Sr.

23. Building Owner's Street Address: 6244 JACQUES ROAD

24. City, Town or Village: Lockport State: NEW YORK Zip Code: 14094

25. Business Telephone Number of Building Owner: (716) 433-9739

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: TIVERON LAW PLLC

27. Representative/Attorney's Street Address: 2410 North Forest Road Suite 301

28. City, Town or Village: Amherst State: NEW YORK Zip Code: 14068

29. Business Telephone Number of Representative/Attorney: (716) 636-7600

30. Business E-mail Address of Representative/Attorney: FAX # 716.636.7606 No Email

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

31. Printed Principal Name: Judith A. Kelley Title: President / owner

Principal Signature: Judith A. Kelley



Lockport City School District

Lockport High School
250 Lincoln Avenue, Lockport, NY 14094

(716) 478-4450 Phone:
(716) 478-4498 Fax:

Mrs. Dawn Wylke, Principal
Mr. Anthony Molinaro, Assistant Principal
Mr. Michael Pickreign, Assistant Principal
Ms. Amanada Schaus, Assistant Principal

August 9th, 2023

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

RECEIVED

AUG 14 2023

CITY CLERK

Dear Ms. Lanzo:

I am drafting this letter to request permission to hold our traditional Homecoming Parade before the football game on Saturday, October 7th, 2023. Chief Abbott has also been notified regarding this parade and the need for a patrol car.

We will begin lining up for the parade in the Lockport High School Locust Street parking lot at 9:00 a.m. The parade will leave the parking lot promptly at 11 a.m. The route is as follows:

Turn left onto Lincoln Avenue

Turn right onto Pine Street

Turn right onto Walnut Street

Turn right onto Locust Street

Turn right into the circle at LHS

Thank you for your consideration in this matter. If you would like to correspond through email, I can be reached at amolinaro@lockportschools.net

Sincerely,

Anthony Molinaro,
Assistant Principal

Niagara Hotel
58 N Transit St
Lockport, NY 14094

August 11, 2023

Office of the City Clerk
Sarah Lanzo
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

Dear Ms. Lanzo,

Enclosed please find the New York State Liquor Authority Standardized Notice Form for Providing 30-Day Advanced Notice to a Local Municipality for Sunday On-Premises Sales Permit.

We are seeking the approval of the Authority to open at 8:00 a.m. on Sunday, October 8, 2023 for the Buffalo Bills game being broadcast from London, England. It is our intent to open early on that date and offer a brunch to our patrons, as well as hold a fundraiser to benefit Lockport Little Loop Football and Cheer.

Please consider this the City's notice of our intent to do so.

Thank you for your time and attention to this matter.

Sincerely,


Amanda Sandolfini

enclosure

RECEIVED
AUG 14 2023
CITY CLERK OFFICE



Sunday On- Premises Sales Permit

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality for Sunday On-Premises Sales Permit(s)

1. Date Notice Was Sent: 08/11/2023 1a. Delivered by: AMANDA SANDOLFINI VIA US POSTAL SERVICE

2. This form must be submitted to the clerk or Local Municipality when filing for a Sunday On-Premises Sales Permit

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality

3. Name of Municipality: CITY OF LOCKPORT

Licensee Information

4. License Serial Number: 3011417 5. Permit Date(s): 10/08/2023

6. License name: MY DOG DAISEY INC.

7. Trade Name (if any): NIAGARA HOTEL

8. Street Address of Establishment: 58 NORTH TRANSIT STREET

9. City, Town or Village: LOCKPORT NY Zip Code: 14094

10. Business Telephone Number of Applicant/Licensee: 716-201-1974

11. Business Fax Number of Applicant/Licensee: N/A

12. Business E-mail of Applicant/Licensee: NIAGARAHOTEL14094@GMAIL.COM

Representative or Attorney representing the licensee in connection with this permit

13. Representative/Attorney's Full Name: N/A

14. Street Address:

15. City, Town or Village: State: Zip Code:

16. Business Telephone Number of Representative/Attorney:

17. Business Email Address:

I am the licensee that is applying for the permit and I certify that I know the contents of the above application and the statements and answers therein; that the same are true to my knowledge; that I have been authorized, by order of the Board of Directors of said licensee to make the statements and answers in this application on behalf of said licensee with the same force and effect as if said licensee made such statements and answers itself.

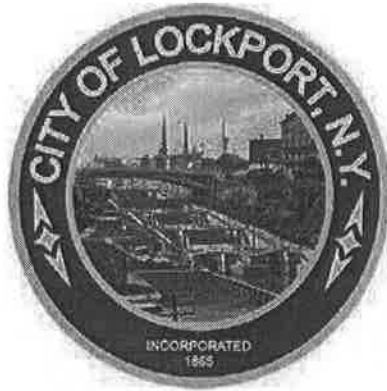
By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

17. Printed Name: AMANDA SANDOLFINI Title: PRESIDENT

Signature: X [Handwritten Signature]

The above captioned on-premises licensee is applying for a permit with the State Liquor Authority to sell alcoholic beverages on their premises on Sunday between the hours of 8AM to 10AM for the date indicated above .

Please forward any concerns regarding the issuance of this permit to the attention of The New York State Liquor Authority, Permit Unit fax: (518) 474-9804 or e-mail licensing.information@sla.ny.gov



Professional Accounting and Auditing Services Proposal
August 10, 2023

Sara M. Dayton, CPA
716-856-3300
sdayton@LumsdenCPA.com

Lumsden 
McCormick 

CERTIFIED PUBLIC ACCOUNTANTS

Cyclorama Building | 369 Franklin Street | Buffalo, NY 14202
p: 716.856.3300 | f: 716.856.2524 | www.LumsdenCPA.com

Comprehensive. Proactive. Accessible.

CITY OF LOCKPORT, NEW YORK
Professional Accounting and Auditing Services Proposal
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August 10, 2023

Ms. Sarah Lanzo, City Clerk
City of Lockport, New York
One Locks Plaza
Lockport, NY 14094

Dear Ms. Lanzo and Members of the City Council:

Lumsden McCormick is pleased to present this proposal to continue to serve as the independent certified public accountants for the City of Lockport, New York (the City) for the years ending December 31, 2023 through 2025 with the option to renew for two additional one-year periods through 2027. Our knowledge and past experience working with the City together with our expertise serving local municipalities and other governmental agencies throughout New York State makes us uniquely qualified to deliver the services you require. As you review the proposals you have received, you may ask what differentiates one firm from another. Our Executive Summary offers insight as to our previous experience and the reasons why we would like to continue our working relationship.

We are fully aware of the scope requirements outlined in your request for proposal and are committed to continuing to meet all deadlines between commencement of the audit and delivery of final reports each year. We are proud of our core values and are dedicated to consistently delivering timely and quality services.

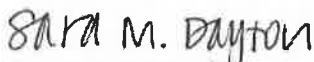
Our total all-inclusive proposed fee as documented herein represents our irrevocable offer to provide the services described herein. The fee is based upon the assumption that there will be no unanticipated material changes in conditions and circumstances that will affect the scope and performance of our audit.

Working with Lumsden McCormick adds strength to the efforts of your management team. Through our diversified experiences, we can provide the indispensable objectivity of an outsider to interpret financial information, identify issues that may impede progress of your financial goals, and recommend solutions.

Thank you for the opportunity to present this proposal. We look forward to the opportunity to meet with you and detail how our continued service approach can be of benefit to the City.

As a partner in Lumsden McCormick, I certify that I am empowered to submit our proposal and sign engagement letters stipulating the terms of the engagement.

Sincerely,
Lumsden & McCormick, LLP


Sara M. Dayton, CPA
Managing Partner

Enc.

EXECUTIVE SUMMARY

While our proposal contains detailed information about our Firm and our capabilities, this summary highlights some important information for your consideration.

Understanding of the Services to be Performed

We understand our responsibility will be to audit the basic financial statements and supplementary information, including the schedule of expenditures of federal awards, in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). We will also audit and provide a report regarding internal controls over financial reporting and compliance, if required by *Government Auditing Standards*.

Experience in the Governmental Arena

Our clients include over 100 governmental entities, including numerous counties, towns, and villages. Specializing in audits of governmental entities is a fulltime service area of our Firm with over 25 people dedicated to this sector. Pages 9 - 10 include a summary of the governmental clients we have the privilege to serve and provide the professional qualifications of the specific engagement leaders who will serve you. A majority of those clients include single audit services. We also perform a variety of other consulting services for municipalities, including assisting the City with budget preparation, prior to our role as your external auditors.

Knowledge of Governmental Accounting

Certified public accountants who work on government audits are required to obtain at least 24 hours of government-specific continuing education within each two-year period. We strive to match this education with the specific needs of the individual as well as the specialty areas applicable to our clients. We also ensure that our professional staff receive education hours at seminars both inside and outside the firm, and most far exceed the minimum requirements.

Full-Service Firm

As a full-service accounting and advisory firm with dedicated industry specialists, we provide the same level of expertise as firms which limit their practice to the governmental area, while also offering a wide array of additional resources that may be required by exempt organizations. Our experience with exempt organizations has given us the opportunity to develop specialized services designed for their needs.

In addition to traditional auditing and accounting services, we have the expertise to offer solutions related to exempt and payroll taxation, financial reporting, budgeting, forecasting, agreed-upon procedures relative to bond issuances, strategic planning, computer technology and software, fraud detection and prevention, internal control and efficiency audits, and many other operational concerns. Additionally, as we have demonstrated to our clients, the size of our staff affords us the ability to provide continuity on engagements as well as deliver timely, quality services. We routinely assist our government clients with questions on payroll and other informational tax forms.

EXECUTIVE SUMMARY

Our unique qualifications include:

- **Professionals already familiar with auditing and accounting requirements for municipalities.** An audit team with industry experience and historical knowledge of your City increases audit efficiencies and facilitates quality service. We provide staff continuity, balanced with “fresh eyes” achieved through periodic rotation of field personnel. Given our size and experience, we have several partners with specific governmental expertise, allowing for seamless partner rotation, if requested.
- **A professional dedicated audit team** that concentrates primarily in the government sector and possesses specific knowledge of operations which minimizes the transition to a new accounting firm and disruption to your daily routine. This audit team has expertise related to the implementation of recent accounting pronouncements, including GASB 87, the new accounting standard for leases, and GASB 96, which changes the reporting requirements for subscription-based information technology arrangements.
- **Proactive service approach.** Our philosophy encourages regular communication with clients throughout the year to discuss issues and address complex areas as they occur, which reduces year end audit adjustments. Our engagement partners are very involved in the audit process and available whenever needed.
- **Professional development.** We recognize it is often difficult to remain current with financial accounting, reporting, and continuing professional education requirements. Therefore, Lumsden McCormick sponsors an annual Exempt Organizations seminar each fall; this year’s event is scheduled to take place on November 30 and December 1, 2023. The conference addresses pertinent topics relative to governmental organizations, often featuring nationally recognized speakers. We also offer continuing professional education courses to clients directly through our membership affiliation in the BDO Alliance USA (see Global Resources below).
- **Industry knowledge and participation.** To stay current with governmental industry trends and issues, our Firm is a qualified member of the AICPA Governmental Audit Quality Center (GAQC) and Benefit Plans Audit Quality Center. Additionally, members of our governmental services niche are active participants in a number of relevant extracurricular organizations, including the New York State Government Finance Officers’ Association and the New York State Society of CPA’s Government Accounting and Auditing Committee.
- **Global resources** provided through our membership in BDO Alliance USA. The Alliance is a nationwide association of independently owned local and regional accounting, consulting, and service firms operated by BDO, an international accounting network that provides advisory services in 144 countries.

Given our experience auditing the City’s financial statements, we understand the diverse business categories present within the City. We have experience auditing these areas and do not have any concerns regarding the scope of the audit services requested. A list of current clients is listed on page 10. Over our 70-year history we have performed similar services for many entities, including cities, other municipalities, school districts, towns, counties, and villages.

FIRM QUALIFICATIONS AND EXPERIENCE

Firm Overview

Founded | Ownership | Total Staff | Gov't Group

1952 | 18 Partners | 145 with 68 CPAs | 40

Peer Review Report, Most Recent

2021 – Passed (highest distinction available)

Professional Affiliations

American Institute of Certified Public Accountants (AICPA)

Employee Benefit Plan Audit Quality Center

Governmental Audit Quality Center (GAQC)

New York State Society of Certified Public Accountants (NYSSCPA)

Government Accounting and Auditing Committee

Health Care Committee

Not-For-Profit Organizations Committee

Public Schools Committee

Technology Assurance Committee

Registered with the Public Company Accounting Oversight Board (PCAOB)

BDO Alliance USA

Association of Government Accountants

Association of Certified Fraud Examiners

Government Finance Officers' Association (GFOA)

Institute of Internal Auditors (IIA)

New York State Association of School Business Officials

Western New York Association of School Business Officials



Services

Auditing and Accounting, GASB Implementation Assistance, Annual Comprehensive Financial Reports, Internal Audit Services, the Uniform Guidance, Governmental Reporting, Consolidation Studies, Personal and Corporate Tax, Financial Statements, Estate Tax Planning, International Taxation

Client Types

Municipalities, Governmental Agencies, Public Authorities, School Districts, BOCES, Fire Districts, Community Colleges, Private Colleges, Universities, Private Schools, Religious, Performing Arts, Museums, Associations, Clubs, Foundations, Pension/Welfare Plans, Human Service, Health Care, Hospitals

Service Experience

Contract Close-out Audits, FAR Audits, Audit and Tax, Uniform Guidance, HUD Projects, Cost Reporting, GFOA Award Program for Annual Financial Reports, Consolidated Fiscal Reports, Medicare/Medicaid, Financial Reporting, Financing, Unrelated Business Income Tax, Municipal Studies, Compensation Surveys, Internal Control Systems, IRS Representation, Business Plan Procedures, Budget and Forecasting, Cost Control Studies, Banking & Financing, Fraud Policy Manual

Computer Technology

Software, Implementation/Training for accounting applications designed for exempt organizations



FIRM QUALIFICATIONS AND EXPERIENCE

Firm Qualifications

Firm Independence

Lumsden McCormick maintains strict adherence to professional quality control standards. This includes annual written representation by all professional staff members of any relationships that would prevent us from rendering an opinion on an entity's financial statements. We are independent as defined by auditing standards generally accepted in the United States of America and the U.S. Government Accountability Office's *Government Auditing Standards* (Yellow Book 2011 Revision).

License to Practice in New York State

All of our qualified professionals are licensed by the New York State Department of Education as Certified Public Accountants and are members of the American Institute of Certified Public Accountants and the New York State Society of Certified Public Accountants. Each professional staff member must have a college undergraduate degree with a concentration in accounting and meet the qualifications necessary to sit for the Uniform Certified Public Accountancy Exam. Many have earned graduate degrees and specialized certificates.

Continuing Professional Education

All partners and professionals are required to complete at least 40 hours of continuing professional education each year and most far exceed this minimum. All partners and staff performing governmental audits receive a minimum of 24 hours of continuing professional education within a two-year period specific to governments to meet the more stringent requirements of *Government Auditing Standards*. Qualified in-house technicians and professional instructors provide training courses in topics of general appeal to all CPAs and specialized programs geared to the needs of our clients or an individual's area of specialization. A large portion of educational hours is accumulated at out-of-town seminars and conferences.

Desk and Field Reviews

Our work has been subject to normal and routine Federal and State desk reviews conducted by the Single Audit Clearinghouse and the New York State Department of Education over the past three years. There have been no findings or recommendations. None of our work has been subjected to field reviews by state regulatory bodies or professional organizations, and the Firm has not been subjected to any disciplinary action.

Equal Employment Opportunity and Non-Discrimination

Lumsden McCormick is committed to diversity and fair employment practices and supports adherence to all federal, state, and local laws and regulations dealing with discrimination and equal employment opportunity. The Firm does not tolerate discriminatory practices with regard to conditions of employment on the basis of any legally protected characteristic, such as: race, creed, color, age, sex, sexual orientation, familial status, domestic violence victim, religion, military or veteran status, physical or mental disability, genetic characteristics, national origin, citizenship, gender, gender identity and expression including a person's actual or perceived gender self-image, appearance, behavior, expression, regardless of the sex assigned at birth. It is the responsibility of all employees to give our policy of Equal Employment Opportunity full support. To support the goals of this policy, the Firm conducts diversity and inclusion training on a regular basis.

Conflicts of Interest

To the best of our knowledge, no member of our Government Services Team or our Firm staff conflicts with or has a relationship with the City of Lockport.

FIRM QUALIFICATIONS AND EXPERIENCE

Firm Description

Lumsden McCormick is a New York State partnership founded in 1952 and located in Buffalo, New York. With approximately one hundred employees, we are one of the largest locally owned certified public accounting firms in Western New York.

Lumsden McCormick serves exempt organizations (cities, counties, towns, villages, public authorities, fire districts, school districts, and nonprofit organizations), privately held businesses, and individuals. The size of our clients varies from those with a few employees and modest revenues to large, multi-million-dollar entities. The foundation of our Firm has always been the personal, confidential, and high-quality services we render to our clients.

Because of the specialized interests and needs of our clients, our Firm has a proactive approach to service. Our partners and managers work with our clients as advisors to supplement their management team. Your goals are similar to our goals; your success is a measure of our success.

Since a substantial portion of our practice consists of governmental organizations, we have professionals who devote the majority of their time to serving this important market segment and staying informed of current developments. All professionals on our government services team are qualified to perform audits in conformity with *Government Auditing Standards* and the standards embodied by the Uniform Guidance.

Lumsden McCormick professionals understand the constraints as well as the opportunities in today's competitive business environment. In addition to providing recurring annual services, we offer specialized services designed to assist in important business decisions, which include:

- Accounting standards implementation
- Annual Comprehensive Financial Reports (ACFRs)
- Budgets and forecasts
- Employee and executive compensation
- Internal control systems
- Internal audit outsourcing
- Cash management consulting
- Cost control and cost accounting
- Management information systems
- Strategic planning
- Accounting policies and procedures
- Banking relationships and financing arrangements
- Single Audit/Uniform Guidance
- Development of indirect costs to establish indirect cost rates
- Consolidated Fiscal Reports (CFRs)
- Medicare/Medicaid cost reports
- Reimbursement & regulatory issues
- Financing assistance
- Audits of employee benefit plan
- Annual Update Documents (AUDs)

Lumsden McCormick is registered with the AICPA Governmental Audit Quality Center, the Public Company Accounting Oversight Board, and is a member of the Center for Public Company Audit Firms of the AICPA. Membership requires us to maintain strict adherence to professional quality control standards and submit to a peer review of our control policies and procedures to demonstrate that adherence. We "passed" our 2021 peer review (most recent), receiving the highest designation available from the AICPA's National Peer Review Committee. A copy of this report appears herein.

Our practice philosophy embraces not only a comprehensive range of accounting and business advisory services, but also a commitment to providing them in the most professional manner possible. At every stage of an engagement, Lumsden McCormick is committed to personal service. Close personal contact with those we serve is the best way to add value to our service, and the only way to ensure that a service is matched with an organization's needs and delivered in a way that meets those needs.

FIRM QUALIFICATIONS AND EXPERIENCE

Firm Description

We are an independent member of the BDO Alliance USA, a nationwide association of independently owned local and regional accounting, consulting, and service firms. The BDO Alliance USA presents an opportunity for firms to expand services to clients by accessing the resources of BDO USA P.A. and other Alliance members. The BDO Alliance USA is a subsidiary of BDO USA, P.A. a Delaware professional services corporation. Membership in these and other organizations provides a foundation for us to maintain the highest level of quality and a multitude of resources that we offer our clients.

Publications and Communication

Our communication is continuous and regular. We keep you informed of current developments that may affect your operations. In addition, our Firm regularly conducts seminars and hosts a variety of other events to which your personnel will be invited. You will receive all of our Firm's announcements, invitations, and published e-newsletters. As mentioned previously, we have held an annual conference for 30 years related to issues impacting governmental entities and non-profit organizations.

Our professionals have taught the two-day GFOA Governmental Accounting and Financial Reporting workshop classes at various dates during 2014, 2015, and 2019. We also presented at various WNY ASBO school district seminars and presented on GASB Statements 68, 71, 75, and 87 at NYS GFOA Annual Conferences. In addition, we presented on Reserve Plans at the NYS Association of School Business Officials Financial Management Auditing & Accounting workshops held throughout New York State in Spring 2018, at the Western Region GFOA Conference in July 2023, and have presented various governmental auditing and accounting topics at the Lumsden McCormick Exempt Organizations conference most years through 2022. The 2022 Exempt Organizations Conference was held as a virtual conference and recordings can be found on our website in the [Firm News section](#).

Rating Agencies and Official Statements

Our experience assisting governmental entities in their communication with rating agencies is well established. Our in-depth knowledge of governmental finances and its particular financial statements allows us to assist with agreed-upon procedures relative to issuance of official statements with your financial advisors and bond counsel.

State and National Organization Affiliations

Our professional staff has extensive experience working with many state and national organization affiliates. Our involvement at committee levels, as seminar speakers, and with key advisory personnel at various levels of government enhances our expertise. Our professional staff is currently active in the following organizations:

- American Institute of Certified Public Accountants (AICPA)
 - Certified in Financial Forensics (CFFs)
 - Certified Information Technology Professionals (CITPs)
- Association of Government Accountants
- Institute of Internal Auditors
- New York State Society of Certified Public Accountants (NYSSCPA)
 - NYSSCPA Public Schools Accounting Committee
 - NYSSCPA Government Accounting and Auditing Committee
- New York State Association of School Business Officials
- Government Finance Officers' Association (GFOA)
- Western New York Association of School Business Officials
- Association of Certified Fraud Examiners – three professionals in our Firm are CFEs

FIRM QUALIFICATIONS AND EXPERIENCE

Peer Review Report



Jones, Nale & Mattingly P.C.

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Lumsden & McCormick, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Lumsden & McCormick, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lumsden & McCormick, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lumsden & McCormick, LLP has received a peer review rating of *pass*.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
December 22, 2021

Certified Public Accountants and Advisors
401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1680 www.jnmcpa.com

FIRM QUALIFICATIONS AND EXPERIENCE
Similar Engagements with Other Municipalities

All services provided by Lumsden McCormick will be served by the office located in downtown Buffalo at 50 Fountain Plaza.

Clinton County, New York

Revenue: \$239,054,000 | Hours: 750

Scope of Work: Audit, Single Audit, NYS DOT Single Audit, Agreed-Upon Procedures Reports for Landfill and Passenger Facility Charges, CFR for Mental Health Department, Assistance with AUD

Date of Work: December 31, 2022 (ongoing)

Engagement Partners: Sara M. Dayton, Seth D. Hennard

Client Contact: Kimberly Davis, (518) 565-4730, kimberly.davis@clintoncountygov.com

Town of Clarence, New York

Revenue: \$29,196,000 | Hours: 350

Scope of Work: Audit, Single Audit (as needed), NYS DOT Single Audit (as needed), Justice Reports, AUD assistance, special departmental studies

Date of Work: December 31, 2022 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Peter DiCostanzo, Town Councilman, (716) 907-1762, pdicostanzo@clarence.ny.us

Kimberly Ignatowski, Director of Administration and Finance, (716) 407-8937, kignatowski@clarence.ny.us

Town of Lockport, New York

Revenue: \$20,408,000 | Hours: 300

Scope of Work: Audit, Justice Reports and consulting

Date of Work: December 31, 2022 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Mark Crocker, Town Supervisor (716) 439-9520, crocker@elockport.com

Town of Cambria, New York

Revenue: \$6,095,000 | Hours: 185

Scope of Work: Audit and consulting

Date of Work: December 31, 2022 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Wright H. Ellis, Supervisor, (716) 433-8523, supervisor@townofcambria.com

Buffalo Public Schools

Revenue: \$1,114,881,000 | Hours: 1,200

Scope of Work: Audit, Single Audit, Agreed-Upon Procedures Reports for Bond Issuances, and consulting

Date of Work: June 30, 2023 (ongoing)

Engagement Partners: Sara M. Dayton, Seth D. Hennard

Client Contact: Jim Barnes, Chief Financial Officer, (716) 816-3522, jrbarnes@buffaloschools.org

FIRM QUALIFICATIONS AND EXPERIENCE

Select Government Clients

Lumsden McCormick has a long history of serving governmental entities. The size of our clients varies from those with a few employees and modest revenues to those with revenues in the hundreds of millions and thousands of employees.

Municipalities

City of Lockport, New York
County of Clinton, New York
Town of Batavia, New York
Town of Bolivar, New York
Town of Cambria, New York
Town of Clarence, New York
Town of Darien, New York
Town of Evans, New York (*consulting*)
Town of Holland, New York
Town of Lancaster, New York (*consulting*)
Town of Lockport, New York
Town of North Collins, New York
Town of North Dansville, New York
Town of Pendleton, New York
Town of Stafford, New York
Village of Bolivar, New York
Village of Depew, New York
Village of East Aurora, New York
Village of LeRoy, New York
Village of Lewiston, New York
Village of Orchard Park, New York

Public Authorities

Buffalo & Erie County Workforce Development Consortium
Buffalo & Erie County Industrial Land Development Corp.
Buffalo & Erie County Regional Development Corp.
Buffalo & Fort Erie Public Bridge Authority
Buffalo Fiscal Stability Authority
Capital District Transportation Authority
Erie County Industrial Development Agency
Erie Tobacco Asset Securitization Corporation
Greater Lockport Development Corporation
New York State Energy Research and Development Authority
Niagara Area Development Corporation
Niagara County Brownfield Development Corporation
Niagara County Industrial Development Agency
Niagara County Development Corporation
Niagara Economic Development Fund
Niagara Frontier Transportation Authority
Niagara Power Coalition

Fire Districts and Companies

Bowmansville Volunteer Fire Association
Cambria Volunteer Fire Company, Inc.
Clarence Center Volunteer Fire Company
Clarence Center Volunteer Firefighters Benevolent Ass., Inc.
Cleveland-Hill Fire District
Darien Center Chemical Fire Company, Inc.
Eggertsville Fire District
Holland Fire District
Newstead Fire Company

Fire Districts and Companies (continued)

Pekin Fire Company, Inc.
Snyder Fire District
Town of Niagara Active Hose
West Seneca Fire District No. 4

School Districts: External Audit

Akron Central School District
Alden Central School District
Attica Central School District
Barker Central School District
Belfast Central School District
Board of Education, City of Buffalo (Buffalo Public Schools)
Byron-Bergen Central School District
Cheektowaga Central School District
Cheektowaga-Maryvale Union Free School District
Cheektowaga-Sloan Union Free School District
Clarence Central School District
Cleveland-Hill Union Free School District
Corning City School District
Depew Union Free School District (*consulting*)
Erie 1 BOCES
Erie 2 Chautauqua – Cattaraugus BOCES
Grand Island Central School District
Hamburg Central School District
Kenmore-Town of Tonawanda Union Free School District
Lewiston-Porter Central School District
Lockport City School District
Mount Morris Central School District
Newfane Central School District
North Collins Central School District
Pavilion Central School District
Pembroke Central School District
Royalton Hartland Central School District
Salamanca City Central School District
Sweet Home Central School District
Warsaw Central School District
Wilson Central School District
Wyoming Central School District
Yorkshire-Pioneer Central School District

School Districts: Internal Audit

Amherst Central School District
Fredonia Central School District
Holland Central School District
Iroquois Central School District
Lackawanna City School District
Medina Central School District
Monroe 2 – Orleans BOCES
North Tonawanda City School District
Orchard Park Central School District
Tonawanda City School District

PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

We understand that communication and continuity of staff are important to our clients. Your service team will always be available to provide proactive and responsive service whenever needed.



It is important to work with a team of professional advisors who have an understanding of both government operations and the rules and regulations mandated by New York State, as well as the depth to deliver the needed services. Governmental services are a full-time business in our Firm. We maintain a dedicated staff of professionals that possess the in-depth knowledge to work with you and guide you through the audit and financial reporting requirements. One of our service goals is to have several professionals on our staff familiar with your operations. This ensures that you always have access to someone who knows you and can provide responsive service. Our government audit staff consists of approximately 25% of our professionals. The mixture of staff assigned is based on experience and the needs of each engagement. You will not be a training ground for new staff. All associates have the proper daily supervision.

In addition to the people named within this proposal, we have over sixty other professionals on staff. Each of them has experienced unique business situations, and many of them possess specialty technical or industry skills. This is an important consideration when hiring professional advisors. It is not unusual that a client will use the services of someone in our Firm who is not a regular member of our service team, but has the skills and knowledge needed to assist with a specific technical or operating issue.

On the following pages you will find the resumes of your engagement team. We are available to meet your needs on a full-time basis throughout the year as the need for consultation arises. We do all that is possible to ensure continuity of highly dedicated and trained staff.

Your engagement team will include:

Partners: Sara M. Dayton, CPA
Seth D. Hennard, CPA, CGFM

Principal: Jeremy J. Smith, CPA

Other government services team members:

Partners: Donna M. Gonser, CPA
Jill M. Johnson, CPA, CFE, CITP, FHFMA

Principals: Cathleen M. Karpik, CPA
Elizabeth S. Krause, CPA
Mary F. Young, CPA

Managers: Matthew J. Cronmiller, CPA
Kyle J. Januskiewicz, CPA
Elizabeth M. LaLonde
Colton Monroe, CPA
Jenna A. Sheehan, CPA

Numerous other accountants also service this important practice area and all staff resumes are available on our [website](#) in the *People* section.

PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE



Sara has extensive experience leading our Governmental Services Niche in the areas of external and internal auditing, single audits, agreed-upon procedures, taxation, information returns, and financial reporting. As of January 2023, she serves as the firm's managing partner. Sara also performs quality reviews of governmental reports on engagements on which she does not have engagement responsibility. Sara's expertise includes leases, pension and other postemployment benefit reporting requirements, internal audits, single audits, and providing guidance to our clients on important compliance areas. She currently manages client expectations for many of our governmental clients, including over a dozen municipalities, and maintains the continuing professional education requirements of *Government Auditing Standards*.

Education

State University of New York at Geneseo, Bachelor of Science, Accounting
Harvard Business School Executive Education, 2016, *Governing for Nonprofit Excellence*

Continuing Professional Education

	Govt	Other	Total
2022	19.0	25.0	44.0
2021	26.5	29.5	56.0
2020	30.5	30.5	61.0
2019	67.0	24.0	91.0
2018	47.5	7.0	54.5

Professional

American Institute of Certified Public Accountants
New York State Society of Certified Public Accountants, Public Schools Accounting Committee
Government Finance Officers' Association, Advisory Committee, WNY Chapter
New York State Association of Counties
Western New York Association of School Business Officials
Institute of Internal Auditors
Buffalo Business First, 40 Under 40, Honoree 2015, Judge 2017 – present
Passed Series 7 and 66 securities exam – Financial Advisor*

Community

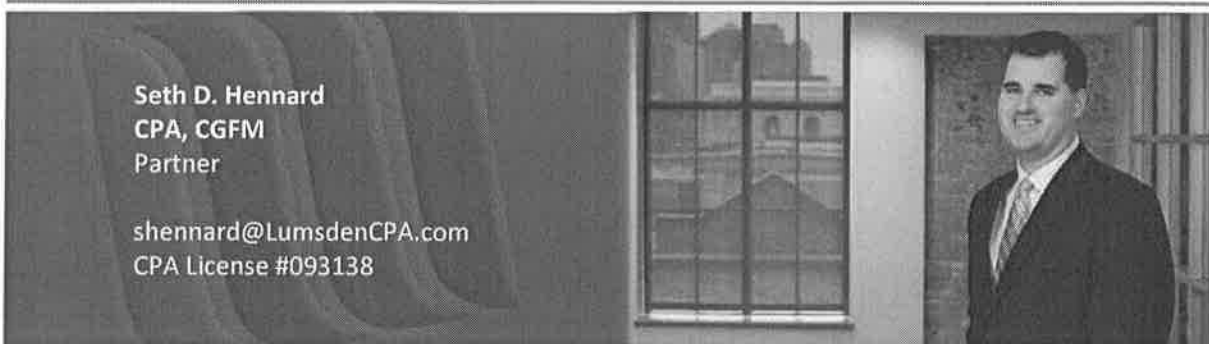
Erie County SPCA, Board Treasurer, past Board President
Cradle Beach Camp, Inc., Board Member
Buffalo-Erie Marathon Association, Inc., Board Treasurer

Representative Clients Served

County of Clinton, New York
Town of Cambria, New York
Town of Clarence, New York
Town of Lockport, New York

**Sara Dayton is a financial advisor/registered representative offering securities through Avantax Investment Services SM, Member FINRA, SIPC and investment advisory services through Avantax Advisory Services SM.*

PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE



Seth has nearly twenty years' experience in service to exempt organizations including municipal governments, school districts, other governmental entities, and nonprofit organizations. He has extensive knowledge in auditing and reporting in accordance with *Government Auditing Standards*, maintaining and exceeding all continuing professional education requirements. Seth is an expert in single audits in accordance with the Uniform Guidance, having performed the New York State Single Audit for a number of years while with another firm. Seth possesses the CGFM (Certified Government Finance Manager) professional certifications from the Association of Government Accountants recognizing the unique skills and special knowledge required of today's government financial managers. Seth will provide secondary partner review of the audit engagement.

Education

State University of New York at Buffalo, Master of Science, Accounting

State University of New York at Buffalo, Bachelor of Science, Business Administration

Continuing Professional Education

	Govt	Other	Total
2022	17.0	30.8	47.8
2021	31.0	20.5	51.5
2020	41.5	19.5	61.0
2019	77.0	26.0	103.0
2018	35.0	19.0	54.0

Professional

American Institute of Certified Public Accountants

New York State Society of Certified Public Accountants

- Government Auditing and Accounting Committee

Association of Government Accountants

Government Finance Officers' Association

- Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program

Healthcare Financial Management Association, WNY Chapter, Past President

Representative Clients Served

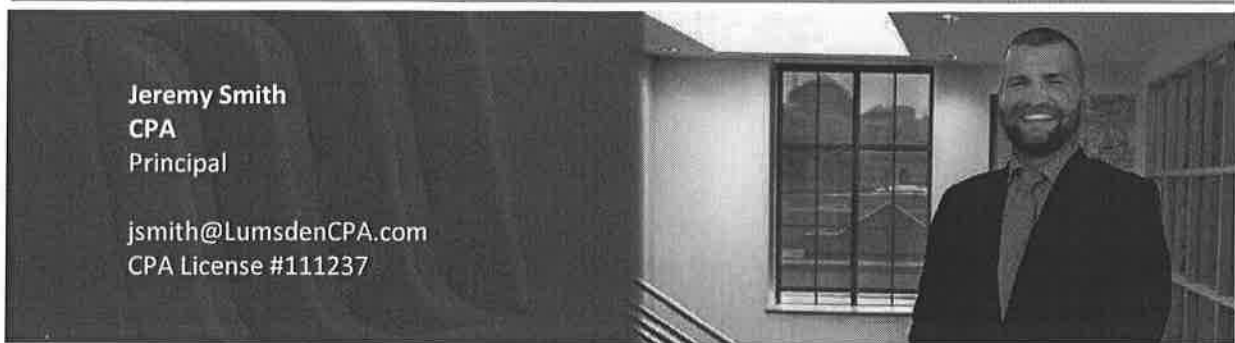
Town of Batavia, New York

Town of Bolivar, New York

Town of Evans, New York

Village of Bolivar, New York

PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE



Jeremy's responsibilities include managing fieldwork, guiding staffing, coordinating efforts with management, risk analysis, and detail review of our procedures. He has over ten years of experience working with municipalities, school districts, and other governmental entities by providing both external auditing services and consulting assistance. Jeremy will serve as our key client liaison and manage fieldwork, client expectations, and preparation and review of our deliverables. In addition, he will assist with overall management of the audit engagement and will provide direct supervision of the audit fieldwork team and review of the audit documentation. Jeremy maintains the continuing professional education requirements of *Government Auditing Standards*.

Education

St. Bonaventure University, Master of Business Administration, Accounting
St. Bonaventure University, Bachelor of Business Administration, Accounting
Jamestown Community College, Associate, Business Administration

Continuing Professional Education

	Govt	Other	Total
2022	25.5	17.5	43.0
2021	30.5	10.0	40.5
2020	18.5	23.5	42.0
2019	9.0	31.5	40.5
2018	13.0	29.0	42.0

Professional

American Institute of Certified Public Accountants
New York State Society of Certified Public Accountants

Representative Clients Served

City of Lockport, New York
Town of Batavia, New York
Town of Evans, New York
Town of Stafford, New York

SUMMARY OF SERVICES

Scope

We will audit the basic financial statements and supplementary information in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, if applicable. As needed, we will also perform procedures under the Uniform Guidance and issue a report on the City's compliance with federal funds received.

We will also review estimates for claims under the City's Workers' Compensation Self-Insurance Program and self-funded Medical Insurance Program. Should the City be required to comply with New York State's DOT Single Audit, we will prepare the appropriate report.

Reporting Requirements

We will prepare the following reports:

- A report on the City's basic financial statements in accordance with accounting principles generally accepted in the United States of America
 - The financial statements will include Management's Discussion and Analysis, notes to the financial statements, and supplementary Information, and we will continue to assist the City with preparation as needed
 - If necessary, the financial statements will also include a schedule of expenditures of federal awards that will be audited in accordance with the Uniform Guidance
- A report for the New York State Department of Transportation Single Audit, as necessary
- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

Management Letter and Report to Those Charged with Governance

At the conclusion of our audit, we will present the City Council with a management letter describing any matters noted relative to internal control or other items we believe should be brought to the attention of management including significant deficiencies or material weaknesses. Our management letters contain constructive comments to enhance effectiveness and efficiencies. We will also present a separate communication to those charged with governance informing the City Council of key issues as required by our professional standards.

Annual Update Document

We will continue to assist with compiling and filing your Annual Update Document (AUD) and will continue to adhere to the April 30th deadline. We already have experience using the new AUD software which will be required for your December 31, 2023 AUD submission.

Communication

Reports will be reviewed with City Administration to ensure accuracy and agreement of any findings or recommendations. Reports and results of the audit will be presented to the City Council to discuss financial activity and pertinent information.

Other Assistance

Consulting time is included in our fee estimate for non-routine matters that arise throughout the year.

SPECIFIC AUDIT APPROACH

Our audit plan will embrace the philosophy of risk-based auditing. This approach places great emphasis on looking beyond the accounting entries to the underlying operations and substance which give rise to those accounting transactions. We believe that for our audits to be truly effective, they must be specifically designed to examine the unique characteristics and risks in relation to the governmental environment, the needs of financial statements users, and your goals.

Our plan requires that we gain a thorough understanding of your operational and administrative environment. It is essential that we recognize internal and external factors that impact the City. It is this understanding and recognition that allow us to assess risk and evaluate your internal control. With this background, we are prepared to conduct an effective and efficient audit.

Providing our services timely and professionally requires careful planning of the critical phases of our work and adherence to a pre-established time plan. Our services will be performed both before and after the end of your fiscal year. At all phases, service will be managed and directed by your engagement team management. Our partners are active working members of the engagement team.

Our summary plan and methodology for the performance of the audit is as follows.

Entrance Conference

If our proposal is accepted, we will schedule an entrance conference with management to discuss the nature and timing of our work and the anticipated coordination between our Firm and the individuals with whom we will be working. Our staff arrive fully equipped with laptops, printers, portable scanners, and the appropriate software to conduct the audit efficiently. Our software application needs are currently met through ProSystem fx Engagement Manager (paperless software), Microsoft Word and Excel applications, and Adobe Acrobat. In addition, we use DataSnipper data extraction software to enhance audit coverage and efficiency.

We will require a copy of the budget and your trial balances as part of our preliminary analysis. We will continue to perform some of our audit fieldwork remotely with management's agreement. We will continue to provide you with a comprehensive audit needs list through Suralink, a software that provides real-time updates to our information requests on a secure platform. This helps us organize and monitor all information requests in one place to ensure our audit remains efficient and to minimize disruption to your staff. Before our initial meeting, we will have held an internal brainstorming session to begin focusing on fraud risk.

Identification of Anticipated Potential Audit Problems

Based on our cumulative knowledge of the City, we do not anticipate any significant matters or audit issues at this time. We will continue to inform management of new accounting pronouncements as they are released and are available to assist with their implementation, including implementation of GASB 96, *Subscription-Based Information Technology Arrangements*, for 2023. Our philosophy is to address reporting, accounting, or auditing concerns in a timely manner. We believe clients do not like surprises; likewise, we prefer to maintain open lines of communication throughout the year to deal with matters as quickly as they arise.

Ongoing Consulting Services

Throughout our services, we will keep officials informed of pending changes in reporting and regulatory requirements.

SPECIFIC AUDIT APPROACH

Audit Timeline

The following segments of the audit are expected to be performed as indicated below to meet your deadlines outlined in the Request for Proposal. All phases will be performed by two or three senior and staff associates with supervision and review by appropriate partners, principals, or managers.

Planning and internal control testing can be performed at an interim date to reduce the amount of fieldwork necessary at year end. Timing of interim procedures would occur at mutually agreed-upon dates.

Planning Considerations

(February)

In planning our audit, consideration will be given to certain matters in addition to those ordinarily connected with an audit of financial statements in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. Matters that we will consider in planning all components of the audit will include the following:

- Preliminary assessment of audit risk.
- Identifying, obtaining information, and documenting the risks of material misstatement due to fraud.
- Preliminary analytical procedures using ratios, account comparisons, predictive analyses, and review of the budget.
- Materiality.
- Compliance requirements.
- Single audit and State single audit assessment to determine whether these audits are required.
- Audit follow-up on findings and recommendations from previous audits.
- Initial meeting with you to discuss audit scope and coverage and to address concerns or questions you may have.

At this time, we will also provide your accounting personnel with examples of workpapers and analyses that will be needed as part of our audit. This internal preparation is normal in an audit environment and should be a regular part of year end closing procedures. Much of the documentation we request is prepared and kept up to date routinely throughout the year by your staff. Planning considerations are reexamined and adjusted throughout the audit process as needed.

Consideration of Internal Control

(March - April)

We will obtain an understanding of internal control sufficient to assess control risk. This includes obtaining knowledge about internal control relevant to compliance with laws and regulations that have a direct and indirect effect on the determination of financial statement amounts. We will use this knowledge to:

- Identify types of potential misstatements.
- Document our understanding of internal control by use of written narratives and flow charts.
- Consider factors that affect the risk of material misstatements.
- Design our substantive audit tests.
- Obtaining background data on the nature of the control environment, including key staff members.
- Establishing permanent file documents such as the personnel and union contracts, lease agreements, capital projects approvals, bond documents, etc.

SPECIFIC AUDIT APPROACH

- Reviewing, documenting, and annually updating our understanding of the system and control procedures through inquiry, narratives, observation, walk-throughs, flow charts, and other means.
- Assisting management with preparation of the schedule of expenditures of federal awards and understanding what major programs exist, if necessary. Annually, we will confirm the level of federal funding to ensure a single audit is still required.
- Assisting management with the identification of applicable laws and regulations in order to assess them for completeness.
- Testing effectiveness of internal control for financial audit purposes – cash disbursements, cash receipts, and payroll systems will be the focus. Other areas may be added as a result of our detailed planning procedures.
- Procedures necessary to assume submission of a timely and accurate AUD.

After completion of our planning phase and preliminary review assessment, we will hold a meeting with management to summarize the results of our work to date and discuss potential risks associated with the controls tested.

Year End and Financial Statements

(May - June)

After the close of your year, we will be prepared to resume audit activity as soon as your trial balances and internally prepared schedules are available. We will commence our final fieldwork and perform procedures to examine specific account activity and balances, and apply our judgment and expertise to determine if it is necessary to propose adjustments to balances. This is a crucial phase of our audit since any proposed adjustment has the potential to alter expected results. The senior, more experienced members of our team will be supervising this activity.

We will audit all major balance sheet accounts based on auditor-determined materiality levels. Typically, major accounts tested include cash and investments, receivables, capital assets, payables, debt, payroll and benefits (including ERS, PFRS, and OPEB), and property taxes. We will plan on having draft reports before July 30th each year. Also, if an audit under Uniform Guidance is needed we will assure that our responsibilities are completed before the September 30th deadline.

Exit Conference and Draft Reports

(April - May)

We will conduct an exit conference with the appropriate officials to summarize the results of our fieldwork, review significant findings, and to discuss drafts of the reports to be issued. Once all reports are final we will present the financial statements and audit results to the City Council by May 10 each year, as stipulated in your request for proposal.

Submission of Final Reports

We will deliver the following reports:

1. Financial Statements
2. Management Letter
3. Communication with those Charged with Governance
4. Single Audit Report, if needed
5. Data Collection Form, if needed
6. New York State Department of Transportation Single Audit, if needed

PROPOSED FEES
APPENDIX A: FEE SPECIFICATON SHEET FOR CITY OF LOCKPORT

Fee should be a flat annual rate and include all necessary expenses, including but not limited to: travel, clerical, administrative and overhead, report filing, and attendance on site, follow up work, advice and counsel to staff throughout term of contract.

2023 Assistance with AUD Filing, due 04/30 \$2,750
 Estimated 16 to 24 hours
 2023 Single Audit Fee and Audited Financials \$28,750 FS; \$32,250 includes Single Audit*
 2023 Rate for Additional Services: \$150/hour, blended rate
 Describe:

2024 Assistance with AUD Filing, due 04/30 \$2,750
 2024 Single Audit Fee and Audited Financials \$30,500 FS; \$34,000 includes Single Audit*
 2024 Rate for Additional Services: \$157/hour, blended rate
 Describe:

2025 Assistance with AUD Filing, due 04/30 \$3,000
 2025 Single Audit Fee and Audited Financials \$32,300 FS; \$36,300 includes Single Audit*
 2025 Rate for Additional Services: \$165/hour, blended rate
 Describe:

OPTIONAL YEARS:

2026 Assistance with AUD Filing, due 04/30 \$3,000
 2026 Single Audit Fee & Audited Financials \$34,000 FS; \$38,000 includes Single Audit*
 2026 Rate for Additional Services: \$173/hour, blended rate
 Describe:

2027 Assistance with AUD Filing, due 04/30 \$3,000
 2027 Single Audit Fee and Audited Financials \$35,700 FS; \$40,200 includes Single Audit*
 2027 Rate for Additional Services: \$182/hour, blended rate
 Describe:

Personnel	Hours	Standard Hourly Rate	Total**
Partners	20	\$ 400	\$ 5,600
Principals/Managers	45	289	9,100
Supervisors	82	198	11,400
Staff	80	143	8,000
Other	20	63	900

**A single audit assumes no more than two programs will be required to be tested as major programs. Costs for additional major programs will be \$2,000 per program.*

***Amounts are calculated using discounted hourly rates; total assumes single audit and AUD assistance.*

REQUIRED FORMS
APPENDIX B: REQUIRED DISCLOSURE OF RELATIONSHIPS TO CITY

Prior to execution of a contract by the City, a potential City contractor must complete, sign and return this form to the City.

Contract Name and/or ID No.: Accounting and Audit Services

Name of Contractor: Lumsden & McCormick, LLP
(To be filled in by Contractor)

A.) Related Employees:

Are any of the employees that you will use to carry out this contract with City of Lockport also an official, officer, employee, or member of any board or commission of the City, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member?

Yes _____ No **XX** If yes, please provide details.

B.) Related Owners, Officers and Directors:

Are any owners, officers, or directors of your firm also an official, officer, employee, or member of any board or commission of the City of Lockport, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member?

Yes _____ No **XX** If yes, please provide details.

C.) Interest in Contract

To answer the following question, the definition of the word "interest" shall mean a direct or indirect pecuniary or material benefit accruing to a City of Lockport official, officer, employee, or member of any board or commission of the City, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member, whether as the result of a contract with the City or otherwise.

For purposes of this question, a City of Lockport official, officer, employee, or member of any board or commission shall be deemed to have an "interest" in a firm or a subcontractor of a firm when the City official, officer, employee, board or commission member, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member:

- has a contract with the firm or a subcontractor of the firm; and/or,
- is an officer, director, member, or employee of the firm; and/or,
- is an officer, director, member, or employee of a subcontractor of the firm; and/or,
- owns more than five (5%) percent of the outstanding capital stock of the firm or a subcontractor of the firm.

REQUIRED FORMS
APPENDIX B: REQUIRED DISCLOSURE OF RELATIONSHIPS TO CITY

Does any City official, officer, employee, board or commission member, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of any City official, officer, employee, board or commission member have an interest in the firm or in any subcontractor that will be used by the firm for this contract?

Yes _____ No **XX** If yes, please provide details.

SARA M. DAYTON
Proposer Signature

Sara M. Dayton, CPA Partner

Printed Proposer Name and Title

REQUIRED FORMS
APPENDIX C: REQUIRED DISCLOSURE OF CRIMINAL, CIVIL, OR DISCIPLINARY ACTIONS

Prior to execution of a contract by the City, a potential City contractor must complete, sign and return this form to the City

Contract Name and/or ID No.: Accounting and Audit Services

Name of Contractor: Lumsden & McCormick, LLP

(To be filled in by Contractor)

Has your firm or any owner, officer, or director of your firm ever been found guilty or pleaded guilty, no contest or nolo contendere to a felony or misdemeanor crime in any court?

Yes _____ No If yes, please provide details.

Has your firm or any owner, officer, or director of your firm ever been found guilty or pleaded guilty, no contest or nolo contendere to any civil action in any court?

Yes _____ No If yes, please provide details.

Has any licensing or disciplinary authority ever refused to issue a license or ever revoked, annulled, cancelled, accepted surrender of, suspended, placed on probation, refused to renew a professional license or certificate, or ever fined, censured, reprimanded or otherwise disciplined your firm or any owner, officer, or director of your firm?

Yes _____ No If yes, please provide details.

Are any criminal or civil charges or disciplinary actions pending against your firm, or any owner, officer or director of your firm at this time?

Yes _____ No If yes, please provide details.

SARA M. DAYTON

Proposer Signature

Sara M. Dayton, CPA

Printed Proposer Name and Title

August 10, 2023

Date

REQUIRED FORMS

APPENDIX D: NON COLLUSION STATEMENT GENERAL MUNICIPAL LAW SECTION 103-d

By submission of this proposal, each Vendor and each person signing on behalf of any Vendor, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communications oral agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and
- 3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Lumsden & McCormick, LLP

FIRM

SARA M. DAYTON

BY

Sara M. Dayton, CPA

PRINTED NAME

August 10, 2023

DATE

RECEIVED

AUG 16 2023

CITY CLERK OFFICE

8/15/23

Per our Conversation today, please find pictures; hospital visit from the fall I had on mounst w/ no signs indicating the gap I missed on.
I would like any medical bills & honestly some compensation for the pain this has caused. No one should have to go through this.

Save the Michicks had to bandage me up b/c I was on my way to DSS for my meeting that I couldn't miss.

After DSS I called a Cab to take me to the Emergency room I had also hit my head as well. I am unable to take pain meds b/c I have a blood clotting disorder

I would appreciate any bills
• compensation be paid w/ no issues.

211 West Ave
Lockport NY
14094

Thank you
Kelly Cheick
716-983-8628

Millard Fillmore Suburban Hospital
1540 Maple Road
Williamsville, NY 14221
(716) 568-3600

RECEIVED
AUG 16 2023
CITY CLERK OFFICE

**Emergency Department
Discharge Instructions**

Name CHCIUK, KELLY H
MR# 1000022665

DOB 12/23/1975
Acct# 79807142

Date/Time 8/7/2023 20:32:04

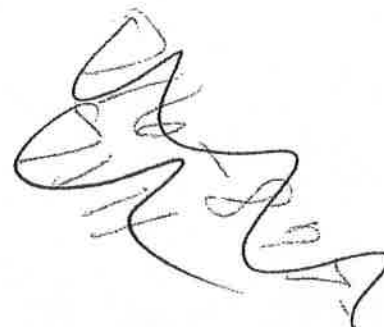
Visit Date/Time: 8/7/2023-17:38:14

Diagnosis: Fall

PCP: No Primary Physician

ED Provider: FILICE, MICHAEL A. MD

Instructions prepared by: GHAFARI, KEVIN A MD



Kaleida Health would like to thank you for allowing us to assist you with your healthcare needs.

It is IMPORTANT to see your DOCTOR or PRIMARY CARE PROVIDER. Emergency Care may be incomplete without proper follow-up. If you become worse in any way, it is important that you call your doctor, or return to the Emergency Department. Please remember to take these instructions to your next doctor's appointment.

Follow-up Instructions:

VITALS INFORMATION

Patient Name CHCIUK, KELLY H
FN# 79807142

1 of 12
MRN 1000022665

Pulse Rate, Peripheral	81 bpm	81 bpm
Respiratory Rate	18 BR/min	18 BR/min
Blood Pressure	117 mmHg /70 mmHg	117 mmHg /70 mmHg
Temperature Oral	36.8 degC	36.8 degC
Temperature Rectal		
Temperature Axillary		
Temperature Temporal		
Temperature Intravascular		
Weight	95 kg	95 kg

With:

Address:

When:

PCP UNKNOWN ZZZZ

Comments:

You were seen in the emergency department after a fall. X-rays, CT scan were performed without any concerning findings. An examination was performed without any concerning findings. Considering this it is appropriate for you to be discharged home. Please continue taking Tylenol at home as needed for any ongoing pain. Return to the emergency department if you have significant worsening of your pain to the point where you cannot walk, develop significant difficulty breathing, or if you develop any other concerning signs or symptoms to you.

Medication Information:

Allergy Info:

IP Dye

Immunizations:

None given this visit

Patient Name CHCIUK, KELLY H
FIN # 79807142

2 of 12
MRN 1000022665

right wrist



Chest wound



Left Elbow



Left Palm





Left knee

Sidewalk Gap



RECEIVED

AUG 16 2023

CITY CLERK OFFICE

IN THE MATTER OF THE CLAIM OF
BARBARA BORKOWSKI AND KAZ BORKOWSKI,

Claimants,

-VS-

THE CITY OF LOCKPORT, NEW YORK,

Defendants.

NOTICE OF CLAIM
AND INTENTION TO SUE

TO: THE CITY OF LOCKPORT, NEW YORK

PLEASE TAKE NOTICE, that, BARBARA BORKOWSKI and KAZ BORKOWSKY, pursuant to the statute in such cases made and provided, do hereby make claim against THE CITY OF LOCKPORT, NEW YORK, and in support of such claim do state the following:

1. The Claimants, BARBARA BORKOWSKI and KAZ BORKOWSKY, reside at 917 Hillside Drive Lewiston, New York 14092.
2. The Claimants are represented by LAW OFFICES OF JEFFREY E. MARION, JEFFREY E. MARION, ESQ., of counsel, 5839 Main Street, Suite 104 Williamsville, New York 14221.
3. This claim is one for money damages on behalf of the Claimant, BARBARA BORKOWSKI and KAZ BORKOWSKI, for injuries BARBARA BORKOWSKI received as a result of a boat owned, operated, maintained, and supervised by THE

CITY OF LOCKPORT, NEW YORK capsizing in the Lockport Caves. Additionally, Claimant KAZ BORKOWSKI makes this Claim for money damages due to the loss of consortium and services of his spouse BARBARA BORKOWSKI. The crash that is the subject of this claim occurred on June 12, 2023 at the Lockport Cave and Underground Boat Ride in the City of Lockport, County of Niagara, State of New York.

4. That a substantial factor in causing the aforesaid incident was negligent operation, maintenance, and supervision, and entrustment of the boat that capsized by THE CITY OF LOCKPORT, NEW YORK, and that the CITY OF LOCKPORT, NEW YORK had actual, written notice of the dangerous condition of the boat.

5. Notice is hereby given that in the event that this claim for money damages is not paid within thirty (30) days of the service herein, it is my intention to commence litigation to recover for the damages which have been sustained.

DATED: August 14, 2021



JEFFREY E. MARION, ESQ.

VERIFICATION

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

BARBARA BORKOWSKI, being duly sworn, deposes and says:

I am the Claimant in this matter. I have read the foregoing NOTICE OF CLAIM and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).


Barbara Borkowski

Sworn to before me this
7th day of AUGUST, 2023


Notary Public

JEFFREY E. MARION
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY
STATE OF NEW YORK
MY COMMISSION EXPIRES 01/13/2027

VERIFICATION

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

KAZ BORKOWSKI, being duly sworn, deposes and says:

I am the Claimant in this matter. I have read the foregoing NOTICE OF CLAIM and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).


Kaz Borkowski

Sworn to before me this
7th day of August, 2023


Notary Public

JEFFREY E. MARION
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY
STATE OF NEW YORK
MY COMMISSION EXPIRES 01/13/2017

RECEIVED

AUG 16 2023

CITY CLERK OFFICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

-----X
DANIEL WARMUS
d/b/a AUDITING ERIE COUNTY

Plaintiff/Petitioner,

- against -
CITY OF LOCKPORT

Index No.810190/2023

Defendant/Respondent.
-----X

**NOTICE OF ELECTRONIC FILING
(Consensual Case)
(Uniform Rule § 202.5-b)**

You have received this Notice because:

1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and

2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: <http://www.nycourts.gov/efile-unrepresented> or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

Information for Attorneys

An attorney representing a party who is served with this notice must either consent or decline consent to electronic filing and service through NYSCEF for this case.

Attorneys registered with NYSCEF may record their consent electronically in the manner provided at the NYSCEF site. Attorneys not registered with NYSCEF but intending to participate in e-filing must first create a NYSCEF account and obtain a user ID and password prior to recording their consent by going to www.nycourts.gov/efile

Attorneys declining to consent must file with the court and serve on all parties of record a declination of consent.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nyscef@nycourts.gov).

Dated: 08/17/2023

BRITTANYLEE PENBERTHY, ESQ.

Name

PENBERTHY LAW GROUP LLP

Firm Name

227 NIAGARA STREET

Address

BUFFALO, NEW YORK 14201

716-803-8402

Phone

bpenberthy@thepenlawgroup.com

E-Mail

To: CITY OF LOCKPORT

ONE LOCKPORT PLAZA

LOCKPORT, NY 14094

6/6/18



NYSCEF Confirmation Notice

Erie County Supreme Court



The NYSCEF website has received an electronic filing on 08/10/2023 07:02 PM. Please keep this notice as a confirmation of this filing.

810190/2023

DANIEL WARMUS v. CITY OF LOCKPORT

Assigned Judge: Amy Martoche

Documents Received on 08/10/2023 07:02 PM

Doc #	Document Type
1	PETITION
2	NOTICE OF PETITION ACCOMPANYING COMMENCEMENT DOC(S)
3	EXHIBIT(S) A
4	EXHIBIT(S) B
5	EXHIBIT(S) C
6	EXHIBIT(S) D
7	RJI -RE: NOTICE OF PETITION

Filing User

Brittany Lee Penberthy | bpenberthy@thepenlawgroup.com
227 Niagara St, Buffalo, NY 14201

E-mail Notifications

An email regarding this filing has been sent to the following on 08/10/2023 07:02 PM:

BRITTANY L. PENBERTHY - bpenberthy@thepenlawgroup.com

Michael P. Kearns, Erie County Clerk

Website: <http://www.erie.gov/clerk>

NYSCEF Resource Center, nyscef@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile



NYSCEF Confirmation Notice

Erie County Supreme Court



810190/2023
DANIEL WARMUS v. CITY OF LOCKPORT
Assigned Judge: Amy Martoche

Email Notifications NOT Sent

Role	Party	Attorney
Respondent	CITY OF LOCKPORT	No consent on record.

* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

Michael P. Kearns, Erie County Clerk

Website: <http://www.erie.gov/clerk>

NYSCEF Resource Center, nyscef@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile

THE STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

RECEIVED

AUG 16 2023

CITY CLERK OFFICE

DANIEL WARMUS
d/b/a AUDITING ERIE COUNTY,

Petitioner,

ARTICLE 78
VERIFIED PETITION

v.

CITY OF LOCKPORT,

Index No.:

Respondent.

Brittanylee Penberthy, Esq., an attorney licensed to practice law in the State of New York, being duly sworn, deposes and says:

1. I am attorney for Petitioner, DANIEL WARMUS d/b/a AUDITING ERIE COUNTY, (hereinafter "Auditing Erie County") in the above captioned matter. As such, I am familiar with the facts and circumstances in this action as set forth in this motion.

2. This Verified Petition is submitted in support of the petition for judgment granting immediate access to documents requested pursuant to New York's Freedom of Information Law (hereinafter "FOIL"), and such other and further relief as this Court may deem just and proper.

SOURCE OF JURISDICTION

3. This Court may conduct "special proceedings" pursuant to Article 78 of New York's Civil Practice Law and Rules. See CPLR §§ 7801-7806. Petitioner seeks review of Respondent's determinations on its FOIL petition, pursuant to CPLR § 7803(3).

4. Respondent is a "body" subject to judicial review pursuant to Article 78 of New York's Civil Practice Law and Rules. See CPLR § 7802(a).

5. The instant matter is venued within the 8th Judicial District, pursuant to CPLR § 506.

FACTS COMMON TO ALL CLAIMS

6. Petitioner, DANIEL WARMUS d/b/a AUDITING ERIE COUNTY, on or about February 15, 2023, duly submitted a FOIL request to Respondent, requesting documentation and police reports (including body camera footage) relevant to incident/police #BL-01900-23. Attached hereto a made a part hereof as **Exhibit A** is the subject request.

7. The information requested by Petitioner, DANIEL WARMUS d/b/a AUDITING ERIE COUNTY, related to an incident that occurred on February 12, 2023 between Petitioner DANIEL WARMUS d/b/a AUDITING ERIE COUNTY and Lockport Police Department, thus there is no privacy concern's on Petitioner's own incident.

8. On or about March 20, 2023, Respondent denied Petitioner's request for the subject documentation, improperly indicating an investigation was pending that precluded any release of requested material. Attached hereto a made a part hereof as **Exhibit B** is the denial of March 20, 2023.

9. Petitioner thereafter appealed the denial on or about March 23, 2023. Attached hereto a made a part hereof as **Exhibit C** is the appeal denial of March 23, 2023.

10. Thereafter, Petitioner received a letter from Respondent dated April 16, 2023 indicating that his appeal had been denied, citing that the records compiled are for law enforcement purposes any may be used in a pending investigation. Attached hereto and made a part hereof as **Exhibit D** is the denial dated April 16, 2023.

11. Upon information and belief, there is no legitimately "pending investigation" that would preclude release of the requested records.

12. Respondents have failed to indicate how the records at issue would impede any purported investigation, if one in fact exists.

SUMMARY OF RESPONDENT'S ERRORS

13. Respondent erred when it intentionally failed to provide documents and release the same absent any proper media duly requested pursuant to New York's FOIL. Respondent was obligated, at a minimum, to make a search for responsive documents and release the same absent any prior legal exemptions applied prior to summarily denying Petitioner's valid FOIL request.

14. With the recent repeal of Civil Rights Law 50-a, the Legislature has now eliminated the prior confidentiality privileges that once applied to police personnel records. There was no valid reason for Respondent to deny Petitioner access to the requested documents.

15. There was no valid reason to deny access to public documents nor body cam of two officers while they were on duty.

ARGUMENT

16. The Freedom of Information Law, codified at Public Officers Law §§ 84-90, expresses New York's strong commitment to open government and public accountability and imposes a broad standard of disclosure upon the State and its agencies. Capital Newspapers v. Burns, 67 N.Y. 2d 562, 565 (1986). FOIL affords all citizens the means to obtain information concerning the day-to-day functioning of State and local government, thus providing the electorate with sufficient information to make intelligent, informed choices with respect to both the direction and scope of governmental activities. Id. at 565-66. FOIL is also an effective tool for exposing waste, negligence, and abuse on the part of government officers. Id. at 566.

17. FOIL provides that all records of a public agency are presumptively open to public inspection and copying unless otherwise specifically exempted. Id. at 566. Exemptions are to be

narrowly construed to provide maximum access, and the agency seeking to prevent disclosure carries the burden of demonstrating that the requested material falls squarely within a FOIL exemption by articulating a particularized and specific justification for denying access. Id.

18. On denial of a FOIL, a petition to challenge said denial of access under Article 78 of the Civil Practice Law and Rules may be made.

19. In the matter at hand, Respondent utterly failed to provide media responsive to Petitioner's duly served FOIL request.

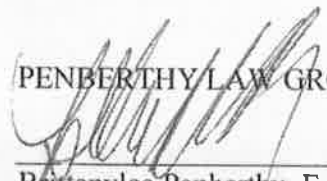
20. Petitioner has good faith knowledge and information as to the existence of the requested information and communications.

21. Petitioner respectfully requests that this Court issue an Order compelling Respondent to immediately produce unredacted documents and any media responsive to Petitioner's FOIL requests.

22. Lastly, as Respondent had no reasonable basis for denial of Petitioner's FOIL request, pursuant to Public Officers Law §89(4)(c), Petitioner seeks attorneys' fees and litigation costs relative to the instant action.

WHEREFORE Petitioner respectfully requests that this Court issue a judgment granting Petitioner immediate access any media responsive to his FOIL request; granting costs and reasonable attorney's fees to cover expenses incurred in this proceeding; and such other and further relief as this Court may deem just and proper.

Dated: August 10, 2023
Buffalo, New York

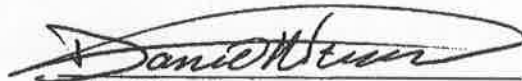
By: 
PENBERTHY LAW GROUP LLP
Brittanylee Penberthy, Esq.
Attorney for Petitioner
227 Niagara Street
Buffalo, New York 14201
Telephone: (716) 803.8402

**TO: City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094**

VERIFICATION

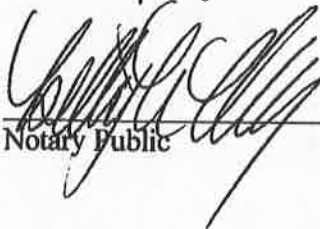
STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

DANIEL WARMUS d/b/a AUDITING ERIE COUNTY, being duly sworn, deposes and says that he is the petitioner in this action; that he has read the foregoing VERIFIED PETITION and knows the contents thereof; that the same is true to the knowledge of deponent, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters, she believes it to be true.


DANIEL WARMUS

Sworn to before me this

10th day of August, 2023


Notary Public

BRITTANY LEE PENBERTHY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires August 24, 2025

THE STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

RECEIVED

AUG 16 2023

DANIEL WARMUS
d/b/a AUDITING ERIE COUNTY,

CITY CLERK OFFICE

Petitioner,

NOTICE OF PETITION

v.

CITY OF LOCKPORT,

Index No.:

Respondent.

PLEASE TAKE NOTICE that, upon the annexed Verified Petition, and exhibits attached thereto, dated August 10, 2023 an application will be filed in Supreme Court County of Niagara, State of New York, before Hon. _____, Part ____, located at

on or about _____, 2023 at _____ am/pm, or soon thereafter as counsel may be heard, for a judgement pursuant to Article 78 of Civil Practice Law and Rules ("CPLR") and the Freedom of Information Law ("FOIL"), holding that Respondent has failed to perform a duty enjoined upon them by and in an arbitrary and capricious manner; directing Respondent to comply with their duty under FOIL to provide the information sought by Petitioner in Petitioner's February 15, 2023 request; awarding reasonable attorney's fees and costs pursuant to New York Public Officers Law § 89; and granting other relief the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE that, pursuant to C.P.L.R. § 7804 answering papers, if any, shall be received by the undersigned at least five (5) days before the return date, and the Petitioner's reply shall be served at least one (1) day before the return date.

Dated: August 10, 2023
Buffalo, New York

By: s/Brittanylee Penberthy
Brittany Penberthy, Esq.
Attorney for Petitioner
227 Niagara Street
Buffalo, New York 14201
Telephone (716) 803.8402

TO: City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Exhibit A

APPLICATION FOR PUBLIC ACCESS TO RECORDS ^

TO: RECORDS ACCESS OFFICER
CITY OF LOCKPORT
LOCKPORT, NY

I HEREBY APPLY TO INSPECT THE FOLLOWING RECORD:

* Requesting All unredacted or Edited Body Worn Camera footage of officer Maio Budget and officer Streckewald Budget #03 (K-9 officer) from 2/14/2023 Between 1PM and 2PM.

* Requesting All Axon ^{audit} ~~edit~~ trail/Exit data/File info for Both officer's Footage above

* Requesting All Reports from - Incident/Police Report # BL-001900-23

SIGNATURE

[Handwritten Signature]

DATE

audit@erie county@gmail.com

2/15/23

MAILING ADDRESS

4243 Abbott Rd., Orchard Park, NY, 14127

FOR AGENCY USE

APPROVED

DENIED FOR REASON (S) CHECKED BELOW

- CONFIDENTIAL DISCLOSURE
- PART OF INVESTIGATORY FILES
- UNWARRANTED INVASION OF PERSONAL PRIVACY
- RECORD OF WHICH THIS AGENCY IS LEGAL CUSTODIAN CANNOT BE FOUND
- RECORD IS NOT MAINTAINED BY THIS AGENCY
- EXEMPTED BY STATUTE OTHER THAN THE FREEDOM OF INFORMATION ACT
- OTHER (specify)

RECEIVED

FEB 15 2023

CITY CLERK OFFICE

SIGNATURE

TITLE

DATE

NOTICE: YOU HAVE A RIGHT TO APPEAL A DENIAL OF THIS APPLICATION TO THE HEAD OF THIS AGENCY.

NAME

BUSINESS ADDRESS

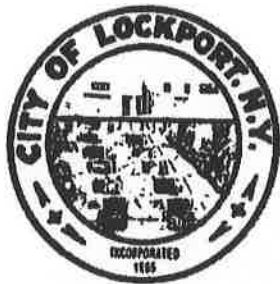
WHO MUST FULLY EXPLAIN HIS REASONS FOR SUCH DENIAL IN WRITING SEVEN DAYS OF RECEIPT OF AN APPEAL.

I HEREBY APPEAL:

SIGNATURE

DATE

Exhibit B



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

OFFICE OF CITY CLERK
Sarah K. Lanzo, City Clerk

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

March 20, 2023

Daniel J. Warmus
4243 Abbott Road
Orchard Park, NY 14127
Auditingeriecounty@gmail.com

Dr. Mr. Warmus;

This letter is being sent to you in response to your FOIL request submitted to the City of Lockport on February 15, 2023. You requested police reports and documentation (including body camera footage) for Incident/Police # BL-01900-23.

It has been determined that the records that you requested are not required to be made available as the requested records are compiled for law enforcement purposes and may be relative to a pending law enforcement investigation.

You have 30 days from receipt of denial of access to records to appeal.

Thank you,

Sincerely,

Sarah K. Lanzo

Sarah K. Lanzo
City Clerk

Exhibit C

This is a appeal of my Foil Request That Was Submitted on 2/15/23. a Copy of the Request is Below at the Bottom of the Page. The Request Was Denial Stateded That it Was Information "Compiled for Law enforcement Purposes" and it "MAY" be Relative to a Pending Law Enforcement Investigation.

- As I Was Requesting Public Records it is Irrelevant Who the Public Records were Compiled for!
- Also Stated The Records We Requested "MAY" be Subject to a Law Enforcement Investigation. The Word Stated in the Denial "May" dose Not mean the Public Records "Are" Part of a investigation.

* the City of Lockport's Denial of Public Records is Not Lawful or Accepted By Auditing Erie County!

Take This Appeal as a warning any further Delay or Denial of the Public Records will Result in a Artical 78 Court Actions. Attached Hear is my Attkny if you Have any more questions

Dated 3/23/23

PENBERTHY
LAW GROUP LLP

Brittanylee Penberthy, Esq.
Partner

A 227 Niagara St. • Buffalo, NY • 14201
P 716.803.8400 Ext 2 c 716.939.1922 F 716.408.0308
E bpenberthy@thepenlawgroup.com
W thepenlawgroup.com

APPLICATION FOR PUBLIC ACCESS TO RECORDS

RECEIVED

MAR 23 2023

**TO: RECORDS ACCESS OFFICER
CITY OF LOCKPORT
LOCKPORT, NY**

CITY CLERK OFFICE

I HEREBY APPLY TO INSPECT THE FOLLOWING RECORD:

- * Requesting All unredacted or Edited Body Worn Camera footage of officer Maio Budget and officer Streckewald Budget #03 (K-9 officer) from 2/14/2023 Between 1PM and 2PM.
- * Requesting All Axon ^{audit} trail/Exit data/File info: for Both officer's Footage above
- * Requesting All Reports from - Incident/Police Report # BL-001900-23

SIGNATURE

[Handwritten Signature]

DATE

auditingeriecounty@gmail.com

2/15/23

MAILING ADDRESS

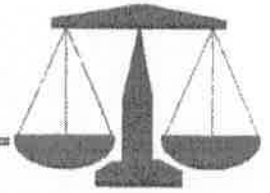
4243 Abbott Rd., Orchard Park, NY, 14127

FOR AGENCY USE

Exhibit D



Department of Law



Laura A. Miskell Benedict, Corporation Counsel

Jason J. Cafarella, Deputy Counsel
Patricia M. McGrath, Deputy Counsel

Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6670

April 16, 2023

Daniel J. Warmus
4243 Abbott Road
Orchard Park, NY 14127

RE: FOIL Request Denial Appeal

Dear Mr. Warmus:

Please be advised that the undersigned is the FOIL appeals officer for the City of Lockport. I have reviewed your Appeal of the City Clerk's Denial of your FOIL Request. The same is hereby denied. The records compiled are for law enforcement purposes, and upon speaking with the Chief of Police, I was notified that the records may be utilized for a pending law enforcement investigation.

Yours sincerely,

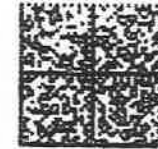
Laura A. Miskell Benedict

Laura A. Miskell Benedict

Cc: Lockport City Clerk
Lockport Chief of Police

Corporation Counsel
Lockport Municipal Building

ONE LOCKS PLAZA
LOCKPORT, NEW YORK 14094



US POSTAGE W. PITNEY BOWES

ZIP 14094 \$ 000.60⁰
02 4W
0000373086 APR 17 2023

Daniel J. Warmus
4243 Abbott Road
Orchard Park, NY 14127

1412732273 R006



Lockport Municipal Building

ONE LOCKS PLAZA
LOCKPORT, NEW YORK 14094

BUFFALO NY 140

18 APR 2023 PM 2



US POSTAGE W. PITNEY BOWES

ZIP 14094 \$ 000.60⁰
02 4W
0000373086 APR 17 2023

*Daniel J. Warmus
4243 Abbott Road
Orchard Park, NY 14127*

14127-227343



REQUEST FOR JUDICIAL INTERVENTION

Supreme COURT, COUNTY OF Erie



Index No: _____ Date Index Issued: _____

CAPTION Enter the complete case caption. Do not use et al or et ano. If more space is needed, attach a caption rider sheet. DANIEL WARMUS DBA AUDITING ERIE COUNTY -against- CITY OF LOCKPORT Plaintiff(s)/Petitioner(s) Defendant(s)/Respondent(s)

For Court Use Only: IAS Entry Date Judge Assigned RJI Filed Date

NATURE OF ACTION OR PROCEEDING: Check only one box and specify where indicated.

COMMERCIAL Business Entity (includes corporations, partnerships, LLCs, LLPs, etc.) Contract Insurance (where insurance company is a party, except arbitration) UCC (includes sales and negotiable instruments) Other Commercial (specify):

MATRIMONIAL Contested NOTE: If there are children under the age of 18, complete and attach the MATRIMONIAL RJI Addendum (UCS-840M). For Uncontested Matrimonial actions, use the Uncontested Divorce RJI (UD-13).

NOTE: For Commercial Division assignment requests pursuant to 22 NYCRR 202.70(d), complete and attach the COMMERCIAL DIVISION RJI ADDENDUM (UCS-840C).

TORTS Adult Survivors Act Asbestos Environmental (specify): Medical, Dental or Podiatric Malpractice Motor Vehicle Products Liability (specify): Other Negligence (specify): Other Professional Malpractice (specify): Other Tort (specify):

REAL PROPERTY Specify how many properties the application includes: Condemnation Mortgage Foreclosure (specify): Residential Commercial Property Address:

NOTE: For Mortgage Foreclosure actions involving a one to four-family, owner-occupied residential property or owner-occupied condominium, complete and attach the FORECLOSURE RJI ADDENDUM (UCS-840F).

Partition NOTE: Complete and attach the PARTITION RJI ADDENDUM (UCS-840P). Tax Certiorari (specify): Section: Block: Lot: Tax Foreclosure Other Real Property (specify):

SPECIAL PROCEEDINGS Child-Parent Security Act (specify): Assisted Reproduction Surrogacy Agreement CPLR Article 75 - Arbitration [see NOTE in COMMERCIAL section] CPLR Article 78 - Proceeding against a Body or Officer Election Law Extreme Risk Protection Order MHL Article 9.60 - Kendra's Law MHL Article 10 - Sex Offender Confinement (specify): Initial Review MHL Article 81 (Guardianship) Other Mental Hygiene (specify): Other Special Proceeding (specify):

OTHER MATTERS Certificate of Incorporation/Dissolution [see NOTE in COMMERCIAL section] Emergency Medical Treatment Habeas Corpus Local Court Appeal Mechanic's Lien Name Change/Sex Designation Change Pistol Permit Revocation Hearing Sale or Finance of Religious/Not-for-Profit Property Other (specify):

STATUS OF ACTION OR PROCEEDING Answer YES or NO for every question and enter additional information where indicated.

Has a summons and complaint or summons with notice been filed? YES NO If yes, date filed: Has a summons and complaint or summons with notice been served? YES NO If yes, date served: Is this action/proceeding being filed post-judgment? YES NO If yes, judgment date:

NATURE OF JUDICIAL INTERVENTION Check one box only and enter additional information where indicated.

Infant's Compromise Extreme Risk Protection Order Application Note of Issue/Certificate of Readiness Notice of Medical, Dental or Podiatric Malpractice Date Issue Joined: Relief Requested: Return Date: Notice of Motion Relief Requested: Return Date: Notice of Petition Relief Requested: Article 78 (Body or Officer) Return Date: Order to Show Cause Relief Requested: Return Date: Other Ex Parte Application Relief Requested: Partition Settlement Conference Poor Person Application Request for Preliminary Conference Residential Mortgage Foreclosure Settlement Conference Writ of Habeas Corpus Other (specify):

RELATED CASES List any related actions. For Matrimonial cases, list any related criminal or Family Court cases. If none, leave blank. If additional space is required, complete and attach the RJI Addendum (UCS-840A) .				
Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to instant case

PARTIES For parties without an attorney, check the "Un-Rep" box and enter the party's address, phone number and email in the space provided. If additional space is required, complete and attach the **RJI Addendum (UCS-840A)**.

Un-Rep	Parties <small>List parties in same order as listed in the caption and indicate roles (e.g., plaintiff, defendant, 3rd party plaintiff, etc.)</small>	Attorneys and Unrepresented Litigants <small>For represented parties, provide attorney's name, firm name, address, phone and email. For unrepresented parties, provide party's address, phone and email.</small>	Issue Joined <small>For each defendant, indicate if issue has been joined.</small>	Insurance Carriers <small>For each defendant, indicate insurance carrier, if applicable.</small>
<input type="checkbox"/>	Name: WARMUS, DANIEL Role(s): Plaintiff/Petitioner	BRITTANY PENBERTHY, PENBERTHY LAW GROUP LLP, 227 NIAGARA ST , BUFFALO, NY 14201, bpenberthy@thepenlawgroup.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/>	Name: CITY OF LOCKPORT Role(s): Defendant/Respondent	One Locks Plaza, Lockport, NY 14094	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, UPON INFORMATION AND BELIEF, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 08/10/2023

BRITTANY LEE PENBERTHY
Signature

4691465

Attorney Registration Number

BRITTANY LEE PENBERTHY
Print Name

RESIDENTIAL REVIEW APPLICATION 2022
SECTION II

Please Print

LIST FOUR COMPARABLE PROPERTIES (recent sales or assessments)

Sale 1. Location 52 Harrison Ave S.B.L. 109.50-3-50
Sale Price 80,000 Sale Date 7/5/13
Assessed Value 177,000
Square Footage 2042 Style old style
Condition _____ Additional Features _____
Comments on Sales Comparison _____

Sale 2. Location 25 Livingplace S.B.L. 109.42-1-50
Sale Price 170,000 Sale Date 6/4/21
Assessed Value 170,000
Square Footage 2,408 Style old style
Condition _____ Additional Features _____
Comments on Sales Comparison _____

Sale 3. Location 591 Walnut Street S.B.L. 109.50-2-55
Sale Price 180,000 Sale Date 2/25/22
Assessed Value 90,000
Square Footage 2,186 Style old style
Condition _____ Additional Features _____
Comments on Sales Comparison _____

Sale 4. Location 20 Elmira Street S.B.L. 109.50-3-61
Sale Price 180,000 Sale Date 4/30/21
Assessed Value 169,000
Square Footage 2,016 Style old
Condition _____ Additional Features _____
Comments on Sales Comparison _____

Based on the sale of the above properties, I believe that the estimated FULL MARKET VALUE for the subject property is 151,500.

I certify that all statements made on this application are true and correct to the best of my knowledge and belief. Zachary Nolan 4/14/23

Signature of Owner

Date

RECEIVED

AUG 07 2023

PETITION
SMALL CLAIMS ASSESSMENT REVIEW
IN COUNTIES OUTSIDE NEW YORK CITY
(one petition per parcel)

ORIGINAL FILED
CITY

JUL 28 2023

PART I
GENERAL INFORMATION

SUPREME COURT, COUNTY OF Niagara

JOSEPH A. JASTRZEMSKI
NIAGARA COUNTY CLERK

- 1. Filing # SC2023-00019 Calendar # _____
- 2. Assessing Unit City of Lockport
- 3. Date of final completion and filing of assessment roll July 1, 2023
 - (a) Total 252,000
 - (b) Exempt amount 0
 - (c) Taxable assessed value (3a-3b) 252,000
- 4. Date of filing (or mailing) petition 7/28/23

- 5. Name of owner or owners of property: Zachary Nolan
Address: 50 Utica Street, Lockport, NY 14094
Telephone #: 716-535-0804

- 6. If applicable, name and address of representative of owner, if representative is filing application:
(Owner must complete Designation of Representative section.)
Name of Representative: _____
Address: _____
Telephone #: _____

- 7. Description of property as it appears on the assessment roll.
Tax Map # _____ Section 109.50 Block 3 Lot 24.1

- 8. Location of Property (street, Road highway number, and city, town or village)
50 Utica Street, Lockport, NY 14094

PAID

JUL 28 2023

SCAR PETITION

JOSEPH A. JASTRZEMSKI
NIAGARA COUNTY CLERK

SC2023-00019
07/28/2023 11:56:37 AM
Receipt 2023606959
Pages 5

Joseph A. Jastrzemski, Niagara County Clerk

Clerk: LMK

PART II
GROUNDS FOR PETITION

ASSESSMENT REQUESTED

A. Assessment requested on the complaint form filed with the Board of Assessment Review

1.	Total assessment	<u>151,500</u>
2.	Exempt amount, if any	<u>0</u>
3.	Taxable assessment	<u>151,500</u>

MAXIMUM REDUCTION

B. Calculation of equalized value and maximum reduction in assessment

1. Property is NOT in a special assessing unit.

$$\begin{array}{rclcl} \text{ASSESSED VALUE} & + & \text{EQUALIZATION RATE} & = & \text{EQUALIZED VALUE} \\ \underline{252,000} & & \underline{100\%} & & \underline{252,000} \end{array}$$

2. Property IS in a special assessing unit.

$$\begin{array}{rclcl} \text{ASSESSED VALUE} & - & \text{CLASS ONE RATIO} & = & \text{EQUALIZED VALUE} \\ \underline{\hspace{2cm}} & & \underline{\hspace{2cm}} & & \underline{\hspace{2cm}} \end{array}$$

3. If the EQUALIZED VALUE exceeds \$450,000, enter the ASSESSED VALUE here: _____
Multiply the ASSESSED VALUE by: x.25
Enter the result here: _____
The result is the maximum total assessment request reduction allowable.

C. UNEQUAL ASSESSMENT

1. The total assessment is unequal because the property is assessed at a higher percentage of full (market) value than (check one).

(a) the average of all other property on the assessment roll, or

(b) the average of residential property on the assessment roll.

2. Full (market) value of property: \$ 151,500

Based on one or more of the following, petitioner believes this property should be assessed at 100 % of full (market) value:

- The latest State equalization rate for the assessing unit in which the property is located (enter latest equalization rate: _____ %).
- The latest residential assessment ratio for the assessing unit in which the property is located (enter residential assessment ratio: _____ %).
- A sample of market values of recent sales prices and assessments of comparable residential properties on which petitioner relies for objection (list parcels on a separate sheet and attach).
- Statements of the assessor or other local official that property has been placed on the roll at _____ %.

Petitioner believes the total assessment should be reduced to \$ _____. This amount may not be less than the total assessment amount indicated in Section A (1), or Section B (3), whichever is greater.

D. [] EXCESSIVE ASSESSMENT:

1. [] The total assessed value exceeds the full (market) value of the property.
Total assessed value of property: \$ 252,000
Complainant believes the total assessment should be reduced to a full value of \$ 151,000
Attach list of parcels upon which complainant relies for objection, if applicable.
This amount may not be less than the amount indicated in Section A (1), or Section B (3).

2. [] The taxable assessed value is excessive because of the denial of all or a portion of a partial exemption. Specify exemption _____ (e.g., aged, clergy, veterans, etc).

Amount of exemption claimed: \$ _____. Amount granted, if any: \$ _____.

This amount may not be greater than the amount indicated in A (2).

If application for exemption was filed, attach a copy of application to this petition.

E. INFORMATION TO SUPPORT THE FULL (market) VALUE CLAIMED (Check One)

1. [] Purchase price of property \$ _____

Date of purchase _____

Relationship, if any, between seller and purchaser _____

2. [] If property has been recently offered for sale:

When and for how long: _____

How offered: _____

Asking price: \$ _____

3. [] If property has been recently appraised:

When: 2019 By Whom: PREMIER REAL ESTATE SERVICES, INC.

Purpose of appraisal: Refinance

Appraised value: \$ 150,000

4. [] If buildings have been recently remodeled, constructed, or additional improvements made, state:

Year remodeled, constructed, or additions made: new roof, siding

Date commenced: March 2020 Date completed: June 2020

Cost: \$ 30,000

5. [] Amount for which your property is insured: \$ _____

Name of insurance company and policy number: Travelers 603154911-633-1

6. [] Purchase price of comparable property(ies) recently sold: \$ 180,000

PART III
LISTING OF TAXING DISTRICTS

Names of Taxing Districts

1. COUNTY: Niagara

2. TOWN: _____

3. VILLAGE: _____

4. SCHOOL DISTRICT: Lockport

PART IV
DESIGNATION OF REPRESENTATIVE TO FILE PETITION

I, _____, as petitioner (or officer thereof) hereby designate _____ to act as my representative in any and all proceedings before the Small Claims Assessment Review of the Supreme Court in _____ County for purposes of reviewing the assessment of my real property as it appears on the _____ year assessment roll of _____ (assessing unit)

Signature of Owner

Date

PART IV
ELIGIBILITY AND CERTIFICATION

I certify that:

- (a) The owner has previously filed a complaint required for administrative review of assessments.
- (b) The property is improved by a one, two or three family, owner-occupied residential structure used exclusively for residential purposes, and is not a condominium; except a condominium designated as Class 1 in Nassau County or as "homestead" Class in an approved assessing unit.
- (c) The requested assessment is not lower than the assessment requested on the complaint filed with the assessor or the Board of Assessment Review.
- (d) If the equalized value of the property exceeds \$450,000, the requested assessment reduction does not exceed 25 percent of the assessed value.
- (e) I will mail, by certified mail, return receipt requested, or, deliver in person, within ten days after the day of filing this petition with the County Clerk, one (1) copy of this petition to the clerk of the assessing unit, or if there be no such clerk, then to the officer who performs the customary duties of that official.
- (f) I will mail by regular mail within 10 (ten) days after the filing of the Petition with the County Clerk one (1) copy of the Petition to:
 - (1) The clerk of the school district(s)* within which the real property is located, or if there be no clerk or the name and address cannot be obtained, then to a trustee,
 - (2) The treasurer of the county in which the property is located, and
 - (3) The assessor, or, the chairman of the board of assessors
 - (4) The clerk of the village, where the village has ceased being an assessing unit in accordance with Real Property Tax law § 1402(3), if the assessment to be reviewed is on a parcel located within such village.

I certify that all statements made on this application are true and correct to the best of my knowledge and belief, and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the Penal law relevant to the making and filing of false instruments.



Signature of owner or representative

Check here if evening hearing is desired

(*NOTE: You are not required to file with the Buffalo City School District, the Rochester City School District, the Syracuse City School District or the Yonkers City School District.)

Client#: 1681200

NIAGACEL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2023

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 BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 12 Gill Stret, #5500, Woburn, MA 01801, 855 874-0123. CONTACT NAME: Selective CSC Nat SCL, PHONE: 877 396-3800, FAX: 877-775-0110, E-MAIL ADDRESS: servicecenter@selective.com. INSURER(S) AFFORDING COVERAGE: Selective Insurance Company of SC, NAIC #: 19259. INSURED: Niagara Celtic Heritage Society Inc, 6447 Phillips Road, Burt, NY 14028.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Lockport is included as additionally insured, as required by written contract, as it relates to the use of the City's right-of-way on East Ave. and Lake Ave. on Sept. 3rd through Sept. 16, 2019 for the purpose of hanging banners across East Ave at Davison Rd and Lake Ave near the city line

CERTIFICATE HOLDER: City of Lockport, One 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: [Signature]

EAF Mapper Summary Report

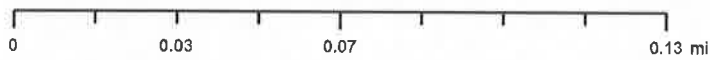
Thursday, February 2, 2023 3:20 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Niagara County makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness, or completeness of any information provided herein or derived from the mapping data for any reason. Niagara County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. This information and data is subject to what an accurate survey would disclose. The user knowingly waives any and all claims for damages against any and all of the entities comprising Niagara County that may arise from the mapping data.



Report run date: February 2, 2023

Parcel Report

Information reflects Final Assessment Roll 2022

SBL: 109.55-1-10

Owner: City Of Lockport

Prcl Numb: 55

Prcl Street: Main St

Prcl Muni: Lockport

Prop Code: 438

Prop Code Description: Parking lot

Front: 180

Sqft Living Area: 0

Total Assessed Value: 300,000

Depth: 183

Year Built: 0

Land Assessed Value: 295,000

Acres (approx): 1.29

Full Market Value: 300,000

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

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

The Spalding Mill is designated in the State Historic Preservation Office (SHPO) database (known as CRIS) as USN #06342.000544. The building was evaluated by the SHPO in March 2017, and was at time determined be Not Eligible for inclusion in the National Register. Information noted is that the top three floors were removed in the 1970s. Though the SHPO may not be interested in the property, this building remains a local point of interest.

Remedial actions on the site are not required. The site does not require any legislative action, is not in a Critical Environmental Area, will not affect or disrupt current traffic patterns, will not include/require municipal water or sewer, does not connect to a waterway, encroach into a wetland or affect endangered species, and is not located in a flood plain.

This project is funded in part by the New York State Department of State as part of a Downtown Revitalization Initiative (DRI). Short-term, long term, and cumulative impacts are anticipated to be positive for the local community and out-of town visitors, providing a safe overlook of the Flight of Five Locks on the Erie Canal.

No significant environmental impact is anticipated.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Lockport	August 23, 2023
Name of Lead Agency	Date
Michelle Roman	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



Parks, Recreation, and Historic Preservation

Resource Evaluation

Date: 03/07/2017

Staff: James Finelli

USN Number: 06342.000544

Name: Holly Edison Building

Location: 55 Main Street, Lockport NY 14094

Resource Status:

1. **Determination:** Not Eligible
2. **Contributing:** False

Criteria for Inclusion in the National Register:

- A. Associated with events that have made a significant contribution to the broad patterns in our history.
- B. Associated with the lives of persons significant in our past.
- C. Embodies the distinctive characteristics of a type, period or method of construction; or represents the work of a master; or poses high artistic values; or represents a significant and distinguishable entity whose components may lack individual distinction.
- D. Have yielded, or may be likely to yield information important in prehistory or history.

Summary Statement:

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
City of Lockport			
Name of Action or Project: Renovations to Spalding Mill Building and Site			
Project Location (describe, and attach a location map): 55 Main Street, Lockport, NY 14094			
Brief Description of Proposed Action: Priorities for the proposed project include: To stabilize the building structure in support of the load increases of the proposed roof top overlook and future event space. To improve the building envelope for weather-tightness and preservation/conservation of historical character-defining attributes of the building and materials. To improve the site landscaping, including accessibility.			
Name of Applicant or Sponsor: Michelle Roman, Mayor		Telephone: 716 439 6776 E-Mail: mlawson@lockportny.gov	
Address: 1 Locks Plaza			
City/PO: City of Lockport		State: NY	Zip Code: 14094
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Department of State: DRI funding			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 1.29 acres b. Total acreage to be physically disturbed? _____ .3 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Municipal <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
<u>Light fixtures will be replaced with LED luminaries. While additional fixtures will be placed, the light levels will remain very low so as not to impact night viewing of the Flight of Five Locks. We do not anticipate any impact or change to the amount of energy consumed.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____			
Potable water is not required for the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____			
Wastewater treatment is not required for project	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The Spalding Mill is not listed or eligible to be listed. It is registered on the SHPO's CRIS system.			
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ Site remediation is occurring on sites in the vicinity of the Spalding Mill but not of the contiguous sites are under cleanup action.	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>City of Lockport / Michelle Roman</u> Date: <u>8/23/23</u>		
Signature: _____ Title: <u>Mayor</u>		

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
City of Lockport			
Name of Action or Project: Lowertown Loop Trail Comfort Station Rehabilitation and Pavilion			
Project Location (describe, and attach a location map): Market St. at North Adam St. bridge			
Brief Description of Proposed Action: Upgrades to existing comfort station and addition of pavilion adjacent to existing comfort station funded by NY Canalway Grant.			
Name of Applicant or Sponsor: Michelle Roman, Mayor		Telephone: 716-439-6776	
		E-Mail: mlawson@lockport.gov	
Address: One Locks Plaza			
City/PO: Lockport		State: NY	Zip Code: 14094
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NY Canal Corp.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		.45 acres	
b. Total acreage to be physically disturbed?		.10 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		NA - R.O.W. acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Existing connection to City of Lockport Water Distribution System _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Existing Connection to City of Lockport Sanitary Sewer System _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Adjacent to Erie Canal. Will not encroach Canal. _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ Drainage from Pavilion will be surface drained to surrounding greenspace. _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ Misc. spills per DEC website	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Michelle Roman Date: _____

Signature: _____ Title: Mayor

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project:

Date:

**Short Environmental Assessment Form
Part 3 Determination of Significance**

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

Work will be done to existing comfort station and pavilion will be located within areas of prior disturbance.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Lockport	August 23, 2023
_____ Name of Lead Agency	_____ Date
Michelle Roman	Mayor
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM

CITY OF LOCKPORT
BUILDING INSPECTION DEPARTMENT

ONE LOCKS PLAZA PHONE-439-6754 EMAIL-mbrewer@lockportny.gov

BUILDING PERMIT APPLICATION FOR
DUMPSTERS

Job Location: 77 main street Date: 8/14/23

Owner: ETC / mini mobil Address (if different): 275 Franklin Trpk

Phone: 201-8258255 City: Ramsey Zip: 07446


Dates of placement: 8/10/23 - 10/31/23

Size of dumpster: 3 40 yard containers

Contractor(s): ETC

Dumpster location: Front of building

Please acknowledge the following:

1. The street upon which any roll-off container is to be placed must be a minimum 26 feet, curb to curb.
2. The roll-off container must be placed parallel to the curb with the street side of the container no more than 8'6" from the nearest curb adjacent to the container.
3. The roll-off container shall only be placed on the side of the street that is designated for parking and shall not be placed within 10 feet of a neighboring driveway.
4. The roll-off container shall have a permanent installation of not less than 16 s.f. of diagonal reflectorized stripping material on each side of the roll-off container.
5. The roll-off container owner/lessee must provide the proper insurance documents prior to the container being placed.
6. The dumpster permit shall be valid for ¹⁴~~seven~~ days. 

The Owner/ Applicant agrees to conform to all applicable laws of this jurisdiction, adhere to the plans and specifications affixed hereto and permit Building Department personnel to perform required inspections.

Applicant's Name:(if different than owner) Thomas Shortall (attach letter of agency)
Owner/ Applicant Signature: [Signature] Date: 8/14/23





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2023

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 BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED 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).

PRODUCER Pavese - McCormick Agency 3759 U.S. Highway 1 South Suite 200 Monmouth Junction NJ 08852	CONTACT NAME: Patti Wingen PHONE (A/C, No, Ext): (732) 247-9800 E-MAIL ADDRESS: pattiw@pavesemccormick.com	FAX (A/C, No): (732) 422-0700
	INSURER(S) AFFORDING COVERAGE	
INSURED Pyramid ETC Companies LLC, DBA: T/A ETC Companies LLC 275 North Franklin Turnpike P.O. Box 369 Ramsey NJ 07446	INSURER A: American Alternative Insurance Corporation NAIC #: 19720	
	INSURER B: Selective Fire & Casualty Insurance Company NAIC #: 14377	
	INSURER C: Berkley National Insurance Company NAIC #: 38911	
	INSURER D: Twin City Fire Insurance Company NAIC #: 29459	
	INSURER E: Travelers Casualty & Surety NAIC #: 19038	
	INSURER F: Evanston Insurance Company NAIC #: 35378	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		88A2GL0004487	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y		S 2310017	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		MKC11100105	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13WEAAM3WTM	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability			93A2FF1000053	07/01/2023	07/01/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RECEIVED

AUG 1 1 2023

CITY CLERK OFFICE

CERTIFICATE HOLDER**CANCELLATION**
 City of Lockport
 One Locks Plaza

Lockport

NY 14094

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

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Deputy City Clerk

From: Roland Davis <lockportrampage@gmail.com>
Sent: Saturday, August 12, 2023 8:31 PM
To: Deputy City Clerk
Subject: [EXTERNAL] Re: FW: 071223.7

Good evening,

We were just made aware that a league game was unable to complete due to weather. As a result the entire league post-season schedule must be pushed back. The Lockport Wildcats will not need the field on August 19th, 2023 so please do not paint the field. We will still be using the the facilities August 26th, 2023 and are asking for use of the facilities on September 9, 2023 for the Championship game.

Roland Davis
President, Lockport Wildcats, Inc.

On Fri, Jul 28, 2023 at 9:28 AM Roland Davis <lockportrampage@gmail.com> wrote:
Good Morning,

The Lockport Wildcats will not have a game on August 5th, 2023. We do not need the field lined for that date.

Thank You,

Roland Davis

On Thu, Jul 13, 2023 at 9:37 AM Deputy City Clerk <deputyclerk@lockportny.gov> wrote:

Good morning,

Please see attached for the Resolution from the July 12 Common Council Meeting.

Thank you!



Emily Stoddard

Deputy City Clerk / Registrar of Vital Statistics

Phone: (716) 439-6667

Fax: (716) 439-6702

deputyclerk@lockportny.gov

**PAYMENT IN LIEU OF TAXES AGREEMENT
BY AND AMONG
HARRISON LOFTS HOUSING DEVELOPMENT FUND COMPANY, INC.,
HARRISON LOFTS LIMITED PARTNERSHIP, AND
THE CITY OF LOCKPORT**

WHEREAS, the Harrison Lofts Housing Development Fund Company, Inc. is a New York Not-for-Profit corporation organized pursuant to Article XI of the Private Housing Finance Law (“PHFL”), having its principal place of business at c/o YWCA of the Niagara Frontier, Inc., 32 Cottage Street, Lockport, NY 140494 (“HLHDFC”); and

WHEREAS, HLHDFC was formed for the purpose of providing residential rental accommodations for persons of middle income and low-income; and

WHEREAS, HLHDFC is, or will be, the legal owner of record, as nominee for Harrison Lofts Limited Partnership, a New York limited partnership having its principal place of business at c/o The Kearney Realty & Development Group Inc., 57 Route 6, Suite 207, Baldwin Place, New York 10505 (“Partnership”), of real property located at 160 Washburn Street, Lockport, New York 14094 (SBL # 109.14-4-20.1), being Part of Lot 8, 10 & 12, Section 15, Township 14, Range 6 of the Holland Land Company’s Survey in the City of Lockport, County of Niagara and State of New York more particularly described in the Nussbaumer & Clarke, Inc. Survey Project No. 1905-0035, dated December 23, 2019 annexed hereto as Exhibit A (the “Property”); and

WHEREAS, HLHDFC and the Partnership will develop, own, construct, maintain and operate a mixed use of commercial use and residential housing project for persons of middle income and low income at the Property (the “Project”); and

WHEREAS, HLHDFC’s and the Partnership’s plan for the use of the Property constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, HLHDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, Section 577 of the PHFL permits housing development fund companies and local legislative bodies of a municipality to enter into a Payment in Lieu of Taxes (“PILOT” or “Tax Exemption”) Agreement; and

WHEREAS, the Common Council Members of the City of Lockport, New York, by Resolution adopted _____, 2021, approved and authorized the execution of a PILOT Agreement; and

WHEREAS, the City of Lockport Common Council has considered the land use and financial implications and other policy issues relating to the Tax Exemption,

NOW, THEREFORE, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Niagara County, the City of Lockport ("City") and the Lockport City School District or other taxing jurisdiction (collectively, the "Taxing Jurisdictions"), but exclude any sales tax that may be due and owing from commercial tenants.

2. The tax exemption will commence on the date HLHDFC acquires the Property and expire on the thirty-first (31st) anniversary of the date the Project obtains a Certificate of Occupancy. This PILOT Agreement shall not limit or restrict the HLHDFC's or the Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this PILOT Agreement. As stated above, the exemption extended pursuant to Section 577 of the PHFL and this PILOT Agreement does not include exemption from special assessments and special ad valorem levies. During the term of this PILOT Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, commencing one year after the Project obtains a Certificate of Occupancy, the Partnership shall make annual PILOT payments in the amount set forth below, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT payments shall be in the initial amount of \$80,000 per year, increasing by two percent (2%) annually. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL. PILOT payments shall be due on February 15 of the calendar year following each taxable year to which this PILOT Agreement applies. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the City of Lockport Treasurer One Locks Plaza, Lockport, New York 14094, or such other address as the City may specify in writing.

4. The tax exemption will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of middle income and low income in accordance with the income and rent limitations, and (b) any of the following occur (i) the HLHDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; (ii) the HLHDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HLHDFC, and the legal and beneficial interest in the Property is acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by

a housing development fund company organized pursuant to Article XI of the PHFL, and such successor in interest shall operate the Property in conformance with Article XI of the PHFL.

5. The failure to make any required PILOT payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including, but not limited to, enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount when due, HLHDFC and the Partnership shall be in default of this PILOT Agreement in the event of material failure to observe and perform any other covenant, condition of this PILOT Agreement on its part to be observed and performed, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HLHDFC and/or the Partnership contained in this PILOT Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this PILOT Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This PILOT Agreement shall inure to the benefit of and shall be binding upon the City, HLHDFC and the Partnership and their respective successors and assigns, including the successors in interest of HLHDFC and the Partnership. There shall be no assignment of this PILOT Agreement except with consent of the other parties, which consent shall not be unreasonably withheld, provided that the assignee or its general partner or managing member shall be a housing development fund company subject to Article XI of the PHFL, the assignee shall have assumed the obligations of this Agreement in writing reasonably satisfactory to the City, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this PILOT Agreement and all applicable laws, regulations and covenants.

8. This PILOT Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this PILOT Agreement or its application is held invalid or unenforceable to any extent, the remainder of this PILOT Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This PILOT Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This PILOT Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this PILOT Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which it is a party. Each party represents that this PILOT Agreement shall constitute the legal, valid and binding agreement of such party, enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City of Lockport, Harrison Lofts Housing Development Fund Company, Inc. and Harrison Lofts Limited Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the ___ day of _____, 202__.

CITY OF LOCKPORT, NEW YORK

DATED: _____, 20__

By: _____
Name: Michelle Roman
Title: Mayor

**HARRISON LOFTS HOUSING DEVELOPMENT
FUND COMPANY, INC.**

DATED: _____, 20__

By: _____
Name:
Title:

HARRISON LOFTS LIMITED PARTNERSHIP

By: Harrison Lofts Associates, LLC, its
managing general partner

DATED: _____, 20__

By: _____
Name:
Title:

TERMINATION AND RELEASE

Re: 116 Main Street and 120 Main Street, City of Lockport, New York (the "Property")

WHEREAS, E.A. Granchelli Developer LLC, a New York limited liability company having its place of business at 36 Pine Street 2nd Floor, Lockport, Niagara County, New York (the "LLC"), is the fee title owner of the Property described on attached **Schedule A**; and

WHEREAS, the City of Lockport, a municipal corporation organized under the laws of the state of New York having its place of business at 1 Locks Plaza, Lockport, Niagara County New York ("City") is the successor in interest to the Lockport Urban Renewal Agency under the Urban Renewal Plan for Project (N.Y. R-86) Central Business Area adopted by the Lockport Urban Renewal Agency, approved by the Common Council of the City of Lockport on February 20, 1963 and Revised dated June, 1964 and recorded September 15, 1964 at Liber 1429 of Deeds page 812 and further Revised dated November, 1971 and recorded January 18, 1974 at Liber 1553 of Deeds at page 384 (herein collectively referred to as the "Urban Renewal Plan"); and

WHEREAS, the Property is presently encumbered by the covenants, conditions and restrictions contained in the Urban Renewal Plan, and a Deed running in favor of the City, singularly and as successor in interest to the Lockport Urban Renewal Agency, recorded February 5, 1975 in Book 1566 of Deeds at Page 839 in the Niagara County Clerk's Office (the "Covenants, Conditions and Restrictions"); and

WHEREAS, the City is desirous of releasing the Property from the Covenants, Conditions and Restrictions contained in the Urban Renewal Plan, and Deed, in accordance with the Deed.

NOW THEREFORE,

1. The City hereby releases, and forever discharges the Property and prior and current owners from and with respect to any and all claims, proceedings, causes of action, orders, obligations, contracts and agreements, and liabilities whatsoever, on account of or arising out of the Covenant, Conditions and Restrictions being hereby released.

2. The City hereby terminates its right of reversion as set forth in the Deed.

3. The City acknowledges that this Termination and Release shall also constitute the Certificate of Completion and Paragraphs Second, Third and Fourth of the Deed are hereby terminated.

IN WITNESS WHEREOF, the City has executed this Release and Termination as of _____, 2023.

CITY OF LOCKPORT

By: _____

Name:

Title:

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

On the __ day of _____ in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signatures on the instrument, the individual, or the persons on behalf of which the individual acted, executed the instrument.

Notary Public
Commission expires

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Lockport, County of Niagara and State of New York, being part of Lot 12, Section 14, Township 14, Range 6 of the Holland Land Company's Survey and being part of Lots Nos. 32 and 38 and all of Lots 34 and 36 situate on the south line of Main Street according to a map of Lockport made by J. P. Haines in 1845, with additions in 1866 and filed in the Niagara County Clerk's Office on November 21, 1866 in Book 25 of Microfilmed Maps at page 2433, bounded and described as follows: Beginning at a point in the south line of Main Street (Main Street being 82.5 feet wide) distant 64.47 feet north $72^{\circ} 39' 00''$ east measured along the south line of Main Street from its intersection with the east line of Locust Street (Locust Street being 69.5 feet wide); thence north $72^{\circ} 39' 00''$ east along the south line of said Main Street a distance of 241.23 feet to a point which is 89.96 feet west of the intersection of the south line of Main Street with the west line of Elm Street; thence south $17^{\circ} 18' 20''$ east a distance of 156.22 feet to its intersection with the north line of Pearl Street (Pearl Street being 53 feet wide); thence south $72^{\circ} 27' 20''$ west along the north line of Pearl Street a distance of 173.32 feet to a point, said point being 130 feet north $72^{\circ} 27' 20''$ east measured along the north line of Pearl Street from its intersection with the east line of Locust Street; thence north $18^{\circ} 10' 20''$ west parallel with the east line of Locust Street a distance of 86.83 feet to a point; thence south $72^{\circ} 39' 00''$ west parallel with the south line of Main Street a distance of 65.43 feet to a point; thence north $18^{\circ} 15' 30''$ west a distance of 70 feet to the point or place of beginning.

Together with an easement and right of way over the following parcel of land as provided in Easement Agreement between John T. Revelas and Niagara Frontier Mail of Lockport Inc., dated April 24, 1975, and recorded May 13, 1975 in Liber 1569 of Deeds at page 793: All that tract or parcel of land, situate in the City of Lockport, County of Niagara and State of New York, being part of Lot No. 12, Section 14, Township 14, Range 6 of the Holland Land Company's Survey according to a map made by J. P. Haines in 1845, with additions in 1866 and filed in the Niagara County Clerk's Office on November 21, 1866 in Book 25 of Microfilmed Maps at page 2433, bounded and described as follows: Beginning at a point in the north line of Pearl Street (Pearl Street being 53 feet wide) distant 132 feet easterly as measured along said north line of Pearl Street from its intersection with the east line of Locust Street (Locust Street being 69.5 feet wide); thence north $18^{\circ} 10' 20''$ west a distance of 86.83 feet; thence south $72^{\circ} 39' 00''$ west a distance of 68 feet; thence south $18^{\circ} 10' 20''$ east a distance of 10 feet; thence north $72^{\circ} 39' 00''$ east a distance of 25.6 feet; thence south $18^{\circ} 10' 20''$ east a distance of 20 feet; thence north $72^{\circ} 39' 00''$ east a distance of 30.4 feet to a point 10 feet westerly of the east line of said Lot 32; thence southerly parallel with the east line of said Lot 32 to a point in the north line of Pearl Street distant 12 feet westerly from the point of beginning; thence easterly a distance of 12 feet to the point or place of beginning.



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

TIM RUSSO
Director of Finance

~ FINANCIAL OPINION MEMO ~

July 22, 2023

To: Mayor Roman and Common Council
From: Timothy Russo, Director of Finance

Regarding: Update to Unrepresented Agreement
Data Used in Determination: Proposed Agreement, New World Personnel Data
Other Parties Consulted / Referenced / Involved in Determination: N/A

The unrepresented agreement has not been fully reviewed or modified in many years. This alteration would amend the document with a number of alterations, but notably includes the following:

- A new cost of living adjustment (COLA) that takes place January 1st of each year beginning in FY 2024. It is defined as the average of the COLAs found in the CSEA and Department Head contracts.
- Incorporation of the 3% COLA retro dated to 1/1/2023 for the Corporation Counsel and Deputy Corporation Counsel positions (as approved in the FY 2023 appropriation).
- A newly included City Clerk position is added into the agreement per recent judge ruling, established at a rate equivalent to that of a department head grade 2 step 2. This would take effect when Council approves this contract.

Current and Future Costs

The below exhibit shows costs from FY 2023 to FY 2026 for current employees firstly based on the existing agreement and secondly based off of this proposal (which includes the new COLA).

		FY 2023	FY 2024	FY 2025	FY 2026
Current Costs	Wages	\$ 319,783	\$ 331,777	\$ 335,772	\$ 348,367
	FICA	\$ 24,463	\$ 25,381	\$ 25,687	\$ 26,650
	Retirement	\$ 16,806	\$ 17,647	\$ 17,647	\$ 18,529
	Total	\$ 361,053	\$ 374,804	\$ 379,105	\$ 393,546
		FY 2023	FY 2024	FY 2025	FY 2026
Proposed Costs	Wages	\$ 325,401	\$ 343,414	\$ 357,697	\$ 374,235
	FICA	\$ 24,893	\$ 26,271	\$ 27,364	\$ 28,629
	Retirement	\$ 17,029	\$ 18,180	\$ 18,898	\$ 19,812
	Total	\$ 367,324	\$ 387,866	\$ 403,959	\$ 422,676
Cost		\$ 6,271	\$ 13,061	\$ 24,854	\$ 29,130

Costs in FY 2023 amount to \$6,271, of which \$4,000 has already been budgeted in the FY 2023 appropriation (this being the 3% COLA for the City and Deputy Attorneys). The remaining is due to the increased salary of the City Clerk, which would not require a budget amendment due to vacancy savings experienced in the department earlier this year. In FY 2024, costs would increase by \$13k compared to today's costs, which is the equivalent of a 0.10% property tax rate increase. The following year, costs increase by \$25k, or \$18k greater than the last year, which is an equivalent property tax rate increase of 0.14% from FY 2024. Finally in FY 2025, costs compared to the current contract increase by \$29,130, which is a 0.08% property tax rate increase from the prior year.

The current CSEA and Department Head contracts only go until FY 2026 and as such, no FY 2027 or FY 2028 analysis is provided.

Thank you,



Tim Russo
Finance Director

Purpose

The purpose of this policy is to provide Unrepresented Department Heads, Management Employees, and Management-Confidential employees with a reference for the basic terms and conditions of employment with the City of Lockport.

The City is committed to providing the highest quality of services to the citizens of the City of Lockport. The administrative employees of the City are one of the essential elements required to fulfill this commitment. Through their leadership and professionalism, the City's philosophy and policy is manifested in the efficient and effective operation of the City Departments.

The City Council values the dedication and service of its administrative employees. The policy and the provisions contained herein establish and provide the terms and conditions of employment for Unrepresented Department Heads, Management, and Management-Confidential personnel in the employment of the City of Lockport Government. This policy statement is intended to provide those employees with a better understanding of the privileges and responsibilities of their positions and to assist in the mission of the professional delivery of services in the City of Lockport.

Guidelines

The term "Administrative employee" is used in this policy manual to refer to all employees who occupy positions that are exempt from the bargaining unit under the Taylor Law. For the purposes of this manual, we have defined the administrative employees by using four major categories, which are explained below. Policies or benefits that apply to all employees have been referred to as applying to Administrative employees or employees covered by this policy. Specific benefits or responsibilities that pertain to specific groups of employees, for example, Unrepresented Department Heads, have been noted as such.

The following guidelines apply to this policy:

1. Unrepresented Department Heads – Employees who are appointed by the Mayor, whether or not the appointment is required to be confirmed by the City Council or respective governing Board, but not represented by the Department Head Association. Unrepresented Department Heads function in the primary leadership position in the department and are directly responsible for the development of departmental policies and the implementation of legislative initiatives.

Director of Finance

Corporation Counsel

City Clerk

2. Management or Confidential – Employees who perform support functions for management positions and/or other assignments, which require them to be unrepresented by collective bargaining agreements.

City Clerk
Deputy Corporation Counsel
Confidential Secretary
Confidential Assistant

3. Elected Officials – Employees who are elected by popular vote. Due to their unique status, Elected Officials are exempt from leave and attendance requirements. They are also exempt from the probationary period.

- I. Appointments

1. Full-Time Appointments

Unrepresented Department Heads, Management employees, and Management/Confidential employees are for fixed or continuing terms.

- a. Fixed Term Appointments – Certain appointments are for a pre-established number of years as prescribed by the N.Y.S. Constitution, State Law, City Charter, General Municipal Law, and Local Law or Rule. Included in this category are appointments which are made for the “Term of the Council”, which is two years.
 - b. Continuous Term Appointment – The remainder of the appointments is continuous, and may be afforded Civil Service Status and Protection, and is renewed contingent on satisfactory performance and authorization by the City Council and/or the Mayor. This group includes administrative employees who are appointed “at the pleasure of” the Mayor, within the confines of applicable Civil Service Law. Information regarding the type of appointment is provided to candidates during the recruitment and selection process. Questions concerning the term of appointment may be directed to the Human Resources/Civil Service Office.

2. Part-time Appointments and Benefits

In certain cases, the City Council may establish part-time positions and/or temporary positions to accommodate unique situations. Employees appointed to part-time positions and who work less than the standard work week shall receive the approved salary for the position and the statutory benefits referenced herein, including Retirement (if eligible), Unemployment Insurance, Social Security, Worker’s Compensation and, in some cases, Health Insurance. There shall be no earned leave benefits unless said part-time appointment consists of a regular schedule equal to or greater than one-half (1/2) of the standard work week for the position. In this case, leave benefits shall be prorated. Corporation Counsel and Deputy Corporation Counsel titles shall not receive any leave, paid

time off, or health insurance benefits unless otherwise provided by City Council resolution.

Fringe benefits shall be limited to the above-referenced items unless otherwise approved by the City Council.

3. Probation Period

Employees in the classified service are subject to a probationary period in accordance with the City of Lockport Civil Service Rules. The classified service includes the Competitive, Non-Competitive, Exempt, and Labor classes of Civil Service. Employees who have been promoted to a position in the classified service are also subject to a probationary period.

Employees in the unclassified service or elected classification are not subject to a probationary period.

4. Promotions

Administrative positions are critical to the efficient and effective operation of City government. It is the policy of the City of Lockport to seek professionals with the qualifications and experience necessary to fulfill its goals. Emphasis will be placed on recruitment of current employees who possess the qualifications, experience, and employment history necessary for the quality operation of the department. Employees who are promoted or working out-of-title shall be placed at the minimum of the new grade unless the current hourly rate is above the minimum, in which case, they will be placed in the Step immediately above their current hourly rate. No one shall exceed the top of the range for the new grade. Out-of-title shall be defined as duties and responsibilities assigned beyond that of an employee's regular position for a period greater than five consecutive business days due to absence, exclusive of annual leave.

5. Secondary Employment

Employees covered by this policy understand and agree that their employment with the City is of basic and primary importance, and that secondary employment must not inhibit or impede the efficient and effective performance of their job duties, responsibilities, or attendance; nor shall it impair their judgment in the exercising of their official duties. Employees engaged in secondary employment will notify the Mayor's Office in writing of the details of their employment.

Certain positions covered by this manual also have a prohibition on secondary employment embodied in New York State statute or local law.

II. Compensation

1. Annual Salary

The City of Lockport maintains a competitive salary structure and benefit package for administrative employees.

- A. A six step increment system (equal to a 5% increase between two year steps) shall be implemented fitting each employee into the proper grade and step in accordance with the duties and responsibilities of an employee's position and length of service in an employee's title. All employees covered by this policy manual are placed in the graded salary schedule which has been adopted by the City Council. This graded salary schedule shall receive an annual salary review during budget deliberations. At the conclusion of this annual review, a total compensation plan, including any cost of living adjustment, shall be submitted to the City Council for approval.
- B. Employees shall move to the next step upon the completion of the 2nd, 4th, 6th, 8th, and 10th year in the title upon their respective anniversary in that position. No employee may exceed the job rate of the grade.
- C. Employees shall begin employment at the Step 1 for the grade unless the Mayor determines the need for the services or the employee's experience requires that compensation be fixed at a higher Step.
- D. Employees shall receive an annual cost of living increase in their respective salary. The cost of living increase shall be the average of the contractual wage increases negotiated for the same year for the City's Department Head Union and CSEA. The cost of living increase shall be effective on January 1st of each year.
- E. The Grade and Step schedule for employees covered by this policy is attached hereto and incorporated by reference as Exhibit A.

2. Health Insurance

A. Health Insurance:

The City of Lockport provides group health, hospitalization, major medical insurance, and prescription drug coverage through various self-insured Point of Service plans for all full time and part-time employees covered by this policy and their eligible dependents. Effective January 1, 2019, both the full and part-time employee share of this coverage shall be fifteen percent (15%),

except for those employees covered under Resolution 122105.9 and the respective agreements memorizing said resolution. The City's Health Benefits Program is fully described in the Plan Booklet. Effective January 1, 2019, employees shall only be eligible to receive benefits equivalent to the Blue Cross POS 298-Class 3 Plus \$0/\$20 co-pay plan.

Prescription Drug Coverage

The City Health Insurance Plan includes a three tier formulary plan for prescription drugs. Each employee who participates will contribute \$7.00 co-pay for generic prescriptions, \$15.00 co-pay for formulary (brand name) prescriptions and \$35.00 co-pay for non-formulary prescriptions.

Employees shall be required to fill all prescriptions with the generic brand when available. Should the employee voluntarily elect not to fill with the generic brand, the employee will be responsible for the cost between the generic and the drug selected (name brand or formulary), plus the co-pay for the name brand or formulary. In the event that the employee cannot take a generic drug due to a medical reason determined by the prescribing medical provider, the employee will not be required to pay the difference between the generic drug and the drug selected. The employee will be responsible for the formulary co-pay. Employees will be afforded the opportunity to utilize a generic multi-month maintenance medication program at one (1) co-pay per prescription. Generic maintenance medications can be filled for a three (3) month supply with one co-pay.

Employee contributions/Eligibility:

Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees shall commence upon hire.

Enrollment in the health insurance plan shall take effect as described herein or during the open enrollment period during the month of October of each year.

The Employer provides the I.R.S. Section 105 Health Reimbursement Account plan for employee contributions toward Health and other authorized and applicable health care costs. The plan is administered by a Third Party Administrator of the City's choice and conforms to I.R.S. regulations. The City will not contribute to an employee's HRA account and any balance remaining at the end of a plan year shall become property of the City and used in accordance with I.R.S. regulations.

3. Health Insurance coverage upon retirement

Except for those employees covered under Resolution 122105.9 and the respective agreements memorializing said resolution, employees shall be eligible to continue health coverage for themselves and any eligible dependents in retirement at the same employee contribution as of the date of retirement, provided they have met the following requirements:

- a. Completion of a minimum of ten (10) years continuous service with the City of Lockport during which the employee was eligible to receive Health Insurance; and
- b. Are employed by the City of Lockport at the time of retirement; and
- c. Are enrolled in the health plan at the time of retirement; and
- d. Provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System; and
- e. Be at least 55 years old.

The retiree share of this coverage shall be the same as paid as an active employee.

For All Retirees: Upon qualification for Medicare Part B, all retirees, the eligible spouse or eligible dependent must enroll and provide the Medicare Part B required information to the Payroll Office. Any employee retiring on or after January 1, 2016, shall be responsible for all Medicare Part B co-payments and/or deductibles.

The surviving spouse or eligible dependent of any employee retiree may continue to participate in the City's Health Plan upon payment of 100% of the monthly premium equivalent.

4. Retirement

The City participates in the New York State Employee's Retirement System with all rights and benefits presently provided by the Career Retirement Plan under Section 75i and 14b of the Retirement and Social Security Law. All permanent, full-time employees are enrolled in the New York State and Local Retirement System. A Retirement System booklet is provided at orientation. This booklet provides all basic information on the Retirement System benefits. Due to changing legislation and regulations, you should check with the N.Y.S. and Local Retirement System directly to obtain information regarding your benefits.

In addition, the City of Lockport offers the following Retirement Enhancements:

- * May not apply to 14b members

- a. Section 41(j) – the application of unused sick leave accruals toward additional service credit upon retirement.

5. Not Independent Contractors

Personnel covered by this contract shall not be considered independent contractors and shall receive compensation reportable through a W-2 form.

6. Worker's Compensation

Employees that suffer an injury or illness that is directly related to their employment shall be eligible for Worker's Compensation Benefits amounting to a maximum of two-thirds of an employee's salary, depending on the degree of injury. Injuries must be reported within 24 hours to the appropriate City contacts.

7. Employee Assistance Program

The City will provide an Employee Assistance Program through a qualified provider of the City's choice. Employees will be responsible for any co-payments applicable to the services provided. All records of the Employee Assistance Program are confidential between the employee and the provider. The fact that an employee utilizes such assistance shall not impact promotional opportunities or job security.

8. Defense and Indemnification

The City of Lockport shall provide for the defense and indemnification of personnel/employees covered by this policy for actions or omissions made in the ordinary course of their employment in accordance with the City's Policies and Procedures.

9. Deferred Compensation Plan (457c)

A Deferred Compensation Plan is a voluntary savings program created by Federal and State Law that enables public employees to save a portion of their gross pay before Federal and State income taxes are deducted. The amount deferred accumulates tax free until the funds plus earnings are distributed. This program is to be offered to unrepresented employees and information regarding the complete details of the Deferred Compensation Program and payroll deduction forms are available in the Payroll Office.

10. Direct Deposit

An employee shall have the right to elect direct deposit as a payroll option.

11. Travel for City Business

Employees covered by this policy will be reimbursed for necessary and reasonable expenses incurred in the performance of City business in accordance with the City's policies. Mileage will be reimbursed at the rate provided by the Internal Revenue Service.

Travel authorization and conference attendance shall be required as provided in the City's Travel policy and within budgetary appropriation.

12. Civil Service Exam Fees

Employees covered under this Policy that seek to take City of Lockport civil service examinations shall pay only the fee assessed to the City by the New York State Municipal Service Division.

13. Safety Equipment

The City will, at its cost, provide employees with the necessary safety equipment and/or uniforms to carry out their respective job duties. Requests for reimbursement, if applicable, must be submitted to the Director of Finance.

III. Attendance and Time off

1. Office Hours

With the exception of the Corporation Counsel's Office, all City Offices shall be open for the conduct of business and convenience of the public in strict accordance with the hours prescribed by the Mayor.

2. Base Work Day/Work Week

- A. Employees are responsible for performing the duties of their office. The work day is determined by the tasks to be performed. The full-time work week shall be a minimum of 35 hours per week or 40 hours per week, depending on the position. Unrepresented Department Heads and Management employees are not eligible for overtime compensation or compensatory time. Part-time employees shall work the amount of hours prescribed by the Mayor.
- B. Employees covered under this Policy are required to work the weekly schedule and hours as determined by their direct supervisor. Employees may

be entitled to receive overtime compensation subject to the approval of their Department Head and the Mayor. Employees, with the exception of Corporation Counsel, may accrue compensatory time provided they have received prior approval from their Department Head. Compensatory time may be accumulated as follows:

- For a thirty-five (35) hour regular work week, a maximum of thirty-five (35) hours may be accumulated on leave accruals at one time;
- For a forty (40) hour regular work week, a maximum of forty (40) hours may be accumulated on leave accruals at one time;

C. All employees covered by this party, except elected officials and Corporation Counsel, are required to complete time and attendance forms in accordance with City policy.

3. Holidays

Employees covered by this policy will be allowed time off with pay to observe the following holidays, provided that the employee shall have worked the work day immediately preceding such holiday and provided such employee works the work day immediately following such holiday unless the employee is using paid benefit time, other than sick time, for which prior approval has been given. Employees who are required to work on a holiday will receive equal time off in lieu of the holiday.

Specific holidays afforded to personnel/employees covered by this policy shall be the same as provided to those employees covered by the CSEA bargaining agreement.

Annual holidays are subject to change. An annual holiday calendar will be issued by the Payroll Office designating when holidays will be observed.

If an employee is absent from work due to illness on either the last regularly scheduled work day prior to the holiday or the first regularly scheduled work day following the holiday, shall not be paid for the holiday unless the absence is verified by a medical provider's statement.

4. Sick Leave

Absence from duty by an employee of the City of Lockport by reason of the employee's own sickness, disability, or medical/dental appointments or that of their immediate family, shall be allowed as provided in this section. Absence from duty for such reasons, if granted by the Mayor, shall be considered and known as "sick leave". Corporation counsel and deputy corporation counsel do not accrue sick leave time.

- A. Sick leave shall be credited at the rate of one and one-half (1 ½) days per month. Half-time employees shall earn a pro-rated amount of sick leave. Employees shall be charged sick leave time for actual hours used, in a minimum increment of fifteen (15) minutes. Sick leave credits will be earned when an employee is on full and active pay status for fifty (50%) of the working days in the calendar month. Days during which an employee is out on Worker's Compensation, in excess of 20 days, are not considered to be days on full pay status for purposes of earning sick leave.
- B. An employee who is absent on sick leave shall report his absence, and reason therefore, to the Mayor at the earliest possible time, but no later than 9:30 AM.
- C. The Mayor shall have the authority to grant sick leave. Employees that are absent under the provisions of this section shall notify the Mayor if the absence is anticipated to be of an extended nature and/or if it will interfere with departmental operations.
- D. After 3 consecutive days of illness or after 12 cumulative days of illness during a 12 month period, the employee may be required to provide documentation verifying their sick leave from a medical professional. If the Mayor suspects a pattern of sick leave abuse, the Mayor may request the employee to provide proof of illness at any other time. The City also may require the employee to be examined, at the City's expense, by a physician designated by the Mayor and/or City Council.
- E. Employees may utilize sick leave during the statutory waiting period while under Worker's Compensation.
- F. Accrual of sick leave shall be unlimited. However, the total amount of sick leave that will be considered for credit purposes will be capped at 350 days. Employees shall have sick leave accrued time applied up to the maximum credit allowed toward retirement service credit under 41J. The remainder will be bought back by the City at the rate of 40% of the employee's final average salary.

5. Sick Bank Policy

- A. Purpose and Intent. The purpose of this Article is to enable employees to donate paid leave time to other members who are confronted with a personal or family emergency.
- B. Donations. An employee may donate accrued vacation, compensatory, floating holiday, personal, or sick leave hours to the "Sick Bank" by

completing and signing a "Donation to the Sick Bank Pool" form available in the Personnel/Civil Service Office.

- C. Administration. The Personnel/Civil Service Office shall keep track of the total hours available in the pool and provide all oversight of the pool and usage.
- D. Use of Pool. In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current employee covered by this policy whose request to the Personnel/Civil Service Office is approved. All decisions by the Personnel/Civil Service Office shall be final and binding.
- E. Inter-Union Use. The employees covered by this policy may utilize sick time off from another City bargaining unit's "Sick Bank" if said request is approved. Employees covered by this policy may donate sick time off to a member of one of the City's bargaining units.

6. Family Sick Leave

Notwithstanding the benefits afforded under the Family Medical Leave Act, an employee shall be allowed to utilize accumulated sick leave for absence from work necessitated by illness of the employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, son/daughter-in-law or person who is a member of the household. The City may request written documentation from the employee to verify residency of other household members.

7. Vacation

- A. Annual Leave will be earned and credited monthly. New employees must start on or before the 15th of the month to receive annual leave credit for that month. Annual leave will be credited as follows and can be used when earned:

Years of Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
1 month through year 4	0.8333	10
Year 5 through year 9	1.25	15
Year 10 through year 14	1.4167	17
Year 15 through year 19	1.6667	20
Year 20 through year 24	1.8333	22

25 or more years	2.0833	25
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Part-time employees regularly scheduled to work greater than half of the Full Time Equivalent will receive a pro-rated value of annual leave. Employees shall not accrue vacation leave for any period during which they are off the payroll for more than half of the working days per month.

- B. Employees may carry a maximum of twenty-five (25) days of accumulated annual leave credit.
- C. Upon the termination of an employee, either by resignation or retirement, and when at least two weeks' notice is given by such employee of his/her intended termination, any unused annual leave credits are to be compensated at the employee's regular rate of pay. Employees that provided the appropriate notice will receive a lump sum payment in the form of a check mailed to them six weeks after termination/resignation date.
- D. Employees shall submit requests for approval of use of vacation time to the Mayor, in writing, of their intent to use consecutive days of vacation time off. Said request shall be made at least one (1) week in advance of the intended leave date, except in the event of special circumstances. Employees shall notify the Mayor when expecting to not report for work for the day.
- E. Vacation days may be used in increments of one-half day or full days only.

8. Personal Leave

- 1. Personal leave with pay shall be granted for religious observance or personal business.
- 2. Effective January 1st of each year, employees shall be credited with three (3) days of personal leave. Employees who work at least half time shall receive prorated personal leave. Employees hired after January 1 shall receive a prorated share of personal leave credit.
- 3. Whenever possible, a request for personal leave should be submitted to the Mayor at least forty-eight (48) hours prior to the requested date(s) off.
- 4. Unused personal leave time shall be carried over at the end of the year shall be converted to sick leave.

9. Family Medical Leave

Family Medical Leave shall be provided in accordance with the rules included in the City of Lockport Employee Handbook.

10. Leaves of Absence

- A. A leave of absence without pay of up to one year may be granted to employees covered by this policy. A written request for a leave of absence must be submitted to the Mayor at least four (4) weeks prior to the requested date of leave describing the reason for said leave and the anticipated duration of the leave.
- B. A leave of absence shall not be granted to accept other employment.
- C. No leave shall be authorized which may exceed the remaining period of a term appointment.
- D. Not less than thirty (30) days prior to the expiration of an employee's leave, the employee shall be required to submit written notification to the Mayor or Department Head of their intention to return to work.
- E. When an employee is on a leave of absence for one-half of a month or longer, sick leave, longevity and vacation will be pro-rated to reflect the leave. Employees on an unpaid leave of absence will be required to contribute the full cost of health insurance and any other paid fringe benefits for the period beyond three (3) months, except as otherwise provided by law or rule.

11. Bereavement Leave

- A. In the event of the death of an employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step-sibling), grandparent, grandchild, parent-in-law, and any other person who is a member of the household (the City may request written documentation from the employee to verify residency of other household members), the employee shall be excused from work, if the employee was scheduled to work, with pay at his/her request, for up to four (4) days. One (1) day of the four (4) may be retained for later interment (if applicable).
- B. In the event of the death of any relative not outlined in Section A of this Article, the employee shall be excused from work at his/her request for a

maximum of two (2) days to attend the funeral utilizing accrued personal leave, vacation leave, floating holiday or compensatory time.

- C. Employees covered by this agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

12. Jury Duty

Upon receipt of proof of the necessity of jury services or appearance as a witness to subpoena or other order of the court (for job related actions only), employees shall be granted leave with pay to provide time as needed for such service. Any compensation received, less expenses, for said service shall be returned to the City Treasurer within five (5) working days from the time it is received by the employee. An employee, who is dismissed for the day or from service within two (2) hours or more remaining in his/her regular scheduled work day is required to report to work.

13. Military Leave

Military Leave shall be provided pursuant to the City of Lockport Employee Handbook.

IV. Discipline and Discharge

Employees and Personnel covered by this policy shall be "at will" and may be terminated by the Mayor or his/her designee for cause. Any discipline or discharge shall be at the sole discretion of the Mayor. The employee shall have no right to seek review or appeal of the discipline or discharge.

V. Miscellaneous

The City of Lockport Employee Handbook shall apply regarding all workplace rules, guidelines and procedures not covered herein.

Exhibit A - Unrepresented Employees

1/1/2023 - 12/31/2023 Salary Schedule

	Step 1 Hire	Step 2 Complete 2	Step 3 Complete 4	Step 4 Complete 6	Step 5 Complete 8	Step 6 Complete 10
Director of Finance	\$ 91,107	\$ 95,662	\$ 100,445	\$ 105,468	\$ 110,741	\$ 116,278
City Clerk	\$ 59,037	\$ 61,989	\$ 65,089	\$ 68,343	\$ 71,760	\$ 75,348
City Attorney*	\$ 54,976	\$ 57,725	\$ 60,611	\$ 63,642	\$ 66,824	\$ 70,166
Deputy City Attorney*	\$ 30,467	\$ 31,991	\$ 33,590	\$ 35,270	\$ 37,034	\$ 38,885
Confidential Assistant	\$ 19,2300	\$ 20,1915	\$ 21,2011	\$ 22,6611	\$ 23,3742	\$ 24,5429
Confidential Secretary	\$ 23,5637	\$ 24,7419	\$ 25,9790	\$ 27,2780	\$ 28,6419	\$ 30,0740

*City Attorney and Deputy City Attorney incorporates a budgeted 3% cost of living adjustment retro to 1/1/2023.

1/1/2024 - 12/31/2024 Salary Schedule*

	Step 1 Hire	Step 2 Complete 2	Step 3 Complete 4	Step 4 Complete 6	Step 5 Complete 8	Step 6 Complete 10
Director of Finance	\$ 92,701	\$ 97,336	\$ 102,203	\$ 107,314	\$ 112,679	\$ 118,313
City Clerk	\$ 60,070	\$ 63,074	\$ 66,228	\$ 69,539	\$ 73,016	\$ 76,667
City Attorney	\$ 55,938	\$ 58,736	\$ 61,672	\$ 64,755	\$ 67,994	\$ 71,394
Deputy City Attorney	\$ 31,001	\$ 32,551	\$ 34,178	\$ 35,888	\$ 37,682	\$ 39,565
Confidential Assistant	\$ 19,5665	\$ 20,5449	\$ 21,5721	\$ 23,0577	\$ 23,7832	\$ 24,9724
Confidential Secretary	\$ 23,9761	\$ 25,1749	\$ 26,4336	\$ 27,7554	\$ 29,1431	\$ 30,6003

1/1/2025 - 12/31/2025 Salary Schedule*

	Step 1 Hire	Step 2 Complete 2	Step 3 Complete 4	Step 4 Complete 6	Step 5 Complete 8	Step 6 Complete 10
Director of Finance	\$ 94,555	\$ 99,283	\$ 104,247	\$ 109,460	\$ 114,933	\$ 120,679
City Clerk	\$ 61,272	\$ 64,335	\$ 67,553	\$ 70,930	\$ 74,476	\$ 78,200
City Attorney	\$ 57,057	\$ 59,910	\$ 62,906	\$ 66,050	\$ 69,354	\$ 72,821
Deputy City Attorney	\$ 31,621	\$ 33,202	\$ 34,862	\$ 36,605	\$ 38,435	\$ 40,356
Confidential Assistant	\$ 19,9579	\$ 20,9557	\$ 22,0036	\$ 23,5188	\$ 24,2589	\$ 25,4718
Confidential Secretary	\$ 24,4556	\$ 25,6784	\$ 26,9623	\$ 28,3105	\$ 29,7260	\$ 31,2123

1/1/2026 - 12/31/2026 Salary Schedule*

	Step 1 Hire	Step 2 Complete 2	Step 3 Complete 4	Step 4 Complete 6	Step 5 Complete 8	Step 6 Complete 10
Director of Finance	\$ 96,210	\$ 101,020	\$ 106,071	\$ 111,376	\$ 116,944	\$ 122,791
City Clerk	\$ 62,344	\$ 65,461	\$ 68,735	\$ 72,171	\$ 75,779	\$ 79,568
City Attorney	\$ 58,056	\$ 60,959	\$ 64,006	\$ 67,206	\$ 70,567	\$ 74,096
Deputy City Attorney	\$ 32,174	\$ 33,783	\$ 35,472	\$ 37,246	\$ 39,108	\$ 41,063
Confidential Assistant	\$ 20,3071	\$ 21,3225	\$ 22,3886	\$ 23,9304	\$ 24,6834	\$ 25,9176
Confidential Secretary	\$ 24,8836	\$ 26,1278	\$ 27,4341	\$ 28,8059	\$ 30,2462	\$ 31,7585

* Annual salary schedules estimated based on cost of living adjustments in the existing CSEA and Department contracts (which produce an average of 1.75% in FY 2024, 2.00% in FY 2025, and 1.75% in FY 2026). Subject to change per section II.D of this policy.

City of Lockport - Resolution Request Form

Agenda Description: **Audit Acceptance**

Presented By: **Finance Director**

Date Submitted: **8/15/2023**

Topic Area (Select Most Applicable Option):

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

✓

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

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

Summary of Resolution:

The City RFP'd for audit services and obtained one quote for said services, from Lumsdem McCormick. The Audit Committee has reviewed said bid and recommended to proceed with the bid based on the group's governmental expertise.

Explanation of Attachments:

(1) 8/16/2023 audit committee minutes

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

Clerk/Legal/Finance Approval:

Notes:

Name: **Tim Russo**

Date of Approval: **8/1/2023**

**CITY OF LOCKPORT
AUDIT COMMITTEE
REGULAR MEETING – OFFICIAL RECORD**

Site: M24

Wednesday, August 16, 2023 at 4:30 pm

Present: Treasurer S. Mawhiney, Director of Finance T. Russo, Member Matt Sova (Member Mary Ann Bucolo and Member Cassy Schurr provided virtual responses read during meeting)

Meeting called to order at 4:30

Agenda:

- **Review audit bid response from Lumsden McCormick
 - **Discussed governmental expertise of the group and other governmental clients they have serviced**
 - **Discussed change in rates and reasonability associated to them**
 - **Discussed context of the need to RFP for audit services in the City****
- **Review email responses from two members not able to make physical meeting (both concurred bid was acceptable)**
- **Concur that said bid is recommended to be pursued, reviewed attached letter saying as such**
- **Meeting adjourned at 4:55 pm**

The next meeting of the Audit Committee will be scheduled in coming months (meets quarterly).

**Respectfully,
Tim Russo-Director of Finance**



CITY OF LOCKPORT
AUDIT COMMITTEE
One Locks Plaza
Lockport, New York 14094

August 16, 2023

To: Mayor and Common Council
From: Mary Ann Bucolo, Matt Sova, Cassy Schurr (Audit Committee Members)

Re: RFP for Auditing Services

The City of Lockport published a request for proposal (RFP) for auditing services on July 14, 2023 with one bid being received prior to the deadline on August 11, 2023.

Said bid, from Lumsden McCormick , has been reviewed by the Audit Committee members virtually and in-person on 8/16/2023, and members have unanimously recommended to pursue said vendor's bid.

Thank you,

Audit Committee Members

City of Lockport - Resolution Request Form

Agenda Description: **FY 2023 Budget Cleanup**

Presented By: **Finance Director**

Date Submitted: **8/15/2023**

Topic Area (Select Most Applicable Option):

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

✓

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

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

Summary of Resolution:

A number of line items throughout the 2023 general fund have tilted towards becoming deficient either soon or in coming months prior to year-end. This budget amendment request alleviates these deficiencies by amending other available line items in the general fund. It should be noted that projections for the fund contain a positive variance at year end regardless, and that this budget clean-up is intended to mitigate short term issues with said lines.

Explanation of Attachments:

(1) budget explanation printout.

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

Clerk/Legal/Finance Approval:

Notes:

Name: **Tim Russo**

Date of Approval: **8/15/2023**

Department	Line Item	Increase	Decrease	Notes
General Revenue	A.0000.32401 Interest and Earnings	\$ 600,000		Due to significant increase in average monthly yield with NYCLASS.
Assessor	A.1355.33089 Other Governmental State Aid	\$ 26,000		Due to previous year 100% assessment, funding from NYS.
Fire	A.3410.31640 Ambulance Charges		\$ 200,000	Due to delay with start-up billing.
Code and Safety Inspection	A.3620.32555 Building Permits	\$ 15,000		Due to higher experienced revenue.
City Attorney	A.1420.51040 Part Time Wages	\$ 15,000		Due to change with County shared coverage of legal services.
City Garage	A.1640.54300 Vehicle Maintenance and Repair	\$ 20,000		Due to increased use of in-house repairs.
Fire	A.3410.51100 Overtime	\$ 400,000		Due to increased costs associated to training and staffing coverage, ambulance, and out of town transports.
Playgrounds and Recreation	A.7140.51060 Temporary Seasonal	\$ 10,000		Due to increase costs with seasonal work.
Community Pool	A.7180.51060 Temporary Seasonal	\$ 6,000		Due to increase costs with seasonal work.
Community Beautification	A.8510.54515 Special Supplies		\$ 10,000	Due to lower than anticipated costs.
Parks	A.7110.51010 Full Time Wages		\$ 23,440	Due to movement of HEO position 1042 from 7110 to 1620 to better fit needs of public works division.
Parks	A.7110.58010 FICA		\$ 1,793	
Parks	A.7110.58020 Workers Compensation		\$ 1,792	
Parks	A.7110.58050 Retirement		\$ 2,578	
Parks	A.7110.58040 Medical Insurance		\$ 11,641	
Building Maintenance	A.1620.51010 Full Time Wages	\$ 23,440		
Building Maintenance	A.1620.58010 FICA	\$ 1,793		
Building Maintenance	A.1620.58020 Workers Compensation	\$ 1,792		
Building Maintenance	A.1620.58050 Retirement	\$ 2,578		
Building Maintenance	A.1620.58040 Medical Insurance	\$ 11,641		

July 25, 2023



Steven Pump
City of Lockport
One Locks Plaza
Lockport, NY 14094

Re: City of Lockport
Lockport Raw Water Pump Station
Generator Purchase Specification
File No. 21J1-0119

Dear Mr. Pump:

On July 21, 2023, one (1) bid was received, opened and publicly read aloud for the referenced project. Nussbaumer & Clarke, Inc. (Nussbaumer) has reviewed the price and corresponding total.

Frey Electric Construction Co. (Frey), 100 Pearce Avenue, Tonawanda, NY 14150 (716-874-1171) was the only bidder in the total bid amount of \$188,000.00.

Nussbaumer, having reviewed the bid, herein recommends the contract be awarded to Frey in the amount of \$188,000.00. We have worked successfully with Frey on similar projects in the past, and we have been satisfied with their capabilities.

Enclosed for the Village's use and information is one (1) copy of Frey's bids documents. Nussbaumer shall keep the original submitted documents, pending the contract award, at which time Nussbaumer will use the original documents to prepare the contract books.

Should you have any questions, please do not hesitate to contact us at your convenience.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Christopher Freese
Construction Services Manager

Enclosures

c: File – 02 and 16

Bid Form for General Contract

Lockport, New York

To The Mayor and Common Council
City of Lockport, New York

I, Frey Electric Construction Co., Inc.

We, the undersigned, hereby propose to enter into a contract for the Lockport Raw Water Pump Station Generator Purchase Specification and to furnish all the materials, labor, and equipment, and to perform all the work necessary to fully complete said work in accordance with the Plans and Specifications, for the sum of

One Hundred Eighty Eight Thousand DOLLARS Zero CENTS

TOTAL (BASE BID SEE PAGE 3 ITEMS 1-3) \$ 188,000.00

NAME OF FIRM: Frey Electric Construction Co., Inc.

ADDRESS: 100 Pearce Avenue

Tonawanda NY 14150

BY: [Signature] TITLE: Vice President

DATE: 7/24/2023 TELEPHONE NO.: 716-874-1710

Bidder acknowledges receipt of:

Addendum No. NONE Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The Bidder further agrees to accept the following Unit Prices for additions or deductions in accordance with the terms of the contract, plans and specifications.

Bid Form for General Contract

GENERAL BID - Bidder will complete the work in accordance with the Contract Documents for the following prices:

BASE BID - GENERAL CONTRACT (LUMP SUM PRICES)

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE (IN WORDS)	UNIT PRICE
BASE BID 1	LUMP SUM FOR PROVIDING A 400kW, 480Y/277V, DIESEL STAND-BY GENERATOR WITH WEATHER PROTECTED ENCLOSURE, SUB-BASE FUEL TANK AND ALL ASSOCIATED APPURTENANCES – PURCHASE AND DELIVERY TO SITE	LS	One Hundred Eight - Sixty Three Thousand	\$ 163,000.00
BASE BID 2	LUMP SUM FOR PROVIDING A 1,600A, 480Y/277V, 3 PHASE, WIRE, AUTOMATIC TRANSFER SWITCH – PURCHASE AND DELIVERY TO SITE	LS	Twenty One Thousand Five Hundred	\$ 21,500.00
BASE BID 3	LUMP SUM FOR START-UP AND TRAINING AFTER INSTALLATION	LS	Three Thousand Five Hundred	\$ 3,500.00
TOTAL	ITEMS 1 - 3		One Hundred Eighty Eight Thousand	\$ 188,000.00

TOTAL BID - GENERAL CONTRACT (LUMP SUM PRICES)

TOTAL	BASE BID ITEMS	One Hundred Eighty Eight Thousand Dollars	\$ 188,000.00
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All applicable Federal and State of New York taxes are excluded from the Lump Sum and Stipulated Prices.

Bid Form for General Contract

- Note:
1. Amounts are to be shown in both words and figures. In the event of a discrepancy, the amount shown in words shall govern.
 2. Totals for each item are shown for convenience in comparing bids only. In the event of a discrepancy, the unit price(s) shown shall govern.
 3. BIDDERS MUST BID ON ALL ITEMS.
 4. The Owner reserves the right to reject any and all bids or reduce the scope of work according to the budgeted funds available at the time of the bid opening.
 5. The Owner reserves the right to compare bids on the basis of available funding.
 6. The Owner reserves the right to negotiate time schedules for construction based on the work qualifications of the successful bidder.
 7. The award of the Contract shall be made to the lowest Bidder who, in the opinion of the City, is qualified to perform the work required and is responsible and reliable. The lowest bid shall be determined by the City on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the bid, therefore, at the lump sum and/or unit price, if any, contained in the bid. When alternate bid items are required in the bid, the City reserves the right to select any alternate or combination of alternates and the contract will be awarded to that responsible Bidder whose bid for the alternate or combination of alternates, selected by the City is the lowest.

Frey Electric Construction Co., Inc.

COMPANY

SIGNATURE Salvatore Sciandra

DATE

Vice President

TITLE

7/21/2023

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor; c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

By:



Resolved that Salvatore Sciandra / Vice President be authorized to sign and submit the bid or proposal of this corporation for the following project: Lockport Raw Water Pump Station - Generator and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-D (103-D) of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Frey Electric Construction Co., Inc. Corporation at a meeting of its Board of Directors held on the 21st day of July, 2023.



Jeff Avolio-Farr Secretary
CFO

(SEAL)

End of Non-Collusive Bidding Certification

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CNA SURETY

Bid Bond

Executed in Duplicate

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

FREY ELECTRIC CONSTRUCTION CO., INC.
100 Pearce Avenue
Tonawanda, New York 14150

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF LOCKPORT
One Locks Plaza
Lockport, New York 14094

BOND AMOUNT: Ten Percent of the Amount of Attached Bid----- (10% Amt Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Lockport Raw Water Pump Station Generator Purchase Specifications

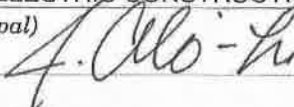
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2023.


(Witness)

FREY ELECTRIC CONSTRUCTION CO., INC.
(Principal)  *(Seal)*

(Title) **Jeff Avolio-Farr**
CFO

Western Surety Company
(Surety)  *(Seal)*

(Title) **April A. Adams, Attorney-in-Fact**

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bruce W Rogers, Candace J Casey-Wnek, Bradley E Byer, Michael W Karl, Lawrence DiGiulio, Suzanne Coonradt, Andrew J Tokasz, Michael Robert Bonetto, Todd McMahon, Timothy J Geiger, Cynthia A Scharf, April A Adams, Lauren Bordonaro, Steven Blumhagen, Individually

of Buffalo, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of August, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

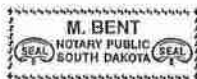
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of August, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of July, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	\$	1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
Total Assets		\$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses	\$	191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities		\$ 589,010,150

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		286,896,195
Unassigned funds		1,225,687,276
Surplus as regards policyholders		\$ 1,516,583,471
Total Liabilities and Capital		\$ 2,105,593,621

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez
Notary Public