

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

December 13, 2023
6:30 P.M.

Mayor Michelle M. Roman called the meeting to order.

ROLL CALL

The following Common Council members answered the roll call:
Aldermen Beakman, Devine, Fogle, Swanson-Gellerson, Kantor, and Lupo.

INVOCATION

MAYOR'S UPDATE

RECESS

Recess for public input.

121323.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of November 15th, 2023 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

PUBLIC HEARING

The Mayor announced a public hearing on the Comprehensive Plan and Zoning Code update.

The Mayor asked the City Clerk if any petitions or communications relative to the Comprehensive Plan and Zoning Code update.

12/5/2023 Jeff Tracy, from the Lockport Planning Board, stating the Board recommends the adoption of the Comprehensive Plan with noted amendments.

Recess for public input.

The Mayor closed the public hearing.

FROM THE MAYOR

Appointments:

11/17/2023 Flora Hawkins, 199 West Avenue, Lockport, NY has been appointed to the Police Board. Said term expires December 31, 2027.

11/17/2023 Laurie George, 38 Hi Point Drive, Lockport, NY has been appointed to the Youth Board. Said term expires December 31, 2026.

11/17/2023 Roxanne Devine, 114 Maple Street, Lockport, NY has resigned from the Zoning Board of Appeals effective 11/30/2023. Said term expires November 15th, 2025.

11/27/2023 Victoria Pearson, 496 Davison Road, Lockport, NY, has been appointed to the Human Relations Committee. Said term expires July 15, 2024.

11/27/2023 Henry John Leible, 4321 Purdy Road, Lockport, NY has been appointed to Public Works Supervisor for the City of Lockport Public Works Department effective 11/24/2023. Said appointment is provisional and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

11/28/2023 Daniel A. Mullane, 93 Lindhurst Drive, Lockport, NY, has been appointed to the City of Lockport Planning Board. Said term expires October 14, 2026.

11/28/2023 Ashley Pietrzykowski, 323 East Avenue, Lockport, NY, has been appointed to the City of Lockport Planning Board. Said term expires October 14, 2026.

11/28/2023 Anita Mullane, 93 Lindhurst Drive, Lockport, NY, has resigned from the Police Board effective November 27, 2023. Said term was set to expire December, 31 2026.

11/28/2023 Christina Quagliano has been appointed to the City of Lockport Police Board to fill the unexpired term of Anita Mullane effective November 28, 2023. Said term expires December 31, 2026.

11/28/2023 Kevin J. McDonough, 70 Lakeview Parkway, Lockport, NY, has been appointed to the City of Lockport Zoning Board of Appeals to fill the unexpired term of Roxanne Devine effective November 30, 2023. Said term expires on November 15, 2025.

11/28/2023 Andrew Rosenberg, 268 Genesee Street, Lockport, NY has been reappointed to the Zoning Board of Appeals effective November 16, 2023. Said term expires November 15, 2026.

11/29/2023 Sheila M. Tracy, 19 Grosvenor Street, Lockport, NY has been appointed to the Zoning Board of Appeals effective November 16, 2023. Said term expires November 15, 2026.

11/29/2023 Debra Allport's term on the Planning Board has been corrected to expire on October 14, 2024.

12/6/2023 Robert E. Bates, 147 Outwater Drive, Lockport, NY has been reappointed as Fire Commissioner on the Fire Board effective January 1, 2024. Said term expires December 31, 2027.

12/11/2023 Mayor Michelle M. Roman- letter of notification for the appointments to the Commissioner of Deeds. Said term expires 12/31/2025.

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.

12/1/2024 Sarah K. Lanzo, City Clerk – notification that the Lockport Municipal Offices will be closed on Monday and Tuesday, December 25th and 26th for the Winter Holidays.

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

11/17/2023 Roxanne Devine, 114 Maple Street, Lockport submitted her resignation from the Zoning Board of Appeals, effective November 30th 2023.

11/22/2023 Lockport Cares, 188 and 192 Genesee Street, Lockport, letter requesting permission to hold annual “Coldest Night of the Year” event on February 24, 2024.

Notice of Complaint:

11/16/2023 Brian Frazer from 97 Continental Drive, Lockport – Driveway damage

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

Notice of Claim:

11/13/2023 Daniel Warmus vs. City of Lockport, Lockport Police Department, Lockport Lieutenant Steven Tarnowski, Lockport Police Officer John Does, City of Lockport employee Carol Edwards, City of Lockport employee Sarah Lanzo, City of Lockport employee Jennifer Wochna and City of Lockport employee Emily Stoddard.

11/30/2023 Brianna R. Brundidge vs. City of Lockport

11/30/2023 Casey I. Dahlstrom vs. City of Lockport

Referred to the Corporation Counsel.

MOTIONS & RESOLUTIONS

121323.2

By Alderman:_____

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

Whereas, the City wishes to purchase ten metal trash bins for the parks; now, therefore, be it

Resolved, that the City of Lockport Common Council hereby approves of the Mayor to enter into a purchasing agreement with Integrity Machining and Fabrication for \$12,073.50 and utilize funds in the H206 capital project.

Seconded by Alderman _____ and adopted. Ayes _____.

121323.3

By Alderman Lupo:

Whereas, the City of Lockport has appropriated \$75,000 in A.1900.54055 in the FY 2024 appropriation for a public works audit; and

Whereas, the City has published a request for proposals and has obtained three bids, from Matrix Consulting Group, Baker Tilly, and Raftelis; and

Whereas, a committee has reviewed said bids and has recommended to proceed with the most diligent and responsible bidder: Matrix Consulting Group for an estimated total of \$75,000 (including additional on-site days); and

Now, therefore be it resolved, that the City of Lockport Common Council hereby approves of the Mayor to enter into a contract, with Matrix Consulting Group, contingent on corporation counsel approval.

Seconded by Alderman _____ and adopted. Ayes _____.

121323.4

By Alderman Beakman:

Whereas, the Fire Chief of the City of Lockport is a position that is not represented by a collective bargaining unit; and

Whereas, the City of Lockport and the Fire Chief desire to enter into an amended written Employment Agreement thereby describing the salary, benefits and terms of employment for the Fire Chief; now, therefore, be it

Resolved, that the City of Lockport hereby authorizes the Mayor to execute the attached Employment Agreement with Fire Chief Luca Quagliano;

Seconded by Alderman _____ and adopted. Ayes _____.

121323.5

By Alderman Devine:

Whereas, the Police Chief of the City of Lockport is a position that is not represented by a collective bargaining unit; and

Whereas, the City of Lockport and the Police Chief desire to enter into an amended written Employment Agreement thereby describing the salary, benefits and terms of employment for the Police Chief; now, therefore, be it

Resolved, that the City of Lockport hereby authorizes the Mayor to execute the attached Employment Agreement with Police Chief Steven Abbott;

Seconded by Alderman _____ and adopted. Ayes _____.

121323.6

By Alderman:_____

Whereas, the City of Lockport’s Water Filtration Chief Operator has requested plant improvements to the turbidity system and heating system; and

Whereas, the department has compiled a quote for turbidity improvements from Hach for a total of \$59,714.87 under NY State Contract #PC67243; and

Whereas, the department has compiled a quote for heating system improvements from Grainger for a total of \$8,791.16 under NY State Contract #PC69879; and

Resolved, that the City of Lockport Common Council hereby approves of the City to enter into agreement with Hach and Grainger, utilizing funds in the H204 capital project (FX Infrastructure Improvements) and that the FY 2023 Water Fund Budget is amended as follows:

Expenditures

Decrease

FX.1900.54775	Contingency	\$21,822
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Increase

FX.9901.59000.H	Interfund to Capital	\$21,822
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Seconded by Alderman _____ and adopted. Ayes _____.

121323.7

By Alderman:_____

Whereas, the City of Lockport has appropriated \$113,423 in A.5110.52030 in the FY 2024 appropriation for a trimmer attachment; and

Whereas, the Director of Streets, Parks, and Distribution has collected a bid from Stephenson Equipment, Inc. for a total of \$113,423 under NYS OGS bid PC69840 with a lead time of 35 to 37 weeks; and

Now, therefore, be it resolved, that the City of Lockport Common Council hereby approves the City to enter into a purchasing agreement with Stephenson Equipment, Inc.

Seconded by Alderman _____ and adopted. Ayes _____.

121323.8

By Alderman:_____

Whereas, the New York State Community Development Block Grant Program provides funding to communities under the Economic Development Program to undertake activities that focus on economic development needs such as creating or expanding job opportunities, and

Whereas, Big Ditch Brewing Company LLC (hereinafter the “Company”) is proposing to construct leasehold improvements and acquire furnishings, fixtures and equipment in connection with the establishment of a restaurant/taproom, event space, and small-batch brewery in the former Post Office Building at 1 East Avenue in the City (the “Project”); and

Whereas, the Project will have an estimated cost of \$1,875,000 and will create an estimated 52 new full-time equivalent employment opportunities within the City of Lockport; and

Whereas, the City of Lockport (the "City") has submitted an application to the New York State Office of Community Renewal ("OCR") for \$750,000 in grant funding to assist the Project; and

Whereas, the City desires to partner with The Greater Lockport Development Corporation ("GLDC") which would act as a subgrantee for the grant funding, which would be used by GLDC to make a term loan and deferred loan to the Company to fund a portion of the Project costs.

Now, therefore, be it resolved, that the Mayor is hereby designated as the Environmental Certifying Officer for the purposes of complying with the applicable federal environmental review requirements for the OCR grant, and be it further

Resolved, that the Mayor is hereby authorized to execute the OCR grant agreement and all related documents associated with the OCR grant, including agreements with GLDC relating to the use and administration of the grant funds, subject to review and approval by the City Attorney.

Seconded by Alderman _____ and adopted. Ayes _____.

121323.9

By Alderman Beakman:

Resolved, that the Corporation Counsel is hereby authorized and directed to prepare a Local Law relative to amending Section C-45 of the City Charter regarding Residency Law, and be it further

Resolved, that a public hearing be held at the Common Council meeting of Wednesday, December 20, 2023 starting at 6:30 P.M. in the Common Council Chambers, Lockport Municipal Building, One Locks Plaza, Lockport, NY relative to said Local Law, and be it further

Resolved, that the City Clerk is hereby authorized and directed to advertise notice of said public hearing.

Seconded by Alderman _____ and adopted. Ayes _____.

121323.10

By Alderman Swanson-Gellerson - Being Prepared

121323.11

By Alderman Lupo:

Whereas, the Locks Historic District Commission (LHDC) successfully applied for a grant from the State Office of Parks, Recreation and Historic Recreation to fund the design and construction of wayfinding signs throughout the city; and

Whereas, the wayfinding signs have now been installed at numerous locations along the city rights of way to assist visitors to locate various landmarks and attractions and the LHDC wishes to convey by gift all the signs so constructed and installed; now be it

Resolved, that the Common Council, on behalf of the City of Lockport, accepts the wayfinding signs and assumes all future responsibility to maintain the signs in the future.

Seconded by Alderman _____ and adopted. Ayes _____.

121323.12

By Alderman Swanson-Gellerson:

Whereas, the pursuant to the City of Lockport Charter, Section C-32, the Mayor shall annually appoint 20 Commissioners of Deeds who shall hold their offices for two years; and

Whereas, the New York State Executive Law § 139, enacted after the City of Lockport Charter, has a requirement that is inconsistent with the City Charter, that the Commissioner of Deeds are approved by the Common Council; and

Whereas, the New York State Attorney General an opinion regarding the conflicting language between Executive Law § 139 and a City Charter in 1966 NY Ops Atty Gen April 18 stating that “An irreconcilable conflict between the above statutes relating to the appointment and terms of office of commissioners of deeds must be resolved in favor of the special city charter; however, all other non-conflicting provisions of § 139 remain in full force and effect”; and

Whereas, the Mayor continues to have the unilateral ability to appoint the Commissioner of Deeds pursuant to the City Charter; and

Whereas, the Mayor has appointed twenty (20) Commissioner of Deeds attached hereto, pursuant to the Charter, for 2024-2025; and

Now therefore be it resolved, that the Common Council agrees that the Mayor has said powers of appointment pursuant to the Charter and it ratifies said appointments insofar as they have any ability to approve of the same.

Seconded by Alderman _____ and adopted. Ayes _____.

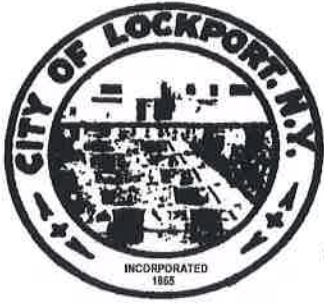
121323.13

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, December 20th, 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

SARAH K. LANZO
City Clerk



LOCKPORT MUNICIPAL BUILDING

Office of the

One Locks Plaza
Lockport, New York 14094

Phone (716) 439-6665

Fax (716) 439-6668

Michelle M. Roman
MAYOR

Mayor

November 17, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Flora Hawkins, 199 West Avenue, Lockport, NY 14094 to the Police Board.

Said term expires December 31, 2027.

Witness my hand and the seal of the City of Lockport, New York this 17th day of November, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: F. Hawkins



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Michelle M. Roman
MAYOR

Mayor

November 17, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Laurie George, 38 Hi Point Drive, Lockport, New York, 14094 to the Youth Board

Said term expires on December 31, 2026.

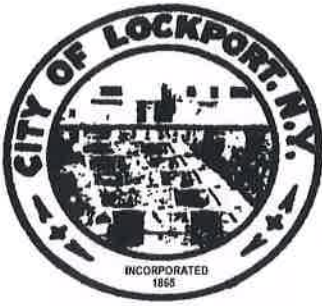
Witness my hand and the seal of the City of Lockport, New York this 17th day of November 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: L. George



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Michelle M. Roman
MAYOR

Mayor

November 17, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby accept resignation from Roxanne Devine 114 Maple Street, Lockport, NY 14094 from the Zoning Board of Appeals effective November 30, 2023.

Said term expires November 15, 2025.

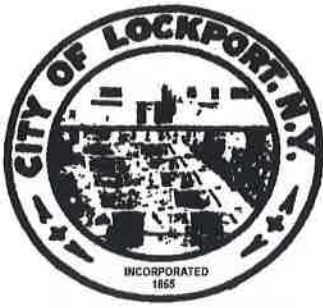
Witness my hand and the seal of the City of Lockport, New York this 17th day of November 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: R. Devine
J. Dool



Office of the

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Michelle M. Roman
MAYOR

Mayor

November 27, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Victoria Pearson, 496 Davison Road, Lockport, New York, 14094 to the Human Relations Commission.

Said term expires on July 15, 2024.

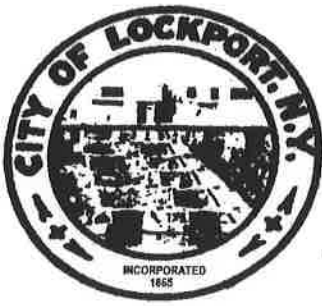
Witness my hand and the seal of the City of Lockport, New York this 27th day of November, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: V. Pearson



Office of the Mayor

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Michelle M. Roman
MAYOR

November 27, 2023

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Henry John Leible, 4321 Purdy Road, Lockport NY 14094 to Public Works Supervisor for the City of Lockport Public Works Department effective November 24, 2023.

Said appointment is Provisional and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 27th day of November, 2023.

Michelle M. Roman
Mayor

MMR/mal

cc: H. Leible
C. Dimmick
Civil Service



Office of the

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Lockport, New York 14094
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Michelle M. Roman
MAYOR

Mayor

November 28, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Daniel A. Mullane, 93 Lindhurst Drive, Lockport, New York, 14094 to the Planning Board.

Said term expires on October 14, 2026

Witness my hand and the seal of the City of Lockport, New York this 28th day of November, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: D. Mullane



Office of the

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Michelle M. Roman
MAYOR

Mayor

November 28, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Ashley E. Pietrzykowski, 323 East Avenue, Lockport, New York, 14094 to the Planning Board.

Said term expires on October 14, 2026

Witness my hand and the seal of the City of Lockport, New York this 28th day of November, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: A. Pietrzykowski



Office of the

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Michelle M. Roman
MAYOR

Mayor

November 28, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby accept resignation from Anita Mullane 93 Lindhurst Drive, Lockport, NY 14094 from the Police Board effective November 27, 2023.

Said term expires December 31, 2026.

Witness my hand and the seal of the City of Lockport, New York this 28th day of November 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: A. Mullane
S. Abbott

From: amullane58@gmail.com
Sent: Monday, November 27, 2023 6:48 PM
To: mroman@lockportny.gov
Subject: [EXTERNAL] Police Board Resignation

November 27, 2023

Dear Mayor Roman,

Due to my recent election as Alderwoman of the 2nd Ward, please accept my resignation from the City of Lockport Police Board, effective immediately. I would like to thank you for giving me the opportunity to serve our community. I enjoyed my time as a Commissioner and working with Police Chief Abbott and the rest of the Board.

Warmest Regards,
Anita Mullane



Office of the

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Michelle M. Roman
MAYOR

Mayor

November 28, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Christina J. Quagliano, 700 Niagara Street Lockport, NY 14094 to the City of Lockport Police Board to fill the unexpired term of Anita Mullane effective November 28, 2023.

Said term expires on December 31, 2026.

Witness my hand and the seal of the City of Lockport, New York this 28th day of November 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: C. Quagliano
S. Abbott



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Michelle M. Roman
MAYOR

Mayor

November 29, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Kevin J. McDonough, 70 Lakeview Parkway, Lockport, NY 14094 to the City of Lockport Zoning Board of Appeals to fill the unexpired term of Roxanne Devine effective November 30, 2023.

Said term expires on November 15, 2025

Witness my hand and the seal of the City of Lockport, New York this 29th day of November 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: K. McDonough
J. Dool
K. Foltz



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Michelle M. Roman
MAYOR

Mayor

November 29, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Andrew Rosenberg, 268 Genesee Street Lockport, NY 14094 to the Zoning Board of Appeals effective November 16, 2023.

Said term expires November 15, 2026

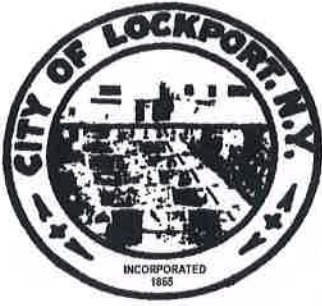
Witness my hand and the seal of the City of Lockport, New York this 29th day of November, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: A. Rosenberg
J. Dool
K. Foltz



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Michelle M. Roman
MAYOR

Mayor

November 29, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Sheila M. Tracy, 19 Grosvenor Street Lockport, NY 14094 to the Zoning Board of Appeals effective November 16, 2023.

Said term expires November 15, 2026

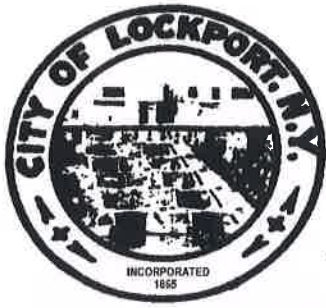
Witness my hand and the seal of the City of Lockport, New York this 29th day of November, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: S. Tracy
J. Dool
K. Foltz



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Office of the Mayor

MICHELLE M. ROMAN
MAYOR

November 29, 2023

To: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby correct Debra Allport's term to the Planning Board to October 14, 2024.

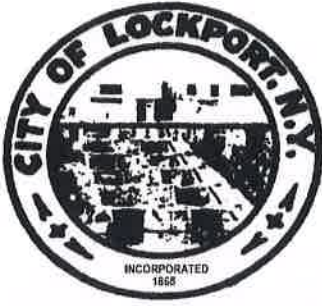
Witness my hand and the seal of the City of Lockport, New York this 29th day of November 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: D. Allport
J. Dool
J. Tracy



Office of the

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Michelle M. Roman
MAYOR

Mayor

December 6, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Robert E. Bates, 147 Outwater Drive, Lockport, NY 14094 as Fire Commissioner on the Fire Board effective January 1, 2024.

Said term expires December 31, 2027.

Witness my hand and the seal of the City of Lockport, New York this 6th day of December, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: R. Bates
P. Beakman



Office of the

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Michelle M. Roman
MAYOR

Mayor

December 11, 2023

To: The Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby make the following appointments to the Commissioners of Deeds:

1. Annie Coburn-Kane, 99 Lake Street, Wilson, NY 14172
2. James P. Majka, 4213 Washington Street, Niagara Falls, NY 14305
3. James Sacco, 6944 Creekview Drive, Lockport, NY 14094
4. Nicole Cafarella, 826 James Avenue, Niagara Falls, NY 14305
5. Christopher Robins, 534 College Avenue, Niagara Falls, NY 14305
6. Jason J. Cafarella, 826 James Avenue, Niagara Falls, NY 14305
7. Michael E. Benedict, 38 Woodbury Drive, Lockport, NY 14094
8. Andrew G. Rosenberg, 242 Genesee Street, Lockport, NY 14094
9. Susan Dunford, 6762 Bear Ridge Road, Lockport, NY 14094
10. Lisa Swanson Gellerson, 86 Roby Street, Lockport, NY 14094
11. Michelle M. Roman, 30 Cherry Street, Lockport, NY 14094
12. Thomas Lupo, 17 Bobolink Lane, Lockport, NY 14094
13. James Dean, 435 79th Street, Niagara Falls, NY 14304
14. Debra Allport, 161 Lincoln Ave., Lockport, NY 14094
15. Molly A. Lawson, 24 Grosvenor Street, Lockport, NY 14094
16. Victoria Pearson-Breau, 496 Davison Road, Lockport, NY 14094
17. Stasia Lynn Donohue, 3895 Ewings Road, Lockport, NY 14094
18. Alix Hutchison, 6440 Bartz Road, Lockport, NY 14094
19. Doreen M. Cafarella, 1441 Fort Avenue, Niagara Falls, NY 14303
20. Amber Hill, 2247 Pierce Avenue, Niagara Falls, NY 14301

Said term expires on December 31, 2025.

Witness my hand and the seal of the City of Lockport, New York this 11th day of December 2023.

Sincerely,

Michelle M. Roman
Mayor

Sarah K. Lanzo
City Clerk

MMR/mal

Cc:A.Kane
J. Majka
J. Sacco
N.Cafarella
C. Robins
J. Cafarella
M. Benedict
A. Rosenberg
S, Dunford
L. Swanson Gellerson
M. Roman
T. Lupo
J. Dean
D. Allport
M. Lawson
V. Pearson-Breau
S. Donohue
A. Hutchison
D. Cafarella
A. Hill

I HEREBY CERTIFY that the persons named
in this payroll are employed solely in and have
actually performed the duties of positions and
employments indicated for the period ending
11/23/23, PAID on date 11/30/23
is approved at dollars, \$ 708,960.75

Civil Service Mary R. J. J. J. J.

Pay Day Register

Pay Date Range 11/10/23 - 11/23/23

Pay Batch 11/30/23

Pay Batch 11/30/23 Total

Employees in Pay Batch 219

Female Employees in Pay Batch 53

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,790.00	Gross	708,960.75		
BERV - Bereavement	16.0000	644.90	Imputed Income		Employer Taxes	Gross Base
BRIEF - Briefing/Debriefing	.0000	140,859.39	Federal	673,751.38	FICA	43,729.06 705,307.77
CMPE 1.0 - Comp Earned @ 1.0	282.1250	.00	FICA	702,986.66	Medicare	10,226.99 705,307.77
CMPE 1.5 - Comp Earned @ 1.5	13.5000	.00	Medicare	705,307.77		
CMPU - Comp Time Used	353.7500	11,666.56	New York State	685,186.92	Workers' Comp	Gross Base
EDAY - Extra Day	176.0000	6,389.40	457 % Deduction	9,160.47	Workers Compensation - General	24,822.00 429,689.64
FHDB - Floating Holiday Buy Out	40.0000	1,633.58	457 Flat Dollar Deduction	10,960.38	Workers Compensation - Sewer	2,787.83 45,257.26
FHDE - Floating Holiday Earned	24.0000	.00	AFLAC POSTTAX	233.75	Workers Compensation - Water	2,441.04 46,046.95
FHDU - Floating Holiday Used	592.0000	18,188.03	AFLAC PRETAX	415.06	Workers Compensation 50%	965.30 7,929.42
FLSA - FLSA	.0000	328.50	ALLSTATE POSTTAX	735.28		
FMLN - FMLA Leave without Pay	24.0000	.00	ALLSTATE PRETAX	583.38	Direct Deposits	31,016.17 Amount
FMLS - FMLA Sick Used	80.0000	3,792.00	Child Support	737.00	Armed Forces Bank	1,594.89
HOL - Holiday	1,460.0000	36,886.20	Child Support - Maine	202.00	Bancorp Bank	1,106.48
HOLIDAYPT - Holiday - Part Time	14.0000	301.16	COLONIAL LIFE POSTTAX	55.40	Bank of Akron	5,636.72
HOLW - Holiday Worked	176.0000	9,430.63	FSA PRETAX	679.68	Bank of America	9,518.37
LONG - Longevity Payment	.0000	1,500.00	Health Ins 298 Class 3 Family	184.86	BANK OF AMERICA (2)	3,533.19
MILI - Military Time	16.0000	539.06	L&M LIFE	24.68	BANK OF AMERICA (4)	1,240.04
OOT - Out of Title	604.0000	24,379.53	NEW YORK LIFE	309.30	BANK OF AMERICA (6)	1,152.06
OOT OT 1.5 - Out of Title OT at	33.0000	1,369.97	RET ERS LOANS	1,781.55	Bank on Buffalo	4,778.11
OT 1.0 - Overtime at Straight 1.0	28.0000	649.77	RET ERS POST-TAX SCP	19.28	Chase	2,255.60
OT 1.5 - Overtime @ 1.5	1,492.5000	69,455.04	RET PF LOANS	60.00	Chase Bank	3,018.73
OT 1.5 SHIFT 10% - OT @ 1.5	48.0000	1,921.16	Retire ERS Tier 6 <= \$100,000	560.84	Chime	250.00
OT 1.5 SHIFT 15% - OT @ 1.5	56.0000	2,240.35	Retire ERS Tier 6 <= \$45,000	1,870.92	Citizens Bank	15,994.66
PRSU - Personal Used	172.0000	5,093.22	Retire ERS Tier 6 <= \$45,000 OT	181.62	Cornerstone Comm FCU	153,248.88
REG - Regular	10,220.7500	300,980.17	Retire ERS Tier 6 <= \$55,000	829.67	Evans Bank	3,191.38
REG PT - Regular Part Time	217.0000	9,674.90	Retire ERS Tier 6 <= \$55,000 OT	86.31	Financial Trust FCU	100.00
REG SHIFT 10% - Regular Shift	144.0000	3,773.31	Retire ERS Tier 6 <= \$75,000	648.45	Five Star Bank	789.34
REG SHIFT 15% - Regular Shift	160.0000	4,272.59	Retire PFRS <= \$55,000	2,441.68	Key Bank	46,712.87
RETRO - Retroactive Pay	.0000	713.93	Retire PFRS Tier 6 <= \$100,000	1,890.01	KEY BANK (2)	4,518.62
RGS - Regular - Salary	70.0000	.00	Retire PFRS Tier 6 <= \$75,000	2,845.26	Key Bank (Formerly FNB)	25,785.72
SAL - Salary	.0000	3,806.51	Retire PFRS Tier 6 <=	94.82	Lewiston Porter FCU	800.00
SAL PT - Salary Part Time	.0000	1,865.37	Retire PFRS Tier 6 <= \$45,000	952.08	Lockport School's FCU	415.00
SCKD - Sick Bank Donated	16.0000	.00	Retire PFRS Tier 6 <= \$55,000	98.50	M&T Bank	76,356.41
SCKE - Sick Earned	16.0000	.00	Retire PFRS Tier 6 > \$100,000	430.13	Navy FCU	6,422.87
SCKR - Sick Bank Received	16.0000	341.40	Retire PFRS Tier 6 > \$100,000	85.64	Niagara Regional FCU	2,027.33
SCKU - Sick Used	560.5000	17,185.32	Retire PFRS Tier 6 <= \$75,000 OT	187.23	Niagara's Choice FCU	52,013.22
STIP - Stipend	.0000	192.31	Retire Tier 6 <= \$75,000 OT	74.85	Northwest Bank	42,056.41
VAC PT - Vacation Part Time	7.0000	157.02	Retire PFRS Tier 6 <= \$45,000	47.54	Ontario Shores FCU	5,531.83

Roxanne Devine
114 Maple St
Lockport, NY 14094

November 14, 2024

Mayor Michelle Roman
1 Lock Plaza
Lockport, NY 14094

Dear Mayor Roman,

Please accept this letter as a formal notice of my resignation as a board member of the Zoning Board Of Appeals, effective November 30, 2023.

It has been a pleasure serving on the board. I would like to take this opportunity to thank you and the entire board for the experience and support provided during my time as a member.

Sincerely,

A handwritten signature in cursive script that reads "Roxanne Devine". The ink is dark and the signature is fluid.

Roxanne Devine



Lockport C.A.R.E.S., Incorporated
188 and 192 Genesee Street
PO Box 586, Lockport, NY 14095
Phone: 716-438-2273
Shelter: 716-280-3444
info@lockportcares.org

November 22, 2023

Lockport City Council
Lockport City Hall
One Locks Plaza
Lockport, NY 14094

Dear Council Members,

Lockport CARES is once again holding a fundraiser event on February 24, 2024 called "Coldest Night of the Year." This event will consist of either a 2.5km or 5km walk over a designated route through the City of Lockport between 4:00 pm and 7:00 pm that day.

We are requesting a permit and have provided a map of our proposed route for your review and approval. The 5km walk would be the same route, with the walkers covering the distance twice.

We're thankful for the support that the City of Lockport gives to our mission to provide shelter to the city's homeless population. We're grateful for your help in making the "Coldest Night of the Year" event a success!

With our gratitude,

A handwritten signature in black ink, appearing to read "Ruth P. Verratti".

Ruth P. Verratti
Board Director / Event Chair
716-864-9634

A handwritten signature in black ink, appearing to read "Rev. Benjamin Stuckey".

Rev. Benjamin Stuckey
Executive Director
716-438-2273





LOCKP-6

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2023

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 United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228 David M. Naples		716-632-6118	CONTACT NAME: Christine Robinson PHONE (A/C, No, Ext): 716-632-6118 FAX (A/C, No): 716-631-5045 E-MAIL ADDRESS: c Robinson@uiai.com
INSURED Lockport CARES Inc 192 Genesee St Lockport, NY 14094		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

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.

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		PHPK2450488	08/06/2023	08/06/2024	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 - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2450488	08/06/2023	08/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB827850	08/06/2023	08/06/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHSD1723580	08/06/2023	08/06/2024	Limit \$ 1,000,000 Aggregate \$ 2,000,000

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

Re: Coldest Night of the Year, fundraising event. City of Lockport is additional insured under the General Liability to the extent of the written contract, not to exceed the limits shown above.

CERTIFICATE HOLDER

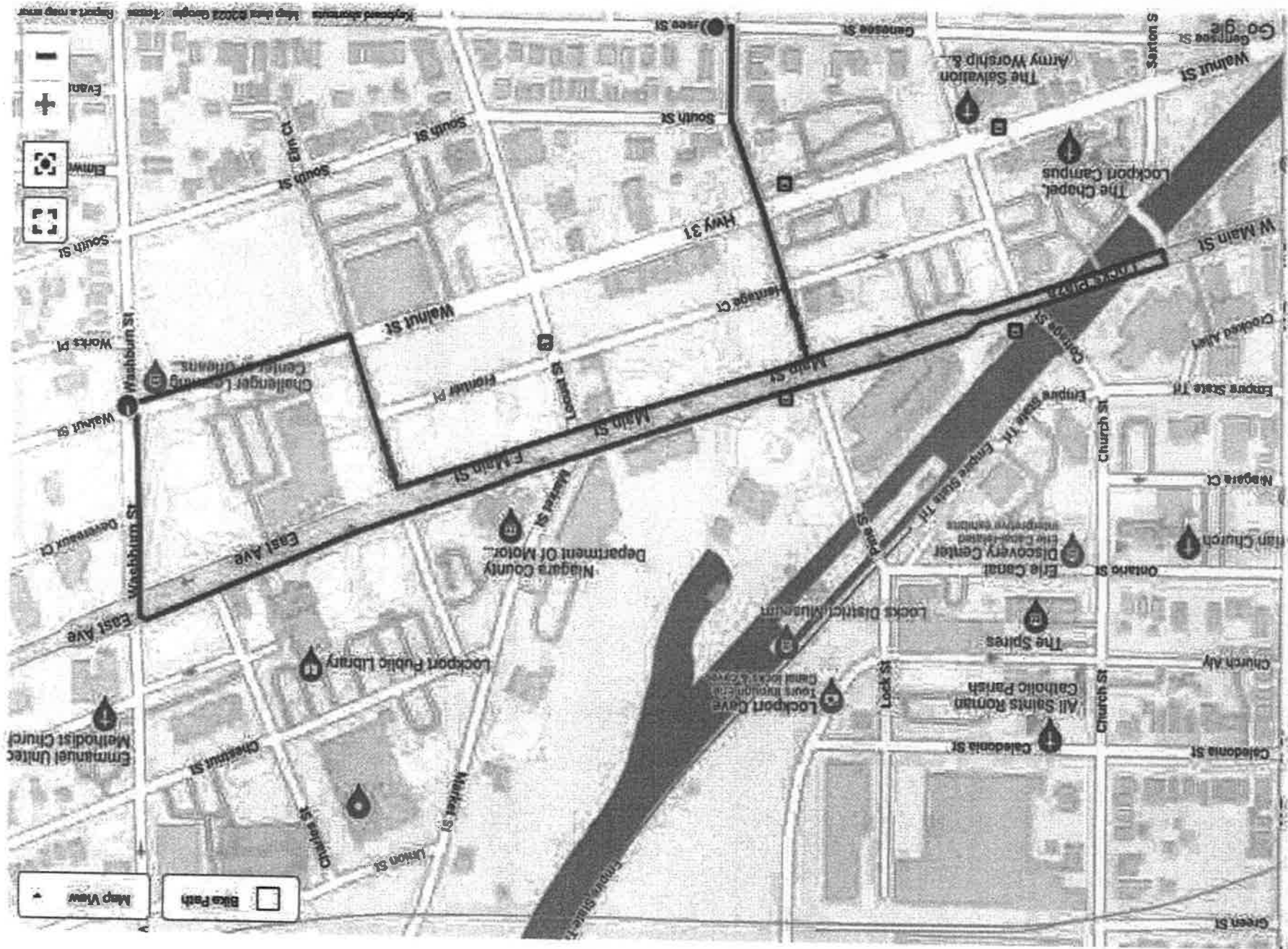
CANCELLATION

CITYLOC

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





Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6759
Fax (716) 439-6605

December 5, 2023

Mayor Michelle Roman and
Members of the Common Council
One Locks Plaza
Lockport, New York 14094

Ladies and Gentlemen:

At the regular meeting of the Lockport Planning Board held Monday, December 4, 2023 a request for a recommendation from the Planning Board relative to the proposed Comprehensive Plan and revised Zoning Code as well as a review of the Waterfront Consistency Review checklist was reviewed and discussed.

After a lengthy discussion it was determined that the action is consistent with the Local Waterfront Revitalization Program policies of the City of Lockport outlined in §187-5.

The Planning Board recommends the adoption of the Comprehensive Plan as presented.

The Planning Board recommends the adoption of the Zoning Code with the following amendments:

1. Home Occupations continue to be granted by special permit.
2. Lot coverage maximums be increased in Low Density Residential districts from 30% to 40% and in Medium Density Residential districts from 50% to 60%.

Respectfully submitted,



Jeff Tracy

Lockport Planning and Zoning Board

RECEIVED

NOV 16 2023

To the City of Lockport Clerks Office,

CITY CLERK OFFICE
complaint

My name is Brian Frazer. I reside at 97 Continental Drive, Lockport, NY 14094.

On the morning of November 13, 2023, between 9:50 am and 11:00 am, the driveway of the above residence was damaged by the City Leaf Removal crew.

My neighbor witnessed the frontend loader hitting the driveway and breaking off a large chunk of concrete. The concrete was shoved onto the lawn and left there by the crew.

Please find the photographs taken of the damage below. The photos were taken at 11:30am on 11/13/23.

Once I saw the damage, I immediately called the City Engineering Department at 716.439.6750 and left a message. I then called the City Clerk at 716.439.6776 who said I need to submit a complaint in writing and mail it to 1 Lock Plaza.

I am submitting this complaint as per the above. I am asking for reparations to repair or have the city repair the driveway if able.

I can be contacted by mail at the address above, or by phone or e-mail at:

Home: (716) 434-0906

Cell: (716) 860-9293

E-mail: bmfrazer@buffalo.edu

I am asking that you please acknowledge the complaint was received. Please let me know how the city will repair the damage.

Thank you for your time,

Signed: Brian M. Frazer

On: 11/13/23



11/13/23

In the Matter of the Claim of

DANIEL WARMUS,

NOTICE OF CLAIM

Claimant,

vs.

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

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

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

CITY OF LOCKPORT POLICE OFFICER
JOHN DOE(S)
One Locks Plaza
Lockport Municipal Building
Lockport, New York 14094

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

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

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

CITY OF LOCKPORT EMPLOYEE
EMILY STODDARD
One Locks Plaza

Lockport Municipal Building
Lockport, New York 14094

CITY OF LOCKPORT EMPLOYEE(S)
JOHN DOE(S)
One Locks Plaza
Lockport Municipal Building
Lockport, New York 14094

Respondents.

**TO: CITY OF LOCKPORT,
CITY OF LOCKPORT POLICE DEPARTMENT
CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI
POLICE OFFICER(S) JOHN DOE(S)
CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS
CITY OF LOCKPORT EMPLOYEE SARAH LANZO
CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA
CITY OF LOCKPORT EMPLOYEE EMILY STODDARD
And CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S).**

PLEASE TAKE NOTICE, that DANIEL WARMUS has and hereby makes claim against CITY OF LOCKPORT, CITY OF LOCKPORT POLICE DEPARTMENT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, POLICE OFFICER(S) JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) and in support of said claim state the following:

1. The post office address of the claimant is 11649 Genesee Street, Apartment 4, Alden, New York 14225.
2. The attorneys for the Claimant are PENBERTHY LAW GROUP LLP, and their post office address is 227 Niagara Street, Buffalo, New York 14201.
3. The claim of DANIEL WARMUS is for deprivation of constitutionally guaranteed rights and privileges, emotional distress, and for consequential damages generally.

4. Upon information and belief, the claim arose from a series of events within public buildings in the City of Lockport, County of Niagara and State of New York.

5. The claim arose in substance as follows: On or about September 6, 2023, claimant DANIEL WARMUS, was served a Notice to Appear and notified of pending harassment charges against HIM.

6. The harassment charge arose from the following: On or about August 18, 2023, claimant DANIEL WARMUS presented lawfully to the City of Lockport Municipal office, located at 1 Locks Plaza, Lockport, New York, 14904, and was video recording the service of process of a city employee of his own civil claim. In the recording of lawful process, Respondents accuse claimant DANIEL WARMUS of committing the charge of harassment.

7. All such previously described acts, together with those not yet discovered or herein described were done without probable cause or proper authority to do so.

8. Thereafter, claimant was wrongfully charged and arraigned for violations of Penal Law Section 240.26 (03) a Violation.

9. Upon information and belief, the harassment charge herein described and the resultant damages sustained were caused as a result of the negligence, carelessness, reckless disregard and/or unlawful conduct, false arrest, malicious prosecution, and abuse of process on the part of the agents, servants and/or employees of the CITY OF LOCKPORT, CITY OF LOCKPORT POLICE DEPARTMENT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER(S) JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, LOCKPORT EMPLOYEE SARAH LANZO, LOCKPORT EMPLOYEE JENNIFER WOCHNA, LOCKPORT EMPLOYEE EMILY STODDARD, and LOCKPORT EMPLOYEE(S) JOHN DOE(S).

10. Upon information and belief, as a result of the aforesaid charge, DANIEL WARMUS, sustained damages for the deprivation of his constitutionally guaranteed rights and privileges, emotional distress and consequential damages.

WHEREFORE, Claimant requests that CITY OF LOCKPORT, CITY OF LOCKPORT POLICE DEPARTMENT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER(S) JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, LOCKPORT EMPLOYEE SARAH LANZO, LOCKPORT EMPLOYEE JENNIFER WOCHNA, LOCKPORT EMPLOYEE EMILY STODDARD, and LOCKPORT EMPLOYEE(S) JOHN DOE(S), honor and pays the claims of DANIEL WARMUS.

DATED: Buffalo, New York
November 13, 2023

PENBERTHY LAW GROUP LLP

By: 

BRITTANY LEE PENBERTHY, ESQ.
Attorneys for Claimant
Office and P.O. Address
227 Niagara Street
Buffalo, New York 14201
(716) 806-3330

VERIFICATION

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

DANIEL WARMUS, being duly sworn, deposes and says that he is the claimant above named; and makes this claim on behalf of self; he has read the foregoing claim and knows the contents thereof; the same is true to the knowledge of the claimant except for the matters herein alleged upon information and belief, and as to those matters, he believes them to be true.



DANIEL WARMUS

Sworn to before me this

13 day of November, 2023.



Notary Public

JENNIFER L. BRADY
Notary Public, State of New York
NO. 01BR6373222
Qualified in Erie County
My Commission Expires 4-2-20 26

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NIAGARA

-----X
BRIANNA R. BRUNDIDGE

Plaintiff/Petitioner,

- against -

CITY OF LOCKPORT

Index No.E1811121/2023

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

hand delivered
RECEIVED ES
NOV 30 2023
CITY CLERK OFFICE

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: November 29, 2023

David M. Goodman, Esq.

Name

The Coppola Firm, PLLC

Firm Name

4033 Maple Road, Suite 100

Address

Buffalo, New York 14226

(716) 839-9700

Phone

dgoodman@coppolalegal.com

E-Mail

To: _____

6/6/18

SUPREME COURT :: STATE OF NEW YORK
COUNTY OF NIAGARA
BRIANNA R. BRUNDIDGE
2418 Grand Avenue
Niagara Falls, New York 14301

Claimant.

NOTICE OF CLAIM

Index No.: E181121/2023

v.

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

Respondent.

PLEASE TAKE NOTICE, that the claimant, BRIANNA R. BRUNDIDGE, (hereinafter "Claimant"), submits this Claim against the CITY OF LOCKPORT, (hereinafter "Respondent"), and in support of said claim states the following:

- 1. The address of Claimant is 2418 Grand Avenue, Niagara Falls, New York 14301.**
- 2. The Attorneys for Claimant are The Coppola Firm, PLLC, David M. Goodman, Esq. Of Counsel, 4033 Maple Road, Suite 100, Buffalo, New York 14226.**
- 3. This claim arose on June 12, 2023, at 5 Gooding St., Lockport, New York 14094.**
- 4. Claimant attended a guided tour of the Erie Canal and the Lockport Locks.**
- 5. The guided tour was performed by Hydraulic Race Company, Inc., d/b/a Lockport Cave & Underground Boat Ride.**
- 6. The tour began at the ticket office of Lockport Cave & Underground Boat Ride, which is located at 5 Gooding St., Lockport, New York 14094.**

7. As part of the tour, guests attended a "Boat Ride" in furtherance of the historical tour.

8. It was Claimant's understanding that the boat ride would venture into the cave, and once at the end, would reverse and return back to the starting point.

9. On June 12, 2023, during the boating portion of the tour, at approximately 11:30 a.m., the boat became unbalanced and capsized, sending the Claimant and Claimant's fellow passengers into the freezing water below.

10. Upon information and belief, the incident herein described, and the resultant damages sustained were caused as a result of the negligence, carelessness, recklessness, and deliberate indifference on the part of the agents, servants, and/or employees of the City of Lockport. These acts include, but are not limited to, the following:

- a. Negligent supervision;
- b. Negligent failure to recognize a known danger;
- c. Negligent failure to take proper measures to correct the danger;
- d. Negligent failure to inspect the tour boat;
- e. Negligent failure to license the tour boat;
- f. Negligently failing to prevent injuries;
- g. The Respondents were otherwise negligent.

12. Upon information and belief, the City of Lockport Police confirmed a similar incident to Lockport Cave & Boat Ride. Upon information and belief, an incident report was filed in the department.

15. Upon information and belief, Respondent had the duty to inspect, and issue permits to Lockport Cave & Underground Boat Ride but failed to do so which resulted in serious bodily injuries and severe emotional distress.

16. That as a result of the capsizing of the boat and being thrown into the freezing water along with my fellow passengers, Claimant has suffered both physical and psychological injuries for which Claimant continues to seek treatment.

17. Upon information and belief, the incident herein described, and the resultant damages sustained were caused as a result of the negligence, carelessness, recklessness, and deliberate indifference on the part of the agents, servants, and/or employees of Respondents, both jointly and severally, without any comparative fault attributable to Claimant.

WHEREFORE, Claimant requests compensation from Respondents along with such other and further relief as may be awarded by the Court, including but not limited to costs and attorneys' fees incurred herein, and for such other and further relief as to the Court may seem just and proper.

DATED: Buffalo, New York
September 14, 2023

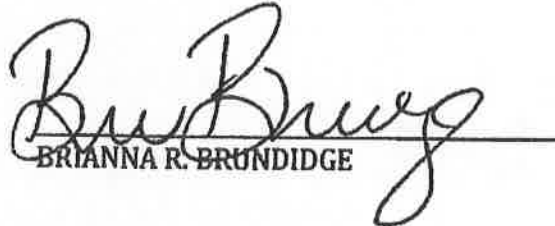


David M. Goodman, Esq.
Attorney for Claimant
The Coppola Firm, PLLC
4033 Maple Road, Suite 100
Buffalo, New York 14216
(716) 839-9700
dgoodman@coppolalegal.com

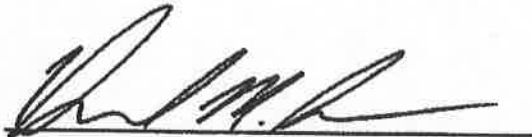
VERIFICATION

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

BRIANNA R. BRUNDIDGE, being duly sworn, deposes and says that he is the Claimant in the above matter, that he has read the foregoing and knows the contents thereof and that the same is true to his own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, he believes them to be true.


BRIANNA R. BRUNDIDGE

Sworn to before me this
20th day of September, 2023.


Notary Public

DAVID M. GOODMAN
Notary Public, State of New York
Registration No. 02GO4999341
Qualified in Erie County
My Commission Expires 7/20/2026

RECEIVED

NOV 3 2023

CITY CLERK OFFICE

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NIAGARA**

-----X
CASEY I. DAHLSTROM

Plaintiff/Petitioner,

- against -

CITY OF LOCKPORT

Index No. E181087/2023

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: November 28, 2023

David M. Goodman, Esq.

Name

The Coppola Firm, PLLC

Firm Name

4033 Maple Road, Suite 100

Address

Buffalo, New York 14226

(716) 839-9700

Phone

dgoodman@coppolalegal.com

E-Mail

To: _____

6/6/18

SUPREME COURT :: STATE OF NEW YORK
COUNTY OF NIAGARA
CASEY I. DAHLSTROM
4850 East River Road
Grand Island, New York 14072

Claimant.

NOTICE OF CLAIM
E181087/2023
Index No.: _____

v.

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

Respondent.

PLEASE TAKE NOTICE, that the claimant, CASEY I. DAHLSTROM, (hereinafter "Claimant"), submits this Claim against the CITY OF LOCKPORT, (hereinafter "Respondent"), and in support of said claim states the following:

1. The address of Claimant is 4850 East River Road, Grand Island, New York 14072.
2. The Attorneys for Claimant are The Coppola Firm, PLLC, David M. Goodman, Esq. *Of Counsel*, 4033 Maple Road, Suite 100, Buffalo, New York 14226.
3. This claim arose on June 12, 2023, at 5 Gooding St., Lockport, New York 14094.
4. Claimant attended a guided tour of the Erie Canal and the Lockport Locks.
5. The guided tour was performed by Hydraulic Race Company, Inc., d/b/a Lockport Cave & Underground Boat Ride.

6. The tour began at the ticket office of Lockport Cave & Underground Boat Ride, which is located at 5 Gooding St., Lockport, New York 14094.

7. As part of the tour, guests attended a "Boat Ride" in furtherance of the historical tour.

8. It was Claimant's understanding that the boat ride would venture into the cave, and once at the end, would reverse and return back to the starting point.

9. On June 12, 2023, during the boating portion of the tour, at approximately 11:30 a.m., the boat became unbalanced and capsized, sending the Claimant and Claimant's fellow passengers into the freezing water below.

10. Upon information and belief, the incident herein described, and the resultant damages sustained were caused as a result of the negligence, carelessness, recklessness, and deliberate indifference on the part of the agents, servants, and/or employees of the City of Lockport. These acts include, but are not limited to, the following:

- a. Negligent supervision;
- b. Negligent failure to recognize a known danger;
- c. Negligent failure to take proper measures to correct the danger;
- d. Negligent failure to inspect the tour boat;
- e. Negligent failure to license the tour boat;
- f. Negligently failing to prevent injuries;
- g. The Respondents were otherwise negligent.

12. Upon information and belief, the City of Lockport Police confirmed a similar incident to Lockport Cave & Boat Ride. Upon information and belief, an incident report was filed in the department.

15. Upon information and belief, Respondent had the duty to inspect, and issue permits to Lockport Cave & Underground Boat Ride but failed to do so which resulted in serious bodily injuries and severe emotional distress.

16. That as a result of the capsize of the boat and being thrown into the freezing water along with my fellow passengers, Claimant has suffered both physical and psychological injuries for which Claimant continues to seek treatment.

17. Upon information and belief, the incident herein described, and the resultant damages sustained were caused as a result of the negligence, carelessness, recklessness, and deliberate indifference on the part of the agents, servants, and/or employees of Respondents, both jointly and severally, without any comparative fault attributable to Claimant.

WHEREFORE, Claimant requests compensation from Respondents along with such other and further relief as may be awarded by the Court, including but not limited to costs and attorneys' fees incurred herein, and for such other and further relief as to the Court may seem just and proper.

DATED: Buffalo, New York
September 18, 2023



David M. Goodman, Esq.
Attorney for Claimant
The Coppola Firm, PLLC
4033 Maple Road, Suite 100
Buffalo, New York 14216
(716) 839-9700
dgoodman@coppolalegal.com

VERIFICATION

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

CASEY I. DAHLSTROM, being duly sworn, deposes and says that he is the Claimant in the above matter, that he has read the foregoing and knows the contents thereof and that the same is true to his own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, he believes them to be true.



CASEY I. DAHLSTROM

Sworn to before me this
18th day of September, 2023.



Notary Public

DAVID M. GOODMAN
Notary Public, State of New York
Registration No. 02GO4999341
Qualified in Erie County
My Commission Expires 7/20/2026

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

Agenda Description: Authorize Purchase from Parks Revitalization Fund	
Proposed By: Grounds and Parks	Date Submitted: 11/17/2023
<i>Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.</i>	
Summary: This resolution would authorize the purchase of 10 metal trash bins for public parks, replacing the plastic totes currently used and in bad condition.	
Financial Impact (for current and following year): Funding would come from the Parks Revitalization fund, which has \$44k remaining.	
Explanation of attachments: (1) Quote, (2) H206 Authorizations, (3) Email explaining difficulty gathering quotes.	
For Requests Involving Budget Amendments:	
Increase Line Item:	Decrease Line Item:
NA	NA
For Finance Director to Fill Out:	
Date of Approval: 11/22/2023	Resolution:

H206 Parks Revitalization Fund - Resolutions and Authorizations

<u>Resolution</u>	<u>Description</u>	<u>Vendor</u>	<u>Amount Authorized</u>	<u>Amount Paid</u>	<u>Remaining Funds</u>
042121.10	Steel Roof Little Loop Building Outwater	Granzow Construction	31,509.74	\$ 31,509.74	\$ -
050521.10	Softball Field Renovation	Rich Sport Field Inc. and Batavia Turf	18,580.00	\$ 10,860.74	\$ 7,719.26
050521.16	Tennis Court Renovation and Re-Surfacing (Altro Park)	AstroTurf Corporation	35,275.00	\$ 35,275.00	\$ -
050521.17	Swimming Pool Shed Roof Repair	Granzow Construction	1,659.89	\$ 1,659.89	\$ -
051921.13	Fence Crown Outwater	BSN Sports	868.10	\$ 868.10	\$ -
061621.13	Asphalt for Outwater and Dolan	In-House	33,500.00	\$ 31,282.16	\$ 2,217.84
061621.13	Fence Upgrades for Outwater and Dolan	Woodsmith Fence Corp.	10,400.00	\$ 10,400.00	\$ -
070721.13	4 lifeguard chairs	Amazon	2,880.00	\$ 2,800.00	\$ 80.00
070721.13	pool repairs	Modern Surface Solutions	5,629.00	\$ 1,800.00	\$ 3,829.00
070721.13	Pool pump	Moley Magnetics	1,724.49	\$ 1,724.49	\$ -
070721.13	Pool vacuum	Hammerhead	2,290.50	\$ 2,630.90	\$ (340.40)
81821.7	Skate Park	Lockport Community Services Inc	10,000.00	\$ 10,000.00	\$ -
90121.11	Concrete Parco Flooring	Palladino Concrete	6,300.00	\$ 6,300.00	\$ -
90121.11	Community Pool	Various	12,500.00		\$ 12,500.00
90121.11	Rodgers Park Skating Area	Various	16,500.00		\$ 16,500.00
90121.11	Bollard posts in Kibler and Grossi	Reliance Foundry	2,215.75	\$ 2,215.75	\$ -
102021.15	Flagpoles	Misc	5,000.00	\$ 5,000.00	\$ -
110321.9	Ida Fritz Park Repairs	Granzow Construction	3,480.74	\$ 3,480.74	\$ -
110321.9	Handicap Access to Dolan Park	Misc	5,700.00	\$ 5,700.00	\$ -
71322.26	Pickelball equipment	Misc	1,397.95	\$ 7,197.00	\$ (5,799.05)
022223.4	Chemical Controller	William L Watson Co.	6,640.00	\$ 6,640.00	\$ -
032223.11	Outwater Park Field Improvements	City of Lockport General Fund	10,548.00	\$ 10,548.00	\$ -
061423.11	Outwater Baseball field banner	Signworks Sportswear	6,485.55	\$ 6,485.55	\$ -
		TOTAL USED	231,084.71	\$ 194,378.06	\$ 36,706.65
		TOTAL BUDGETED	\$ 275,000.00		
		Remaining Unauthorized	\$ 43,915.29		



INTEGRITY MACHINING & FABRICATION

Quotation # 23183

Integrity Machining & Fabrication LLC.
4179 Cambria-Wilson Rd, Suite 1
Lockport, NY 14094
Tel. (716)553-8559

www.Integritymachinefab.com

Company: City Of Lockport

Date: October 11, 2023

Attn: Chris Landry
clandry@lockportny.gov
25 W Main St,
Lockport, NY 14094
(716) 940-6925

Quotation Revision: -

Item	Part Number / Revision	Description	Quantity	Unit Price	Total Price
1	CMD-GC01	Outdoor Garbage Can	10	\$1,207.35	\$12,073.50

Details and Exceptions

1	Material and Labor to be supplied by IMF
2	All quotes are subject to IMF's Sales T&C's (provided on request)
3	This quote does not include a lid/cover

Shipping Terms	Delivery	Terms
EXW	Delivery 10 weeks to ship upon receipt of order	Net 30 upon invoice
Packaging	Quote is valid for 30 days after date quoted	IMF Representative
Standard Packaging		Justin Reynolds

We thank you for the opportunity to quote

Very truly yours,
Justin Reynolds

716-553-8559

jreynolds@integritymachinefab.com

Tim Russo

From: Tim Russo <trusso@lockportny.gov>
Sent: Friday, November 17, 2023 5:52 AM
To: 'Chris Landry'
Subject: RE: [EXTERNAL] RE: City of Lockport

Good morning,

Please send me the quote and I will get a resolution done to use H205 Parks Revitalization fund.

Thanks~!



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

From: Chris Landry <clandry@lockportny.gov>
Sent: Thursday, November 16, 2023 9:32 AM
To: trusso@lockportny.gov
Subject: Fwd: [EXTERNAL] RE: City of Lockport

I got this quote from a metal shop guy to make these trash receptacles for the parks. I'm looking to start to put these in all the parks over the next few years. It was very hard for me to find a company to do these only because we can't afford to buy like 50 or 60 all at once so the other 3 companies I asked for a quote wouldn't even give me one because they can't stop to just make like 10 a year it's not worth it for them to do. Trying to keep it local and be able to get like 10 a year until we have all the parks done. Can I have Carol do a PO for this without getting 2 more quotes? I went over this with Clayton and he wants to use the H2O funds to do this. Thanks Tim let me know

Get [Outlook for iOS](#)

From: Justin Reynolds <jreynolds@integritymachinefab.com>
Sent: Thursday, November 16, 2023 8:33 AM
To: Chris Landry <clandry@lockportny.gov>
Subject: RE: [EXTERNAL] RE: City of Lockport

Good morning Chris,

That is great news. It will be cool to have built something for the city.

Thank you,
Justin

From: Chris Landry <clandry@lockportny.gov>
Sent: Thursday, November 16, 2023 8:28 AM
To: Justin Reynolds <jreynolds@integritymachinefab.com>
Subject: Re: [EXTERNAL] RE: City of Lockport

We're gonna do these Justin. I'll get a PO done up and send it to you.

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From: Justin Reynolds <jreynolds@integritymachinefab.com>
Sent: Monday, October 16, 2023 3:12 PM
To: Chris Landry <clandry@lockportny.gov>
Subject: [EXTERNAL] RE: City of Lockport

Hi Chris,

Attached is the quote you requested. I will call you in a few to explain further. I had quite a few suppliers quote portions of this that I cannot do in house. Most of the materials will be processed here. All the welding will be done here. Some rolling/forming and the powdercoat would be done elsewhere. Early quotes were in the neighborhood of \$2500 each! I shopped around to find the best.

Thank you,
Justin

From: Chris Landry <clandry@lockportny.gov>
Sent: Wednesday, August 9, 2023 10:48 AM
To: Justin Reynolds <jreynolds@integritymachinefab.com>
Subject: City of Lockport

This is my work email. Cedwards@lockportny.gov is the person who does my billing. Thanks for stopping by look forward to doing business with you!

Get [Outlook for Android](#)

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

Agenda Description:		Authorize Public Works Audit Contract	
Proposed By:	FY 2024 Budget	Date Submitted:	11/22/2023
<i>Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.</i>			
<p>Summary: The FY 2024 budget authorized funding to be used for an audit of the public works division in the City. An RFP was published originally on May 11, 2023, and three bids were collected later in August. A committee consisting of various city officials (including Mayor, Finance Director, Director of Streets, Parks and Distribution, City Engineer, Treasurer, and Council Member) met to review said bids and reached out to references listed for each bidder. After reviewing all information, the committee has recommended to proceed with the vendor Matrix.</p>			
<p>Financial Impact (for current and following year): Funds have been allocated for FY 2024 and is when services would be rendered.</p>			
<p>Explanation of attachments: (1) RFP, (2) Matrix bid, (3) Transaction report.</p>			
For Requests Involving Budget Amendments:			
Increase Line Item:		Decrease Line Item:	
NA		NA	
For Finance Director to Fill Out:			
Date of Approval:		Resolution:	
11/22/2023			



CITY OF LOCKPORT

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

TIM RUSSO
Director of Finance

REQUESTS FOR PROPOSALS

The City of Lockport is requesting sealed proposals for

Lockport Public Works Division – Operations and Management Audit

Notice is hereby given that sealed proposals for the services above will be received and considered by the City of Lockport on an on-going basis up to 2 pm on September 14th at the office of the City Clerk, municipal building, One Locks Plaza Lockport NY, 14094.

Proposers will provide one written quote that contains the total cost of the scope of work.

Please contact City Clerk Sarah Lanzo at 716-439-6776 or city.clerk@lockportny.gov with any questions.

The City of Lockport, NY reserves the right to reject any or all proposal, to consider the reputation and experience of the Proposal in making its selection; to waive any informalities or minor deviations from the proposal form, and to award to other than the lowest quote, if good and sufficient reasons, it is considered in the best interest of the City of Lockport to do so. The City will not reimburse any costs associated with the preparation of RFP(s).

Originally Published on: May 11, 2023

Edited on June 1, 2023 to extend due date due to no bids being received.

Edited on July 11, 2023 to extend due date due to no bids being received.

Request for Proposal (RFP) for an Operations and Management Audit for Public Works of the City of Lockport, NY

Introduction:

The City of Lockport is seeking proposals from qualified firms to perform an Operations and Management Audit for Public Works Division. The objective of this audit is to identify opportunities for improvement in the City's public works operations and management, and to recommend actionable solutions that will enable the City to better serve its citizens.

Scope of Work:

The selected firm will be expected to perform an in-depth audit of the Public Works Department's operations and management, including but not limited to the following areas:

- Asset Management
- Fleet Management
- Maintenance Management
- Personnel Management and Organization
- Emergency Response
- Environmental Compliance
- Customer Service
- Performance Metrics

The audit should identify areas where the City's operations and management can be improved, and provide recommendations for specific actions that can be taken to achieve these improvements.

Deliverables:

The selected firm will be expected to provide a written report detailing their findings and recommendations. The report should be comprehensive and include the following sections:

- Executive Summary
- Methodology
- Findings
- Recommendations
- Implementation Plan

In addition to the written report, the firm should also provide a presentation to the City Council and Public Works Department staff to review the audit findings and recommendations.

Proposal Requirements:

Proposals should include the following:

- Firm's qualifications and experience in conducting similar audits.
- Proposed methodology for conducting the audit, including a timeline.
- Estimated cost for completing the audit.
- A sample audit report.

Proposal Submission:

Proposals should be submitted on an on-going basis however no later than 2 pm on September 14th at the office of the City Clerk, municipal building, One Locks Plaza Lockport NY, 14094 to the attention of: "Bid - Operations and Management Audit for Public Works." Please also send a digital copy to trusso@lockportny.gov.

Other Details:

The [FY 2023 Budget](#) can be found online for public access. In context of the City, Public Works consist of the following departments: Public Works Administration, Maintenance Garage, Street Maintenance, Street Lighting, Parks, Forestry, Wastewater Systems, Water Filtration and Water Distribution.

Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- Qualifications and experience of the firm.
- Proposed methodology for conducting the audit.
- Cost of the audit.
- Sample audit report.
- References.

The City reserves the right to reject any and all proposals, to waive any informalities or irregularities in any proposal, and to accept any proposal deemed to be in the best interest of the City.

A committee will be appointed by the Mayor that will evaluate the submissions. Please note that this RFP does not obligate the City to select a bidder or accept a bid at this time or any time in the future. The City can at its sole discretion revise the requirement, scope, and selections process for this RFP at any time.

Thank you for your interest in this project. If you have any questions or require additional information, please contact City Clerk Sarah Lanzo at 716-439-6776 or city.clerk@lockportny.gov.

**Proposal to Conduct an Operations and Management
Audit of the Public Works Division**

LOCKPORT, NEW YORK

September 14, 2023

matrix 
consulting group

Table of Contents

	Letter of Transmittal	i
1	Qualifications and Experience	1
2	Methodology and Timeline	12
3	Project Cost	19
4	Sample Audit Report	20



September 14, 2023

Sarah Lanzo, City Clerk
City of Lockport
One Locks Plaza
Lockport NY, 14094

Dear Ms. Lanzo:

The Matrix Consulting Group is pleased to submit our proposal to conduct an operations and management audit of the City of Lockport's Public Works Division. Our qualifications stand apart from other consulting firms for the following reasons:

- **Expansive Experience.** Over the last 20+ years, our firm has conducted management and operational studies of more than 200 public works departments throughout the United States. We also have significant experience evaluating public works operations as part of over 100 organization-wide studies the firm has conducted.
- **Client focus:** The Matrix Consulting Group prides itself on a project approach that develops recommendations to meet the unique circumstances of each client. We employ best practices assessments to identify improvement opportunities, and tailor recommendations to ensure they fit the needs and expectations for each community. This approach has resulted in high levels of implementation of our recommendations and marked improvements in service delivery for our clients.
- **Project team qualifications:** We are proposing a highly qualified consulting team that has worked together on similar projects. Our proposed Project Manager, Jen Winter, leads our Public Works Practice and has 25 years of experience including prior experience as a Public Works Director.

As the firm's President, I am authorized to negotiate on the firm's behalf and bind it contractually. I can be reached at the address and phone number listed below, or via email at rbrady@matrixcg.net.

A handwritten signature in dark ink, appearing to read "R. Brady", is positioned above the printed name of the signatory.

Richard Brady, President
Matrix Consulting Group, Ltd.

1 Qualifications and Experience

This section of our proposal provides an overview of our qualifications and experience, including information regarding three completed projects of similar size and scope.

Introduction to the Matrix Consulting Group

The Matrix Consulting Group is a management consulting firm dedicated to providing quality analytical assistance to local governments. Our company was formed in 2002 to focus solely on providing high-quality management consulting services to the public sector. Key information about our firm is provided in the following points:

- We were incorporated in California on January 1, 2003, and have been in business for over 20 years.
- We are comprised of 25 full time and five part-time staff.
- We have a dedicated Public Works practice area that includes former public works executives and career consultants.
- Our most significant area of expertise is the provision of organizational and management assessments.

The Matrix Consulting Group is well-versed in the various aspects of public works operations and processes, as well as the staffing and technology needs which accompany them. We take a holistic approach to evaluating operations, processes, policies, organizational structure, and resource needs both to meet the current and projected workload. Our approach provides our clients with a comprehensive assessment of their organizations and implementable recommendations that are tailored to meet their unique needs.

Experience

Our firm has conducted management, staffing, and operations studies of more than 200 public works departments throughout the United States. Each of these studies were comprehensive assessments of public works operations and collectively cover virtually every facet of public works operations.

Our experience has included the following clients:

Andover, MA	Haverhill, MA	San Mateo, CA
Amherst, NH	Joliet, IL	San Mateo County, CA
Anderson County, SC	Lake County, IL	Santa Maria, CA
Beverly Hills, CA	Littleton, CO	Scarsdale, NY
Boulder, CO	Los Angeles County, CA	Snohomish County, WA
Brockton, MA	Los Angeles, CA	Springfield, MA
Brookline, MA	Menlo Park, CA	Spokane, WA
Cedar Hill, TX	Milpitas, CA	Tiburon, CA
Cedar Rapids, IA	Milwaukee, WI	Torrington, CT
Falmouth, MA	Niles, IL	Vacaville, CA
DeKalb County, GA	Northampton, MA	Vancouver, WA
Dublin, CA	Ogden City, UT	Washington County, NY
Everett, WA	Oklahoma City, OK	West Sacramento, CA
Gilroy, CA	Palo Alto, CA	White Plains, NY
Gloucester, MA	Pittsburgh, PA	Windsor, CT

In addition to our dedicated public works studies, we have conducted over 100 organizational-wide studies that included as part of the scope of work the assessment of staffing and service impact analysis for Public Works and Road Operations. Recent clients include the following:

Albuquerque, NM	Gulf Shores, AL	Portage, MI
Avon, CT	Half Moon Bay, CA	Rancho Mirage, CA
Barstow, CA	Johnson County, KS	Rancho Palos Verdes, CA
Brattleboro, VT	Monroe County, MI	Roseville, CA
Carroll County, NH	Monrovia, CA	Salt Lake County, UT
Coventry, RI	Montpelier, VT	Schertz, TX
DeKalb County, GA	Orland Park, IL	St. Cloud, FL
Franklin Township, NJ	Orleans, MA	Takoma Park, MD
Grand County, UT	Orting, WA	Tigard, OR
Greenbelt, MD	Palos Verdes Estates, CA	Tinley Park, IL
Groton, MA	Peoria County, IL	WA Dept. Fish & Wildlife

References

The following provides project abstracts and references for four similar public works organizational and operational assessments completed by the proposed project team. One of the projects (Gilroy, California) is our provided work sample.

Gilroy, CA	Organizational and Operational Review of Public Works
Project Contact:	Jimmy Forbis, City Administrator
Phone Number:	408-846-0202
Email:	Jimmy.Forbis@cityofgilroy.org
Address:	7351 Rosanna Street, Gilroy CA 95020
Project Dates:	2022
Contract Amount	\$65,000

Project Summary: In this study, the project team conducted an analysis of the Public Works Department which included Engineering, Transportation, Environmental Compliance, Park Maintenance, Street Maintenance, Urban Forestry, and Water and Wastewater Maintenance and Operation. The study aimed to promote an environment of continuous improvement and efficient and effective use of staff.

Recommendations were given in operations, work practices, staffing and workload. Key recommendations included several organizational changes such as the creation of a sewer maintenance team separate from street maintenance and the relocation of park reservations out of maintenance operations. Recommendations also included development of an asset management program with enhanced utilization of the software solution in place, implementation of technology to for development review and permitting, and development of work calendars and work schedules utilizing the software solution already in place.

Fayetteville, NC	Organizational and Operational Review of Public Services
Project Contact:	Sheila Thomas-Ambat, Public Services Director
Phone Number:	910-433-1329
Email:	SheilaThomasAmbat@fayettevillenc.gov

Project Summary: Matrix Consulting was retained by the City of Fayetteville to conduct a comprehensive assessment of the Public Services Department including Engineering, Traffic Services, Storm Water Services, Streets, and Solid Waste. The goals of the study included an organizational efficiency and staffing analysis to help deploy strategies to utilize staff resources in the most effective manner, determine appropriate staffing levels for the Department, and recommend organizational structure changes to enhance service levels.

Recommendations included a reorganization of multiple divisions including Engineering, Traffic Services, and Streets to better align teams and delivery of services. Matrix also recommended implementation of an asset management program and the use of technology for field staff to be able to assign and record work order information from the field.

Vacaville, CA	Organizational and Operational Review of Public Works
Project Contact:	Brian McLean, Public Works Director
Phone Number:	707-449-5175
Email:	Brian.McLean@cityofvacaville.com
Project Dates:	2021-2022
Contract Amount	\$66,500

Project Summary: In this study, the project team conducted an analysis of the Public Works Department which included Engineering, Construction, Facilities, Fleet, Parks, Streets, Transit, and Utilities divisions. The analysis included an organizational and operational assessment with particular focus on organizational structure and staffing.

Recommendations included a reorganization of the departmental leadership team as well as additional organizational structure changes to some of the divisions. The study also addressed use of technology, administrative systems and procedures, and asset management. The study also recommended consolidating and documenting the policies and operating procedures of the Department into an electronic manual accessible online by all staff.

Haverhill, MA	Organizational and Management Assessment of Facilities Services
Project Contact:	Mayor James Fiorentini
Phone Number:	978-374-2300
Email:	Mayor@cityofhaverhill.com

Project Summary: The Matrix Consulting Group completed a study of the City's Highway Division and also of the facilities maintenance services provided by the City and its School system.

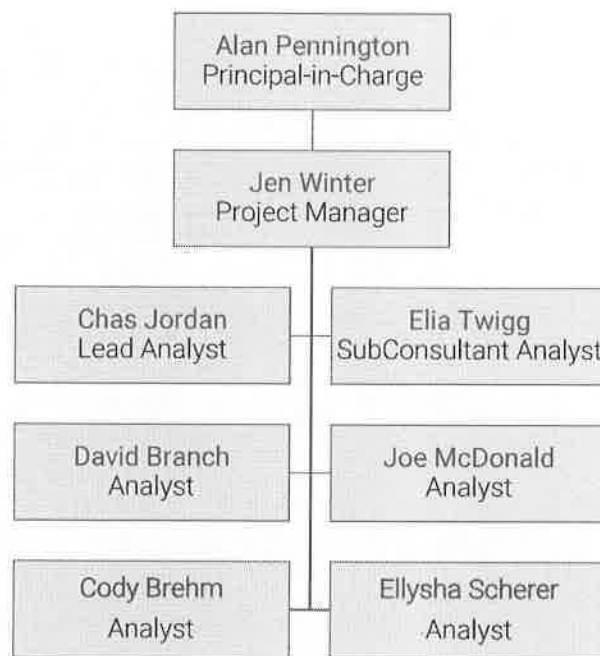
The City's Highway Division had faced several management issues in recent years, and it engaged our firm to conduct a thorough assessment of the degree to which further changes were required in personnel management, customer service, communications, planning and managing work, and productivity. The project team recommended replacing the Public Works Department's management information system, enhancing the information captured on work orders, ensuring that employee performance appraisals occur regularly, and timely replacement of the fleet in addition to many other recommendations.

For the facilities maintenance study the project team recommended a phased approach to full consolidation that involved, first, addressing customer service issues and developing and implementing a more robust preventive maintenance program. Later phases addressed the need for a consolidated work order system, performance management, and standardized approaches to contracting and internal staffing.

Project Team

We have proposed a very qualified and experienced project team for this engagement including our most senior consultants and individuals with significant experience conducting similar engagements. The team will be managed by Alan Pennington, who leads our General Consulting Practice, and team members have significant public sector and consulting experience in Public Works.

All team members are employees of Matrix Consulting Group apart from Elia Twigg, a consultant from Lantic Solutions. Elia is currently partnered with the Matrix Consulting Group on multiple similar studies.



Resumes of our senior team members are included on the following pages.

ALAN PENNINGTON**SENIOR VICE PRESIDENT, MATRIX CONSULTING GROUP**

Alan Pennington leads our General Consulting Practice which includes Public Works and Engineering studies. Alan has extensive experience conducting organizational, operational, and staffing assessments for public works operations including evaluation of the sufficiency of contracted services. He has been employed by the firm since 2005. Prior to that time, he served for over 13 years in local government positions. In his time with the firm, he has conducted over 300 studies including over 75 with a public works or engineering focus.

Experience Highlights

Downey, CA: Alan was the Project Manager and Lead Analyst on this assessment of the engineering operations within the Public Works Department. This study focused on the organizational structure, staffing requirements, and evaluation of contracted services to ensure appropriate resources were allocated based on workload.

Menlo Park, CA: Alan was the Project Manager on this engagement evaluating both the Community Development and Public Work Departments. Key recommendations included:

- Transfer of the land development function from Public Works to Community Development to improve communication and coordination of development review activities.
- Identified improvements in operational practices to enhance capital project management.

Everett, WA: Alan was the Project Manager on this comprehensive study of the City's Public Works Department which included utilities, engineering, refuse and recycling operations, streets, stormwater, public information, grants, and building permitting/inspection operations. Key recommendations:

- Provided staffing analysis and identified the need for additional Engineers and Engineering Technician positions.
- Greater focus on GIS utilization and implementation of a comprehensive asset management program.

Project Role: Alan will serve as the Principal-in-Charge.

Relevant Clients:

AZ Buckeye
 CA Downey
 CA Gilroy
 CA Menlo Park
 CA Palos Verdes Estates
 CA Rancho Mirage
 CA Santa Maria
 CA South Coast Water
 MA Orleans
 MO Dept. of Conservation
 MO Raymore
 NC Fayetteville
 NY Washington County
 NY White Plains
 SC Charleston County
 TN Franklin
 TN Nashville
 VA Alexandria
 WA Everett
 WA Orting
 WI Milwaukee

Years of Experience: 28

Education:

BA, University of Maine,
 Public Management.

MPA, University of Maine,

Professional Association:

Association of Local
 Government Auditors
 (ALGA)

Government Finance
 Office's Association
 (GFOA)

International City-County
 Management Association
 (ICMA)

JEN WINTER, P.E.**SENIOR MANAGER, MATRIX CONSULTING GROUP**

Jen Winter leads our Public Works and Infrastructure practice area. She leads all public works studies including asset management, engineering, streets, traffic and transportation, public utilities, and related services. Prior to joining Matrix Jen served within local government as the Public Works Director for the City of Cedar Rapids, Iowa. She has also previously served as the Regional Director for an engineering consulting firm. Her local government experience includes:

- Strategic planning, organizational and staffing assessments, data and workload analysis, needs assessments, public engagement, and best management practices evaluation and implementation.
- Process studies within public works and development activities, organizational review, and process evaluation and reengineering.
- Asset management strategies critical to the planning and measurement of infrastructure.
- Extensive training in and experience implementing organizational health initiatives.

Experience Highlights

Santa Maria, CA: Jen was the project manager and lead analyst on the Operational and Organizational Review of the Public Works Department. Key recommendations included:

- Implementation of operational best practices including developing an asset management program.
- Organizational and staffing improvements including the reorganization of the Public Works Department to better align staff and services.

Vacaville, CA: Jen was the Project Manager on the City's comprehensive review of the Public Works Department including Engineering, Facilities, Streets, and Utilities. Key recommendations included:

- Implementation of operational best practices including developing an asset management program.
- Organizational and staffing improvements including the reorganization of the Engineering Division.

Project Role: Jen will serve as Project Manager.

Relevant Clients:

CA Dublin
 CA Gilroy
 CA Marin County
 CA SDCWA
 CA Santa Barbara
 CA San Bernardino Co.
 CA SDCWA
 CA Santa Maria
 CA Vacaville
 CA West Sacramento
 FL Dunedin
 FL Naples Airport
 NC Fayetteville
 NE Sarpy County
 PA SARAA
 TN Knoxville
 WA Snohomish County

Years of Experience: 25

Education:

BS, Iowa State University,
 Civil Engineering

Professional Association:

American Public Works
 Association (APWA)

APWA Center for
 Sustainability (Past
 Chair)

APWA Iowa Chapter
 Board Member

**CHAS JORDAN, M.P.A., P.W.E., F.M.P., S.C., LEED G.A., ENV SP
MANAGER, MATRIX CONSULTING GROUP**

Chas Jordan recently joined our firm to lead projects in the firm's General Consulting Practice. He serves as a project manager and a project consultant on projects dealing with public works, facilities, fleet management, utilities, parks and recreation and administrative functions.

Prior to joining Matrix, Chas served as an Assistant Public Works Director and Facilities Manager as well as a Public Works Administrative Manager in Florida. In this capacity, he became an experienced construction project manager, as well as a thorough knowledge of Public Works best practices and accreditation requirements. He has also previously served as Project Manager for a solid waste management consulting firm. His local government and consulting experience includes:

- Strategic planning, organizational and staffing assessments, needs assessments, and best management practices evaluation and implementation.
- Process studies within public activities, organizational review, and process evaluation and reengineering.
- Crisis management and disaster and emergency response from non-public safety departments.
- Technology implementation to improve workflow and management, integration strategies and employee training.
- Management and soft skills development and training.
- Financial analysis, rate setting, and long-term capital planning.
- Fleet asset management and equipment replacement.
- Facilities capital project management and long-term planning.

Experience Highlights

Addison, TX: Chas served as the lead analyst for Matrix on a project reviewing the organization and operations of the Town of Addison's General Services Department which includes facilities, fleet, and general operations functions for the entire Town. This project included a staffing review, a work load analysis and maintenance management procedures, and guidance on implementing more robust asset management practices for both buildings and vehicles for the future.

San Diego County Water Authority, CA: Chas served as an analyst on this project reviewing the capital improvement and project management processes of the Authority and to recommend improvements for a more streamlined and efficient process for the future.

Role on this engagement: Chas will serve as the lead analyst.

Relevant Clients:

CA OCTA
CA SDCWA
CA San Bernardino
FL Miami Beach
FL Toho Water Auth.
TN Knoxville
TX Addison

Years of Experience: 18

Education:

MPA, University of North
Florida – Public
Administration

BA, University of North
Florida - Political Science
and Public Administration

Professional Associations:

American Public Works
Association (APWA)

Past Chairman -
Leadership and
Management
Committee

Florida Chapter
Past President

Solid Waste Association of
North America (SWANA)

Institute for Asset
Management (IAM)

DAVID BRANCH**MANAGER, MATRIX CONSULTING GROUP**

David Branch has served as an analyst and project lead on a wide range of government studies covering a variety of county and municipal functions such as building, planning, housing, code enforcement, human resources, finance and purchasing, public works and utilities. David has extensive experience conducting organizational, operational, and staffing assessments during his 10 years with our firm. Relevant experience highlights include:

- Completed over 120 studies for local government entities, including numerous department and agency-wide assessments.
- Analysis focuses on workload and staffing, organizational structure, asset management, and process improvement using recognized best practices and quantitative metrics and modeling and developing implementation solutions to guide clients.

Experience Highlights

El Segundo, CA: David was the lead analyst for this study of the City's Community Development Department. The study analyzed staffing needs and organizational structure, workload and performance metrics, operational issues, and opportunities to deploy technology. Key recommendations included:

- Development of plan review processing performance benchmarks and the use of a performance measurement dashboard for internal use and the public.
- Process flow adjustments to consolidate the plan review process, involve Planning more consistently, and centralize the applicant point of contact.
- Implementation of permitting and land management software along with a digital applicant portal and cashiering integration.
- Identification of staffing resources needed to meet desired processing times.

Project Role: David will serve as an analyst.

Relevant Clients:

AZ Buckeye
 CA El Segundo
 CA Fresno
 CA Milpitas
 CA Redlands
 CA Riverside
 CO Aurora
 CO Westminster
 FL Coral Gables
 FL Fort Myers
 FL Kissimmee
 GA DeKalb County
 IL Tinley Park
 IL Chatham
 NC Rowan County
 NY Albany
 OR Tigard
 TX Dallas
 TX Flower Mound

Years of Experience: 10

Education:

BS, University of Southern California; Policy, Management, and Planning.

M.Ed., University of Missouri – St. Louis,
 Secondary Education

Professional Association:

American Public Works Association (APWA)

JOE MCDONALD

CONSULTANT, MATRIX CONSULTING GROUP

Joe McDonald has served as an analyst on a wide variety of engagements, ranging from community development departments to municipal airports. Joe assists in developing client surveys, documenting current and future workflows, and assists senior staff in conducting interviews, performing data analysis, and preparing client deliverables.

Experience Highlights

Thurston County (WA): The firm was engaged by the Thurston County Public Works Department to perform an operational assessment of its Road Operations Division. On this project Joe:

- Facilitated interviews with Road Operations leadership to develop an understanding of current operations, staffing, workload, and use of technology. This information was used to create a profile of the organization.
- Performed data analysis in support of the project team. A key task involved analyzing time code data to optimize staffing allocations based on the type of work being performed (surfacing, drainage, etc.).
- Administered a survey of all current Road Operations employees. Analyzed survey data based to develop an analytical report summarizing some key themes and sentiments from the survey.

SDCWA (CA): As part of the assessment of San Diego County Water Authority's (SDCWA) CIP program, Joe:

- Facilitated a process diagramming workshop to document the current workflow associated with the CIP process. Worked with other project team members to develop and document a future CIP workflow.
- Provided analytical support to the rest of the project team. This included developing a current state assessment of the CIP program, analyzing workload data, and participating in staff interviews.

Project Role: Joe will support both teams with data analyst, interviews, and stakeholder facilitation.

Relevant Clients:

CA Rocklin
 CA San Bernardino Co
 CA San Dimas
 CA SDCWA
 CO Greeley
 FL Clearwater
 FL Dunedin
 FL Naples
 IA Cedar Rapids
 NV Henderson
 TN Knoxville
 WA Thurston Co.
 WV WVU

Years of Experience: 2

Education:

BA – Professional and Technical Communications, University of South Florida

Professional Association:

Florida City County Managers Association (FCCMA)

Engaging Local Government Leaders (ELGL)

Society for Technical Communications (STC)

ELIA TWIGG, PE

PRINCIPAL OWNER, LANTIC SOLUTIONS

Elia Twigg is an accomplished licensed engineer, author and speaker with 20 years of experience in engineering, construction, and management. She has 10 years of operations and management experience in the public sector including 3 ½ years as a Public Works Director for the City of Palm Bay, Florida.

Experience Highlights

Partnered with Matrix Consulting Group:

West Sacramento, CA: Elia was an analyst on the City's comprehensive review of the Capital Projects Department. The study evaluated the operations and staffing of Engineering, Construction Management and Facilities. Key recommendations included:

- Implementation of best practices including utilization of technology and development of specific policies and procedures.
- Organizational and staffing improvements including enhanced workload tracking and key performance measures.

Lantic Solutions:

Principal Engineer/Owner - Design septic systems (conventional, drip irrigation, etc.), drainage plans for single family and commercial properties, and small site plans and work with contractors to have more efficiencies in their offices.

Consort Engineers, LLC:

- Sr. Project Engineer - directed complex construction engineering administration and inspection projects and developed policies, methods, practices, and procedures.
- Local Agency Manager - managed and expanded relations with local governmental agencies.
- Other - developed in-house training for project managers and for emergency response duties.

City of Palm Bay:

- Project Manager - Managed the City's major Public Works capital projects and managed consultants.
- Division Manager over Operations - Managed the operations for the division to include traffic operations, procurement, cost estimating, maintenance, construction, scheduling, budgeting.
- Right-of-Way Services Manager

Project Role: Elia will serve as an analyst.

Relevant Clients:

CA San Bernardino Co.
CA West Sacramento

Years of Experience: 20

Education:

University of Florida

Master of Engineering in
Civil Engineering

University of Florida
Bachelor of Science in Civil
Engineering

Licenses and Certifications:

Florida Professional
Engineering License

Advanced MOT

Stormwater Erosion and
Sedimentation Control
Inspector

Publications:

Co-Author of Executive
Soft Skills Pocket Guide
sold in the APWA
bookstore.

Author of several APWA
Reporter Magazine articles
with subjects pertaining to
leadership and
management topics

2 Methodology and Timeline

This section of our proposal includes an overview of our project management approach, followed by a detailed task plan.

Philosophy and Approach

The Matrix Consulting Group takes a clearly defined, client-centered project approach to each study we conduct. Key elements of our philosophy and approach to providing consulting services include the following:

- A principal of the firm is involved in every project, providing oversight, quality control and management assistance for all our studies.
- We are objective and data driven. We do not base our recommendations on opinions or simple comparative measures. We ensure that our analysis is based on a comprehensive understanding of our client's unique service level goals, workloads, risks, regulations, and operating environment.
- Our projects are approached with a firm grounding in analytical methodology. Our clients receive detailed analysis of their specific issues. All impacts are identified and analyzed in detail to ensure that recommendations can be implemented, and our clients can understand the reason for change.
- Our projects are characterized by extensive interaction between consultants and clients, including both executive management and policy makers, as well as supervisory and line-level staff. We will specifically speak to those individuals who are involved in the respective operations and processes to learn more about their roles and to obtain feedback regarding our analysis, findings, and potential solutions.
- We prioritize formal project management techniques to ensure clear communication, timely task completion, and a thorough analysis of issues. We take pride in delivering our work on time, on budget, and at a level of quality which exceeds expectations.

These five pillars guide our work and result in successful projects and satisfied clients.

Project Task Plan

The City of Lockport is seeking an audit of the Public Works Division that will identify opportunities for improvement in the City's public works operations and management.

These opportunities need to include actionable solutions to enable the City to better serve its citizens.

The following task plan outlines our proposed project task plan to conduct this comprehensive assessment of Public Works.

Task 1 | Project Kickoff

In this task, the project team will work with leadership to identify a project steering committee to work with our project team throughout the duration of the assessment. Once identified, the project team will hold a virtual project initiation and kickoff meeting with the City's project steering committee and appropriate City and Division leadership. During this kickoff, the City will share the study goals and desired scope of service objectives. The project team will review the proposed task plan and schedule. As a result of this project initiation, the project team will finalize the project schedule, data collection instrument, and updated project task plan (if necessary). Then we will begin scheduling initial interviews with leadership, staff, and steering committee members.

Task Deliverable – The project team will develop a kickoff meeting agenda and provide a project schedule, data collection list, and updated work plan to the City's project coordinator and schedule initial interviews with staff.

Task 2 | Develop an Existing Condition Assessment

To evaluate the Division's operations, processes, and work practices, we need to develop an in-depth understanding of the key issues impacting and shaping service requirements both internally and externally. To develop this perspective, we will conduct interviews with staff, management and internal stakeholders who are involved in the various public works activities. These interviews will focus on understanding and documenting the following:

- Adequacy of service levels and gaps in existing levels of service.
- Goals and objectives for the delivery of services for each division.
- Document technical skill set, training, and certifications of staff.
- Adequacy of management systems and technology and the extent to which managers utilize this information to make meaningful service decisions.
- Outsourcing philosophy of the City/Division, the services that are currently outsourced/contracted and additional candidates for alternative service delivery to meet peak workload demands.
- Identification of relevant workload for staff in each functional area.

- Understand the current technology systems and utilization.

Next, we will develop a detailed description of the services provided by Public Works. Our focus will be on how services are delivered, staffed, and managed, as well as the costs associated with the delivery of those services. The development of this detailed description will be based on interviews as well as on the collection of operating information and data, including the following:

- The current organization of the Division.
- Documentation of all key operations:
 - Service scope and content.
 - How staff are scheduled and deployed.
 - Workload data and base service levels.
 - The extent of any contracted services by type, size, and cost.
- Documentation of management systems to support divisional operations:
 - Organizational business processes and procedures; and
 - Performance monitoring systems.
- Document current performance targets related to major services areas.
- Document the current coordination mechanisms and procedures in place to coordinate service delivery among different divisions and teams.
- Document how operations, processes, and workload has changed recently.

Once initial data collection activities have been completed, the project team will prepare a document that presents our understanding of the current organization, staffing, and operations.

Task Deliverable – A current state assessment summarizing the current organization staffing levels, roles, supervisor ratios, workload, procedures, and technology used by the Division.

Task 3 | Conduct an Operational Assessment

In this task, our project team will utilize a best management practices assessment to evaluate processes, policies, use of technology, management planning, and the general operations of the Division. These include but are not limited to:

Asset Management	Emergency Response
Fleet Management	Environmental Compliance
Maintenance Management	Customer Service
Personnel Management and Organization	Performance Metrics

We will address these issues by employing several different approaches, such as those outlined below:

- **Best Practice Assessment:** The best practice assessment will include the identification of areas where the Division currently meets the best practice and more importantly, the analysis will identify areas where current gaps and shortcomings exist and therefore present opportunities for improvement of existing operations. The best practice assessment will begin to clearly identify major operational issues and will include preliminary analysis of workload and process data.
- **Evaluate the adequacy of major work practices.** This analysis will include the review of divisional workload. Additional analysis will focus on the identification of opportunities to streamline internal processes and assignments as well as work practices to increase productivity and/or enhance their effectiveness. Also, we will identify the degree to which key projects or work tasks are not being accomplished (due to lack of prioritization, staff, etc.) and assess the extent to which tasks could be absorbed through streamlining of work process, if at all. Analysis will also focus on defining specific roles of various staff within each division and updating corresponding job duties if needed. Process diagrams will be revised if significant process reengineering is recommended.
- **Evaluate performance management and metrics.** This effort will analyze the effectiveness of managing performance in the Division. Public Works operations require effective management to ensure that staff are appropriately scheduled, deployed, utilized and held accountable for performance. The project team will evaluate this in terms of the following:
 - Does the department make use of effective performance metrics?
 - How are goals, objectives and service level targets developed?
 - Are established metrics tracked and reported out routinely?
 - Are established metrics communicated to staff at all levels?
 - Do managers have accurate and timely measures of performance?
- **Evaluate customer service including internal and external customers.** The project team will analyze the level of service provided to both internal and external

customers. The project team will address coordination between divisions for the various business processes and approach used for public outreach and education.

- **Evaluate current technology systems.** This task will focus on understanding and assessing current technology systems utilized by the Division. The project team will evaluate the current software suites to evaluate how effectively all functionalities of the software have been implemented, degree to which GIS and CMMS systems are implemented and utilized, how mobile and handheld devices are used in the field, and the degree to which current systems result in efficient information-sharing and elimination of duplicative input. We will also evaluate how proposed changes to the use of technology may impact efficiencies and operations and identify any current issues related to accessibility and training related to the use of technology.

In conjunction with earlier interviews and data collection, the project team will, at this juncture, be able to evaluate the efficiency of performance of current tasks and identify changes needed to increase consistency or increase the efficiency and effectiveness of the services provided.

Task Deliverable – A summary of the analysis and key findings in work practices, policies and procedures, service levels, customer service, operations, and use of technology in the Public Works Division.

Task 4 | Conduct a Staffing and Organizational Assessment

This task involves an evaluation of workload, staffing levels, management practices and the organizational structure. We will evaluate these areas by employing several different approaches, such as those outlined below:

- **Evaluate staff resources.** In this analysis, we will evaluate the existing and projected workload to identify the staffing resources needed to complete these work tasks in respect to desired service levels. This will include a review of both internal and contracted staffing resources.
- **Assess how the Division is organized.** The project team will evaluate the plan of organization for the Division and each primary work group. We will utilize several principles in the evaluation of organizational structure including:
 - Does the approach to organizing development foster accountability and are supervisor spans of control appropriate and consistent?
 - Does the current organizational structure provide adequate communication and coordination and enhance shared knowledge?

- Do the plans of organization enable staff to provide better public service?
- Is there consistency among organizational structure, employee classification, and roles and responsibilities between divisions and teams?

The result of this analysis will be a proposed organizational structure highlighting any changes (if necessary) for the Public Works Division.

- **Evaluate management practices.** The project team will evaluate how best practices are implemented and monitored, the extent to which managers are implementing effective asset management techniques, effective operational practices, identifying needed training for employees, and implementing, tracking, and reporting on performance measures.

At the conclusion of this task the project team will have evaluated the staffing, structure, and management of the Division.

Task Deliverable – A summary of the analysis and key findings in organizational structure, staffing allocation and resources, and management practices.

Task 5 | Prepare a Draft and Final Report

Once the work tasks noted above have been completed, our analysis, findings, and conclusions will be documented and reviewed with the project steering committee. The draft and final reports will contain the following elements:

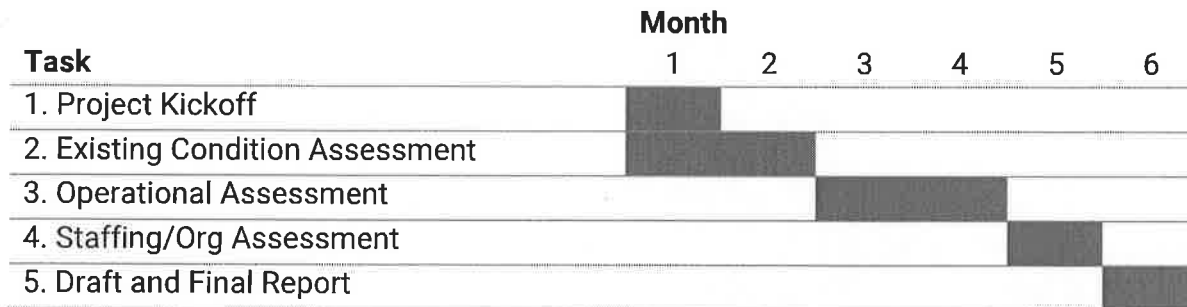
- An executive summary that includes the recommendations with implementation plans for each showing the priority, lead entity for recommendation implementation, timeframe, and any costs/savings.
- Detailed analysis of the staffing and operations of the Public Works Division along with recommendations to improve the current approaches. Identification of improvement opportunities relating to philosophies and commitments of the Division, staffing required given these commitments, and managerial and operational practices for improved service delivery.

Once staff and the internal steering committee have reviewed the draft final report and implementation timeframe and provided input, we would develop the final report. We will be available to make a presentation of our findings and recommendations to the City Manager and/or City Council.

Task Deliverable – The product of this task would be the draft and final reports including an implementation plan.

Timeline

We have proposed a work plan that would complete the assessment over a six month time period. The following graphic outlines the proposed project schedule.



Deliverables associated with each task will be provided at the conclusion of the task.

3 Cost Proposal

We propose to conduct the operations and management audit of Lockport's Public Works Division for **\$65,600**. This includes up to \$4,800 for travel expenses for one site visit for up to three staff. Additional site visits can be negotiated based on the needs of the client. The breakdown of the cost proposal is shown in the table below.

Task	Principal	Project Manager	Lead Analyst / Subs.	Analyst	Total Hours	Total Fee
1. Project Kickoff	2	4	4	4	14	\$2,600
2. Existing Condition Assessment	2	32	32	32	98	\$16,600
3. Operational Assessment	2	32	40	40	114	\$19,000
4. Staffing/Org Assessment	2	16	24	24	66	\$11,000
5. Draft and Final Report	4	16	24	24	68	\$11,600
Total Hours	12	100	124	124	360	
Hourly Rate	\$300	\$200	\$175	\$125		
Total Professional Fees	\$3,600	\$20,000	\$21,700	\$15,500		\$60,800
Travel Expenses						\$4,800
Total Project Cost						\$65,600

4 Sample Audit Report

The following link contains the sample audit report for the audit of the Gilroy, California Public Works Department.

https://drive.google.com/file/d/1m-Lj2etX9vlzxTu6CGo94uIn_DOhzpIm/view?usp=share_link

Account	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Amended Budget	2024 Department Requested	2024 Mayor Recommended	2024 Adopted
Fund	A - General Fund							
	EXPENSE							
	Department 1900 - Special Items							
	Contractual							
54050	Equip. Maintenance/Repair	414.75	.00	.00	.00	.00	.00	.00
54055	Professional Services	.00	31,200.00	43,750.00	45,000.00	45,000.00	220,000.00	220,000.00
	Budget Transactions							
	Level					Number of Units	Cost Per Unit	Total Amount
	Adopted					1.0000	100,000.00	100,000.00
	Adopted					1.0000	45,000.00	45,000.00
	Adopted					1.0000	75,000.00	75,000.00
							Adopted Totals	\$220,000.00
54070	Insurance	242,584.38	260,459.74	305,896.49	312,620.00	354,000.00	380,000.00	380,000.00
	Budget Transactions							
	Level					Number of Units	Cost Per Unit	Total Amount
	Adopted					1.0000	380,000.00	380,000.00
							Adopted Totals	\$380,000.00
54078	Gasoline, Oil, Diesel Fuel	100,776.96	146,153.13	261,998.30	284,000.00	240,000.00	240,000.00	240,000.00
	Budget Transactions							
	Level					Number of Units	Cost Per Unit	Total Amount
	Adopted					1.0000	240,000.00	240,000.00
							Adopted Totals	\$240,000.00
54100	Real Property Taxes - Town, Country, Special Assess not Exempt	22,807.68	22,432.97	21,884.93	27,500.00	28,000.00	28,000.00	28,000.00
	Budget Transactions							
	Level					Number of Units	Cost Per Unit	Total Amount
	Adopted					1.0000	28,000.00	28,000.00
							Adopted Totals	\$28,000.00
54440	Fees & Permits	313.80	307.36	279.18	500.00	500.00	500.00	500.00
	Budget Transactions							
	Level					Number of Units	Cost Per Unit	Total Amount
	Adopted					1.0000	500.00	500.00
							Adopted Totals	\$500.00
54510	Program Expenses	12,126.05	2,153.56	798.56	6,120.00	4,620.00	33,620.00	33,620.00
	Budget Transactions							
	Level					Number of Units	Cost Per Unit	Total Amount
	Adopted					1.0000	9,000.00	9,000.00

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

Agenda Description:		Amend Fire Chief Contract	
Proposed By:		Date Submitted:	
Mayor		7/1/2023	
<i>Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.</i>			
Summary: This resolution would authorize the City to enter into an amended agreement with the current Chief. This contract has the following changes (1) a newly established COLA from FY 2024 to FY 2026 (varying amounts from 1.75 to 2%), (2) defined comp time establishment.			
Financial Impact (for current and following year): The proposed COLA for FY 2024 has already been budgeted in the FY 2024 budget and as such, no budgetary action is required.			
Explanation of attachments: (1) financial opinion memo.			
For Requests Involving Budget Amendments:			
Increase Line Item:		Decrease Line Item:	
NA		NA	
For Finance Director to Fill Out:			
Date of Approval:		Resolution:	
11/22/2023			

RESOLUTION #3 AMEND FIRE CHIEF CONTRACT

Whereas, the Fire Chief of the City of Lockport is a position that is not represented by a collective bargaining unit; and

Whereas, the City of Lockport and the Fire Chief desire to enter into an amended written Employment Agreement thereby describing the salary, benefits and terms of employment for the Fire Chief; now, therefore, be it

Resolved, that the City of Lockport hereby authorizes the Mayor to execute the attached Employment Agreement with Fire Chief Luca Quagliano;

**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* ~

Proposed July 24, 2023, Submitted for Council November 22, 2023

To: Mayor Roman, Corporation Counsel, Council Members

From: Director of Finance

Regarding: Amendments to Police and Fire Chief Contracts

Opinion Requested By: Mayor Roman

Data Used in Determination (Attached): New Contract, Current Contract

Other Parties Consulted / Referenced / Involved in Determination: N/A

This proposal would amend (1) the Police Chief's contract by adding in 5 additional vacation days starting in 2024, and (2) the Fire Chief's contract by including an annual cost of living adjustment on January 1 of each year that is identical to that of the proposed unrepresented contract (average of CSEA and Department Head contracts). Estimated costs are shown below:

Fire Chief	Current	2024	2025	2026
COLA	NA	2.00%	1.75%	2.00%
Salary	\$ 103,000	\$ 105,060	\$ 106,899	\$ 109,037
Retirement	\$ 20,600	\$ 21,012	\$ 21,380	\$ 21,807
FICA	\$ 7,880	\$ 8,037	\$ 8,178	\$ 8,341
Total	\$ 131,480	\$ 134,109	\$ 136,456	\$ 139,185
<i>Cost of COLA</i>		\$ 2,630	\$ 4,976	\$ 7,706

Funding for the Fire Chief's COLA are already included in the FY 2024 appropriation and as such, no budgetary action is required. There is no funding increase associated to the Police Chief contract.

Thank you,

Tim Russo
Finance Director

**EMPLOYMENT AGREEMENT
FIRE CHIEF**

DATE:

PARTIES: CITY OF LOCKPORT, with an address at Municipal Building, One Locks Plaza, Lockport, New York 14094 (hereinafter the "City"),

and

LUCA QUAGLIANO, residing at 700 Niagara Street, Lockport, New York 14094 (hereinafter the "Chief").

1. EMPLOYMENT STATUS

The Chief shall serve in the capacity of Chief of the Fire Department for the City and as such shall be considered an "at will" employee and shall not be a part of any collective bargaining unit or entitled to any benefits or protections therefrom.

2. TERM

The Chief shall serve at the pleasure of the Mayor and the Fire Board and is terminable at will. Likewise, the Chief may terminate this agreement upon thirty (30) days written notice to the Mayor.

3. COMPENSATION AND BENEFITS

As compensation for services to the City during the term of this Agreement, in whatever capacity rendered, the Chief shall be paid a total salary of \$103,000 annually based upon a 40 hour work week, payable in equal installment, not less than bi-weekly. Such compensation shall include all longevity, education, compensatory, and briefing pay. Effective January 1, 2024, the Chief shall be entitled to a two (2%) percent annual pay increase. Effective January 1, 2025, the Chief shall be entitled to a one and three-fourths (1 3/4%) percent pay increase. Effective January 1, 2026, the Chief shall be entitled to a two (2%) percent pay increase. The additional benefits afforded to the Chief by this Agreement shall be as stated in **Appendix 1** to this Agreement.

4. POSITION AND DUTIES

The City shall employ the Chief as its Chief of Fire. The Chief's powers and duties shall be those contained in the City Charter and as directed by the Fire Board and the Mayor from time-to-time. The Chief shall report to the Mayor. The Chief shall devote his best efforts and full business time and energy to the business of the City.

5. RESIDENCY

Section 45(1) of the Charter of the City of Lockport states that emergency situations arise that require employees of the City of Lockport to be near their place of employment, to assume the continuation of public services to protect the health, safety and general welfare of the people and that those who are residents of the City of Lockport take a greater interest in promoting the public safety and health in the future of this community than do nonresidents who reside in areas unaffected by City of Lockport services. Therefore, the Chief must be a resident of the City of Lockport.

6. VEHICLES AND EQUIPMENT USE

Any vehicle required for business use by the Chief shall be from the existing vehicle fleet of the City. In the event of any personal use of such vehicle, the Chief shall appropriately document such use and submit periodic reports of such use to the City. Any personal use shall be considered income to the Chief and reported as such to the Chief and the appropriate government entities and I.R.S. reimbursement rate and the Chief shall be solely responsible for and subject to any taxes due as a result thereof.

7. CONFIDENTIALITY

The Chief acknowledges that this position is entrusted with confidential information about certain companies and individuals and as such, the Chief agrees that he shall not, during and after the term of his employment, disclose all or any part of the confidential information of the City to any person, firm, corporation, association, or other entity for any reason or purpose (confidential information means any information not generally known to the public, or which if known became known as a result of a breach of duty or wrongful act, which information pertains to the business operations of the City and which became or becomes known to the Chief or was or is generated by the Chief in the course of his employment with the City. Confidential information includes, but is not limited to, costs, estimates, programs, forecasts, negotiating positions, and strategic plans.) The Chief hereby stipulates and agrees that a breach of this paragraph will result in irreparable damage and injury to the City, for which no monetary damages could adequately compensate. Thus, if the Chief breaches this paragraph, in addition to all other remedies to which the City may be entitled, the Chief agrees that the City shall be entitled to an injunction to enforce the provisions of this Agreement, to be issued by any court of competent jurisdiction, to enjoin and restrain the Chief and each and every person, firm or corporation, concerned or acting in concert with the Chief, from the continuation of such breach. The Chief waives any claim or defense that an adequate remedy at law exists for any such breach. The obligations of the Chief pursuant to this paragraph shall survive the termination of this Agreement.

8. CONFLICTS

The Chief represents that he is not under any legal or contractual obligation that would conflict in any manner with his duties and obligations that the execution and performance of this Agreement by the Chief shall not breach any agreement to which he is a party or by which he is bound.

9. DEFENSE AND INDEMNIFICATION

The City shall provide for the defense and indemnification of the Chief for actions or omissions made in the ordinary course of this employment. Employee shall request assistance under this section by forwarding any and all suits or subpoenas or by making a written request to the Corporation Counsel and Mayor within three (3) business days of their receipt of any summons, complaints, process, notice, demand, or pleading that may require defense and indemnification coverage.

10. NON-WAIVER

The waiver or failure to take action with regard to any breach of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver or waiver of any other breach of the same or any other term or condition hereof.

11. ASSIGNMENT

This Agreement shall be binding on the City, its successors and assigns. This Agreement is for the unique personal services of the City and is not assignable, or delegable, in whole or in part, by the Chief.

12. MODIFICATION

No modification of this Agreement shall be binding unless executed in writing and signed and dated by each of the parties thereto to be bound.

13. ENTIRE AGREEMENT

The terms and provisions of this Agreement constitute the entire agreement between the parties and supersede any previous oral or written communications, representations, or agreements with respect to the subject matter thereof.

14. MISCELLANEOUS

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby. Paragraph headings contained in this Agreement are for convenience of reference purposes only and shall not effect in any way the

meaning or interpretation of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

This entire agreement is subject to Common Council approval.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year written below.

CITY OF LOCKPORT:

BY: _____

Dated: _____

CHIEF:

BY: _____

Dated: _____

APPENDIX 1

1. A Salary in the amount of \$103,000 annually based upon a 40 hour work week. The salary listed above will include all Longevity, Education, Compensatory Time and Briefing Pay. The following longevity pay increases shall be applicable:
 - a. 20 year anniversary = \$1,250.00
 - b. 25 year anniversary = \$1,500.00
 - c. 30 year anniversary = \$2,000.00
2. Sick Leave will be accrued at the rate of 1.25 day per month and may be carried over year to year. The sick leave may be utilized in hourly increments between one (1) hour and eight (8) hours per day.
3. All accrued time earned by the Fire Chief throughout his career shall be paid to the Fire Chief upon retirement. The Fire Chief shall have the right to elect to receive the buyout payment in one installment paid within ninety days of his retirement, or in three (3) equal annual installments paid after his retirement. The Fire Chief's buyout shall be paid in accordance with Employment Policy Manual for Unrepresented Department Heads.
4. Personal Leave – Three (3) days per year. These days must be used in the calendar year they are awarded.
5. Vacation Leave – Annual leave will be earned and credited monthly. The Chief will accrue 2.084 days per month, which can be used when earned in a minimum of half day increments. The Chief can carry a maximum balance of twenty-five (25) days of accumulated annual leave credit on their anniversary date, but can continue to accrue over the twenty-five (25) days during any one year.
6. Paid Holidays shall match the City Hall holidays (currently 14 days). If worked, the holiday shall be "floating" and may be used later in the

calendar year with the provision that any unused holidays cannot be carried over into the next calendar year.

7. The Fire Chief will not earn overtime compensation. The Fire Chief may earn "Flex" time to account for hours worked outside normal business hours attending meetings, events, and emergency incidents. Said "Flex" time, if not used during the pay period earned, shall be considered "Compensatory Time." All Compensatory Time shall be utilized within the calendar year that it was earned. No Compensatory time may be carried over at the end of any calendar year. There shall be no "buy out" of Compensatory time.
8. The Fire Chief shall be entitled to utilize bereavement leave, at his discretion, as follows:
 - a. Four (4) days for immediate family members (parents, siblings, spouse, children).
 - b. Three (3) days for father-in-law, mother-in-law, and siblings-in-law
9. Health Insurance as provided to all other city employees at no cost to the employee during their employment and through retirement pursuant to the Employment Policy Manual for Unrepresented Department Heads.
10. The City shall provide the Fire Chief with an HRA card and deposit \$1,000.00 annually to said account. The funds may accrue from year to year, and the unused balance shall be the sole property of the Fire Chief upon his retirement. No additional HRA funds shall be added to the account upon or during the Fire Chief's retirement. Nothing in this section shall require to Fire Chief or the City to maintain or operate the HRA in a manner contrary to Federal Law or Regulations.
11. Should the Fire Chief have another source of health insurance, such as a spouse providing health insurance coverage, the Fire Chief will be reimbursed \$1,500 for opting out of City health insurance.

12. Upon retirement, 50% of the value of unused sick leave accrued will be paid in a lump sum at the time of retirement. Any unused sick time not paid out shall be applied to retirement service credit under Section 41j of the New York Social Security and Retirement Law. Any vacation, personal leave days, earned during the year will be paid in full.
13. Continued participation in the New York State Police and Fire Retirement System.
14. Future raises shall be recommended to the City Council by the Mayor based upon an annual performance appraisal conducted by the Mayor in conjunction with the Fire Board.
15. The Fire Chief shall be entitled to an annual uniform allowance in the amount of \$950.00. Said uniform allowance shall be paid during the month of January each year.
16. All terms, benefits and rules included in the Employment Policy Manual for Unrepresented Department Heads dated October 24, 2018, or as thereafter modified, shall apply to the Fire Chief.

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

Agenda Description:		Amend Police Chief Contract	
Proposed By:		Date Submitted:	
Mayor		7/1/2023	
<i>Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.</i>			
Summary: This resolution would authorize the City to enter into an amended agreement with the current Chief. This contract has the following changes (1) increased notice for employee resignation,, (2) increased vacation accruals, and (3) defined comp time establishment.			
Financial Impact (for current and following year): There are no amendments that would produce a budgetary impact.			
Explanation of attachments: (1) financial opinion memo.			
For Requests Involving Budget Amendments:			
Increase Line Item:		Decrease Line Item:	
NA		NA	
For Finance Director to Fill Out:			
Date of Approval:		Resolution:	
11/22/2023			

RESOLUTION #4 AMEND POLICE CHIEF CONTRACT

Whereas, the Police Chief of the City of Lockport is a position that is not represented by a collective bargaining unit; and

Whereas, the City of Lockport and the Police Chief desire to enter into an amended written Employment Agreement thereby describing the salary, benefits and terms of employment for the Police Chief; now, therefore, be it

Resolved, that the City of Lockport hereby authorizes the Mayor to execute the attached Employment Agreement with Police Chief Steven Abbott;

**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 ~

Proposed July 24, 2023, Submitted for Council November 22, 2023

To: Mayor Roman, Corporation Counsel, Council Members

From: Director of Finance

Regarding: Amendments to Police and Fire Chief Contracts

Opinion Requested By: Mayor Roman

Data Used in Determination (Attached): New Contract, Current Contract

Other Parties Consulted / Referenced / Involved in Determination: N/A

This proposal would amend (1) the Police Chief's contract by adding in 5 additional vacation days starting in 2024, and (2) the Fire Chief's contract by including an annual cost of living adjustment on January 1 of each year that is identical to that of the proposed unrepresented contract (average of CSEA and Department Head contracts). Estimated costs are shown below:

Fire Chief	Current	2024	2025	2026
COLA	NA	2.00%	1.75%	2.00%
Salary	\$ 103,000	\$ 105,060	\$ 106,899	\$ 109,037
Retirement	\$ 20,600	\$ 21,012	\$ 21,380	\$ 21,807
FICA	\$ 7,880	\$ 8,037	\$ 8,178	\$ 8,341
Total	\$ 131,480	\$ 134,109	\$ 136,456	\$ 139,185
<i>Cost of COLA</i>		\$ 2,630	\$ 4,976	\$ 7,706

Funding for the Fire Chief's COLA are already included in the FY 2024 appropriation and as such, no budgetary action is required. There is no funding increase associated to the Police Chief contract.

Thank you,

Tim Russo
Finance Director

EMPLOYMENT AGREEMENT
CHIEF OF POLICE

DATE: Effective January 1, 2024

PARTIES: CITY OF LOCKPORT, with an address at Municipal Building, One Locks Plaza, Lockport, New York 14094 (hereinafter called the "City) and

STEVEN ABBOTT, residing at 192 Grand Street, Lockport, New York, 14094 (hereinafter called the "Employee" or "Chief").

1. EMPLOYMENT STATUS

The Employee shall serve in the capacity of CHIEF OF POLICE for the City and as such shall be considered an "at will" employee and will not be part of any collective bargaining unit or entitled to any benefits thereof.

2. TERM

The Chief shall serve at the pleasure of the Mayor and is terminable at will. Likewise, Employee may terminate this agreement upon thirty (30) days written notice to the Mayor.

3. COMPENSATION AND BENEFITS

As compensation for services to the City during the term of this Agreement, in whatever capacity rendered, the Employee shall be paid a total salary of \$103,000 annually based upon a 40- hour work week, payable in equal convenient installments, not less than biweekly. Such compensation shall include all longevity, education and briefing pay. The Common Council may authorize future raises, based upon performance appraisals conducted by the Mayor in conjunction with the Police Board. The benefits afforded to Employee by this Agreement shall be as stated in Appendix 1 to this Agreement

4. POSITION AND DUTIES

The City shall employ Employee as its Chief of Police. The Employee's powers and duties shall be those contained in the job description annexed hereto and made part hereof as Appendix 2, and as Employee may be directed from time-to-time by the Mayor. The Employee shall report to the Mayor. The Employee shall devote his best efforts and full business time and energy to the business of the City.

5. RESIDENCY

Section 45(1) of the Charter of the City of Lockport states that emergency situations arise which require employees of the City of Lockport to be near their place of employment, to assume the continuation of public services to protect the health, safety, and general

welfare of the people and that those who are residents of the City of Lockport take a greater interest in promoting the public safety and health in the future of this community than do

nonresidents who reside in areas unaffected by City of Lockport services. Therefore, employees hired must be residents of the City of Lockport.

6. VEHICLE AND EQUIPMENT USE

Any vehicle required for business use by the Employee shall be from the existing vehicle fleet of the City. In the event of any personal use of such vehicle, the Employee shall appropriately document such use and submit periodic reports of such use to the City. Any personal use shall be considered income to the Employee and reported as such to the Employee and the appropriate government entities and I.R.S. reimbursement rate and the Employee shall be solely responsible for and subject to any taxes due as a result thereof.

7. CONFIDENTIALITY

The Employee acknowledges that this position is entrusted with confidential information about certain companies and individuals and as such the Employee agrees that he shall not, during and after the term of his employment, disclose all or any part of the confidential information of the City to any person, firm, corporation, association, or other entity for any reason or purpose (Confidential information means any information not generally known to the public, or which if known became known as a result of a breach of duty or wrongful act, which information pertains to the business operations of the City and which became or becomes known to Employee or was or is generated by Employee in the course of his employment with the Employer. Confidential information includes, but is not limited to, costs, estimates, programs, forecasts, negotiating positions, and strategic plans.) The Employee hereby stipulates and agrees that a breach of this paragraph will result in irreparable damage and injury to the City, for which no money damages could adequately compensate. Thus, if the Employee breaches this paragraph, in addition to all other remedies to which the City may be entitled, the Employee agrees that the City shall be entitled to an injunction to enforce the provisions of the Agreement, to be issued by any court of competent jurisdiction, to enjoin and restrain the Employee and each and every person, firm or corporation, concerned or acting in concert with the Employee, from the continuance of such breach. The Employee waives any claim or defense that an adequate remedy at law exists for any such breach. The obligations of the Employee pursuant to this paragraph shall survive the termination of this agreement.

8. CONFLICTS

The Employee represents that he is not under any legal or contractual obligation that would conflict in any manner with his duties and obligations that the execution and performance of this Agreement by the Employee shall not breach any agreement to which he is a party or by which he is bound.

9. DEFENSE AND INDEMNIFICATION

The City shall provide for the defense and indemnification of Employee for actions or omissions made in the ordinary course of this employment. Employee shall request assistance under this section by forwarding any and all suits or subpoena or by making a written request to the City Attorney and Mayor within three (3) business days of their receipt or any summons, complaint, process, notice, demand, or pleading that may require defense and indemnification coverage.

10. NON-WAIVER

The waiver or failure to take action with regard to any breach of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver or waiver of any other breach of the same or any other term or condition hereof.

11. ASSIGNMENT

This Agreement shall be binding on the City, its successors and assigns. This Agreement is for the unique personal services of the Employee and is not assignable, or delegable, in whole or in part, by the Employee.

12. MODIFICATION

No modification of this Agreement shall be binding unless executed in writing and signed and dated by each of the parties thereto to be bound.

13. ENTIRE AGREEMENT

The terms and provisions of the Agreement constitute the entire agreement between the parties and supersede any previous oral or written communications, representations, or agreements with respect to the subject matter thereof.

14. MISCELLANEOUS

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby. Paragraph headings contained in this Agreement are for convenience of reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

This entire agreement is subject to Common Council approval.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year written below.

CITY OF LOCKPORT:

BY: _____

Dated: _____

CHIEF:

BY: _____

Dated: _____

APPENDIX 1

POLICE CHIEF COMPENSATION PACKAGE

1. Sick Leave will be accrued at the rate of 1 day per month and may be carried over year to year.
2. Personal Leave- Three (3) days per year. These days must be used in the calendar year they are awarded.
3. Vacation Leave — Annual leave will be earned and credited monthly. Employee will accrue 2.083 days/month, which can be used when earned in a minimum of half day increments. Employee can carry a maximum balance of 25 days of accumulated annual leave credit on their anniversary date, but can continue to accrue over the 25 days during any one year.
4. The Police Chief will not earn overtime compensation nor will he earn or bank compensatory time. The Police Chief may utilize "Flex" time to account for hours worked outside normal business hours attending meetings, events, and emergency incidents. Said "Flex" time may be earned in one timesheet and must be used in the current or next timesheet. There shall be no accumulation of "Flex" time after the next timesheet in which it was earned.
5. Paid Holidays — 10 days. If worked, the holiday may be used later in the year with the provision that any unused holidays cannot be carried over into the next calendar year.
6. Upon retirement, 50% of the value of unused sick leave accrued will be paid in a lump sum at the time of retirement. Any vacation, personal leave days, earned during the year will be paid in full.
7. Uniform purchases, replacement, and/or reimbursements will be submitted to the Mayor for review and approval.

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

Agenda Description: Authorize Purchases from H204 Infrastructure Fund	
Proposed By: Chief Treatment Plant Operator	Date Submitted: 11/6/2023
<i>Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.</i>	
Summary: This resolution would authorize the City to proceed with two improvements with water filtration - (1) a major turbidity system upgrade to monitor the filters, and (2) filter plant heating system upgrades.	
Financial Impact (for current and following year): The total cost for the turbidity improvement is \$59,715 and is via NY State Contract #PC67243. The total cost of the heating improvement is \$8,792 and is NY State Contract #PC69879. The total cost of both projects is \$68,507 which would be expensed from the H204 FX infrastructure improvement fund. There is \$46,685 in this fund, and \$21,822 would be moved into the fund from the FX contingency account, which has \$107,979 of the original \$108,779 budget remaining in FY 2023.	
Explanation of attachments: (1) resolution, (2) two quotes, (3) email explanation, (4) H204 budget report, (5) water contingency report.	
For Requests Involving Budget Amendments:	
Increase Line Item:	Decrease Line Item:
FX.9901.592000.H Interfund to Capital \$21,822	A.1900.54775 Contingency \$21,822
For Finance Director to Fill Out:	
Date of Approval: 11/22/2023	Resolution:

RESOLUTION #5 AUTHORIZE PURCHASES FROM H204 INFRASTRUCURE FUND

Whereas, the City of Lockport's Water Filtration Chief Operator has requested plant improvements to the turbidity system and heating system; and

Whereas, the department has compiled a quote for turbidity improvements from Hach for a total of \$59,714.87 under NY State Contract #PC67243; and

Whereas, the department has compiled a quote for heating system improvements from Grainger for a total of \$8,791.16 under NY State Contract #PC69879; and

Resolved, that the City of Lockport Common Council hereby approves of the City to enter into agreement with Hach and Grainger, utilizing funds in the H204 capital project (FX Infrastructure Improvements) and that the FY 2023 Water Fund Budget is amended as follows:

Expenditures

Decrease

FX.1900.54775	Contingency	\$21,822
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Increase

FX.9901.59000.H	Interfund to Capital	\$21,822
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100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Quotation

Information

Grainger Quote Number 2055992258
Quote Start Date 11/01/2023
Quote Expiration Date 12/01/2023
Creation Date 11/01/2023
Grainger EIN Number 36-1150280
PO #
PO Create Date
PO Release #
Customer Number 801235516
Department Number
Project/Job Number PC69879
Requisitioner Name
Attention
Caller MARK SMITH
Telephone Number 7168076822
Page 1 / 2

Freight Forwarder

Customer Information

CITY OF LOCKPORT WATER
220 SUMMIT ST
LOCKPORT NY 14094-4860

Billing Information

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

Shipping Information

CITY OF LOCKPORT WATER
220 SUMMIT ST
LOCKPORT NY 14094-4860

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB DESTINATION
Freight Terms: Prepaid
Carrier: * See line item detail
Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	10D994	Exhaust Fan,36In Bl,Alum,208-230/460V Manufacturer: DAYTON Part Number: 10D994 Customer Part No.: NYS#PC69879 10D994 Carrier: Origin: CN		2.00	EA	1,298.12	2,596.24
20	5PV29	Hydronic Unit Heater,Hrzntl,2600cfm Manufacturer: DAYTON		2.00	EA	1,212.36	2,424.72



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Information

Grainger Quote Number	2055992258
Creation Date	11/01/2023
Customer Number	801235516
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
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Part Number: 5PV29
Customer Part No.: NYS#PC69879
5PV29
Carrier:
Origin: US

30	5PV54	Hydronic Unit Heater, Vrtcl, 1490cfm		4.00	EA	942.55	3,770.20
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Manufacturer: DAYTON
Part Number: 5PV54
Customer Part No.: NYS#PC69879
5PV54
Carrier:
Origin: US

Sub Total	8,791.16
------------------	-----------------

Total USD	\$ 8,791.16
------------------	--------------------

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.



Quotation

Quote Number: 100972060v1

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

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

Quote Date: 10/20/2023

Quote Expiration: 12/19/2023

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

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

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

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

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV445.99.53122	TU5 Series® TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, ISO Version. Standard lead time 25 days.	12	3,711.22	44,534.64
2	LXV404.99.01552	SC200 Universal Controller: 100-240 V AC with two digital sensor inputs, Modbus RS232/RS485 and two 4-20 mA outputs. Standard lead time 15 days.	2	3,570.57	7,141.14
3	LXV400.99.1A072	SC1000 Probe Module, 4 Sensors with Conduits, Modbus RS485, 110-240VAC with Conduits. Standard lead time 25 days.	1	1,978.80	1,978.80
4	LXV402.99.00002	db ee SC1000 Multi-parameter Universal Controller Display Module (without GSM/GPRS). Standard lead time 5 days.	1	4,240.84	4,240.84
5	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 3 days.	5	47.67	238.35
6	5920400	RS485 to USB Converter Kit. Standard lead time 15 days.	1	1,581.10	1,581.10
				Grand Total	\$ 59,714.87

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

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

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

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

ORDER TERMS:

Terms are Subject to Credit Review

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

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

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

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

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

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

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

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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

This Quote is good for a one time purchase

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

Sales Contact:

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



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

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

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

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

Export

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

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

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

ADVANTAGES OF WORKING WITH HACH

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

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

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

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

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

SALES TAX

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

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

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

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

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

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

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

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

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

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

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

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



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

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

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

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

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

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

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

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

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

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

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

Tim Russo

From: Dennis McNamara <dmcnamara@lockportny.gov>
Sent: Monday, November 6, 2023 11:42 AM
To: 'Tim Russo'
Subject: capital improvements/ filtration plant
Attachments: Hach turb. quote filters.pdf; Grainger Quotation filter plant heating.PDF

Hi Tim,

While I was off sick I had a chance to talk to the mayor. The Mayor and i feel it would be a good idea to finish the filter turbidity system/ upgrade this year.

This is proprietary to Hach. This is a capital improvement to the filter plant. The turbidity system is required by law to monitor the filters.

Please see the attached quote. The grand total is \$59,714.87.

I do not know how much I have left in the capital fund but if there is enough it would be a good idea to do some capital upgrades to the filter plant heating system.

Please see attached quote. All items individually are under the \$3,000.00 mark. The total cost would be \$8,791.16

Thanks
Dennis.

Budget Performance Report

Life-to-Date to 11/22/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund	H204 - Active, FX Infra. Improvements								
	REVENUE								
Department	8397 - Water Equipment & Cap Outlay								
32801	Interfund Revenue								
32801.FX	Interfund Revenue From Water Fund	.00	236,267.00	236,267.00	.00	.00	236,267.00	.00	100
	32801 - Interfund Revenue Totals	\$0.00	\$236,267.00	\$236,267.00	\$0.00	\$0.00	\$236,267.00	\$0.00	100%
Department	8397 - Water Equipment & Cap Outlay Totals	\$0.00	\$236,267.00	\$236,267.00	\$0.00	\$0.00	\$236,267.00	\$0.00	100%
	REVENUE TOTALS	\$0.00	\$236,267.00	\$236,267.00	\$0.00	\$0.00	\$236,267.00	\$0.00	100%
	EXPENSE								
Department	8397 - Water Equipment & Cap Outlay								
52480	Infrastructure-Water System	.00	199,903.86	199,903.86	.00	3,527.58	149,690.93	46,685.35	77
59000	Interfund Transfer To								
59000.H	Interfund Transfer To Capital	.00	36,363.14	36,363.14	.00	.00	36,363.14	.00	100
	59000 - Interfund Transfer To Totals	\$0.00	\$36,363.14	\$36,363.14	\$0.00	\$0.00	\$36,363.14	\$0.00	100%
Department	8397 - Water Equipment & Cap Outlay Totals	\$0.00	\$236,267.00	\$236,267.00	\$0.00	\$3,527.58	\$186,054.07	\$46,685.35	80%
	EXPENSE TOTALS	\$0.00	\$236,267.00	\$236,267.00	\$0.00	\$3,527.58	\$186,054.07	\$46,685.35	80%
Fund	H204 - Active, FX Infra. Improvements Totals								
	REVENUE TOTALS	.00	236,267.00	236,267.00	.00	.00	236,267.00	.00	100%
	EXPENSE TOTALS	.00	236,267.00	236,267.00	.00	3,527.58	186,054.07	46,685.35	80%
Fund	H204 - Active, FX Infra. Improvements Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,527.58)	\$50,212.93	(\$46,685.35)	
	Grand Totals								
	REVENUE TOTALS	.00	236,267.00	236,267.00	.00	.00	236,267.00	.00	100%
	EXPENSE TOTALS	.00	236,267.00	236,267.00	.00	3,527.58	186,054.07	46,685.35	80%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,527.58)	\$50,212.93	(\$46,685.35)	

Budget Performance Report

Date Range 01/01/23 - 12/31/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund FX - Water Fund									
EXPENSE									
Department 1900 - Special Items									
54070	Insurance	54,000.00	.00	54,000.00	.00	1,930.09	46,088.41	5,981.50	89
54078	Gasoline, Oil, Diesel Fuel	34,200.00	.00	34,200.00	.00	12,204.98	21,995.02	.00	100
54775	Contingency	108,779.00	(800.00)	107,979.00	.00	.00	.00	107,979.00	0
Department 1900 - Special Items Totals		\$196,979.00	(\$800.00)	\$196,179.00	\$0.00	\$14,135.07	\$68,083.43	\$113,960.50	42%
EXPENSE TOTALS		\$196,979.00	(\$800.00)	\$196,179.00	\$0.00	\$14,135.07	\$68,083.43	\$113,960.50	42%
Fund FX - Water Fund Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		196,979.00	(800.00)	196,179.00	.00	14,135.07	68,083.43	113,960.50	42%
Fund FX - Water Fund Totals		(\$196,979.00)	\$800.00	(\$196,179.00)	\$0.00	(\$14,135.07)	(\$68,083.43)	(\$113,960.50)	
Grand Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		196,979.00	(800.00)	196,179.00	.00	14,135.07	68,083.43	113,960.50	42%
Grand Totals		(\$196,979.00)	\$800.00	(\$196,179.00)	\$0.00	(\$14,135.07)	(\$68,083.43)	(\$113,960.50)	

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

Agenda Description:		Authorize Contract for Street Maintenance Payloader Attachment	
Proposed By:		FY 2024 Budget	Date Submitted: 11/22/2023
<i>Please provide to Finance Director <u>at least two weeks</u> prior to Council meeting.</i>			
Summary: The FY 2024 Budget included funding for a payloader attachment that will assist the crew in street maintenance perform their duties. This resolution would authorize the City to enter into a contract for said purchase.			
Financial Impact (for current and following year): Funding included in the FY 2024 Budget in line item A.5110.52030.			
Explanation of attachments: (1) resolution, (2) bid with State Bid reference, (3) budget printout			
For Requests Involving Budget Amendments:			
Increase Line Item:		Decrease Line Item:	
NA		NA	
For Finance Director to Fill Out:			
Date of Approval:		Resolution:	
11/28/2023			

RESOLUTION #6 AUTHORIZE PUBLIC WORKS PURCHASE

WHEREAS, the City of Lockport has appropriated \$113,423 in A.5110.52030 in the FY 2024 appropriation for a trimmer attachment; and

WHEREAS, the Director of Streets, Parks, and Distribution has collected a bid from Stephenson Equipment, Inc. for a total of \$113,423 under NYS OGS bid PC69840 with a lead time of 35 to 37 weeks; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Lockport Common Council hereby approves the City to enter into a purchasing agreement with Stephenson Equipment, Inc.

SEI STEPHENSON EQUIPMENT, INC.

Pennsylvania Locations:
Harrisburg, PA • Philadelphia, PA • Pittsburgh, PA • Wilkes-Barre, PA

New York Locations:
Albany, NY • Syracuse, NY

Maryland Location:
Aberdeen, MD (Service Only)

Corporate Office: 7201 Paxton Street Harrisburg, PA 17111 Phone: 717-564-3434 Fax: 717-564-7580 Toll Free: 800-325-6455
Syracuse Office: 6018 Drott Drive Syracuse, NY 13057 Phone: 315-432-0779 Fax: 315-432-0676 Toll Free: 800-368-6455
2/22/23



Batavia, New York

Jim & Chip,

Please see the following NYS OGS quote for our Diamond boom mowers. I'll break down some details below to share with the City of Lockport below.

		NYS OGS PC69840
DBM-C-N	22 Foot Rear Cradle Boom - includes boom, mounting hardware, transport lock, hydraulic actuator, auxiliary oil cooler, pump & grill guard, polycarbonate safety glass & wheel weights	\$41,170.00
101	Four- Function IBC, Proportional Joystick	\$9,025.00
DBR050-H	50" Boom Rotary	\$12,694.00
48-0003	Factory Authorized Mounting - Rear Cradle Boom Mowers	\$7,354.00
Freight		<u>+\$2,700.00</u>
Grand Total:		<u>\$72,943.00</u>

NOTE:

Lead Time 30-32 weeks. *Front Tire Size 340/85R24. Massey 5711D, 4WD

		NYS OGS PC69840
LBM-C-EE	25 Foot Wheel Loader Boom (Tier 5 30,000 lb. or larger loader) – includes four-function proportional control joystick, hydraulic actuator, and polycarbonate safety shield.	\$90,617.00
DBR060-H	60" Boom Rotary	\$13,873.00
JD Hi Vis	Wheel Loader Hooks - JD Hi Vis	\$6,033.00
Freight		<u>+\$2,900.00</u>
Grand Total:		<u>\$113,423.00</u>

NOTE:

2021 JD544P Loader

This unit will require a minimum 30,000 pound or larger wheel loader. We will require the make, model, and coupler measurements for engineering approval prior to accepting an order. The average installation timeframe is 10-12 hours. SEI can provide an installation quote if requested. Wheel Loader Boom Mowers include four-function proportional control joystick, hydraulic actuator, and polycarbonate safety shield. Wheel Loader Booms do not include the wheel loader hooks or brackets for the polycarbonate safety glass. Diamond does not provide hydraulic hoses from wheel loader to the attachment. **Lead Time 35-37 Weeks**

Thank you for the opportunity to quote. Let me know if you have any questions or concerns. Best of luck on your deal.

Tim

Account	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Amended Budget	2024 Department Requested	2024 Mayor Recommended	2024 Adopted
Fund A - General Fund								
EXPENSE								
Department 3620 - Code & Safety Inspection								
Contractual								
	Adopted							
	Adopted							
	Phone 3					12.0000	31.28	375.36
	Tablet Access					12.0000	125.00	1,500.00
	Adopted Totals							\$2,454.96
54765	Judgement and Claims	.00	.00	.00	872.00	.00	.00	.00
	Contractual Totals	\$23,620.53	\$22,631.88	\$46,562.42	\$62,507.00	\$59,854.00	\$47,775.00	\$47,775.00
Employee Benefits								
58010	FICA	19,524.54	19,112.89	20,442.14	21,585.00	21,997.00	21,997.00	21,997.00
58020	Workers Compensation	20,772.29	15,901.12	20,546.16	21,513.00	16,374.00	16,390.00	16,390.00
58040	Hospital & Medical Insurance	65,351.59	57,838.48	70,315.81	72,000.00	95,591.00	97,117.00	97,117.00
58050	Retirement	35,458.59	34,219.21	30,678.25	32,663.00	31,460.00	37,218.00	37,218.00
	Employee Benefits Totals	\$141,107.01	\$127,071.70	\$141,982.36	\$147,761.00	\$165,422.00	\$172,722.00	\$172,722.00
	Department 3620 - Code & Safety Inspection Totals	\$421,313.45	\$400,268.65	\$458,814.53	\$484,525.00	\$513,069.00	\$508,290.00	\$508,290.00
Department 5110 - Street Maintenance								
Personal Services								
51010	Full Time Wages	641,399.41	582,098.91	555,475.29	678,087.00	721,474.00	744,488.00	749,197.00
51040	Part Time Wages	44,636.68	.00	.00	.00	.00	.00	.00
51060	Temporary / Seasonal	.00	22,068.40	13,963.20	20,000.00	25,000.00	14,000.00	14,000.00
51100	Overtime	72,493.07	79,653.33	147,741.21	90,000.00	95,000.00	95,000.00	95,000.00
51120	Longevity	11,750.00	12,650.00	8,350.00	7,950.00	10,450.00	10,675.00	10,675.00
51130	Out of Grade	5,114.20	19,706.49	45,917.45	5,000.00	5,000.00	5,000.00	5,000.00
51160	Shift Differential	6,315.45	5,094.98	4,910.49	5,184.00	6,500.00	6,500.00	6,500.00
51170	Additional & Other Compensation	1,800.00	45,600.00	8,335.79	.00	.00	.00	.00
51185	Allowances	8,475.00	7,850.00	7,850.00	9,166.00	8,750.00	8,750.00	8,750.00
	Personal Services Totals	\$791,983.81	\$774,722.11	\$792,543.43	\$815,387.00	\$872,174.00	\$884,413.00	\$889,122.00
Equipment and Capital Outlay								
52030	Motor Vehicle Equipment	.00	.00	.00	.00	.00	113,423.00	181,423.00
Budget Transactions								
	Level	Transaction			Number of Units	Cost Per Unit	Total Amount	
	Adopted	Plow Truck			1.0000	68,000.00	68,000.00	
	Adopted	Trimmer attachment for payloador via NYS bid			1.0000	113,423.00	113,423.00	
	Adopted Totals							\$181,423.00
52035	Public Works Equipment	24,225.37	4,850.00	296,729.84	57,000.00	40,500.00	24,500.00	24,500.00
Budget Transactions								
	Level	Transaction			Number of Units	Cost Per Unit	Total Amount	
	Adopted	Air compressor for shop			1.0000	7,500.00	7,500.00	

RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS IN CONNECTION
WITH A COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the New York State Community Development Block Grant Program provides funding to communities under the Economic Development Program to undertake activities that focus on economic development needs such as creating or expanding job opportunities, and

WHEREAS, Big Ditch Brewing Company LLC (hereinafter the "Company") is proposing to construct leasehold improvements and acquire furnishings, fixtures and equipment in connection with the establishment of a restaurant/taproom, event space, and small-batch brewery in the former Post Office Building at 1 East Avenue in the City (the "Project"); and

WHEREAS, the Project will have an estimated cost of \$1,875,000 and will create an estimated 52 new full-time equivalent employment opportunities within the City of Lockport; and

WHEREAS, the City of Lockport (the "City") has submitted an application to the New York State Office of Community Renewal ("OCR") for \$750,000 in grant funding to assist the Project; and

WHEREAS, the City desires to partner with The Greater Lockport Development Corporation ("GLDC") which would act as a subgrantee for the grant funding, which would be used by GLDC to make a term loan and deferred loan to the Company to fund a portion of the Project costs.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby designated as the Environmental Certifying Officer for the purposes of complying with the applicable federal environmental review requirements for the OCR grant, and be it further

RESOLVED, that the Mayor is hereby authorized to execute the OCR grant agreement and all related documents associated with the OCR grant, including agreements with GLDC relating to the use and administration of the grant funds, subject to review and approval by the City Attorney.

11

By Alderman _____:

Whereas the Locks Historic District Commission (LHDC) successfully applied for a grant from the State Office of Parks, Recreation and Historic Recreation to fund the design and construction of wayfinding signs throughout the city; and

Whereas the wayfinding signs have now been installed at numerous locations along the city rights of way to assist visitors to locate various landmarks and attractions and the LHDC wishes to convey by gift all the signs so constructed and installed; now be it

Resolved, that the Common Council, on behalf of the City of Lockport, accepts the wayfinding signs and assumes all future responsibility to maintain the signs in the future.



Office of the

12
LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

Mayor

December 11, 2023

To: The Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby make the following appointments to the Commissioners of Deeds:

1. Annie Coburn-Kane, 99 Lake Street, Wilson, NY 14172
2. James P. Majka, 4213 Washington Street, Niagara Falls, NY 14305
3. James Sacco, 6944 Creekview Drive, Lockport, NY 14094
4. Nicole Cafarella, 826 James Avenue, Niagara Falls, NY 14305
5. Christopher Robins, 534 College Avenue, Niagara Falls, NY 14305
6. Jason J. Cafarella, 826 James Avenue, Niagara Falls, NY 14305
7. Michael E. Benedict, 38 Woodbury Drive, Lockport, NY 14094
8. Andrew G. Rosenberg, 242 Genesee Street, Lockport, NY 14094
9. Susan Dunford, 6762 Bear Ridge Road, Lockport, NY 14094
10. Lisa Swanson Gellerson, 86 Roby Street, Lockport, NY 14094
11. Michelle M. Roman, 30 Cherry Street, Lockport, NY 14094
12. Thomas Lupo, 17 Bobolink Lane, Lockport, NY 14094
13. James Dean, 435 79th Street, Niagara Falls, NY 14304
14. Debra Allport, 161 Lincoln Ave., Lockport, NY 14094
15. Molly A. Lawson, 24 Grosvenor Street, Lockport, NY 14094
16. Victoria Pearson-Breau, 496 Davison Road, Lockport, NY 14094
17. Stasia Lynn Donohue, 3895 Ewings Road, Lockport, NY 14094
18. Alix Hutchison, 6440 Bartz Road, Lockport, NY 14094
19. Doreen M. Cafarella, 1441 Fort Avenue, Niagara Falls, NY 14303
20. Amber Hill, 2247 Pierce Avenue, Niagara Falls, NY 14301

Said term expires on December 31, 2025.

Witness my hand and the seal of the City of Lockport, New York this 11th day of December 2023.

Sincerely,

Michelle M. Roman
Mayor

Sarah K. Lanzo
City Clerk

MMR/mal

Cc:A.Kane
J. Majka
J. Sacco
N.Cafarella
C. Robins
J. Cafarella
M. Benedict
A. Rosenberg
S. Dunford
L. Swanson Gellerson
M. Roman
T. Lupo
J. Dean
D. Allport
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D. Cafarella
A. Hill