

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

February 28th, 2024
6:00 P.M.

Mayor John Lombardi III called the meeting to order.

ROLL CALL

The following Common Council members answered the roll call:

Aldermen Craig, Devine, Fogle, Kirchberger, Lupo, Mullane

INVOCATION

MAYOR'S UPDATE

RECESS

Recess for public input.

022824.1

APPROVAL OF MINUTES

On motion of Alderman Fogle, seconded by Alderman _____, the minutes of the Regular Meeting of February 14th 2024 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:

Alexis T. Cacciatore, 9075 Chestnut Ridge Road is appointed to Heavy Equipment Operator for the City of Lockport Highway and Parks Department effective February 5th 2024. Said appointment is provisional and subject to the City of Lockport's Municipal Civil Service Rules and Regulations.

Thomas E. Machamer, 155 Park Avenue has been appointed to Heavy Equipment Operator for the City of Lockport's Highway and Parks Department effective February 5th 2024. Said appointment is provisional and subject to the City of Lockport's Municipal Civil Service Rules and Regulations.

Mark J Haenle II, 6538 Heather Drive has been appointed to Public Works Supervisor for the City of Lockport's Highway and Parks Department effective February 12th 2024. Said appointment is provisional and subject to the City of Lockport's Municipal Civil Service Rules and Regulations.

Joel P. Diel, 4535 County Line Road, Holley, NY has been appointed to Heavy Equipment Operator for the City of Lockport's Highway and Parks Department effective February 12th 2024. Said appointment is provisional and subject to the City of Lockport's Municipal Civil Service Rules and Regulations.

FROM THE CITY CLERK

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

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

2/14/2024 Sarah K. Lanzo, City Clerk – notification of bids received on February 14th, 2024 in response to the **RFP for Plow Truck**.

Basil Chevrolet	\$226,651.80
5111 Transit Road	\$75,550.60/each
Depew, NY 14043	

2/12/2024 Standard 30-day Advance Notice to the City of Lockport regarding the On-Premises Alcoholic Beverage License submitted by the Kenan Center, 433 Locust Street.

Notice of Complaint:

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

Notice of Claim:

Douglas Weaver, 503 Park Avenue, Apt 5, against the City of Lockport.

Referred to the Corporation Counsel.

MOTIONS & RESOLUTIONS

022824.2

By Alderman Craig:

Resolved that the Mayor and City Clerk be authorized to issue orders in favor of the claimants for payrolls, bills and services to be paid on February 29th, 2024.

Seconded by Alderman _____ and adopted. Ayes _____.

022824.3

By Alderman Craig:

Resolved, that claims authorized for payment by the Director of Planning and Development, and subsequently paid from the Community Development Escrow Account, be and the same are hereby approved.

Seconded by Alderman _____ and adopted. Ayes _____.

022824.4

By Alderman: _____

Resolved that the Youth Board is hereby granted permission to conduct an Independence Day Parade on Wednesday, July 3, 2024, commencing at 7:00 PM at Lockport High School, north on Locust Street to Ulrich City Centre, subject to the approval of the Parade route by the Police Chief and issuance of a parade permit by the City Clerk.

Seconded by Alderman _____ and adopted. Ayes _____.

022824.5

By Alderman: _____

Whereas the Common Council desires to host the Independence Day fireworks downtown for 2024 Independence Day celebrations. NOW, THEREFORE, BE IT

Resolved that the Mayor be and is hereby authorized to enter into an agreement with a vendor to provide fireworks downtown July 4, 2024

Resolved that permission is hereby granted to use the City owned property located at 71 Gooding Street for said fireworks display subject to the approval of the Fire Chief, and be it further

Resolved that the Director of Highways Parks and Water Distribution is hereby authorized and directed to arrange for delivery of barricades, traffic cones, and street closed signs to the area prior to the event.

Seconded by Alderman _____ and adopted. Ayes _____.

022824.6

By Alderman: _____

Whereas General City Law 20(3) authorizes the City to accept donations from individuals or organizations, and to use said donations per the restrictions placed on them by the donor, regardless of minimum value; now, therefore, be it

Resolved that the Mayor and Common Council do hereby extend thanks and appreciation to the Redmen's Club, for a donation of \$5,000 to be used for _2024 Fireworks; and

Resolved that the FY 2024 General Fund budget be amended as follows:

Revenue

Increase

A.8510.32705	Gifts and Donation	\$5,000
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Expenditures

Increase

A.8510.54515	Special Supplies	\$5,000
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Seconded by Alderman _____ and adopted. Ayes _____.

022824.7

By Alderman: _____

Whereas the City is the owner of Exchange Field at Outwater Park and the Rotary Club Community Pool's Men's Locker Room located on Corinthia Street, Lockport, New York.

Whereas Lockport Wildcats Minor Professional Adult Football team wishes to use said field and locker rooms for the purpose of playing semi-professional football on the following dates: 5/18, 6/8, 6/15, 7/13 and 7/20. Post season use (TBD on league standings), 8/10 and 8/17.

Whereas the Wildcats have partnered with Lockport Little Loop football club this season to bring Saturday night entertainment to the Lockport community.

Whereas Lockport Wildcats Minor Professional Adult Football is a For-Profit organization that promotes social welfare and physical fitness and it lessen the burdens of government by promoting the participation of people in sports, thereby enhancing their quality of life, by providing a public venue or venues for sports and recreational activities in the City of Lockport, New York.

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

Resolved that the Lockport Wildcats maintain the conditions of the Exchange Field at Outwater Park and the Rotary Community Pool Locker Room.

Seconded by Alderman _____ and adopted. Ayes _____.

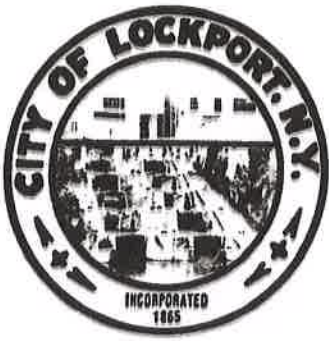
022824.8

ADJOURNMENT

At _____ P.M. Alderman Fogle moved the Common Council be adjourned until 6:00 P.M., Wednesday, March 13th, 2024.

Seconded by Alderman _____ and adopted. Ayes _____.

SARAH K. LANZO
City Clerk



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

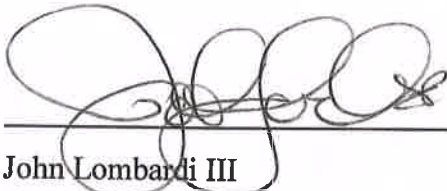
February 5, 2024

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Alexis T Cacciatore of 9075 Chestnut Ridge Rd, Middleport, NY 14105 to Heavy Equipment Operator of the Highway and Parks Department. This is a permanent position effective February 5, 2024.

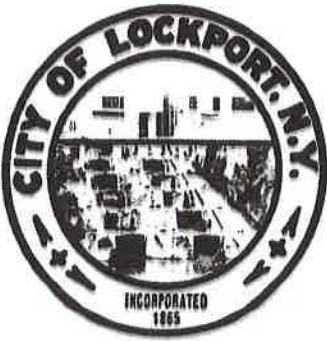
Said appointment is provisional and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 5th day of February 2024.



John Lombardi III
Mayor

cc:A. Cacciatore
C. Dimmick
City Clerk ✓



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

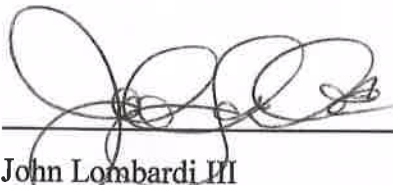
February 5, 2024

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Thomas E. Machamer of 155 Park Avenue, Lockport, NY 14094 to Heavy Equipment Operator of the Highway and Parks Department. This is a permanent position effective February 5, 2024.

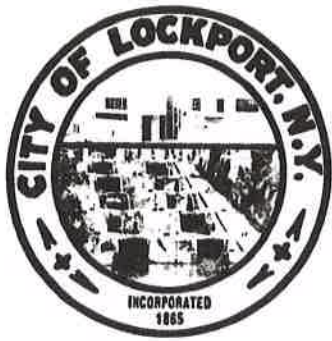
Said appointment is provisional and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 5th day of February 2024.



John Lombardi III
Mayor

cc:T. Machamer
C. Dimmick
City Clerk ✓



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

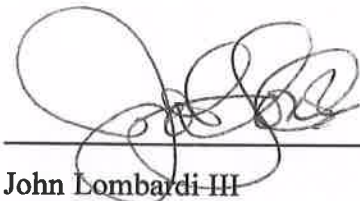
February 12, 2024

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Mark J. Haenle II of 6538 Heather Drive, Lockport, NY 14094 to Public Works Supervisor of the Highway and Parks Department. This is a provisional position effective February 12, 2024.

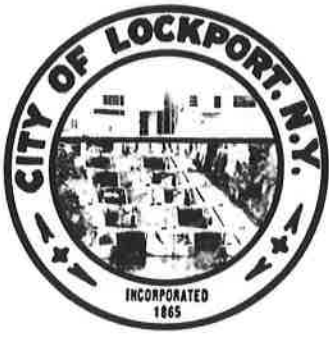
Said appointment is provisional and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 12th day of February 2024.



John Lombardi III
Mayor

cc: M. Haenle
C. Dimmick
City Clerk



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

February 12, 2024

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Joel P. Diel, of 4535 County Line Road, Holley, NY 14470 to Heavy Equipment Operator of the Highway and Parks Department. This is a provisional position effective February 12, 2024.

Said appointment is provisional and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 12th day of February 2024.



John Lombardi III
Mayor

cc: J. Diel
C. Dimmick
City Clerk



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

Plow Truck Purchase

Notice is hereby given that sealed proposals for the services above will be received and considered by the City of Lockport **up to 2 pm on February 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 cityclerk@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).

Publish Date: January 31, 2024

REQUEST FOR PROPOSAL (RFP)

Plow Truck

The City of Lockport, NY, is inviting qualified vendors/contractors to submit proposals for the purchase of a few plow trucks (Three). The City Common Council has appropriated \$68,000/each in A.5110.52030 in the FY 2024 budget for a plow truck.

Equipment Scope and Requirements:

- Make and Model: 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck
- Preferred Equipment Group: 1WT Work Truck
- Additional Features as Available:
 - Rear Camera Kit (5N5)
 - Spare tire delete (9L3)
 - Upfitter switch kit, (5) (9L7)
 - Seats, front 40/20/40 split-bench (AZ3)
 - Defogger, rear-window electric (C49)
 - Rear axle, 3.73 ratio (GT4)
 - Exterior Color: Sterling Gray Metallic (GXD)
 - Interior Color: Jet Black, Vinyl seat trim (H2G)
 - Audio System: Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo (IOR)
 - Battery: Auxiliary, 700 cold-cranking amps/70 Amp-hr (K4Z)
 - Alternators: Dual, 220-amps primary, 170-amps auxiliary (KHF)
 - Engine: 6.6L VB with Direct Injection and Variable Valve Timing, gasoline (LBT)
 - Transmission: Allison 10-Speed automatic (MKM)
 - Emissions: NE1
 - Skid Plates: NZZ
 - Wheels: 17" painted steel (PYW)
 - Tires: LT235/80R17E all-terrain, blackwall (QZT)
 - License Plate Kit: Front (VK3)
 - Snow Plow Prep Package: VYU
 - Dump Body: Make and Model: Air Flo-Stainless 9' 3-4
 - Specifications:
 - 9' 3.2 Yard "Air Flo Stainless" Dump Body
 - 17" Sides and 23" Tailgate - #201 Stainless
 - All 10 and 12 gauge construction - Sides/Front/Rear
 - 1/4" Trapezoidal Long Sills
 - 7-gauge stainless steel - #201 Stainless
 - Double Wall Construction Sides - Polished #201 Stainless
 - 1/4 Cab Shield with Screen Window - Polished #201 Stainless
 - Boxed Top Rails
 - Exclusive "Quick Latch" Tailgate Locking Mechanism
 - Elect/Hyd., Dia, Scissors Type Hoist - Approx. Capacity 11 Ton

- Installed Lights/Flaps
- Manufactured in New York State
- Body Up Light - NYS Law
- Plow: Make and Model: Western 8' Pro Plus Plow
- Specifications: Complete installation

Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- Compliance with Specifications: The extent to which the proposed equipment meets the specified requirements.
- Price: The overall cost of the equipment and installation.
- Experience and References: The vendor's experience in providing similar equipment and references from previous clients.
- Delivery Timeline: The proposed timeline for delivering and installing the equipment.
- Warranty and Support: The availability and terms of warranty and ongoing support services.

Proposal Submission:

- Proposals should be submitted in paper format to the City of Lockport, NY, by the deadline noted on page 1. Proposals should be addressed to:

City of Lockport, NY
Attn: Plow Truck RFP
1 Locks Plaza
Lockport, NY 14094

- For specific question, please contact the Director of Streets, Parks, and Distribution at cdimmick@lockportny.gov.
- The City of Lockport, NY reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process.
- 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. The City will not reimburse any costs to produce the proposal.

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

1. Date Notice was Sent: 02/12/2024 1a. Delivered by: Certified Mail Return Receipt Requested

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

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

For **New** applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: LOCKPORT

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): N/A Expiration Date (if applicable): N/A

5. Applicant or Licensee Name: KENAN CENTER, INC.

6. Trade Name (if any): KENAN CENTER

7. Street Address of Establishment: 433 LOCUST ST.

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

9. Business Telephone Number of Applicant/Licensee: (716) 433-2617

10. Business E-mail of Applicant/Licensee: heather@kenancenter.org

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

12. Extent of Food Service:

- ☒ Full food menu; full kitchen run by a chef or cook ☒ Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment: Bar/Tavern

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

☐ Seasonal Establishment ☐ Juke Box ☒ Disc Jockey ☒ Recorded Music ☐ Karaoke

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

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☒ Other (specify): LIVE ENTERTAINERS, ATM

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

☐ None ☐ Patio or Deck ☐ Rooftop ☒ Garden/Grounds ☐ Freestanding Covered Structure

☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY

☐ Original☐ Amended

Date _____

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16. List the floor(s) of the building that the establishment is located on: **1ST FLOOR & 2ND FLOOR**
17. List the room number(s) the establishment is located in within the building, if appropriate: **1-bar, kitchen, dining, office, restrooms**
2-offices, storage
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☒ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☒ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
NIA **NIA**
Name Serial Number
21. Does the applicant or licensee own the building in which the establishment is located? ☒ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: **FIRST PRESBYTERIAN CHURCH OF LOCKPORT**
23. Building Owner's Street Address: **21 CHURCH STREET**
24. City, Town or Village: **LOCKPORT** State: **NY** Zip Code: **14094**
25. Business Telephone Number of Building Owner: **(716) 433-5905**

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

26. Representative/Attorney's Full Name: **NICOLE KIELAR**
27. Representative/Attorney's Street Address: **5008 MOUNT VERNON BLVD.**
28. City, Town or Village: **HAMBURG** State: **NY** Zip Code: **14075**
29. Business Telephone Number of Representative/Attorney: **(716) 777-4060**
30. Business E-mail Address of Representative/Attorney: **info@slasolutions.com**

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

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

31. Printed Principal Name: **WILLIAM PATTI** Title: **EXECUTIVE DIRECTOR**

Principal Signature: William Patti

RECEIVED

FEB 14 2024



CITY CLERK OFFICE

5008 MOUNT VERNON BLVD.

HAMBURG, NY 14075

585-633-3165

info@slasolutions.com

www.slasolutions.com

REQUEST FOR WAIVER OF THE 30 DAY MUNICIPALITY NOTIFICATION

Date: 2/12/2024

To the Municipality of: LOCKPORT

Please be advised that a waiver of the 30-day notification is requested on behalf of KENAN CENTER, INC. located at 433 LOCUST STREET, LOCKPORT, NY 14094. They are applying for an ON PREMISE LIQUOR LICENSE serving WINE, BEER & CIDER in a BAR/TAVERN establishment. This request is made to expedite the licensing process.

Thank You,

A handwritten signature in black ink, appearing to read "Robert Heil". The signature is fluid and cursive, written over a light blue horizontal line.

Robert Heil

If such waiver is granted, please write a letter to that effect, signed by an Official, on OFFICIAL municipality stationary and either fax, e-mail or forward it to:

Robert Heil, Liquor License Consultant

5008 Mount Vernon Blvd.

Hamburg, NY 14075

FAX : 866-910-5025

E-MAIL : info@slasolutions.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF _____

REC-2024
FEB 15 2024
CITY CLERK OFFICE
NOTICE OF CLAIM

In the Matter of the Claim of

Douglas A. Weaver

- against -

☐ Village ☐ Town ☒ City ☐ County of

Lockport NY 14094

TO: ☐ Village ☐ Town ☒ City ☐ County of

Lockport NY. 14094

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand against you as follows: 2 million dollars

1. The name and post-office address of the claimant and of his/her attorney is:

Claimant

Douglas A. Weaver
503 Park Ave APT 5
Lockport NY. 14094

Claimant's Attorney

Charles Desmond
Gibson McASKILL Crosby
69 Delaware Ave
Buffalo NY
(716) 984-9162

2. The nature of the claim:

Automobile accident on 01-24-24, in which claimant
was seriously injured, other vehicle attempted to pass claimant's
vehicle. There is no signage nor street markings. Additionally
traffic is circumvented from route 31 due to police partial
speedtraps. This causes traffic flow changes creating the danger

3. The time when, the place where and the manner in which the claim arose: The incident occurred on 01-24, 2024 at or about 12:45 ☐ a.m. ☒ p.m.,

other vehicle struck claimant's vehicle when attempting
to pass. This was a unsafe pass, in which some blame should be
assigned to the city of Lockport. Due to poor signage & markings

4. The items of damage or injuries claimed are:

Personal injury of claimant's neck, in which cervical
spin fusion is necessary for four levels
C4-C5, C5-C6, C6-C7

That said claim and demand is hereby presented for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: February 15th, 2024
Lockport, New York

Douglas Weaver
Signature

DOUGLAS WEAVER
Print Name

RECEIVED

FEB 15 2024

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

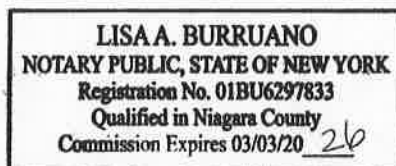
CITY CLERK OFFICE

I, Douglas Weaver, am the Claimant in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Douglas Weaver
Signature

Sworn to before me on this 15th
day of February, 2024.

Lisa A Burrano
Notary Public



Paula Halladay Travis

From: JL Behlau <jlbehlau@aim.com>
Sent: Monday, February 5, 2024 4:26 PM
To: phtravis@lockportny.gov
Subject: [EXTERNAL] [Possible SPAM] 2024 FIREWORKS SITE

Miss Paula,

The address I've used in the past a vacant lot on the East side of Gooding Street, running from approximately 44 Gooding Street to 71 Gooding Street. Keeping in mind that I must remain twenty-five feet from potential collisions with any "overhanging" objects, I can't quite fit 350 feet between the best shooting location and Gooding Street, which limits us to 5" shells or smaller. However, by shutting down Gooding Street from Caledonia Street (to the South) to the intersection of Grand and Clinton Streets (to the North), our margin of safety is increased significantly, this gives us over 420 feet, and allows us 6" shells which could be viewed by most of the city. I believe we did divert traffic at those two intersections in the past.

There is also the NYS Empire Trail, which runs along the canal... it would need to be blocked for about thirty minutes. As for permits, we will need one from the City of Lockport, one from the Canal Corporation and the NYSOFFPC which is added cost for the permit fees.

Tomorrow, I'll work up a \$12K Inventory so we can estimate the time better.

Thank you!

~Jerry

JL Behlau
Young Explosives Corporation
(315) 945-0774

YOUNG EXPLOSIVES CORPORATION

Fireworks Exhibition Agreement

This agreement made this 12th day of February, 20 24 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

City of Lockport

One Locks Place

Lockport, NY 14095

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

71 Gooding Street, Lockport, NY 14094

on the date of Thursday, July 4th, 20 24 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".

The Parties hereto mutually agree, one with the other, as follows:

1. Exhibition of Fireworks Display

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference thereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.

2. Spectator Control

The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

- a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with **no extra charge**. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, the cost of the insurance and the cost for special work and for nonrefundable fees outlined in this Agreement.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be **no charge**. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. **Terms of Payment**

a) The customer agrees to pay Young, or his agent, the total sum of Twelve Thousand Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:

☒ Night of the Exhibition, or ☐ on June 4th, 20 24.

b) In the event of customer's failure to pay when due all sums due Young under this Agreement, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees. In addition, the customer agrees to pay interest at the rate of 1 1/2 % per month on any delinquent balance which is not paid until paid in full.

7. **Counterpart Execution; Electronic Signatures**

This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

8. **Headings**

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. **Entire Agreement**

This Agreement for the Fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings, whether oral or written, regarding the subject matter hereof.

10. **Amendments; New York Law**

This Agreement cannot be modified or rescinded except by a written instrument signed by the Parties. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

11. **Miscellaneous**

(a) **Customer Contact Name(s) and Information**

1. Name: Paula Halladay Travis

Home/Work: (716) 439-6665

Cell: _____

Email: Phtravis@lockportny.gov

2. Name: _____

Home/Work: _____

Cell: _____

Email: _____

(b) **Contact Night of Display**

Name: JOHN LOMBARDI III

Cell: 716 553 0608

Time of Display: 9:30 ☐ AM ☒ PM

(c) **Send Invoice to:**

Name: City of Lockport

P.O. #: _____

Email: Phtravis@lockportny.gov

(d) **Insurance Information**

Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. Customer is responsible for providing all information needed for full insurance coverage.

City of Lockport

(e) Customer Requests

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc.

(f) Permits

☐ Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

☒ Young to apply for the Permit(s) on Customer's behalf:

Customer to pay the amount of \$ 100.00. Includes permit cost and fees. (Permit costs subject to change by the municipality)

☐ ADD the above permit costs to the display price on the front of the contract.

☒ INCLUDE the above permit costs in the display price on the front of the contract.

Total sum \$ 12,000.00 Dollars

**Young Explosives Corp.
Display Fireworks**

(800) 747-1781

(585) 394-1783

(585) 396-2663 Fax

P.O. Box 18653

Rochester, NY 14618

www.youngexplosives.com

E-Mail: fireworks@youngexplosives.com

The parties sign below:

J. L. Behlau
Young Explosives Corp.

WNY Sales Rep.
Title

Jerry L. Behlau
[Signature]
Customer

Mayor
Title

JOHN LOMBARDO III
(Please Print Name)

Approved as to form
Corporation Counsel
City of Lockport

By:

Date: 2-12-24

[EXTERNAL] Fireworks Show Inventory

From : JL Behlau <jlbehlau@aim.com>

Wed, Feb 07, 2024 12:35 AM

Subject : [EXTERNAL] Fireworks Show Inventory**To :** phtravis@lockportny.gov

Good (early) Morning, Miss Paula.

I finished this show writeup after lengthy discussions with folks in the office about "when" the price increase will go into affect. "In two weeks." was the most sure answer I was given.

Anyway, my current design consists of the following:

Pre-load aerial shells

296 - 3" pre-load aerial shells
45 - 4" pre-load aerial shells
54 - 5" pre-load aerial shells
18 - 6" pre-load aerial shells

Finale shells

100 - 3" Finale shells
24 - 4" Finale shells
2 - 6" Finale shells

- This is a twenty-minute (20') show when our pace is two shells every 6 seconds. with an approximately 35 to 40 second finale.
- I've removed all of the 2.5" aerial shells. Shells will achieve approximately 100' of height for every inch of diameter.
- There is no "tax" on the price of the show. Clients only pay what is on the contract, which includes fees for insurance, labor, truck rental, driver fee, city/town permit, thruway permit, canal permit (if required) and required material incidentals such as flares, wire, fusing, and so on.

Please feel free to call my cell phone for immediate responses to your questions.

Thank you.
Sincerely,
~Jerry

JL Behlau
Young Explosives Corporation
(315) 945-0774

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Friday, February 16, 2024 9:44 AM
To: Emily Stoddard
Subject: Fireworks donation acceptance
Attachments: Fireworks donation acceptance.docx

Emily,

Agenda: Redmen's Club Fireworks Donation

Resolution:

Whereas General City Law 20(3) authorizes the City to accept donations from individuals or organizations, and to use said donations per the restrictions placed on them by the donor, regardless of minimum value; now, therefore, be it

Resolved that the Mayor and Common Council do hereby extend thanks and appreciation to the Redmen's Club, for a donation of \$5,000 to be used for _2024 Fireworks; and

Resolved that the FY 2024 General Fund budget be amended as follows:

Revenue

Increase		
A.8510.32705	Gifts and Donation	\$5,000

Expenditures

Increase		
A.8510.54515	Special Supplies	\$5,000

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Resolved that the FY 2024 General Fund budget be amended as follows:

Revenue

Increase

A.8510.32705

Gifts and Donation

\$5,000

Expenditures

Increase

A.8510.54515

Special Supplies

\$5,000

Deputy City Clerk

From: Roland Davis <lockportrampage@gmail.com>
Sent: Wednesday, February 21, 2024 10:53 AM
To: Deputy City Clerk
Subject: Re: [EXTERNAL] Re: FW: 071223.7

Good morning,

The Lockport Wildcats Minor Professional Football team is once again requesting use of the Exchange Field at Outwater Park Facility and the Locker Rooms at the Rotary Club Community Pool for our 2024 season. The dates we are requesting use are as follows:

May 18
 June 8
 June 15
 July 13
 July 20

Post season (use TBD based on league rankings)
 August 10
 August 17

We are in the process of finalizing our insurance coverages and will provide as soon as possible.

Thank you for your time and consideration.

Roland N. Davis III
 President, Lockport Wildcats, Inc.

On Thu, Aug 24, 2023 at 11:34 AM Roland Davis <lockportrampage@gmail.com> wrote:
 Received, thank you.

On Thu, Aug 24, 2023 at 11:31 AM Deputy City Clerk <deputyclerk@lockportny.gov> wrote:

Good morning,

Please see attached.