

CITY OF LOCKPORT
COMMON COUNCIL MEETING AGENDA
REGULAR MEETING
January 22nd, 2025
6:00 PM

5:30 PM Committee of the Whole Meeting

6:00 PM Common Council Meeting

ROLL CALL

APPROVAL OF MINUTES **Craig:** Approve Common Council minutes of
012225.1 January 8th, 2025 meeting

COMMUNICATIONS

MOTIONS & **Craig:** Approve bills and payrolls
RESOLUTIONS 012225.2

Craig: Approval of Change Order to RWPS
 012225.3

Devine: Authorize Nussbaumer & Clarke to prepare
012225.4 and submit the 2024 annual CSO BMP report
 to NYSDEC

Craig: Shamus's St. Patrick's Day Event
012225.5

Fogle: Hospice Gran Fondo bike ride
012225.6

Devine: Western NY Disc Golf Club event 4/12/25
012225.7

Devine: Niagara Disc Golf events
012225.8

Kirchberger:Lockport Cares – Coldest Night of the Year
012225.9

ADJOURNMENT **Fogle:** Adjourn meeting to February 12th, 2025
012225.10

CITY OF LOCKPORT
COMMON COUNCIL PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

January 22nd, 2025
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 Fogle, Craig, Devine, Kirchberger, Lupo, Mullane.

INVOCATION

ANNOUNCEMENTS

RECESS

Recess for public input.

012225.1

APPROVAL OF MINUTES

On motion of Alderman Craig seconded by Alderman Devine, the minutes of the Regular meeting of January 8th, 2025 are hereby approved as printed in the Journal of Proceedings. Ayes 6. Carried.

FROM THE MAYOR

Appointments:

Michael Tucker, 32 Beattie Avenue, Lockport NY 14094, has been appointed to the City of Lockport Board of Fire Commissioners effective December 31, 2024. Said term ends December 31, 2026.

John K. Whalen, 258 Niagara Street, Lockport NY 14094, has been appointed to Heavy Equipment Operator of Water Distribution. Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

For the term of one year beginning 1/1/2025 expiring on December 31, 2025.

President of Common Council
Corporation Counsel
Deputy Corporation Counsel
Deputy Corporation Counsel

Kathryn Fogle
David E. Blackley
Anthony Serianni
John Sansone

2025 Common Council Standing Committees:

Finance Committee - Alderman Craig, Chairman

Members: Alderman Devine, Fogle, Kirchberger, Lupo, Mullane, Sue Mawhiney, Dan Cavallari

Public Health & Safety Committee - Alderman Lupo, Chairman

Members: Fire Chief, Police Chief, and Chief Building Inspector, Aldermen Craig, Devine, Fogle, Kirchberger, Mullane

Highways & Parks Committee - Alderman Kirchberger, Chairman

Members: Aldermen Craig, Devine, Fogle, Lupo, Mullane
City Engineer, Director of Streets and Parks

Water & Sewer Committee - Alderman Devine, Chairman

Members: Aldermen Craig, Fogle, Kirchberger, Lupo, Mullane
City Engineer, Sr. Building Inspector, Chief Operator/WWTP, Chief Operator Water, Director of Highways, Parks and Water Distribution

Personnel Committee - Alderman Fogle Chairman

Members: Aldermen Craig, Devine, Kirchberger, Lupo, Mullane, City Clerk, Personnel Officer

Washington Hunt Committee - Mayor Lombardi, Alderman Mullane, Chairman

Members: Alderman Devine, Corporation Counsel David Blackley

For their term of office:

Police Board

Alderman Kevin Kirchberger

Fire Board

Alderman John Craig

Community Cable Commission (LCTV)

Alderman Anita Mullane

Traffic Advisory Committee

Alderman Anita Mullane

Board of Estimate & Apportionment – Dan Cavallari - Chair,

Members: Sue Mawhiney-Treasurer, Mayor John Lombardi III, Alderman Craig-Finance Committee Chair, David Blackley- Corporation Counsel, Emily Stoddard-City Clerk

License Revocation Board - Alderman Lupo - Chairman

Members - Chief Building Inspector, Mayoral appointed residents

Buildings & Grounds Accessibility Committee-(Ad-Hoc) - Alderman Craig, Chairman

Members: City Clerk, Mayoral appointed community members

Tree Advisory Committee-(Ad-Hoc) – Alderman Mullane – Chairman

Received and filed.

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)

1/3/2025 Ann Murphy, from Shamus, requesting permission to hold the annual St. Patrick's Day Party on Saturday March 15th, 2025

1/10/2025 Allison Bolt, Niagara Hospice, request permission to hold the Gran Fondo bike ride for Saturday August 9th, 2025.

MOTIONS & RESOLUTIONS

012225.2

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 January 23rd, 2025.

Seconded by Alderman Lupo and adopted. Ayes 6.

012225.3

By Alderman Craig:

Whereas the City of Lockport (City) received a Federal American Rescue Plan (ARPA) Grant and has budgeted a portion of the funds to make improvements to the City Raw Water Pump Station (RWPS) located on River Road in North Tonawanda; and

Whereas the Project consists of General, Mechanical, and Electrical improvements to support installation of an emergency power generator at the RWPS; and

Whereas the City issued a Notice to Bid for interested GENERAL contractors for the Project and subsequently received and publicly opened and read bids on August 9, 2024 and awarded a contract to NFP and Sons, Inc. for the Base Bid amount of \$88,000 per Resolution 092524.5; and

Whereas subsequent to awarding the General Contract, bids were received for the Mechanical and Electrical Contracts; and

Whereas based up the bids received for the Mechanical and Electrical Contracts it was determined that there is adequate funding available for work related to adding a new overhead door at the RWPS (included as an Alternate Bid item for the General Contract which was not previously awarded); and

Whereas NFP and Sons, Inc. is willing to perform the work related to the new overhead door for a cost equivalent to their previously submitted Alternate Bid Item;

Now, therefore, be it resolved that the Mayor is authorized to execute Change Order No. 1 with NFP & Sons, Inc., 7311 Ward Road, North Tonawanda, NY 14120, in the amount of \$49,500.00 for work related to a new overhead door at the RWPS. The total General Contract price inclusive of Change Order No. 1 shall be revised to \$137,500.

Seconded by Alderman Mullane and adopted. Ayes 6.

012225.4

By Alderman Devine:

Whereas the City of Lockport (City) owns and operates a Combined Sewer Overflow (CSO) system (SPDES Permit No. NY0027057); and

Whereas the New York State Department of Environmental Conservation (NYDEC) requires the City to submit an annual report for the CSO system (report); and

Whereas Nussbaumer & Clarke, Inc. (Nussbaumer) has been assisting the City with preparation of the report since 2016 and has submitted a proposal dated January 13, 2025 to prepare the report;

Now, therefore, be it resolved that the Mayor is authorized to execute an Agreement with Nussbaumer & Clarke, Inc., 80 Main St., Unit A, Lockport New York 14094, in the amount of \$3,000.00 contingent upon legal review.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

012225.5

By Alderman Craig:

Resolved that pursuant to their request, Shamus Restaurant, is hereby granted permission to conduct their annual St. Patrick's Day Event on Saturday, March 15th, 2025 from 12pm until 8pm, and be it further

Resolved that permission is hereby granted to barricade Hawley Street from Genesee Street to West Avenue on Saturday, March 15th for said event, and be it further

Resolved that permission is hereby granted to allow live music, vendors, food and alcoholic beverages during said event, and be it further

Resolved that permission to erect tents is subject to obtaining necessary permits from the City of Lockport Building Inspection, and be it further

Resolved that said permission is subject to The Shamus Restaurant filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured 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 Mullane and adopted. Ayes 6.

012225.6

By Alderman Fogle:

Resolved that pursuant to their request, permission is hereby granted to Niagara Hospice to conduct the 10th Annual Hospice Gran Fondo Bike Ride, on Saturday, August 9th, 2025 beginning at 7 a.m., subject to approval of the race route by the Police Chief; and be it further

Resolved permission to include the barricading of West Jackson Street to through traffic, from Plank Road to Niagara Street, from 7am until 1pm; 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, cones and 'street closed' signs as required; and be it further

Resolved that Niagara Hospice send a letter to affected residents informing them of the race and the closure of West Jackson to through traffic; and be it further

Resolved,that Niagara Hospice file a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman Lupo and adopted. Ayes 6.

012225.7

By Alderman Devine:

Resolved that pursuant to their request, permission is hereby granted to Western New York Disc Golf Club to conduct a Tournament at Outwater Memorial Park on April 12th, 2025, from 8 am until 6 pm, and be it further

Resolved that said permission is subject to Western New York Disc Golf Club filing a certificate of insurance with the City Clerk naming the City of Lockport as additionally insured.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

012225.8

By Alderman Devine:

Resolved that pursuant to their request, permission is hereby granted to Niagara Region Disc Golf to conduct tournaments at Outwater Memorial Park on April 23rd and May 14th, 2025, from 4 pm until 8 pm, and be it further

Resolved that said permission is subject to Niagara Region Disc Golf filing a certificate of insurance with the City Clerk naming the City of Lockport as additionally insured.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

012225.9

By Alderman Kirchberger:

Resolved that pursuant to their request, permission is hereby granted to Lockport CARES, to conduct a fundraiser called "Coldest Night of the Year" which is a 2.5K walk and a 5K walk on Saturday, February 22nd, 2025 from 4 pm to 7 pm. The walk will begin and end at Christ Community Church, 140 Genesee Street, subject to the approval of the walk route by the Police Chief, and filing a certificate of insurance with the City Clerk prior to the walk naming the City of Lockport as additional insured, 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 to the area prior to the event.

Seconded by Alderman Craig and adopted. Ayes 6.

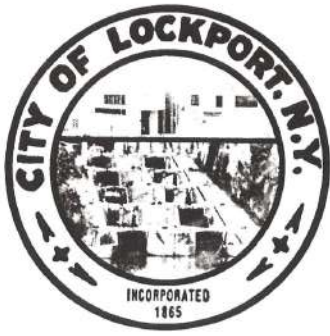
012225.10

ADJOURNMENT

At 6:14pm Alderman Fogle moved the Common Council be adjourned until 6:00pm Wednesday, February 12th, 2025.

Seconded by Alderman Devine and adopted. Ayes 6.

EMILY STODDARD
City Clerk



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

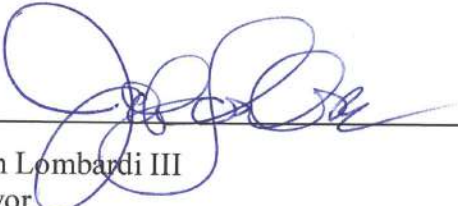
Lockport, NY 14094

December 31, 2024

TO: Common Council

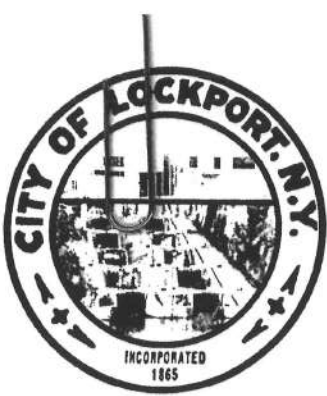
Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Michael Tucker of 32 Beattie Avenue, Lockport, NY 14094 to the City of Lockport Board of Fire Commissioners effective December 31, 2024 for a two year term to expire on December 31, 2026.

Witness by hand and the Seal of the City of Lockport this 31st day of December 2024.



John Lombardi III
Mayor

Cc M. Tucker
City Clerk



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

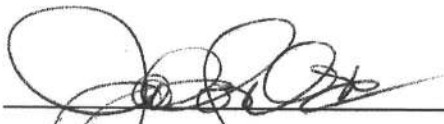
January 6, 2025

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 John K. Whalen of 258 Niagara St, Lockport, NY 14094 to Heavy Equipment Operator of Water Distribution. This is a permanent position effective January 6, 2025.

Said appointment is permanent 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 6th day of January 2025.



John Lombardi III
Mayor

cc: J. Whalen
C. Dimmick
City Clerk

City Clerk

From: Ann Murphy <info@shamuslockport.com>
Sent: Friday, January 3, 2025 3:51 PM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Shamus St. Patrick's Day Party

Dear Sarah Lanzo,

Shamus Restaurant would like to request that Hawley Street can be closed for the annual St. Patrick's Day Party on Saturday, March 15, 2025. The party is from 12pm-8pm. We will have a tent in the large Shamus parking serving beer, wine, and non-alcoholic drinks, there will be live music & fundraisers. We will also have a food truck located on Hawley Street. Shamus will provide the city with a certificate of insurance.

Please let me know what else I need to provide.

Thank you,
Ann

Ann Murphy
Owner/Manager
www.shamuslockport.com
716.433.9809



City Clerk

From: Colleen Daddario <Colleen.Daddario@niagarahospice.org>
Sent: Friday, January 10, 2025 11:41 AM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Niagara Hospice Gran Fondo
Attachments: City of Lockport DOT Letter 2025.docx; 2025 Announce City of Lockport Resolution Request.docx

Hi Sarah,

I hope you had a nice holiday season. We would like to request a resolution be passed for our Gran Fondo bike ride for Saturday, August 9, 2025 and for the closure of West Jackson St. from 7am-2pm. I've attached the approval letter if that could be printed on your letterhead and signed by Clayton Dimmick along with the formal resolution request letter. Please let me know if there's anything else I need to provide, thank you!

Colleen Daddario
Event Specialist
Niagara Hospice
4675 Sunset Dr., Lockport, NY 14094
716-280-0728 / colleen.daddario@niagarahospice.org



Since 1988, Niagara Hospice has provided expert end-of-life care and caregiver relief to more than 30,000 Niagara County families facing a terminal illness. Doctors, pharmacists, nurses, social workers, counselors, aides and volunteers collaborate to bring comfort, dignity and guidance that enhances quality of life for the entire family during challenging times. Symptom management and support services are available in the home, skilled nursing facilities, hospitals, adult homes, David's Path at Schoellkopf Health Center in Niagara Falls, Jeanne's House at Northgate Health Care Facility in North Tonawanda and Hospice House in Lockport. As the only Western New York hospice accredited by the ACHC (Accreditation Commission for Health Care), the organization also offers Pathways palliative care for symptom management, chronic illness education and telehealth to Niagara County residents with serious, progressive diseases. Anyone can make a referral to Niagara Hospice or Pathways at NiagaraHospice.org or by calling **716-439-4417** or **716-HOSPICE**.

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If you received this message in error, please notify the sender immediately and delete the message and any hard copy printouts.

City Clerk

From: Kristin Schubring <kschubring@lockportny.gov>
Sent: Tuesday, January 21, 2025 3:20 PM
To: deputyclerk@lockportny.gov
Cc: cityclerk@lockportny.gov
Subject: AP Fund Totals 1/13/25 spc run, 1/22/25 (2024 & 2025)

Hello,

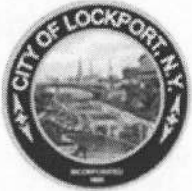
Invoices to be approved at the meeting on 1/22/25 are as follows:

2024 Expenses

Fund A General - \$83,684.27
Fund FX Water - \$22,649.07
Fund G Sewer - \$45,282.41
Fund H Capital Projects - \$67,955.06
Fund S Worker's Comp - \$7,500.00
Total - \$227,070.81

2025 Expenses

Fund A General - \$544,350.53
Fund CL Refuse & Recycling - \$104,396.75
Fund FX Water - \$18,108.52
Fund G Sewer - \$5,295.42
Fund MS Health Insurance - \$87.30
Total - \$672,238.52



Kristin Bernardi Schubring
Principal Account Clerk
Finance Department
City of Lockport, NY
716.439.6620

Date of Issuance: 01-09-25	Effective Date: 01-09-25
Owner: City of Lockport	Owner's Contract No.: General Contract
Contractor: NFP & Sons	Contractor's Project No.:
Engineer: Nussbaumer & Clarke	Engineer's Project No.: 21J1-0119
Project: Raw Water Pump Station Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Contingency utilization for extra work as directed by engineer/owner. Addition of overhead door alternate #G4 (\$49,500.00) not previously awarded.

Attachments: *Extras summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>88,000.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
Decrease from previously approved Change Orders No. to No. __: _____ \$ _____	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>88,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>53,661.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>137,500.00 (\$4,161.50 to be billed against contingency)</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates

RECOMMENDED: By: <u>Joe Evans</u> Joe Evans 2025.01.13 09:56:03-05:00 Engineer (if required) Title: <u>Construction PM</u> Date: <u>01-09-25</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title _____ Date _____	ACCEPTED: By: <u>Joshua F. Prezioso</u> Contractor (Authorized Signature) Title <u>General Manager</u> Date <u>1/13/25</u>
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



January 13, 2025

Honorable John Lombardi, III
Mayor
City of Lockport
One Locks Plaza
Lockport, NY 14094

Re: City of Lockport
Preparation of 2024 Combined Sewer Overflow Report
File No. 25PI-0014

Dear Mayor Lombardi:

Nussbaumer & Clarke, Inc. (Nussbaumer) is pleased to provide this proposal for the preparation of the City of Lockport 2024 Combined Sewer Overflow (CSO) report. Upon completion, this annual report is to be submitted to the New York State Department of Environmental Conservation (NYSDEC). Nussbaumer has developed the following Scope of Work for the preparation of the report.

SCOPE OF WORK:

- Meet with appropriate City of Lockport (City) personnel to review existing project information and establish project objectives and milestones.
- Collect relevant available data from City records, including CSO inspection forms completed by the City, sewer evaluations, and work reports for inclusion with the report.
- Based upon information provided by the City, prepare and submit a draft of the 2024 CSO report to the City for review and comment.
- Finalize the draft CSO report based upon City review comments.
- Submit the CSO BMP Annual Report online via the NYSDEC Form Portal.

COMPENSATION AND PAYMENT:

We are prepared to begin work on this project immediately. Nussbaumer proposes to complete the previously presented Scope of Work for a Lump Sum Fee of \$3,000.00.

Costs shall be billed monthly based on the engineer's estimate of work performed, as determined by Nussbaumer. Amounts billed are due and payable upon receipt of the invoice.



Nussbaumer appreciates the opportunity to submit this proposal, and we look forward to once again working with the City of Lockport on this project. Please contact Nussbaumer at your convenience with any questions that you may have.

Upon acceptance of our proposal, please sign where indicated below and return a copy to our office. This will then serve as our Agreement and Notice to Proceed. We are prepared to begin work immediately on this project upon receipt of Notice to Proceed.

If you have any questions, please feel free to contact us at your convenience.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Caroline C. Bukowski, P.E.
Senior Project Engineer

Michael T. Marino, P.E.
Chief Executive Officer

Attachment – Schedule A

Accepted by: **CITY OF LOCKPORT**

Signature: _____ Title: _____

Printed Name: _____ Date: _____

SCHEDULE "A"

By accepting this proposal, the Client ("Client") agrees to the following terms and conditions incorporated into the resulting agreement ("Agreement") between the Client and Nussbaumer & Clarke, Inc. ("Nussbaumer") for the work covered in the proposal ("Work").

BASIS OF SERVICES

If required, the Client shall arrange or establish Nussbaumer's right to enter the property. If the Client does not own the site, Nussbaumer shall require reasonable verification that permission to enter the site has been granted.

Quantities and cost estimates are subject to change due to, but not limited to, actual field conditions encountered, additions or changes to the Work, and changes in conditions on which estimates were based. The Client acknowledges and agrees that Nussbaumer was entitled to and did in fact rely on the information provided by the Client in performing estimates concerning the Work as embodied in this proposal.

DELIVERABLES

Electronic files, drawings, calculations, records, and all other work products generated in connection with the Work are the property of Nussbaumer and may not be used without written permission. Drawings may be filed with the County or Municipality if the drawings were produced for that purpose. Electronic files and/or reproducible documents will be furnished at cost for preparing same and will be noted as a copy. Except for original submittals, any plans ordered or used in connection with the Work will be billed at cost.

FEES AND EXTRA WORK

All fees quoted are for the Work as outlined. Any work not ordered will not be billed. Any work not included in the Agreement or any additional items which may be necessary to comply with applicable laws, codes, rules, regulations, or standards made effective after this proposal will be charged as extras on a time and expense basis or at a mutually agreed upon fixed fee. No extra work will be performed by Nussbaumer unless written approval is received from the Client, and a fee is negotiated.

It is understood that the fees quoted herein for the Work are subject to change upon written notice to the Client should unforeseen complications and/or problems develop during the Work. Any revisions to the Work caused by Client, Municipality, County, Governmental, or Governing Agencies, jurisdictional authorities, permitting agencies, approval agencies, funding agencies, utility companies, other stakeholders, and involved parties; to the extent they increase Nussbaumer's costs of performance under the Agreement, shall be billed in accordance with our hourly billing rates, provided upon request.

INVOICING AND PAYMENT

Nussbaumer shall render invoices to Client monthly as set forth in this proposal. Client shall promptly review invoices and notify Nussbaumer of any objection thereof; absent such objection in writing within fifteen (15) days of the date of the invoice, the invoice shall be deemed proper and acceptable. Invoices shall be due and payable in full by the Client to Nussbaumer within 30 days of billing. If payment is not received within 60 days of billing, Client shall be considered in breach of contract and Nussbaumer reserves the right to stop Work under this Agreement, or work under any other agreement with the Client, until such time that all Work is paid in full, including interest at 1.5% per month commencing at the 60th day from billing. If applicable, all outstanding unpaid invoices must be paid in full prior to filing of the Map Cover with the county Clerk's Office.

No documents will be released unless all fees have been paid for Work completed. The Client agrees that Nussbaumer will not be responsible for providing copies of records generated for this project in case of loss of records by fire, theft, or other causes. Copies of the finished product will be furnished upon payment of the cost of reproductions.

It is also agreed and understood that if Nussbaumer finds it necessary to take legal action for collection of any outstanding amounts due under this Agreement, the Client herein agrees to pay all costs of litigation, including legal fees, court costs, filing and/or recording fees as well as costs involving time spent in preparation for litigation and/or legal proceedings. Should legal proceedings be initiated, it is understood that all proceedings would take place in Erie County, New York. This Agreement, the Work, and any disputes relating to either the Agreement or the Work shall be governed by the laws of the State of New York, without regard to conflicts of law rules.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Nussbaumer under this Agreement will be the care and skill ordinarily used by members of the surveying and/or engineering profession(s) practicing under similar circumstances at the same time and in the same locality. Nussbaumer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the company.

Any opinions of probable project cost or probable construction cost provided by Nussbaumer are made based on information available to Nussbaumer and Nussbaumer's experience and qualifications; represents its judgment as an experienced and qualified professional engineer. However, since Nussbaumer has no control over the cost of labor, materials, equipment, services furnished by others, contractors methods of determining prices, competitive bidding, or market conditions. Nussbaumer does not guarantee that proposals, bids, actual project, or construction cost will not vary from opinions of probable cost Nussbaumer prepares.

Construction cost does not include Nussbaumer's compensation or expenses, the cost of land, rights of way, or compensation for properties. Construction cost also does not include Clients legal, accounting, or insurance services; or interest and financing charges incurred in connection with construction, or the cost of services provided by others.

INDEMNIFICATION

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Nussbaumer and its officers, directors, members, partners, agents, employees, and consultants, to Client and/or owner and anyone claiming by, through, or under Client and/or owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Work from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Nussbaumer or its officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Nussbaumer for the Work. Nussbaumer shall not be liable to the Client under any circumstances for indirect, special, incidental, or consequential damages, nor shall Nussbaumer be liable to the Client for lost revenue or profits of any nature or character.

To the fullest extent permitted by law, the Client agrees to indemnify and hold Nussbaumer, along with its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, and employees (collectively "Indemnitees") harmless from, against and for all claims by third parties ("Third-Party Claims"), which are caused by the negligence or willful misconduct of the Client or its employees, agents, consultants, or anyone acting by, through, on behalf of, or under the Client. Notwithstanding the foregoing or anything else in the Agreement, the Client's indemnification obligations do not apply to any Indemnitee for any portion of any Third-Party Claims caused by the negligence of such Indemnitee.

CLAIMS AND DISPUTES

All claims or disputes of any kind arising out of the relationship between Client and Nussbaumer shall be submitted to mediation prior to filing suit. All mediation shall be conducted under the Commercial Rules of the American Arbitration Association, with the mediation costs equally borne between the two parties. The language to be used in mediation shall be English. Any action filed between the parties shall be filed in the state or federal courts in and for Erie County, New York. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. If any part of this Agreement is found to conflict with applicable laws, such part shall be null and void, but the remainder of this Agreement shall be in full force and effect.

TERMINATION

The parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements concerning or relating to the Work other than as contained in the Agreement. All previous negotiations and agreements between the parties concerning or relating to the Work are merged into the Agreement. Modifications of the Agreement must be in writing, except to the extent that the invoice may include, and Client shall be obligated to pay, fees or expenses that were orally authorized to proceed promptly with the Work.

This Agreement, unless previously terminated by written notice, shall be terminated by completion of the Work. Termination before completion shall be accompanied by payment for Work completed to that date at per diem rates set forth in the hourly billing rates, provided upon request.

PROPOSAL PERIOD

This proposal shall be valid for a period of 30 days, after which Nussbaumer shall have the right to revise any portion thereof. It is also understood that fees quoted herein shall be subject to a 10% increase for those phases of Work not yet completed after a period of one year from date of authorization to proceed.

City Clerk

From: Ann Murphy <info@shamuslockport.com>
Sent: Friday, January 3, 2025 3:51 PM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Shamus St. Patrick's Day Party

Dear Sarah Lanzo,

Shamus Restaurant would like to request that Hawley Street can be closed for the annual St. Patrick's Day Party on Saturday, March 15, 2025. The party is from 12pm-8pm. We will have a tent in the large Shamus parking serving beer, wine, and non-alcoholic drinks, there will be live music & fundraisers. We will also have a food truck located on Hawley Street. Shamus will provide the city with a certificate of insurance.

Please let me know what else I need to provide.

Thank you,
Ann

Ann Murphy
Owner/Manager
www.shamuslockport.com
716.433.9809



City Clerk

From: Colleen Daddario <Colleen.Daddario@niagarahospice.org>
Sent: Friday, January 10, 2025 11:41 AM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Niagara Hospice Gran Fondo
Attachments: City of Lockport DOT Letter 2025.docx; 2025 Announce City of Lockport Resolution Request.docx

Hi Sarah,

I hope you had a nice holiday season. We would like to request a resolution be passed for our Gran Fondo bike ride for Saturday, August 9, 2025 and for the closure of West Jackson St. from 7am-2pm. I've attached the approval letter if that could be printed on your letterhead and signed by Clayton Dimmick along with the formal resolution request letter. Please let me know if there's anything else I need to provide, thank you!

Colleen Daddario
Event Specialist
Niagara Hospice
4675 Sunset Dr., Lockport, NY 14094
716-280-0728 / colleen.daddario@niagarahospice.org



Since 1988, Niagara Hospice has provided expert end-of-life care and caregiver relief to more than 30,000 Niagara County families facing a terminal illness. Doctors, pharmacists, nurses, social workers, counselors, aides and volunteers collaborate to bring comfort, dignity and guidance that enhances quality of life for the entire family during challenging times. Symptom management and support services are available in the home, skilled nursing facilities, hospitals, adult homes, David's Path at Schoellkopf Health Center in Niagara Falls, Jeanne's House at Northgate Health Care Facility in North Tonawanda and Hospice House in Lockport. As the only Western New York hospice accredited by the ACHC (Accreditation Commission for Health Care), the organization also offers Pathways palliative care for symptom management, chronic illness education and telehealth to Niagara County residents with serious, progressive diseases. Anyone can make a referral to Niagara Hospice or Pathways at NiagaraHospice.org or by calling **716-439-4417** or **716-HOSPICE**.

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Attn: Clayton Dimmick
City of Lockport Clerk's Office
1 Locks Plaza
Lockport, NY 14094
January 10, 2025

Dear Clayton,

Thank you for your continued support of the Hospice Gran Fondo.

We are planning for a great event this year and we would like to request **Saturday, August 9th, 2025** for this year's race. We plan to keep the same three routes as we did last year with our start and finish line at Niagara Hospice, 4675 Sunset Drive in Lockport. We would also like to request the closure of W. Jackson St. from 7:00am-1:00pm on Saturday, August 9th, 2025.

I would be glad to come and discuss the event if needed and answer any questions you might have. We are looking forward to this year and appreciate your continued support. If you have any questions or concerns, please feel free to contact me at 716-280-0766.

Sincerely,

Allison Bolt
Special Events Coordinator
Niagara Hospice
4675 Sunset Drive
Lockport, NY 14094

City Clerk

From: James Carman <jamescarman1985@gmail.com>
Sent: Tuesday, January 7, 2025 7:56 PM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Fwd: WNYDGC Event in 2025

Hello,

We would like to use the disc golf course at Outwater park for an event on 4/12. I will have the COI prepared once I hear back from you.

- 1. *Who - Western NY Disc Golf Club*
- 2. *When - 4/12/25*
- 3. *What - 8 am - 6 pm*
- 4. *Where – Outwater Memorial*
- 5. *Why – Disc Golf Tournament*
- 6. *Submission of Certificate of Insurance naming the City of Lockport as additional insured - will provide shortly*

Thank you,
James Carman

City Clerk

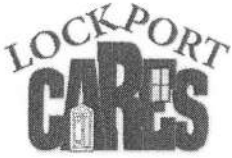
From: James Carman <jamescarman1985@gmail.com>
Sent: Tuesday, January 7, 2025 7:58 PM
To: cityclerk@lockportny.gov; Emily Stoddard
Subject: [EXTERNAL] NRDG League

Hello,

Niagara Region Disc Golf would like to use the disc golf course for it's league.

1. *Who - Niagara Region Disc Golf*
2. *When - 4/23 & 5/14*
3. *What - 4 pm - 8 pm*
4. *Where – Outwater Memorial*
5. *Why – Disc Golf League*
6. *Submission of Certificate of Insurance naming the City of Lockport as additional insured - our insurance is an annual policy and we renew in early April. I can send our current policy now or would you prefer I wait until we renew? Lockport is listed as additional insured on the policy.*

*Thank you,
James Carman*



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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

Wednesday, October 30, 2024

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 22, 2025 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,

Mark Liddell
Board Director / Event Chair
716-957-0563

Rev. Benjamin Stuckey
Executive Director
716-438-2273



