## <u>CITY OF LOCKPORT</u> COMMON COUNCIL MEETING AGENDA REGULAR MEETING February 12th, 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 |
|----------|-----------------------------------|
| 021225.1 | January 22nd, 2025 meeting        |

COMMUNICATIONS

MOTIONS & RESOLUTIONS Craig: Approve bills and payrolls 021225.2

Fogle: Employee Anniversaries 021225.3

**Fogle:** Rules and Orders of the Common Council 021225.4

**Devine:** WNYDG League at Outwater Park 021225.5

Craig:The Lock Tender Anniversary Summer Festival021225.67/26

**Devine:** DiscGolf716 events at Outwater Park 021225.7

Craig: Street Crew Leader Budget Adjustment 021225.8

Lupo: Sheltering Contract Budget Adjustment 021225.9

Kirchberger: Lock City Circus 021225.10

Craig: DHA MOA – Assessor 021225.11

Craig: DHA MOU – Director of Community 021225.12 Development Craig: DHA – Director of Engineering 021225.13

ADJOURNMENT

Fogle:Adjourn meeting to February 26th, 2025021225.14

## CITY OF LOCKPORT COMMON COUNCIL PROCEEDINGS

Lockport Municipal Building

Regular Meeting Official Record

> February 12th, 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, Kirchberger, Lupo, Mullane. Delayed: Mark Devine

## **INVOCATION** – Steve O'Mara

## ANNOUNCEMENTS

## RECESS

Recess for public input.

## 021225.1

## APPROVAL OF MINUTES

On motion of Alderman Craig seconded by Alderman Lupo, the minutes of the Regular meeting of January 22nd, 2025 are hereby approved as printed in the Journal of Proceedings. Ayes 5. Carried.

## FROM THE MAYOR

## **Appointments:**

1/1/2025 James Benedict, 4028 Beebe Road, Newfane, has been appointed to the Plumbing Board effective January 1<sup>st</sup>, 2025 for a three year term to expire on December 31, 2027.

1/30/2025 Vicki A. Smith, 7383 Tonawanda Creek Road, Lockport has been appointed to Director of Planning and Development in the Community Development Department. This is a provisional position effective January 30, 2025. Said appointment is provisional and is subject to the City of Lockport's Municipal 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)

**1/28/2025** Emily Stoddard, City Clerk, notification that the Lockport Municipal offices will be closed on Monday, February 17th in recognition of President's Day. There will be no change in the garbage collection schedule.

**1/31/3025** Dennis Caswell, Lock City Circus and D&T Graphics requesting permission to use the city's bleachers as in years past.

## Notice of Claim:

Carlson Clarke vs City of Lockport

Referred to Corporation Counsel.

Notice of Summons: Roger Donovan vs. City of Lockport

Referred to Corporation Counsel.

## **MOTIONS & RESOLUTIONS**

021225.2 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 13<sup>th</sup>, 2025.

Seconded by Alderman Devine and adopted. Ayes 6.

## 021225.3

By Alderman Fogle:

**Resolved** that the Mayor and Common Council do hereby extend congratulations and appreciation to the following City employees for their years of dedicated service to the City of Lockport:

| Employee                          | Years of Service | Title             |
|-----------------------------------|------------------|-------------------|
| Detective Captain Anthony Palumbo | 30               | Police Department |
| Eric S. Weber                     | 5                | Firefighter       |

Seconded by Alderman Mullane and adopted. Ayes 6.

## By Alderman Craig:

Resolved that the reading of the foregoing resolution be and the same are hereby waived.

## Seconded by Alderman Devine and adopted. Ayes 6.

## 021225.4

By Alderman Fogle:

Resolved, that the following Rules and Order of the Common Council are hereby adopted:

## RULES AND ORDERS OF THE COMMON COUNCIL

 <u>Roll Call</u> - At the hour appointed for the meeting of the Council, the Mayor shall take the chair and direct a call of the members of the Council, and the Clerk shall note the absentees. Upon the appearance of a quorum, the Mayor shall call the members to order. If a quorum be not present, they shall send for absent members. Following shall be the

## ORDER OF BUSINESS

a. Reading of minutes. Reading and approval of the minutes preceding meeting; but a majority of the members present may approve of, or dispense with, the reading of the minutes of any previous meeting.

- b. Communications from the Mayor.
- c. Communications and reports of officers of the corporation.
- d. Petitions and remonstrances.
- e. Reports of Standing Committees, in the order named in rule.
- f. Reports of Special Committees.
- g. Committee of the Whole.
- h. Executive business.
- i. Motions, resolutions and notices.
- j. Unfinished business.

## DUTIES OF THE MAYOR AS PRESIDING OFFICER

# 2. <u>The Mayor, as presiding officer, shall possess the powers and perform the duties as herein prescribed:</u>

a. They shall preserve order and decorum.

b. Question of Order. They shall decide all questions of order, subject to appeal of the Council. On every appeal they shall have the right in his/her place to assign his/her reason for his/her decision; but any member may state the grounds for his/her appeal.

c. Appointment of Committees. He/she shall appoint all committees except where the council shall otherwise order.

d. Temporary Chairman. He/she may substitute any member to perform the duties of the chair, but such substitution shall not extend beyond the adjournment of the Council, except by special consent of the Council.

e. Committee of the Whole. When the Council shall be ready to go into Committee of the Whole, he/she shall name a chairman to preside therein.

f. Privileges of the floor. He/she shall have the right to invite to the floor of the Council such persons as he/she shall deem deserving of the privilege; but the right of admission under such invitation shall not extend beyond the day on which it shall be given.

- 3. <u>While a question is being put</u> While the presiding officer is putting a question, no member shall walk across or out of the room; nor in such case, or when a member is speaking, shall entertain any private discourse, nor, while a member is speaking, shall pass between him and the chair.
- 4. <u>Speaking</u> Every member, when he/she speaks, shall, from his/her chair, address the presiding officer as Mr. /Madam Mayor, or proper title and shall not proceed until recognized by the presiding officer; and no member shall speak more than twice to the same question, nor more than five minutes each time at the same meeting, without requesting and receiving the consent of a majority of the members present, by a roll call vote.
- 5. <u>Speaker recognized</u> When two or more members request recognition simultaneously, the presiding officer shall name the member he wishes to speak first.
- 6. <u>Call to order</u> Any member may be called to order; in which case the member so called to order shall immediately sit down. The point of order shall be stated at the request of the presiding officer, by the member raising the question of order, and shall be decided without debate, before proceeding to other business.
- 7. <u>Vote</u> Every member shall vote when a question is stated from the chair, unless excused by the Council; and every member voting shall be in his/her place.
- Petitions, etc. Petitions and other papers may be presented by the presiding officer or any member, but when presented by a member, he/she shall first endorse on the petition or paper the substance thereof.
- 9. Motions or Resolutions No motion or resolution shall be debated or put until seconded. No member shall make or second a motion or resolution except he/she request recognition from his/her chair for that purpose; and when seconded the motion or resolution shall be stated distinctly by the presiding officer, before being put or debated. No motion or resolution shall be presented for action, unless it has been reviewed by Corporation Council and submitted in writing to the Clerk by noon of the day of the Committee of the Whole work session, one week prior to the Common Council meeting, excluding the work session the day of the Common Council Meeting, or unless by prior authorizations of the Mayor, City Clerk, and City Attorney and then by consent of two-thirds of the whole number of the Council. Resolutions submitted for consideration may go to the appropriate committee prior to submission. A motion or resolution referred to any committee may be recalled from that committee at any subsequent Council meeting by vote of a majority of the whole number of the Council. If any motion or resolution referred to a committee shall not have been reported out within forty-five days of the time when it was referred, then the sponsor of the motion or resolution may have it brought out for Council consideration without any committee report. Any motion or resolution may be withdrawn at any time before decision, commitment or amendment by unanimous consent.
- 10. <u>Ayes and noes</u> If any member require it, the ayes and noes upon any question shall be taken and entered upon the minutes of the Council. In taking the same, the names of members shall be taken alphabetically.
- 11. <u>Appointment of committees</u> All committees shall be appointed by the presiding officer, unless otherwise specially directed by the Council, in which case they shall be appointed by ballot.

## PRIVILEGED QUESTIONS

12. <u>Order of motions</u> - When a question is pending, no motion shall be received, except as hereinafter specified; which motion shall have preference in the order stated:

- a. For an adjournment of the Council.
- b. A call of the Council.
- c. To lay on the table.
- d. For the previous question.
- e. To postpone indefinitely.
- f. To postpone to a day certain.
- g. To refer to the Committee of the Whole.
- h. To refer to a standing committee.
- i. To refer to a special or select committee.
- j. To amend.
- 13. <u>Non-debatable motions</u> A motion to adjourn, lay on the table, or for the previous question, shall be decided without amendment or debate; and all questions of order, and all questions relating to the order of business, shall be decided without debate. The several motions to postpone or to refer, shall preclude all debate of the main question.
- 14. <u>Reconsideration</u> A motion for reconsideration if lost, shall not again be repeated at the same meeting of the Council, nor shall any question be reconsidered more than once.
- <u>Executive business</u> Executive business shall be governed by Chapter 511 of the Laws of 1976.
- 16. <u>Concerning applicant for office</u> All information, or any remarks by any member concerning the character or qualifications of any person whose name shall be before the council for an appointment to any office, shall be kept secret, and all proceedings and things of the Council, or any member thereof, in secret session, shall be kept secret until the Council shall remove all injunctions to secrecy.
- 17. <u>Divisions of questions</u> If any question contains several distinct propositions, it may be divided by the chair.
- 18. <u>Reading of paper</u> Any member may have any paper in possession of the council read, upon request, unless the same shall be objected to by some other member; and then the question shall be determined by a vote of a majority of the whole council, without debate.
- 19. <u>Speaking to question</u> After the roll-call upon any question has commenced, no member shall speak to the question except to explain his/her vote, and then not to exceed five minutes; nor shall any motion be made until after the result is declared.
- <u>Committee's Report</u> No report shall be received from any committee unless the committee, or a quorum thereof, shall have met and considered the matter in a regular or special meeting of the committee.
- 21. <u>Robert's Rule of Order</u> Whenever any question not covered by these rules shall arise, this council shall be governed by the parliamentary rules as laid down in Robert's Rule of Order. The Corporation Counsel shall preside as the Parliamentarian at all meetings. (Amended 4/2/14)
- 22. <u>Standing Committees</u> The following standing committees shall be appointed by the Mayor at the commencement of the session, or as soon thereafter as may be practicable:

**FINANCE COMMITTEE** – to consist of Common Council members as appointed by the Mayor, and ex-officio members: City Treasurer and Director of Finance. **PUBLIC HEALTH & SAFETY** – to consist of Common Council members as appointed by the Mayor and ex-officio members: Police Chief, Fire Chief, and Chief Building Inspector. **HIGHWAYS & PARKS** - to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer, Director of Streets and Parks, Public Works Supervisor

**WATER & SEWER** - to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer, Sr. Building Inspector, Chief Operator/WWTP, Chief Water Treatment Plant Operator, Water Distribution Maintenance Supervisor

YOUTH – to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer.

**PERSONNEL** – to consist of Common Council members as appointed by the Mayor and exofficio member: City Clerk and Personnel Officer.

**WASHINGTON HUNT** - to consist of three members: Mayor and two aldermen as appointed by the Mayor.

The Common Council President shall be qualified to sit as a member of any standing committee whenever his/her presence will enable such committee to reach a quorum for the transaction of business.

23. <u>Changing of Rules</u> - No standing rule or order of the council shall be amended, repealed, rescinded, changed or superseded, except by a vote of two-thirds of the whole council, nor shall any new rule be added thereto, except by a like vote; but they may be suspended at any time by a two-thirds consent of the whole council.

## 24. Regular Meetings:

a. The regular meeting of the Council shall be held on the second and forth Wednesday of each month, except when otherwise directed by resolution of the Common Council. The hour of meeting shall be 5:30 PM., and if a quorum shall not be present at 6 P.M. the Common Council shall stand adjourned. The Committee of the Whole shall meet one hour prior to the start of the regularly scheduled Common Council meetings.

b. The Committee of the Whole work sessions if scheduled shall be held every Wednesday at 5 PM of each month or any other day and time if so directed by the President of the Common Council.

- 25. <u>Business of Special Meeting</u> It shall not be in order at any special meeting to proceed to any other business than that for which the meeting was convened, unless by unanimous consent of all members present.
- 26. <u>Regular Committee Meetings</u> The standing committees shall have regular meetings for the transaction of committee business.
- 27. <u>Report of Committees</u> It shall be the duty of the committees to report on every subject referred to them, within two weeks from the time of such reference, unless the time shall have been extended by the council.

## 28. <u>General rules and regulations for the letting of contracts for materials, supplies,</u> equipment or public works projects (including local public improvements).

I. After any materials, supplies, equipment or public works project shall have been ordered, the Common Council shall, at the time of adopting the ordinance therefor, or at any time thereafter,

give notice, or order and direct the same to be given, that proposals for the doing and completion of said work will be received.

2. All notices shall be given by the City Clerk by publishing same in the official paper of this city.

4. No proposal after time expires. After the time in said notice specified for the reception of proposals shall have expired no further proposals for the work specified therein shall be received; and each and every plan and specification therein published shall be particularly and strictly observed by all concerned.

5. Proposals to be guarded. The City Clerk shall receive all proposals at his office in this City, and shall carefully guard and preserve the same unopened; he shall not permit either or any of them to be taken from his custody until such time and in such manner as the Common Council may order and direct.

6. Clerk to open. The Clerk shall publicly open and read the bids on the date and at the time specified in the Notice to Bidders.

7. Clerk to report to Council. The City Clerk shall submit a summary of those bids received and opened to the Common Council at its first regular meeting thereafter, under the order of "unfinished business."

8. Recess to examine. The Mayor may thereupon declare a recess, stating the duration thereof, in order that the members of the Council may critically examine each proposal.

9. Action on proposals. Upon re-assembling, the Common Council shall consider said proposal, and shall without adjournment take some action in relation thereto, either by accepting the proposal of the lowest responsible bidder, or by rejecting all bids, or by referring the same to some proper committee.

10. To again advertise. In case all bids are rejected, the Common Council shall again direct the publication of a notice to bidders, similar in all respects to that first advertised, and shall so continue to advertise for, receive and consider proposals for said items until by a vote of a majority of the council, a contract is finally awarded, except, however, in cases where the Common Council shall reconsider its action requiring such work to be performed by contract.

11. Certified Check or Bid Bond. Each proposal shall be accompanied by a certified check or bid bond in a sum not less than ten percent of the amount of the proposal. In the event the successful bidder fails to enter into contract within five days after being notified by the City Clerk, the check will be forfeited.

12. The Common Council reserves the right to reject any or all proposals.

- 29. <u>Two-thirds vote to repeal</u> No legislative ordinance, act or resolution passed during any previous meeting of the current term of this council, shall be amended, repealed, rescinded, changed or superseded, in whole or in part, except by two-thirds vote of the whole Council.
- 30. <u>Recess for public input</u> Following roll call at the Common Council meetings, any speaker desiring to speak at the Common Council meetings may be heard regarding city business on the Agenda for a period not to exceed 3 minutes with a 1 minute warning to conclude his or her speaking. At the close of the Common Council meeting any speaker who desires to speak will be allowed to speak on matters concerning the General Welfare of the City for a period not to exceed 5 minutes with a 1 minute warning to conclude his or her speaking. No speaker shall be permitted to transfer their time to another speaker.

Seconded by Alderman Lupo and adopted. Ayes 6.

## 021225.5

By Alderman Devine:

**Resolved** that pursuant to their request, Western New York Disc Golf, is hereby granted permission to use Outwater Park for a league to begin on April 28<sup>th</sup>, 2025 through September 8<sup>th</sup>, 2025, on Monday evenings from 4:00pm – 8:00pm subject to approval of the schedule by the Highways & Parks Department and subject to filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

021225.6 By Alderman Craig:

**Resolved** that pursuant to their request, The Lock Tender, is hereby granted permission to conduct a 1 year anniversary festival on July 26<sup>th</sup>, 2025 from 3pm – 7pm, and be it further

**Resolved** that permission is hereby granted to close Ontario Street from the corner of Lock Street to the Spires from 9am- 9pm, for setup and takedown of said event, and be it further

**Resolved** that permission is hereby granted to allow food, wine and beer during said event, and be it further

**Resolved** that said permission is subject to The Lock Tender 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 Kirchberger and adopted. Ayes 6.

## 021225.7

By Alderman Devine:

**Resolved** that pursuant to their request, permission is hereby granted to DiscGolf716 to conduct "Lockdown at the Locks", a disc golf event at Outwater Park on May 24<sup>th</sup> from 7am – 7pm, as well as the "2025 Niagara Classic" disc golf event at Outwater Park on August 30<sup>th</sup>, from 6am – 7pm, and be it further

**Resolved** that said permission is subject to DiscGolf716 filing a certificate of insurance with the City Clerk naming the City of Lockport as additionally insured.

Seconded by Alderman Fogle and adopted. Ayes 6.

021225.8 By Alderman Craig: Whereas the 2025 Budget for the City of Lockport was approved with an oversight that erroneously excluded funding for the position of Streets Crew Leader and instead allocated funds for a Heavy Equipment Operator (HEO) position; and

Whereas it is necessary to amend the 2025 Budget to reflect the correct position of Streets Crew Leader to ensure proper staffing and operational efficiency within the Department of Public Works; and

Whereas sufficient funds are available in the Contingency account to cover the budget adjustment required for this amendment;

Now, therefore, be it resolved, that the FY 2025 General Fund Budget is amended as follows:

Expense:

| Contingency | \$6,536                 |
|-------------|-------------------------|
|             | <b>\$5.070</b>          |
|             | \$5,373                 |
| FICA        | \$411                   |
| Retirement  | \$752                   |
|             | Full Time Wages<br>FICA |

Seconded by Alderman Mullane and adopted. Ayes 6.

## 021225.9

By Alderman Lupo:

Whereas the City of Lockport is primarily responsible for Dog Control Officer (DCO) duties within the city, in accordance with Article 7 of the New York State Agriculture and Markets Law; and

Whereas the Niagara County SPCA has notified the City of Lockport that they can no longer fulfill the City's dog sheltering needs; and

Whereas in response, the City issued a Request for Proposals (RFP) for dog sheltering services and received one response from Paws Inn The Falls; and

Whereas the City entered into a contract with Paws Inn The Falls in the amount of \$2,400 per month, totaling \$28,800 annually; and

Whereas the currently approved budget for the "Control of Dogs - Professional Services" line for the 2025 fiscal year is \$24,000, resulting in a shortfall of \$4,800; and

Whereas it is necessary to transfer funds from the contingency line to cover the additional costs associated with the new contract;

Now therefore be it resolved, that the FY 2025 General Fund Budget is amended as follows:

## Expense:

| <u>Decrease</u><br>A.1900.54775 | Contingency           | \$4,800 |  |
|---------------------------------|-----------------------|---------|--|
| <u>Increase</u><br>A.3510.54055 | Professional Services | \$4,800 |  |

Seconded by Alderman Fogle and adopted. Ayes 6.

## 021225.10

By Alderman Kirchberger:

**Resolved** that pursuant to their request, Lock City Circus is hereby granted permission to use city bleachers for the Lock City Circus charity performance to be held February 21<sup>st</sup> and 22<sup>nd</sup>, 2025, at the Kenan Center Arena. Said permission is subject to Lock City Circus 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 the bleachers.

Seconded by Alderman Craig and adopted. Ayes 6.

## 021225.11

By Alderman Craig:

**Resolved**, that the Mayor, subject to Corporation Counsel approval is hereby authorized to enter into Memorandum of Agreement with the Department Head Association related to the Grade and Step of the City Assessor.

Seconded by Alderman Craig and adopted. Ayes 6.

#### 021225.12

By Alderman Craig:

**Resolved**, that the Mayor, subject to Corporation Counsel approval is hereby authorized to enter into Memorandum of Understanding with the Department Head Association related to the beginning Step of the Director of Community Development.

Seconded by Alderman Devine and adopted. Ayes 6.

## 021225.13

By Alderman Craig:

**Resolved**, that the Mayor, subject to Corporation Counsel approval is hereby authorized to enter into Memorandum of Understanding with the Department Head Association related to the beginning Grade and Step for the Director of Engineering.

Seconded by Alderman Mullane and adopted. Ayes 6.

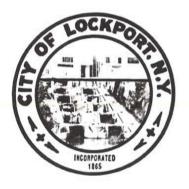
## 012225.14

### ADJOURNMENT

At 6:14 pm Alderman Fogle moved the Common Council be adjourned until 6:00pm Wednesday, February 26<sup>th</sup>, 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

January 1, 2025

TO: Common Council

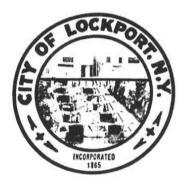
Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint James Benedict of 4028 Beebe Rd, Newfane, NY 14108 to Plumbing Board effective January 1, 2025 for a three year term to expire on December 31, 2027.

Witness by hand and the Seal of the City of Lockport this 1st day of January 2025.

John Lombardi III

cc: J Benedict J. Dool City Clerk

Mayor



January 30, 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 Vicki A. Smith of 7383 Tonawanda Creek Road, Lockport, NY 14094 to Director of Planning and Development in Community Development Department. This is a provisional position effective January 30, 2025.

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 30th day of January 2025.

John Lombardi III Mayor

cc: V. Smith City Clerk

## City of Lockport

I HEREBY CERTIFY that the persons named in this payroll are employed solely in and have actually performed the duties of positions and employments indicated for the period ending

employments indicated for the period ending 130 25, PAID on date 2 6 25 is approved at dollars, \$ 605308.12 Civil Service Many Pat biller

## **Pay Day Register**

Pay Date Range 01/17/25 - 01/30/25 Pay Batch 02/06/25

| Pay Batch 02/06/25 Total   |   |
|----------------------------|---|
| Employees in Pay Batch 222 | Ĩ |

| Female Employees in Pay Batch 51<br>Hours Description   |             |              | - *   | 15         |            |                                |               |            |
|---|-------------|--------------|---|------------|------------|--------------------------------|---------------|------------|
|   | Hours       | Gross        | Withholdings and Deductions                                     |            | Gross Base | Benefits                       |               | Gross Base |
| 207A Disability - 207A Disability<br>BERV - Bereavement | 160.0000    | 1,822.30     |   | 605,308.12 |            | Health Ins 298 Class 2 Family  | 31,764.60     | .00        |
| CMPE 1.0 - Comp Earned @ 1.0                            | 14.0000     | 342.38       |   | -          |            | Health Ins 298 Class 2 Single  | 11,703.70     | .00        |
| CMPU - Comp Time Used                                   | 222.5000    | .00          | Federal   | 61,527,86  | 561,909.51 | Health Ins 298 Class 3 Family  | 90,082.85     | .00        |
| EDAY - Extra Day  | 278.7500    | 9,209.14     | FICA  | 36,648.82  | 591,110.21 | Health Ins 298 Class 3 Single  | 9,361.92      | .00        |
|   | 230.0000    | 8,137.72     | Medicare  | 8,571.04   | 591,110.21 | Health Ins 298 Class 4 Family  | 7,326.29      | .00        |
| FHDB - Floating Holiday Buy Out                         | 356.0000    | 13,074.00    | New York State  | 28,482,84  | 573,040.70 | Health Ins 298 Class 4 Single  | 2,233.50      | .00        |
| FHDU - Floating Holiday Used<br>FLSA - FLSA             | 472.0000    | 14,421.61    | 457 % Deduction   | 6,999.51   | 100,337.10 | Total                          | \$152,472.80  | .00        |
|   | .0000       | 74.09        | 457 Flat Dollar Deduction                                       | 11,070.00  | .00        | 10th                           | \$102/11/2100 |            |
| HOL - Holiday   | 747.0000    |              | AFLAC POSTTAX   | 302.09     | .00        | Employer Taxes                 |               | C P        |
| HOLIDAYPT - Holiday - Part Time                         | 7.0000      |              | AFLAC PRETAX  | 395.68     | .00        | FICA                           | 60010X01070   | Gross Base |
| JURY - Jury Duty  | 8.0000      |              |   | 693.58     | .00        | Medicare                       | 36,648.82     | 591,110.21 |
| OOT - Out of Title                                      | 701.5000    | 27,895.27    | ALLSTATE PRETAX   | 569.96     | .00        | Total                          | <8;571:04»    | 591,110.21 |
| OOT OT 1.5 - Out of Title OT at                         | 181.5000    |              | Child Support - Amount  | 301.00     | .00        | local                          | \$45,219.86   |            |
| OOT OT SHIFT 10% - OOT OT                               | 17.0000     | 778.89       | COLONIAL LIFE POSTTAX   | 95.21      | .00        | Morkeyel Come                  |               |            |
| OT 1.0 - Overtime at Straight 1.0                       | 50.7500     | 1,514.17     |   | 32.88      |            | Workers' Comp                  |               | Gross Base |
| OT 1.5 - Overtime @ 1.5                                 | 1,055.7500  | 46,753,23    | FSA PRETAX  | 506.95     | .00        | Workers Compensation - General | 23,224.32     | 460,607.64 |
| OT 1.5 SHIFT 10% - OT @ 1.5                             | 26.0000     |              | Health Ins 298 Class 2 Family                                   | 2,737,80   | .00        | Workers Compensation - Sewer   | 2,499.87      | 50,538.94  |
| OT 1.5 SHIFT 15% - OT @ 1.5                             | 116.0000    | 5,504.90     |   |            | .00        | Workers Compensation - Water   | 2,593.71      | 57,588.66  |
| RSU - Personal Used                                     | 318.0000    | 12,024.37    | Health Ins 298 Class 3 Family                                   | 4,276,40   | .00        | Workers Compensation 50%       | 604.80        | 8,942.60   |
| EG - Regular  | 11,692.2500 |              |   | 2/609/85   | .00        | Total                          | \$28,922.70   |            |
| EG PT - Regular Part Time                               | 228.2500    | 8,691 51     | Health Ins 298 Class 4 Family                                   | 759.12     | .00        |                                |               |            |
| EG SHIFT 10% - Regular Shift                            | 168.0000    | 5,356.53     | Health Ins 298 Class 4 Failing<br>Health Ins 298 Class 4 Single | -814:05    | .00        | Direct Deposits                |               | Amount     |
| EG SHIFT 15% - Regular Shift                            | 360.0000    |              | NEW YORK LIFE   | -248/16    | .00        | Armed Forces Bank              |               | 1,381.13   |
| EGS - Regular Seasonal                                  | 72.0000     |              |   | 162.43     | .00        | Bancorp Bank                   |               | 1,193.63   |
| GS - Regular - Salary                                   | 70.0000     | .00          | Pearl Insurance through CSEA                                    | 257.97     | .00        | Bank of Akron                  |               | 2,794.65   |
| AL - Salary   | .0000       |              | PRINCIPAL DENTAL  | 1,710.32   | .00        | Bank of America                |               | 5,582.36   |
| AL PT - Salary Part Time                                | .0000       |              | PRINCIPAL VISION  | 277.63     | .00        | BANK OF AMERICA (2)            |               | 1,607.25   |
| CKU - Sick Used   | 521.5000    |              |   | 2,268.00   | .00        | BANK OF AMERICA (4)            |               | 1,848.50   |
| TIP - Stipend   | .0000       |              |   | 46.00      | .00        | BANK OF AMERICA (6)            |               | 1,280.61   |
| ACE - Vacation Earned                                   | 428.0800    |              | RET ERS PRE-TAX SCP   | 45.37      | .00        | Bank on Buffalo                |               | 3,395.84   |
| ACU - Vacation Used                                     | 218.0000    |              | RET PF LOANS  | 427.00     | .00        | Chase                          |               | 211.22     |
| otal  | 18,719.8300 | 8,067.83     | RET PF PRE-TAX SCP  | 391.94     | .00        | Chase Bank                     |               | 1,928.77   |
|   | 10,/19.8300 | \$605,308.12 | Retire ERS Tier 6 <= \$100,000                                  | 401.43     | 6,981.26   | Chase Bank (2)                 |               | 3,721.46   |
|   |             |              | Retire ERS Tier 6 <=\$45,000                                    | 1,952.64   | 65,087.71  | Chime                          |               | 350.00     |
|   |             |              | Retire ERS Tier 6 <=\$45,000 OT                                 | 495.08     | 16,501.72  | Citizens Bank                  |               | 15,663.92  |
|   |             |              | Retire ERS Tier 6 <=\$55,000                                    | 1,451.78   | 41,479.15  | Cornerstone Comm FCU           |               |            |
|   |             |              | Retire ERS Tier 6 <=\$55,000 OT                                 | 281.27     | 8,036.11   | Discover Bank                  |               | 126,994.30 |
|   |             |              | Retire ERS Tier 6 <=\$75,000                                    | 645.35     | 14,341.31  | Encompass Niagara FCU          |               | 800.00     |
|   |             |              | Retire ERS Tier 6 >\$100,000                                    | 100.10     | 1,668.40   | ESL FCU                        |               | 180.00     |
|   |             |              | Retire PFRS <= \$55,000   | 2,122.10   | 60,630.97  |                                |               | 1,189.84   |
|   |             |              |   | -,         | 00,000.07  |                                |               | 1,877.54   |

Run by Ashley Bretherton on 2/4/2025 8:54:17 AM

ty of Lockport

I HEREBY CERTIFY that the persons named in this payroll are employed solely in and have actually performed the duties of positions and employments indicated for the period ending 1/16/25, PAID on date 1/23/25 is approved at dollars, \$ 57193669 Civil Service Mary Pat Filbert

## **Pay Day Register**

Pay Date Range 01/03/25 - 01/16/25 Pay Batch 01/23/25

# Pay Batch 01/23/25 Total

0

| Pay Batch 01/23/25 Total<br>Employees in Day 5 Total  |             | is approv                               | red at dollars \$ 571936         | 69         |  |                                |              |              |
|---|-------------|---|----------------------------------|------------|--|--------------------------------|--------------|--------------|
| Employees in Pay Batch 220<br>Female Employees is a construction of the second sec |             | Civilo                                  | ervice Mary Pat                  | Filbert    |  |                                |              |              |
| Female Employees in Pay Batch 220<br>Hours Description  |             |   |                                  |            |  |                                |              |              |
| Hours Description   |             |   | 5                                |            | 8  |                                |              |              |
| 20/A Dicat iti  | Hours       | 100000000000000000000000000000000000000 |                                  |            | 3  |                                |              |              |
| BERV - Bereavement  |             | Gros                                    |                                  |            | Gross Base   | Benefits                       |              | <b>•</b> • • |
| CMPR - C-   | 160.0000    | 1,822.3                                 | 0 Gross                          | 571,936.69 | 01033 0030   |                                |              | Gross E      |
| CMPE 1.0 - Comp Earned @ 1.0<br>CMPE 1.5 - Comp Farmed @ 1.0  | 16.0000     | 619.8                                   | 6 Imputed Income                 | 571,550.05 |  | Health Ins 298 Class 2 Family  | 31,764.60    |              |
| CMPE 1.5 - Comp Earned @ 1.0<br>CMPE 1.5 - Comp Earned @ 1.5<br>CMPU - Comp Time Load   | 18.7550     | 553.4                                   |                                  | F7 F07 44  | and the second s | Health Ins 298 Class 2 Single  | 11,703.70    |              |
| CMPU Comp Earned @ 15   | 98,2500     |   | 0 FICA                           | 57,592.41  | 529,313.73   | Health Ins 298 Class 3 Family  | 89,074.68    |              |
| CMPU - Comp Time Used   | 20.0000     | .0                                      |                                  | 34,503.18  | 556,504.25   | Health Ins 298 Class 3 Single  | 8,940.21     |              |
| EDAY - Extra Day  | 355,7500    |   |                                  | 8,069.19   | 556,504.25   | Health Ins 298 Class 4 Family  | 7,326.29     |              |
|   | 324.0000    | 11,291.4                                |                                  | 27,203.11  | 538,655.94   | Health Ins 298 Class 4 Single  | 2,233.50     |              |
| FHDB - Floating Holiday Buy Out<br>FHDE - Floating Holiday Earned<br>FHDU - Floating Holiday Earned   |             | 11,929.12                               | ier in Deddedon                  | 6,788.31   | 96,750.84  | HRA 298 Class 3 Family         |              |              |
| FHDU - Float  | 40.0000     | 1,612.23                                | 3 457 Flat Dollar Deduction      | 11,060.00  | .00  | UDA 200 Class 5 Fairling       | 26,850.80    |              |
| FLSA - FLOA   | 527.8400    | .00                                     | AFLAC POSTTAX                    | 302.09     |  | HRA 298 Class 4 Family         | 1,969.56     |              |
| LONG  | 116.0000    | 3,992.78                                | AFLAC PRETAX                     |            | .00  | HRA 298 Class 4 Single         | 697.06       |              |
| LONG - Longevity Payment<br>MILI - Military Time  | .0000       | 312.70                                  | ALLSTATE POSTTAX                 | 395.68     | .00  | HRA Family Flat                | 44,200.00    |              |
| OOT - Out - Time  | .0000       | 2 700 00                                | ALLSTATE PRETAX                  | 693.58     | .00  | HRA Single \$250 Flat          | 8,350.00     |              |
| OOT OT to Title   | 24.0000     | 007 10                                  | CHILLS ALL PRETAX                | 569.96     | .00  | Total                          | \$233,110.40 |              |
| OOT OT 1.5 - Out of Title OT at<br>OT 1.0 - Overtime at Start   | 644.0000    | 907.15                                  | Child Support - Amount           | 301.00     | .00  |                                | 4200/210.10  |              |
| OT 1.0 - Overtime at Straight 1.0   | 13.0000     | 26,763.51                               | COLONIAL LIFE POSTTAX            | 95.21      | .00  | Employer Taxes                 |              | <b>.</b>     |
| OT 1.5 - Overtime at Straight 1.0<br>OT 1.5 SHIFT 1000 (0 1.5   | 42,0000     | 560.68                                  | COLONIAL LIFE PRETAX             | 32.88      | .00  | FICA                           | 0.1 500 10   | Gross E      |
| 0115 6117   | 42.0000     | 1,216.59                                | Firefighter Life Ins             | 147.20     |  |                                | 34,503.18    | 556,504      |
| OT 1.5 SHIFT 1500 - 01 @ 1.5  | 756.7500    | 34,425.33                               | FSA PRETAX                       |            | .00  | Medicare                       | 8,069.19     | 556,504      |
| PRSF _ D0 - 01 @ 15   | 64.0000     | 2,902.21                                | Health Ins 298 Class 2 Family    | 506.95     | .00  | Total                          | \$42,572.37  |              |
| PRSU - Day Larned   | 30.0000     | 1,414.97                                | Health Ins 298 Class 2 Single    | 2,885.59   | .00  |                                |              |              |
| REG - Poor Used   | 151.0000    | .00                                     | Health Trac 200 Class 2 Single   | 1,276.40   | .00  | Workers' Comp                  |              | Gross B      |
| REG PT - Regular Part Time<br>REG SHIFT 10%   | 400.0000    |   |                                  | 2,431.44   | .00  | Workers Compensation - General | 22,256.64    | 441,265      |
| REG SHIFT 10% - Regular Shift<br>REG SHIFT 15% - Regular Shift  | 12,325.7500 | 200,200,04                              | Health Ins 298 Class 3 Single    | 759.12     | .00  | Workers Compensation - Sewer   | 2,391.18     | 50,457       |
| REC SHIFT 10% - Regular Ship  | 254.2500    | 390,308.04                              | Health Ins 298 Class 4 Family    | 814.05     | .00  | Workers Compensation - Water   |              |              |
| REG SHIFT 10% - Regular Shift<br>REGS - Regular Search  | 160.0000    | 8,654.25                                | Health Ins 298 Class 4 Single    | 248.16     | .00  | Workers Compensation 50%       | 2,255.40     | 49,953       |
| REGS - Regular Seasonal<br>RET REF1 - Ret Parts   |             | 5,092.04                                | NEW YORK LIFE                    | 162.43     | .00  |                                | 544.32       | 8,028        |
| REF1 - Ret Refuel a   | 384.0000    | 12,450.78                               | PRINCIPAL DENTAL                 | 1,698.30   |  | Total                          | \$27,447.54  |              |
| RET REF1 - Ret Refund Contrib &<br>RETRO - Retroactive Pay<br>RETRO OT - Retroactive Pay  | 80.0000     | 1,240.00                                | PRINCIPAL VISION                 |            | .00  |                                |              |              |
| NEIRO OT  | .0000       | 1,192,25                                | RET ERS LOANS                    | 277.63     | .00  | Direct Deposits                |              | Amo          |
| RGS - Regul Retroactive Pav   | .0000       | 32 40                                   | RET ERS POST-TAX SCP             | 2,268.00   | .00  | Armed Forces Bank              |              | 1,470        |
| SAL   | .0000       | 002.70                                  | RET ERS POST-TAX SCP             | 46.00      | .00  | Bancorp Bank                   |              | 1,243        |
| SAL PT - C-   | 70.0000     | 552.57                                  | RET ERS PRE-TAX SCP              | 45.37      |  | Bank of Akron                  |              | C            |
| SCKE - Sick Earned  | .0000       | 2 000 54                                | RET PF LOANS                     | 427.00     |  | Bank of America                |              | 2,608        |
| SCKI Sick Earned  | .0000       | 3,806.51                                | RET PF PRE-TAX SCP               | 476.36     |  | BANK OF AMERICA (2)            |              | 5,439        |
| SCKL - Sick Lost  | 267.0000    | 1,557.68                                | Retire ERS Tier 6 <= \$100,000   | 378.59     | 6,584.19   | PANK OF AMERICA (2)            |              | 1,607        |
|   | 101.0000    | .00                                     | Retire ERS Tier 6 <=\$45,000     | 1,957.30   |  | BANK OF AMERICA (4)            |              | 1,430.       |
| STIP - Stipend  | 191.2500    | .00                                     | Retire ERS Tier 6 <=\$45 000 OT  |            | 65,242.55  | BANK OF AMERICA (6)            |              | 1,368.       |
|   | 514.0000    | 16,948.64                               | Retire ERS Tier 6 <= \$55,000    | 273.13     |  | Bank on Buffalo                |              | 3,472.       |
| ACE - Vacation F  | .0000       | 192.31                                  | Retire ERS Tier 6 <= \$55,000 OT | 1,412.10   |  | Chase                          |              | 190.         |
| VACE - Vacation Buy Out -<br>VACE - Vacation Earned<br>VACL - Vacation Lost   | 40.0000     | 1,973.18                                | Petiro EDC Tier C                | 84.77      | 2,421.97   | Chase Bank                     |              | 1,962.       |
| Lost  | 72.0000     |   | Retire ERS Tier 6 <= \$75,000    | 670.04     |  | Chase Bank (2)                 |              | 1,786.       |
|   | 120         | .00                                     | Retire PFRS <= \$55,000          | 2,072.28   |  | Chime                          |              |              |
| un by Ashley Bretherton on 1/21/2025 1  |             | .00                                     | Retire PFRS Tier 6 <= \$100,000  | 2,760.15   |  | Citizens Bank                  |              | 350.         |
|   |             |   |                                  |            | T  |                                |              | 14,076.      |



Jan 31, 2025

To the City of Lockport City Clerk, Emily Stoddard,

We, the Lock City Circus, would like to request the use of the city of Lockport bleachers to use in our production of the Lock City Circus at the Kenan Center on February 21 and February 22, 2025. We will name the City of Lockport as additional insured on our insurance policy and will provide you with the proper documentation as needed.

The use of the bleachers over the past years have been a huge help to the success of the event. We appreciate your time and attention to this matter.

Thank You, Dennis Caswell Lock City Circus / D&T Graphics lockcitycircus@gmail.com 716-990-1477

5901 S Transit Rd, Lockport, NY 14094 - 716-990-1477 - LockCityCircus@gmail.com

## **City Clerk**

| From:    | Kristin Schubring <kschubring@lockportny.gov></kschubring@lockportny.gov> |
|----------|---|
| Sent:    | Tuesday, February 11, 2025 3:13 PM  |
| То:      | deputyclerk@lockportny.gov  |
| Cc:      | cityclerk@lockportny.gov  |
| Subject: | AP Fund Totals 1/31/25 spc run, 2/12/25 (2024 & 2025)                     |

Hello,

Invoices to be approved at the meeting on 2/12/25 are as follows:

## 2024 Expenses

Fund A General - \$158,835.55 Fund FX Water - \$5,133.83 Fund G Sewer - \$29,628.04 Fund H Capital Projects - \$13,683.05 Total - \$207,280.47

## 2025 Expenses

Fund A General - \$170,673.36 Fund FX Water - \$41,520.42 Fund G Sewer - \$13,590.86 Fund S Worker's Comp - \$20,611.80 Total - \$246,396.44



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

## City of Lockport

# Employee Anniversary Report

February

3

| byee A                             | Primary Department     | Date       | Years  |
|------------------------------------|------------------------|------------|--------|
| 1114 Palumbo, Anthony J Police Cap | Police Department      | 02/06/1995 | 30     |
| 1098 Keleher, James B              | Fire Department        | 02/17/1997 | 28     |
| 1189 Browning, Shirley             | Waste Water Department | 02/03/2003 | 22     |
| 1037 Szymanski, Randy S            | Public Works           | 02/06/2004 | 21     |
| 1043 Stadlmeir, Joshua             | Public Works           | 02/21/2007 | 18     |
| 1044 Walker, Christopher J         | Water Administration   | 02/23/2007 | 18     |
| 1079 Devine, Matthew M             | Fire Department        | 02/11/2008 | 17     |
| 1084 Galanis, Michael P            | Fire Department        | 02/11/2008 | 17     |
| 1103 Loucks, Timothy M             | Fire Department        | 02/11/2008 | 17     |
| 1225 Jones, William E              | Police Department      | 02/28/2011 | 14     |
| 1086 Gowanlock, Richard T          | Fire Department        | 02/13/2017 | 8      |
| 1105 Lundquist, Timothy C          | Fire Department        | 02/13/2017 | 8      |
| 1139 Turton, Adam M                | Fire Department        | 02/13/2017 | 8      |
| 1147 Wolck, Joshua R               | Fire Department        | 02/13/2017 | 8      |
| 1167 Burruano, Lisa A              | City Treasurer         | 02/28/2017 | 8      |
| 1065 Davis, Mark P JR              | Fire Department        | 02/02/2018 | 7      |
| 1075 Burke, Peter J                | Fire Department        | 02/12/2018 | 7      |
| 1096 Kaszuba, Nicholas V           | Fire Department        | 02/12/2018 | 7      |
| 1109 Messer, John W                | Fire Department        | 02/12/2018 | 7      |
| 1144 Webster, Corey P              | Fire Department        | 02/12/2018 | 7      |
| 1074 Burdick, Patricia A           | Police Department      | 02/23/2018 | 7      |
| 1223 Kalbfliesh, Nicholas P        | Fire Department        | 02/11/2019 | 6      |
| 1222 Licata, Paul D                | Fire Department        | 02/11/2019 | 6      |
| 1221 Pytlik, James P               | Fire Department        | 02/11/2019 | 6      |
| 1320 Weber, Erics Fire tighter     | Fire Department        | 02/10/2020 | 5      |
| 1428 Higgins, John F II            | Police Department      | 02/23/2021 | 4      |
| 1473 Allen, Jeremy E               | Fire Department        | 02/14/2022 | 3      |
| 1472 DiCarlo, Nicholas L           | Fire Department        | 02/14/2022 | 3      |
| 1468 Evans, Connor T               | Fire Department        | 02/14/2022 | 3      |
| 1471 Fisher, Sean MJ               | Fire Department        | 02/14/2022 | 3      |
| 1470 Hildebrant, Randall C JR      | Fire Department        | 02/14/2022 | 3      |
| 1474 Smith, Ian T                  | Police Department      | 02/14/2022 | 3      |
| 1469 Sukdolak, Baxter C            | Fire Department        | 02/14/2022 | 3      |
| 1513 Bair, Aaron J                 | Fire Department        | 02/06/2023 | 3<br>2 |
| 1512 Spark, Caleb M                | Fire Department        | 02/06/2023 | 2      |
| 1575 Cacciatore, Alexis T          | Public Works           | 02/02/2024 | 1      |
| 1576 Harris, Jacob D               | Fire Department        | 02/07/2024 | 1      |

## **City Clerk**

From:James Carman <jamescarman1985@gmail.com>Sent:Friday, January 10, 2025 4:39 PMTo:cityclerk@lockportny.gov; Emily StoddardSubject:[EXTERNAL] WNYDGC league

Hello,

Western NY Disc Golf would like to use the disc golf course for its league.

- 1. Who western NY Disc Golf
- 2. When Mondays 4/28 9/8
- 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 - will send soon!

Thanks, James Carman 315-380-5130

# City of Lockport - Resolution Request Form

| Agenda Description: 7/26 Street Clos   | sure Request  |
|--|---|
| Presented By: The Lock Tender  | Date Submitted:   |
| Topic Area (Select N   | Most Applicable Option):  |
| Community Event ✓<br>Budget Amendment<br>Contract Approval<br>Donation Acceptance<br>Grant Application / Award<br>Fund Utilization Request | Local Law Change<br>Community Development<br>Community Event<br>Engineering Process<br>Code and Planning<br>Other |
|  | ouncil meeting. Otherwise request will go to following meeting.   |
| Summary of Resolution:<br>The Lock Tender requests closure of Ontario  |   |
| additional hours of closure request is for set u<br>and we will provide insurance, and barriers of<br>Explanation of Attachments:          |   |
| Please include all backup correspondence, purchase order, quotes, mee<br>be released publically, please d                                  | ting minutes, emails, etc If any of this information is confidential and cannot                                   |
|  | Finance Approval:   |
| Notes:<br>Name: Seth Piccirillo, co-owner  |   |

## **City Clerk**

| From:        | Scott Sherwood <ssherwood@bndg.org></ssherwood@bndg.org>                  |
|--------------|---|
| Sent:        | Wednesday, January 29, 2025 3:57 PM                                       |
| To:          | cityclerk@lockportny.gov  |
| Cc:          | Santos Torres   |
| Subject:     | [EXTERNAL] 2025 Buffalo Niagara Disc Golf and DiscGolf716 Outwater Events |
| Attachments: | CITY OF LOCKPORT (1).pdf  |

Good afternoon,

I hope the new year is treating you well. I'm writing to formally request the use of Outwater Memorial Park for two events scheduled this year. Both of these events have been previously held under the DiscGolf716 brand, and this year, they will continue to be hosted by DiscGolf716, but will also be a part of the newly established 501(c)(3) Buffalo Niagara Disc Golf event calendar.

**Event Details:** 



Tournament One: Lockdown at the Locks

• Date: May 24th, 2024

• Time: 7:00 AM to 7:00 PM

Lockdown at the Locks returns for its second run. This is a BYOP Doubles event with a special limited disc format! Between partners you may only carry and use 8 discs total, including your putting putters! This tournament will be classic shotgun start with players arriving at around 8am for check in with tee off round one around 9:30am and round two after a hour lunch

1



Tournament Two: Niagara Classic

- Round 1 Venue: Outwater Memorial Park
- Date: August 30th, 2024
- Time: 6:00 AM to 7:00 PM

The Niagara Classic is returning for its sophomore event, and will once again feature a two-day tee time tournament format rather than the traditional shotgun start. Round 1 will take place at Outwater Memorial Park, and Round 2 is scheduled for Royalton Ravine. Players will tee off from Hole 1, with groups starting every 10 minutes. The first group is set to tee off at 8:00 AM, continuing until 3:00 PM.

For this year's Niagara Classic we are also looking to improve the event for players on the day off. Last year due to the weather and other events made it difficult to get out to prep the course and mark OB's. This year to make sure the Niagara Classic is the top tier event we are looking to make sure the course is prep and marked a few days before the event. allowing players to practice the course with the OB's set like they will be on Saturday.

We are excited about the opportunity to showcase these events again at your venue and look forward to taking what we learned from past events and making them better. Your consideration of this request is greatly appreciated.

Attached below is our insurance for Lockdown at the Locks and we are currently working on the insurance for after June and once we get that taken care off we will update with the new insurance info

Thank you for your time and attention to this matter. Please let me know if there are any additional requirements or information needed to facilitate this request.

Best regards,



|    | 1.1 | _  | - |   |
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| 6  |     | 1  |   |   |

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| CERTIFIC<br>BELOW.  | RTIFICATE IS ISSUED AS A<br>CATE DOES NOT AFFIRMAT<br>THIS CERTIFICATE OF IN<br>ENTATIVE OR PRODUCER, A            | IVELY                                 | OR NEGATIVELY AMEND   | , EXTE   | ND OR AL  | FER THE CO   | <b>OVERAGE AFFO</b>   | RDED BY                   | THE POLICIES                      |  |  |
|---|--|---------------------------------------|---|--|---|--|---|---------------------------|-----------------------------------|--|--|
| If SUBRO  | ANT: If the certificate holder<br>OGATION IS WAIVED, subjec<br>ificate does not confer rights t                    | t to the                              | terms and conditions of t   | the poli   | cv. certain r   | olicies may  | NAL INSURED p<br>require an endo  | provisions o<br>prsement. | or be endorsed.<br>A statement on |  |  |
| PRODUCER  | incate does not comer rights i   | entificate noider in neu or s         | CONTA<br>NAME:  | CT TAMMY   | M WRONA   |  |   |                           |                                   |  |  |
|   | er Peters Agency LLC   |                                       |   | PHONE  | o, Ext): (716)  |  |   | FAX<br>(A/C, No): (7      | 16) 328-1769                      |  |  |
| 3306 Sprin  |  |                                       |   | E-MAIL   | o, Ext): (110)  | @cpetersager   |   | (A/C, NO): (/             | 10) 020-1100                      |  |  |
|   | 3  |                                       |   | E-MAIL<br>ADDRESS: cpeters@cpetersagency.com<br>INSURER(S) AFFORDING COVERAGE  |   |  |   |                           |                                   |  |  |
| North Tona  | awanda   |                                       | NY 14120  | INCLIDE  | RA: ERIE I  |  | DING COVERAGE   |                           | NAIC #<br>26263                   |  |  |
| INSURED   |  |                                       | 111 11120   | INSURE   | and the second  | 10 00  |   |                           | 20203                             |  |  |
|   | SPARTAN DISCS LLC  |                                       |   | and a state of the second second   | e de la companya de l |  |   |                           |                                   |  |  |
|   | 1459 PAYNE AVENUE  |                                       |   | INSURE   |   |  |   |                           |                                   |  |  |
|   |  |                                       |   | INSURE   |   |  |   |                           |                                   |  |  |
|   | NORTH TONAWANDA  |                                       | NY 14120  | INSURE   | LIVES LIVE  |  |   |                           |                                   |  |  |
| COVERAG   |  | TIFICA                                | TE NUMBER:  | INSURE   | KF;   |  | REVISION NUM  | DED.                      |                                   |  |  |
| THIS IS TO<br>INDICATED<br>CERTIFIC/<br>EXCLUSIC  | O CERTIFY THAT THE POLICIES<br>D. NOTWITHSTANDING ANY RI<br>ATE MAY BE ISSUED OR MAY<br>DNS AND CONDITIONS OF SUCH | OF INS<br>EQUIRE<br>PERTAI<br>POLICIE | SURANCE LISTED BELOW HA<br>MENT, TERM OR CONDITION<br>N, THE INSURANCE AFFORD<br>S. LIMITS SHOWN MAY HAVE | OF AN  | Y CONTRAC<br>THE POLICIE<br>REDUCED BY  | O THE INSUR<br>FOR OTHER<br>ES DESCRIBE<br>PAID CLAIMS | ED NAMED ABOVI<br>DOCUMENT WITH<br>D HEREIN IS SUE  | E FOR THE                 | TO WHICH THIS                     |  |  |
| INSR<br>LTR   | TYPE OF INSURANCE  | ADDL SU                               | BR<br>VD POLICY NUMBER  |  | POLICY EFF<br>(MM/DD/YYYY)  | POLICY EXP<br>(MM/DD/YYYY)                             |   | LIMITS                    |                                   |  |  |
| × co  | MMERCIAL GENERAL LIABILITY   |                                       |   |  |   |  | EACH OCCURRENCE<br>DAMAGE TO RENTEI<br>PREMISES (Ea occur   | D                         | 1,000,000<br>1,000,000            |  |  |
|   |  | 18-27                                 | news many compensations   |  |   |  | MED EXP (Any one person) \$ 5,000   |                           | 5,000                             |  |  |
| Α   | GEN'L AGGREGATE LIMIT APPLIES PER:   |                                       | Q61-0423720   |  | 06/10/2024  | 06/10/2025   | PERSONAL & ADV INJURY \$ 1,000  |                           | 1,000,000                         |  |  |
| and the second se |  |                                       |   |  |   |  | the second s  |                           | 2,000,000                         |  |  |
|   | LICY PRO-<br>JECT LOC<br>HER:  |                                       |   |  |   |  | PRODUCTS - COMP/  | OP AGG \$ 2               | 2,000,000                         |  |  |
| AUTOMO  | DBILE LIABILITY  |                                       |   |  |   |  | COMBINED SINGLE LIMIT (Ea accident)   |                           |                                   |  |  |
| ANY   | YAUTO  |                                       |   |  |   |  | BODILY INJURY (Per  | person) \$                |                                   |  |  |
| OW  | NED SCHEDULED AUTOS  |                                       |   |  |   |  | BODILY INJURY (Per accident) \$   |                           |                                   |  |  |
| HIR   | ED NON-OWNED AUTOS ONLY  |                                       |   |  |   |  | PROPERTY DAMAGE<br>(Per accident)   | \$                        |                                   |  |  |
|   |  |                                       |   |  |   |  | (i ci doudenty  | \$                        |                                   |  |  |
| UME   | BRELLA LIAB OCCUR  |                                       |   |  |   |  | EACH OCCURRENCE   | s s                       |                                   |  |  |
| EXC   | CLAIMS-MADE  |                                       |   | 1.00   |   |  | AGGREGATE   | \$                        |                                   |  |  |
| DEC   | RETENTION \$   |                                       |   |  |   |  | alana alan dalah dala | s                         |                                   |  |  |
| WORKER  | S COMPENSATION   |                                       |   |  |   |  | PER<br>STATUTE  | OTH-<br>ER                |                                   |  |  |
| ANY PROP  | LOYERS' LIABILITY<br>PRIETOR/PARTNER/EXECUTIVE   |                                       |   |  |   |  | E.L. EACH ACCIDENT  |                           |                                   |  |  |
| (Mandator   | MEMBER EXCLUDED?   | N/A                                   |   |  |   |  | E.L. DISEASE - EA EN  | ARCT MARKED TO T          |                                   |  |  |
| If yes, desi<br>DESCRIPT  | cribe under<br>TION OF OPERATIONS below  |                                       |   |  |   |  | E.L. DISEASE - POLIC  |                           |                                   |  |  |
|   |  |                                       |   |  |   |  |   |                           |                                   |  |  |
| _   |  |                                       |   |  |   |  |   |                           |                                   |  |  |
| DESCRIPTION C<br>The certifica<br>DATE: 9/07/   | DF OPERATIONS / LOCATIONS / VEHICL<br>ate holder is added as an additic<br>/24                                     | es (Aco<br>nal insu                   | RD 101, Additional Remarks Schedu<br>Ired but only with respect to I                                      | ile, may b<br>iability a   | e attached if mor<br>arising out of t   | e space is requir<br>the named ins                     | <sup>ed)</sup><br>sured during the p  | olicy period.             |                                   |  |  |
| CERTIFICATE HOLDER  |  |                                       |   |  | CANCELLATION  |  |   |                           |                                   |  |  |
| CITY OF LOCKPORT  |  |                                       |   | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE<br>THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN<br>ACCORDANCE WITH THE POLICY PROVISIONS. |   |  |   |                           |                                   |  |  |
| ONE LOCKS PLAZA   |  |                                       | NY 14094  | 7/13/2022/25/25/26   | RIZED REPRESEN  |  | Detus   |                           | 100                               |  |  |

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Jan 31, 2025

To the City of Lockport City Clerk, Emily Stoddard,

We, the Lock City Circus, would like to request the use of the city of Lockport bleachers to use in our production of the Lock City Circus at the Kenan Center on February 21 and February 22, 2025. We will name the City of Lockport as additional insured on our insurance policy and will provide you with the proper documentation as needed.

The use of the bleachers over the past years have been a huge help to the success of the event. We appreciate your time and attention to this matter.

Thank You, Dennis Caswell Lock City Circus / D&T Graphics lockcitycircus@gmail.com 716-990-1477

5901 S Transit Rd, Lockport, NY 14094 - 716-990-1477 - LockCityCircus@gmail.com



| CERTIFICATE OF INSURANCE                                     |  |  |   | PRINT DATE: 1/31/2025  |  |                         |                    |  |  |  |
|--|--|--|---|--|--|-------------------------|--------------------|--|--|--|
|  |  |  |   |  | CERTIFICATE NUMBER: 202501311109621  |                         |                    |  |  |  |
| AG   | ENCY:  |  |   |  |  |                         |                    |  |  |  |
| 5909 Peachtree Dunwoody Road, Suite 800<br>Atlanta, GA 30328 |  |  | CONFERS   | RTIFICATE IS ISSUED AS A<br>NO RIGHTS UPON THE CERTIF<br>ND, EXTEND OR ALTER THE C | ICATE HOLDER. THIS CE  | RTIFICATE DOES          |                    |  |  |  |
| NA   | MED INSURED:   |  |   | INSURER  | S AFFORDING COVERAGE:  |                         |                    |  |  |  |
| 13   | SA Track & Field, Inc.<br>10 East Washington Street, Suite 80<br>dianapolis IN 46204   | Historic Palace Inc<br>00                        |   | INSURER  | A: Clear Blue Insurance Comp   | any NAIC #28860         |                    |  |  |  |
| EV   | ENT INFORMATION:   |  |   |  |  |                         |                    |  |  |  |
| Loc  | kport 10 (2/8/2025 - 2/8/2025)   |  |   |  |  |                         |                    |  |  |  |
| PO   | LICY/COVERAGE INFORMATION  | l:   |   |  |  |                         |                    |  |  |  |
| INS  | E POLICIES OF INSURANCE LISTEI<br>QUIREMENT, TERM OR CONDITION<br>SURANCE AFFORDED BY THE POL<br>ITTS SHOWN MAY HAVE BEEN REDU                             | I OF ANY CONTRACT OR O<br>ICIES DESCRIBED HEREIN | THER DOCUMEN  | IT WITH RESPE  | CT TO WHICH THIS CERTIFICAT  | E MAY BE ISSUED OR M    | AY PERTAIN THE     |  |  |  |
| INS  | TYPE OF INSURANCE:   | POLICY NUMBER(S):                                | EFFECTIVE:  | EXPIRES:   | LIMITS:  |                         |                    |  |  |  |
| A  | GENERAL LIABILITY  |  |   | Y  |  |                         |                    |  |  |  |
|  | X Occurrence   | CZ26INGL0001-02                                  | 11/1/2024<br>12:01 AM   | 11/1/2025<br>12:01 AM  | GENERAL AGGREGATE (F   | Per Event)              | \$4,000,000        |  |  |  |
|  | X Participant Legal Liability  |  |   | 12.01740   | EACH OCCURRENCE  |                         | \$2,000,000        |  |  |  |
|  |  |  |   |  | DAMAGE TO RENTED PREMISES (Each Occ.)  |                         | \$2,000,000        |  |  |  |
|  |  |  |   |  | MEDICAL EXPENSE (Any one person)   |                         | EXCLUDED           |  |  |  |
|  |  |  |   |  | PERSONAL & ADV INJURY  |                         | \$2,000,000        |  |  |  |
|  |  |  |   |  | PRODUCTS-COMP/OP AG  |                         | \$2,000,000        |  |  |  |
| A  | UMBRELLA/EXCESS LIABILITY  |  |   |  |  |                         |                    |  |  |  |
| C727IN/2Y0001.02 11///2024 11                                |  |  |   |  |  |                         | <b>1</b> 0,000,000 |  |  |  |
|  | X Occurrence   |  | 12:01 AM  | 12:01 AM   | EACH OCCURRENCE  |                         | \$3,000,000        |  |  |  |
|  |  |  |   |  | AGGREGATE  |                         | \$3,000,000        |  |  |  |
|  | CRIPTION OF OPERATIONS/LO  |  | initia di Communitatione di Communitatione di Communitatione di Communitatione di Communitatione di Communitati |  |  |                         |                    |  |  |  |
| par<br>The   | verage applies to USA Track & Fi<br>ticipant check-in and award ceremo<br>e certificate holder is an additional i<br>e General Liability policy is primary | onies.<br>nsured per the following e             | ndorsement: Bla   | inket Additional   | Insured (CB 03 03)   |                         | and tear-down,     |  |  |  |
| The<br>24 (  | General Liability policy contains a<br>04).  | a blanket Waiver of Subro                        | gation as requir  | ed by contract   | per Waiver of Transfer of Right  | s of Recovery Against ( | Others (Form CG    |  |  |  |
| Exc  | ess policy follows form of underlyir   | ng General Liability.                            |   |  |  |                         |                    |  |  |  |
| CER  | TIFICATE HOLDER:   |  |   | NOTICE O   | F CANCELLATION:  |                         |                    |  |  |  |
| 1 L  | v of Lockport<br>ocks Plaza  |  |   |  | Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. |                         |                    |  |  |  |
| Lockport NY 14094  |  |  | AUTHORIZ  | ED REPRESENTATIVE:   |  |                         |                    |  |  |  |
|  |  |  |   |  | RN   | ~                       |                    |  |  |  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

|  | kport - Ke             | solution Request Form   |                          |
|--|------------------------|---|--------------------------|
| Agenda Description: Street Cr  | ew Leade               | r   |                          |
| Presented By: Daniel Cava  | allari                 | Date Submitted: 1/21/202  | 5                        |
| Торі   | ic Area (Select M      | ost Applicable Option):   |                          |
| Community Event<br>Budget Amendment<br>Contract Approval<br>Donation Acceptance<br>Grant Application / Award<br>Fund Utilization Request |                        | Local Law Change<br>Community Development<br>Community Event<br>Engineering Process<br>Code and Planning<br>Other |                          |
| Please provide to Clerk at least 9 cale  | ndar days prior to Cou | cil meeting. Otherwise request will go to following   | meeting.                 |
| that omission by adjusting the 2<br>Explanation of Attachments:<br>1) Resolution 2) 2025 Personne  |                        |   | ΎTD                      |
| lease include all backup correspondence, purchase<br>be release<br>lotes:  |                        | ote a check in this field:  | s confidential and canno |
| lame:  |                        | Date of Approval:   |                          |

## City of Locknort - Posolution Posuast Form

#### Street Maintenance A.5110

### PERSONAL SERVICE DETAIL

|                              | FY 2  | 2024 Budget | FY 2025 Budget |           |  |
|------------------------------|-------|-------------|----------------|-----------|--|
| Position                     | FTE   | Rate        | FTE            | Rate      |  |
| Public Works Supervisor      | 2.00  | \$124,262   | 2.00           | \$120,963 |  |
| Street Crew Leader           | 0.00  | \$0         | 0.00           | \$0       |  |
| Heavy Equipment Oper Streets | 10.50 | \$489,479   | 10.50          | \$561,866 |  |
| Sign Maintenance Worker      | 1.00  | \$47,099    | 1.00           | \$56,453  |  |
| Municipal Worker - Streets   | 2.00  | \$88,357    | 2.00           | \$106,924 |  |
| Subtotal:                    | 15.50 | \$749,197   | 15.50          | \$846,206 |  |
| Temporary Services           | FTE   | Rate        | FTE            | Rate      |  |
| Seasonal Assistance          | 2.00  | \$14,000    | 2.00           | \$14,000  |  |
| Subtotal:                    | 2.00  | \$14,000    | 2.00           | \$14,000  |  |
| Grandtotal:                  | 17.50 | \$763,197   | 17.50          | \$860,206 |  |

111

## City of Lockport

# Budget Performance Report Fiscal Year to Date 01/21/25 Include Rollup Account and Rollup to Account

| Account  | Account Description                         | Adopted        | Budget     | Amended        | Current Month | YTD          | YTD          | Budget - YTD   |       | 80 SN (251)                      |
|--|---|----------------|------------|----------------|---------------|--------------|--------------|----------------|-------|----------------------------------|
|  | eneral Fund                                 | Budget         | Amendments | Budget         | Transactions  | Encumbrances | Transactions | Transactions   | Rec'd | Prior Year Tota                  |
| REVENUE  | eneral runo                                 |                |            |                |               |              |              |                |       |                                  |
|  | ment 5110 - Street Maintenance              |                |            |                |               |              |              |                |       |                                  |
|  |   | 192            | 11         | 1.1            |               |              | 1.1          |                |       |                                  |
| 31710  | Public Works Service Fees                   | .00            | .00        | .00            | .00           | .00          | .00          | .00            | +++   | 800.00                           |
|  | Department 5110 - Street Maintenance Totals | \$0.00         | \$0.00     | \$0.00         | \$0.00        | \$0.00       | \$0.00       | \$0.00         | 4+++  | \$800.00                         |
| -  | REVENUE TOTALS                              | \$0.00         | \$0.00     | \$0.00         | \$0.00        | \$0.00       | \$0.00       | \$0.00         | +++   | \$800.00                         |
| EXPENSE  |   |                |            |                |               |              |              |                |       |                                  |
| Manager and a second se | nent 5110 - Street Maintenance              | 1000000000000  | 17562      | 12102121212121 | 11112384545   |              |              |                |       |                                  |
| 51010  | Full Time Wages                             | 846,206.00     | .00        | 846,206.00     | 4,669.99      | .00          | 4,669.99     | 841,536.01     | 1     | 711,855.52                       |
| 51060  | Temporary / Seasonal                        | 14,000.00      | .00        | 14,000.00      | .00           | .00          | .00          | 14,000.00      | 0     | 23,212.00                        |
| 51100  | Overtime                                    | 110,000.00     | .00        | 110,000.00     | 522.58        | .00          | 522.58       | 109,477.42     | 0     | 141,437.81                       |
| 51120  | Longevity                                   | 8,300.00       | .00        | 8,300.00       | 7,025.00      | .00          | 7,025.00     | 1,275.00       | 85    | 9,425.00                         |
| 51130  | Out of Grade                                | 5,000.00       | .00        | 5,000.00       | .00           | .00          | .00          | 5,000.00       | 0     | 28,848.48                        |
| 51170  | Additional & Other Compensation             | .00            | .00        | .00            | .00           | .00,         | .00          | .00            | +++   | 1,810.50                         |
| 51185  | Allowances                                  | 9,100.00       | .00        | 9,100.00       | .00           | .00          | .00          | 9,100.00       | 0     | 7,887.50                         |
| 52030  | Motor Vehicle Equipment                     | 30,000.00      | .00        | 30,000.00      | 338.80        | (338.80)     | 338.80       | 30,000.00      | 0     | 165,103.16                       |
| 2035   | Public Works Equipment                      | 12,500.00      | .00        | 12,500.00      | .00           | .00          | .00          | 12,500.00      | 0     | 54,707.33                        |
| 4005   | Office Supplies                             | 500.00         | .00        | 500.00         | .00           | .00          | .00          | 500.00         | 0     | 497.53                           |
| 4007   | Janitorial Supplies                         | 1,200.00       | .00        | 1,200.00       | .00           | 500.00       | .00          | 700.00         | 42    | 727.81                           |
| 4033   | Licensing & Certifications                  | 900.00         | .00        | 900.00         | .00           | .00          | .00          | 900.00         | 0     | 377.70                           |
| 4035   | Training and Education                      | 3,500.00       | .00        | 3,500.00       | 300.00        | 855.00       | 300.00       | 2,345.00       | 33    | 2,925.82                         |
| 4040   | Assoc/Membership Dues                       | 150.00         | .00        | 150.00         | .00           | .00          | .00          | 150.00         | 0     | 79.26                            |
| 4045   | Travel Related Costs                        | 600.00         | .00        | 800.00         | .00           | .00          | .00          | 800.00         | 0     | 64.18                            |
| 4050   | Equip. Maintenance/Repair                   | 21,000.00      | .00        | 21,000.00      | 722.27        | 2,800.82     | 722.27       | 17,476.91      | 17    | 57,133.46                        |
| 4065   | Equipment Rental / Lease                    | 12,500.00      | .00        | 12,500.00      | .00           | .00          | .00          | 12,500.00      | 0     | .00                              |
| 4076   | Property Repairs                            | 19,500.00      | .00        | 19,500.00      | 828.51        | 3,438.77     | 828.51       | 15,232.72      | 22    | 14,480,82                        |
| 4077   | Const. & Maint. Supplies                    | 105,000.00     | .00        | 105,000.00     | 7,285.08      | (785.08)     | 7,285.08     | 98,500.00      | 6     | 71,130.89                        |
| 4083   | Misc. Support Services                      | 20,000.00      | .00        | 20,000.00      | .00           | .00          | .00          | 20,000.00      | 0     | 19,966.94                        |
| 4440   | Fees & Permits                              | 350.00         | .00        | 350.00         | 312.24        | (312.24)     | 312.24       | 350.00         | o     | 305.39                           |
| 4500   | Medical Fees and Services                   | 150.00         | .00        | 150.00         | .00           | .00          | .00          | 150.00         | 0     | .00                              |
| 4515   | Special Supplies                            | 2,500.00       | .00        | 2,500.00       | 178.32        | 1,000.00     | 178.32       | 1,321.68       | 47    | 4,921.65                         |
| 4560   | Salt  | 210,000.00     | .00        | 210,000.00     | 21,460.96     | .00          | 21,460.96    | 188,539.04     | 10    | 204,417.28                       |
| 4605   | Telephone Services                          | 1,200.00       | .00        | 1,200.00       | .00           | 384.00       | .00          | 816.00         | 32    | 374.86                           |
| 4610   | Internet Services                           | 6,360.00       | .00        | 6,360.00       | 591.13        | 5,768.87     | 591.13       | .00            | 100   | 7,086.93                         |
| 8010   | FICA  | 75,934.00      | .00        | 75,934.00      | 949.01        | .00          | 949.01       | 74,984,99      | 100   | 70,180.58                        |
| 8020   | Workers Compensation                        | 49,188.00      | .00        | 49,188.00      | 1,889.27      | .00          | 1,889.27     | 47,298.73      | 4     | 52,030.18                        |
| 8040   | Hospital & Medical Insurance                | 276,802.00     | .00        | 276,802.00     | 10,555.33     | .00.         | 10,555.33    | 266,246.67     | 4     | 1.101.001.000.00100.00           |
| 8050   | Retirement                                  | 132,137.00     | .00        | 132,137.00     | .00           | .00          | 10,555.55    | 132,137.00     | 4     | 243,205.15                       |
|  | Department 5110 - Street Maintenance Totals | \$1,974,777.00 | \$0.00     | \$1,974,777.00 | \$57,628.49   | \$13,311.34  | \$57,628.49  | \$1,903,837.17 | 4%    | 47,143.40                        |
|  | EXPENSE TOTALS                              | \$1,974,777.00 | \$0.00     | \$1,974,777.00 | \$57,628.49   | \$13,311.34  | \$57,628.49  | \$1,903,837.17 | 4%    | \$1,961,337.15<br>\$1,961,337.15 |

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Page 1 of 2

# Budget Performance Report Fiscal Year to Date 01/21/25 Include Rollup Account and Rollup to Account

| Account   | Account Description |                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget  | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions   | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year Tota  |
|-----------|---------------------|----------------------------|-------------------|----------------------|--|-------------------------------|---------------------|---|------------------------------|------------------|------------------|
| 0.0000000 | For                 | Id A - General Fund Totals |                   |                      | and the second sec |                               |                     | and the second se |                              | 1000 S.C.        |                  |
|           |                     | <b>REVENUE TOTALS</b>      | .00               | .00                  | .00  | .00                           | .00                 | .00   | .00                          | +++              | 800.00           |
|           |                     | EXPENSE TOTALS             | 1,974,777.00      | .00                  | 1,974,777.00   | 57,628.49                     | 13,311.34           | 57,628.49   | 1,903,837.17                 | 4%               | 1,961,337.19     |
|           | Fur                 | d A - General Fund Totals  | (\$1,974,777.00)  | \$0.00               | (\$1,974,777.00)   | (\$57,628.49)                 | (\$13,311.34)       | (\$57,628.49)   | (\$1,903,837.17)             |                  | (\$1,960,537.15) |
|           |                     | Grand Totals               |                   |                      |  |                               |                     |   |                              |                  |                  |
|           |                     | REVENUE TOTALS             | .00               | .00                  | .00  | .00                           | .00                 | .00   | .00                          | +++              | 800.00           |
|           |                     | EXPENSE TOTALS             | 1,974,777.00      | .00                  | 1,974,777.00   | 57,628.49                     | 13,311.34           | 57,628.49   | 1,903,837.17                 | 4%               | 1,961,337.19     |
|           |                     | Grand Totals               | (\$1,974,777.00)  | \$0.00               | (\$1,974,777.00)   | (\$57,628.49)                 | (\$13,311.34)       | (\$57,628.49)   | (\$1,903,837.17)             |                  | (\$1,960,537.15) |

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Page 2 of 2

## City of Lockport

| City of Lock   | port - Res   | olution Request Form  |                        |
|--|--|---|------------------------|
| Agenda Description: Sheltering   | Contract   |   |                        |
| Presented By: Daniel Cava  | llari  | Date Submitted: 1/21/202  | 5                      |
| Topic  | Area (Select Mos   | t Applicable Option):   |                        |
| Community Event<br>Budget Amendment<br>Contract Approval<br>Donation Acceptance<br>Grant Application / Award<br>Fund Utilization Request | ✓<br>✓<br>─  | Local Law Change<br>Community Development<br>Community Event<br>Engineering Process<br>Code and Planning<br>Other |                        |
| Please provide to Clerk at least 9 calend  | lar days prior to Counc  | il meeting. Otherwise request will go to following  | meeting.               |
| budget line to cover the increased   | i montrily cost  | of this new agreement.  |                        |
| Explanation of Attachments:<br>1)Resolution 2)Control of Dogs B  | udget 2025 3)I   | Paws Inn the Falls Contract 4)F   | ₹FP Posting            |
|  | rder, quotes, meeting<br>publically, please deno<br>Clerk/Legal/Fina | te a check in this field:   | confidential and canno |
| lame:  |  | Date of Approval:   |                        |

9

## City of Lockport

# Budget Performance Report Fiscal Year to Date 01/21/25 Include Rollup Account and Rollup to Account

| Account | Account Description                      | Adopted       | Budget     | Amended       | Current Month | YTD   | YTD          | Budget - YTD  |       |                  |
|---------|--|---------------|------------|---------------|---------------|---|--------------|---------------|-------|------------------|
|         | eneral Fund                              | Budget        | Amendments | Budget        | Transactions  | Encumbrances  | Transactions | Transactions  | Rec'd | Prior Year Total |
| REVENUE |  |               |            |               |               |   |              |               |       |                  |
|         | ment 3510 - Control of Dogs              |               |            |               |               |   |              |               |       |                  |
| 32544   | Dog Licenses                             | 45,000.00     | .00        | 45,000.00     | 2,259.00      | .00   | 2,259.00     | 42,741.00     | 2     | 15 000 00        |
| 02.011  | Department 3510 - Control of Dogs Totals | \$45,000.00   | \$0.00     | \$45,000.00   | \$2,259.00    | \$0.00  | \$2,259.00   |               | 5%    | 45,980.00        |
|         | REVENUE TOTALS                           | \$45,000.00   | \$0.00     | \$45,000.00   | \$2,259.00    | and the second se |              | \$42,741.00   | 5%    | \$45,980.00      |
| EXPENSE | REVENUE TOTALS                           | \$43,000.00   | \$0.00     | \$45,000.00   | \$2,239.00    | \$0.00  | \$2,259.00   | \$42,741.00   | 5.40  | \$45,980.00      |
| Depart  | ment 3510 - Control of Dogs              |               |            |               |               |   |              |               |       |                  |
| 51010   | Full Time Wages                          | .00           | .00        | .00           | .00           | .00   | .00          | .00           | +++   | 157.97           |
| 51040   | Part Time Wages                          | 42,472.00     | .00        | 42,472.00     | 365.21        | .00   | 365.21       | 42,106.79     | 111   | 44,129.31        |
| 51120   | Longevity                                | 1,100.00      | .00        | 1,100.00      | .00           | .00   | .00          | 1,100.00      | 0     | .00              |
| 51170   | Additional & Other Compensation          | .00           | .00        | .00           | .00           | .00   | .00          | .00           | +++   | 1,000.00         |
| 54055   | Professional Services                    | 24,000.00     | .00        | 24,000.00     | .00           | 8,500.00  | .00          | 15,500.00     | 35    | 19,250.05        |
| 54083   | Misc. Support Services                   | 1,000.00      | .00        | 1,000.00      | .00           | .00   | .00          | 1,000.00      | 0     | .00              |
| 54505   | K-9 Expenses                             | 500.00        | .00        | 500.00        | .00           | .00   | .00          | 500.00        | 0     | .00              |
| 54605   | Telephone Services                       | 400.00        | .00        | 400.00        | .00           | 216.00  | .00          | 184.00        | 54    | 187.77           |
| 58010   | FICA                                     | 3,333.00      | .00        | 3,333.00      | 27.94         | .00   | 27.94        | 3,305.06      | 1     | 3,464.50         |
| 58020   | Workers Compensation                     | 3,145.00      | .00        | 3,145.00      | 181.44        | .00   | 181.44       | 2,963.56      | 6     | 4,917.12         |
|         | Department 3510 - Control of Dogs Totals | \$75,950.00   | \$0.00     | \$75,950.00   | \$574.59      | \$8,716.00  | \$574.59     | \$66,659.41   | 12%   | \$73,106.75      |
|         | EXPENSE TOTALS                           | \$75,950.00   | \$0.00     | \$75,950.00   | \$574.59      | \$8,716.00  | \$574.59     | \$66,659.41   | 12%   | \$73,106.76      |
|         | Fund A - General Fund Totals             |               |            |               |               |   |              |               |       |                  |
|         | REVENUE TOTALS                           | 45,000.00     | .00        | 45,000.00     | 2,259.00      | .00   | 2,259.00     | 42,741.00     | 5%    | 45,980.00        |
|         | EXPENSE TOTALS                           | 75,950.00     | .00        | 75,950.00     | 574.59        | 8,716.00  | 574.59       | 66,659.41     | 12%   | 73,106.76        |
|         | Fund A - General Fund Totals             | (\$30,950.00) | \$0.00     | (\$30,950.00) | \$1,684.41    | (\$8,716.00)  | \$1,684.41   | (\$23,918.41) | 44.70 | (\$27,126.76)    |
|         | Grand Totals                             |               |            |               |               |   |              |               |       |                  |
|         | REVENUE TOTALS                           | 45,000.00     | .00        | 45,000.00     | 2,259.00      | .00   | 2,259.00     | 42,741.00     | 5%    | 45,980.00        |
|         | EXPENSE TOTALS                           | 75,950.00     | .00        | 75,950.00     | 574.59        | 8,716.00  | 574.59       | 66,659.41     | 12%   | 73,106.76        |
|         | Grand Totals                             | (\$30,950.00) | \$0.00     | (\$30,950.00) | \$1,684.41    | (\$8,716.00)  | \$1,684.41   | (\$23,918.41) | ££.70 | (\$27,126.76)    |

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Page 1 of 1



### AGREEMENT

This Agreement made this day of December 30, 2024, by and between the CITY OF Lockport, New York, a Municipal Corporation, having offices at One Locks Plaza, Lockport, New York 14094 ("CITY") and the PAWS INN THE FALLS ANIMAL COMPLEX, located at 2070 Cayuga Drive, Niagara Falls, County of Niagara and State of New York ("Paws Inn The Falls").

WHEREAS Paws Inn The Falls owns and operates at 2070 Cayuga Drive, Niagara Falls, New York a facility for sheltering animals of dogs and cats in particular: and

WHEREAS the City is in search of a new facility to shelter animals, such as dogs or cats and in particular, after they have been picked up the City's DCO: and

WHEREAS the City of Lockport has agreed to contract with Paws Inn The Falls one-year period of time

NOW, THEREFORE, in consideration of the mutual promises herein contained for other good and valuable consideration, the parties hereto agree as follows:

1. The City will be primarily responsible for carrying out the duties and responsibilities of DCO in the City of Lockport, New York. The duties and responsibilities and enforcement shall be pursuant to Article 7 of the NYS Agriculture and Markets Law and shall include the responsibility for the issuance and service of summons for delinquencies in dog licensing.

2. Paws Inn The Falls will provide a key/key code to the DCO for the City of Lockport to give to said officer(s) access to the Facility at all times where there will be cages, food and water available for the confinement of any domestic stray animal brought to the Facility during afterhours.

3. Paws Inn The Falls will be open to the public for adoptions Mondays 12-4, Tuesday's 2-6, and Saturdays 11-3. The Facility will be closed to the public on Sundays and Holidays. However, the Facility's operating hours are Monday through Friday from 7am to 5pm and Saturdays 7am to noon.

4. Paws Inn The Falls can be utilized by the LPD for calls related to arrests, abandoned housing, or hospital care for the owner's dog. After the mandatory 5-day stray hold, the owner will not lose their animal.

There will be a daily boarding fee of \$40.00, payable by the owner at the time of release, in addition to any other fees required by the city. The DCO must ascertain the approximate time the owner might need. If the boarding period extends beyond 5 days, a surrender form must be completed. If the owner does not return for the dog, the city will not be held responsible.

5. Paws Inn The Falls, our mission is to focus on the welfare of stray and abandoned animals. We prioritize providing care and finding loving homes for those animals in need. While we understand that circumstances may arise that make it difficult for pet owners to keep their pets, we are not in the habit of accepting owner surrenders unless the situation is extreme and will be evaluated on a case-by-case basis.

6. Paws Inn The Falls shall provide, maintain and operate a shelter for all seized dogs to include those dogs seized, by the DCO or police and those seized for no license under Article 7 of the NYS Agriculture and Markets Law. In connection herewith, Paws Inn The Falls agrees that it will operate its shelter in accordance with its stated and established mission and values with the understanding that these dogs will be made available for adoption in compliance with Article 7 of the Agriculture and Markets Law. Paws Inn The Falls will operate as a "No Kill" facility and will abide by those principles. It is further understood that it may be necessary to euthanize some animals, and this will be accomplished by Paws Inn The Falls partnered DVM's, David Gurzak and Reed Stevens from North Buffalo Animal Hospital 1606 Kenmore Ave, Buffalo, NY 14217 in a humane manner as provided for in Article 7 of the Agriculture and Markets Law. Each month Paws Inn The Falls agrees to provide the City of Lockport with monthly reports detailing these sheltering activities, including the number of dogs delivered for sheltering each month by the City DCO, and the length of sheltering time for each dog. The City of Lockport and Paws Inn The Falls will work cooperatively regarding the information and statistics to be provided to the City of Lockport by Paws Inn The Falls, the details to be included and the date each month when reports are due.

7. Paws Inn The Falls will hold seized dogs for the legal period 5 (five) days specified in the New York State Agriculture and Markets Law. If during this period the owners wish to redeem their dog(s), they must obtain a New York State DL1 8 dog release form from Paws Inn The Falls. The

owner must then go to the City of Lockport show proof of rabies and license and pay the required fees. Then Paws Inn The Falls will release the dog immediately upon their receipt of the release and proof of payment of City fees. If owner has no proof of rabies the animal will not be released until our DVM provides the vaccine.

In the event that an animal requires a rabies vaccination before leaving the facility, the owner will be asked to wait while we transport the animal to be vaccinated by our DVM. The owner will be responsible for paying a fee for the vaccination before the animal is released.

8. Paws Inn The Falls will file and maintain all records necessary for the seizure and disposition of any dog, as required by Article 7 of the Agriculture and Markets Law.

9. This contract shall be for a term of one (1) year, commencing on  $1^{st}$  day of January 2025 and expire on the  $31^{st}$  day of December, 2025. The total contract price for the duration of the contract is 28,000.00. Payments shall be made on the first day of each month during the term of the contract in the amount of 2,400 (two thousand and four hundred) dollars per month.

10. In connection with the payments made by the City to Paws Inn The Falls pursuant to this Section, Paws Inn The Falls agrees to provide the City with monthly utilization reports and if requested provide a copy of the IRS 990 form.

12. Any modification, addition or addendum to this agreement shall be in writing and executed by both the City and Paws Inn The Falls in order to be enforceable.

13. Either party may cancel this contract at any time by providing 60-day written notice to the other party.

14. In the event that either the City or Paws Inn The Falls is in default in any material term, covenant or condition contained in this Agreement, the non-defaulting party agrees to give the defaulting party written notice to cure the default within fifteen (15) days of having been given such notice. In the event that the defaulting party fails to cure said default within the said fifteen (15) day period of time the non-defaulting party may declare this Agreement terminated by giving written notice to the defaulting party at which point this Agreement will no longer be in full force and effect,

15. Any notice required to be given pursuant to the terms of this agreement shall be considered sufficient if such notice is transmitted in writing by hand delivery or certified mail, return receipt requested or overnight delivery to the parties at the addresses set forth above, or such other address that either party may notify the other by notice delivered pursuant to this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers, the day and year first written.

City of Lockport

Paws Inn The Falls Animal Complex

By:

By:

chief S.K. AbboTT

Nicole Dyer, CST, LVT, Board VP

NIAGARA GAZETTE LOCKPORT UNION-SUN & JOURNAL 473 THIRD STREET NIAGARA FALLS NY 14301 (716)282-2311ext

#### ORDER CONFIRMATION

| Salesperson: LEANN BELFIELD   | Printed at 11/20/23 10:28 by lbelf  |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|
| Acct #: 80257   | Ad #: 325934 Status: New WHOLD  |  |  |  |  |  |  |
| LOCKPORT CITY CLERK (LEGALS)<br>1 LOCKS PLAZA<br>LOCKPORT NY 14094  | Start: 11/21/2023 Stop: 11/21/2023<br>Times Ord: 1 Times Run: ***<br>LEG 2.00 X 29.00 Words: 170<br>Total LEG 58.00<br>Class: 117 BIDS  |  |  |  |  |  |  |
| Contact:<br>Phone: (716)439-6675<br>Fax#: (716)439-6702<br>Email: cityclerk@lockportny.gov<br>Agency:         | Rate: LEGL Cost: 33.24<br># Affidavits: 1<br>Ad Descrpt: PROPOSALS DOG SHELTERING<br>Descr Cont: REQUESTS FOR PROPOSALS TH<br>Given by: *<br>P.O. #:<br>Created: lbelf 11/20/23 10:25<br>Last Changed: lbelf 11/20/23 10:28 |  |  |  |  |  |  |
| URL:  |   |  |  |  |  |  |  |
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| AUTHOR  | IZATION   |  |  |  |  |  |  |

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Please review upon receipt. Please notify us of any changes prior to the daily deadline of 4:00 pm today.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

NIAGARA GAZETTE LOCKPORT UNION-SUN & JOURNAL 473 THIRD STREET NIAGARA FALLS NY 14301 (716)282-2311ext

#### ORDER CONFIRMATION (CONTINUED)

#### Salesperson: LEANN BELFIELD

Printed at 11/20/23 10:28 by lbelf

Accl #: 80257

Ad #: 325934

Status: New WHOLD WHOI

#### **REQUESTS FOR PROPOSALS**

The City of Lockport is requesting sealed proposals for Dog Sheltering Services

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 December 8, 2023 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 716-439-6674 or <u>cityclerk@lockportny.gov</u> 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). L#325934 11/21/2023