

CITY OF LOCKPORT
COMMON COUNCIL PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

July 23rd, 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, Lupo, Mullane, Devine, Kirchberger

INVOCATION – Pastor Steve O'Mara

ANNOUNCEMENTS

RECESS

Recess for public input.

072325.1

APPROVAL OF MINUTES

On motion of Alderman Lupo seconded by Alderman Kirchberger the minutes of the Regular meeting of July 9th, 2025 are hereby approved as printed in the Journal of Proceedings. Ayes 6.

FROM THE MAYOR

Appointments:

FROM THE CITY CLERK

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

Reviewed by the Finance Committee.

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

7/14/2025 Erin Zych from Western New York Independent Living requesting permission to hold the 9th Annual Lockport Overdose Awareness Day Rally on August 31st, 2025.

MOTIONS & RESOLUTIONS

070925.2

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 July 24th, 2025.

Seconded by Alderman Mullane and adopted. Ayes 6.

072325.3

By Alderman Lupo:

Whereas August 31st has been recognized as International Overdose Awareness Day since 2001, and is the world's largest annual campaign to end overdose; and

Whereas an Overdose Awareness Rally in Lockport is planned, offering outreach for agencies, programs and/or services that support people with substance use disorder/addiction as well as NARCAN training; and

Whereas speakers will be attending to share their experiences working with people who have overdosed; now, therefore, be it

Resolved that pursuant to their request, the organizers of the Overdose Awareness Rally are hereby granted permission to hold said event at Veterans Memorial Park on East Avenue in Lockport Sunday, August 31st, 2024 from 5pm until 8pm and be it further

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

Seconded by Alderman Craig and adopted. Ayes.

072325.4

By Alderman Mullane:

Whereas the Department of Community Development, conducted a public "Request for Proposals," for a qualified organization to manage and provide program delivery services for the City of Lockport Home Improvement Program utilizing Federal grant funds under the administration of the New York State Housing Trust Fund Corporation; and

Whereas the purpose of this process was to ensure an open, fair, and transparent selection for consideration under the federally funded grant program administered by the New York State Housing Trust Fund Corporation;

Now therefore let it be resolved that the bid proposal of Belmont Housing, received on June 27, 2025 for program delivery services for the completion of the City's Home Improvement Program under the administration of the New York State Housing Trust Fund Corporation, be accepted in the amount of up to \$5,290 per residence.

Resolved that the Mayor, subject to Corporation Counsel approval, be and the same is hereby authorized and directed to execute a contract with Belmont Housing for program delivery services for the completion of the City's Home Improvement Program under the administration of the New York State Housing Trust Fund Corporation at a cost of up to \$5,290 per residence.

Seconded by Alderman Craig and adopted. Ayes 6.

072325.5

By Alderman Mullane:

Whereas the City Common Council regularly meets on the 2nd and 4th Wednesday of each month which would be November 12th and 26th and December 10th and 24th, and;

Whereas it has been determined that changing the meeting dates will better serve the needs of the council and the community;

Now therefore, be it resolved, that the City Common Council hereby changes its meeting dates to the 1st and 3rd Wednesdays, November 5th and 19th and December 3rd and 17th, 2025 effective immediately.

Be it further resolved, that the City Clerk is directed to notify all council members and to post this resolution in accordance with the Open Meetings Act.

Seconded by Alderman Lupo and adopted. Ayes 6.

072325.6

By Alderman Fogle:

Whereas Jason Webley, organizer of the Flotsam River Circus, has requested to host a free public performance in Lockport on Tuesday, August 5, 2025, as part of a tour along the Erie Canal and Hudson River in celebration of the Canal's Bicentennial; and

Whereas the proposed performance was originally intended to take place at the grassy area adjacent to the locks, below the Lockport Locks District Museum, on land owned by the New York State Canal Corporation; and

Whereas due to logistical considerations, the location of the performance has been changed to the Nelson C Goehle Municipal Park (Wide Waters), which has been evaluated for safety, accessibility, and suitability for the performance and public attendance; and

Whereas the Flotsam River Circus is fully insured and has committed to meeting all relevant local requirements and to coordinating with local officials to ensure a smooth and safe event; and

Now, therefore, be it resolved that the City of Lockport hereby expresses its continued support for the Flotsam River Circus performance scheduled for August 5, 2025, and encourages coordination between city departments, local tourism officials, and the organizers to facilitate the event at the updated location of the Nelson C Goehle Municipal Park.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

072325.7

By Alderman Kirchberger:

Whereas the City of Lockport and Police Chief Steven Abbott are parties to an employment agreement that is currently in effect; and

Whereas as a result of negotiations with the Hickory Club Police Benevolent Association ("Hickory Club"), member officers of the Hickory Club have received wage increases which will result in Hickory Club member compensation to be higher than the Chief of Police's; and

Whereas the City has reviewed the matter and has prepared a Memorandum of Agreement to modify the terms of the Chief of Police's employment agreement which will remedy the discrepancy in compensation; and

Whereas said Memorandum of Agreement has been signed and executed by the Chief of Police and the Mayor; now therefore be it

Resolved that the City hereby ratifies the terms of the Memorandum of Agreement and agrees to adhere to its provisions therein; and be it further

Resolved that the Common Council further directs the Mayor, in cooperation with Corporation Counsel, to execute any and all further necessary documentation to bring said Memorandum of Agreement into effect.

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

A roll call vote will be taken.

Alderman Fogle	VOTING YES
Alderman Devine	VOTING YES
Alderman Craig	VOTING YES
Alderman Kirchberger	VOTING YES
Alderman Lupo	VOTING YES
Alderman Mullane	VOTING YES

072325.8

By Alderman Mullane:

Whereas the City of Lockport ("City") has entered into negotiations with the Hickory Club Police Benevolent Association ("Hickory Club") regarding the terms of a Collective Bargaining Agreement ("CBA") intended to take place from the date of expiration of the prior CBA through December 31, 2026; and

Whereas the City and the Hickory Club have reached a tentative agreement relative to the terms of said CBA; and

Whereas a Memorandum of Agreement has been signed and executed by the President of the Hickory Club and the Mayor; and

Whereas the Hickory Club has ratified the CBA by vote of its membership on or about July 17, 2025; now therefore be it

Resolved that the City hereby ratifies the terms of the Memorandum of Agreement and agrees to adhere to its provisions therein; and be it further

Resolved that the Common Council further directs the Mayor, in cooperation with Corporation Counsel, to execute any and all further necessary documentation to bring said Memorandum of Agreement into effect.

Seconded by Alderman Lupo.

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

A roll call vote will be taken.

Alderman Fogle	VOTING NO
Alderman Devine	VOTING YES
Alderman Craig	VOTING YES
Alderman Kirchberger	VOTING YES
Alderman Lupo	VOTING YES
Alderman Mullane	VOTING YES

072325.9

By Alderman Craig:

**A RESOLUTION AUTHORIZING THE USE OF HARRISON PLACE BUSINESS
INCUBATOR KITCHEN COMMISSARY FOR WINEMAKING OPERATIONS BY LEQ
LANDING LLC**

Whereas the Greater Lockport Development Corporation (GLDC), as owner of the property located at 210 Walnut Street, Lockport, New York 14094, also known as the Harrison Place Business Incubator, has entered into an agreement with Paul LeQueux, Owner/Operator of LeQ Landing LLC, located at 3859 Mapleton Road, North Tonawanda, NY 14120, to utilize a portion of the premises for winemaking operations; and

Whereas the agreement permits LeQ Landing LLC to utilize the designated kitchen commissary area of the property for winemaking purposes, including processing, fermenting, and bottling, effective from August 1, 2025, through the duration of their tenancy; and

Whereas the operations are contingent upon full compliance with all applicable federal, state, and local regulations, including obtaining permits from the Alcohol and Tobacco Tax and Trade Bureau (TTB) and the New York State Liquor Authority; and

Whereas LeQ Landing LLC is solely responsible for the conduct, cleanliness, insurance coverage, maintenance, and legal compliance of their business operations within the designated area, and must indemnify the property owner and any associated parties from any liabilities arising therefrom; and

Whereas a formal lease agreement will be executed and managed by a Mancuso Business Development representative to govern this tenancy and operational use;

Now, therefore, be it resolved, by the Common Council of the City of Lockport, that it hereby acknowledges and supports the agreement between the GLDC and LeQ Landing LLC for the permitted use of the Harrison Place kitchen commissary for winemaking operations, and encourages the responsible development of local small business enterprises consistent with local economic goals.

Be it further resolved that the City Clerk shall transmit a certified copy of this resolution to the Greater Lockport Development Corporation and LeQ Landing LLC.

Seconded by Alderman Lupo and adopted. Ayes 6.

072325.10 WITHDRAWN (Local Law to Amend the Salaries of the Common Council and Common Council President)

072325.11

Motion to table made by Mullane. Seconded by Lupo. Ayes 6.

072325.12

ADJOURNMENT

At 6:18pm Alderman Fogle moved the Common Council be adjourned until 6:00pm Wednesday, August 13th, 2025.

Seconded by Alderman Devine and adopted. Ayes 6.

EMILY STODDARD
City Clerk

City Clerk

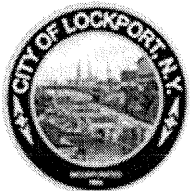
From: Kristin Schubring <kschubring@lockportny.gov>
Sent: Tuesday, July 22, 2025 3:07 PM
To: deputyclerk@lockportny.gov
Cc: cityclerk@lockportny.gov
Subject: AP Fund Totals 7/23/25

Hello,

Invoices to be approved at the meeting on 7/23/25 are as follows:

Fund A General - \$97,848.38
Fund CD Community Development - \$3,000.00
Fund CL Refuse & Recycling - \$113,930.11
Fund FX Water - \$16,706.53
Fund G Sewer - \$18,850.79
Fund H Capital Projects - \$285,144.16
Fund MS Health Insurance - \$3,422.03
Fund S Worker's Comp - \$7,500.00
Total - \$546,402.00

Please let me know if you have any questions.
Thanks!



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



3

Independent Living of Niagara County
746 Portage Road • Niagara Falls, NY 14301
(716) 284-4131 (Voice/TDD) • (716) 284-3230 (Fax)
www.wnyil.org/Independent-Living-Niagara

07/14/2025

City of Lockport Office of the Mayor: John Lombardi III
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094
716.439.6665

Dear Mayor,

In recognition of International Overdose Awareness Day, Independent Living of Niagara County will be hosting the 9th Annual Lockport Overdose Awareness Day Rally on Sunday August 31st, 2025 at Veteran's Park in Lockport, NY from 5:00pm – 8:00pm. Admission is free and open to all persons interested. Independent Living of Niagara County and our community partners expect over 250 attendees and have many local agencies collaborating with this event.

Highlights of the event will include: NARCAN training, speakers from different backgrounds affected by overdose, vendors, and a candlelight vigil with a bell ringing ceremony for every life lost to overdose in Niagara County during the past year.

We hope to share this day of remembrance with you.

Thank you,

Erin R. Zych, B.S., CRPA, CJSR
Recovery Peer Services Coordinator
Independent Living of Niagara County
WNYIL, Inc.
746 Portage Rd.
Niagara Falls, NY 14301
ezych@wnyil.org
(716) 284-4131 ext. 205
(716) 563-0078 – work cell

Please refrain from wearing scented products when visiting our offices.

For over 40 years, WNY Independent Living, Inc. family of agencies has been a catalyst for systems and individual change, enhancing the quality of life for persons with disabilities, while respecting diversity and promoting choices and alternatives for independent living in our societies.

City Clerk

From: Erin Zych <ezych@wnyil.org>
Sent: Monday, July 14, 2025 12:15 PM
To: Deputy City Clerk; cityclerk@lockportny.gov
Cc: Douglas Bisher; Ryan Brehmer
Subject: [EXTERNAL] 9th Annual International Overdose Awareness Day Rally - Lockport, NY
8/31/25 Resolution Request
Attachments: ACORD Form 20250711-144026.pdf; A2A Niagara Overdose Rally Resolution Letter.docx

Good afternoon,

Please see the attached documents for the resolution request for the 9th Annual International Overdose Awareness Day Rally that we wish to hold, once again, at Veterans Park in Lockport on August 31st, 2025.

If anything else is needed please let us know.

Thank you and have a great rest of your day!

Erin R. Zych, B.S., CRPA, CJSR
Recovery Peer Services Coordinator
Western New York Independent Living, INC.
746 Portage Rd. Niagara Falls, NY 14301
(716) 284-4131, Ext. 205 (Voice/TDD)
(716) 563-0078 (Work Cell)
(716) 284-3230 (Fax)
ezych@wnyil.org
www.wnyil.org

WNYIL, Inc. respects the health and safety of persons with chemical sensitivities and asks that visitors do not wear fragrances or scents to our Agencies.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Promark-Clauss Insurance Services 735 Delaware Ave Buffalo NY 14209		CONTACT NAME: Margarethe Patnella PHONE (A/C, No, Ext): (716) 886-6600 FAX (A/C, No): (716) 886-4128 E-MAIL ADDRESS: mpatnella@claussinsurance.com	
INSURED Western New York Independent Living, Inc. 3108 Main St Buffalo NY 14214-1362		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Travelers Excess and Surplus Lines Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 29696	

COVERAGES

CERTIFICATE NUMBER: CL254723209

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		PHPK2661035-021	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000								
	A						<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK2661035-021	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
							A				<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB902463-021	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
											WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N <input type="checkbox"/> N/A
A	Professional Liability			PHPK2661035-021	3/1/2025	3/1/2026	Per Claim / Aggregate \$1M / \$2M								
B	Cyber			CYB-108159116-00	4/21/2025	4/21/2026	Each Claim / Aggregate \$1,000,000								

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

The City of Lockport is named as additional insured on the general liability and umbrella liability as it relates to the use of the City's right-of-way by WNY Independent Living Inc on August 31, 2025 for the purpose of Overdose Awareness Rally, Veteran's Memorial Park 400 East Ave, Lockport NY 14094. 10 Day Cancel Notice Applies.

CERTIFICATE HOLDER

CANCELLATION

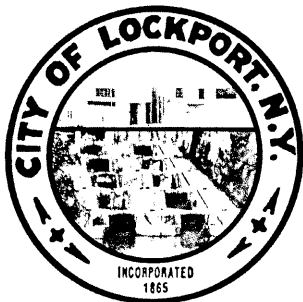
City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Alderson/SALDER

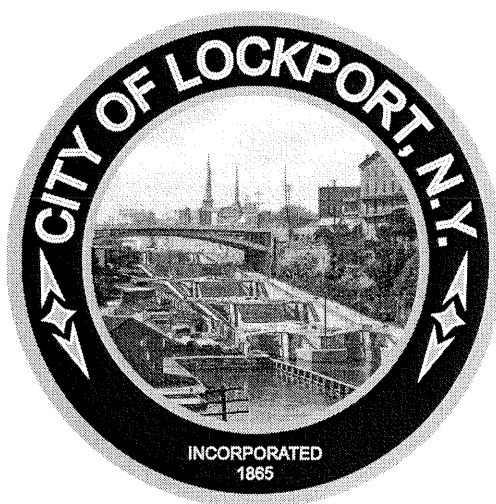
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Department of Community Development

REQUEST FOR PROPOSALS
Housing Rehabilitation SHARS ID#20243098

PROGRAM MANAGEMENT AND DELIVERY SERVICES
TO IMPLEMENT THE CITY OF LOCKPORT
New York State Housing Trust Fund
Corporation (HTFC)
HOUSING REHABILITATION PROGRAM



ISSUE DATE: Thursday, June 5, 2025
DUE DATE: Friday, June 27, 2025 - 4:00 P.M.



SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The City of Lockport Community Development Department (CD Department) works to eliminate or prevent the spread of deterioration through residential rehabilitation and to act in the public interest on behalf of the citizens of the City of Lockport. The CD Department manages the City of Lockport's Home Improvement Program (HIP) and seeks a professional qualified organization to manage and provide program delivery services for the City of Lockport Home Improvement Program.

1.2 PROPOSAL CLOSING DATE

Sealed submittals (one original and two unbound, single-sided copies - clipped or in three ring binders) must be received by the CD Department no later than

Friday, June 27 2025 at 4:00 p.m. (EST)

The submittals must be sealed, and the outside envelope must be clearly marked
"SHARS ID # 20243098"

Packages must be submitted to:

City of Lockport, Community Development Department
Attention: Mrs. Tammy Kam, Program Administrator
One Locks Plaza
Lockport, NY 14094

Late proposals will not be considered.

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the CD Department. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted. **Faxed submissions will not be accepted.**

1.3 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted in writing no later than **June 20, 2025** to:

Community Development
City of Lockport
One Locks Plaza
Lockport, N.Y. 14094

Written questions may be sent via email directly to Mrs. Tammy Kam at tkam@lockportny.gov. Written answers will be sent to all vendors listed by the Council as receiving a copy of this Request for Proposals (RFP). No questions will be accepted by phone or as walk ins.

1.4 PROPOSAL ACCEPTANCE

The Lockport Common Council reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Furthermore, the Council reserves the right to make a whole award, partial award, or no award at all.

1.5 TERM OF CONTRACT

The term of the contract will be two (2) years from the date the contract is executed and will include underwriting and application processing for the emergency and rehabilitation loan programs, (including the Target Streets) (50/50), NYS HTFC and other owner-occupied housing rehab programs developed by the Department of Community Development.

1.6 SCHEDULE OF KEY ACTION DATES

DATE	EVENT
06/05/25	Release Request for Proposals
06/20/25	Review RFP and submit questions to CD Department
06/27/25	RFP response due to CD Department
06/27/25-07/02/25	Submissions evaluated
07/09/2025	Recommendations to Council Board for approval
07/25/2025	Anticipated start-up date of the contract

1.7 OBTAINING A COPY OF THE RFP:

To obtain a copy of the RFP, organizations can visit our website at:

<https://www.lockportny.gov/community-development/> or contact the Community Development Department at (716) 439-6686 or pick-up a copy at City Hall. Any addenda issued for this RFP will be published at the above-referenced website and will be provided to any interested group.

SECTION II: PROPOSAL FORMAT

The Program Administrator and other personnel of the Consultant shall provide the following program delivery services:

2.1 Program Participant Eligibility Determination

- a. Assist the City in reviewing HIP applications for completeness.
- b. Verify applicant's household income, ownership, mortgage information, and existence of current fire insurance on property to be improved (through third party documentation).
- c. Determine eligibility for the housing program grant and/or loan.
- d. Prepare and send grant and/or loan award letter to property owner.

2.2 Conduct Initial Property Inspections and Prepare Work Write-Up and Cost Estimate

- a. Conduct initial property inspection, with a representative of the City's Building Inspection Department, to determine, at a minimum, work items necessary to bring the structure into compliance with the Housing Quality Standards (HQS) established by the U.S. Dept. of Housing and Urban Development (HUD) and correct major systems in danger of failure.
- b. Conduct lead risk assessment in accordance with provisions of the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- c. Conduct radon testing in according to the provisions of the EPA action levels.
- d. Based on initial property inspection and program guidelines, prepare the work write-up and in-house itemized cost estimate.
- e. Conduct additional property inspections with other inspection professionals, when necessary, to assess a specific problem item, review the report, and modify work write-up, cost estimate and specifications based on the professional's report.

2.3 Prepare and Distribute Rehabilitation Specifications

- a. Review the work write-up and obtain approval of same with the property owner.
- b. Prepare specifications for rehabilitation work and secure owner approval.
- c. Prepare and send out contractor bid packets to the property owner.
- d. Assist the property owner in securing contractor estimates.
- e. Review and compare bids, obtain clarification, and, if necessary, prepare addenda, and obtain signatures.
- f. Review the contractor estimates with the owner and assist the owner in selecting the contractor(s).

2.4 Prepare/Execute Documents and Initiate Construction

- a. Prepare and send grant and/or loan award letters to property owner.
- b. Obtain Certificate of Insurance from selected contractor(s) evidencing current liability insurance limits and worker's compensation insurance.
- c. Prepare and send selection and non-selection letters to contractors.
- d. Prepare the Owner/City agreement and obtain proper signatures.
- e. Prepare the Owner/Contractor agreement(s) and obtain proper signatures.
- f. Attend pre-construction meeting with city, property owner, and selected contractor(s), and disseminate copies of all documents from the meeting to appropriate individuals.
- g. Obtain copy of building permit from contractor(s); prepare and send Notice of Order to Proceed to contractor(s).
- h. Be available via telephone or meetings to respond to questions from the City, property owner, and contractor(s).

2.5 Conduct Interim Inspections

- a. Conduct a minimum of one inspection on each project.
Note: City Building Inspection Department will be conducting a minimum of one additional inspection on each project.
- b. Assist in the resolution of any problems that occur during rehabilitation.
- c. Assist with change orders during rehabilitation, prepare appropriate paperwork and obtain required signatures.
- d. Assist the City in preparing and processing documentation for progress payments.
- e. Be available via telephone or meetings to respond to questions from the City, property owner and contractor(s).

2.6 Conduct the Final Inspection

- a. Conduct a final inspection to ensure work was completed in a workmanlike manner and to specifications, and that the unit is in compliance with HUD HQS standards.
- b. Conduct lead clearance test in accordance with applicable federal laws (previously noted).
- c. Conduct radon testing to ensure the effectiveness of the passive radon mitigation system.
- d. Obtain from contractor(s) all required forms such as Certificate of Occupancy, Board of Fire Underwriters Certificate, etc.
- e. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor.
- f. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor(s).
- g. Assist the City in preparing the documentation and the contractor's request for final payment and obtain proper signatures; prepare warranty forms and secure signatures.
- h. Be available via telephone or meetings to respond to questions from the City, property owner, and contractor(s).

2.7 Administrative Activities

- a. Prepare and submit reports and retain documentation.
 - 1. Prepare and submit documentation to the City for payment of services.
 - 2. Maintain a cumulative total of rehabilitation funds expended and the remaining balance.
 - 3. Prepare and submit to the City progress reports summarizing program status and specific activities undertaken, as requested.
 - 4. Attend HTFC OCR program review meetings, as requested by the City.
- b. The Consultant shall maintain the necessary personnel to ensure efficient implementation of rehabilitation activities.

- c. For the performance of tasks and assignments specified in Section A, the City shall pay the Consultant for services provided, as follows:

Service Component	Price per Residence
1) Program Participant Eligibility Determination	\$ XX.00
2) Conduct Initial Property Inspection and Prepare Work Write-Up/Cost Estimate. Provide pictures of all Identified work areas.	\$XXX.00
3) Conduct Lead Risk Assessment	\$XXX.00
4) Prepare Rehabilitation Specifications	\$XXX.00
5) Prepare/Execute Documents and Initiate Construction	\$XXX.00
6) Conduct Interim Inspections (\$XX.00 per inspection; usually a minimum of one per project is required; additional inspections, as necessary, at \$XX.00 per inspection)	\$XXX.00
7) Conduct Lead Clearance Test	\$XXX.00
8) Radon testing	\$XXX.00
9) Coordinate requisite plumbing and electrical inspections.	\$XXX.00
10) Conduct Final Inspection including pictures of all completed work.	\$XXX.00
TOTAL	\$XXXX.00

Price per Ineligible Income Determination

Income Determination for each Application Determined Ineligible to Participate	\$ XX.00
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- d. Payments shall be based on performance of services for the fees specified in Section C, which includes overhead. Payments shall be made upon the submission of a properly executed City purchase order and invoice that itemizes the services provided.
- e. The Consultant and the City agree to indemnify and hold harmless the other and its officials and employees from any and all liability arising out of any violations of Federal, State or Local statutes, rules or regulations as a result of any acts of the indemnifying party, its employees or agents in the administration of the HIP.
- f. The Consultant acknowledges and agrees that the fee for its services specified in paragraph C herein, shall not be increased for any reason without the prior written consent of the Common Council of the City of Lockport.
- g. The City agrees to provide office space for on-site administration and program delivery of the HIP Program and the maintenance of all HIP records required by New York State Office of Community Renewal.
- h. Administrative, Contractual and Legal Remedies: All claims, counter claims, disputes and other matters in question between the City and the Consultant arising out of or relating to this Agreement or the breach or violation of it shall be decided and resolved through a joint meeting between the City and the Consultant to review the issue(s) and to work out a mutually agreeable solution. In the event that this administrative remedy fails to resolve the matter(s) discussed at the joint meeting, the Consultant shall submit the matter to arbitration, if the parties hereto mutually agree, or to a court of competent jurisdiction within New York State.
- i. Termination for Cause: It is expressly understood and agreed that the City may terminate this Agreement for cause at any time by giving the Consultant thirty (30) days written notice. Such notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. The phrase “for cause” shall mean a serious violation or breach of the terms of this Agreement by the Consultant that cannot be resolved through the administrative remedies provided in Section I.
- j. Termination for Convenience: It is expressly understood and agreed that the City may terminate this Agreement for convenience at any time by giving the Consultant ninety (90) days written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the office of the Consultant. It is expressly understood and agreed that the Consultant may terminate this Agreement for convenience at any time by giving the City ninety (90) written notice. Such written notice shall be made either personally or sent by certified mail, return receipt requested, to the City.

- k. Compensation in the Event of Termination: If either the City or the Consultant terminates this Agreement, the Consultant shall be compensated for all services performed up to the date of termination. The payment request shall comply with requirements specified in Section C.

Please Note: Proposals must be received by **4:00 PM Friday, June 27, 2025.**

Deliver to: Tammy Kam
Program Administrator
1 Locks Plaza
Lockport, NY 14094

or

E-mail to: **tkam@lockportny.gov**



Central Office
2393 Main Street
Buffalo, NY 14214
716-884-7791
Fax: 716-884-8026

Niagara County Office
33 Spruce Street
North Tonawanda, NY 14120
716-213-2784
Fax: 716-213-2787

June 27th, 2025

Attention: Mrs. Tammy Kam
Program Administrator
One Locks Plaza
Lockport, NY 14094

RE: SHARS ID# 20243098

Dear Mrs. Kam:

Belmont Housing Resources for WNY, Inc. is pleased to submit the enclosed proposal to the City of Lockport for program delivery services for the completion of the City's Home Improvement Program under the administration of the New York State Affordable Housing Corp.

Our organization has over thirty years of federal and New York State housing program administration expertise. This expertise has been gained through successful administration of our own projects and programs as well as through administration and program delivery services through agreements with local municipalities. Belmont's housing development and rehabilitation activities include multi-family rental housing development for senior citizens, families, and special populations; HUD Section 8 Voucher Program administration; rehabilitation of owner and renter occupied homes; and acquisition/rehab and new construction of single-family homes for sale to first time home buyers. Our organization and staff have the experience and capacity necessary to successfully work with the City to complete the NYS Affordable Housing Corp. Program.

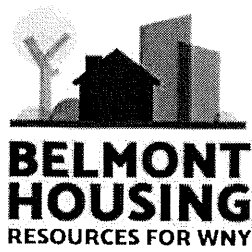
Please feel free to contact me if you have any questions concerning the information contained in this proposal.

Sincerely,

Brad Packard
Chief Operating Officer

Enc.





CITY OF LOCKPORT HOME IMPROVEMENT PROGRAM

STATEMENT OF QUALIFICATIONS & RFP RESPONSE

JUNE 27th, 2025

PREPARED FOR THE CITY OF LOCKPORT DEPARTMENT OF COMMUNITY DEVELOPMENT



TABLE OF CONTENTS

- I. Scope of Services**
- II. Fee Proposal**
- III. Relevant Experience**
- IV. Corporate Background**



-SECTION I- **SCOPE OF SERVICES**

Belmont Housing Resources for WNY, Inc. will provide a Senior Rehabilitation Specialist – Joseph Fisher, a Loan Specialist – Michael Civisca, a Housing Program Manager – Keith Braun, and a Senior Housing Program Manager – Eric Schiffman, to perform the following specific program delivery services for the Home Improvement Program:

2.1 Program Participant Eligibility Determination

- a. Assist the City in reviewing HIP applications for completeness.
- b. Verify applicant's household income, ownership, mortgage information, and existence of current fire insurance on property to be improved (through third party documentation).
- c. Determine eligibility for the housing program grant and/or loan.
- d. Prepare and send grant and/or loan award letter to property owner.

2.2 Conduct Initial Property Inspections and Prepare Work Write-Up and Cost Estimate

- a. Conduct initial property inspection, with a representative of the City's Building Inspection Department, to determine, at a minimum, work items necessary to bring the structure into compliance with the Housing Quality Standards (HQS) established by the U.S. Dept. of Housing and Urban Development (HUD) and correct major systems in danger of failure.
- b. Conduct lead risk assessment in accordance with provisions of the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- c. Conduct radon testing in according to the provisions of the EPA action levels.
- d. Based on initial property inspection and program guidelines, prepare the work write-up and in-house itemized cost estimate.
- e. Conduct additional property inspections with other inspection professionals, when necessary, to assess a specific problem item, review the report, and modify work write-up, cost estimate and specifications based on the professional's report.

2.3 Prepare and Distribute Rehabilitation Specifications

- a. Review the work write-up and obtain approval of same with the property owner.
- b. Prepare specifications for rehabilitation work and secure owner approval.
- c. Prepare and send out contractor bid packets to the property owner.
- d. Assist the property owner in securing contractor estimates.
- e. Review and compare bids, obtain clarification, and, if necessary, prepare addenda, and obtain signatures.
- f. Review the contractor estimates with the owner and assist the owner in selecting the contractor(s).

2.4 Prepare/Execute Documents and Initiate Construction

- a. Prepare and send grant and/or loan award letters to property owner.
- b. Obtain Certificate of Insurance from selected contractor(s) evidencing current liability insurance limits and worker's compensation insurance.
- c. Prepare and send selection and non-selection letters to contractors.
- d. Prepare the Owner/City agreement and obtain proper signatures.
- e. Prepare the Owner/Contractor agreement(s) and obtain proper signatures.
- f. Attend pre-construction meeting with city, property owner, and selected contractor(s), and disseminate copies of all documents from the meeting to appropriate individuals.
- g. Obtain copy of building permit from contractor(s); prepare and send Notice of Order to Proceed to contractor(s).
- h. Be available via telephone or meetings to respond to questions from the City, property owner, and contractor(s).

2.5 Conduct Interim Inspections

- a. Conduct a minimum of one inspection on each project.
Note: City Building Inspection Department will be conducting a minimum of one additional inspection on each project.
- b. Assist in the resolution of any problems that occur during rehabilitation.
- c. Assist with change orders during rehabilitation, prepare appropriate paperwork and obtain required signatures.
- d. Assist the City in preparing and processing documentation for progress payments.
- e. Be available via telephone or meetings to respond to questions from the City, property owner and contractor(s).

2.6 Conduct the Final Inspection

- a. Conduct a final inspection to ensure work was completed in a workmanlike manner and to specifications, and that the unit is in compliance with HUD HQS standards.
- b. Conduct lead clearance test in accordance with applicable federal laws (previously noted).
- c. Conduct radon testing to ensure the effectiveness of the passive radon mitigation system.
- d. Obtain from contractor(s) all required forms such as Certificate of Occupancy, Board of Fire Underwriters Certificate, etc.
- e. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor.
- f. Prepare and obtain proper signatures on all documents required from the owner by the City for authorization of final payment to the contractor(s).
- g. Assist the City in preparing the documentation and the contractor's request for final payment and obtain proper signatures; prepare warranty forms and secure signatures.
- h. Be available via telephone or meetings to respond to questions from the City,

property owner, and contractor(s).

2.7 Administrative Activities

- a. Prepare and submit reports and retain documentation.
 - 1. Prepare and submit documentation to the City for payment of services.
 - 2. Maintain a cumulative total of rehabilitation funds expended and the remaining balance.
 - 3. Prepare and submit to the City progress reports summarizing program status and specific activities undertaken, as requested.
 - 4. Attend HTFC OCR program review meetings, as requested by the City.
- b. Belmont Housing Resources for WNY, Inc. agrees to maintain the necessary personnel to ensure efficient implementation of all rehabilitation activities.



**BELMONT
HOUSING**
RESOURCES FOR WNY

-SECTION II-
FEE PROPOSAL

Service Component**Price per Residence**

1) Program Participant Eligibility Determination	\$ 225.00
2) Conduct Initial Property Inspection and Prepare Work Write-Up/Cost Estimate. Provide pictures of all Identified work areas.	\$900.00
3) Conduct Lead Risk Assessment (if required)	\$750.00
4) Prepare Rehabilitation Specifications	\$950.00
5) Prepare/Execute Documents and Initiate Construction	\$450.00
6) Conduct Interim Inspections (\$250.00 per inspection; usually a minimum of one per project is required; additional inspections, as necessary, at \$250.00 per inspection)	\$500.00
7) Conduct Lead Clearance Test (if needed)	\$340.00
8) Radon testing	\$500.00
9) Coordinate requisite plumbing and electrical inspections.	\$115.00
10) Conduct Final Inspection including pictures of all completed work.	\$560.00

TOTAL	\$4,200.00
TOTAL with Lead Clearance	\$4,540.00
TOTAL with Lead Risk Assessment and Lead Clearance	\$5,290.00

Income Determination for each Application Determined Ineligible to Participate	\$ 225.00
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**BELMONT
HOUSING**
RESOURCES FOR WNY

-SECTION III-
RELEVANT EXPERIENCE

Belmont Housing Resources for WNY, Inc. has a successful history of program administration and delivery services for housing programs on behalf of local municipalities. The agency was incorporated in 1977 to administer the HUD Section 8 Existing housing program for the Erie County PHA Consortium. Belmont presently continues to administer the HUD Section 8 Certificate and Voucher Programs for the Consortium as well as for the City of North Tonawanda PHA. The Corporation currently provides program delivery activities and some administrative services through agreements for local municipalities for the following programs:

- NYS HTFC/HOME - on behalf of the City of North Tonawanda (CNT), Belmont provided program delivery and some administrative services for the City of North Tonawanda's HTFC/HOME Home Rehabilitation Programs (HRP) since 1992. The HRP program provided grants up to \$15,000 to HOME income eligible owner occupants.
- HUD/HOME/CDBG/CDBG-CV/LEAD GRANT – on behalf of the City of Buffalo, since 2004 Belmont provides ongoing program delivery and some administrative services for the City of Buffalo's owner-occupied Rehabilitation Loan Program. The Rehabilitation Programs currently provide loans and/or grants up to \$90,000/unit to HOME/CDBG income eligible owner occupants. Belmont has administered over \$39,000,000 in program funds resulting in the completion of more than 2,400 homes.
- HUD/Lead Hazard Control Program – on behalf of the County of Erie, since 2006 Belmont provides ongoing program delivery and some administrative services for the County of Erie Lead Hazard Control Program as well as a Lead Demonstration Grant. The Lead Hazard Control Programs currently provide loans and/or grants to eligible program participants. Belmont has administered over \$7,000,000 in program funds resulting in the completion of more than 1000 homes.
- Heart of the City Rehabilitation Program- on behalf of Heart of the City, since 2011 Belmont provided ongoing program delivery and some administrative services for the Heart of the City's Rehabilitation Program. The Rehabilitation Program currently provides loans and/or grants to eligible program participants. Belmont has administered over \$1,400,000 in program funds resulting in the completion of more than 35 homes.
- HUD Rental Rehabilitation Program (RRP) - on behalf of the City of North Tonawanda (CNT), Belmont provided program delivery services to CNT's RRP program. The RRP began in 1984 and Belmont provided program delivery services since that time. This program provided for the rehabilitation of income eligible renter occupied units. The total cost of rehabilitation was covered through the RRP and property owner contribution.
- HUD Section 8 Certificate and Voucher Program - on behalf of the Erie County PHA

Consortium and the City of North Tonawanda PHA, Belmont administers the HUD Section 8 Voucher Program. During 2009 over \$24 million in Section 8 payments assisted the Section 8 program participants in this program.

Belmont was awarded and successfully completed the following programs:

- AHC - on behalf of the City of Lockport, Belmont provided program delivery and some administrative services for the City of Lockport's AHC funded Housing Improvement Programs (HIP) since 2018. The HIP program provided loans and/or grants up to \$20,000 to income eligible-owner occupants in specified target areas in Lockport.
- *New York State Affordable Housing Corporation (AHC)* - on behalf of the City of North Tonawanda (CNT), Belmont provided program delivery and some administrative services for the City of North Tonawanda's AHC Housing Improvement Programs (HIP) since 2015. The HIP program provided loans and/or grants up to \$40,000 to income eligible-owner occupants in CNT. A total of 16 units were improved using \$335,000 in AHC funds.
- *New York State Affordable Housing Corporation (AHC)* - through this 1988 Affordable Home Ownership Development Program award, Belmont purchased 2 two-unit homes, rehabbed them, and sold them to income eligible owner occupants who then rented the second unit in the building to an income eligible tenant. A total of 4 units were improved using \$46,792 in AHC funds.
- New York State Housing Trust Fund Corporation – Belmont was awarded \$200,000 for an Access to Home Program in 2005. The Access to Home Program performed access, health and safety repairs for income eligible owner and renter households with a household member with a disability. Assistance was provided as a deferred payment loan to assist thirteen households.

While each federal and State housing program has different regulations, the procedures for determining program participant eligibility, housing condition, and activities necessary to bring the unit to a level of compliance are the same. All federal and State housing programs require:

- income and other eligibility verifications and determinations;
- inspection of the unit to determine what work items are required to bring the unit in to a programmatic standard of compliance;
- procuring a Lead Risk Assessment (if necessary)
- preparation of work write-up, cost estimate, and specifications based on the initial inspection;
- determination of contractor eligibility and contractor selection;
- inspection monitoring visits while work is in progress;
- conducting a lead clearance test (if necessary)
- final inspections;

- meetings and telephone conversations with property owners, private contractors, and local and other public officials to keep all parties involved in the project informed and to resolve any problems that come up;
- necessary paperwork needs to be prepared for property owners and contractors; and files maintained and various reports prepared.

Belmont has successfully obtained and administered home improvement projects funded through the federal and State governments for over thirty years. We are also able to draw upon the expertise in Section 8 income determination and HUD Housing Quality Standards (HQS) from our staff administering the Section 8 program. Our Housing Rehabilitation Specialists have backgrounds in various aspects of the construction trades, including project inspection for the State of New York, and inspection, work write-up, and specification writing for CDBG, HOME, AHC, and RRP programs while employed by Belmont through our consultant contracts with the City of North Tonawanda, City of Buffalo and County of Erie as well as through those programs awarded directly to Belmont. The Senior Housing Program Manager has 30 years of housing rehab experience with federal and State programs, including HUD CDBG application preparation and the administration of successful CDBG, HOME, and AHC grants on behalf of the funded municipalities. Belmont can draw upon the knowledge and expertise of its staff for the successful completion of the City of Lockport's AHC Home Improvement Program. The Senior Rehabilitation Specialists and the Senior Housing Program Manager are Certified NYS Code Enforcement Officers.



**BELMONT
HOUSING**
RESOURCES FOR WNY

-SECTION IV-
CORPORATE BACKGROUND

Eric Schiffman

Senior Housing Program Manager, Residential Construction

Mr. Schiffman joined the Belmont team in 1994 as a Housing Rehabilitation Specialist. In his current role, Mr. Schiffman oversees our rehabilitation contract monitoring, inspection and management staff who are responsible for rehabilitation activities in nearly 300 homes across the region on an average annual basis. Eric has proven to be a critical resource for our team and offers a valuable perspective having previously owned and operated a private general contracting firm. Mr. Schiffman's expertise provides Belmont with capacity for both rehabilitation activities and new home construction. The following is a summary of his recent accomplishments:

- Management of the City of Buffalo Housing Rehabilitation program which utilized over \$24 Million in federal funds toward housing restoration activities over a 13 year period.
- Oversight and management of the City of Buffalo Rehabilitation Loan Program and the City of Buffalo's Lead Hazard Control Grant.
- Management of the City of North Tonawanda Housing Rehabilitation program which utilized over \$950,000 in federal funds toward housing restoration activities.
- Management and oversight of the Erie County Department of Health Lead Hazard Control program that utilized over \$6 Million in federal funds toward lead abatement and removal activities over a 12 year period.

Mr. Schiffman has remained committed to continually seeking training in the current best practice methods for housing rehabilitation and construction activities and currently holds the following certifications:

- NYS Building Code Enforcement Officer
- EPA Certified Lead Paint Risk Assessor
- Residential Wiring Certification from Erie 1 BOCES
- HUD Certified in Lead Paint Renovation, Repair & Painting, Advanced Housing Quality Standards and Fraud Control
- Certified in Mold Awareness from Environmental Education Associates
- Certified through NeighborWorks America in Real Estate Owned Foreclosures, Building Healthy Home Standards, Green Building Standards and Recognizing Environmental Hazards.

Keith Braun

Housing Program Manager

Mr. Braun joined the Belmont team in 2011 as a Rehabilitation Specialist and in his current role he oversees a staff of three rehabilitation project managers who are dedicated to advancing the renovation and rehabilitation of residences throughout the region. Keith's responsibilities involve all aspects of managing the rehabilitation program to include structure inspections, project feasibility assessments, construction specification drafting and review, bid procurement, contract issuance and management, change order management, job cost tracking and project closeout certification. Mr. Braun provides our team with hands on knowledge of construction practices and methods having previously been employed as a carpenter and foreman. Additionally, Keith keeps a constant working knowledge of the latest construction regulations and building technologies through staying active as a New York State Licensed Home Inspector.

Keith has remained committed to continually seeking training in the current best practice methods for housing rehabilitation and construction activities and currently holds the following certifications and association memberships:

Certifications

- NYS Building Code Enforcement Officer & Certified Home Inspector
- HUD Certified in Advanced Housing Quality Standards
- EPA/HUD Certified in Lead Paint Renovation, Repair & Painting
- EPA/HUD Certified Dust Sampling Technician
- EPA/NRPP Radon Measurement
- NYSEDA Home Heating Professional & Building Analyst
- Cornell University Healthy Homes Practitioner

Associations

- International Association of Certified Home Inspectors
- American Association of Radon Scientists and Technicians
- Buffalo Niagara Association of Realtors

Mr. Braun studied at the State University of New York at Delhi where he received an Associate of Science Degree in Construction Technology and also has a Bachelor of Science Degree from the State University of New York Polytechnic Institute in Technical Teacher Education.

Biography

Belmonthousingwny.org

"Dedicated to expanding affordable housing opportunities"

Joseph Fisher

Senior Rehabilitation Specialist

Mr. Fisher joined the Belmont team in 2013 and since that time has expanded his skill set to become a recognized specialist in the field of lead remediation and abatement construction work. Originally employed as a Construction Monitor, through exceptional performance and a commitment to achieving additional qualifications and certifications, Joe is now a critical asset to our team in the field of lead risk assessment and remediation. As the Senior Rehabilitation Specialist, Mr. Fisher conducts initial, interim and final inspections; determines project feasibility; coordinates scope of work finalization and competitive bidding; prepares construction contracts and financing encumbrance packages; and provides lead clearance and project closeout packages. Joe currently has the following certifications and program qualifications:

- Knowledge of CDBG, HOME & AHC program requirements
- Safe Lead Hazard Control work practices
- Certified HUD HQS Inspector
- EPA Lead Supervisor
- Licensed NYS Home Inspector
- Certified NYS Code Enforcement Officer

Biography

Michael Civisca

Loan Coordinator

Michael Civisca joined the Belmont Housing Development Department in 2017 as a Residential Rehabilitation Specialist. For eight years, he enjoyed being a member of a knowledgeable and skilled team involved in property assessment, contractor coordination, homeowner engagement, and the dedication to renovating homes throughout the City of Buffalo.

In March 2025, Michael was offered a new position as Loan Coordinator within the department, working directly with Belmont's community-based partners and supporting the Buffalo Urban Renewal Agency (BURA) programs that serve the region's housing rehabilitation needs.

Michael's experience as a residential rehabilitation specialist, along with a background in finance, offers an insight into both field operations and administrative requirements. He values the opportunity to draw on his background and accomplishments to meet the needs of his department and contribute to Belmont's overall mission.

- BS Business and Arts Management, Daemen University.
- Intuit QBO Level 2 ProAdvisor
- Certified NYS Code Safety Monitor
- HUD Certified in Advanced Housing Quality Standards
- EPA/HUD Certified in Lead Paint RRP

City Clerk

From: Jason Webley <jason.webley@gmail.com>
Sent: Wednesday, July 16, 2025 8:11 AM
To: City Clerk; Luca Quagliano; Mayor@lockportny.gov
Cc: cedwards@lockportny.gov; Paula Halladay Travis
Subject: Re: [EXTERNAL] Floating Circus in Lockport this August?

Emily,

I'm copying the mayor and Luca in as well.

I wanted to let you know that after talking with NYS Canals and the Mayor, I've decided the easiest thing is to move the event to Wide Waters Marina. The location is actually a little to the west of the marina along the park, but people seem to refer to the whole area as Wide Waters. Let me know if anything additional is needed - I feel like parking and safety will all be easier here.

I've gone ahead and made a Facebook event page. I would love any help sharing this in the community. I can also put together a press release. I've tried adding the city as co-host.

<https://www.facebook.com/events/1399361744438952/>

I also wanted to also give a heads up that NYS Canals is asking us to get a simple authorization form signed by most of the locations we're stopping in. I can have my contact at NYS Canals get that filled out and sent over to you shortly.

Let me know if there's anything you need from me.

Thank you!

-Jason

206-434-5802

On Fri, Jun 13, 2025 at 10:51 AM Jason Webley <jason.webley@gmail.com> wrote:

Thank you Emily,

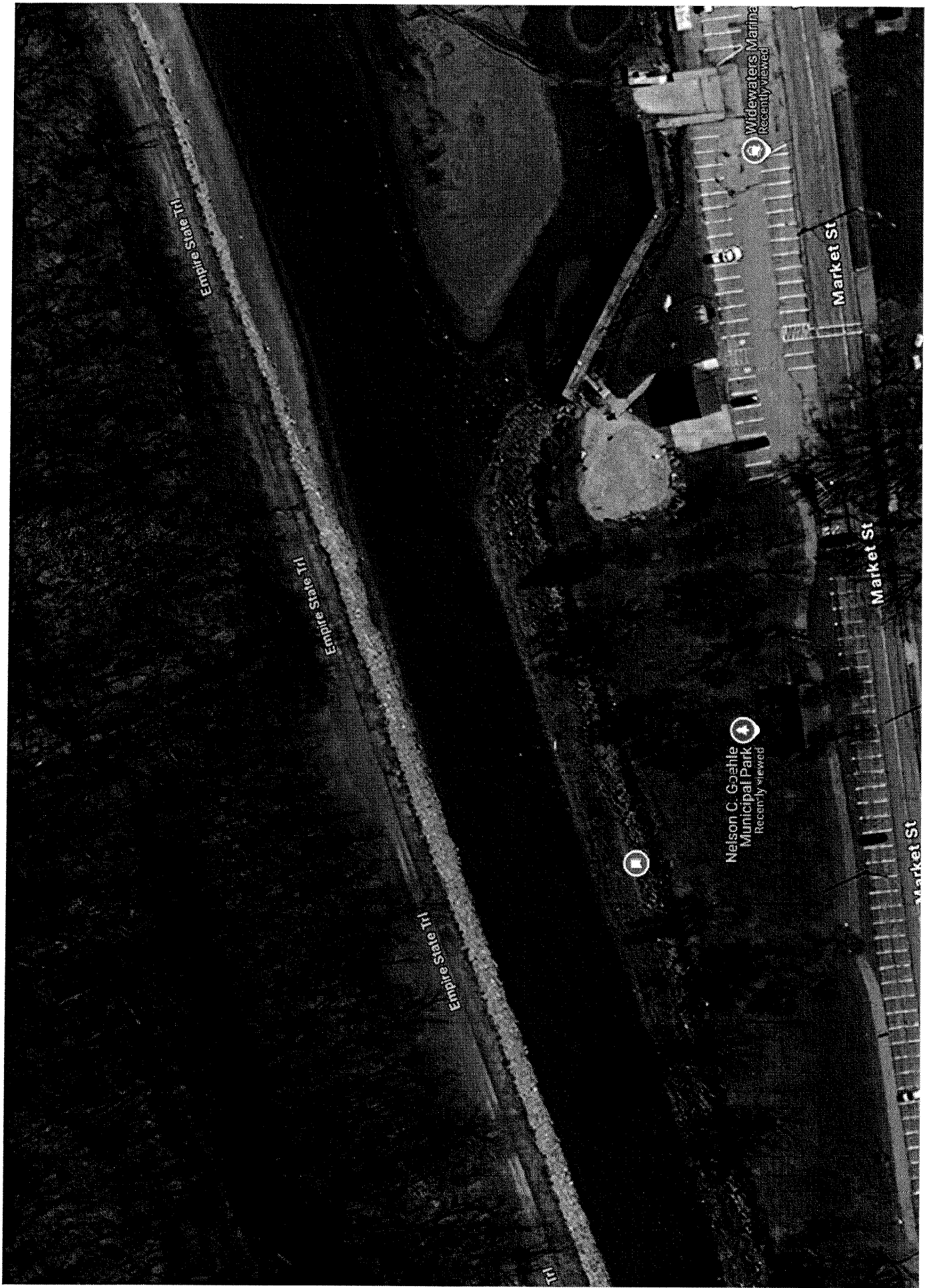
I just gave a call and have a meeting set up for Tuesday.

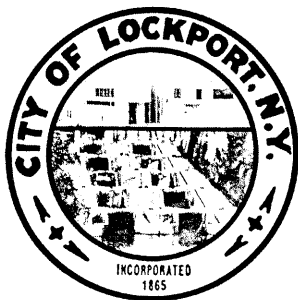
Last Saturday I was back in Lockport and had a really fruitful meeting with Luca Quagliano.

-Jason

On Fri, Jun 13, 2025 at 5:13 AM City Clerk <cityclerk@lockportny.gov> wrote:

Good morning Jason,





CITY OF LOCKPORT, NEW YORK

LOCKPORT MUNICIPAL BUILDING

ONE LOCKS PLAZA

LOCKPORT, NY 14094

OFFICE OF CITY CLERK

Emily Stoddard, City Clerk
Carol M. Edwards, Deputy City Clerk

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

TO: Whom it may concern

FROM: Emily Stoddard

DATE: May 15th, 2025

Please be advised, that at a regular meeting of the Common Council of the City of Lockport, NY held on May 14th, 2025 the following resolution was adopted:

051425.6

By Alderman Kirchberger:

Whereas Jason Webley, organizer of the Flotsam River Circus, a 501(c)(3) nonprofit organization comprised of musicians, circus artists, and puppeteers, has requested to host a free public performance in Lockport on Tuesday, August 5, 2025, as part of a tour along the Erie Canal and Hudson River in celebration of the Canal's Bicentennial; and

Whereas the proposed performance would take place at the grassy area adjacent to the locks, below the Lockport Locks District Museum, on land owned by the New York State Canal Corporation, which has expressed support for the project and is coordinating with the organizers; and

Whereas the Flotsam River Circus is fully insured and has committed to meeting all relevant local requirements and to coordinating with local officials and the tourism office to ensure a smooth and safe event; and

Whereas the Common Council believes this performance will bring cultural enrichment, community engagement, and positive visibility to the City of Lockport;

Now, therefore, be it resolved that the City of Lockport hereby expresses its approval and enthusiastic support for the Flotsam River Circus performance scheduled for August 5, 2025, and encourages coordination between city departments, local tourism officials, and the organizers to facilitate the event.

Be it further resolved that any necessary local permits or permissions be coordinated in good faith to ensure the success of this community event, and that city resources, where available and appropriate, be made accessible to support the safe and successful presentation of the performance.

Seconded by Alderman Mullane and adopted. Ayes 5.

Cc: Jason Webley
Clayton Dimmick
Chief Abbott
Chief Quagliano

City Clerk

From: Jason Webley <jason.webley@gmail.com>
Sent: Tuesday, April 29, 2025 4:12 PM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Floating Circus in Lockport this August?
Attachments: FLOTSAM - About us 2025.pdf

Hello,

My name is Jason Webley. I organize a non-profit performing troupe called Flotsam River Circus. We will be traveling the Erie Canal this August and I would very much like to make a stop in Lockport

We are a group of musicians, circus artists and puppeteers who travel on a ramshackle raft giving free performances in waterfront towns. Each year we pick a different river system, and for 2025 as part of the Bicentennial for the Canal we will be touring the Erie Canal and the Hudson River. NYS Canal Corp has been very supportive of our project and have awarded us a modest grant to help us with this tour.

We're really hoping to stop in Lockport. I'm told the location where we are hoping to be performing is owned by the Canal Corp, and we are already working with them - but I wanted to connect with the town as well. We are hoping to set up at the grassy area just outside of the lock, below the Locks District Museum. The date we have available is Tuesday, August 5th.

If there's any permit or permission we would need from the town, please let me know. Also, I'd love to connect with your local tourism office and anyone in town who might be interested in our project.

We are a 501c3 non-profit, and we are fully insured.

The link below has some video and images that give a sense of what we do:

<https://rivercircus.com/gallery.html>

Thank you for your time, and I very much hope we can make this work!

Thank you,

-Jason

206-434-5802

www.rivercircus.com

A RESOLUTION AUTHORIZING THE USE OF HARRISON PLACE BUSINESS INCUBATOR KITCHEN COMMISSARY FOR WINEMAKING OPERATIONS BY LEQ LANDING LLC

WHEREAS, the Greater Lockport Development Corporation (GLDC), as owner of the property located at 210 Walnut Street, Lockport, New York 14094, also known as the Harrison Place Business Incubator, has entered into an agreement with Paul LeQueux, Owner/Operator of LeQ Landing LLC, located at 3859 Mapleton Road, North Tonawanda, NY 14120, to utilize a portion of the premises for winemaking operations; and

WHEREAS, the agreement permits LeQ Landing LLC to utilize the designated kitchen commissary area of the property for winemaking purposes, including processing, fermenting, and bottling, effective from August 1, 2025, through the duration of their tenancy; and

WHEREAS, the operations are contingent upon full compliance with all applicable federal, state, and local regulations, including obtaining permits from the Alcohol and Tobacco Tax and Trade Bureau (TTB) and the New York State Liquor Authority; and

WHEREAS, LeQ Landing LLC is solely responsible for the conduct, cleanliness, insurance coverage, maintenance, and legal compliance of their business operations within the designated area, and must indemnify the property owner and any associated parties from any liabilities arising therefrom; and

WHEREAS, a formal lease agreement will be executed and managed by a Mancuso Business Development representative to govern this tenancy and operational use;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Lockport, that it hereby acknowledges and supports the agreement between the GLDC and LeQ Landing LLC for the permitted use of the Harrison Place kitchen commissary for winemaking operations, and encourages the responsible development of local small business enterprises consistent with local economic goals.

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a certified copy of this resolution to the Greater Lockport Development Corporation and LeQ Landing LLC.

A Local Law to Amend the Annual Salaries of the Common Council and the Common Council President

Section 1. Legislative Intent

The purpose of this local law is to adjust the annual compensation for members of the Common Council and the Common Council President to reflect current responsibilities and to ensure fair and adequate remuneration.

Section 2. Amendment of Salaries

- **Common Council Members:**
The annual salary for each member of the Common Council shall be increased from Eight Thousand Dollars (\$8,000.00) to Twelve Thousand Dollars (\$12,000.00).
- **Common Council President:**
The annual salary for the President of the Common Council shall be increased from Eight Thousand Eight Hundred Dollars (\$8,800.00) to Thirteen Thousand Dollars (\$13,000.00).

Section 3. Effective Date

This local law shall take effect on the first day of January 2026, and filing with the Secretary of State, pursuant to the provisions of the Municipal Home Rule Law.

Section 4. Severability

If any clause, sentence, paragraph, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. Repealer

All resolutions, ordinances and local laws or parts of resolutions, ordinances and local laws in conflict with this section are hereby repealed insofar as they are in conflict with this section.

City of Lockport - Resolution Request Form

Agenda Description: Gospel Festival

Presented By: James Wilson

Date Submitted:

716 480-3703 Topic Area (Select Most Applicable Option):

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

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Local Law Change
Community Development
Highways and Parks
Engineering
Code and Planning
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

Summary of Resolution: Gospel Festival along with 3 on 3
Basket tournament For Adult and Youth.
Food Trucks, and will have Face painting and Balloons
For kids. No Fee DUE From anyone, All is provided from
Secured By Grace Protection Agency (GBPA). I belong
to Prayer Room ministries church, other churches will be
Involved.

Explanation of Attachments: Time will be from morning to evening
Time. It's to bring our community and youth together.
Secured By Grace protection Agency will be paying fees.

8/30/25 from 9AM - 9AM

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

Clerk/Legal/Finance Approval:

Notes:

Name:

Date of Approval:

*Hawley
Corinthia*

EMPLOYMENT AGREEMENT
CHIEF OF POLICE

DATE: Effective January 1, 2025 to December 31, 2027

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

STEVEN K. ABBOTT, hereinafter called the "Employee" or "Chief".

1. EMPLOYMENT STATUS

The Chief shall serve in the capacity of Chief of the Police Department for the City and shall not be a part of any collective bargaining unit or have bargaining unit protections therefrom. The Chief shall be subject to discipline pursuant to the Lockport City Charter and Civil Service Law.

2. TERM

The Chief shall report to the Mayor and the Police Board. The Chief may terminate this agreement upon thirty (30) days written notice to the Mayor.

3. COMPENSATION AND BENEFITS

1. As compensation for services to the City during the term of this Agreement, in whatever capacity rendered, the Employee shall be paid a base salary of 10% above the base salary of the highest ranking subordinate's salary annually based upon a 35- hour work week, payable in equal convenient installments, not less than biweekly. All other compensation, rights, privileges, and benefits for the Chief of Police will mirror the Hickory Club, PBA contract with one exception as follows: The Police Chief will not earn overtime compensation nor will he earn or bank compensatory time. The Police Chief may utilize "Flex" time to account for hours worked outside normal business hours attending meetings, events, and emergency incidents. Said "Flex" time may be earned in one timesheet and must be used in the current or next timesheet. There shall be no accumulation of "Flex" time after the next timesheet in which it was earned.

4. POSITION AND DUTIES

The City shall employ Employee as its Chief of Police. The Employee's powers and duties shall be those contained in the job description for Police Chief and as an Employee may be directed from time-to-time by the Mayor. The Employee shall report to the Mayor. The Employee shall devote his best efforts and full business time and energy to the business of the City.

5. RESIDENCY

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

welfare of the people and that those who are residents of the City of Lockport take a greater interest in promoting the public safety and health in the future of this community than do nonresidents who reside in areas unaffected by City of Lockport services. Therefore, employees hired must be residents of the City of Lockport.

6. VEHICLE AND EQUIPMENT USE

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

7. CONFIDENTIALITY

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

8. CONFLICTS

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

9. DEFENSE AND INDEMNIFICATION

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

10. NON-WAIVER

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

11. ASSIGNMENT

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

12. MODIFICATION

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

13. ENTIRE AGREEMENT

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

14. MISCELLANEOUS

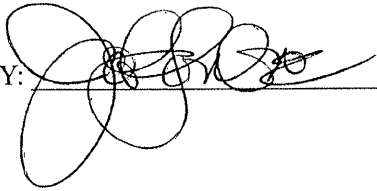
If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby. Paragraph headings contained in this Agreement are for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

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

This entire agreement is subject to Common Council approval.

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

CITY OF LOCKPORT:

BY: _____

Dated: 7-8-2025

CHIEF:

BY: _____

Dated: 7-8-2025

ORIGINAL

7/8/25 FINAL
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "MOA") is entered into by and between the representatives for the **City of Lockport** (hereinafter "City"), which shall also mean the City Council, and the **Hickory Club Patrolmen's Benevolent Association, Inc.**, (hereinafter "PBA"), affiliated with the **New York State Union of Police Associations, Inc.** (hereinafter "NYSUPA"), and referred to collectively as the parties.

WHEREAS, the City and the PBA are parties to a collective bargaining agreement which had an expiration date of **December 31, 2012**, the **Light Duty Agreement Addendum dated September 2009**; the **Hickory Club Retirement Incentive dated December 2013**; the **Memorandum of Understanding dated October 2015 for the period of January 1, 2013 through December 31, 2018**; the **Memorandum of Agreement dated October 2015 for the period of January 1, 2019 through December 31, 2023**; and **Hickory Club Healthcare Retirement Contract, undated**, but initialed by the parties on each page; and including any other relevant document(s) mutually agreed upon that are not referenced herein, (hereinafter "CBA"; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this MOA on the terms and conditions for a successor CBA for the period of **January 1, 2024 through December 31, 2026**, and wish to memorialize their understanding, in writing, pending the signing of a new CBA; and

WHEREAS, upon execution and ratification of this MOA by the representatives of both the PBA and City, the parties agree to comply with the following:

1. This MOA is subject to ratification by the PBA first (1st), and then ratification by legislative approval of the City Council as set forth herein. All parties who sign this MOA shall support and endorse it for ratification by their respective bodies.
2. All terms and conditions of the CBA, which had an expiration date of **December 31, 2023**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than **July 18, 2025**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this MOA, the City Assistant Corporation Council shall be notified in writing by NYSUPA of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this MOA, the Mayor shall then have this matter placed on the agenda, as soon as practical, for the next regularly scheduled or special meeting of the City Council, after written notification of the successful passage by NYSUPA is received, to be held no later than **July 23, 2025**, at which its ratification vote to approve this MOA shall be conducted.

7-8-25
7/8/25

6. After the successful ratification votes by the PBA and City, all new terms and conditions shall be implemented **in the first (1st) full pay period of August, 2025**, except those for which this MOA specifically provides for an alternate date of implementation. All terms and conditions that have no specific implementation date, shall become effective on the first (1st) day of the CBA, **January 1, 2024**.

7. The City agrees that any and all retroactive money due and owing, if any, shall be paid as set forth in Article 12- Wages/Compensation (1) on page 5, to all unit members pursuant to the terms contained in this MOA who were employed during the expired CBA period, in a separate payroll check from the regular payroll check. The City shall provide a worksheet a minimum of two (2) weeks prior to each payment as set forth in Article 12 – WAGES/COMPENSATION, to any unit member receiving retroactive money, setting forth how the calculation(s) was made, and what it represents, by pay period. All retro-active payments shall be reported to the NYS Comptroller for the Police and Fire Retirement System, by each year the retroactively would have been earned and paid for the purpose of pension calculation pursuant to its Rules.

8. The City shall prepare a draft “red-lined” CBA, and send to the NYSUPA’s President in “word document” for the review, consideration and response that it reflects the expired CBA, and this MOA, **no later than December 1, 2025**. After mutual agreement by the parties to the draft “red-lined” CBA, a Final CBA shall be forwarded thereafter to be executed by the Mayor and PBA President.

9. The parties agree that after the successful ratification votes by the parties, this MOA shall have the full force and effect of the CBA between the parties. Any disputes alleged concerning the terms and conditions of this MOA, shall be enforceable through the Grievance Procedure, until a Final CBA is executed as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and upon the successful ratification votes by the PBA and City Council, the parties agree that a successor CBA to the one that had an expiration date of **December 31, 2023** shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE CITY



JOHN LOMBARDI III **1-8-2025**
Mayor Date

FOR THE PBA



WADE BOYER **7/8/2025**
President Date

**PAGE REFERENCES ARE FROM THE
JANUARY 1, 2008 – DECEMBER 31, 2012 AGREEMENT**

1. **HOUSEKEEPING** – The last Agreement “executed” is for the 5 year period of January 1, 2008 – December 31, 2012. Consolidate all related executed documents to incorporate into one (1) Agreement through December 31, 2026. **(NOTE: See the first (1st) Whereas on page 1.)** Delete dates no longer applicable, and correct spelling and grammatical errors throughout the Agreement mutually agreed upon.

2. **ARTICLE 6 – DISCIPLINE AND DISCHARGE** (pp. 4-5)

6.1 Methods of Discipline – Add the following to read as follows:

Effective **September 1, 2025**, and in the event the Chief of Police determines that formal disciplinary charges are not required, and without review and/or approval of the Board of Police Commissioners, for relatively minor infraction(s) of the Police Department’s adopted Rules and Regulations that have been approved by the City, the maximum penalties shall be as set forth below, based on the employee agreeing and executing the attached Command Discipline Settlement Acknowledgement Form attached hereto as Appendix “ “ and made a part of this Agreement.

- Oral reprimand (with written confirmation)
- Written reprimand
- Fine (as set forth in the Civil Service Law)
- Reduction up to a maximum of five (5) days of paid leave that has not previously scheduled (e.g., vacation, personal leave, etc.)
- Suspension period without pay up to a maximum of five (5) work days.

An employee shall not be subject to formal discipline, except for just cause.

3. **ARTICLE 8 – GRIEVANCE PROCEDURE** (pp. 6-7)

8.2 Grievance Steps

1. **Immediate Supervisor** – Delete.
2. **Arbitration** – Use the New York State Public Employment Relations Board (PERB), pursuant to its Rules of Procedure for the selection of an Arbitrator. Provide that only the Hickory Club may proceed to arbitration.

- 3.
4. **ARTICLE 11 – WORK WEEK/WORK DAY** (pp. 9-10)

11.2 K-9 Division – Change Section Heading to K-9 Support Services.

Insert language in the 2013-2018 MOU here to replace the existing language, and mutually agreed upon edits that do not substantively alter the parties intent.

5. **ARTICLE 12 – WAGES/COMPENSATION** (pp. 11-15 and Appendix “A”)

12.1 Wages - Amend Heading to Base Wage Schedules, and incorporate Appendix “A” into the text, and amend to read as follows:

The Base Wage for all titles shall be as follows:

(NEW) (NEW)		(Revised)	
<u>Step</u>	<u>Years of Service</u>	<u>1/1/24 (1)</u>	<u>1/1/25</u>
1	Starting w/o MPTC *	(Mkt Adj.) \$ 46,743	(3.0%) \$ 48,185
1A	Police Officer Starting **	(Mkt Adj.) \$ 51,959	(3.0%) \$ 53,518
2	Police Officer Starting 2 nd Year **	(Mkt Adj.) \$ 61,760	(3.0%) \$ 63,613
3	Police Officer Starting 3 rd Year **	(Mkt Adj.) \$ 67,502	(3.0%) \$ 69,527
4	Police Officer Starting 4 th Year **	(Mkt Adj.) \$ 81,209	(3.0%) \$ 83,645
	Warrant Officer(s), SRO(s) and K-9(s)***	\$ 84,559	\$ 87,095
	Detective(s) ****	\$ 89,553	\$ 92,219
	Lieutenant(s) upon		
	Appointment *****	\$ 90,954	\$ 93,682
	Lieutenant Starting 2 nd Year *****	\$ 93,767	\$ 96,610
	Detective Lieutenant(s) *****	\$ 99,481	\$102,465
	Road Patrol Captain(s) *****	\$102,019	\$105,079
	Support Services/Detective Captain(s) *****	\$104,455	\$107,588

(NEW) (NEW)		
<u>Step</u>	<u>Years of Service</u>	<u>1/1/26</u>
1	Starting w/o MPTC *	(3.0%) \$ 49,631
1A	Police Officer Starting **	(3.0%) \$ 55,124
2	Police Officer Starting 2 nd Year **	(3.0%) \$ 65,521
3	Police Officer Starting 3 rd Year **	((3.0%)) \$ 71,613
4	Police Officer Starting 4 th Year **	(3.0%) \$ 86,154
	Warrant Officer(s), SRO(s) and K-9(s)***	\$ 89,708
	Detective(s) ****	\$ 94,985
	Lieutenant(s) upon	
	Appointment *****	\$ 96,492
	Lieutenant Starting 2 nd Year *****	\$ 99,508
	Detective Lieutenant(s) *****	\$105,539

7/15/25 JLB
7/16/25 LWB
\$108,231
\$109,093
\$110,816

Road Patrol Captain(s) *****
Support Services/Detective Captain(s) *****

- (1) All employees shall continue to be paid pursuant to the January 1, 2023 schedule for the period of January 1, 2024 through December 31, 2024. Then each employee shall be placed accordingly on the above Base Wage schedule on **September 1, 2025**. No later than **August 31, 2025**, the City shall provide each employee his/her **January 1, 2024** through **August 31, 2025** calculations, as if the employee had been placed on the schedule on January 1, 2024. The calculations shall include, but is not limited to, the differences in the Base Wage that should have been paid if placed on the Base Wage schedule as of January 1, 2024, and overtime, holiday pay, shift differential, etc. The calculations, once agreed upon by the employee with the City, shall be paid in three (3) equal payments as follows:

- 1st payment in the 2nd pay period of September of 2025;
- 2nd payment in the 1st pay period of January of 2026;
- 3rd payment in the 1st pay period of March of 2026;

All payments shall be reported to the NYS Comptroller's Office pursuant to its Rules and Procedures for the year 2024, for incorporation into the calculation of an employees' Final Average Salary.

- * An employee who is hired without Municipal Police Training Council (MPTC) certification, shall be paid at Step 1 for his/her first (1st) twenty-six (26) weeks of employment. Starting the twenty-seventh (27th) week of employment, the employee shall move to and be paid at Step 1A.
- ** Represents a compression in the years of service for the police officer.
- *** The Warrant Officer(s), Support Service Officer(s) (SRO's), and K-9 Officer(s) Base Wage shall be a differential over and above the Step 4 Police Officer's Base Wage as follows:

	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
4.125%	4.125%	4.125%

- **** The Detective(s) Base Wage shall be a differential over and above the Step 4 Police Officer's Base Wage as follows:

	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
10.25%	10.25%	10.25%

***** The Lieutenant(s) Base Wage upon appointment, shall be a differential over and above the Step 4 Police Officer's Base Wage as follows:

	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
12.0%	12.0%	12.0%

***** The Lieutenant(s) Base Wage upon starting second (2nd) year shall be a differential over and above the Step 4 Police Officer(s) Base Wage as follows:

	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
15.5%	15.5%	15.5%

***** The Detective Lieutenant(s) Base Wage shall be a differential over and above the Step 4 Police Officer(s) Base Wage as follows:

	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
22.5%	22.5%	22.5%

***** The Road Patrol Captain(s) Base Wage shall be a differential over and above the Step 4 Police Officer Base Wage as follows:

	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
25.625%	25.625%	25.625%

***** The Detective Captain(s) Base Wage shall be a differential over and above the Step 4 Police Officer(s) Base Wage as follows:

	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
28.625%	28.625%	28.625%

12.2 Detective Pay – Delete and renumber. See above.

12.3 Traffic Captain – Delete and renumber. See above.

12.4 K-9, Warrant Officer, Support Service Officer (SRO) – Delete. See above.

12.6 Shift Differential – Amend to read as follows:

7-8-25

WLB 7/8/25

A shift differential shall be paid to all employees each pay period who work during any of the hours, or part thereof, of the “A” and/or “C” line tours of duty, which shall be computed off their Base Wage and Longevity, if applicable, as follows:

(+1.0%)	(N/C)	(N/C)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
2.0%	2.0%	2.0%

12.10 Pay for Schooling

A. Amend the 2nd paragraph to read as follows:

An employee who has a minimum of sixty (60) college credits, shall be paid an additional four and one-half percent (4.5%) over and above his/her Base Wage as set forth in Article 12, 12.1 Base Wage Schedules. An employee hired **on or after January 1, 2025** who has a minimum of sixty (60) college credits, shall also be paid an additional four and one-half percent (4.5%) over and above his/her Base Wage as set forth in Article 12, 12.1 Base Wage Schedules. However, regardless of the employees’ date of hire, the City shall no longer pay for further educational degrees.

C. In the 1st paragraph – delete “toward Police Science or Criminal Justice”.

12.13 Step Increases for New Hires – Delete a) and b) and amend to read as follows:

A new employee hired with prior credited police service, shall be placed on the Base Wage schedule based on all of his/her prior credited police service, as calculated by the employee’s last statement received from the New York State Retirement System. The employee shall be provided with an anniversary date to reflect all prior credited police service, for movement on the Base Wage schedule (e.g., hired on 9/1/24 with 5 years of prior credited service, provided with an anniversary date of 9/1/19). Other than as maybe provided by law, the new employees seniority shall start on his/her actual date of hire for purposes of seniority, vacation entitlement, health insurance and any other benefit provided pursuant to the Agreement.

12.14 Working Holiday Pay – Delete. See Article 15 – Holidays

7-8-25

JL

7/8/25

6. **ARTICLE 14 – OVERTIME** (pp. 17-18)

14.1 Definition – Amend to read as follows:

All overtime, except as set forth in Article 15 – Holidays, shall be paid at the employee's overtime hourly rate of pay, including longevity, if applicable, for all hours or part thereof worked, when not regularly scheduled to work his/her tour of duty/shift. At the employees' option, he/she may elect compensatory time in lieu of payment, which shall be made when submitting his/her time sheet.

14.2 Call in Pay – Add to read as follows need effective date to start.

Effective **September 1, 2025** an employee who is called into or back to work when off duty, shall be paid for all hours or part thereof worked, and be paid a minimum guarantee of four (4) hours of overtime.

7. **ARTICLE 15 – HOLIDAYS** (p. 18) - Amend to read as follows:

For the period of **January 1, 2024, through December 31, 2024**, all employees shall be paid in the pay period following the named Holidays herein, whether worked or not:

- | | |
|--------------------------------------|-------------------------|
| 1. New Year's Day | 8. July 4 th |
| 2. Lincoln's Birthday | 9. Labor Day |
| 3. Washington's Birthday | 10. Columbus Day |
| 4. Martin Luther King Jr.'s Birthday | 11. Veterans Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Easter Sunday | 13. Christmas Day |
| 7. Memorial Day | |

In the event an employee works overtime on the following named Holidays, he/she shall be paid two and one-quarter times (2.25X) his/her hourly rate of pay, for all hours or part thereof:

- | | |
|--------------------|---------------------|
| 1. President's Day | 4. Columbus Day |
| 2. Easter Sunday | 5. Thanksgiving Day |
| 3. Labor Day | 6. Christmas Day |

Effective **January 1, 2025**, all employees shall be paid in the pay period following the named Holidays herein, whether worked or not:

- | | |
|--------------------------------------|----------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Jr.'s Birthday | 9. Veterans Day |
| 3. President's Day | 10. Election Day |
| 4. Memorial Day | 11. Thanksgiving Day |

- | | |
|---------------------|----------------------------|
| 5. Juneteenth (NEW) | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Eve |
| 7. Labor Day | 14. Christmas Day |

In the event an employee works on any of the following named Holidays, he/she shall be paid two and one-quarter times (2.25X) his/her hourly rate of pay, for all hours or part thereof:

- | | |
|--------------------|---------------------|
| 1. President's Day | 4. Columbus Day |
| 2. Easter Sunday | 5. Thanksgiving Day |
| 3. Labor Day | 6. Christmas Day |

8. **ARTICLE 17 – SICK LEAVE (pp. 19-21)**

17.4 Sick Leave Incentive – Amend to read as follows:

Each employee shall be credited with additional personal leave days, in recognition for a sick a leave incentive, in the first (1st) period of January each year based on the previous calendar years use, as follows:

<u>Sick Leave Days Used</u>	<u>Payment</u>
0 Days	+5 Personal Leave Days'
1-2 Days	+3 Personal Leave Days'
3-4 Days	+1 Personal Leave Day
5 Days or more	No Additional Personal Leave Day

9. **ARTICLE 19 – PERSONAL LEAVE (p. 22)** - Add the following to read as follows:

Effective **January 1, 2025**, all unused personal leave at the end of each calendar year shall be placed into the employees accumulated unused sick leave.

10. **ARTICLE 21 – LONGEVITY PAY (p. 23)** – Amend to read as follows:

Effective **January 1, 2024** through **December 31, 2025** each employee shall be paid longevity based on his/her years of service with the City below, including all prior credited police service, as follows:

(N/C) <u>Years of Service and Rank</u>	(N/C) <u>Percentage of Base Wage by Title</u>
Starting 5 th Year and Rank	3.25%

7-8-25

7/8/25

Effective **January 1, 2026** each employee shall be paid longevity based on his/her years of service with the City below, including all prior credited police service, as follows:

<u>Years of Service and Rank</u>	<u>(N/C)</u> <u>Percentage of Base Wage by Title</u>
Starting 4 th Year and Rank *	3.25%
* Denotes a compression of 1 year	

11. **ARTICLE 22 – UNIFORMS (pp. 23-24)** – Amend to read as follows:

Each employee shall be paid a clothing allowance as follows:

(+\$75.00)	(+\$75.00)	(\$75.00)
<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
\$1,325.00	\$1,400.00	\$1,475.00

The clothing allowance shall be paid in the first (1st) payroll of December each year, with applicable taxes paid based on the employee's W-4 on file with the City. The clothing allowance shall be pro-rated based on each calendar month the employee was on the payroll.

Incorporate a complete uniform and equipment list to be provided to each employee.

12. **ARTICLE 23 – HEALTH CARE BENEFITS (pp. 24-31)**

23.2 Active Employees – Amend to read as follows:

The City shall contribute one hundred percent (100%) of the health insurance premium of the category enrolled (e.g., individual, family), in pre-taxed dollars, for all employees **hired on or before November 19, 2015**. All employees **hired on or after November 20, 2015** shall contribute fifteen percent (15%), and the City contributing eighty-five percent (85%) of the health insurance premium of the category enrolled (e.g., individual, family), in pre-taxed dollars.

23.4 Retirees – Amend to read as follows:

All employees who retire **that were hired on or before November 19, 2015**, shall have their health insurance premium, in the category enrolled (e.g., individual, family), paid at one hundred percent (100%) by the City.

An employee hired **on or after November 20th, 2015**, who retires, except as set forth herein, shall contribute fifteen percent (15%) of the health insurance premium

in the category enrolled, with the City contributing eighty-five percent (85%). The retiree shall be billed each calendar month, at the address he/she provides. The amount billed shall be paid no later than thirty (30) calendar days from the date mailed. However, if the employee returns one hundred and seventy-five (175) days at retirement of any combination of sick leave being applied first (1st), then compensatory time, personal leave, holidays and vacation days, the City shall pay one hundred percent (100%) of the health insurance premium in the category enrolled (e.g., individual, family). An employee who receives a disability retirement from the Police and Fire Retirement system for a line of duty injury and/or illness, the one hundred and seventy-five (175) days herein shall be waived, and the City shall pay one hundred percent (100%) of the health insurance premium in the category enrolled (e.g., individual, family).

13. In order to not unduly delay finalizing a Memorandum of Agreement for the 3-year period of January 1, 2024 through December 31, 2026, the parties agree, upon written notice to the other, to conduct negotiations to amend Article 25 (6), (9), (16) and (19) regarding light duty. In the event a negotiated settlement is not achieved within ninety (90) calendar days after the initial session, the matter shall be submitted to Arbitrator Jeffrey Cassidy for a final and binding Award, based on the parties submission to each other that was their "Last/Best and Final Offer" for Arbitrator Cassidy to determine which proposal he shall award.

14. **ARTICLE 28 – TERMS AND RENEWAL AGREEMENT** (p. 32) – Change the Heading to **DURATION** and amend to read as follows:

This Agreement shall be effective January 1, 2024 through December 31, 2026. (NOTE: Refers to a 3 year Agreement).

15. **PROPOSED NEW ARTICLE – GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE**

In order to not unduly delay finalizing a Memorandum of Agreement for the 3 year period of January 1, 2024 through December 31, 2026, that parties agree, upon written notice to the other, to conduct negotiations for a GML Section 207-c Procedure. In the event a negotiated Procedure is not achieved within ninety (90) calendar days after the initial session, the matter shall be submitted to Arbitrator Jeffrey Cassidy for a final and binding Award, based on the parties submission to each other that was their "Last/Best and Final Offer" for Arbitrator Cassidy to determine which proposal he shall award.

APPENDIX “ ”

CITY OF LOCKPORT POLICE DEPARTMENT COMMAND DISCIPLINE
SETTLEMENT/ACKNOWLEDGEMENT FORM

Employee name and rank _____

Date of the Alleged Incident _____

Narrative of the Incident (see attached) _____

Chief's Proposed Penalty as set forth in Article 6, 6.1:

The above Command Discipline penalty is in lieu of formal disciplinary charges being filed, if accepted by the employee. In the event the employee declines and does not agree to or accept the Chief's proposed penalty set forth above, the employee retains all rights as set forth in the Agreement between the City PBA regarding Articles 7 and 8.

The Chief's proposed penalty is (accepted) (declined) by the employee, as acknowledged below.

Employee's Signature – Date

Chief's Signature - Date

cc: Employee
Chief of Police
PBA President
Personnel File
City Attorney

7-8-25
7/8/25