#### <u>CITY OF LOCKPORT</u> COMMON COUNCIL MEETING AGENDA REGULAR MEETING July 9th, 2025 6:00 PM

5:30 PM	Committee of the Whole Meeting		
6:00 PM	Common Council Meeting		
ROLL CALL			
APPROVAL OF MINUTES	<b>xxxx:</b> 072325.1	Approve Common Council minutes for July 9th, 2025 meeting	
PUBLIC HEARING		to Amend the Annual Salaries of the Common Council nmon Council President	
COMMUNICATIONS			
MOTIONS & RESOLUTIONS	<b>Craig:</b> 072325.2	Approve bills and payrolls	
	<b>xxxx:</b> 072325.3	International Overdose Awareness Day	
	<b>Xxxx:</b> 072325.4	Home Rehabilitation program	
	<b>xxxx:</b> 072325.5	A Resolution to Change the Meeting Dates of the Common Council for November and December 2025	
	<b>xxxx:</b> 072325.6	Amend resolution 51425.6 (Flotsman River Circus)	
	<b>xxxx:</b> 072325.7	Police Chief MOA	
	<b>xxxx</b> : 072325.8	Hickory Club MOA	
	<b>xxxx:</b> 072325.9	Resolution Authorizing the Use of Harrison Place Business Incubator Kitchen Commissary for Winemaking Operations by LeQ Landing LLC	
	<b>xxxx:</b> 072325.10	A Local Law to Amend the Annual Salaries of the Common Council and Common Council President	

	<b>xxxx:</b> 072325.11	Gospel Festival at Outwater Park		
IENT	Fogle: 072325.12	Adjourn meeting to August 13th, 2025		

ADJOURNMENT

#### 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

#### ANNOUNCEMENTS

#### RECESS

Recess for public input.

072325.1

#### **APPROVAL OF MINUTES**

On motion of Alderman \_\_\_\_\_\_ seconded by Alderman \_\_\_\_\_\_ the minutes of the Regular meeting of July 9<sup>th</sup>, 2025 are hereby approved as printed in the Journal of Proceedings. Ayes \_\_\_\_.

#### PUBLIC HEARING

The Mayor announced a public hearing to call for a Local Law to Amend the Annual Salaries of the Common Council and the Common Council President.

The Mayor asked the City Clerk if any petitions or communications relative to the proposed Local Law were received.

Recess for public input.

The Mayor closed the public hearing.

#### 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 9<sup>th</sup> 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 10th, 2025.

Seconded by Alderman \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

#### 072325.3

By Alderman\_\_\_\_\_

Whereas August 31<sup>st</sup> 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 31<sup>st</sup>, 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 \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

#### 072325.4

By Alderman

**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 \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

#### 072325.5

By Alderman\_

**Whereas** the City Common Council regularly meets on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month which would be November 12<sup>th</sup> and 26<sup>th</sup> and December 10<sup>th</sup> and 24<sup>th</sup>, 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 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays, November 5<sup>th</sup> and 19<sup>th</sup> and December 3<sup>rd</sup> 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 \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

072325.6		
By Alderman		

**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 \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

## 072325.7 Police Chief MOA

By Alderman\_\_\_\_

Being Prepared.

Seconded by Alderman \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

## 072325.8 Hickory Club Contract

By Alderman\_

Being Prepared.

Seconded by Alderman \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

#### 072325.9

By Alderman

#### 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 \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

#### 072325.10

By Alderman\_\_\_\_\_

#### 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.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

**072325.11** By Alderman\_\_\_\_\_

Whereas Secured by Grace Protection Agency (SBGPA) has proposed to sponsor a Gospel Festival at Outwater Park on Saturday, August 30, 2025, featuring live music, fellowship, and community engagement; and

Whereas the organizers have requested permission to utilize Outwater Park for this event and to temporarily block off the adjacent parking lot to accommodate the anticipated attendance and ensure public safety throughout the duration of the event;

**Now, therefore, be it resolved**, that the Common Council of the City of Lockport hereby grants approval to Secured by Grace Protection Agency (SBGPA) to host the festival at Outwater Park on August 30, 2025; and be it further

**Resolved**, that the Department of Highways and Parks is authorized to coordinate with event organizers regarding site access, logistics, and to block off the parking lot for the duration of the event as needed; and be it further

**Resolved**, that the City Clerk is hereby directed to issue any necessary permits and documentation to facilitate the event in accordance with City policies.

Seconded by Alderman \_\_\_\_\_\_ and adopted. Ayes \_\_\_\_\_

#### 072325.12

#### ADJOURNMENT

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

Seconded by Alderman Devine and adopted. Ayes 5.

EMILY STODDARD City Clerk



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 9<sup>th</sup> Annual Lockport Overdose Awareness Day Rally on Sunday August 31<sup>st</sup>, 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 <u>ezych@wnyil.org</u> (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></ezych@wnyil.org>
Sent:	Monday, July 14, 2025 12:15 PM
То:	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 9<sup>th</sup> 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 <u>Western New York Independent Living, INC.</u> 746 Portage Rd. Niagara Falls, NY 14301 (716) 284-4131, Ext. 205 (Voice/TDD) (716) 563-0078 (Work Cell) (716) 284-3230 (Fax) <u>ezych@wnyil.org</u> <u>www.wnyil.org</u>

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

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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 <u>SUMMARY STATEMENT</u>

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 <u>tkam@lockportny.gov</u>. 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:

<u>https://www.lockportny.gov/community-development/</u> 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 <u>Conduct Initial Property Inspections and Prepare Work Write-Up and Cost</u> <u>Estimate</u>

- 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 <u>Prepare/Execute Documents and Initiate Construction</u>

- 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 <u>Conduct Interim Inspections</u>

- 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	
	ome Determination for each Application Determined igible to Participate	\$ XX.00

- 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 statues, 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 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
	<b>Program Administrator</b>
	1 Locks Plaza
	Lockport, NY 14094

or

E-mail to:

tkam@lockportny.gov

Housing Rehabilitation Program Administration SHARS ID # 20243098



**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,

arc

Brad Packard Chief Operating Officer

Enc.



# **CITY OF LOCKPORT HOME IMPROVEMENT PROGRAM** STATEMENT OF QUALIFICATIONS & RFP RESPONSE

JUNE 27<sup>th</sup>, 2025

PREPARED FOR THE CITY OF LOCKPORT DEPARTMENT OF COMMUNITY DEVELOPMENT





**City of Lockport Home Improvement Program** Belmont Housing Resources for WNY, Inc. June 27<sup>th</sup>, 2025

# 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 <u>Conduct Initial Property Inspections and Prepare Work Write-Up and Cost</u> <u>Estimate</u>

- 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.
- 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 <u>Prepare/Execute Documents and Initiate Construction</u>

- 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 <u>Conduct Interim Inspections</u>

- 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.



-SECTION II-FEE PROPOSAL

Service Component	Price per Residence
1) Program Participant Eligibility Determination	\$ 225.00
<ol> <li>Conduct Initial Property Inspection and Prepare Work Write-Up/Cost Estimate. Provide pictures of all Identified work areas.</li> </ol>	\$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
<ol> <li>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)</li> </ol>	\$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
<ol> <li>Conduct Final Inspection including pictures of all completed work.</li> </ol>	\$560.00
TOTAL TOTAL with Lead Clearance TOTAL with Lead Risk Assessment and Lead Clearance	\$4,200.00 \$4,540.00 \$5,290.00
Income Determination for each Application Determined Ineligible to Participate	\$ 225.00



# -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.



# -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
- o 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.

Biography

#### Belmonthousingwny.org

"Dedicated to expanding affordable housing opportunities"



## **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
- o EPA/HUD Certified in Lead Paint Renovation, Repair & Painting
- EPA/HUD Certified Dust Sampling Technician
- EPA/NRPP Radon Measurement
- NYSERDA 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.

#### 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

#### Belmonthousingwny.org "Dedicated to expanding affordable housing opportunities"



# **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

"Dedicated to expanding affordable housing opportunities"

#### **City Clerk**

From:	Jason Webley <jason.webley@gmail.com></jason.webley@gmail.com>
Sent:	Wednesday, July 16, 2025 8:11 AM
То:	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 <<u>cityclerk@lockportny.gov</u>> 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></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: <u>https://rivercircus.com/gallery.html</u>

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.

Agenda Description: GOSPEL Festiv	UHL
Presented By: JAm-25 Wilson	Date Submitted:
<b>こしん そうひ-3703 Topic Area (Selec</b>	ct Most Applicable Option):
Community Event	Local Law Change
Budget Amendment	Community Development
Contract Approval	Highways and Parks
Donation Acceptance	Engineering
Grant Application / Award	Code and Planning
Fund Utilization Request	Other
Please provide to Clerk at least 9 calendar days prior t	to Council meeting. Otherwise request will go to following meeting.
Summary of Resolution: GOSPEL Festin	
Blasket tournal	ment For Adult and Youth.
	Free painting and Balloons
or kids. No Fee Due From	anyone, All 15 provided From
Decured By Grace Protect	ion Agency (SBEPA) I Belong
to prayer Room ministries	church, other churches will be
nuolved.	
	Be From morning to evening
TIME. It's to Bring our Comm	BE FROM Monthly to county
to bring our comm	nonity and youth together.
becured By Grace protection	n Agency will be paying fees
, /	
8/38/25 From 9Am.	-Gam
	neeting minutes, emails, etc If any of this information is confidential and cannus denote a check in this field:
	I/Finance Approval:
otes:	
ame:	Date of Approval:

# City of Lockport - Resolution Request Form