

CITY OF LOCKPORT
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 **Craig:** Approve Common Council minutes of
070925.1 June 25th, 2025 meeting

PUBLIC HEARING Big Ditch Brewing

COMMUNICATIONS

MOTIONS & **Craig:** Approve bills and payrolls
RESOLUTIONS 070925.2

Fogle: Employee Anniversaries
070925.3

Lupo: Approval of Engineering Services for
070925.4 Pine/Lock/Gooding DRI Streetscape

Craig: 2023 In Rem Action, Index No.
070925.5 E182194/2024

Craig: Summer Youth Funding
070925.6

Kirchberger: Lockport in Bloom
070925.7

Devine: Fall Baseball at Outwater Park
070925.8

Kirchberger: MOA with DHA Union
070925.9

Craig: Bicentennial Fireworks Celebration
070925.10

ADJOURNMENT **Fogle:** Adjourn meeting to July 23rd, 2025
070925.11

CITY OF LOCKPORT
COMMON COUNCIL PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

July 9th, 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.

070925.1

APPROVAL OF MINUTES

On motion of Alderman Craig seconded by Alderman Lupo the minutes of the Regular meeting of June 25th are hereby approved as printed in the Journal of Proceedings. Ayes 6.

PUBLIC HEARING

The Mayor announced a public hearing related to the Community Development Block Grant (CDBG) project supporting Big Ditch Brewing Company at 1 East Avenue in the City of Lockport.

The Mayor asked the City Clerk if any petitions or communications relative to the CDBG grant project were received.

Recess for public input.

The Mayor closed the public hearing.

FROM THE MAYOR

Appointments:

6/23/2025 Larry Bouchard, 532 Pine Street, Lockport, NY 14094 has been appointed to the Planning Board effective June 23rd, 2025 for the completion of a 3 year term to expire December 31st, 2027.

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)

6/30/2025 Dawn and Kyle Lambalzer, "The Bloom Committee", requesting permission to hold this years' event on Friday July 11th – Sun July 13th.

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 Devine and adopted. Ayes 6.

070925.3

By Alderman Fogle:

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

<u>Employee</u>	<u>Years of Service</u>	<u>Title</u>
Matthew T. Vosler	10	Police Officer
Tanner C. Niezsgoda	5	Firefighter

Seconded by Alderman Mullane and adopted. Ayes 6.

070925.4

By Alderman Lupo:

Whereas, the City of Lockport (City) has received a Downtown Revitalization Initiative (DRI) Grant (Contract C1001608) managed by the New York Department of State (DOS) to fund streetscape enhancements to Pine Street (Project); and

Whereas, the initial phase of the project has been completed from South Street to the Erie Canal; and

Whereas, the City has until February 28, 2027 to complete construction of the next phase of the project at the Pine/Lock/Gooding Street intersection; and

Whereas, Nussbaumer & Clarke, Inc. (Nussbaumer) provided professional engineering services for the initial phase of the project and subsequently submitted a proposal dated April 18, 2025 to provide professional engineering services for the Pine/Lock/Gooding Street portion of the project; and

Whereas, DOS has reviewed Nussbaumer's proposal and qualifications and approved use of Nussbaumer on this project;

Now therefore, be it resolved, that the Mayor is hereby authorized to execute an agreement with Nussbaumer & Clarke, Inc., 80 Main Street Unit A, Lockport NY 14094 for a fee Not-to-Exceed of \$385,768.00, to be fully funded by the DRI Grant, inclusive of the Scope of Work included in their April 18, 2025 proposal to the City for consulting engineering services. Tasks 1 through 3 shall be approved to proceed immediately and Tasks 4 through 6 shall be approved contingent upon the project progressing to construction.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

070925.5

By Alderman Craig:

Whereas, the City of Lockport has instituted an action In Rem for the foreclosure of certain tax liens against various parcels of real property within the City of Lockport, pursuant to the City of Lockport Charter and Article 11, title 3 of the Real Property Tax Law of the State New York, and

Whereas, the County of Niagara has a claim for Niagara County tax liens against all or some of the parcels of real property which are the subject of said action, and

Whereas, the provisions of the Real Property Tax Law authorize tax districts having an interest by way of tax lien in real property, such as the City of Lockport and County of Niagara, to enter into an agreement making provision for the sale of real property without public sale and for the sharing of the net proceeds of such sale between the City of Lockport and the County of Niagara, and

Whereas, the City of Lockport has tendered to the County of Niagara such an agreement, which, among other things, provides that the interests of said City and this County in each parcel and in the proceeds of any sale of such parcel shall be apportioned based on the fraction that the unpaid taxes, tax liens and other charges accessible against the parcel owed to or owned by the City and County respectively bear to the total City and County taxes, tax liens and other such charges, but without reference to the penalties or interest accrued on any unpaid tax or tax lien, and

Whereas, the proposed agreement is fair and reasonable and allows the County to avoid the cost and expense of a separate In Rem foreclosure action against the same parcels, now, therefore, be it

Resolved, that the City of Lockport Common Council finds and determines that the proposed agreement, a true copy of which is attached to the Clerk's file copy of this resolution, is fair and reasonable in all respects and advances the interests of the City of Lockport in its collection of taxes and tax liens on real property located within the City of Lockport, and it be further

Resolved, that the Mayor is authorized and directed to execute and deliver said agreement on behalf of the City of Lockport.

Seconded by Alderman Fogle and adopted. Ayes 6.

070925.6

By Alderman Craig:

Whereas, the Common Council previously authorized funding in support of the 2025 Summer Youth Programming at Willow Altro Park through a Memorandum of Agreement with The Kenan Center, YWCA of Niagara, and Niagara County Youth

Mentoring Services via resolution 052825.11; and

Whereas, the City has identified a portion of unutilized funds in A.8510.54510 (Community Beautification) that may be reallocated to support this initiative;

Now therefore be it resolved, that the FY 2025 budget be amended as follows.

Expenditures

Increase

A.7140.54055 Professional Services \$4550

Decrease

A.8510.54510 Program Expenses \$4550

Seconded by Alderman Fogle and adopted. Ayes 6.

070925.7

By Alderman Kirchberger:

Resolved, that pursuant to their request, the Lockport in Bloom committee is hereby granted permission to conduct their 22nd annual Lockport In Bloom "City Garden Tour 2025" event the weekend of Friday July 11th 6:00pm-10:00pm, Saturday July 12th 10:00am-4:00pm and Sunday, July 13th, 10:00am-4:00pm, and be it further

Resolved, that permission is also granted to place signs advertising the event in 3 city parks, Children's Memorial Park on Transit Rd, Locust Street Park and Ida Fritz Park.

Seconded by Alderman Mullane and adopted. Ayes 6.

070925.8

By Alderman Devine:

Resolve that pursuant to their request, Men's Senior Baseball League (MUNY MSBL) is hereby granted permission to use the baseball field at Outwater Park for their Fall season which includes games on 9/6, 9/13, 9/20 and 9/27 from 9:30am – 1:00pm contingent upon them paying the fees established by the City and filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured and approval of the schedule by the Director of Highways, Parks and Water Distribution.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

079025.9

By Alderman Kirchberger:

Whereas, the City of Lockport and the City of Lockport Department Head Association are parties to a collective bargaining agreement that remains in effect through December 31, 2026; and

Whereas, it was discovered that Department Head Association member Clayton Dimmick has accrued significant balances of unused vacation, personal, and sick leave; and

Whereas, the City and the Association have reviewed the matter and reached an agreement to resolve these issues in a manner that addresses Mr. Dimmick's accrued time and ensures adherence to City policy going forward; and

Whereas, the City and the Association wish to document their mutual understanding through a Memorandum of Agreement; now, therefore, be it

Resolved, that the City of Lockport hereby approves the attached Memorandum of Agreement with the Department Head Association regarding the accrued leave time and vacation buyback eligibility of Clayton Dimmick; and be it further

Resolved, that the Mayor and Corporation Counsel are authorized to execute the attached Memorandum of Agreement on behalf of the City; and be it further

Resolved, that the FY 2025 General Fund operating budget is amended as follows to reflect the associated vacation buyback expense:

Expenses

Increase:

A.1490.51010	Full-Time Wages	\$7,497
A.1490.58010	FICA	\$574
A.1490.58050	Retirement	\$1087

Decrease:

A.1900.54775	Contingency	\$9,158
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Seconded by Alderman Mullane and adopted. Ayes 6.

070925.10

By Alderman Craig:

Whereas, the Lockport Erie Canal Bicentennial Committee is organizing a series of celebratory events during the week of September 21, 2025, in honor of the 200th Anniversary of the completion of the Erie Canal; and

Whereas, as part of this commemoration, the replica canal boat *Seneca Chief* will arrive in the Lockport Locks on Wednesday, September 24th, 2025, marking Lockport as the first port of call on its historic re-creation of the 1825 cross-state journey; and

Whereas, the Committee has requested use of the Pine Street Bridge as a public viewing area from 5:00 PM to 8:00 PM for the boat's arrival, scheduled at approximately 6:00 PM, followed by a fireworks display at approximately 8:30 PM; and

Whereas, the Committee further requests the closure of Pine Street Bridge to vehicular traffic from 5:00 PM to 9:00 PM on that date to accommodate pedestrian traffic and ensure public safety; and

Whereas, local businesses, including Stooges and the Locktender, are in support of the temporary closure and the planned celebration; and

Whereas, the Lockport Erie Canal Bicentennial Committee will assume all costs associated with the fireworks display and has requested that the City of Lockport provide liability insurance coverage for the evening's activities; and

Whereas, the Committee has also requested an open-container provision be in effect during the public reception on the Pine Street Bridge;

Now, therefore, be it resolved that the Common Council of the City of Lockport hereby approves the following for Wednesday, September 24, 2025:

1. **Closure of the Pine Street Bridge** to vehicular traffic from 5:00 PM to 9:00 PM to allow for pedestrian use during the Erie Canal Bicentennial reception and arrival of the *Seneca Chief*;

2. **Permission for a public fireworks display** at approximately 8:30 PM, to be funded by the Lockport Erie Canal Bicentennial Committee;
3. **Provision of liability insurance coverage** for the event by the City of Lockport;
4. **Temporary open-container allowance** on the Pine Street Bridge from 5:00 PM to 9:00 PM for the duration of the event, subject to applicable state and local laws and public safety requirements;

Be it further resolved that the City of Lockport extends its support and gratitude to the Lockport Erie Canal Bicentennial Committee for its efforts in celebrating this significant historical milestone.

Seconded by Alderman Lupo and adopted. Ayes 6.

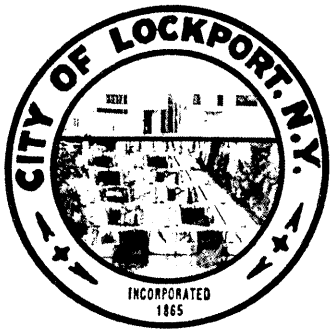
070925.11

ADJOURNMENT

At 6:23 pm Alderman Fogle moved the Common Council be adjourned until 6:00pm Wednesday, July 23rd, 2025.

Seconded by Alderman Devine and adopted. Ayes 5.

EMILY STODDARD
City Clerk



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

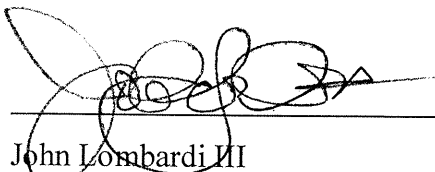
Lockport, NY 14094

June 23, 2025

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Larry Bouchard of 532 Pine St, Lockport, NY 14094 to Planning Board effective June 23, 2025 for the completion of a three year term to expire on December 31, 2027.

Witness by hand and the Seal of the City of Lockport this 23rd day of June 2025.



John Lombardi III
Mayor

cc: L. Bouchard
J. Dool
Clerk

City Clerk

From: Dawn Lambalzer <lockportinbloom@yahoo.com>
Sent: Monday, June 30, 2025 5:55 PM
To: Sarah Lanzo
Subject: [EXTERNAL] Lockport in Bloom 2025

June 30, 2025

Kevin Kirchburger, Alderman at Large
Common Council, and Sarah K Lanzo, City Clerk
One Locks Plaza
Lockport NY 14094

Re: Lockport in Bloom July 2025

Would you please place our request for the following on the next meeting agenda of the Common council:

1. We respectfully request permission to hold the the 22nd annual Lockport in Bloom garden walk on the weekend of July 11th , 6- 10pm 12th 10a-4p, 13th 10a-4p
2. We Respectfully request permission to place 3 signs advertising this event in 3 city parks , Children's Memorial park on Transit rd, Locust st park, and Ida Fritz park. Each sign in a garden bed as to be unobtrusive to mowing.

In the past 21 years through the generosity of our local sponsors, and the support of our local elected representatives we have grown this event and now celebrate two decades sharing the love of gardening in our community. We project an estimated 1500 visitors to Lockport over the 3 days to enjoy the nearly 3 dozen open gardens that participate .

Thank you for your consideration:
The Bloom Committee:
Dawn and Kyle Lambalzer

City Clerk

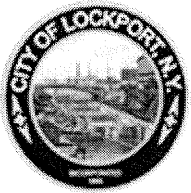
From: Kristin Schubring <kschubring@lockportny.gov>
Sent: Tuesday, July 8, 2025 2:27 PM
To: deputyclerk@lockportny.gov
Cc: cityclerk@lockportny.gov
Subject: AP Fund Totals 6/26/25, 7/3/25 SPC RUNS, 7/9/25

Hello,

Invoices to be approved at the meeting on 7/9/25 are as follows:

Fund A General - \$140,877.97
Fund CD Community Development - \$27,924.95
Fund CL Refuse & Recycling - \$109,788.37
Fund FX Water - \$31,625.68
Fund G Sewer - \$8,449.70
Fund H Capital Projects - \$552,924.20
Fund MS Health Insurance - \$72.70
Fund S Worker's Comp - \$7,050.00
Total - \$878,713.57

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

City of Lockport

I HEREBY CERTIFY that the persons named
in this payroll are employed solely in and have
actually performed the duties of positions and
employments indicated for the period ending
6/5/25, PAID on date 6/12/25
is approved at dollars, \$ 610,816.16
Civil Service Mary Pat Gilbert

Pay Day Register

Pay Date Range 05/23/25 - 06/05/25

Pay Batch 06/12/25

Pay Batch 06/12/25 Total

Employees in Pay Batch 227

Female Employees in Pay Batch 51

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,822.30	Gross	610,816.16	Health Ins 298 Class 2 Family	34,076.47
BERV - Bereavement	24.0000	705.48	Imputed Income		Health Ins 298 Class 2 Single	12,482.51
CMPE 1.0 - Comp Earned @ 1.0	214.8750	.00	Federal	62,368.91	Health Ins 298 Class 3 Family	88,718.86
CMPU - Comp Time Used	481.0000	15,663.03	FICA	36,942.44	Health Ins 298 Class 3 Single	10,078.82
EDAY - Extra Day	280.0000	9,572.54	Medicare	8,639.66	Health Ins 298 Class 4 Family	7,326.29
FHDB - Floating Holiday Buy Out	40.0000	1,549.64	New York State	29,174.07	Health Ins 298 Class 4 Single	2,233.50
FHDE - Floating Holiday Earned	457.1700	.00	3% - RET ERS TIER 6	2,220.31	Total	\$154,916.45
FH DU - Floating Holiday Used	568.0000	19,787.73	3% - RET ERS TIER 6 OT	243.76		
FLSA - FLSA	.0000	103.42	3% - RET PF TIER 6	511.64	Employer Taxes	Gross Base
FMLS - FMLA Sick Used	8.0000	309.93	3% - RET PF TIER 6 OT	83.58	FICA	36,942.44
FMLV - FMLA Vacation Used	4.0000	102.81	3.5% - RET ERS TIER 6	1,609.07	Medicare	8,639.66
HOL - Holiday	761.0000	22,048.32	3.5% - RET ERS TIER 6 OT	149.50	Total	\$45,582.10
HOLIDAYPT - Holiday - Part Time	7.0000	163.37	3.5% - RET PF TIER 6	2,095.12		
LONG - Longevity Payment	.0000	4,604.94	3.5% - RET PF TIER 6 OT	178.06	Workers' Comp	Gross Base
OOT - Out of Title	628.0000	26,023.38	4.5% - RET ERS TIER 6	556.26	Workers Compensation - General	23,587.20
OOT OT 1.5 - Out of Title OT at	4.5000	206.93	4.5% - RET ERS TIER 6 OT	14.40	Workers Compensation - Sewer	2,282.49
OT 1.0 - Overtime at Straight 1.0	59.0000	1,869.66	4.5% - RET PF TIER 6	1,961.54	Workers Compensation - Water	2,480.94
OT 1.5 - Overtime @ 1.5	1,038.2500	49,730.10	4.5% - RET PF TIER 6 OT	197.69	Workers Compensation 50%	544.32
OT 1.5 SHIFT 10% - OT @ 1.5	35.0000	1,703.03	457 % Deduction	7,117.10	Total	\$28,894.95
OT 1.5 SHIFT 15% - OT @ 1.5	16.0000	810.49	457 Flat Dollar Deduction	13,235.00		
PRSE - Personal Earned	64.0000	.00	5.75% - RET ERS TIER 6	218.72	Direct Deposits	Amount
PRSU - Personal Used	231.5000	8,507.14	5.75% - RET PF TIER 6	3,308.68	Armed Forces Bank	1,374.57
REG - Regular	11,695.2500	376,546.81	5.75% - RET PF TIER 6 OT	536.42	Bancorp Bank	1,193.61
REG PT - Regular Part Time	207.5000	7,319.56	6% - RET ERS TIER 6	250.26	Bank of Akron	2,377.15
REG SHIFT 10% - Regular Shift	160.0000	5,092.04	6% - RET PF TIER 6	216.63	Bank of America	5,317.15
REG SHIFT 15% - Regular Shift	208.0000	7,016.50	6% - RET PF TIER 6 OT	10.83	BANK OF AMERICA (2)	1,717.90
REGS - Regular Seasonal	236.0000	3,658.00	AFLAC POSTTAX	486.82	BANK OF AMERICA (4)	1,793.19
RETRO OT - Retroactive Pay	.0000	1,704.50	AFLAC PRETAX	395.68	BANK OF AMERICA (6)	1,450.27
RGS - Regular - Salary	70.0000	.00	ALLSTATE POSTTAX	477.58	Bank on Buffalo	3,029.50
SAL - Salary	.0000	3,806.51	ALLSTATE PRETAX	568.42	Capital One 360	1,234.22
SAL PT - Salary Part Time	.0000	1,865.37	Child Support - Amount	990.00	Chase Bank	3,709.46
SCKE - Sick Earned	2,023.2500	.00	COLONIAL LIFE POSTTAX	95.21	Chase Bank (2)	1,688.40
SCKU - Sick Used	384.7500	12,024.79	COLONIAL LIFE PRETAX	32.88	Chime	150.00
STIP - Stipend	.0000	192.31	FSA PRETAX	708.87	Citizens Bank	13,609.70
VACB - Vacation Buy Out -	80.0000	3,541.39	Health Ins 298 Class 2 Family	2,859.48	Cornerstone Comm FCU	128,768.30
VACE - Vacation Earned	185.9185	.00	Health Ins 298 Class 2 Single	1,362.93	Discover Bank	800.00
VACU - Vacation Used	664.5000	22,764.14	Health Ins 298 Class 3 Family	2,787.26	Encompass Niagara FCU	175.00
Total	20,996.4635	\$610,816.16	Health Ins 298 Class 3 Single	885.64	ESL FCU	1,322.69
			Health Ins 298 Class 4 Family	814.05	Evans Bank	2,848.47

City of Lockport

I HEREBY CERTIFY that the persons named
in this payroll are employed solely in and have
actually performed the duties of positions and
employments indicated for the period ending
6/19/25, PAID on date 6/26/25
is approved at dollars, \$ 607,036.45
Civil Service Mary Pat Gilbert

Pay Day Register

Pay Date Range 06/06/25 - 06/19/25

Pay Batch 06/26/25

Pay Batch 06/26/25 Total

Employees in Pay Batch 229

Female Employees in Pay Batch 51

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,822.30	Gross	607,036.45	Health Ins 298 Class 2 Family	34,076.47 .00
BERV - Bereavement	15.0000	434.25	Imputed Income		Health Ins 298 Class 2 Single	12,482.51 .00
CMPE 1.0 - Comp Earned @ 1.0	162.0000	.00	Federal	62,149.05	Health Ins 298 Class 3 Family	88,718.86 .00
CMPE 1.5 - Comp Earned @ 1.5	11.0000	.00	FICA	36,550.22	Health Ins 298 Class 3 Single	10,078.82 .00
CMPU - Comp Time Used	657.5000	21,765.55	Medicare	8,548.00	Health Ins 298 Class 4 Family	7,326.29 .00
EDAY - Extra Day	242.0000	8,352.13	New York State	28,979.27	Health Ins 298 Class 4 Single	2,233.50 .00
FHDB - Floating Holiday Buy Out	32.0000	1,578.54	3% - RET ERS TIER 6	2,220.13	Total	\$154,916.45
FHDU - Floating Holiday Used	568.0000	19,066.65	3% - RET ERS TIER 6 OT	220.92	Employer Taxes	Gross Base
FLSA - FLSA	.0000	174.62	3% - RET PF TIER 6	511.64	FICA	36,550.22 589,518.00
HOL - Holiday	777.0000	22,474.67	3% - RET PF TIER 6 OT	54.35	Medicare	8,548.00 589,518.00
HOLIDAYPT - Holiday - Part Time	7.0000	163.37	3.5% - RET ERS TIER 6	1,601.23	Total	\$45,098.22
MILI - Military Time	32.0000	1,316.20	3.5% - RET ERS TIER 6 OT	267.03	Workers' Comp	Gross Base
OOT - Out of Title	741.0000	31,341.16	3.5% - RET PF TIER 6	2,095.12	Workers Compensation - General	23,224.32 482,491.75
OOT OT 1.5 - Out of Title OT at	2.0000	91.97	3.5% - RET PF TIER 6 OT	146.95	Workers Compensation - Sewer	2,282.49 49,405.81
OT 1.0 - Overtime at Straight 1.0	44.0000	1,410.01	4.5% - RET ERS TIER 6	556.26	Workers Compensation - Water	2,368.17 56,266.28
OT 1.5 - Overtime @ 1.5	1,091.2500	52,839.01	4.5% - RET ERS TIER 6 OT	22.62	Workers Compensation 50%	544.32 7,555.81
OT 1.5 SHIFT 10% - OT @ 1.5	41.0000	1,966.56	4.5% - RET PF TIER 6	1,748.98	Total	\$28,419.30
OT 1.5 SHIFT 15% - OT @ 1.5	16.0000	800.22	4.5% - RET PF TIER 6 OT	189.21	Direct Deposits	Amount
PRSU - Personal Used	145.0000	4,179.83	457 % Deduction	7,130.97	Armed Forces Bank	1,417.98
REG - Regular	11,638.2500	375,790.53	457 Flat Dollar Deduction	12,235.00	Bancorp Bank	1,243.59
REG PT - Regular Part Time	209.7500	7,329.26	5.75% - RET ERS TIER 6	218.72	Bank of Akron	2,973.37
REG SHIFT 10% - Regular Shift	160.0000	5,117.39	5.75% - RET PF TIER 6	3,416.41	Bank of America	6,351.48
REG SHIFT 15% - Regular Shift	216.0000	7,202.36	5.75% - RET PF TIER 6 OT	387.89	BANK OF AMERICA (2)	1,717.90
REGS - Regular Seasonal	306.0000	4,815.00	6% - RET ERS TIER 6	250.26	BANK OF AMERICA (4)	1,627.19
RET REF1 - Ret Refund Contrib &	.0000	1,758.46	6% - RET PF TIER 6	216.63	BANK OF AMERICA (6)	1,330.64
RGS - Regular - Salary	70.0000	.00	6% - RET PF TIER 6 OT	75.82	Bank on Buffalo	2,955.17
SAL - Salary	.0000	3,806.51	AFLAC POSTTAX	311.64	Capital One 360	1,463.34
SAL PT - Salary Part Time	.0000	1,865.37	AFLAC PRETAX	395.68	Chase Bank	1,784.05
SCKU - Sick Used	347.7500	10,748.14	ALLSTATE POSTTAX	652.76	Chase Bank (2)	1,751.83
STIP - Stipend	.0000	192.31	ALLSTATE PRETAX	568.42	Chime	150.00
VACE - Vacation Earned	32.0000	.00	Child Support - Amount	990.00	Citizens Bank	14,270.88
VACU - Vacation Used	558.5000	18,634.08	COLONIAL LIFE POSTTAX	95.21	Cornerstone Comm FCU	127,020.59
Total	18,282.0000	\$607,036.45	COLONIAL LIFE PRETAX	32.88	Discover Bank	800.00
			Firefighter Life Ins	170.65	Encompass Niagara FCU	175.00
			FSA PRETAX	708.87	ESL FCU	1,254.68
			Health Ins 298 Class 2 Family	2,859.48	Evans Bank	3,228.20
			Health Ins 298 Class 2 Single	1,362.93		
			Health Ins 298 Class 3 Family	2,787.26		
			Health Ins 298 Class 3 Single	885.64		

City of Lockport

I HEREBY CERTIFY that the persons named
in this payroll are employed solely in and have
actually performed the duties of positions and
employments indicated for the period ending
7/3/2025, PAID on date 7/10/2025
is approved at dollars, \$ 725,397.03
Civil Service Mary Pat Gilbert

Pay Day Register

Pay Date Range 06/20/25 - 07/03/25

Pay Batch 07/10/25

Pay Batch 07/10/25 Total

Employees in Pay Batch 248

Female Employees in Pay Batch 63

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,822.30	Gross	725,397.03	Health Ins 298 Class 2 Family	34,076.47
BERV - Bereavement	37.0000	1,213.35	Imputed Income		Health Ins 298 Class 2 Single	12,482.51
CLAL - Clothing Allowance	.0000	41,625.00	Federal	68,549.33	Health Ins 298 Class 3 Family	88,718.86
CMPE 1.0 - Comp Earned @ 1.0	230.6250	.00	FICA	44,045.97	Health Ins 298 Class 3 Single	10,078.82
CMPE 1.5 - Comp Earned @ 1.5	2.2500	.00	Medicare	10,300.99	Health Ins 298 Class 4 Family	7,326.29
CMPU - Comp Time Used	309.0000	11,594.12	New York State	32,643.52	Health Ins 298 Class 4 Single	2,233.50
EDAY - Extra Day	318.0000	11,710.14	3% - RET ERS TIER 6	2,308.95	Total	\$154,916.45
FHDB - Floating Holiday Buy Out	200.0000	7,893.23	3% - RET ERS TIER 6 OT	262.33	Employer Taxes	
FHDE - Floating Holiday Earned	457.1700	.00	3% - RET PF TIER 6	713.19	FICA	44,045.97
FHDU - Floating Holiday Used	604.0000	18,826.58	3% - RET PF TIER 6 OT	28.84	Medicare	10,300.99
FLSA - FLSA	.0000	178.41	3.5% - RET ERS TIER 6	1,614.96	Total	\$54,346.96
HOL - Holiday	8.0000	217.40	3.5% - RET ERS TIER 6 OT	174.94	Workers' Comp	
OOT - Out of Title	652.0000	26,475.82	3.5% - RET PF TIER 6	2,606.68	Workers Compensation - General	23,829.12
OOT OT 1.5 - Out of Title OT at	21.0000	965.70	3.5% - RET PF TIER 6 OT	183.12	Workers Compensation - Sewer	2,282.49
OT 1.0 - Overtime at Straight 1.0	21.0000	472.45	4.5% - RET ERS TIER 6	557.07	Workers Compensation - Water	2,593.71
OT 1.5 - Overtime @ 1.5	1,004.0000	48,427.31	4.5% - RET ERS TIER 6 OT	2.06	Workers Compensation 50%	544.32
OT 1.5 SHIFT 10% - OT @ 1.5	26.0000	1,271.15	4.5% - RET PF TIER 6	2,316.99	Total	\$29,249.64
OT 1.5 SHIFT 15% - OT @ 1.5	24.0000	1,175.24	4.5% - RET PF TIER 6 OT	162.61	Direct Deposits	
PRSU - Personal Used	232.0000	8,461.25	457 % Deduction	8,270.70	Armed Forces Bank	2,103.36
REG - Regular	11,737.5000	372,433.25	457 Flat Dollar Deduction	12,535.00	Bancorp Bank	1,434.05
REG PT - Regular Part Time	175.2500	6,798.80	5.75% - RET ERS TIER 6	218.72	Bank of Akron	2,522.06
REG SHIFT 10% - Regular Shift	168.0000	5,381.88	5.75% - RET PF TIER 6	4,116.26	Bank of America	5,857.50
REG SHIFT 15% - Regular Shift	204.0000	6,738.39	5.75% - RET PF TIER 6 OT	409.44	BANK OF AMERICA (2)	1,717.90
REGS - Regular Seasonal	939.7500	16,381.38	6% - RET ERS TIER 6	250.26	BANK OF AMERICA (4)	2,173.39
RETRO - Retroactive Pay	.0000	62,239.93	6% - RET PF TIER 6	216.63	BANK OF AMERICA (6)	1,708.15
RGS - Regular - Salary	70.0000	.00	AFLAC POSTTAX	311.64	Bank on Buffalo	4,421.30
SAL - Salary	.0000	3,806.51	AFLAC PRETAX	395.68	Capital One 360	1,772.48
SAL PT - Salary Part Time	.0000	1,865.37	ALLSTATE POSTTAX	652.76	Chase Bank	2,145.07
SCK PT - Sick Leave Part Time	3.5000	83.92	ALLSTATE PRETAX	568.42	Chase Bank (2)	2,039.73
SCKE - Sick Earned	2,022.0000	.00	Child Support - Amount	990.00	Chime	150.00
SCKU - Sick Used	463.5000	15,761.03	COLONIAL LIFE POSTTAX	95.21	Citizens Bank	16,390.27
STIP - Stipend	.0000	192.31	COLONIAL LIFE PRETAX	32.88	Cornerstone Comm FCU	152,531.13
VACB - Vacation Buy Out -	120.0000	5,248.48	FSA PRETAX	708.87	Discover Bank	800.00
VACE - Vacation Earned	150.9185	.00	Health Ins 298 Class 2 Family	2,859.48	Encompass Niagara FCU	175.00
VACU - Vacation Used	1,322.0000	46,136.33	Health Ins 298 Class 2 Single	1,362.93	ESL FCU	2,125.56
Total	21,682.4635	\$725,397.03	Health Ins 298 Class 3 Family	2,787.26	Evans Bank	4,482.57
			Health Ins 298 Class 3 Single	885.64		
			Health Ins 298 Class 4 Family	814.05		
			Health Ins 298 Class 4 Single	248.16		

Employee Anniversary Report

July

Employee	Primary Department	Date	Years
1185 Foley, Daniel G	Fire Department	07/15/1994	31
1024 McFall, Michael J	Waste Water Department	07/10/1998	27
1160 Stopa, Jessica E	Waste Water Department	07/11/2005	20
1083 Fredrickson, Jon B	Fire Department	07/10/2006	19
1099 Lane, Christopher C	Fire Department	07/10/2006	19
1127 Scapelliti, James M	Fire Department	07/10/2006	19
1042 Cercone, Scott A	Building Maintenance	07/17/2006	19
1142 Vosler, Matthew T <i>Police officer</i>	Police Department	07/20/2015	10
1179 Cutter, Michael D	Water Distribution	07/27/2018	7
1300 Radlich, Nicholas A	Fire Department	07/15/2019	6
1333 Niezgoda, Tanner C <i>Firefighter</i>	Fire Department	07/27/2020	5
1451 Bretherton, Ashley C	Finance Department	07/19/2021	4
1452 Leible, Henry John	Public Works	07/30/2021	4
1500 Quinones, Emily R	Waste Water Department	07/11/2022	3
1543 Russell, Thomas R	Police Department	07/14/2023	2
1545 Aikin, Victor T.H.	Fire Department	07/17/2023	2
1544 Telemin-Cruz, Rafael A	Fire Department	07/17/2023	2
1548 Yensan, Gregory R	Police Department	07/21/2023	2
1606 Caldwell, Derek J	Fire Department	07/15/2024	1
1602 Chavers, Simon M	Public Works	07/15/2024	1
1605 Jones, Xavier Q	Fire Department	07/15/2024	1
1607 Kalbfliesh, Benjamin J	Fire Department	07/15/2024	1

Total Employees 22



April 18, 2025

Mr. Donnelly, P.E.
Director of Engineering
City of Lockport
One Locks Plaza
Lockport, NY 14094

Re: 2025 Green Streetscape Project
Professional Services Proposal
Lockport Streetscape Improvements – Phase 2
File No. 25P1-0009

Dear Mr. Donnelly:

Nussbaumer & Clarke, Inc. (Nussbaumer) is pleased to submit this proposal to assist the City of Lockport (City) with engineering services related to streetscape improvements through the implementation of green infrastructure (GI) practices. Nussbaumer previously assisted the City with design of the Phase 1 Streetscape Green Infrastructure Improvements involving installation of green infrastructure practices, including bioretention areas and tree pits along Washburn Street between Walnut Street and South Street; South Street between Washburn Street and Locust Street; and Pine Street between South Street and the Erie Canal Bridge. The project was partially funded by the City's Downtown Revitalization Initiative (DRI) grant.

Per recent discussion between the City and New York State Department of State (NYSDOS), the City desires to use remaining funds from the Pine Street DRI funds (Phase 1) for design of Phase 2 Green Streetscape Project at the Pine/Lock/Gooding Street intersection.

The scope of services as detailed below was prepared to support implementation of Phase 2 of 3 phases of the Lockport streetscape improvements. Phase 1 consisted of three streetscape improvement areas along Washburn Street, South Street, and Pine Street, completed in 2023. Phase 2 consists of the Pine/Lock/Gooding Street intersection, bounded by Caledonia Street, the Erie Canal, and Ontario Street. A location map showing the proposed project areas and associated conceptual site plans are shown in the figures in Attachment A. It is anticipated that the City will pursue additional financing at a later date through the NYSEFC GIGP or other financial means to implement Phase 3 of the project.

Based upon our discussions, Nussbaumer proposes the following Scope of Service for this project. All services will be performed by Nussbaumer unless as noted.



SCOPE OF SERVICES

1. Project Initiation

- Meet with City-officials and key stakeholders (i.e. Greater Lockport Development Corporation and local businesses) as required.
- Meet with internal Nussbaumer and subconsultant team to discuss project scope, budget and schedule.
- Perform planimetric and topographic survey of the project area within the City's right-of-way limits. Survey will obtain information regarding existing structures (i.e. roadways, catch basins, manholes, buildings, etc.), and utilities (i.e. aboveground and underground). Develop base maps of the survey and utilities as required for the design. This work will be performed by Nussbaumer.
- Perform geotechnical subsurface investigation, including 10-ft deep soil borings at seven locations and adjacent infiltration tests at three locations throughout the project area. A final summary report with all continuous sampling results will be provided. This work will be performed by the WBE-owned subconsultant Atlantic Testing Laboratories (ATL).

2. Preparation of Design Drawings and Specifications; and Landscape Design Coordination & Public Engagement

- Prepare plans, specifications, and contract documents in conformance with City standards, for review by the City; and upon approval, finalize the documents.
- Meet with the City to review the 60%, 90%, and final designs; and key stakeholders as required.
- Prepare a detailed engineer's cost estimate.
- Prepare a plan view rendering of the conceptual designs, completed by MBE-owned subconsultant, Popli Design Group (PDG). Internal landscape design meetings will be conducted between PDG and Nussbaumer.
- Conduct one initial public information session with assistance from PDG. The public information session will include presentation of the project scope, goals, and three concept alternative plan renderings. The preferred alternative will be selected based on public feedback.
- Conduct one public meeting with assistance from PDG during the 60% design. Nussbaumer and PDG will present the refined renderings/plans, gather additional feedback, and address concerns before finalizing design.
- Develop a communications plan to relay notices and updates about engagement activities through the City's website, social media platforms, local news coverage, radio spots and public access television.

3. Bid Phase Services

- Nussbaumer will prepare the bid documents to include in the contractual documents, an itemized bid proposal, and technical specifications for public bidding.
- Plans and proposal book will be available to interested contractors using the Buffalo Copy Store on-line plan room.

Mr. Donnelly, P.E.
City of Lockport
April 18, 2025



- Assist the City with the bidding process. Nussbaumer to furnish notice to bidders for the City to publicly advertise. Nussbaumer will attend the pre-bid conference, addressing any questions that contractors may have, and issuing addenda, if necessary.
- Attend the bid opening, review the bids received, and provide the bid.

4. Construction Administration

- Nussbaumer will conduct a pre-construction meeting including the City and the Contractor and provide meeting minutes.
- Review and advise Contractor submittals and pay requests.
- Conduct monthly progress meetings (four) during construction.
- Utilize an email notification system to keep interested individuals informed of the project. Provide information such as emergency contact information, schedule, anticipated temporary road closures or loss of service, etc.
- Periodic site visits by Construction Manager during construction to ensure that construction is being completed safely, and in accordance with the plans, specifications, and contract documents.

5. Construction Observation

- Nussbaumer will provide full-time construction observation (960 hours).

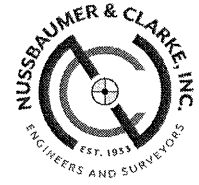
6. Closeout and Record Drawings

- Nussbaumer will provide as-built record drawings upon project completion.

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

Should applicable federal, state, or local laws, codes, rules, regulations and/or standards change during the course of this project, Nussbaumer reserves the right to renegotiate the stated fee.

Mr. Donnelly, P.E.
City of Lockport
April 18, 2025



COMPENSATION AND PAYMENT

Nussbaumer's fee for the Scope of Services described herein, including our subcontractors, is \$385,768. A summary of fees and responsible parties is included in the table below.

TASK	DESCRIPTION	RESPONSIBLE ENTITY	MWBE UTILIZATION	FEE
1: Project Initiation	Project Initiation	Nussbaumer	-	\$5,000
	Land Surveying	Nussbaumer	-	\$8,621
	Geotechnical Investigation	ATL	4%	\$14,268
	Subtotal			\$27,889
2: Design & Public Engagement	Preparation/Coordination of Design Drawings and Specifications	Nussbaumer	-	\$50,000
	Civil & Landscape Design, Drawings, & Specifications	PDG	26%	\$99,636
	Subtotal			\$149,636
3: Bid Phase Services	Bid Phase Services	Nussbaumer	-	\$6,216
	Bid Phase Services	PDG	-	\$4,018
	Subtotal			\$10,234
4: Construction Administration	Construction Administration	Nussbaumer	-	\$33,918
	Construction Administration	PDG	6%	\$24,548
	Subtotal			\$58,466
5: Construction Observation	Construction Observation	Nussbaumer	-	\$132,044
	Subtotal			\$132,044
6: Closeout and Record Drawings	As-built drawings	Nussbaumer	-	\$7,500
	Subtotal			\$7,500
TOTAL			36%	\$385,768

It has been assumed that the project will be constructed over a six-month duration in 2026. Costs shall be billed monthly based upon effort expended by staff on the project at Standard Hourly Rates in effect. Refer to Schedule A for standard terms and conditions in Attachment B.

Mr. Donnelly, P.E.
City of Lockport
April 18, 2025



Nussbaumer appreciates the opportunity to submit this proposal and looks forward to working with you on this project. We are available at your convenience should you desire to discuss any aspect of this proposal.

Upon acceptance of our proposal, please sign where indicated and return a copy to Nussbaumer. The signed copy will serve as our Agreement and Notice to Proceed. Please retain the original for your records.

Sincerely,

NUSSBAUMER & CLARKE, INC.

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

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

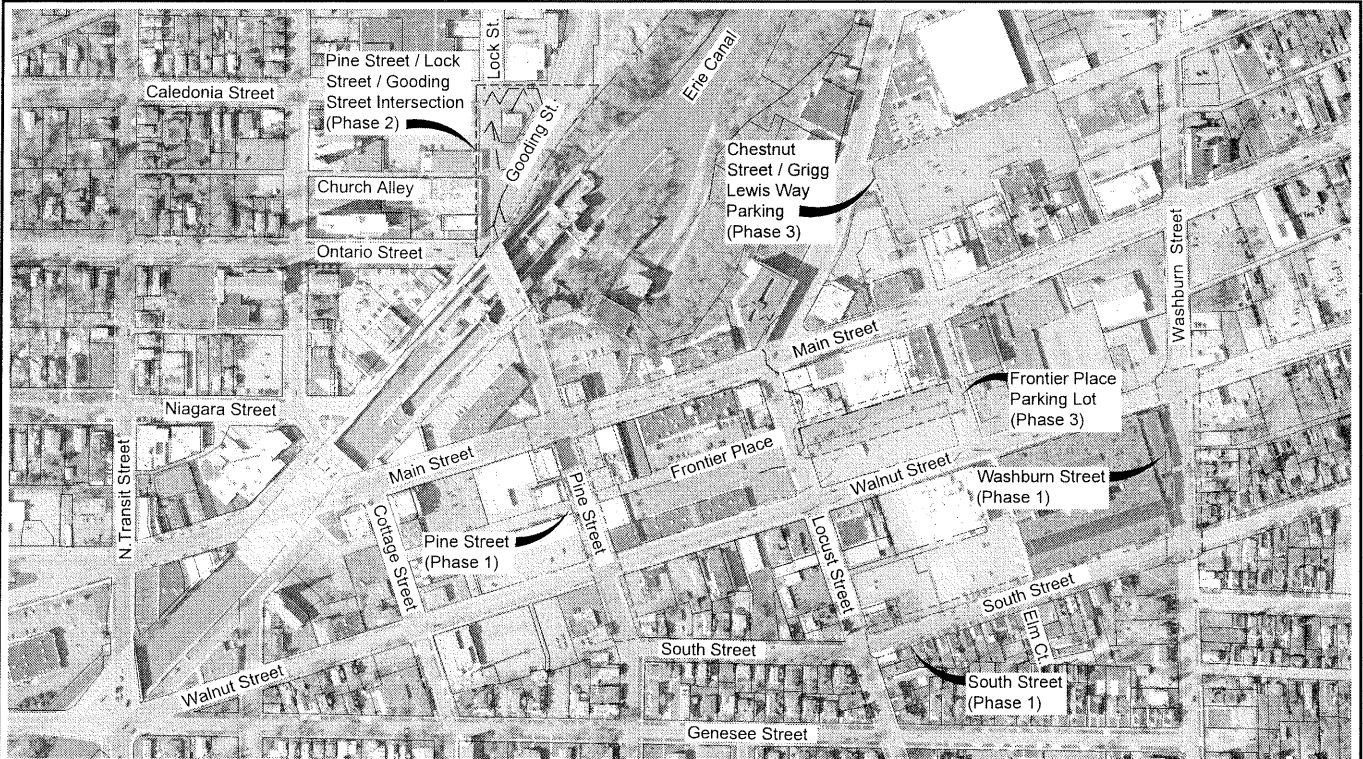
Attachments – A: Figures; and
 B: Schedule A w/ 2025 Hourly Rate Table

c: File-01 (w/att.)

Accepted by: **CITY OF LOCKPORT**

Signature: _____ Title: _____

Printed Name: _____ Date: _____



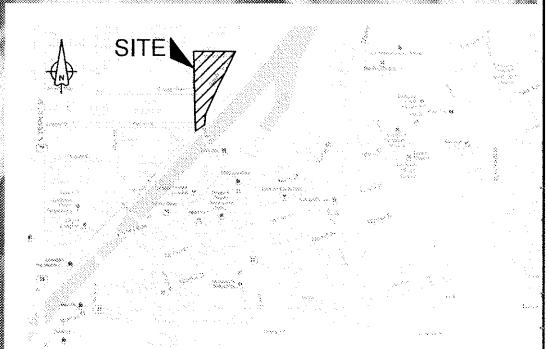
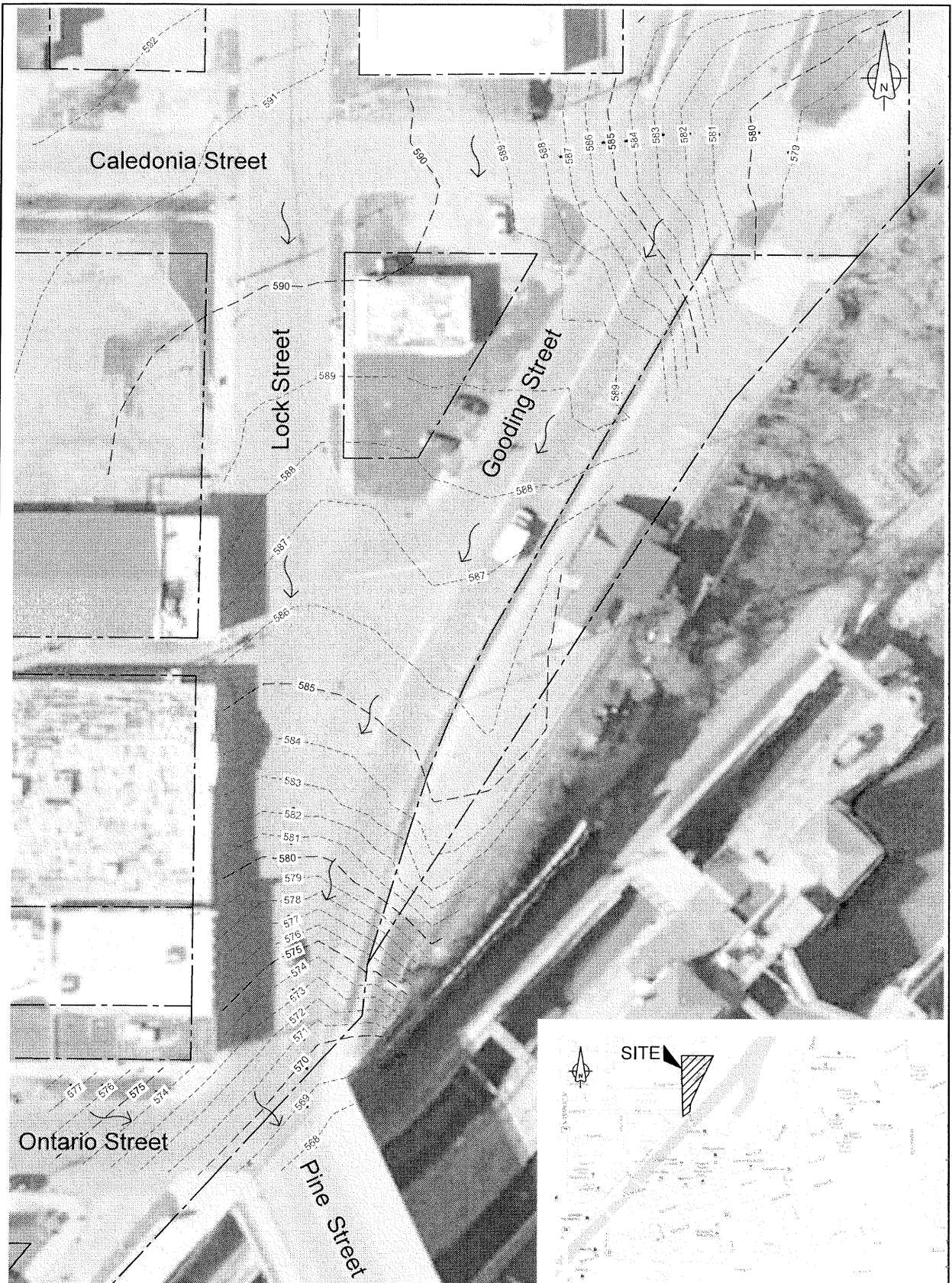
LOCATION MAP
 STREETSCAPE IMPROVEMENTS
 CITY OF LOCKPORT
 NIAGARA COUNTY, NEW YORK



EXHIBIT

1

PROJECT NO. 25J1-0009



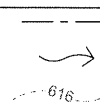
SCALE: 1" = 40'



PINE STREET, LOCK STREET,
GOODING STREET INTERSECTION
EXISTING CONDITIONS PLAN
CITY OF LOCKPORT
NIAGARA COUNTY, NEW YORK
APRIL 2025

LEGEND

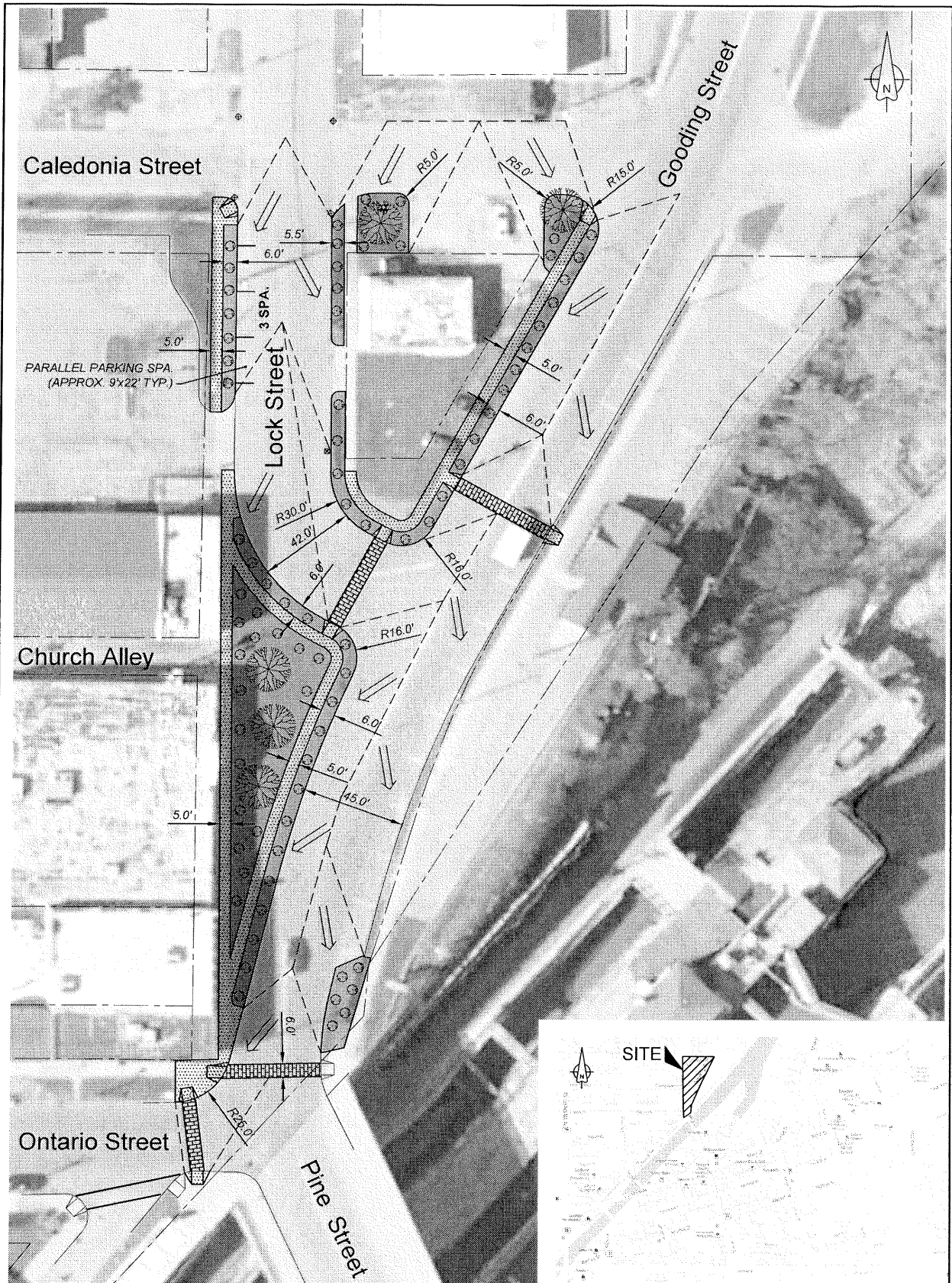
EXIST. RIGHT-OF-WAY
EXISTING STORMWATER
FLOW PATH
EXIST. CONTOUR LINE



EXHIBIT

2

PROJECT NO. 25J1-0009



PHASE 2: PINE STREET, LOCK STREET,
GOODING STREET INTERSECTION
CONCEPTUAL SITE PLAN
CITY OF LOCKPORT
NIAGARA COUNTY, NEW YORK
APRIL 2025

LEGEND
PROPOSED SHRUB
PROPOSED TREE
PROPOSED BIORETENTION
PROPOSED SIDEWALK
PROPOSED PERMEABLE PAVERS
RIGHT-OF-WAY
DRAINAGE AREA
STORMWATER FLOW PATH



EXHIBIT

3

PROJECT NO. 25J1-0009

SCHEDULE "A"

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

BASIS OF SERVICES

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

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

DELIVERABLES

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

FEES AND EXTRA WORK

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

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

INVOICING AND PAYMENT

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

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

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

STANDARD OF CARE

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

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

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

INDEMNIFICATION

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

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

CLAIMS AND DISPUTES

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

TERMINATION

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

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

PROPOSAL PERIOD

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

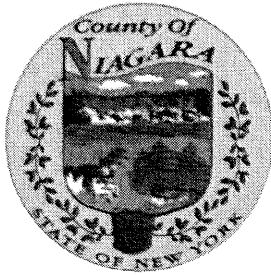


CORPORATE OFFICE
 3556 Lake Shore Road
 Suite 500
 Buffalo, NY 14219-1494
 Phone: (716) 827-8000

BRANCH OFFICES
 Lockport
 North Tonawanda
 East Aurora

2025 HOURLY RATE SCHEDULE

Job Title	Hourly Rate
Principal Engineer / Principal Surveyor	\$257.00
Sr. Associate	\$205.00
Associate	\$175.00
Project Manager	\$160.00
Sr. Project Engineer	\$155.00
Project Engineer / Project Architect	\$140.00
Engineer 2	\$119.00
Engineer 1	\$103.00
Sr. CADD Designer	\$147.00
CADD Designer	\$122.00
CADD Technician	\$108.00
Engineering Technician	\$93.00
GIS Technician	\$93.00
Municipal Infrastructure Specialist	\$114.00
Renewable Energy Manager	\$170.00
Water Distribution Specialist 2	\$103.00
Water Distribution Specialist 1	\$75.00
Project Surveyor	\$142.00
Survey Technician 3	\$114.00
Survey Technician 2	\$98.00
Survey Technician 1	\$87.00
1 Person Survey Crew	\$170.00
1 Person Survey Crew (Prevailing Wage)	\$217.00
2 Person Survey Crew	\$201.00
2 Person Survey Crew (Prevailing Wage)	\$284.00
Construction Services Manager	\$165.00
Construction Administrator	\$140.00
Transportation Manager	\$160.00
Construction Observer 3	\$124.00
Construction Observer 2	\$120.00
Construction Observer 1	\$103.00
Grant Writer	\$93.00
Administrative Assistant	\$83.00
Testimony/Court Attendance (above rate for Job Classification - 4 Hour Minimum Charge)	\$4,640.00
Fixed Costs	
Mileage	at Current Federal Rate
Expenses such as Tolls, Copies, Printing	at Cost
Subconsultant or Third Party Expense	at Cost plus 10%
<i>Rates are subject to increase January 1st of each calendar year.</i>	



NIAGARA COUNTY ATTORNEY'S OFFICE

NIAGARA COUNTY COURTHOUSE
175 HAWLEY STREET
LOCKPORT, NEW YORK 14094
(716) 439-7105
(716) 439-7114 Fax

Claude A. Joerg
County Attorney

Katherine D. Alexander
First Assistant

R. Thomas Burgasser
John S. Sansone
Gary H. Lisowski
David W. Koplas
Bradley D. Marble
Christopher Bopst
Assistants

June 6, 2025

Corporation Counsel
City of Lockport
One Locks Plaza
Lockport, New York 14094

Re: Agreement between the City of Lockport, New York
and County of Niagara, New York

Dear Counsel:

Enclosed herewith please find an original Agreement with respect to the 2024 City of Lockport In rem proceeding under Index Number E182194/2024.

If you have any questions, please contact the undersigned.

Very truly yours,

Katherine D. Alexander

KATHERINE D. ALEXANDER
First Assistant County Attorney

ADK/hsj
enc.

AGREEMENT

Between

CITY OF LOCKPORT, NEW YORK

and

COUNTY OF NIAGARA, NEW YORK

AGREEMENT

THIS AGREEMENT, made this 5th day of June, 2025 between the CITY OF LOCKPORT, NEW YORK, a municipal corporation situate within the County of Niagara, New York, hereinafter called the "CITY", and the COUNTY OF NIAGARA, NEW YORK, being a municipal subdivision of the State of New York, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, the CITY has instituted an action in rem for the foreclosure of certain tax liens against various parcels of land situate within the City of Lockport, New York, pursuant to the provisions of the City of Lockport Charter and Article 11, Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, the provisions of said law authorize and empower tax districts having an interest in various parcels to enter into an agreement making provisions for conveyance of said parcels without public sale, and upon such terms as said districts may agree upon between themselves; and

WHEREAS, the parties hereto have conferred and negotiated as to the method of handling the various parcels included in said action.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth in the performance of which each of the parties agrees and consents, the parties hereto do agree as follows:

1. Provided that no answer is filed by an individual or any other tax district relating to a parcel, the CITY and COUNTY consent that a sale at public auction be waived and that the Court shall, in its discretion, dispense with sale and direct the City Treasurer to make and execute to the CITY a conveyance of all parcels as to which no answer, other than the answer of the COUNTY, is interposed, which conveyance shall vest in CITY a fee simple absolute title subject to the rights and interest of COUNTY as set forth in this Agreement.

2. Upon delivery of such conveyance, the CITY shall, within a reasonable time, make reasonable efforts to sell said parcels so conveyed, at public auction for cash, or in its discretion, to sell at private sale, provided the terms and conditions of such private sale shall be submitted to and approved by the COUNTY. Upon delivery of such conveyance, the CITY shall advertise said parcels for sale as soon as practicable.

3. The interests of the CITY and COUNTY in each parcel or in the proceeds of the sale thereof shall be that proportion of the parcel or proceeds of the sale thereof that the unpaid taxes, tax liens and other charges assessable against the parcels owed to or

owned by the CITY and COUNTY respectively bear to the total CITY and COUNTY taxes and tax liens in arrears and other charges unpaid and assessable against each parcel. For purposes only of calculating the respective interests of the CITY and COUNTY in each parcel or in the distribution of the proceeds thereof, no penalties or interest shall be computed on any unpaid tax or tax lien.

4. The date to determine the respective interests or liens of the CITY and COUNTY and the amounts thereof, shall be the date of conveyance to the CITY.

5. The CITY shall collect the proceeds of sale, and after deducting School Taxes for the City of Lockport School district which the CITY has paid pursuant to Real Property Tax Law Section 1332, in addition to any taxes or assessments which CITY may have paid while title to any parcel was in the CITY, and so after deducting the disbursements of this action, which shall include the filing and recording fees, actual title searches, charges incurred, certification of copies of delinquent tax lists, special guardian allowance, cost of publishing the notice to redeem, publishing of the lists of parcels for sale by the CITY, and the cost of New York State Transfer Tax to be affixed on deeds resulting from such sale, the sum of \$50.00 per parcel for costs of collection, and any other necessary cost incurred, and unless full tax payments can be made to CITY and COUNTY from the proceeds of the sale, shall distribute the net proceeds between CITY and COUNTY in the agreed proportion. Any surplus remaining from the proceeds of the sale of each parcel after payment of all tax liens to the CITY and COUNTY, shall be the property of the CITY. The CITY shall provide the COUNTY with an accounting of the proceeds of sale upon completion thereof.

6. The provisions of the Real Property Tax Law of the State of New York as now in effect or as hereinafter amended shall determine when and if parcels remaining unsold by the CITY shall be placed on the assessment roll.

7. Should any parcel of property remain unsold by CITY at the end of two (2) years from the date of conveyance to the CITY, the CITY shall, during the third year after said date, advertise and hold a public auction of each parcels and shall distribute proceeds of such sale in the agreed proportions. CITY may, at its sole discretion, retain parcels for municipal purposes, provided that CITY furnish the COUNTY TREASURER with a statement that the CITY is retaining such parcels with a statement of anticipated use.

8. Upon the expiration of the third year from the date of conveyance to CITY, all the right, title and interest of the COUNTY for unpaid taxes existing prior to the above date of conveyance to the CITY, shall cease and the COUNTY shall have no further interest in any parcels then remaining unsold, and no further interest in the proceeds of sale of any parcel thereafter sold by the CITY.

9. CITY shall not permit any parcel to be removed from such list of delinquent taxes by way of installment agreements or redemption or otherwise upon which there are unpaid COUNTY tax liens until receiving written notice from the County

Treasurer that satisfactory arrangements for payment of such COUNTY tax liens have been made.

10. If any answer should be interposed in the action in rem other than by the COUNTY, as a result of which it shall be necessary that judgment in said action direct that there be a sale at public auction by the Treasurer of the CITY, the proceeds of sale, less an amount equal to the total costs of advertising and all other disbursements incurred in such sale, divided by the number of parcels placed for sale, shall be distributed in accordance with the method of distribution of proceeds of sale set forth hereinabove.

11. The provisions of this agreement shall relate to and be binding upon the parties hereto in reference to the In Rem Action, under Index No. ~~E18294~~/2024, for the foreclosure of certain tax liens for the year 2023.

12. This Agreement may be modified or amended only by written instrument, duly executed by the authorized officer of each of the parties hereto, as authorized by the City Council of Lockport and the Niagara County Legislature.

13. This agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the CITY and COUNTY have executed this Agreement, the day and year first above written.

Date: Emily Stoddard

ATTEST:

Emily Stoddard
City Clerk

CITY OF LOCKPORT, NEW YORK

BY: [Signature]
Mayor

Approved as to form
Corporation Counsel
City of Lockport

By: [Signature]
Date: 5-28-25

Date: 6/5/2025

ATTEST:

Ampa Tormarino

COUNTY OF NIAGARA, NEW YORK

BY: R. Wylysh
REBECCA WYLYSH
Chairman, Niagara County Legislature

APPROVED AS TO FORM
NIAGARA COUNTY ATTORNEY
BY Kandian

CW-010-25

City of Lockport - Resolution Request Form

Agenda Description: Youth Program Funding	
Presented By: DPC	Date Submitted: 6/26/2025
Topic Area (Select Most Applicable Option):	
<div style="display: flex; flex-direction: column; gap: 5px;"> <div>Community Event</div> <div>Budget Amendment</div> <div>Contract Approval</div> <div>Donation Acceptance</div> <div>Grant Application / Award</div> <div>Fund Utilization Request</div> </div>	<div style="display: flex; flex-direction: column; gap: 5px;"> <div>Local Law Change</div> <div>Community Development</div> <div>Community Event</div> <div>Engineering Process</div> <div>Code and Planning</div> <div>Other</div> </div>
<small>Please provide to Clerk at least <u>9 calendar days</u> prior to Council meeting. Otherwise request will go to following meeting.</small>	
Summary of Resolution: To increase the Youth And rec program budget to cover additional expenses.	
Explanation of Attachments: 1)Resolution 2)Youth Funding Breakout	
<small>Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____</small>	
Clerk/Legal/Finance Approval:	
Notes:	
Name:	Date of Approval:

Youth Program Funding

Whereas the Common Council previously authorized funding in support of the 2025 Summer Youth Programming at Willow Altro Park through a Memorandum of Agreement with The Kenan Center, YWCA of Niagara, and Niagara County Youth Mentoring Services via resolution 052825.11; and

Whereas the City has identified a portion of unutilized funds in A.8510.54510 (Community Beautification) that may be reallocated to support this initiative; and

Now therefore be it resolved, that the FY 2025 budget be amended as follows.

Expenditures

Increase

A.7140.54055	Professional Services	\$4550
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Decrease

A.8510.54510	Program Expenses	\$4550
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Expense Account		Increase	Decrease	Description
A.7140.54055	Professional Services	\$ 47,600		\$35,000 to outside vendors, Reduce "Po-ins" budget by \$1400 (8 days), \$14,000 for 4 staffers
A.7140.51060	Temp/Seasonal Wages		\$ 35,000	
A.7140.54510	Program Expenses		\$ 5,050	
A.7140.54515	Special Supplies		\$ 400	
A.7140.58010	FICA		\$ 2,600	
*A.8510.54510	Program Expenses		\$ 4,550	
		\$ 47,600	\$ 47,600	

*Resolution would need to be passed to move funds between departments.

\$ -

City Clerk

From: Dawn Lambalzer <lockportinbloom@yahoo.com>
Sent: Monday, June 30, 2025 5:55 PM
To: Sarah Lanzo
Subject: [EXTERNAL] Lockport in Bloom 2025

June 30, 2025

Kevin Kirchburger, Alderman at Large
Common Council, and Sarah K Lanzo, City Clerk
One Locks Plaza
Lockport NY 14094

Re: Lockport in Bloom July 2025

Would you please place our request for the following on the next meeting agenda of the Common council:

1. We respectfully request permission to hold the the 22nd annual Lockport in Bloom garden walk on the weekend of July 11th , 6- 10pm 12th 10a-4p, 13th 10a-4p
2. We Respectfully request permission to place 3 signs advertising this event in 3 city parks , Children's Memorial park on Transit rd, Locust st park, and Ida Fritz park. Each sign in a garden bed as to be unobtrusive to mowing.

In the past 21 years through the generosity of our local sponsors, and the support of our local elected representatives we have grown this event and now celebrate two decades sharing the love of gardening in our community. We project an estimated 1500 visitors to Lockport over the 3 days to enjoy the nearly 3 dozen open gardens that participate .

Thank you for your consideration:
The Bloom Committee:
Dawn and Kyle Lambalzer

City Clerk

From: BCS <bbpitcher@gmail.com>
Sent: Monday, June 30, 2025 6:38 PM
To: City Clerk
Subject: Re: FW: [EXTERNAL] Outwater baseball field fall usage

Yes, that is correct. Saturdays in September from 9:30 AM-1PM. We are part of WNY MUNY AA - Buffalo MSBL - the group that is using the field midweek currently.

On Mon, Jun 30, 2025 at 8:36 AM City Clerk <cityclerk@lockportny.gov> wrote:
Good morning Brian,

I'll add your request to the Agenda for the next Common Council meeting.
What is the name of this group?
And to confirm you're requesting use for the 4 Saturdays in September from
9:30am - 1:00pm. Correct?

Emily Stoddard
City Clerk
Phone: (716) 439-6674
Fax: (716) 439-6702
cityclerk@lockportny.gov

-----Original Message-----

From: cdimmick@lockportny.gov <cdimmick@lockportny.gov>
Sent: Sunday, June 29, 2025 4:56 PM
To: 'City Clerk' <cityclerk@lockportny.gov>; 'Paula Halladay' <phtravis@lockportny.gov>; 'Mayor John Lombardi' <jlombardi@lockportny.gov>
Subject: FW: [EXTERNAL] Outwater baseball field fall usage

-----Original Message-----

From: Brian Scholtisek <bbpitcher@gmail.com>
Sent: Friday, June 27, 2025 9:37 AM
To: Clayton Dimmick <cdimmick@lockportny.gov>; clandry@lockportny.gov; David Davidson <ddavidson8872@yahoo.com>
Subject: [EXTERNAL] Outwater baseball field fall usage

Similar to last year, we would like to use the Outwater baseball field on
Saturday mornings from September 6 thru September 27. Field usage time from
9:30am thru 1pm.

David, games would start at 10:30am and we would need 1 umpire. Thanks.

Resolution Authorizing a Memorandum of Agreement with the Department Head Association Regarding Accrued Leave Time for Clayton Dimmick

Whereas, the City of Lockport and the City of Lockport Department Head Association are parties to a collective bargaining agreement that remains in effect through December 31, 2026; and

Whereas, it was discovered that Department Head Association member Clayton Dimmick has accrued significant balances of unused vacation, personal, and sick leave; and

Whereas, the City and the Association have reviewed the matter and reached an agreement to resolve these issues in a manner that addresses Mr. Dimmick's accrued time and ensures adherence to City policy going forward; and

Whereas, the City and the Association wish to document their mutual understanding through a Memorandum of Agreement; now, therefore, be it

Resolved, that the City of Lockport hereby approves the attached Memorandum of Agreement with the Department Head Association regarding the accrued leave time and vacation buyback eligibility of Clayton Dimmick; and be it further

Resolved, that the Mayor and Corporation Counsel are authorized to execute the attached Memorandum of Agreement on behalf of the City; and be it further

Resolved, that the FY 2025 General Fund operating budget is amended as follows to reflect the associated vacation buyback expense:

Expenses

Increase:

A.1490.51010	Full-Time Wages	\$7,497
A.1490.58010	FICA	\$574
A.1490.58050	Retirement	\$1087

Decrease:

A.1900.54775	Contingency	\$9,158
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	Days	Hours	Rate*	Total	FICA	Retirement	SUM
2024 Vacation Buyback	10	80	\$ 46.36	\$ 3,709	7.65%	\$ 283.74	\$ 4,531
2025 Vacation Buyback	10	80	\$ 47.35	\$ 3,788	7.65%	\$ 289.77	\$ 4,627
				\$ 7,497		\$ 573.51	\$ 1,087.04
						SUM	\$ 9,157

**Clayton Dimmick New Wolrd Hourly pay includes \$6000 stipend, reduced by \$6000 to calculate true hourly rate. 2024 rate as of 12.31.2024, 2025 rate as of 6.16.2025*

City of Lockport - Resolution Request Form

Agenda Description: 200 yr Anniversary Celebration Fireworks					
Presented By: Mike Tucker	Date Submitted: 7/7/25				
<p style="text-align: center;">Topic Area (Select Most Applicable Option):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 45%; vertical-align: top;"> <p>Community Event <input checked="" type="checkbox"/></p> <p>Budget Amendment <input type="checkbox"/></p> <p>Contract Approval <input type="checkbox"/></p> <p>Donation Acceptance <input type="checkbox"/></p> <p>Grant Application / Award <input type="checkbox"/></p> <p>Fund Utilization Request <input type="checkbox"/></p> </td> <td style="width: 10%; text-align: center; vertical-align: middle;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </td> <td style="width: 45%; vertical-align: top;"> <p>Local Law Change <input type="checkbox"/></p> <p>Community Development <input type="checkbox"/></p> <p>Highways and Parks <input type="checkbox"/></p> <p>Engineering <input type="checkbox"/></p> <p>Code and Planning <input type="checkbox"/></p> <p>Other <input type="checkbox"/></p> </td> <td style="width: 10%; text-align: center; vertical-align: middle;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </td> </tr> </table>		<p>Community Event <input checked="" type="checkbox"/></p> <p>Budget Amendment <input type="checkbox"/></p> <p>Contract Approval <input type="checkbox"/></p> <p>Donation Acceptance <input type="checkbox"/></p> <p>Grant Application / Award <input type="checkbox"/></p> <p>Fund Utilization Request <input type="checkbox"/></p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Local Law Change <input type="checkbox"/></p> <p>Community Development <input type="checkbox"/></p> <p>Highways and Parks <input type="checkbox"/></p> <p>Engineering <input type="checkbox"/></p> <p>Code and Planning <input type="checkbox"/></p> <p>Other <input type="checkbox"/></p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>Community Event <input checked="" type="checkbox"/></p> <p>Budget Amendment <input type="checkbox"/></p> <p>Contract Approval <input type="checkbox"/></p> <p>Donation Acceptance <input type="checkbox"/></p> <p>Grant Application / Award <input type="checkbox"/></p> <p>Fund Utilization Request <input type="checkbox"/></p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Local Law Change <input type="checkbox"/></p> <p>Community Development <input type="checkbox"/></p> <p>Highways and Parks <input type="checkbox"/></p> <p>Engineering <input type="checkbox"/></p> <p>Code and Planning <input type="checkbox"/></p> <p>Other <input type="checkbox"/></p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
<i>Please provide to Clerk at least 9 <u>calendar days</u> prior to Council meeting. Otherwise request will go to following meeting.</i>					
<p>Summary of Resolution:</p> <p>200 Anniversary committee would like to host a fireworks display on september 24, 2025 which will be shot off on the top of Gooding street. We will use Young Explosives which the city has used previously.</p> <p>We are asking for Pine Street bridge to be closed for the display</p> <p>The committee will get all necessary permits and coordinate with LPD and LFD</p>					
<p>Explanation of Attachments:</p>					
Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____					
Clerk/Legal/Finance Approval:					
<p>Notes:</p>					
Name:	Date of Approval:				

June 10, 2025

Mayor John Lombardi & Members of the Common Council
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

Dear Mayor Lombardi & Common Council Members:

The Lockport Erie Canal Bicentennial Committee is developing an exciting series of special events during the week of September 21 in order to commemorate the 200th Anniversary of the completion of the Erie Canal.

On Wednesday, September 24, Lockport will be the first port of call for the *Canal Boat Seneca Chief*, as the replica vessel recreates the cross-state journey on the Erie Canal undertaken in 1825. For this purpose, we would like to use the Pine Street Bridge as a public viewing area as the *Seneca Chief* arrives in the Lockport Locks at approximately 6 PM. The reception on the Pine Street Bridge is scheduled to take place from 5-8 PM, followed by a spectacular fireworks display at approximately 8:30 PM. In this regard, the Canal Bicentennial Committee requests that the City of Lockport close off vehicular traffic on the Pine Street Bridge from 5 – 9 PM on that date and that an open-carry provision be in effect for this period of time.

Closure of the Pine Street Bridge will facilitate pedestrian traffic from the north side of the Lockport Locks to the south side. Local businesses, including Stooges at 2 Street and the Locktender at 4 Lock Street are supportive of this temporary closure to assure that the *Seneca Chief* receives a warm Lockport welcome. The Lockport Erie Canal Bicentennial Committee will cover the cost of the fireworks display, and is requesting that the City of Lockport provide the required liability insurance for the evening's festivities.

Thank you for your consideration of our request.

Sincerely,


Michael W. Tucker
Chairman
Lockport Erie Canal Bicentennial Committee

RAW DATE 9/27