

CITY OF LOCKPORT
COMMON COUNCIL PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

September 10th, 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.

091025.1

APPROVAL OF MINUTES

On motion of Alderman Craig seconded by Alderman Devine the minutes of the Regular meeting of August 27th, 2025 are hereby approved as printed in the Journal of Proceedings. Ayes 6.

FROM THE MAYOR

Appointments:

FROM THE CITY CLERK

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

Reviewed by the Finance Committee.

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

Notice of Claim:

9/4/2025 Mark Greco Jr vs City of Lockport and City of Lockport Police Officers
(Referred to Corporation Counsel)

MOTIONS & RESOLUTIONS

091025.2

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 September 11th, 2025.

Seconded by Alderman Craig and adopted. Ayes 6.

091025.3

By Alderman Kirchberger:

Whereas the Common Council of the City of Lockport previously approved the request to hold the Locktoberfest on 9.27.2025 including certain designated road closures; and

Whereas the event organizers have since requested an additional road closure of Ontario Street in order to accommodate a larger number vendors than originally planned; and

Whereas the City of Lockport recognizes the importance of ensuring public safety and smooth traffic control during this community event;

Now, therefore, be it resolved that the Mayor and Common Council of the City of Lockport hereby approve the additional closure of Ontario Street during the hours of 10am-5pm on September 27th, for Locktoberfest:

Be it further resolved that the City of Lockport Police Department, Department of Public Works, and any other necessary departments are authorized to coordinate with event organizers to implement the closure and ensure proper traffic and safety measures are in place.

Seconded by Alderman Mullane and adopted. Ayes 6.

091025.4

By Alderman Devine:

Whereas the City of Lockport (City) is seeking a grant for a Lead Service Line Replacement Project and intends to submit via the Environmental Facilities Corporation for funding to the New York Water Infrastructure Improvement Act (WIIA); and

Whereas the City project cost estimate for the Lead Service Line Replacement Project is \$19,880,625; and

Whereas the WIIA through NYS Environmental Facilities Corporation (NYSEFC) is authorized to fund up to a maximum of \$5,000,000 of the total project costs.

Now, therefore, be it:

Resolved that the City authorizes and appropriates a minimum of \$14,880,625 local match as required by the Water Infrastructure Improvement Act (WIIA). The maximum local share appropriated shall not exceed \$14,880,625, subject to receipt of a WIIA grant and available funding. The total estimated maximum grant is \$5,000,000. The Mayor may increase this local match through the use of in-kind services other eligible funding without further approval from the City.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

091025.5

By Alderman Devine:

Whereas the City of Lockport (City) desires to replace lead water service lines and is seeking grant funding to support the project, which will require the preparation of detailed engineering plans and specifications; and

Whereas Nussbaumer & Clarke, Inc. furnished a proposal to provide engineering design, bidding support, construction administration, inspection, and grant administration support as needed for the Project;

Now, therefore, be it:

Resolved that the Mayor is authorized to execute a professional services agreement with Nussbaumer & Clarke, Inc., for a fee not to exceed \$2,593,125 for engineering design, bidding support, construction administration, inspection, and grant administration related to the WIIA Lead Service Line Replacement Project, contingent upon receipt of grant funding and in accordance with the City procurement process.

Seconded by Alderman Lupo and adopted. Ayes 6.

091025.6

ADJOURNMENT

At 6:20pm Alderman Fogle moved the Common Council be adjourned until 6:00pm Wednesday, September 24th, 2025.

Seconded by Alderman Devine and adopted. Ayes 6.

EMILY STODDARD
City Clerk

City Clerk

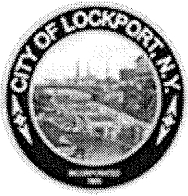
From: Kristin Schubring <kschubring@lockportny.gov>
Sent: Tuesday, September 9, 2025 12:39 PM
To: deputyclerk@lockportny.gov
Cc: cityclerk@lockportny.gov
Subject: AP Fund Totals 9/10/25

Hello,

Invoices to be approved at the meeting on 9/10/25 are as follows:

Fund A General - \$178,443.46
Fund FX Water - \$24,951.66
Fund G Sewer - \$25,601.00
Fund MS Health Insurance - \$8,004.00
Total - \$237,000.12

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

08/14/2025, PAID on date 08/21/2025, is approved at dollars, \$ 624,170.32

Civil Service Mary Pitt Gilbert

Pay Day Register

Pay Date Range 08/01/25 - 08/14/25

Pay Batch 08/21/25

Pay Batch 08/21/25 Total

Employees in Pay Batch 242

Female Employees in Pay Batch 59

| Hours Description | Hours | Gross | Withholdings and Deductions | Gross Base | Benefits | Gross Base |
|-----------------------------------|-------------|--------------|-------------------------------|------------|--------------------------------|--------------|
| 207A Disability - 207A Disability | 160.0000 | 1,822.30 | Gross | 624,170.32 | Health Ins 298 Class 2 Family | 34,076.47 |
| CMPE 1.0 - Comp Earned @ 1.0 | 92.6250 | .00 | Imputed Income | | Health Ins 298 Class 2 Single | 11,746.97 |
| CMPE 1.5 - Comp Earned @ 1.5 | 12.0000 | .00 | Federal | 63,901.13 | Health Ins 298 Class 3 Family | 89,904.94 |
| CMPU - Comp Time Used | 149.2500 | 4,819.67 | FICA | 37,803.89 | Health Ins 298 Class 3 Single | 9,720.37 |
| EDAY - Extra Day | 350.0000 | 12,460.69 | Medicare | 8,841.23 | Health Ins 298 Class 4 Family | 7,326.29 |
| FHDB - Floating Holiday Buy Out | 40.0000 | 1,482.91 | New York State | 29,722.98 | Health Ins 298 Class 4 Single | 2,233.50 |
| FHDE - Floating Holiday Earned | 447.8400 | .00 | 3% - RET ERS TIER 6 | 2,535.76 | Total | \$155,008.54 |
| FHDU - Floating Holiday Used | 464.0000 | 16,147.67 | 3% - RET ERS TIER 6 OT | 168.56 | | |
| FLSA - FLSA | .0000 | 780.17 | 3% - RET PF TIER 6 | 517.48 | Employer Taxes | |
| FMLS - FMLA Sick Used | 60.0000 | 1,741.12 | 3% - RET PF TIER 6 OT | 91.04 | FICA | 37,803.89 |
| OOT - Out of Title | 761.0000 | 32,068.52 | 3.5% - RET ERS TIER 6 | 1,625.71 | Medicare | 8,841.23 |
| OOT OT 1.5 - Out of Title OT at | 27.0000 | 1,177.34 | 3.5% - RET ERS TIER 6 OT | 142.49 | Total | \$46,645.12 |
| OOT SHIFT 10% - OOT Shift Diff | 8.0000 | 219.65 | 3.5% - RET PF TIER 6 | 2,053.85 | | |
| OT 1.0 - Overtime at Straight 1.0 | 27.0000 | 783.09 | 3.5% - RET PF TIER 6 OT | 181.58 | Workers' Comp | |
| OT 1.5 - Overtime @ 1.5 | 1,072.5000 | 54,893.55 | 4.5% - RET ERS TIER 6 | 558.27 | Workers Compensation - General | 24,071.04 |
| OT 1.5 SHIFT 10% - OT @ 1.5 | 75.0000 | 3,468.79 | 4.5% - RET ERS TIER 6 OT | 9.26 | Workers Compensation - Sewer | 2,391.18 |
| OT 1.5 SHIFT 15% - OT @ 1.5 | 16.0000 | 665.44 | 4.5% - RET PF TIER 6 | 1,755.19 | Workers Compensation - Water | 2,368.17 |
| PRSU - Personal Used | 118.0000 | 4,260.87 | 4.5% - RET PF TIER 6 OT | 251.33 | Workers Compensation 50% | 544.32 |
| REG - Regular | 11,196.2500 | 354,961.92 | 457 % Deduction | 7,704.09 | Total | \$29,374.71 |
| REG PT - Regular Part Time | 112.0000 | 5,564.88 | 457 Flat Dollar Deduction | 12,705.00 | | |
| REG SHIFT 10% - Regular Shift | 152.0000 | 4,926.43 | 5.75% - RET ERS TIER 6 | 218.72 | Direct Deposits | |
| REG SHIFT 15% - Regular Shift | 352.0000 | 11,369.27 | 5.75% - RET PF TIER 6 | 3,413.46 | Armed Forces Bank | 1,884.01 |
| REGS - Regular Seasonal | 1,186.5000 | 20,919.18 | 5.75% - RET PF TIER 6 OT | 792.23 | Bancorp Bank | 1,910.80 |
| RGS - Regular - Salary | 75.2500 | .00 | 6% - RET ERS TIER 6 | 250.26 | Bank of Akron | 4,434.85 |
| SAL - Salary | .0000 | 3,806.51 | 6% - RET PF TIER 6 | 216.63 | Bank of America | 6,680.85 |
| SAL PT - Salary Part Time | .0000 | 1,865.37 | AFLAC POSTTAX | 311.64 | BANK OF AMERICA (2) | 1,723.80 |
| SCK PT - Sick Leave Part Time | 10.5000 | 251.76 | AFLAC PRETAX | 395.68 | BANK OF AMERICA (4) | 1,482.18 |
| SCKE - Sick Earned | 2,179.2500 | .00 | ALLSTATE POSTTAX | 516.18 | BANK OF AMERICA (6) | 1,336.96 |
| SCKU - Sick Used | 619.5000 | 19,311.33 | ALLSTATE PRETAX | 568.42 | Bank on Buffalo | 4,898.88 |
| STIP - Stipend | .0000 | 192.31 | Child Support - Amount | 990.00 | Capital One 360 | 984.38 |
| VACB - Vacation Buy Out - | 40.0000 | 1,633.58 | COLONIAL LIFE POSTTAX | 95.21 | Chase Bank | 2,347.71 |
| VACE - Vacation Earned | 150.9185 | .00 | COLONIAL LIFE PRETAX | 32.88 | Chase Bank (2) | 1,886.15 |
| VACU - Vacation Used | 1,743.0000 | 62,576.00 | Firefighter Life Ins | 170.65 | Chime | 350.00 |
| Total | 21,697.3835 | \$624,170.32 | FSA PRETAX | 708.87 | Citizens Bank | 14,330.39 |
| | | | Health Ins 298 Class 2 Family | 2,859.48 | Cornerstone Comm FCU | 134,303.01 |
| | | | Health Ins 298 Class 2 Single | 1,233.13 | Discover Bank | 800.00 |
| | | | Health Ins 298 Class 3 Family | 2,787.26 | Encompass Niagara FCU | 195.00 |
| | | | Health Ins 298 Class 3 Single | 822.38 | ESL FCU | 1,248.16 |
| | | | Health Ins 298 Class 4 Family | 814.05 | Evans Bank | 2,985.40 |

8764.46

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

8/28/25, PAID on date 9/4/25,
is approved at dollars, \$ 607,987.51
Civil Service Mary Pat J. J. J.

Pay Day Register

Pay Date Range 08/15/25 - 08/28/25

Pay Batch 09/04/25

Pay Batch 09/04/25 Total

Employees in Pay Batch 240

Female Employees in Pay Batch 59

| Hours Description | Hours | Gross | Withholdings and Deductions | Gross Base | Benefits | Gross Base |
|-----------------------------------|-------------|--------------|-------------------------------|------------|--------------------------------|----------------------|
| 207A Disability - 207A Disability | 160.0000 | 1,822.30 | Gross | 607,987.51 | Health Ins 298 Class 2 Family | 34,076.47 .00 |
| BERV - Bereavement | 36.0000 | 1,889.26 | Imputed Income | | Health Ins 298 Class 2 Single | 11,746.97 .00 |
| CMPE 1.0 - Comp Earned @ 1.0 | 402.2500 | .00 | Federal | 62,653.64 | Health Ins 298 Class 3 Family | 88,718.86 .00 |
| CMPE 1.5 - Comp Earned @ 1.5 | 21.5000 | .00 | FICA | 36,806.26 | Health Ins 298 Class 3 Single | 9,720.37 .00 |
| CMPU - Comp Time Used | 343.0000 | 12,650.08 | Medicare | 8,607.95 | Health Ins 298 Class 4 Family | 7,326.29 .00 |
| EDAY - Extra Day | 298.0000 | 10,752.83 | New York State | 29,002.58 | Health Ins 298 Class 4 Single | 2,233.50 .00 |
| FHDB - Floating Holiday Buy Out | 80.0000 | 3,297.28 | 3% - RET ERS TIER 6 | 2,358.27 | Total | \$153,822.46 |
| FHDU - Floating Holiday Used | 300.0000 | 10,665.76 | 3% - RET ERS TIER 6 OT | 292.87 | | |
| FLSA - FLSA | .0000 | 239.45 | 3% - RET PF TIER 6 | 518.40 | Employer Taxes | Gross Base |
| FMLE - FMLA Extra Day | 8.0000 | 227.26 | 3% - RET PF TIER 6 OT | 25.06 | FICA | 36,806.26 593,647.26 |
| FMLS - FMLA Sick Used | 23.0000 | 662.54 | 3.5% - RET ERS TIER 6 | 1,612.79 | Medicare | 8,607.95 593,647.26 |
| FMLV - FMLA Vacation Used | 21.0000 | 624.06 | 3.5% - RET ERS TIER 6 OT | 158.05 | Total | \$45,414.21 |
| OOT - Out of Title | 639.0000 | 26,142.03 | 3.5% - RET PF TIER 6 | 2,054.96 | | |
| OOT OT 1.5 - Out of Title OT at | 1.0000 | 45.99 | 3.5% - RET PF TIER 6 OT | 147.41 | Workers' Comp | Gross Base |
| OOT OT SHIFT 15% - OOT OT | 8.0000 | 365.97 | 4.5% - RET ERS TIER 6 | 558.27 | Workers Compensation - General | 23,587.20 472,732.36 |
| OT 1.0 - Overtime at Straight 1.0 | 23.0000 | 515.29 | 4.5% - RET PF TIER 6 | 1,752.20 | Workers Compensation - Sewer | 2,391.18 51,725.78 |
| OT 1.5 - Overtime @ 1.5 | 859.2500 | 41,369.31 | 4.5% - RET PF TIER 6 OT | 95.87 | Workers Compensation - Water | 2,480.94 52,323.06 |
| OT 1.5 SHIFT 10% - OT @ 1.5 | 107.5000 | 4,963.53 | 457 % Deduction | 7,200.95 | Workers Compensation 50% | 544.32 6,896.47 |
| OT 1.5 SHIFT 15% - OT @ 1.5 | 16.0000 | 665.44 | 457 Flat Dollar Deduction | 12,705.00 | Total | \$29,003.64 |
| PRSU - Personal Used | 84.5000 | 2,707.58 | 5.75% - RET ERS TIER 6 | 218.72 | | |
| REG - Regular | 11,588.7500 | 370,001.84 | 5.75% - RET PF TIER 6 | 3,404.11 | Direct Deposits | Amount |
| REG PT - Regular Part Time | 115.7500 | 5,650.02 | 5.75% - RET PF TIER 6 OT | 393.69 | Armed Forces Bank | 1,518.70 |
| REG SHIFT 10% - Regular Shift | 124.0000 | 3,920.33 | 6% - RET ERS TIER 6 | 200.21 | Bancorp Bank | 1,348.30 |
| REG SHIFT 15% - Regular Shift | 256.0000 | 8,383.05 | 6% - RET PF TIER 6 | 216.63 | Bank of Akron | 2,688.44 |
| REGS - Regular Seasonal | 683.7500 | 11,812.83 | AFLAC POSTTAX | 311.64 | Bank of America | 5,380.86 |
| RETRO - Retroactive Pay | .0000 | 7,497.00 | AFLAC PRETAX | 395.68 | BANK OF AMERICA (2) | 1,756.84 |
| RGS - Regular - Salary | 70.0000 | .00 | ALLSTATE POSTTAX | 516.18 | BANK OF AMERICA (4) | 1,533.40 |
| SAL - Salary | .0000 | 3,806.51 | ALLSTATE PRETAX | 568.42 | BANK OF AMERICA (6) | 1,403.50 |
| SAL PT - Salary Part Time | .0000 | 1,865.37 | Child Support - Amount | 990.00 | Bank on Buffalo | 3,916.76 |
| SCK PT - Sick Leave Part Time | 17.5000 | 419.60 | COLONIAL LIFE POSTTAX | 95.21 | Capital One 360 | 1,247.62 |
| SCKD - Sick Bank Donated | 48.0000 | .00 | COLONIAL LIFE PRETAX | 32.88 | Chase Bank | 1,735.54 |
| SCKR - Sick Bank Received | 48.0000 | 1,087.26 | FSA PRETAX | 708.87 | Chase Bank (2) | 1,520.49 |
| SCKU - Sick Used | 595.7500 | 19,112.72 | Health Ins 298 Class 2 Family | 2,859.48 | Chime | 350.00 |
| STIP - Stipend | .0000 | 192.31 | Health Ins 298 Class 2 Single | 1,233.13 | Citizens Bank | 13,707.46 |
| VACB - Vacation Buy Out - | .0000 | 150.67 | Health Ins 298 Class 3 Family | 2,787.26 | Cornerstone Comm FCU | 135,817.02 |
| VACU - Vacation Used | 1,581.0000 | 54,482.04 | Health Ins 298 Class 3 Single | 822.38 | Discover Bank | 800.00 |
| Total | 18,559.5000 | \$607,987.51 | Health Ins 298 Class 4 Family | 814.05 | Encompass Niagara FCU | 195.00 |
| | | | Health Ins 298 Class 4 Single | 248.16 | ESL FCU | 1,204.06 |
| | | | NEW YORK LIFE | 162.43 | Evans Bank | 1,797.09 |

STATE OF NEW YORK
SUPREME COURT: NIAGARA COUNTY

MARK GRECO Jr.,
Claimant,

vs.

CITY OF LOCKPORT and
CITY OF LOCKPORT POLICE OFFICERS
Respondents.

NOTICE OF CLAIM

TO: CITY OF LOCKPORT and
CITY OF LOCKPORT POLICE OFFICERS.
Respondents.

PLEASE TAKE NOTICE, that MARK GRECO Jr. hereby makes claim against the CITY OF LOCKPORT and CITY OF LOCKPORT POLICE OFFICERS and in support of said claim, states the following:

1. The post office address of the Claimant is 199 Park Avenue, Lockport, New York 14094.
2. The attorney for the Claimant is MATTHEW ALBERT ESQ., and his post office address is 2166 Church Road, Darien Center, New York 14040.
3. The claim of MARK GRECO Jr. is for as follows:
 - a. Personal injuries, including without limitation, medical expenses for consequential damages generally, including pain and suffering, as well as mental anguish.
 - b. Deprivation of civil rights as afforded the claimant under both the New York State Constitution and the United States constitution, including Claimant's right to be

protected against unlawful searches and seizures in the form of excessive force as well as being unlawfully detained and then maliciously prosecuted.

- c. The torts of assault and battery, as well as the intentional infliction of emotional distress.
4. The claim arose in substance as follows: Claimant assists his father in managing a two-unit rental property located at 246 Clinton Street in the City of Lockport. The previous tenant on the month to month lease for the downstairs unit was Noah Collins. Mr. Collins had recently vacated the property and his lease had been terminated, due to ongoing hostility and conflicts between Mr. Collins and the upstairs tenants.
5. Claimant's father provided Mr. Collins with thirty (30) days' written notice of termination in or around mid-April 2025, requiring him to vacate the premises by May 30, 2025. Mr. Collins confirmed to Claimant's father that he would vacate the unit prior to that date and he did so.
6. On June 1, 2025 at approximately 3:00PM, Claimant and his father went to the property on Clinton Street to change the locks. Upon arrival, they discovered that multiple trespassers remained inside the downstairs unit. These individuals were drinking alcohol, damaging the premises, and making threats of violence against Claimant and his father.
7. Claimant contacted the Lockport Police Department. Two officers responded to the property. Rather than removing the trespassers, the officers brokered an arrangement allowing them until 5 p.m. to vacate the premises. The trespassers agreed to those terms.
8. When Claimant returned to the property at approximately 5:00PM (without his father), he observed that an additional trespasser had arrived. They continued damaging the property and making threats towards him including statements such as, "I'll kill you." Claimant remained in his truck and again called the police.
9. Four different officers responded. Claimant explained the ongoing situation to the officers.
10. Claimant was declared 100% disabled in March 2025 due to a work-related construction injury. As a result, he has a neuro-stimulator device implanted in his lumbar spine, which is

controlled by an external handheld device that was located in his vehicle at the time of the incident. Claimant also uses a cane, which was in his vehicle at the time.

11. The police Officers spoke with the trespassers, who refused to leave. In the presence of the officers, the trespassers again made threats to the Claimant, including a second statement of "I'll kill you."
12. Claimant, frustrated by the ongoing threats and lack of police intervention, exited his vehicle to further discuss the situation. He was in no way aggressive or in violation of any New York State laws.
13. Immediately, the officers tackled Claimant. He was handcuffed, which prevented him from accessing both the external controller for his neuro-stimulator and his cane.
14. While detained, Claimant repeatedly requested paramedics, as the stimulator in his spine had shifted during the takedown, causing continuous electrical shocks. These shocks could have been stopped with the controller in his truck, but the officers refused to allow him access. Instead, they ignored his pleas for assistance and mocked him once they had taken him to his station.
15. Claimant was transported to Lockport Memorial Hospital, where he received treatment for severe back pain. He later underwent follow-up treatment at University at Buffalo Neurosurgery, as well as Excelsior Orthopaedic Urgent Care.
16. Officer Schuler of the City of Lockport Police Department then charged Mr. Greco with the violation level offense of disorderly conduct, in violation of Penal Law (PL) §240.20 (1). Such charge was meritless and ultimately dismissed by City of Lockport Judge Thomas DiMillo on or about July 10, 2025.
17. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, reckless disregard

and/or intentional and unlawful conduct on the part of the agents, servants and/or employees of the CITY OF LOCKPORT and CITY OF LOCKPORT POLICE OFFICERS.

18. Upon information and belief, as a result of the aforesaid incident Mark Greco Jr. sustained severe bodily injuries and was painfully and seriously injured.

WHEREFORE, Claimant request that the CITY OF LOCKPORT and CITY OF LOCKPORT POLICE OFFICERS honor and pay the claims of MARK GRECO Jr..

By: 

Dated: August 16, 2025

MATTHEW A. ALBERT, ESQ.
Attorneys for Claimant
Office and P.O. Address
2166 Church Road
Darien Center, New York 14040
Phone: (716) 445-4119

VERIFICATION PAGE

STATE OF NEW YORK
SUPREME COURT: NIAGARA COUNTY

MARC GRECO Jr.,
Claimant,
vs.

NOTICE OF CLAIM

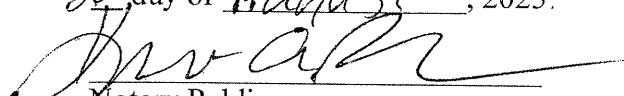
CITY OF LOCKPORT and
CITY OF LOCKPORT POLICE OFFICERS
Respondents.

MARC GRECO Jr. being duly sworn, deposes and says that he is the CLAIMANT in this action; that he has read the annexed NOTICE OF CLAIM, dated August 16, 2025, and know the contents thereof; and that the same is true to the best of my own knowledge



MARC GRECO Jr.

Sworn to before me this

20th day of August, 2025.


Notary Public

Kimberly A. Ralph
Notary Public - State of New York
No.: 01RA6348219
Qualified in Erie County
My Commission Expires on September 19, 2028.

City of Lockport - Resolution Request Form

Agenda Description: Closing Ontario Street during Locktoberfest

Presented By: Lockport Main Street **Date Submitted:** 8/2/2025

Topic Area (Select Most Applicable Option):

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

| |
|---|
| ✓ |
| |
| |
| |
| |
| |

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

| |
|--|
| |
| |
| |
| |
| |
| |

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

Summary of Resolution:

Lockport Main Street is hosting Locktoberfest on Saturday, September 27th from 10am to 5pm located on Canal Street which includes closing down the pocket parking lot of Canal Street. Lockport Main Street is requesting to also close down Ontario Street in order to extend the boundaries of Locktoberfest to host more vendors along with a large Family Fun Zone. Lockport Main Street is requesting to close Ontario Street down beginning at 7am on September 27th, 6 additional barricades, and to have "No Parking" signs posted on Friday, September 26th.

Explanation of Attachments:

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:

Notes:

Name:

Date of Approval:

September 5, 2025

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



Re: Professional Services Proposal
Lead Water Service Line Replacement Program Engineering Services
File No. 25P1-0141

Dear Mayor Lombardi:

Nussbaumer & Clarke, Inc. (Nussbaumer) is pleased to submit this proposal to assist the City of Lockport (City) with engineering services related to lead water service line replacements in accordance with the Engineering Report prepared by Nussbaumer dated June 2024.

It is our understanding that the City is seeking a Water Infrastructure Improvement Act (WIIA) grant for the project.

Based upon our discussions and understanding of the project, Nussbaumer, with the support of sub-consultants proposes the following Scope of Service for this project.

SCOPE OF SERVICES

1. Project Initiation

- Meet with City officials as required.
- Provide Lead Service Line Replacement regulatory compliance guidance.
- Review of record drawings provided by City.
- Perform topographic survey of the project area within the City's right-of-way limits as required. Survey, if required, 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.
- Provide support as required with applicable funding agencies.

2. Preparation of Design Drawings and Specifications

- Prepare plans as needed, specifications, and contract documents in conformance with City standards, for review by the City and applicable review/funding agencies; and upon approval, finalize the documents.



- Meet with the City, review the 60%, 90%, and final designs; and involved agencies as required.
- Prepare a detailed engineer's cost estimate.

3. Bid Phase Services

- Nussbaumer will prepare the bid documents to include in the front end of the proposal book, an itemized proposal, and technical specifications for bidding. Nussbaumer will include the NYSEFC "Mandatory State Revolving Fund Terms and Conditions" in the bid documents as required.
- Plans and proposal book will be available for sale to contractors via Avalon Document Services, or similar.
- Assist the City with the bidding process by attending 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 results.

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 during construction.
- 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 while the construction is in progress (assumed 1,440 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.

Hon. John Lombardi, III
City of Lockport
September 5, 2025



COMPENSATION AND PAYMENT

Nussbaumer's fee for the Scope of Services described herein is Not-to-Exceed \$2,593,125.00.

Costs shall be billed monthly based upon the project percent complete, as determined by Nussbaumer. Amounts billed are due and payable within thirty (30) days of the date of the invoice. Refer to Schedule A for standard terms and conditions in Attachment A.

As required by the NYSEFC, Nussbaumer will comply with "Mandatory State Revolving Fund Terms and Conditions," in which are attached as part of our proposal in Attachment B.

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 below and return to our office. The original is for your file. This will then serve as our Agreement and Notice to Proceed.

Sincerely,

NUSSBAUMER & CLARKE, INC.

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

MTM/m

Attachments – A: Schedule A w/ 2025 Hourly Rate Table

B: NYSEFC "Mandatory State Financial Assistance Terms and Conditions"

c: File-01 (w/att.)

Accepted by: **CITY OF LOCKPORT**

Signature: _____ Title: _____

Printed Name: _____ Date: _____

SCHEDULE "A"

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

BASIS OF SERVICES

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

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

DELIVERABLES

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

FEES AND EXTRA WORK

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

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

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
 Canton

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% |

Rates are subject to increase January 1st of each calendar year.



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Financial Assistance Terms and Conditions

For Contracts Funded with New York State Financial Assistance Only

Recipient to Identify Contract Type:

☐ **Construction**

☐ **Non-Construction**

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

Contents

| | |
|---|----|
| REQUIRED CONTRACT LANGUAGE | 4 |
| SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS | |
| PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED | |
| MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL | |
| EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP | |
| MEMBERS | 5 |
| I. General Provisions | 5 |
| II. Equal Employment Opportunities (EEO) | 5 |
| III. Business Participation Opportunities for MWBEs | 6 |
| A. Contract Goals | 6 |
| B. MWBE Utilization Plan | 7 |
| C. Request for Waiver | 7 |
| D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE-SDVOB | |
| Report") | 8 |
| E. Liquidated Damages - MWBE Participation | 8 |
| SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE | |
| CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES | 9 |
| I. General Provisions | 9 |
| II. Contract Goals | 9 |
| III. SDVOB Utilization Plan | 9 |
| IV. Request for Waiver | 10 |
| V. Monthly SDVOB Contractor Compliance Report ("Monthly MWBE-SDVOB | |
| Report") | 10 |
| VI. Breach of Contract and Damages | 10 |
| SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT | 10 |
| SECTION 4 CONSTRUCTION SIGNS | 10 |
| ATTACHMENTS (Required Forms) | 11 |
| Attachment 1 – EEO Policy Statement | 12 |
| Attachment 2 – EFC MWBE Utilization Plan | 13 |
| Attachment 3 – EFC SDVOB Utilization Plan | 14 |

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving State financial assistance without SRF financing. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Contracts greater than \$25,000;
- b) Non-Construction Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts meeting Article 15-A thresholds.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A or the MWBE Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

The EEO participation requirements of this section apply to services and Commodities greater than \$25,000 and construction contracts greater than \$100,000.

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. Contractor represents that it has submitted an EEO policy statement, included as Attachment 1, to Recipient prior to the execution of this Contract including the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to State financial assistance projects.
 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this State financial assistance project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- C. The Contractor will include the provisions of Subdivisions II(A), II(B), and II(D) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- D. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. ***New York State certified MWBE participation goals for this contract are 30%.***
For NYS Water Infrastructure Improvement Act Grants and NYS Intermunicipal Grants that are not receiving EFC financing, the goals may be achieved through any combination of MBE and/or WBE participation.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall

be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract. A sample utilization plan is included as Attachment 2.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE-SDVOB Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE-SDVOB Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE-SDVOB Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE-SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE-SDVOB Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The Service-Disabled Veteran-Owned Businesses ("SDVOB") participation requirements of this section apply to the Contracts Meeting Article 3 Thresholds.

Contracts Meeting Article 3 Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Veterans' Services Law, Article 3 as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with New York State Veterans' Services Law, Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto for all State contracts meeting Article 3 thresholds.

II. Contract Goals

- A. **New York State certified SDVOB participation goals for this contract are 6%.** For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at:
<https://online.ogs.ny.gov/SDVOB/search>.
- B. Pursuant to 9 NYCRR § 252.2(n), Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or Suppliers in the performance of the Contract.

III. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2, the Contractor represents and warrants that it has submitted a completed SDVOB Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract. A sample utilization plan is included as Attachment 3.
- B. The Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goal set forth above.
- C. The Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsible.
- D. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE-SDVOB Contractor Compliance Report immediately following the change. At EFC's discretion, an updated SDVOB Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE/SDVOB Contractor Compliance Report or revised Utilization Plan.
- E. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the SDVOB Utilization Plan to the MBO within 30 days of their execution.

IV. Request for Waiver

- A. If the Contractor, after making good faith efforts, is unable to comply with the SDVOB Contract goal, the Contractor may submit a request for a partial or total waiver on the SDVOB Request for Waiver form to the MBO, documenting good faith efforts by the Contractor to meet such goal. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. The Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the MBO but must be made no later than prior to the submission of a request for final payment on the Contract.
- C. If the Recipient, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Compliance Report determines that Contractor is failing or refusing to comply with the SDVOB Contract goal and no waiver has been issued in regard to such non-compliance, the Recipient may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract goals.

V. Monthly SDVOB Contractor Compliance Report ("Monthly MWBE-SDVOB Report")

- A. In accordance with 9 NYCRR § 252.2(q), Contractor is required to report monthly SDVOB contractor compliance to the MBO during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract. The Monthly MWBE-SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check). The final Monthly MWBE-SDVOB Report must reflect all Utilization Plan revisions and change orders.

VI. Breach of Contract and Damages

- A. In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 4 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects.

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EEO Policy Statement



Environmental Facilities Corporation

New York State Environmental Facilities Corporation EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment

Name of Contractor/Service Provider

opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X

Contractor/Service Provider Representative

Attachment 2 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 1: MUNICIPAL INFORMATION | | | |
|---|-----------|--------------|------------------------------|
| Recipient/Municipality: | | County: | |
| Project No.: | GIGP No.: | Contract ID: | Registration No. (NYC only): |
| Minority Business Officer: | | Email: | Phone #: |
| Address of MBO: | | | |
| Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | | Date: |

| SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION | | | |
|--|-------------|--|---------------------|
| Firm Name: | | Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services | |
| Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE. | | | |
| Address: | | Phone #: | Fed. Employer ID #: |
| Description of Work: | | Email: | |
| Award Date: | Start Date: | Completion Date: | |
| Total Contract Amount: \$ | | MWBE GOAL Total | |
| MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers) | | PROPOSED MWBE Participation | |
| | | Total: % \$ | Total: % \$ |

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 3: MWBE SUBCONTRACTOR INFORMATION | | | |
|---|---------------------------|-------------------------|---------------------|
| This Submittal is: <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: | | | |
| NYS Certified M/WBE Subcontractor Info | | Contract Amount: | For EFC Use: |
| Business Name: | Fed. Employer ID#: | | |
| Address: | Phone #: | | |
| Scope of Work: | Email: | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | Completion Date: | | |
| Full Contract Amount: \$ | | | |
| Business Name: | Fed. Employer ID#: | | |
| Address: | Phone #: | | |
| Scope of Work: | Email: | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | Completion Date: | | |
| Full Contract Amount: \$ | | | |
| Business Name: | Fed. Employer ID#: | | |
| Address: | Phone #: | | |
| Scope of Work: | Email: | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | Completion Date: | | |
| Full Contract Amount: \$ | | | |
| Business Name: | Fed. Employer ID#: | | |
| Address: | Phone #: | | |
| Scope of Work: | Email: | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | Start Date: | | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | Completion Date: | | |
| Full Contract Amount: \$ | | | |

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued | | | |
|--|--|---------------------------|--------------|
| Business Name: | | Fed. Employer ID#: | |
| Address: | | Phone #: | |
| Scope of Work: | | Email: | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | | Start Date: | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | | Completion Date: | |
| Full Contract Amount: \$ | | | |
| Business Name: | | Fed. Employer ID#: | |
| Address: | | Phone #: | |
| Scope of Work: | | Email: | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | | Start Date: | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | | Completion Date: | |
| Full Contract Amount: \$ | | | |
| Business Name: | | Fed. Employer ID#: | |
| Address: | | Phone #: | |
| Scope of Work: | | Email: | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | | Start Date: | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | | Completion Date: | |
| Full Contract Amount: \$ | | | |
| Business Name: | | Fed. Employer ID#: | |
| Address: | | Phone #: | |
| Scope of Work: | | Email: | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | | Start Date: | |
| Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | | Completion Date: | |
| Full Contract Amount: \$ | | | |
| SIGNATURE | | | |
| Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type): | | | Date: |

Attachment 3 – EFC SDVOB Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified SDVOB, please contact EFC for assistance.

The utilization of certified SDVOBs for non-commercially useful functions may not be counted towards utilization of certified SDVOBs in the Utilization Plan. SDVOB firms must be certified by NYS Office of General Services in order to be counted towards satisfaction of SDVOB participation goals.

See the SFA Mandatory Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. **Email the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to your EFC Program Compliance Specialist.**

The subject heading of the e-mail to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan**

| SECTION 1: MUNICIPAL INFORMATION | | | |
|---|-----------|--------------|------------------------------|
| Recipient/Municipality: | | County: | |
| Project No.: | GIGP No.: | Contract ID: | Registration No. (NYC only): |
| Minority Business Officer: | | Email: | Phone #: |
| Address of MBO: | | | |
| Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | | Date: |

| SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION | | | | |
|---|-------------|------------------|--|------------------------------|
| Firm Name: | | | Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services | |
| Prime Firm is Certified as: <input type="checkbox"/> SDVOB If certified, please include Prime information in Section 3. | | | | |
| Address: | | Phone #: | Fed. Employer ID #: | |
| Description of Work: | | Email: | | |
| Award Date: | Start Date: | Completion Date: | SDVOB GOAL Total | PROPOSED SDVOB Participation |
| Total Contract Amount: \$ SDVOB Eligible Contract Amount: \$ (Goals are applied to this amount and includes all change orders, amendments, & waivers) | | | Total: 6% \$ | Total: % \$ |

**NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan**

| SECTION 3: SDVOB SUBCONTRACTOR INFORMATION | | | |
|--|---|------------------------------|-----------------|
| This Submittal is: | <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: | | |
| NYS Certified SDVOB Subcontractor Info | | Participation: SDVOB (\$) | For EFC Use: |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |

**NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan**

| SECTION 3: SDVOB SUBCONTRACTOR INFORMATION continued | | | |
|--|--------------------|--|--|
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |
| Name: | Fed. Employer ID#: | | |
| Address: | DSDVBD Control #: | | |
| Scope of Work: | Phone #: | | |
| Full Subcontract Amount: \$ | Email: | | |
| Start Date: | Completion Date: | | |

| SIGNATURE | |
|---|--------------|
| Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all SDVOB subcontractors will perform a commercially useful function. | |
| Name (Please Type): | Date: |

SRF Financing Application

Submitted to EFC on 8/27/2025.

1. GENERAL INFORMATION

A. Applicant

Name of Applicant: City of Lockport **County:** Niagara
Federal I.D. Number: 16-6002547 **Unique Entity Identifier (UEI a.k.a. SAM ID):** L5FLNMCSJP39
Project Name Lead Service Line Replacement
Project Description: Lead Service Line Replacement

List each project (and its location) for which financing is desired separately in the following table. Project Numbers have been assigned by EFC or DOH, and follow the format C1-1234-56-78 (CWSRF) or D0-12345 (DWSRF). Project numbers and scores are listed in the respective Intended Use Plan (IUP) Annual Project Priority List. Please refer to the Municipal Application Form Instructions and Guidance for assistance in completing this application.

B. Projects

SRF Project Number: 19807 **Municipal Location:** Lockport, City of
Service Area: City of Lockport
Latitude: 43.169750 **Longitude:** -78.695620 **Zip +4:** 140943623
Legislative Districts NY Assembly 144 (Primary) Paul A. Bologna, NY Senate 62 (Primary) Robert Ortt, US Congress 24 (Primary) Claudia Tenney

SRF Financing Application

2. PROJECT INFORMATION

NOTE: Answers must be "yes" to all questions below and documents requested in subsections A through E provided in order for EFC to consider this application acceptable and to process your application. If you cannot answer "yes" to the questions below or cannot provide the requested documents, do not continue with this application until appropriate action is taken on the item required.

A. Engineering Report

Has the project engineering report been developed in accordance with the engineering report outline?

Yes

If no, the project engineering report may need to be amended.

B. Bond Resolution

Attached

C. District Formation, District Extension or Other OSC Approvals

For towns and counties – Office of State Comptroller (OSC) approval is required for district establishment or expansion, or when the maximum amount to be expended for such district is increased.

Not Applicable

D. Environmental Approvals (SEQR/SERP)

Has your environmental review (SEQR) been completed?

Yes

If Yes,

Attached

Action classified as:

Type II

E. SHPO Project Review Determination Letter

Projects will need to solicit a letter from Office of Parks, Recreation, and Historic Preservation (OPRHP) indicating that a suitable State Historic Preservation Office (SHPO) review of potential impacts on historic properties and resources has been initiated or completed.

Attached

F. Environmental Justice Considerations

Will the impacts of the proposed water quality improvement project demonstrate a benefit to an Environmental Justice (EJ) area or Disadvantaged Community (DAC), community, or street location as indicated on maps available at DEC's website and DECInfo Locator mapper?

Yes

The DECInfo Locator mapper can be found at
<https://gisservices.dec.ny.gov/gis/dil/>.

If yes, please describe. If no, include a statement that no EJ areas or DACs are served by your project.

Yes, a majority of the City is considered both environmental justice areas and disadvantaged communities.

SRF Financing Application

3. PROJECT PERMITS AND APPROVALS

| Applicable Permits / Approvals | | Required | Status | Date Applied | Date Approved |
|--------------------------------|---|-------------------------------------|--------|--------------|---------------|
| A. | NYS DEC Environmental Permits | | | | |
| 1. | Water Supply Application | <input type="checkbox"/> | | | |
| 2. | Wetlands | <input type="checkbox"/> | | | |
| 3. | Water Protection | <input type="checkbox"/> | | | |
| 4. | Excavation & Fill | <input type="checkbox"/> | | | |
| 5. | SPDES | <input type="checkbox"/> | | | |
| 6. | Waste Transporter | <input type="checkbox"/> | | | |
| 7. | Coastal Erosion Hazard Areas | <input type="checkbox"/> | | | |
| 8. | Long Island Wells Program | <input type="checkbox"/> | | | |
| 9. | Air Pollution Control | <input type="checkbox"/> | | | |
| 10. | Wild, Scenic, & Recreation Rivers | <input type="checkbox"/> | | | |
| 11. | Water Quality Certification | <input type="checkbox"/> | | | |
| 12. | Flood Plain Management | <input type="checkbox"/> | | | |
| B. | NYS OSC Approval for Towns in the Adirondack Park | <input type="checkbox"/> | | | |
| C. | NYS Department of Transportation | <input type="checkbox"/> | | | |
| D. | NYS Department of State | <input type="checkbox"/> | | | |
| E. | U.S. Army Corps of Engineers | <input type="checkbox"/> | | | |
| F. | Railroads Rights-of-Way | <input type="checkbox"/> | | | |
| G. | NYS Adirondack Park Agency | <input type="checkbox"/> | | | |
| H. | NYS Agriculture & Markets - Agricultural District | <input type="checkbox"/> | | | |
| I. | New York City Watershed Protection | <input type="checkbox"/> | | | |
| J. | City/Town/Village Board | <input checked="" type="checkbox"/> | | | |
| K. | City/Town/Village Planning Board | <input type="checkbox"/> | | | |
| L. | City/Town Zoning Board | <input type="checkbox"/> | | | |
| M. | City/County Health Department | <input checked="" type="checkbox"/> | | | |
| N. | Other Local Agencies | <input type="checkbox"/> | | | |
| O. | NYS Health Department | <input checked="" type="checkbox"/> | | | |
| P. | Other Permits list below | | | | |
| 1. | City - Contractor Work Permit | <input checked="" type="checkbox"/> | | | |

4. CONTACT LIST

| | | | | | |
|---------------------------------|---------------|--------|--------------------------|-------|---------------------------|
| Highest Elected Official | | | | | |
| Salutation: | First: | John | Middle: | Last: | Lombardi III Title: Mayor |
| Address: | 1 Locks Plaza | | | | |
| City: | Lockport | State: | NY | Zip: | 140943623 |
| Phone: | 716-439-6665 | Email: | jlombardi@lockportny.gov | | |
| Term Office Expires: | | | | | |

SRF Financing Application

| | | | | | |
|--|--------------|---------|---------------------------------|-------|--------------------------------------|
| Authorized Representative | | | | | |
| Salutation: | First: | Daniel | Middle: | Last: | Cavallari Title: Director of Finance |
| Address: 1 Locks Plaza | | | | | |
| City: | Lockport | State: | NY | Zip: | 14094 |
| Phone: | 716-439-6631 | Email: | dcavallari@lockportny.gov | | |
| Chief Fiscal Officer | | | | | |
| Salutation: | First: | Sue | Middle: | Last: | Mawhiney Title: Treasurer |
| Address: 1 Locks Plaza | | | | | |
| City: | Lockport | State: | NY | Zip: | 140943623 |
| Phone: | 716-439-6743 | Email: | smawhiney@lockportny.gov | | |
| Term Office Expires: | | | | | |
| Clerk | | | | | |
| Salutation: | First: | Emily | Middle: | Last: | Stoddard Title: Clerk |
| Address: 1 Locks Plaza | | | | | |
| City: | Lockport | State: | NY | Zip: | 140943623 |
| Phone: | 716-439-6676 | Email: | cityclerk@lockportny.gov | | |
| Accounts Payable | | | | | |
| Salutation: | First: | | Middle: | Last: | Title: |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Phone: | | Email: | | | |
| Term Office Expires: | | | | | |
| Minority Business Officer | | | | | |
| Salutation: | First: | Daniel | Middle: | Last: | Cavallari Title: Director of Finance |
| Address: 1 Locks Plaza | | | | | |
| City: | Lockport | State: | NY | Zip: | 140943623 |
| Phone: | 716-439-6631 | Email: | dcavallari@lockportny.gov | | |
| Daily Contact | | | | | |
| Salutation: | First: | Kaitlyn | Middle: | Last: | Stephany Title: Associate |
| Address: Municipal Solutions 62 Main Street | | | | | |
| City: | LeRoy | State: | NY | Zip: | 14482 |
| Phone: | 585-768-2136 | Email: | kstephany@municipalsolution.com | | |

SRF Financing Application

| | | | | | |
|----------------------------|------------------------|---------|-------------------------------|--------|-------|
| Consulting Engineer | | | | | |
| Salutation: | First: | Middle: | Last: | Title: | |
| Address: | 80 Main Street, Unit A | | | | |
| City: | Lockport | State: | NY | Zip: | 14094 |
| Phone: | 716-827-8000 | Email: | mmarino@nussclarke.com | | |
| Local Counsel | | | | | |
| Salutation: | First: | Middle: | Last: | Title: | |
| Address: | 1 Locks Plaza | | | | |
| City: | Lockport | State: | NY | Zip: | 14094 |
| Phone: | 716-439-6776 | Email: | dblackley@lockportny.gov | | |
| Bond Counsel | | | | | |
| Salutation: | First: | Middle: | Last: | Title: | |
| Address: | 51 West 52nd Street | | | | |
| City: | New York | State: | NY | Zip: | 10019 |
| Phone: | 212-506-5211 | Email: | dgoodfriend@orrick.com | | |
| Financial Advisor | | | | | |
| Salutation: | First: | Middle: | Last: | Title: | |
| Address: | 62 Main Street | | | | |
| City: | LeRoy | State: | NY | Zip: | 14482 |
| Phone: | 585-768-2136 | Email: | mrsmith@municipalsolution.com | | |
| Additional Contact | | | | | |
| Salutation: | First: | Middle: | Last: | Title: | |
| Address: | | | | | |
| City: | State: | Zip: | | | |
| Phone: | Email: | | | | |

5. PROJECT BUDGET AND CONSTRUCTION COSTS

A. Construction Contracts

| | | | |
|--|------------------|---|--------------|
| Contract Number: | 1 | Contract Amount: | \$17,287,500 |
| Contractor Name: | To Be Determined | | |
| Submit Project Plans & Specifications for review & approval: | 6/15/2026 | Award Bids: | 9/15/2026 |
| Construction Start: | 10/15/2026 | Placed in Service (Substantial Completion): | 10/15/2027 |
| Construction Completion (Final): | 12/31/2027 | | |

SRF Financing Application

B. Total Project Budget for SRF Projects

| | |
|---|-----------------------------------|
| 1. Construction Costs: | |
| Contract Total: | \$17,287,500 |
| 2. Engineering Costs: | \$2,593,125 |
| 3. Other Expense: | |
| Local Counsel: | \$0 |
| Bond Counsel: | \$20,000 |
| Work Force - Technical: | \$0 |
| Work Force - Administration: | \$0 |
| Fiscal Services: | \$41,000 |
| Net Interest: | \$0 |
| Miscellaneous: | \$5,000 |
| | Legal ads, Permits, Postage, etc. |
| 4. Equipment: | \$0 |
| 5. Land Acquisition: | \$0 |
| 6. Contingencies: | \$530,419 |
| 7. Total Project Costs: | \$20,477,044 |
| 8. Less: Other Sources of Funding: | \$0 |
| 9. Project Costs to be Financed with SRF (line 7 minus line 8): | \$20,477,044 |

C. Other Sources of Funding ¹

| Funding Source | Other Source Description | Applied | Approved | Received | Amount | Pre-Financing with SRF Short-Term Financing? |
|----------------|--------------------------|---------|----------|----------|--------|--|
|----------------|--------------------------|---------|----------|----------|--------|--|

¹ Please review your co-funding application contracts for terms & conditions of pre-financing or refunding options.

SRF Financing Application

6. INTERMUNICIPAL OR OTHER AGREEMENTS

Has the applicant entered into, or is the applicant contemplating entering into, any agreement(s) between itself and any other municipality (or municipalities) or any other entity regarding the sharing of responsibility for ownership, construction, payment, use, operation or maintenance of the project?

No

7. TAX IMPLICATION QUESTIONS

Non-Government Users

Are there any current or projected non-governmental users of the system with which the system/applicant has a specific contractual agreement as to rates and charges which are not available to the general public?

No

Private Operating Agreements

Has the applicant contracted with a private firm for the operation of the facility to be financed?

No

8. LITIGATION

Is there any litigation threatened or existing which would affect this project or substantially impair the applicant's ability to pay debt service on its indebtedness?

No

9. PROJECT DEBT ISSUANCE INFORMATION

Has there been any debt issued for project?

No

SRF funds may be issued to refinance a prior source of project financing, including existing BANs and Bonds. Will SRF financing be used to refinance notes or bonds?

No

Do you plan to issue any new debt between submission of your SRF financing application and anticipated SRF closing?

No

Debt Issued:

¹ Please review your co-funding application contracts for terms & conditions of pre-financing or refunding options.

10. FINANCIAL REPORTS

What was the last year you filed an Annual Financial Report (AFR?)

12/31/2

023

11. AUDITS

Has the Applicant recently undergone an audit by the Office of the State Comptroller or other state or federal regulatory agency?

No

Is any such audit or formal review underway currently, or has the Applicant been notified that a review or audit will be conducted in the future?

No

12. TAX COLLECTION PROCEDURES

SRF Financing Application

Describe current real property tax levy and collection procedures (i.e., calendar for tax levy, penalty rates, and enforcement including foreclosure procedures).

Taxes are due during the month of January. Taxes paid thereafter carry a penalty of 3% during February, 5% during March, and 6% during April. Beginning May 1, the penalty is 6% plus 1/2% per month through December 15. Liens which are older than two years may be foreclosed, at which time title is transferred to the City and the City may sell the property.

13. ECONOMIC AND FINANCIAL DATA

Are you submitting an Official Statement or continuing disclosure document(s) as part of this application?

Yes

A. Largest Employers

| | Employer | Type of Business | Number of Employees |
|---|-------------------------------|--------------------------------|---------------------|
| 1 | General Motors Corp | Manufacturer - Auto Part | 1,587 |
| 2 | County of Niagara | Government | 1,485 |
| 3 | Lockport City School District | Public Education | 800 |
| 4 | Candlelight Cabinetry | Manufacturer - Custom Cabinets | 218 |
| 5 | City of Lockport | Government | 211 |
| 6 | MAHLE Behr Troy Inc. | Manufacturer - Auto Parts | 210 |
| 7 | Diversified Manufacturing | Specialty Fabricating | 150 |

B. Largest Real Property Taxpayers

| | Taxpayer | Type of Business | Assessed Valuation | Exemption | Dispute |
|----|--------------------------------|--------------------|--------------------|-----------|---------|
| 1 | NYS Electric & Gas Corporation | Utility | \$56,253,653 | No | No |
| 2 | GM Components Holding LLC | Industrial | \$28,880,000 | No | No |
| 3 | National Grid | Utility | \$23,561,570 | No | No |
| 4 | Nebula Holdings LLC | Commercial | \$6,961,800 | No | No |
| 5 | Park Lane Circle LLC | Apartment / Health | \$5,000,000 | No | No |
| 6 | Maximus 909 Lincoln LLC | Commercial | \$4,160,000 | No | No |
| 7 | Pulsar Properties | Commercial | \$4,140,000 | No | No |
| 8 | BG271 Properties | Commercial | \$4,000,000 | No | No |
| 9 | MAHLE Behr USE Inc | Commercial | \$3,860,000 | No | No |
| 10 | FerryPort Wings | Commercial | \$3,850,000 | No | No |

C. Taxable Assessed Value

| | | | | |
|---------|-----------------|-----------------|-----------------|---------------|
| Year: | 2025 | 2024 | 2023 | 2022 |
| Amount: | \$1,316,260,360 | \$1,253,537,817 | \$1,167,997,805 | \$695,217,910 |

D. Applicant's Indebtedness

1. Debt Summary Data and Calculations

Statement of Debt Contracting Power as of:

8/15/2025

SRF Financing Application

| | |
|--|-----------------|
| a) Average of full valuation of taxable real property for the five most recent years (including current year): | \$1,145,436,753 |
| b) Debt limit (7% of five-year average full valuation in a) above). | \$80,180,573 |
| c) Long-Term Indebtedness | \$8,353,191 |
| d) Bond Anticipation Notes | \$2,351,140 |
| e) Total Gross Indebtedness (e = c + d) | \$10,704,331 |
| f) Exclusions (list separately) | \$4,190,000 |

| Type (specify water, sewer, or other) | Amount |
|---------------------------------------|-------------|
| Water Indebtedness | \$4,190,000 |

| | |
|---|--------------|
| g) Total Net Indebtedness (g = e - f) | \$6,514,331 |
| h) Net Debt Contracting Margin (h = b - g) (unused debt capacity) | \$73,666,242 |
| i) Debt Contracting Power Exhausted (i = (g ÷ b) × 100) | \$8 |
| j) Debt Contracting Power Remaining ¹ (j = 100 - i) | \$92 |

¹ If debt contracting power with this potential financing exceeds 100% contact your local counsel (CWSRF only).

2. Applicant's Outstanding General Obligation and Revenue Bonded Debt as of:

8/15/2025

Provide a debt service summary, including principal retirement, for all outstanding general obligation and revenue bonded debt for the applicant's current fiscal year and the next 10 fiscal years (Do not include short-term obligations):

| Fiscal Year Ending | Principal (a) | Interest (b) | Total Debt Service (a+b) |
|--------------------|---------------|--------------|--------------------------|
| 12/31/2025 | \$789,000 | \$166,364 | \$955,364 |
| 12/31/2026 | \$475,191 | \$260,778 | \$735,969 |
| 12/31/2027 | \$503,000 | \$213,000 | \$716,000 |
| 12/31/2028 | \$468,000 | \$200,286 | \$668,286 |
| 12/31/2029 | \$478,000 | \$187,815 | \$665,815 |
| 12/31/2030 | \$463,000 | \$175,399 | \$638,399 |
| 12/31/2031 | \$473,000 | \$163,062 | \$636,062 |
| 12/31/2032 | \$483,000 | \$150,412 | \$633,412 |
| 12/31/2033 | \$488,000 | \$137,546 | \$625,546 |
| 12/31/2034 | \$368,000 | \$125,695 | \$493,695 |
| 12/31/2035 | \$303,000 | \$115,511 | \$418,511 |

E. Planned Debt Issuance

Describe current plans for non-project related authorized debt for the next three years. This information is available from the Applicant's CFO.

Please see attached.

F. State Aid Pledged as Security

Are you aware of any State Aid or Local Assistance Payments pledged as security for the repayment of debt?

No

SRF Financing Application

14. SMART GROWTH

1. Does the project advance or otherwise involve the use of, maintenance, or improvement of existing infrastructure?

Yes

2. Is the project located wholly or partially in a municipal center, characterized by any of the following? Check all that apply:

- ☒ A city or a village
- ☐ Area of concentrated and mixed land use that serves as a center for various activities including, but not limited to:
- ☐ Central business districts (such as the commercial and often geographic heart of a municipality, "downtown", "city center")
 - ☐ Main streets (such as the primary retail street of a village, town, or small city. It is usually a focal point for shops and retailers in the central business district, and is most often used in reference to retailing and socializing)
 - ☐ Downtown areas (such as a city's core (or center) or central business district, usually in a geographical, commercial, and community sense)
 - ☐ Brownfield Opportunity Areas
 - ☐ Downtown areas of Local Waterfront Revitalization Program areas
 - ☐ Locations of transit-oriented development (such as projects serving areas that have access to mass or public transit for residents)
 - ☐ Environmental Justice Areas
 - ☐ Hardship Areas

3. Is the project located adjacent to municipal centers (please see characteristics in question 2 above) with clearly defined borders, in an area designated for concentrated development in the future by a municipal or regional comprehensive plan that exhibits strong land use, transportation, infrastructure, and economic connections to an existing municipal center?

Yes

4. Is the project located in an area designated by a municipal or comprehensive plan, and appropriately zoned, as a future municipal center?

Yes

5. Is the project located wholly or partially in a developed area or an area designated for concentrated infill development in accordance with a municipally approved comprehensive land use plan, a local waterfront revitalization plan, Brownfield Opportunity Area plan, or other development plan?

No

6. Does the project preserve and enhance the state's resources, including agricultural lands, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and/or significant historic and archaeological resources?

Yes

7. Does the project foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation, and commercial development and/or the integration of all income and age groups?

Yes

8. Does the project provide mobility through transportation choices, including improved public transportation and reduced automobile dependency?

Not Applicable

9.

SRF Financing Application

Does the project demonstrate coordination among state, regional, and local planning and governmental officials? (Demonstration may include State Environmental Quality Review ["SEQR"] coordination with involved and interested agencies, district formation, agreements between involved parties such as intermunicipal agreements, letters of support, State Pollutant Discharge Elimination System ["SPDES"] permit issuance/revision notices, consent orders or other compliance or enforcement related agreements or settlements, etc.).

Yes

10. Does the project involve community-based planning and collaboration?

Yes

11. Is the project consistent with local building and land use codes?

Yes

12. Does the project promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations?

Yes

13. During the development of the project, was there broad-based public involvement? (May include SEQR coordination with involved and interested agencies, SPDES permit issuance/revision notice, approval of Bond Resolution, district formation, evidence of public hearings, Environmental Notice Bulletin ["ENB"] or other published notices, letters of support, etc.).

Yes

14. Does the Applicant have an ongoing governance structure to sustain the implementation of community planning?

Yes

15. Does the project mitigate future physical climate risk due to sea level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data if applicable?

Not Applicable

15. PROGRAM REQUIREMENT ACKNOWLEDGEMENTS

- A. Disadvantaged Business Enterprise, Minority and Women Business Enterprise, and Equal Employment Opportunity (DBE-MWBE-EEO)

1. As a condition of receiving SRF financial assistance, you are required to comply with New York State Executive Law, Article 15-A or the Disadvantaged Business Enterprise requirements of 40 CFR Part 33 with respect to MWBE participation opportunities.
2. As a condition of receiving SRF financial assistance, you must also comply with the Equal Employment Opportunities requirements of Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1

Acknowledged

- B. Davis Bacon Prevailing Wages

In addition to any other applicable State or local prevailing wage requirements, workers on SRF funded construction contracts are required to be paid the higher of State, local or federal prevailing wages (applies to treatment works projects only for CWSRF and all projects for DWSRF).

Acknowledged

- C. American Iron and Steel (AIS)

All iron and steel that is permanently incorporated into CWSRF treatment works projects and all DWSRF projects must be produced domestically, per EPA AIS requirements.

Acknowledged

SRF Financing Application

16. REQUIRED DOCUMENTS

| Document Type | File Name | Description | Uploaded Date | Uploaded By Email |
|------------------------------------|---|-------------------------------|---------------|---------------------------------|
| Annual Financial Report | 2023 AFR_Lockport C.pdf | 2023 AFR | 8/15/2025 | Kstephany@municipalsolution.com |
| Official Statement | Lockport C_FOS \$1,717,191 SB 04-25.pdf | | 8/15/2025 | Kstephany@municipalsolution.com |
| Other | Capital Project Plans Lockport C_OS \$1,717,191 SB 04-25.pdf | Capital Project Plans | 8/15/2025 | Kstephany@municipalsolution.com |
| Bond Resolution | BR \$20,477,044 LSL Replacement_Lockport C 08-13-25.pdf | Bond Resolution | 8/15/2025 | Kstephany@municipalsolution.com |
| Engineering Report | Engineering Report_LSL Replacement_Lockport C 06-2024.pdf | | 8/15/2025 | Kstephany@municipalsolution.com |
| Environmental Review Documentation | SEQR Type II Resolution_LSL Replace_Lockport C 8-13 -25.pdf | SEQR resolution | 8/15/2025 | Kstephany@municipalsolution.com |
| Other | 2025 05 07 EXECUTED Contract LSL Replacement (19807) _SRFA SRFC FS_Lockport C.pdf | Municipal Solutions agreement | 8/15/2025 | Kstephany@municipalsolution.com |
| Audited Financial Statements | 2024 Audit Rpt WS_LockportC.pdf | 2024 Audit | 8/25/2025 | Kstephany@municipalsolution.com |
| SHPO Project Review Determination | SHPO Letter_LSL Replace_Lockport C 8- 2025.pdf | SHPO letter | 8/27/2025 | Kstephany@municipalsolution.com |
| Signature for Application | Signature Page_LSL Replacement_Lockport C (signed).pdf | Signature for Application | 8/27/2025 | Kstephany@municipalsolution.com |



**NUSSBAUMER
& CLARKE, INC.**
ENGINEERS AND SURVEYORS

Hazen

City of Lockport

NYS Bipartisan Infrastructure Law / NYS Drinking Water State Revolving Fund

Lead Service Line Replacement Engineering Report

June 14, 2024



TABLE OF CONTENTS

| | |
|---|-------------|
| EXECUTIVE SUMMARY | 1-1 |
| 1. SYSTEM BACKGROUND | 1-3 |
| 1.1 Water System Description..... | 1-3 |
| 1.2 Existing Service Line Inventory | 1-3 |
| 1.3 Service Line Ownership/Responsible Party | 1-3 |
| 1.4 Lead History | 1-3 |
| 1.5 Additional Pertinent Information | 1-4 |
| 2. PROJECT DESCRIPTION..... | 2-6 |
| 2.1 Project Administration | 2-6 |
| 2.2 Performance of Work | 2-6 |
| 2.3 LSL Replacement Activities | 2-6 |
| 2.3.1 Overview | 2-6 |
| 2.3.1 Pre-Construction Activities | 2-8 |
| 2.3.2 Service Line Inspections..... | 2-8 |
| 2.3.3 Customer Notification | 2-8 |
| 2.3.4 Private Property Access | 2-9 |
| 2.3.5 Post LSLR Activities | 2-9 |
| 2.3.6 Flushing Activities..... | 2-9 |
| 2.3.7 Point of Use Filters | 2-10 |
| 2.3.8 Sampling | 2-10 |
| 3. PROJECT BUDGET | 3-11 |
| 4. PROJECT SCHEDULE | 4-12 |
| LIST OF TABLES | |
| Table ES-1: Project Cost Estimate (from AWWA, 2022) | 1-2 |
| Table ES-2: Project Schedule | 1-2 |
| Table 1: Project EJ Census Information | 1-4 |
| Table 2: Project Cost Estimate (from AWWA, 2022) | 3-11 |
| Table 3: Project Schedule | 4-12 |
| LIST OF FIGURES | |
| Figure 1: Lead Sampling Results | 1-4 |
| Figure 2: Project Area with Potential EJ Areas and Census Blocks..... | 1-5 |
| Figure 3: Project Organizational Structure..... | 2-6 |
| Figure 4: Summary of LSL Process and Coordination..... | 2-7 |

LIST OF ACRONYMS

| Abbreviation | Definition |
|--------------|---|
| AL | Action Level |
| AWWA | American Water Works Association |
| BIL | Bipartisan Infrastructure Law |
| City | City of Lockport |
| DOH | Department of Health |
| DWSRF | Drinking Water State Revolving Fund |
| EFC | Environmental Facilities Corporation |
| IUP | Intended Use Plan |
| LCR | Lead and Copper Rule |
| LCRR | Lead and Copper Rule Revisions |
| LSL | Lead Service Line |
| MCL | Maximum Contaminant Level |
| MGD | Million Gallons per Day |
| MHI | Median Household Income |
| NYS | New York State |
| NYSDOH | New York State Department of Health |
| PEJA | Potential Environmental Justice Area |
| Ppb | Parts per Billion |
| USEPA | United States Environmental Protection Agency |
| WTP | Water Treatment Plant |

EXECUTIVE SUMMARY

Nussbaumer & Clarke, Inc. (Nussbaumer) and Hazen and Sawyer (Hazen) were retained by the City of Lockport (City) to prepare an Engineering Report in compliance with the New York State (NYS) Department of Health (DOH)'s July 2022 document Lead Service Line Submission Guidance to support submission to the Bipartisan Infrastructure Law (BIL) and Drinking Water State Revolving Fund (DWSRF) administered by the NYS Environmental Facilities Corporation (NYSEFC).

The City serves approximately 20,722 customers in the City of Lockport through approximately 7,739 water service lines. Based on a review of available water system records and observations from City water system staff, it is anticipated that all service lines in areas constructed prior to 1970 are lead from the water main to the curb box and galvanized from the curb box to the water meter, which is classified as a Lead Service Line (LSL) under the United States Environmental Protection Agency's (USEPA) Lead and Copper Rule Revisions (LCRR) and proposed Lead and Copper Rule Improvements (LCRI).

This submission serves to identify a Lead Service Line Replacement (LSLR) project in the City water system that is within a Potential Environmental Justice Area. This area includes 1,383 service lines in an area that is among the most disadvantaged in the City. All service lines in the selected project area are anticipated to have an LSL classification based on a review of water system records and as observed by City water system personnel. Of all the homes in the project area, 90% were built prior to 1950, and 67% were built in the 1800s.

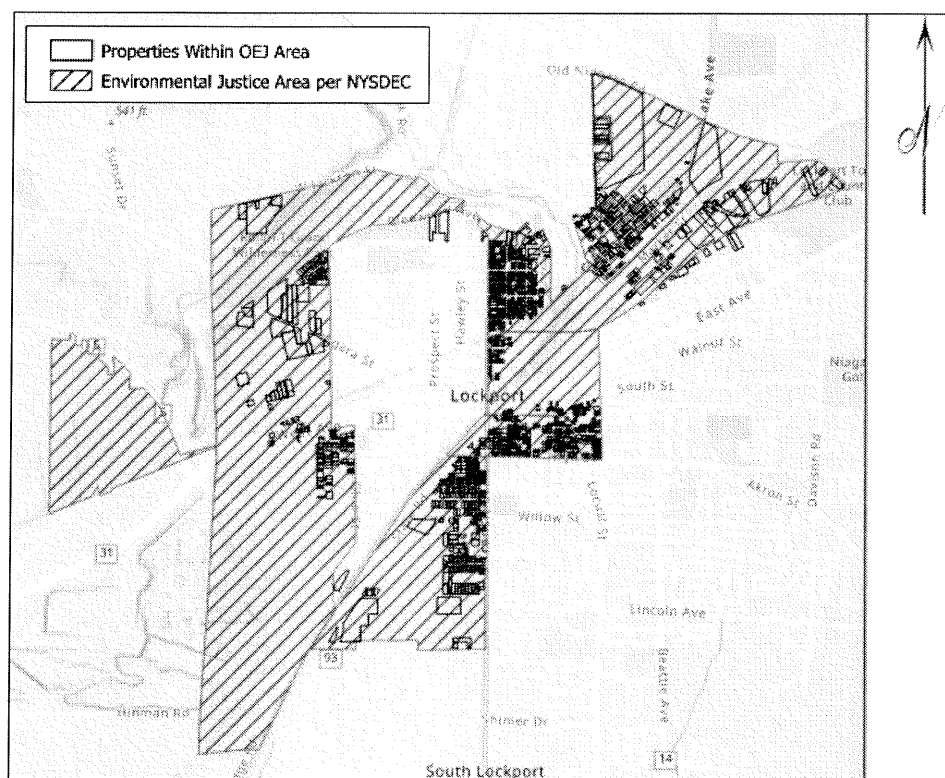


Figure ES-1. Project Area

The American Water Works Association (AWWA) funded a report titled *Considerations when Costing Lead Service Line Identification and Replacement* to inform the USEPA's development of the LCRI. Table ES-1 provides an overview of the major categories necessary to complete a lead service line replacement (LSLR) based on available industry data, cost trends and utility surveys. The average cost of \$12,500 per LSL was used in estimating the total project cost of \$17,287,500 for the City.

Table ES-1: Project Cost Estimate (from AWWA, 2022)

| LSLR Component | Minimum Cost (\$/LSLR) | Average Cost (\$/LSLR) | Maximum Cost (\$/LSLR) |
|---|------------------------|------------------------|------------------------|
| Full Replacement (Utility and Private Side) | \$6,000 | \$9,900 | \$30,000 |
| Restoration | \$1,769 | \$8,847 | \$2,919 |
| Engineering Services | \$660 | \$1,090 | \$3,300 |
| Internal Labor Administration | \$175 | \$289 | \$876 |
| Customer Outreach | \$108 | \$178 | \$539 |
| Permitting | \$576 | \$950 | \$2,879 |
| LSLR Unit Cost | | | \$12,500 |
| Quantity of LSLs | | | 1,383 |
| Total LSL Replacement Cost | | | \$17,287,500 |
| Administration, Engineering, and Construction Phase Services (15%) | | | \$2,593,125 |
| Total Project Cost | | | \$19,880,625 |

Table ES-2 provides an anticipated project schedule based on an assumed project funding award date of May 1, 2025.

Table ES-2. Project Schedule

| Activity | Timeframe |
|--|------------------------|
| Project Award | 5/1/2025 |
| City Agreement Start Date | 6/1/2025 |
| Design Phase | 6/1/2025 – 12/31/2025 |
| Bidding and Contractor Award | 1/1/2026 – 3/1/2026 |
| Construction Phase | 3/1/2026 – 11/1/2027 |
| Project Closeout and Inventory Updates | 11/1/2027 – 12/31/2027 |

1. SYSTEM BACKGROUND

1.1 Water System Description

The City of Lockport (City) Water Treatment Plant is a 12 million gallon per day (MGD) plant and serves the City of Lockport water distribution system. The City of Lockport Water Treatment Plant was constructed in 1930 and is located at 220 Summit Street, in the City of Lockport, Niagara County, New York. According to the City of Lockport Department of Public Utilities, Division of Water, Annual Drinking Water Quality Report for 2023, the City's water system serves a population 20,722 residents through 7,739 service connections. The City of Lockport's Water System map is provided in Appendix A.

1.2 Existing Service Line Inventory

The City's existing service connection lines inventory records are limited and only available in paper format. The City's service line inventory records are updated upon property transaction and service line materials are identified during routine water system operation and maintenance. Based upon system age, available distribution records and observation by City crews, it is anticipated that the majority of the water services lines for areas of the water system with homes built prior to 1970 are lead from the water distribution main to the curb box and galvanized from the curb box to the water meter.

1.3 Service Line Ownership/Responsible Party

The service line from the water main to the water meter is the responsibility of the property owner in the City. According to City Code, Chapter 185-5, Section K, "All water service, pipes, curb stops and curb stop boxes are considered the property of the property owner, who shall be responsible for any leakage which may occur the water main in the street and the building supplied. It shall be the responsibility of such property owner to maintain such service pipe in a nonleaking condition at all times and at his own expense".

1.4 Lead History

The City routinely monitors and documents their treated drinking water supply for lead in accordance with Federal and State Law. Historical lead compliance sampling results between 1992 and 2023 are shown in Figure 1. The 90th percentile lead levels have varied between 1 and 12.7 parts per billion (ppb), all below the current lead Action Level (AL) of 15 ppb. However, 90th percentiles lead levels observed in the last five monitoring periods have been near the proposed lower lead action level of 10 ppb under the Lead and Copper Rule Improvements. Additionally, lead levels as high as 30.2 ppb were observed during the 2023 monitoring period.

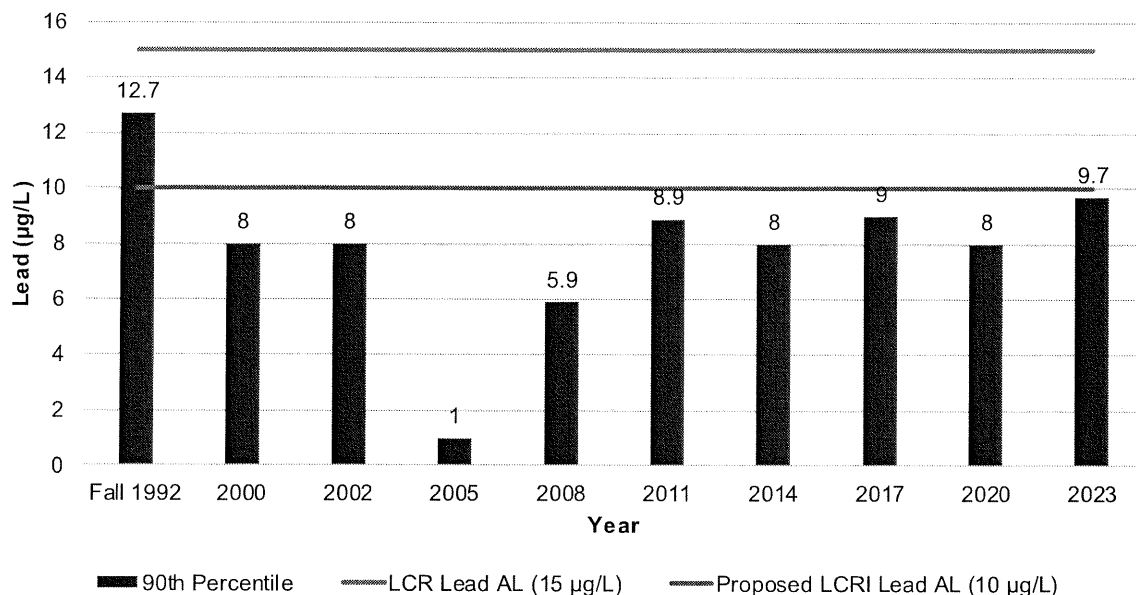


Figure 1: Lead Sampling Results

The City's current LCR sample pool consists of Tier 1 single family homes suspected to be served by LSLs. Compliance will require 5th liter sampling to better represent water quality conditions at the service line and furthermore under the expected LCRI, both 1st and 5th liter sampling will be conducted, in which the higher lead level will be reported.

1.5 Additional Pertinent Information

The project focus area in the City of Lockport includes six potential environmental justice (EJ) areas. Table 1 presents demographic information of the census blocks in the project area, including the percentage below poverty level and percentage minority population. The population below the poverty level is between 18% and 36.5% and the minority population is between 5% and 46%. A map of potential EJ area communities and census blocks within the City of Lockport, as established by NYSDEC is shown in Figure 2.

Table 1: Project EJ Census Information

| Census Block Group Number | Percentage Below Poverty Level | Percentage Minority Population |
|---------------------------|--------------------------------|--------------------------------|
| 15000US360630236002 | 28.90 | 16.49 |
| 15000US360630239012 | 17.74 | 46.01 |
| 15000US360630237001 | 28.99 | 26.19 |
| 15000US360630237002 | 29.42 | 35.18 |
| 15000US360630235001 | 31.70 | 15.42 |
| 15000US360630235003 | 36.50 | 4.99 |

City of Lockport
Lead Service Line Replacement Engineering Report

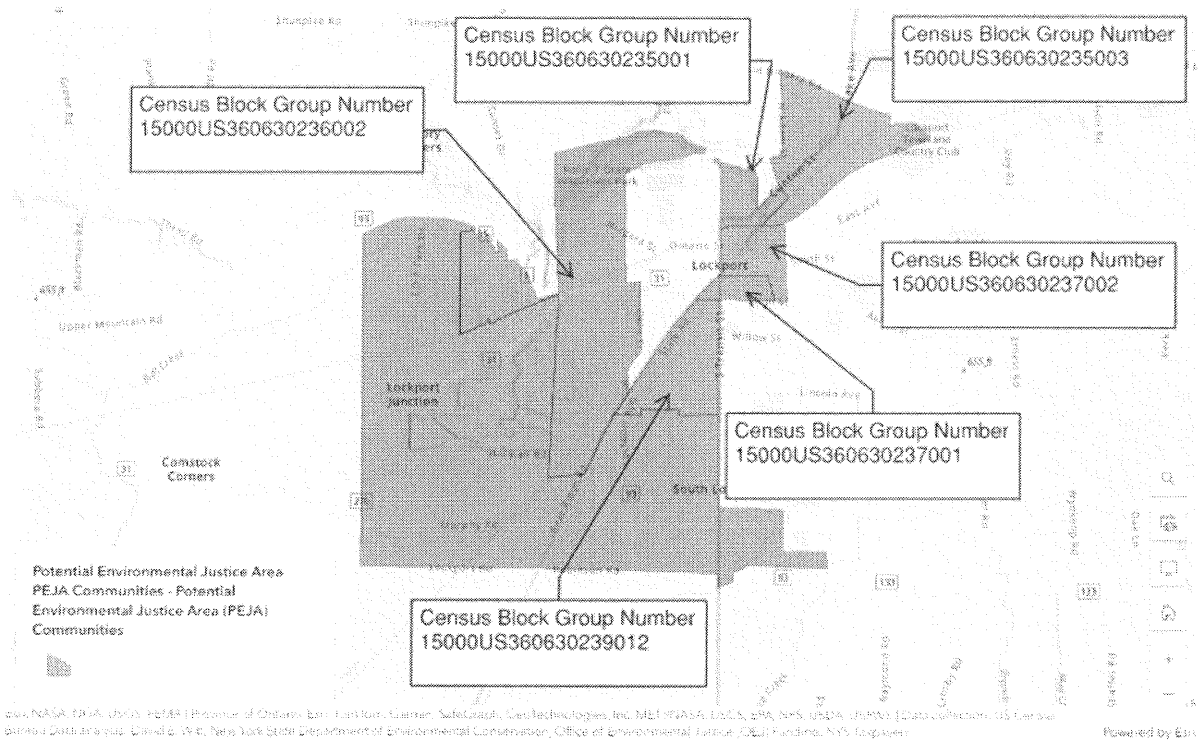


Figure 2: Project Area with Potential EJ Areas and Census Blocks

2. PROJECT DESCRIPTION

2.1 Project Administration

The Project team consisting of key members from the City, Nussbaumer and Hazen is described in Figure 3, including organization, role and contact information.

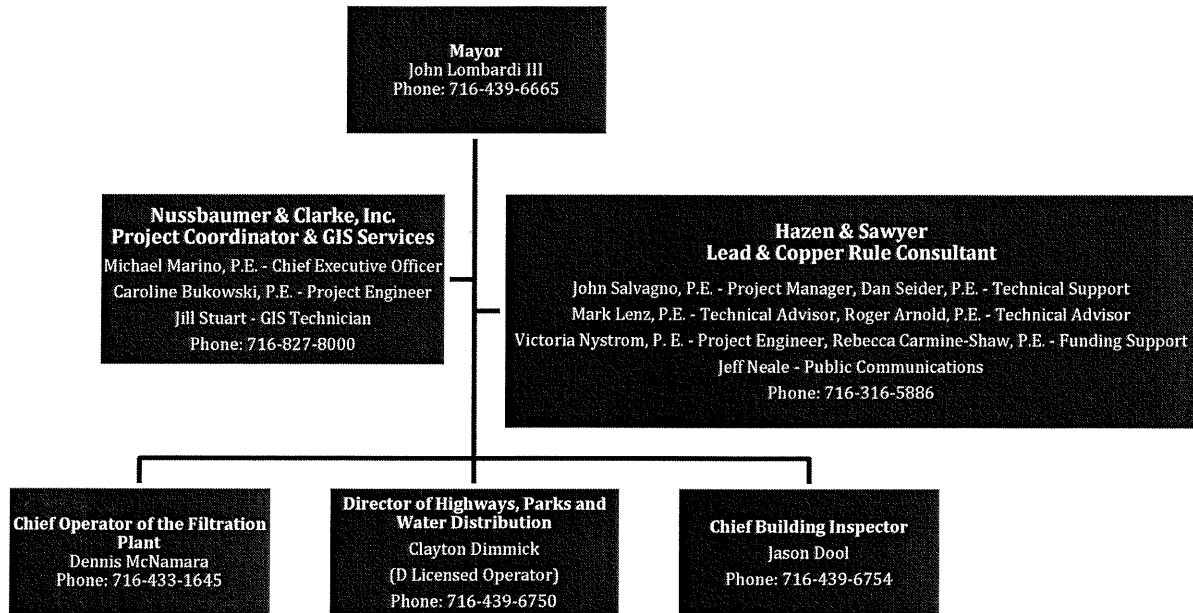


Figure 3: Project Organizational Structure

2.2 Performance of Work

The Nussbaumer and Hazen team will support the City in obtaining bids for the construction contracts for this project. The bidding phase is expected to be approximately two months in duration, including a three-to four week period between publication of the Advertisement for Bids and the bid opening. For the construction duration, the team will support the City with construction progress meetings, Contractor submittal review, and Change Order processing. Resident Project Representative services will be provided for the duration of the project. Final documentation of the lead service line replacements will be reflected in the City's inventory upon completion.

2.3 LSL Replacement Activities

2.3.1 Overview

Completing a LSL replacement project requires a significant amount of coordination between the City, customer, and contractor performing the work. The goal is to achieve a full LSL replacement to minimize lead exposure caused by disturbing the service line during a partial LSLR. In order to minimize the risks, the replacement of the entire service line should be performed as close to the same time as possible, which requires a coordinated approach to LSLR. The process to coordinate LSLRs with customers during planned water main replacement projects is summarized in Figure 4.

Full LSLR Process

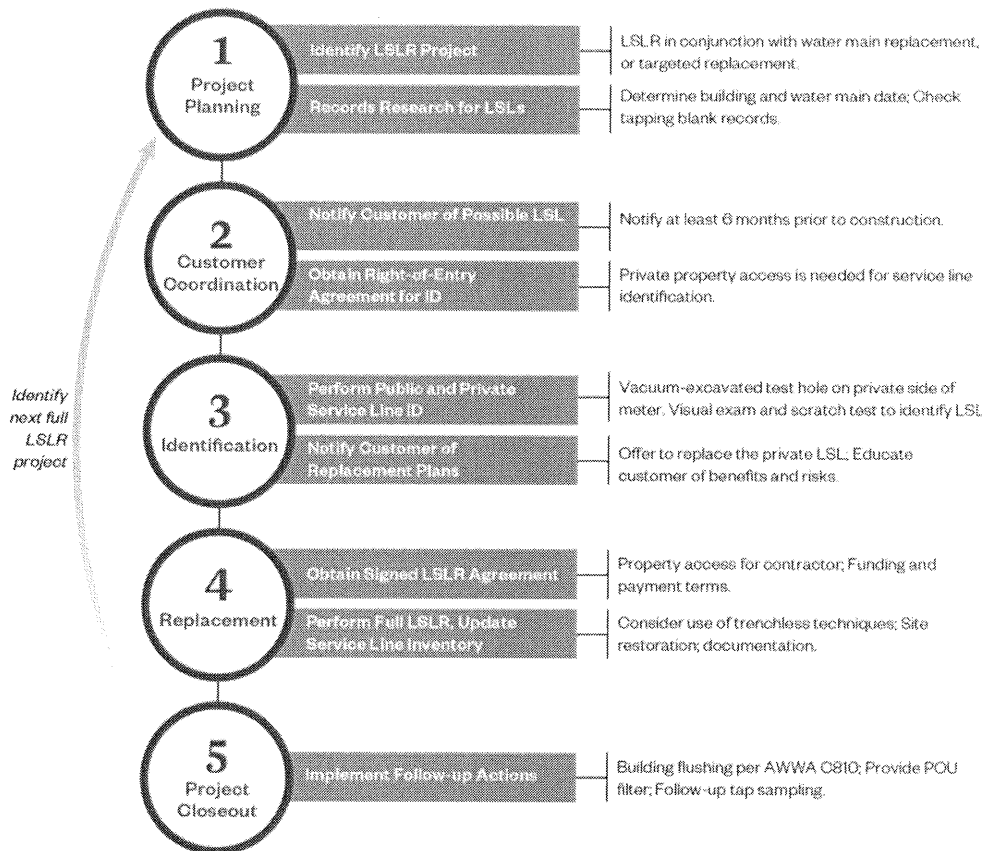


Figure 4: Summary of LSL Process and Coordination

Key steps shown in **Figure 4** are further described as follows and detailed in the following subsections:

- 1a. During project design, identify service connections affected and determine the construction or installation year of associated buildings and water mains.
- 1b. Coordinate with the City to identify the service request and water service account records for information on prior service line work.
- 2a. Notify customers of the upcoming construction project and possible presence of LSLs at least 6 months in advance of the planned construction project.
- 2b. Obtain right-of-entry for an interior service line inspection at the meter (if visible within the building/basement/crawlspace) or perform a test hole on private property at fixed distance from the curb stop.
- 3a. Identify public and private service line materials and update service line inventory.
- 3b. Notify customers with LSLs or galvanized iron service line downstream of existing or former LSL (which are defined as LSLs) at least 45 days prior to replacement, including notification that LSLR may cause a temporary increase in lead levels.
4. If the customer agrees to full LSLR, obtain right-of-entry for LSLR construction and establish a LSLR agreement either through the City or directly with the City's contractor.
5. Perform replacements and record new service line materials in inventory.

2.3.1 Pre-Construction Activities

The AWWA C810 standard describes that a replacement plan should be established for each site to assess the schedule and the anticipated amount of time the customers will be impacted. This information will be communicated to the customer in advance of service line replacement.

Each site should be examined to select appropriate construction methods. Site features and potential subsurface conflicts, such as existing utilities, irrigation systems, fence posts, walls, or trees will be examined on the site prior to replacement. Existing utilities should be located and marked prior to construction.

Prior to replacement, the service line must be isolated. If service line replacement is performed in conjunction with a water main replacement project, the water service will be shutoff for the neighborhood for pipe replacement tie-in and the new service line can be connected to the new water main prior to startup. For individual service line replacements, the water must be shutoff at the corporation stop on the water main to isolate the service line or be permanently isolated at the main if there will be a new tap on the main.

2.3.2 Service Line Inspections

The AWWA C810 Standard lists documentation steps to complete during a service line replacement in order to form a comprehensive record of the activity. On the day of replacement, it is important to document the following prior to beginning replacement:

- Take a photo of the home including the house number.
- Take photos of the test pits (if present) and curb box with existing service line and connections.
- Measure the length and diameter of the existing service line and note the materials.
- Make a record of the material of the new service line to be installed on both the private and public side.
- Record the internal plumbing material that the service line connects to inside the home.
- Record the method of construction to be used.
- Record the intended fate of the existing service line materials such as whether the pipes were abandoned in place, how much was abandoned or removed, and specific service line locations of where the old service line is.

This information will be utilized by the City to update its service line inventory and update the system-wide estimate of the quantity of LSLs.

2.3.3 Customer Notification

When planning a LSLR project, the owner/customer must be notified of the planned construction work in advance to initiate the LSLR coordination process. It is recommended that customers be notified about the project at least six months in advance and again at the required 45 days of the planned construction start date. The additional advance notice

allows time for customer coordination including gaining private property access and securing all required right-of-entry agreements.

2.3.4 Private Property Access

For each building with a potential LSL, a right-of-entry agreement will be needed to perform any intrusive construction work associated with identification or replacement. Identification practices that do not require disturbance of land can be performed with advance notification to the property owner and resident, if the property is occupied by someone other than the homeowner. For buildings with a basement or accessible crawlspace, the service line can be potentially identified by examining the pipe where it enters the interior of the building. In other cases, the service line will need to be identified by performing a vacuum-excavated test hole on private property. The test hole location should typically be approximately 5 to 10 feet from the curb box and can be adjusted in coordination with the property owner to minimize site impacts.

2.3.5 Post LSLR Activities

The City will need to provide the following to the residents after each full or partial LSLR or other LSL disturbance:

- Flushing instructions
- A POU pitcher filter with six months of replacement cartridges and instructions for use of the POU filter
- Guidelines for follow-up sampling to be performed between three and six months after LSLR

These follow-up activities are detailed in the following subsections.

2.3.6 Flushing Activities

Immediately following the completion of all connections after a service line replacement, the utility should flush water from a straight pipe in place of the meter prior to the meter being connected or an outside connection such as a hose bib at full velocity for a minimum of 10 minutes. The flushing process, according to the AWWA C810 Standard, is summarized as follows:

1. Find all faucets that will drain on all floors of the home including the basement.
2. Remove aerators and screens where possible, including shower heads, from all taps to be flushed.
3. Include the laundry tubs, hose-bibs, bathtubs, and showers as flushing points.
4. After all aerators are removed, open the faucets all the way in the lowest floor in the house; leave all faucets running at highest rate possible using cold water.
5. After all faucets are open on the lowest floor, open the faucets on the next highest floor of the house; repeat until all faucets are open on all floors. Instructions should caution residents to monitor drainage and ensure that overflowing of sinks or tubs does not occur during flushing.
6. After all faucets are open, leave the water running for at least 30 minutes.

7. After 30 minutes, turn off the first faucet that was opened and then proceed to turn off all faucets in the order in which they were turned on.
8. Clean the aerators or screens at each faucet to remove any particles; replace any aerators that are too worn out or old to be used.

Routine flushing guidelines will be included in the resident flushing instructions documents.

2.3.7 Point of Use Filters

Under the LCR Revisions the City will be required to provide point-of-use (POU) filters to residents with six months of replacement cartridges instructions of use after full and partial LSLR. Filters must be certified according to the National Sanitation Foundation (NSF) Standard 53 for total lead removal and NSF Standard 42 for fine particulate removal.

2.3.8 Sampling

The LCR Revisions requires the water system to offer to collect a follow-up first-draw tap sample between three and six months after the service line is replaced to monitor lead levels in drinking water. After full LSLR, potential sources of lead could include the internal building plumbing materials (e.g. leaded solder or brass) or dislodged particulate lead remaining from service line construction. Similar to LCR compliance sampling, first-draw sampling can be performed by the residents, provided a sample bottle and sample collection instructions from the City.

As required in the LCR Revisions, the City will notify the customer of the results within the following timeframes:

- Lead Concentration above the Action Level – The customer must be notified within 3 days of receipt of lead and copper results by the City.
- Lead Concentration below the Action Level – The customer must be notified within 30 days of receipt of lead and copper results by the City.

3. PROJECT BUDGET

The American Water Works Association funded a report titled *Considerations when Costing Lead Service Line Identification and Replacement* to inform the USEPA's development of the LCRI. Table 2 provides an overview of the major categories necessary to complete LSLR based on available industry data, cost trends and utility surveys. The average cost of \$12,500 per LSL was used in determining the total estimated project cost of \$17,287,500.

Table 2: Project Cost Estimate (from AWWA, 2022)

| LSLR Component | Minimum Cost (\$/LSLR) | Average Cost (\$/LSLR) | Maximum Cost (\$/LSLR) |
|---|------------------------|------------------------|------------------------|
| Full Replacement (Utility and Private Side) | \$6,000 | \$9,900 | \$30,000 |
| Restoration ¹ | \$1,769 | \$8,847 | \$2,919 |
| Engineering Services | \$660 | \$1,090 | \$3,300 |
| Internal Labor Administration | \$175 | \$289 | \$876 |
| Customer Outreach | \$108 | \$178 | \$539 |
| Permitting | \$576 | \$950 | \$2,879 |
| LSLR Unit Cost | | | \$12,500 |
| Quantity of LSLs | | | 1,383 |
| Total LSL Replacement Cost | | | \$17,287,500 |
| Administration, Engineering, and Construction Phase Services (15%) | | | \$2,593,125 |
| Total Project Cost | | | \$19,880,625 |

Note¹ Restoration costs are not added to the other LSLR component cost when determining the total LSLR cost, as they are assumed to be included in the full replacement cost

4. PROJECT SCHEDULE

Table 3 provides an anticipated project schedule based on an assumed project funding award date of May 1, 2025.

Table 3: Project Schedule

| Activity | Timeframe |
|--|------------------------|
| Project Award | 5/1/2025 |
| City Agreement Start Date | 6/1/2025 |
| Design Phase | 6/1/2025 – 12/31/2025 |
| Bidding and Contractor Award | 1/1/2026 – 3/1/2026 |
| Construction Phase | 3/1/2026 – 11/1/2027 |
| Project Closeout and Inventory Updates | 11/1/2027 – 12/31/2027 |