

CITY OF LOCKPORT
COMMON COUNCIL PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

November 5th, 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:

Alderman Fogle, Craig, Lupo, Mullane and Kirchberger
Absent: Alderman Devine

INVOCATION – Mayor Lombardi

ANNOUNCEMENTS

RECESS

Recess for public input.

110525.1

APPROVAL OF MINUTES

On motion of Alderman Kirchberger seconded by Alderman Mullane the minutes of the Regular meeting of October 22nd, 2025 are hereby approved as printed in the Journal of Proceedings. Ayes 5.

FROM THE MAYOR

Appointments:

10/10/2025 Susan Israel, 264 Crestwood Ct. E, Lockport, NY 14094, has been appointed to Assessor B in the Assessor's department. This is a permanent position and subject to the City of Lockport Municipal Civil Service Rules and Regulations

10/20/2025 Kelsey Teeter, 404 N. Transit Street, Lockport, NY has been appointed to Real Property Appraiser in the Assessor's Department. This is a permanent position and subject to the City of Lockport Municipal Civil Service Rules and Regulations

FROM THE CITY CLERK

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

Reviewed by the Finance Committee.

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

10/21/20254 Blake Lemoi, 149 S. Transit St., wrote in encouraging city officials to look in to managing abandoned properties and unfinished grant-funded projects within the city limits.

10/22/2025 Mark Danna, 155 East Avenue, on behalf of Short Street Patio, Bar Inc. submitted the Standardized Notice Form for Providing 30-Day Advanced Notice of an application for a class change with their application to the NYS Liquor Authority.

10/29/2025 Colin Herzog, 294 Fredericka Street, North Tonawanda, of Shuffle City Brewing LLC, submitted the Standardized Notice Form for Providing 30-Day Advanced Notice of a new application for a Liquor License with the NYS Liquor Authority.

MOTIONS & RESOLUTIONS

110525.2

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 November 6th, 2025.

Seconded by Alderman Lupo and adopted. Ayes 5.

110525.3

By Alderman Mullane:

Resolved that the Corporation Counsel is hereby authorized and directed to prepare a local law relative to the continuance of the hotel occupancy tax, and be it further

Resolved that a public hearing be held at the Common Council meeting of Wednesday November 19th, 2025 starting at 6:00pm in the Common Council Chambers relative to said proposed local law, and be it further

Resolved that the City Clerk is hereby authorized and directed to advertise notice of said public hearing.

Seconded by Alderman Kirchberger and adopted. Ayes 5.

110525.4

By Alderman Craig:

Resolution for Streetscape Improvements, Phase 2 Seqr Classification and Lead Agency

Whereas the City of Lockport (City) has received a grant from the New York Green Innovation Grant Program (GIGP) for Streetscape Improvements, Phase 2, Grant No. 2325 via the Environmental Facilities Corporation (EFC); and

Whereas the project is generally to be constructed in the Pine, Lock, Gooding St. intersection; and

Whereas the EFC has classified the project as a Treatment Works Project which requires completion of a Full Environmental Assessment Form (EAF) and completion of a Coordinated Review as part of the State Environmental Quality Review (SEQR) process; and

Whereas the City has completed Part 1 of the Full EAF; now, therefore be it

Resolved that City classifies this project as an Unlisted Action in accordance with SEQR requirements; and be it further

Resolved that the City intends to serve as Lead Agency for the project and will conduct a Coordinated Review in accordance with SEQR requirements.

Seconded by Alderman Kirchberger and adopted. Ayes 5.

110525.5

By Alderman Lupo:

Resolved that the Corporation Counsel is hereby authorized and directed to prepare a Local Law relative to overriding the tax levy established in General Municipal Law §3-c, and be it further

Resolved that a public hearing be held at the Common Council meeting on Wednesday November 19th, 2025 starting at approximately 6:00pm in the Common Council Chambers, Lockport Municipal Building, One Locks Plaza, Lockport, NY relative to said local law, and be it further

Resolved that the City Clerk is hereby authorized and directed to advertise notice of said public hearing.

Seconded by Alderman Craig and adopted. Ayes 5.

110525.6

By Alderman Lupo:

Resolved that the Corporation Counsel is hereby authorized and directed to prepare a Local Law relative to amending the sewer rate schedule, and be it further

Resolved that a public hearing be held at the Common Council meeting of November 19th, 2025 starting at 6:00pm in the Common Council Chambers, Lockport Municipal Building, One Locks Plaza, Lockport, NY relative to said local law, and be it further

Resolved that the City Clerk is hereby authorized and directed to advertise notice of said public hearing.

Seconded by Alderman Craig and adopted. Ayes 5.

110525.7

By Alderman Mullane:

Resolution for Terms and Conditions Amendment to Engineering Services Agreement for Lead Water Service Inventory

Whereas the City of Lockport (City) has received a Bipartisan Infrastructure Law (BIL) Grant to prepare an inventory of the City's lead water services; and

Whereas on June 12, 2024 the City approved Nussbaumer & Clarke, Inc.'s (Nussbaumer) proposal to provide engineering services to support the project (Resolution 061424.8); and

Whereas do to the funding source Nussbaumer intended to include, and has been working in accordance with, New York State Environmental Facilities Corporation's (EFC) Mandatory State Revolving Fund Equivalency Project Terms and Conditions, however inadvertently included the incorrect EFC Terms and Conditions with the agreement originally approved by the City; and

Whereas Nussbaumer has submitted Amendment Request No. 1 dated October 28, 2025 to amend the previously approved agreement to include the intended EFC Terms and Conditions; now, therefore be it

Resolved that the Mayor is authorized to sign Nussbaumer's Amendment Request No. 1 to incorporate the intended EFC Mandatory State Revolving Fund Equivalency Project Terms and Conditions into the previously approved agreement.

Seconded by Alderman Fogle and adopted. Ayes 5.

110525.8

By Alderman Craig:

In Rem #E178984/2023, #E182194/2024 AND 1 parcel from 160393/2017.

Whereas the City of Lockport held its annual in rem tax foreclosure auction online from October 8, 2025 to October 22, 2025; and

Whereas by public auction, the City of Lockport accepted bids on several parcels which were foreclosed upon by a Court ordered Judgement; and

Whereas pursuant to paragraph 3 of the Terms of the Sale approval of the governing body of the tax district is required; and

Now therefore be it resolved, the City of Lockport does hereby approve and confirm by ratification the sale of the properties listed below.

PARCEL #	ADDRESS	PURCHASER	PURCHASE PRICE
2022-010	404 MICHIGAN ST	FIVE STAR ACQUISITION	\$ 151,800.00
2022-044	60 CROSBY AVE	TREVOR JAMES MULLINS	\$ 42,500.00
2022-205	96 LOCUST ST	MARSHALL ROTH	\$ 7,400.00
2022-211	7 ELMWOOD AVE	BRIAN K. SEBASTIAN	\$ 30,100.00
2022-212	38 EVANS ST	GORDIA SALTER	\$ 30,400.00
2021-398	242 SO TRANSIT ST	JENNIFER LUTE	\$ 114,300.00
2016-232	167 VAN BUREN ST	MEPCON HOLDINGS LLC	\$ 22,500.00
2023-002	304 PLANK RD	MEPCON HOLDINGS LLC	\$ 10,500.00
2023-003	451 MILL ST	MATTHEW S. HUFNAGEL	\$ 50,500.00
2023-009	99 PASSAIC AVE	ALUIZIO RIBEIRO	\$ 2,225.00
2023-072	216 NO ADAM ST	NIKALIS VOELKER	\$ 35,700.00
2023-089	211 FAYETTE ST	P-GOAT HOLDINGS	\$ 1,250.00
2023-090	201 FAYETTE ST	CHRISTIANE DE MORAES COSTA	\$ 920.00
2023-163	32 HARWOOD ST	JENNIFER LUTE	\$ 64,400.00
2023-164	310 JACKSON ST	JENNIFER LUTE	\$ 1,475.00
2023-279	127 SPALDING ST	ALUIZIO RIBEIRO	\$ 6,100.00
2023-077	89 MILL ST	RYAN PLACHE	\$ 19,700.00

TOTAL

\$591,770.00

Seconded by Alderman Fogle and adopted. Ayes 5.

110525.9

By Alderman Mullane:

Resolved that pursuant to their request, 'Light Up Lockport' is hereby granted permission to use the City's right-of-way to conduct the following events on Saturday, November 29th, 2025:

Light Up Lockport Parade commencing at 6:00pm at Ida Fritz Park, east on Main Street to Charles Street.

Resolved that said permissions are subject to approval for the routes by the Police Chief

And be it further resolved, that the Director of Highways, Parks and Water Distribution is hereby authorized and directed to arrange for delivery of barricades and temporary 'no parking' signs for the entire length of the south side of Main Street prior to said events."

Seconded by Alderman Lupo and adopted. Ayes 5.

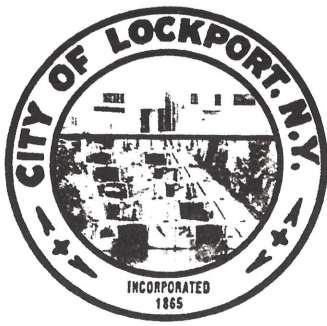
110525.10

ADJOURNMENT

At 6:16pm Alderman Fogle moved the Common Council be adjourned until 6:00pm Wednesday, November 19th, 2025.

Seconded by Alderman Kirchberger and adopted. Ayes 5.

EMILY STODDARD
City Clerk



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

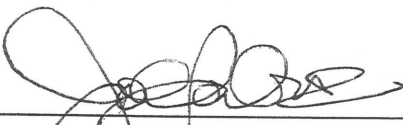
October 20, 2025

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Kelsey M. Teeter of 404 N Transit St, Lockport, NY 14094 to Real Property Appraiser in the Assessor Department. This is a permanent position effective October 20, 2025.

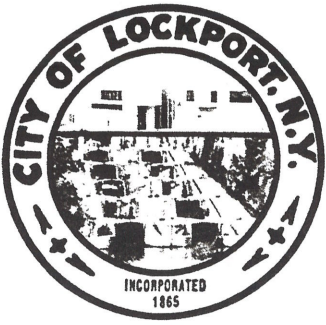
Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 20th day of October 2025.



John Lombardi III
Mayor

cc: K. Teeter
S. Israel
City Clerk



CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

October 10, 2025

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Susan E. Israel of 264 Crestwood Ct E, Lockport, NY 14094 to Assessor B in the Assessor Department. This is a permanent position effective October 10, 2025.

Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 10th day of October 2025.

John Lombardi III
Mayor

cc: S. Israel
City Clerk

City Clerk

From: Blake Lemoï <blakelemoi@gmail.com>
Sent: Tuesday, October 21, 2025 8:04 AM
To: mayor@lockportny.gov
Cc: Aal@lockportny.gov; Ward4@lockportny.gov; Ward3@lockportny.gov; Ward2@lockportny.gov; Ward1@lockportny.gov; jdool@lockportny.gov; mbrewer@lockportny.gov; financedirector@lockportny.gov; cityclerk@lockportny.gov; info@lockportny.gov
Subject: [EXTERNAL] Accountability and Redevelopment Plan for Abandoned and Grant-Funded Projects in Lockport

Dear [Mayor / City Council / City Clerk],

I'm reaching out to encourage a closer look at how the City of Lockport is managing abandoned properties and unfinished grant-funded projects within city limits.

Under New York Real Property Tax Law Section 19-b, the City has the ability to take ownership of abandoned or tax-delinquent properties and put them back to productive use — without assuming old debts or liens. This is a valuable tool for community revitalization, especially when paired with grant programs that can support redevelopment.

However, I believe the City should establish an accountability plan that ensures:

1. All grant-funded projects are fully completed and deliver the intended public benefit.
2. Abandoned or blighted properties are identified, repurposed, and tracked for progress using a transparent redevelopment timeline.
3. Public updates are provided on the status of projects — whether funded by grants, community investment, or city programs — so residents can see progress and outcomes.

These steps would help restore confidence, attract investment, and demonstrate fiscal responsibility, showing that Lockport is serious about growth, not just grants.

I would appreciate the opportunity to discuss this further or participate in any public meetings or working groups that focus on redevelopment and property accountability.

Thank you for your time and your commitment to improving our community.

Best regards,
Blake LeMoi
149 S Transit St, Lockport, New York
716.250.9912



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

RECEIVED

49

OCT 22 2025

CITY CLERK OFFICE

Standardized **NOTICE FORM** for Providing **30-Day Advance** **Notice to a Local Municipality or Community Board**

1. Date Notice Sent: October 22 2025 1a. Delivered by: HAND DELIVERED

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☐ New Application ☐ Removal ☒ Class Change

For premises in the City of New York: (counties of Kings, New York, Bronx, Queens and Richmond):

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal

☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: City of Lockport

Applicant/Licensee Information:

4. Licensee License ID (if applicable): 3159389 Expiration Date (if applicable): _____

5. Applicant or Licensee Name: Short Street Patio Bar, Inc.

6. Trade Name (if any): _____

7. Street Address of Establishment: 1 Short Street

8. City, Town or Village: Lockport, NY Zip Code: 14094

9. Business Telephone Number of applicant/ Licensee: 716-335-2347

10. Business E-mail of Applicant/Licensee: bchiappone1990@gmail.com

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☐ Full Food menu; full kitchen run by a chef/cook ☒ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Bar/Tavern

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☐ Recorded Music ☐ Karaoke

14. Method of Operation: (check all that apply) ☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☒ Other (specify): Bocce Courts

15. Licensed Outdoor Area: ☐ None ☒ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: first floor
17. List the room number(s) the establishment is located in within the building, if appropriate: one
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and ID number of the licensee:
- | | |
|--------------------------|-------------------|
| <u>Shannon C. Covell</u> | <u>3159383</u> |
| Name | License ID Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: Darrin J. Chiappone and Joseph P. Chiappone
23. Building Owner's Street Address: 5626 Bowmiller Road
24. City, Town or Village: Lockport State: NY Zip Code: 14094
25. Business Telephone Number of Building Owner: 716-335-2347

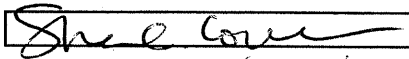
Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: Mark R. Danna
27. Representative/Attorney's Street Address: 155 East Avenue
28. City, Town or Village: Lockport State: NY Zip Code: 14094
29. Business Telephone Number of Representative/Attorney: 716-434-4132
30. Business E-mail Address of Representative/Attorney: mdannalaw@aol.com

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Shannon C. Covell Title: President

Principal Signature: 

Date: 10/22/2025



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

RECEIVED

OCT 29 2025 49

NY CLERK OFFICE

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 10/29/2025 1a. Delivered by: HAND DELIVERED

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For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York:

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal

☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: City of Lockport

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: Shuffle City Brewing LLC

6. Trade Name (if any): _____

7. Street Address of Establishment: 13 W Main St

8. City, Town or Village: Lockport, NY Zip Code: 14094

9. Business Telephone Number of applicant/ Licensee: 716-698-4135

10. Business E-mail of Applicant/Licensee: colin@shufflecitybrewing.com

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Resturant Brewer (full kitchen and full menu required)

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☒ Recorded Music ☐ Karaoke

14. Method of Operation: ☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): Occasional local rock, jazz, acoustic bands in restaurant area

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☒ Other (specify): 5 SHUFFLEBOARD AND 2 BOCCIE BALL COURTS

15. Licensed Outdoor Area: ☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- | | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| Name | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☒ Yes (if YES, SKIP 23-26) ☐ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:
23. Building Owner's Street Address:
24. City, Town or Village: State: Zip Code:
25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:
27. Representative/Attorney's Street Address:
28. City, Town or Village: State: Zip Code:
29. Business Telephone Number of Representative/Attorney:
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature:

Colin Herzog

City Clerk

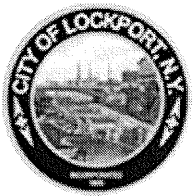
From: Kristin Schubring <kschubring@lockportny.gov>
Sent: Monday, November 3, 2025 2:47 PM
To: deputyclerk@lockportny.gov
Cc: cityclerk@lockportny.gov
Subject: AP Fund Totals 10/30/25 spc run, 11/5/25

Hello,

Invoices to be approved at the meeting on 11/5/25 are as follows:

Fund A General - \$137,733.54
Fund FX Water - \$36,496.72
Fund G Sewer - \$97,249.27
Fund H Capital Projects - \$290,636.18
Total - \$562,115.71

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
10/9/25, PAID on date 10/16/25,
is approved at dollars, \$ 614,711.39

Civil Service Mary Ann Gilbert

Pay Day Register

Pay Date Range 09/26/25 - 10/09/25

Pay Batch 10/16/25

Pay Batch 10/16/25 Total

Employees in Pay Batch 224

Female Employees in Pay Batch 51

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,844.10	Gross	614,711.39	Health Ins 298 Class 2 Family	32,859.70
ALWP - Administrative Leave with	8.0000	191.00	Imputed Income		Health Ins 298 Class 2 Single	11,379.20
BERV - Bereavement	43.5000	1,317.08	Federal	64,606.65	Health Ins 298 Class 3 Family	88,896.77
CMPE 1.0 - Comp Earned @ 1.0	227.5000	.00	FICA	37,203.04	Health Ins 298 Class 3 Single	9,298.66
CMPE 1.5 - Comp Earned @ 1.5	4.5000	.00	Medicare	8,700.72	Health Ins 298 Class 4 Family	8,314.76
CMPU - Comp Time Used	335.0000	13,523.21	New York State	29,638.62	Health Ins 298 Class 4 Single	2,233.50
EDAY - Extra Day	224.0000	9,301.59	3% - RET ERS TIER 6	2,258.22	Total	\$152,982.59
FHDB - Floating Holiday Buy Out	80.0000	3,621.84	3% - RET ERS TIER 6 OT	211.03		
FHDE - Floating Holiday Earned	447.8400	.00	3% - RET PF TIER 6	535.66	Employer Taxes	Gross Base
FHDU - Floating Holiday Used	780.0000	26,311.62	3% - RET PF TIER 6 OT	47.11	FICA	37,203.04
FLSA - FLSA	.0000	25.03	3.5% - RET ERS TIER 6	1,656.86	Medicare	8,700.72
FMLE - FMLA Extra Day	16.0000	463.64	3.5% - RET ERS TIER 6 OT	117.47	Total	\$45,903.76
FMLN - FMLA Leave without Pay	48.0000	.00	3.5% - RET PF TIER 6	2,257.70		
FMLS - FMLA Sick Used	64.0000	1,854.64	3.5% - RET PF TIER 6 OT	179.86	Workers' Comp	Gross Base
OOT - Out of Title	776.0000	33,191.91	4.5% - RET ERS TIER 6	558.27	Workers Compensation - General	22,014.72
OOT OT 1.5 - Out of Title OT at	4.0000	183.94	4.5% - RET ERS TIER 6 OT	28.79	Workers Compensation - Sewer	2,391.18
OT 1.0 - Overtime at Straight 1.0	13.0000	364.23	4.5% - RET PF TIER 6	1,846.94	Workers Compensation - Water	2,480.94
OT 1.5 - Overtime @ 1.5	822.5000	41,504.11	4.5% - RET PF TIER 6 OT	138.47	Workers Compensation 50%	544.32
OT 1.5 SHIFT 10% - OT @ 1.5	22.0000	1,077.35	457 % Deduction	7,807.99	Total	\$27,431.16
OT 1.5 SHIFT 15% - OT @ 1.5	16.0000	800.22	457 Flat Dollar Deduction	11,925.00		
PRS PT - Personal Leave Part	7.0000	172.30	5.75% - RET ERS TIER 6	218.73	Direct Deposits	Amount
PRSL - Personal Lost	(24.0000)	.00	5.75% - RET PF TIER 6	3,749.13	Armed Forces Bank	2,045.09
PRSU - Personal Used	170.5000	6,034.41	5.75% - RET PF TIER 6 OT	310.25	Bancorp Bank	1,424.49
REG - Regular	11,999.0000	405,052.58	6% - RET PF TIER 6	258.47	Bank of Akron	2,665.58
REG PT - Regular Part Time	190.7500	6,757.24	AFLAC POSTTAX	311.64	Bank of America	6,062.72
REG SHIFT 10% - Regular Shift	176.0000	5,621.02	AFLAC PRETAX	395.68	BANK OF AMERICA (2)	2,261.35
REG SHIFT 15% - Regular Shift	212.0000	7,085.68	ALLSTATE POSTTAX	516.18	BANK OF AMERICA (4)	1,430.97
REGS - Regular Seasonal	148.0000	2,338.00	ALLSTATE PRETAX	568.42	BANK OF AMERICA (6)	1,402.55
RETRO - Retroactive Pay	.0000	295.94	Child Support - Amount	990.00	Bank on Buffalo	2,916.63
RETRO OT - Retroactive Pay	.0000	718.45	COLONIAL LIFE POSTTAX	95.21	Capital One 360	2,006.75
RGS - Regular - Salary	70.0000	.00	COLONIAL LIFE PRETAX	32.88	Chase Bank	1,975.69
SAL - Salary	.0000	3,806.51	Firefighter Life Ins	170.65	Chase Bank (2)	1,922.17
SAL PT - Salary Part Time	.0000	1,865.37	FSA PRETAX	708.87	Chime	1,733.92
SCK PT - Sick Leave Part Time	10.5000	251.76	Health Ins 298 Class 2 Family	2,859.48	Citizens Bank	14,460.28
SCKD - Sick Bank Donated	64.0000	.00	Health Ins 298 Class 2 Single	1,168.23	Cornerstone Comm FCU	133,057.13
SCKE - Sick Earned	2,022.5000	.00	Health Ins 298 Class 3 Family	2,609.35	Discover Bank	800.00
SCKU - Sick Used	428.0000	12,699.13	Health Ins 298 Class 3 Single	822.38	Encompass Niagara FCU	195.00
STIP - Stipend	.0000	192.31	Health Ins 298 Class 4 Family	988.49	ESL FCU	1,287.37
VAC PT - Vacation Part Time	7.0000	167.84	Health Ins 298 Class 4 Single	248.16	Evans Bank	1,983.73

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 10/23/25, PAID on date 10/30/25, is approved at dollars, \$ 945,027.13

Mary Pat Gilbert

Pay Day Register

Pay Date Range 10/10/25 - 10/23/25

Pay Batch 10/30/25

Pay Batch 10/30/25 Total

Employees in Pay Batch 227

Female Employees in Pay Batch 51

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,844.10	Gross	945,027.13		
ALWP - Administrative Leave with	80.0000	3,361.90	Imputed Income		Employer Taxes	Gross Base
CMPE 1.0 - Comp Earned @ 1.0	240.1250	.00	Federal	126,719.72	FICA	58,371.54 941,477.18
CMPE 1.5 - Comp Earned @ 1.5	4.0000	.00	FICA	58,371.54	Medicare	13,651.26 941,477.18
CMPU - Comp Time Used	522.7500	20,541.77	Medicare	13,651.26	Workers' Comp	Gross Base
EDAY - Extra Day	208.0000	8,697.51	New York State	51,517.92	Workers Compensation - General	22,982.40 477,100.68
FHDE - Floating Holiday Earned	16.0000	.00	3% - RET ERS TIER 6	2,201.58	Workers Compensation - Sewer	2,499.87 50,391.80
FHDU - Floating Holiday Used	756.0000	28,896.83	3% - RET ERS TIER 6 OT	126.96	Workers Compensation - Water	2,368.17 51,178.96
FLSA - FLSA	.0000	2.56	3% - RET PF TIER 6	526.79	Workers Compensation 50%	544.32 7,295.27
FMLS - FMLA Sick Used	32.0000	927.32	3% - RET PF TIER 6 OT	55.58		
HOL - Holiday	306.0000	9,719.93	3.5% - RET ERS TIER 6	1,661.82	Direct Deposits	28,394.76 Amount
HOLIDAYPT - Holiday - Part Time	7.0000	165.60	3.5% - RET ERS TIER 6 OT	231.33	Armed Forces Bank	1,634.12
HOLW - Holiday Worked	192.0000	13,038.09	3.5% - RET PF TIER 6	5,037.38	Bancorp Bank	1,829.33
HOT 2.25 - Holiday Overtime 2.25	20.7500	2,115.47	3.5% - RET PF TIER 6 OT	140.28	Bank of Akron	7,725.49
OOT - Out of Title	634.5000	27,776.90	4.5% - RET ERS TIER 6	558.27	Bank of America	18,386.39
OT 1.0 - Overtime at Straight 1.0	8.0000	171.36	4.5% - RET ERS TIER 6 OT	2.06	BANK OF AMERICA (2)	10,775.03
OT 1.5 - Overtime @ 1.5	738.2500	38,478.45	4.5% - RET PF TIER 6	4,519.97	BANK OF AMERICA (4)	1,469.39
OT 1.5 SHIFT 10% - OT @ 1.5	48.0000	2,371.66	4.5% - RET PF TIER 6 OT	178.51	BANK OF AMERICA (6)	1,381.07
OT 1.5 SHIFT 15% - OT @ 1.5	32.0000	1,503.90	457 % Deduction	12,119.01	Bank on Buffalo	5,299.75
PRSE - Personal Earned	8.0000	.00	457 Flat Dollar Deduction	11,575.00	Capital One 360	3,036.60
PRSU - Personal Used	151.0000	6,668.20	5.75% - RET ERS TIER 6	218.73	Chase Bank	6,149.25
REG - Regular	11,517.2500	380,692.11	5.75% - RET PF TIER 6	7,181.17	Chase Bank (2)	2,133.81
REG PT - Regular Part Time	193.2500	6,956.87	6% - RET PF TIER 6	206.33	Chime	1,794.44
REG SHIFT 10% - Regular Shift	144.0000	4,630.77	6% - RET PF TIER 6 OT	553.91	Citizens Bank	22,973.76
REG SHIFT 15% - Regular Shift	208.0000	6,866.76	AFLAC POSTTAX	77.54	Cornerstone Comm FCU	188,963.77
REGS - Regular Seasonal	177.5000	2,799.25	AFLAC PRETAX	311.64	Discover Bank	800.00
RETRO - Retroactive Pay	.0000	333,468.57	ALLSTATE POSTTAX	395.68	Encompass Niagara FCU	195.00
RGS - Regular - Salary	70.0000	.00	ALLSTATE PRETAX	513.60	ESL FCU	1,481.79
SAL - Salary	.0000	3,806.51	Child Support - Amount	568.42	Evans Bank	1,824.03
SAL PT - Salary Part Time	.0000	1,865.37	COLONIAL LIFE POSTTAX	990.00	Financial Trust FCU	100.00
SCKD - Sick Bank Donated	(96.0000)	.00	COLONIAL LIFE PRETAX	95.21	Kenmore Teachers FCU	200.00
SCKE - Sick Earned	(2.0000)	.00	FSA PRETAX	32.88	Key Bank	63,906.20
SCKU - Sick Used	455.0000	13,706.44	NEW YORK LIFE	708.87	KEY BANK (2)	1,874.86
STIP - Stipend	.0000	192.31	RET ERS LOANS	162.43	Key Bank (Formerly FNB)	42,195.52
VAC PT - Vacation Part Time	10.5000	238.35	RET ERS POST-TAX SCP	1,621.00	LEAD Bank	1,445.91
VACB - Vacation Buy Out -	40.0000	1,175.79	RET PF LOANS	275.00	Lewiston Porter FCU	1,250.00
VACE - Vacation Earned	10.5000	.00	Union Dues - OPEIU	471.00	Lockport School's FCU	415.00
VACU - Vacation Used	669.5000	22,346.48	UNION DUES POLICE	156.66	M&T Bank	96,384.22
Total	17,561.8750	\$945,027.13		2,010.09		

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Streetscape Improvements - Phase 2		
Project Location (describe, and attach a general location map): City of Lockport, Niagara County, New York (See Exhibits 1 & 2)		
Brief Description of Proposed Action (include purpose or need): Streetscape improvements at the Pine/Lock/Gooding Street intersection extend from Caledonia Street to the north, to Ontario Street to the south, excluding a commercial business which is in the center island. The Erie Barge Canal is located to the east of the project site. Proposed GI practices include bioretention areas and engineered tree pits. The purpose of the GI practices is to reduce impervious cover in the project area and direct stormwater to be treated and infiltrated in GI practices, thereby reducing the volume of stormwater runoff entering the combined sewer system, reducing the volume and frequency of combined sewer overflow (CSO) events, increasing groundwater recharge, and reducing pollutant loadings that are generated from the site.		
Name of Applicant/Sponsor: City of Lockport		Telephone: 716-439-6688
		E-Mail: vasmith@lockportny.gov
Address: One Locks Plaza		
City/PO: Lockport	State: NY	Zip Code: 14094
Project Contact (if not same as sponsor; give name and title/role): Caroline Bukowski		Telephone: 716-827-8000
		E-Mail: cbukowski@nussclarke.com
Address: 80 Main Street, Unit A		
City/PO: Lockport	State: NY	Zip Code: 14094
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City of Lockport	
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	City of Lockport	
c. City, Town or ☐ Yes ☐ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☒ Yes ☐ No	NYSEFC	
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning**C.1. Planning and zoning actions.**Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	☐ Yes ☒ No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☐ Yes ☒ No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	☒ Yes ☐ No
If Yes, identify the plan(s): NYS Heritage Areas: West Erie Canal Corridor	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	☐ Yes ☒ No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
The zoning classification for the proposed work area is business and industrial use.

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Lockport City School District

b. What police or other public protection forces serve the project site?
Lockport City Police Department

c. Which fire protection and emergency medical services serve the project site?
Lockport Fire Department

d. What parks serve the project site?
City of Lockport Highway & Parks Department

D. Project Details**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? The general nature of the proposed action is to reduce the volume of stormwater directed to the combined sewer system in the project area through implementation of green infrastructure. The work includes installation of bioretention areas and tree pits within the City's right-of-way, with roadways and sidewalks graded to direct stormwater runoff to the bioretention areas and tree pits for capture, storage, and treatment.

b. a. Total acreage of the site of the proposed action? 0.84 acres

b. Total acreage to be physically disturbed? 0.39 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.84 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 6 months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☒ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Minor excavation will occur for installation of bioretention areas and tree pits; no mining, dredging, or large-scale offsite excavation is proposed.	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☐ No	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____		
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____		
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☒ No ☐ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	☐ Yes ☐ No	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) <u>Heavy equipment: diesel exhaust</u> ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) NA _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) NA _____	☒ Yes ☐ No	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)		☐ Yes ☒ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____ ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ 7 AM - 7 PM • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ 24 hrs • Saturday: _____ 24 hrs • Sunday: _____ 24 hrs • Holidays: _____ 24 hrs </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ 7 AM - 7 PM • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ 24 hrs • Saturday: _____ 24 hrs • Sunday: _____ 24 hrs • Holidays: _____ 24 hrs
i. During Construction: • Monday - Friday: _____ 7 AM - 7 PM • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ 24 hrs • Saturday: _____ 24 hrs • Sunday: _____ 24 hrs • Holidays: _____ 24 hrs		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: <u>Typical site construction equipment. Construction activity will be limited to hours between 7am and 7pm and/or within constraints of the City code.</u>	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: <u>Street lighting will be installed to match surrounding streets and some potential pedestrian walkway lighting.</u>	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses.			
i. Check all uses that occur on, adjoining and near the project site.			
☐ Urban ☐ Industrial ☒ Commercial ☐ Residential (suburban) ☐ Rural (non-farm) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____			
ii. If mix of uses, generally describe: The project site is predominantly composed of commercial use, including community services.			
b. Land uses and covertypes on the project site.			
Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.26	1.04	0.22
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No

If Yes,

i. Identify Facilities:

The Dale Association, located 33 Ontario Street, Lockport NY, 14094. The Dale Association is a non-profit human services organization that offers a range of programs and support for adults, seniors, and people with mental health needs.

e. Does the project site contain an existing dam? ☐ Yes ☒ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:

☒ Yes – Spills Incidents database

Provide DEC ID number(s): 9875147, 9805389

☐ Yes – Environmental Site Remediation database

Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

NA

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No

If yes, provide DEC ID number(s): 932098, E932124, E932141, 932156, 932121, B00154, C932177

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____
None of the listings associated with adjacent or nearby properties suggest a specific environmental concern at the project site.

DEC ID	Database Listing	Address/Name	Status
932098	Environmental Site Remediation	Between LaGrange & Saxton St./South Transit St. / NYSEG - Lockport Transit Street MGP	State Superfund Program - Classification Code: "A" Active. Remediation at the site is complete. Access to the site is restricted. This property is not a concern as it is located 1,600 ft from the project area.
E932124	Environmental Site Remediation	7 Niagara Street / Zimmie's Tire Store	Environmental Restoration Program - Classification Code: "N" No Further Action
E932141	Environmental Site Remediation	160 Washburn Street / Commerce Square	Environmental Restoration Program - Classification Code: "N" No Further Action. This property is not a concern as it is located 1,500 ft from the project area and separated by the Erie Canal.
932156	Environmental Site Remediation	Eighteenmile Creek	State Superfund Program - Registry of Inactive Hazardous Waste Disposal Sites - Class Code 02
932121	Environmental Site Remediation	62, 70, 196 & 300 Mill Street / Eighteenmile Creek Corridor	State Superfund Program - Registry of Inactive Hazardous Waste Disposal Sites - Class Code 02
B00154	Environmental Site Remediation	Canal, Church, and Niagara Streets / Richmond Avenue Project	Environmental Restoration Program - Classification Code: "C" Completed. Controlled Property - restricted commercial and industrial use.
C932177	Environmental Site Remediation	210 Walnut Street / Hamson Place	Brownfield Cleanup Program - Classification Code: "A" Active. This property is not a concern as it is located 1,500 ft from the project area and separated by the Erie Canal.
9875147	Spill Incidents	33 Ontario Street / Dale Association	The spill was classified as "closed" by the NYSDEC on July 26, 1999.
9805389	Spill Incidents	20 Lock Street / Licata Bros.	The spill was classified as "closed" by the NYSDEC on September 11, 1998.

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No													
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? Approximately 4.0 feet													
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 60%;">Urban Land (UB)</td> <td style="width: 10%; text-align: right;">100 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">%</td> </tr> </table>		Urban Land (UB)	100 %		%		%						
Urban Land (UB)	100 %												
	%												
	%												
d. What is the average depth to the water table on the project site? Average: >6.0 feet Groundwater not encountered during geotechnical investigation													
e. Drainage status of project site soils: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">☐ Well Drained:</td> <td style="width: 30%; text-align: right;">_____ % of site</td> <td rowspan="3" style="width: 40%; font-size: small; vertical-align: top;">It should be noted that the USDS Web Soil Survey indicates no digital data available for the project area.</td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: right;">100 % of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☐ Well Drained:	_____ % of site	It should be noted that the USDS Web Soil Survey indicates no digital data available for the project area.	☒ Moderately Well Drained:	100 % of site	☐ Poorly Drained	_____ % of site					
☐ Well Drained:	_____ % of site	It should be noted that the USDS Web Soil Survey indicates no digital data available for the project area.											
☒ Moderately Well Drained:	100 % of site												
☐ Poorly Drained	_____ % of site												
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">☒ 0-10%:</td> <td style="width: 30%; text-align: right;">100 % of site</td> </tr> <tr> <td>☐ 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ 0-10%:	100 % of site	☐ 10-15%:	_____ % of site	☐ 15% or greater:	_____ % of site						
☒ 0-10%:	100 % of site												
☐ 10-15%:	_____ % of site												
☐ 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No													
ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No													
If Yes to either i or ii, continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name <u>Erie Barge Canal</u></td> <td style="width: 50%;">Classification <u>C</u></td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name <u>Erie Barge Canal</u>	Classification <u>C</u>	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name <u>Erie Barge Canal</u>	Classification <u>C</u>											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____													
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No													
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes:													
i. Name of aquifer: _____													

m. Identify the predominant wildlife species that occupy or use the project site: _____ Suburban animals such as birds, _____ squirrels, and rabbits. _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ Peregrine Falcon	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☒ Yes ☐ No	
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: Eligible property: Exchange Bank, Lockport Industrial District, Moore, Benjamin C., Mill (Lockport City Hall, New York... iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☒ Yes ☐ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☒ No	
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☒ No	
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☒ No	
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

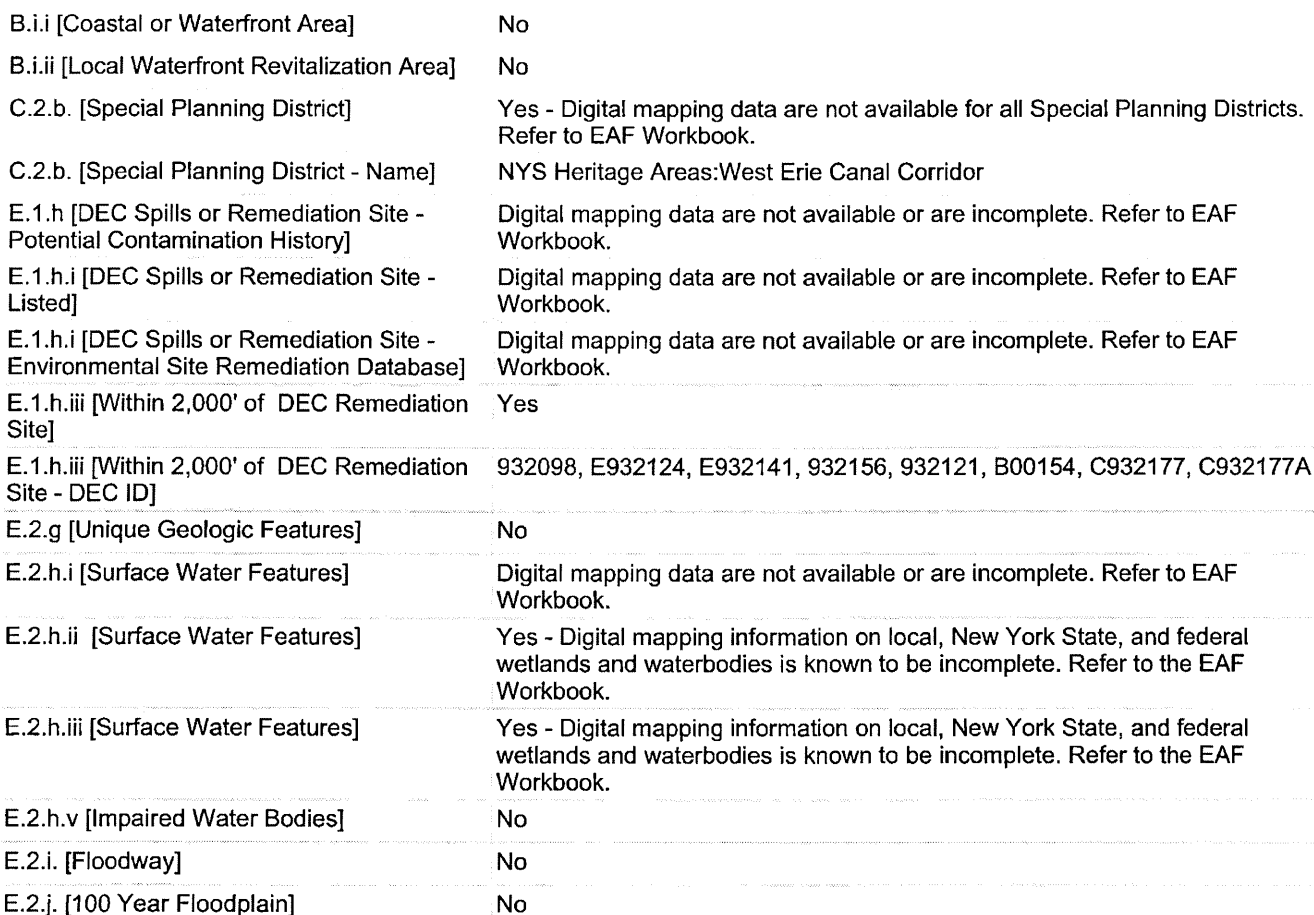
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name City of Lockport Date 10/20/2025

Signature Yvonne A. Smith Title Director of Planning & Development

PRINT FORM

Wednesday, October 8, 2025 1:36 PM



E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Peregrine Falcon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property: Exchange Bank, Lockport Industrial District, Moore, Benjamin C., Mill (Lockport City Hall, New York State Barge Canal Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

[illegible]

SCALE 8.34 Q10



$\text{C}_{10}\text{H}_{16}\text{O}_2$ (molar mass = 168)



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 3. **Results**
 4. **Discussion**
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LOUISPORT, NY
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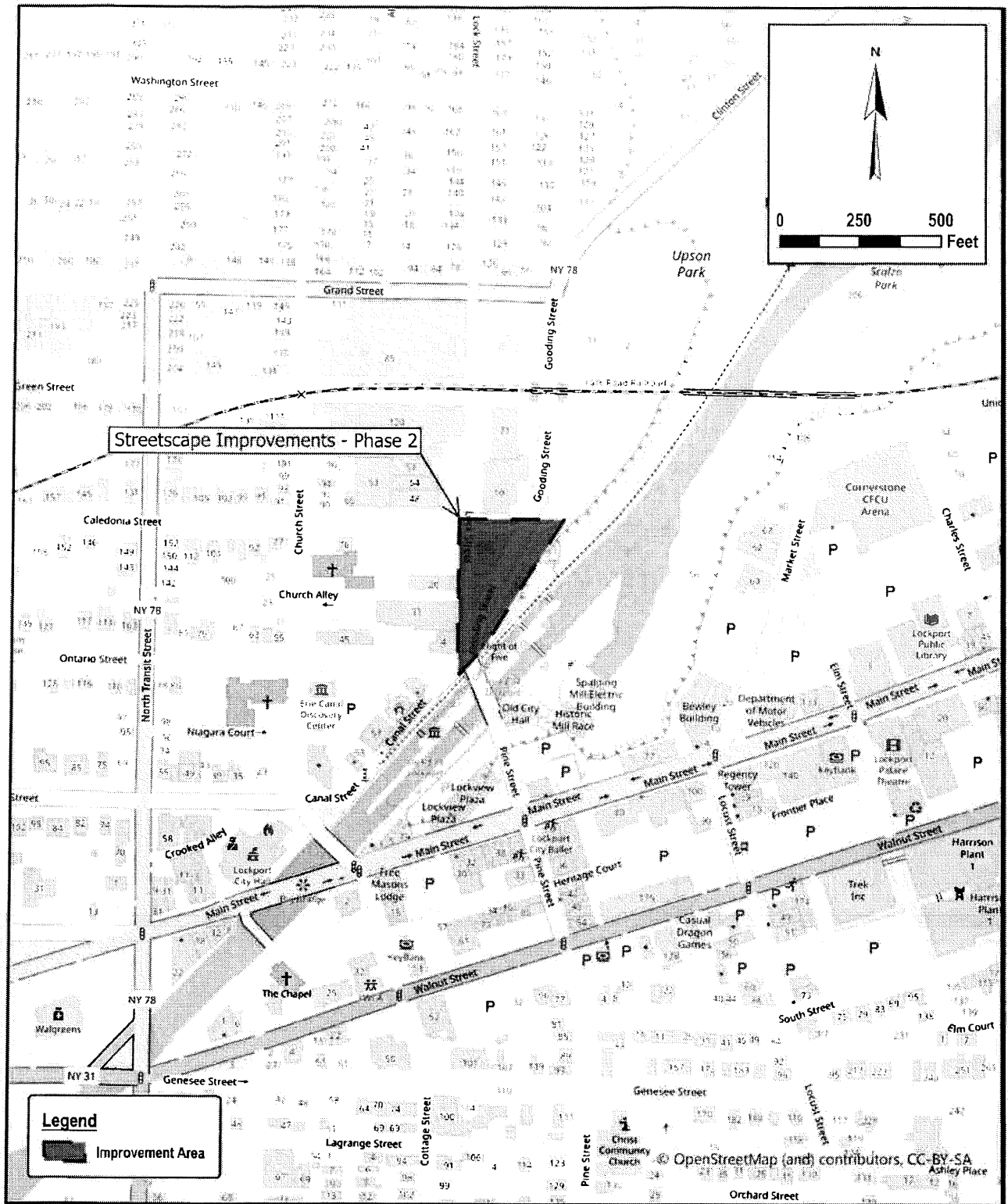
USGS 7.5-MIN TOPO MAP
STREETSCAPE IMPROVEMENTS - PHASE 2

CITY OF LOCKPORT
NIAGARA COUNTY, NEW YORK

EXHIBIT

1

PROJECT NO. 25J1-0009



NUSSBAUMER & CLARKE, INC.
ENGINEERS AND SURVEYORS
EST. 1935

3556 Lake Shore Road, Suite 500
Buffalo, NY 14219
(716) 827-6000 / (716) 826-7938 fax
www.nussclark.com

LOCATION MAP
STREETSCAPE IMPROVEMENTS - PHASE 2

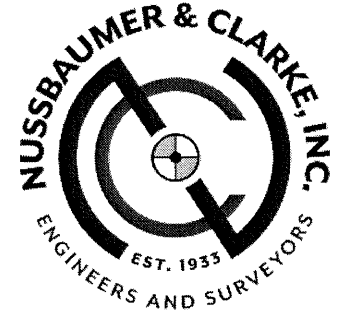
CITY OF LOCKPORT
NIAGARA COUNTY, NEW YORK

EXHIBIT

2

PROJECT NO. 25J1-0009

October 28, 2025



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

Re: City of Lockport
Water System Lead Service Inventory
Professional Engineering Support Services – Amendment No. 1
File No. 24J1-0067

Dear Mayor Lombardi:

On June 12, 2024 the City of Lockport (City) approved Nussbaumer & Clarke, Inc.'s (Nussbaumer) proposal to provide professional engineering services in support of the City's Water System Lead Service Inventory Project per Common Council Resolution 061424.8. As you know, the City was awarded a Bipartisan Infrastructure Law (BIL) grant to fund this project which requires certain Terms and Conditions be included in contracts authorized by the City for this project. Due to the funding source, Nussbaumer had intend to include New York State Environmental Facilities Corporation's **"Mandatory State Revolving Fund Equivalency Project Terms and Conditions"** and has been working with the understanding that those Terms and Conditions are in effect. However, it was recently discovered that Nussbaumer inadvertently attached New York State Environmental Facilities Corporation's "Mandatory State Financial Assistance Terms and Conditions for Contracts Funded with New York Financial Assistance Only" with the agreement authorized by the City.

Nussbaumer is seeking approval of this Amendment to replace the inadvertently used Terms and Conditions with the intended New York State Environmental Facilities Corporation's **"Mandatory State Revolving Fund Equivalency Project Terms and Conditions"**, which were understood to be used due to the funding source. These Terms and Conditions shall be included as Attachment E to the originally authorized agreement and attached to this amendment request for reference.

There is no fee adjustment due to this Amendment request.

Upon acceptance of this Amendment, please sign where indicated below and return a copy to mmarino@nussclarke.com.

Should you have any questions, please do not hesitate to contact us at your convenience.

Mayor John Lombardi, III
City of Lockport, NY
October 28, 2025



Sincerely,
NUSSBAUMER & CLARKE, INC.

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

Attachment: New York State Environmental Facilities Corporation's "Mandatory State Revolving Fund Equivalency Project Terms and Conditions"

c: Daniel Cavallari, C. Lockport Director of Finance
Caroline Bukowski, P.E., Nussbaumer & Clarke

Accepted by: **CITY OF LOCKPORT, NY**

Signature: _____ Title: _____

Printed Name: _____ Date: _____



Mandatory State Revolving Fund Equivalency Project Terms and Conditions

**For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

- ☐ **Construction**
 - ☐ **Treatment Works and Drinking Water Projects**
 - ☐ **Non-Treatment Works**
 - ☐ **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**

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. 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.

Equivalency means projects in the amount equal to the funds "directly made available" by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

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.

Treatment Works is defined in Clean Water Act (CWA) Section 212, this does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (DWSRF) projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Disadvantaged Business Enterprises ("DBE") requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE 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 or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

- A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, 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.
- D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.
- E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- F. For federal or federally assisted construction contracts in excess of \$10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) 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.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE 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 Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly 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 Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub. L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds "may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor's Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron, steel, manufactured products, and construction materials used in the project be produced in the United States ("BABA Requirement") including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the BABA Requirement,
- (b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by

Mandatory SRF Terms and Conditions for Treatment Works and Drinking Water Equivalency Project Funded with NYS CWSRF or DWSRF

the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 3 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

Mandatory SRF Terms and Conditions for Treatment Works and Drinking Water Equivalency Project Funded with NYS CWSRF or DWSRF

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://sam.gov/content/wage-determinations>.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate

instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

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 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 4, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligor or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Specific federal Bipartisan Infrastructure Law (BIL) signage is required for projects receiving financing from BIL.

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

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) 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 obtained from EFC.

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

DBEs on this form may include disadvantaged firms certified by the New York State Unified Certification Program (NYSUCP), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the Mandatory Equivalency 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.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: ☐ 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: ☐ Construction ☐ Other Services	
Is the Prime Firm certified as a DBE? ☐ Yes ☐ No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:		Email:		
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$ DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: 20% \$	Total: % \$
<i>If fair share objectives are not met, documentation must be attached:</i> ☐ No Participation ☐ Short of the DBE Fair Share Objective				
☐ Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #.			
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA			
☐ Other (indicate entity): _____			
	Start Date:		
	Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA			
☐ Other (indicate entity): _____			
	Start Date:		
	Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA			
☐ Other (indicate entity): _____			
	Start Date:		
	Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA			
☐ Other (indicate entity): _____			
	Start Date:		
	Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from DBE Directories of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. A log of solicitation results, consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Name (Please Type):

Date:

Attachment 2 – BABA Contractor's Certification



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – AIS Contractor's Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:
