CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

January 26, 2022
6:30 P.M.

Mayor Michelle M. Roman called the meeting to order.

ROLL CALL

The following Common Council members answered the roll call:

Aldermen Barnard, Beakman, Devine, Fogle, Kantor, and Pasceri.

INVOCATION

MAYOR'S UPDATE – STATE OF THE CITY ADDRESS

RECESS

Recess for public input.

012622.1 **APPROVAL OF MINUTES**

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of January 1, 2022 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:
1/5/22 Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, I, Michelle M. Roman, Mayor of the City of Lockport, do hereby make the following appointments:

For the term of one year expiring on December 31, 2022.

President of Common Council	Paul Beakman
Corporation Counsel	Laura Miskell Benedict
Deputy Corporation Counsel	Jason Cafarella
Deputy Corporation Counsel	Patricia McGrath
Traffic Advisory Committee	Patricia McGrath
Niagara Community Action Program	John Lombardi, III

2022 Common Council Standing Committees:

Finance Committee - Alderman Beakman, Chairman
Members: Aldermen Barnard, Devine, Fogle, Kantor, Pasceri
City Treasurer, Staff Accountant, Director of Finance

Public Health & Safety Committee - Alderman Barnard, Chairman
Members: Fire Chief, Police Chief, and Chief Building Inspector, Aldermen Beakman, Devine, Fogle, Kantor, Pasceri

Highways & Parks Committee - Alderman Pasceri, Chairman
Members: Aldermen Barnard, Beakman, Devine, Fogle, Kantor
City Engineer, Director of Streets and Parks

Water & Sewer Committee - Alderman Devine, Chairman
Members: Aldermen Barnard, Beakman, Fogle, Kantor, Pasceri
City Engineer, Sr. Building Inspector, Chief Operator/WWTP, Chief Operator Water, Water Distribution Supervisor

Youth Committee - Alderman Kantor, Chairman
Members: Alderman Barnard, Beakman, Devine, Fogle, Pasceri

Personnel Committee - Alderman Beakman Chairman
Members: Aldermen Barnard, Devine, Fogle, Kantor, Pasceri
City Clerk, Personnel Officer

Washington Hunt Committee - Mayor Roman, Chairman
Members: Alderman Devine, Corporation Counsel Laura Miskell Benedict

For their term of office:

Police Board	Alderman Mark Devine
Fire Board	Alderman Kitty Fogle
Community Cable Commission	Alderman Mark Devine

License Revocation Board - Alderman Kantor
Members - Chief Building Inspector +

Tree Advisory Committee-(Ad-Hoc) - Alderman Beakman, Chairman

Received and filed.

1/1/22 John Lombardi III, 329 Chestnut Street, Lockport, NY – reappointed as the City of Lockport representative for NIACAP effective January 1, 2022.

1/3/22 Kathryn Fogle, 101 Nicholls Street, Lockport, NY – reappointed to the Youth Board effective January 1, 2022. Said term expires December 31, 2024.

1/3/22 Demetrius Grant, 102 Bridlewood Drive, Lockport, NY – reappointed to the Youth Board effective January 1, 2022. Said term expires December 31, 2024.

1/3/22 Anita Mullane, 93 Lindhurst Drive, Lockport, NY – appointed to the Police Board effective January 1, 2022. Said term expires December 31, 2022.

1/3/22 Sienna R. Marren, 183 Willow Street, Lockport, NY – appointed to the Fire Board effective January 1, 2022. Said term expires December 31, 2025.

1/5/22 Greg Zakrezewski, 5715 Royalton Center Road, Gasport, NY 14067 – reappointed to the Plumbing Board effective January 1, 2022. Said term expires December 31, 2024.

1/10/22 Cheryl L. Brown, 422 West Caledonia Street, Lockport, NY – reappointed to the Police Board effective January 1, 2022. Said term expires December 31, 2025.

1/10/22 Andrew D. Harris, 83 Prentice Street, Lockport, NY – appointed to Municipal Worker for the City of Lockport Parks Department effective January 1, 2022. Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

1/10/22 Nicholas D. Rubert, 182 Irving Street, Lockport, NY – appointed to Public Works Supervisor for the City of Lockport Highway & Parks Department effective December 30, 2021. Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

1/10/22 Jessica E. Stopa, 6109 East Lake Road, Burt, NY 14028 – appointed to Assistant Chief Operator for the City of Lockport Wastewater Treatment Plant effective December 30, 2021. Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

1/12/22 Mark A. Cocco, 21 Allen Street, Lockport, NY – appointed to Municipal Worker for the City of Lockport Highway & Parks Department effective January 7, 2022. Said appointment is permanent and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

1/12/22 Sarah K. Lanzo, 129 Beattie Avenue, Lockport, NY – reappointed to the Building and Grounds Accessibility Committee effective January 1, 2022. Said term expires December 31, 2023.

1/14/22 John F. Swan, 28 Maple Street, Lockport, NY – reappointed to the Parks Board effective January 12, 2022. Said term expires January 12, 2026.

1/19/22 John F. Swan, 28 Maple Street, Lockport, NY – reappointed to the Buildings and Grounds Accessibility Committee effective January 1, 2022. Said term expires December 31, 2023.

Received and filed.

1/13/22 Mayor Michelle M. Roman – recommendation that Mark S. Devine, 110 Corinthia Street, Lockport, NY be appointed to the Lockport Community Cable Commission.

1/12/22 Mayor Michelle M. Roman – recommendation that Thomas E. Lupo, 17 Bobolink Lane, Lockport, NY be appointed to the Lockport Community Cable Commission.

Referred to the Committee of the Whole.

Resignation:
10/3/21 Marietta Schrader, 32 Gaffney Road, Lockport, NY, resignation from the Board of Directors of the Niagara County Department of Health, effective immediately.

Received and filed.

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. Referred to the Finance Committee.

Communications:
9/29/21 Chris Parada, Executive Director-Historic Palace Theatre – request permission to conduct the annual L10 Run on Feb. 12, 2022.

10/25/21 Maureen Miller, Director/Co-Owner, Soccer Shots Buffalo – request permission to use Altro Park for their upcoming 2022 season.

Received and filed.

Notice of Claim:
12/30/21 Mary S. Jacka, 160 John Street, Lockport, NY
1/3/22 Anthony Stashak, 275 Locust Street and 205 Lock Street, Lockport, NY
1/7/22 Garry Thurston, 76 North Adam Street, Lockport, NY
1/7/22 Joan C. Bower, 37 Oliver Street, Lockport, NY
1/20/22 John Taylor, 726 East Avenue, Lockport, NY

Referred to the Corporation Counsel.

Notice of Complaint:
1/14/22 Joan Simmons, 38 Maple Street – tree

Referred to the Director of Streets and Parks

MOTIONS & RESOLUTIONS

012622.2
By Alderman _____:

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 January 27, 2022 as follows:

2021

General Fund	Fund A	$171,405.88
Water Fund	Fund FX	$120,963.82
Sewer Fund	Fund G	$103,320.68
Capital Projects	Fund H	$899,391.23
Self-Insurance	Fund MS	$54,921.69
Community Dev.	Fund CD	$17,500.00
Refuse & Recycle	Fund CL	$257.62

2022

General Fund	Fund A	$360,186.17
Water Fund	Fund FX	$15,614.90
Sewer Fund	Fund G	$14,049.22
Capital Projects	Fund H	$33,250.00
Self-Insurance	Fund MS	$150,827.60
Worker's Comp	Fund S	$13,925.00
Refuse & Recycle	Fund CL	$89,305.62

Payroll	Pay Dates 12/16 & 12/30	$1,006,041.14

Seconded by Alderman _____ and adopted. Ayes _____.

012622.3
By Alderman _____:

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

Employee	Years of Service	Title
Carol K. Noon	20	Sr. Lab Tech WWTP
Aaron K. Belling	15	Police Officer

Julie K. Snyder	15	Police Officer
Tina L. Plunkett	15	Crossing Guard
Roxane S. Swan	15	Crossing Guard
Robert J. Woods	5	Heavy Equip. Operator

Seconded by Alderman _____ and adopted. Ayes _____.

012622.4
By Alderman _____:

Resolved, that pursuant to the recommendation of the City Treasurer and Director of Finance, the Manufacturers & Traders Trust Company, J. P. Morgan Chase & Co. Bank and Key Bank, be designated as depositories of City funds for fiscal year 2022, provided said banks comply with the terms and conditions as set forth in the City of Lockport's Investment Policy.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.5
By Alderman _____:

Resolved, that the following Rules and Orders of the Common Council are hereby adopted:

RULES AND ORDERS OF THE COMMON COUNCIL

1. **Roll Call -** At the hour appointed for the meeting of the Council, the Mayor shall take the chair and direct a call of the members of the Council, and the Clerk shall note the absentees. Upon the appearance of a quorum, the Mayor shall call the members to order. If a quorum be not present, they shall send for absent members. Following shall be the

ORDER OF BUSINESS

a. Reading of minutes. Reading and approval of the minutes preceding meeting; but a majority of the members present may approve of, or dispense with, the reading of the minutes of any previous meeting.
b. Communications from the Mayor.
c. Communications and reports of officers of the corporation.
d. Petitions and remonstrances.
e. Reports of Standing Committees, in the order named in rule.
f. Reports of Special Committees.
g. Committee of the Whole.
h. Executive business.
i. Motions, resolutions and notices.
j. Unfinished business.

DUTIES OF THE MAYOR AS PRESIDING OFFICER

2. **The Mayor, as presiding officer, shall possess the powers and perform the duties as herein prescribed:**

   a. They shall preserve order and decorum.
   b. Question of Order. They shall decide all questions of order, subject to appeal of the Council. On every appeal they shall have the right in his/her place to assign his/her reason for his/her decision; but any member may state the grounds for his/her appeal.
   c. Appointment of Committees. He/she shall appoint all committees except where the council shall otherwise order.
   d. Temporary Chairman. He/she may substitute any member to perform the duties of the chair, but such substitution shall not extend beyond the adjournment of the Council, except by special consent of the Council.
   e. Committee of the Whole. When the Council shall be ready to go into Committee of the Whole, he/she shall name a chairman to preside therein.
   f. Privileges of the floor. He/she shall have the right to invite to the floor of the Council such persons as he/she shall deem deserving of the privilege; but the right of admission under such invitation shall not extend beyond the day on which it shall be given.

3. **While a question is being put** - While the presiding officer is putting a question, no member shall walk across or out of the room; nor in such case, or when a member is speaking, shall entertain any private discourse, nor, while a member is speaking, shall pass between him and the chair.

4. **Speaking** - Every member, when he/she speaks, shall, from his/her chair, address the presiding officer as Mr. /Madam Mayor, or proper title and shall not proceed until recognized by the presiding officer; and no member shall speak more than twice to the same question, nor more than five minutes each time at the same meeting, without requesting and receiving the consent of a majority of the members present, by a roll call vote.

5. **Speaker recognized** - When two or more members request recognition simultaneously, the presiding officer shall name the member he wishes to speak first.

6. **Call to order** - Any member may be called to order; in which case the member so called to order shall immediately sit down. The point of order shall be stated at the request of the presiding officer, by the member raising the question of order, and shall be decided without debate, before proceeding to other business.

7. **Vote** - Every member shall vote when a question is stated from the chair, unless excused by the Council; and every member voting shall be in his/her place.

8. **Petitions, etc.** - Petitions and other papers may be presented by the presiding officer or any member, but when presented by a member, he/she shall first endorse on the petition or paper the substance thereof.

9. **Motions or Resolutions** - No motion or resolution shall be debated or put until seconded. No member shall make or second a motion or resolution except he/she request recognition from his/her chair for that purpose; and when seconded the motion or resolution shall be stated distinctly by the presiding officer, before being put or debated. No motion or resolution shall be

presented for action unless it has been reviewed by Corporation Counsel and submitted in writing to the Clerk by noon of the Wednesday preceding the Common Council meeting, or unless by prior authorizations of the Mayor, City Clerk, and City Attorney and then by consent of two-thirds of the whole number of the Council. Resolutions submitted for consideration may go to the appropriate committee prior to submission. A motion or resolution referred to any committee may be recalled from that committee at any subsequent Council meeting by vote of a majority of the whole number of the Council. If any motion or resolution referred to a committee shall not have been reported out within forty-five days of the time when it was referred, then the sponsor of the motion or resolution may have it brought out for Council consideration without any committee report. Any motion or resolution may be withdrawn at any time before decision, commitment or amendment by unanimous consent.

10. **Ayes and noes** - If any member require it, the ayes and noes upon any question shall be taken and entered upon the minutes of the Council. In taking the same, the names of members shall be taken alphabetically.

11. **Appointment of committees** - All committees shall be appointed by the presiding officer, unless otherwise specially directed by the Council, in which case they shall be appointed by ballot.

PRIVILEGED QUESTIONS

12. **Order of motions** - When a question is pending, no motion shall be received, except as hereinafter specified; which motion shall have preference in the order stated:

    a. For an adjournment of the Council.
    b. A call of the Council.
    c. To lay on the table.
    d. For the previous question.
    e. To postpone indefinitely.
    f. To postpone to a day certain.
    g. To refer to the Committee of the Whole.
    h. To refer to a standing committee.
    i. To refer to a special or select committee.
    j. To amend.

13. **Non-debatable motions** - A motion to adjourn, lay on the table, or for the previous question, shall be decided without amendment or debate; and all questions of order, and all questions relating to the order of business, shall be decided without debate. The several motions to postpone or to refer, shall preclude all debate of the main question.

14. **Reconsideration** - A motion for reconsideration if lost, shall not again be repeated at the same meeting of the Council, nor shall any question be reconsidered more than once.

15. **Executive business** - Executive business shall be governed by Chapter 511 of the Laws of 1976.

16. **Concerning applicant for office** - All information, or any remarks by any member concerning the character or qualifications of any person whose name shall be before the council for an

appointment to any office, shall be kept secret, and all proceedings and things of the Council, or any member thereof, in secret session, shall be kept secret until the Council shall remove all injunctions to secrecy.

17. **Divisions of questions** - If any question contains several distinct propositions, it may be divided by the chair.

18. **Reading of paper** - Any member may have any paper in possession of the council read, upon request, unless the same shall be objected to by some other member; and then the question shall be determined by a vote of a majority of the whole council, without debate.

19. **Speaking to question** - After the roll-call upon any question has commenced, no member shall speak to the question except to explain his/her vote, and then not to exceed five minutes; nor shall any motion be made until after the result is declared.

20. **Committee's Report** - No report shall be received from any committee unless the committee, or a quorum thereof, shall have met and considered the matter in a regular or special meeting of the committee.
21. **Robert's Rule of Order** - Whenever any question not covered by these rules shall arise, this council shall be governed by the parliamentary rules as laid down in Robert's Rule of Order. The Corporation Counsel shall preside as the Parliamentarian at all meetings. (Amended 4/2/14)

22. **Standing Committees** - The following standing committees shall be appointed by the Mayor at the commencement of the session, or as soon thereafter as may be practicable:

FINANCE COMMITTEE – to consist of Common Council members as appointed by the Mayor, and ex-officio members: City Treasurer and Director of Finance.

PUBLIC HEALTH & SAFETY – to consist of Common Council members as appointed by the Mayor and ex-officio members: Police Chief, Fire Chief, and Chief Building Inspector.

HIGHWAYS & PARKS - to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer, Director of Streets and Parks, Public Works Supervisor

WATER & SEWER - to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer, Sr. Building Inspector, Chief Operator/WWTP, Chief Water Treatment Plant Operator, Water Distribution Maintenance Supervisor

YOUTH – to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer.

PERSONNEL – to consist of Common Council members as appointed by the Mayor and ex-officio member: City Clerk and Personnel Officer.

WASHINGTON HUNT - to consist of three members: Mayor and two aldermen as appointed by the Mayor.

The Common Council President shall be qualified to sit as a member of any standing committee whenever his/her presence will enable such committee to reach a quorum for the transaction of business.

23. **Changing of Rules** - No standing rule or order of the council shall be amended, repealed, rescinded, changed or superseded, except by a vote of two-thirds of the whole council, nor shall any new rule be added thereto, except by a like vote; but they may be suspended at any time by a two-thirds consent of the whole council.

24. **Regular Meetings**:

a. The regular meeting of the Council shall be held on the second and fourth Wednesday of each month, except when otherwise directed by resolution of the Common Council. The hour of the meeting shall be 6:30 P.M., and if a quorum shall not be present at 7:00 P.M., the Common Council shall stand adjourned. The Committee of the Whole shall meet one half hour prior to the start of the regularly scheduled Common Council meetings.

b. The Committee of the Whole work sessions shall be held at 6:00 P.M. on the second and fourth Wednesday of each month, preceding the Council meeting, or any other day and time if so directed by the President of the Common Council.

25. **Business of Special Meeting** - It shall not be in order at any special meeting to proceed to any other business than that for which the meeting was convened, unless by unanimous consent of all members present.

26. **Regular Committee Meetings** - The standing committees shall have regular meetings for the transaction of committee business.

27. **Report of Committees** - It shall be the duty of the committees to report on every subject referred to them, within two weeks from the time of such reference, unless the time shall have been extended by the council.

28. **General rules and regulations for the letting of contracts for materials, supplies, equipment or public works projects (including local public improvements).**

l. After any materials, supplies, equipment or public works project shall have been ordered, the Common Council shall, at the time of adopting the ordinance therefor, or at any time thereafter, give notice, or order and direct the same to be given, that proposals for the doing and completion of said work will be received.

2. All notices shall be given by the City Clerk by publishing same in the official paper of this city.

3. Notices for the receiving of proposals shall be of the following form - the blanks therein to be filled at the time of publication as necessities require: NOTICE TO BIDDERS City Clerk's Office, Lockport, New York Sealed proposals shall be received by the undersigned at his office, Lockport Municipal Building, One Locks Plaza, Lockport, NY until (day), (date), at (time) for in accordance with the specifications made therefor and obtainable at the (appropriate City office). Proposals must be for the amount in gross and include everything connected with the proposed materials,

supplies, equipment or public works project being bid. Each proposal must be accompanied by a certified check or bid bond in an amount equal to ten percent of the bid. The Common Council hereby reserves the right to reject any or all proposals. By order of the Common Council of the City of Lockport, N.Y. _____ City Clerk

4. No proposal after time expires. After the time in said notice specified for the reception of proposals shall have expired no further proposals for the work specified therein shall be received; and each and every plan and specification therein published shall be particularly and strictly observed by all concerned.

5. Proposals to be guarded. The City Clerk shall receive all proposals at his office in this City, and shall carefully guard and preserve the same unopened; he shall not permit either or any of them to be taken from his custody until such time and in such manner as the Common Council may order and direct.

6. Clerk to open. The Clerk shall publicly open and read the bids on the date and at the time specified in the Notice to Bidders.

7. Clerk to report to Council. The City Clerk shall submit a summary of those bids received and opened to the Common Council at its first regular meeting thereafter, under the order of "unfinished business."

8. Recess to examine. The Mayor may thereupon declare a recess, stating the duration thereof, in order that the members of the Council may critically examine each proposal.

9. Action on proposals. Upon re-assembling, the Common Council shall consider said proposal, and shall without adjournment take some action in relation thereto, either by accepting the proposal of the lowest responsible bidder, or by rejecting all bids, or by referring the same to some proper committee.

10. To again advertise. In case all bids are rejected, the Common Council shall again direct the publication of a notice to bidders, similar in all respects to that first advertised, and shall so continue to advertise for, receive and consider proposals for said items until by a vote of a majority of the council, a contract is finally awarded, except, however, in cases where the Common Council shall reconsider its action requiring such work to be performed by contract.

11. Certified Check or Bid Bond. Each proposal shall be accompanied by a certified check or bid bond in a sum not less than ten percent of the amount of the proposal. In the event the successful bidder fails to enter into contract within five days after being notified by the City Clerk, the check will be forfeited.

12. The Common Council reserves the right to reject any or all proposals.

29. **Two-thirds vote to repeal** - No legislative ordinance, act or resolution passed during any previous meeting of the current term of this council, shall be amended, repealed, rescinded, changed or superseded, in whole or in part, except by two-thirds vote of the whole Council.

30. **Recess for public input** - Those desiring to speak at Common Council meetings may do so during the recess for public input following the Mayor's Update, and after adjournment. The first instance shall be limited to matters regarding City business on the Agenda; the second instance shall be to address matters concerning the general welfare of the City.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.6
By Alderman _____:

Resolved, that pursuant to their request, the Historic Palace Theatre is hereby granted permission to conduct the 50th annual L10 Run from 9am until 12:30pm on Saturday, February 12, 2022. The race route will require closing East Avenue between Elm and Charles Streets; closing Elm Street for the finish of the race; and, disrupting traffic flow on Market Street. Permission is granted subject to approval of the race route by the Police Chief and subject to the Historic Palace Theatre filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured, and be it further

Resolved, that permission is granted to place two portable toilets in the parking lot at Nelson Goehle Widewaters Marina for the runners' convenience, and be it further

Resolved, that the Director of Streets and Parks is hereby authorized and directed to arrange for salting the streets in the City's portion of the race route if necessary, and to deliver barricades, cones, and "street closed" signs as required, and be it further

Resolved, that the Traffic Captain is hereby directed to arrange for police support for said event.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.7
By Alderman _____:

Whereas, the City of Lockport adopted by Resolution 112018.11 an Employee Handbook on November 20, 2019; and

Whereas, that included in the Employee Handbook were certain mandatory subjects of bargaining that were improperly unilaterally imposed by the City; and

Whereas, certain unions had filed labor charges against the City for the implementation of the Employee Handbook; and

Whereas, the City's Corporation Counsel has resolved the litigation and negotiated a revised Employee Handbook with the subject Unions; now, therefore, be it

Resolved, that the City of Lockport hereby adopts and approves the Employee Handbook as revised and authorizes the Mayor to implement the same.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.8
By Alderman _____:

Resolved, that pursuant to their request, Soccer Shots Buffalo is hereby granted permission to conduct a Spring and Summer Soccer Program on Saturdays at Altro

Park beginning April 23, 2022 through September 3, 2022, subject to Soccer Shots Buffalo filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.9

Whereas, the City of Lockport Police Department participates in joint enforcement activities with the Federal Drug Enforcement Agency and the Niagara County Drug Task Force; and

Whereas, the City of Lockport Police Department receives, from time to time, funds generated from these joint enforcement activities which are to be used for the purchase, maintenance, and/or replacement of capital equipment within the Police Department; and

Whereas, the City must amend its 2022 budget to properly account for the use of these funds; and

Whereas, the Police Department has identified the use of funds for payment of a forensic scanner lease; now, therefore, be it

Resolved, that the 2022 General Fund Budget is hereby amended as follows:

Increase:

Expense:	A.3120.54515 Special Supplies	$10,633.43
Revenue:	A.3120.34389 Other Federal Public Safety	$10,633.43

Seconded by Alderman _____ and adopted. Ayes _____.

012622.10

By Alderman _____:

Resolved, that pursuant to their request, Happily Running, LLC is hereby granted permission to use the rest room facilities and pavilion at Nelson C. Goehle Wide Waters Marina on the weekends of January 29 and 30 and August 13 and 14, 2022, for the annual Winter and Summer Beast of Burden Ultra Marathons. Said permission is subject to Happily Running, LLC filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured, and be it further

Resolved, that the Director of Streets and Parks is hereby authorized and directed to arrange for the preparation of the restroom facilities for said event and to arrange for delivery of barricades to close off the parking lot, and be it further

Resolved, that said permission is subject to any and all Executive Orders by the New York State Governor, and any and all Local Laws and Regulations, with regard to social distancing and COVID-19 regulations.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.11

By Alderman _____:

Whereas, in compliance with the New York State Office of the Comptroller, all governmental entities are recommended to have and maintain a budget modification policy that identifies appropriate practices and regulation as they relate to City finances; now, therefore, be it

Resolved, that the City of Lockport does hereby adopt the following budget modification policies and procedures:

Guideline #1: Department Heads, throughout the year, may encounter budget line items that require additional funding for operational costs. The first priority is to utilize unused excess funds within their department. If they can identify matching excess funds in their department to be reduced in the same amount of the requested increase, the Department Head may request an individual amendment amounting from **$1 to $10,000** within their budget, to be posted in New World by said Department's Account Clerk and subsequently reviewed, approved, and posted by the Director of Finance (without the need to fill out and submit the attached Budget Amendment Worksheet). In the event that the Department Head cannot identify excess funds in their department to cover the requested budgetary increase, they are to follow Guideline #4.

Guideline #2: For individual amendment amounts ranging from **$10,001 to $25,000** (in which the Department Head can identify excess funds to match the requested increase), the Department Head will provide to the Director of Finance the attached Budget Amendment Worksheet. In this event, the Director of Finance shall have the authorization:

- To approve requests for the transfer of funds, not to exceed $25,000, within and between the contractual, capital, and benefit expense items of a department budget, provided said administrative transfers do not exceed total appropriations for the departmental budget as adopted or amended by the City Council.

- To approve requests for the transfer of funds, not to exceed $25,000, within the Personal Services account or from Personal Services to Equipment and Contractual, provided said authority is further limited to modifications for temporary, overtime and/or shift differential appropriations, which shall not result in the creation of permanent full time or part-time positions.

Guideline #3: For individual amendments ranging from **$25,001 to $50,000** (in which the Department Head can identify excess funds to match the requested increase), the Department Head will provide to the Director of Finance the attached Budget Amendment Worksheet. In this event, the Director of Finance in concurrence with the Mayor, shall have the authorization:

- To approve requests for the transfer of funds which exceed $25,000 but are less than $50,000 within and between the equipment and contractual areas of the department budget, provided said transfers do not exceed total appropriations for the departmental budget as adopted or amended by the City Council.

- To approve requests for the transfer of funds which exceed $25,000 but are less than $50,000 within the Personal Services account or from Personal Services to Equipment and Contractual, provided said authority is further limited to modifications for temporary, overtime and/or shift differential appropriations, which shall not result in the creation of permanent full time or part-time positions.

Guideline #4: Common Council approval shall be required for all other budget amendments, including requests that transfer funds from one department to another, as well as the use of contingency. In these events, the Department Head will provide to the Director of Finance the attached Budget Amendment Worksheet, which will then be reviewed by the Finance Director and submitted (in resolution format) to the Clerk's Office for the Common Council to vote on. Department Heads must provide this form to the Finance Director at least two weeks before the Common Council meeting they wish this amendment to be voted on.

Guideline #5: In all instances, there shall be no splitting of transfer amounts to avoid the next level of authorization.

Guideline #6: This policy shall be reviewed annually by the City of Lockport Common.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.12

By Alderman _____:

Whereas, in compliance with the New York State Office of the Comptroller, all governmental entities are recommended to have and maintain a fund balance policy that identifies appropriate fund balance levels as they relate to our cash flow, annual budgets, and contingency; now, therefore, be it

Resolved, that the City of Lockport does hereby adopt the following fund balance policies and procedures:

Guideline #1 – Use of Fund Balance: Fund balance is the accumulation of prior years' excess or deficit of all revenues and expense. For the purposes of the budget, revenue and expense activity includes bond proceeds and debt service. Available fund balances shall not be used for ongoing operating expenditures, unless a determination has been made that available balances are in excess of required guidelines and plans have been established to address any future operating budget shortfalls. Emphasis shall be placed on one–time uses that achieve future operating cost reductions and/or service level efficiencies.

Guideline #2 – General Fund: The City shall maintain a minimum unrestricted fund balance in the General Fund equal to 17% of the following year's General Fund budgeted expenditures to be used for cash flow purposes, to cover unanticipated expenditures of a non–recurring nature, to meet unexpected increases in service delivery costs and/or to cover unexpected revenue shortfalls. These funds are used to avoid cash flow interruptions, generate interest income, and to avoid the need for short–term borrowing. Each year, the City shall budget an operating budget contingency of not less than 1.25% of all budgeted General Fund expenditures

Guideline #3 – Non-General Governmental Funds: The appropriate balances shall be the amount needed to maintain positive cash balances throughout the year with exceptions made for those funds associated with economic development purposes which may be aggregated by fund type to maintain a positive balance. An adequate operating contingency expense shall be budgeted to provide for business interruption costs and other unanticipated or unbudgeted expenditures. Enterprise funds shall also maintain adequate reserves for emergency improvements relating to new regulations, or emergency needs for capital repair or replacement.

Guideline #4 – Enterprise Funds: The City shall maintain a minimum cash balance in its Enterprise Funds equal to three months of operating expense, or 25% of the funds' annual operating budget. This balance shall be maintained to ensure adequate maintenance reserves, operating cash flow requirements, debt service requirements and legal restrictions. Where cost–effective access to capital markets is available and debt financing is regularly used, replacement balances shall not be maintained in a manner which charges current consumers to pay for future facilities, with exceptions made for those funds associated with economic development purposes. Balances in excess of three months of operating expense may be utilized for capital purchases and replacements in lieu of debt financing if doing so allows for continued maintenance of appropriate balances and funding plans. Alternatively, surplus cash reserves may be used for early debt retirement at the recommendation of the Finance Director and City Treasurer, and approval of the Common Council. Financing decisions shall consider the impact on user rates.

Guideline #5 – Internal Service Funds: To ensure adequate maintenance reserves, cash flow balancing requirements, and legal restrictions, the Self–Insurance Funds shall maintain a cash balance equal to the unpaid claim reserves payable amount on its balance sheet, as defined by the independent actuary plus 10% of the annual department operating budgets within the fund. Net position within the fund should not fall below zero.

Guideline #6 – Annual Review: An annual review of cash flow requirements and appropriate fund balances shall be undertaken to determine whether modifications are appropriate for the reserve policy.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.13

By Alderman _____:

Whereas, in compliance with the New York State Office of the Comptroller, all governmental entities are recommended to have and maintain an investment policy that identifies appropriate practices and regulation as they relate to City finances; now, therefore, be it

Resolved, that the City of Lockport does hereby adopt the following investment policies and procedures:

Guideline #1 - Scope: This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or

individual.

Guideline #2 - Objectives: The primary objectives of the local government's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain the optimum rate of return (yield).

Guideline #3 - Delegation of Authority: The governing board's responsibility for administration of the investment program is delegated to the City Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

Guideline #4 - Prudence: All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Lockport to govern effectively. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investments, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Guideline #5 - Diversification: It is the policy of the City of Lockport to diversify its deposits and investments by financial institution, and by maturity scheduling.

Guideline #6 – Internal Controls: It is the policy of the City of Lockport for all moneys collected by any officer or employee of the government to transfer those funds to the (chief fiscal officer) within 30 days of deposit, or within the time period specified in law, whichever is shorter. The City Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from un-authorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

Guideline #7 – Designation of Depositories: The banking institutions authorized for the deposit of monies are to be designated by Council resolution as required by City Charter, Section C-101.

Guideline #8 – Collateralizing of Deposits: In accordance with the provisions of General Municipal Law, #10, all deposits of the City of Lockport, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal

Deposit Insurance Act shall be secured:

- By a pledge of "eligible securities" with and aggregate "market value" as provided by GML #10, equal to the aggregate amount of deposits from the categories designated in Guideline 13 of this policy.
- By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organizations or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- By an eligible surety bond payable to the City of Lockport for an amount at least equal to 100% of the aggregate amount of deposits and agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, and who has met with the requirements of the State Comptroller's office. (#3 added 01/04/95)

Guideline #9 – Safekeeping and Collateralization: Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements. The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment to the City of Lockport or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

Guideline #10 – Permitted Investments: As authorized by General Municipal Law, #11, the City of Lockport authorizes the City Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificates of deposit;

- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United State of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL #24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the City of
- Lockport;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML #6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Lockport within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Lockport within two years of the date of purchase.

Guideline #11 – Authorized Financial Institutions and Dealer: The financial institutions so designated by the Common Council as outlined in paragraph VII of this policy shall be the authorized institutions approved for investment purposes. All financial institutions with which the City of Treasurer conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the City of Lockport. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The City Treasurer is responsible for evaluating the financial position.

Guideline #12 – Purchase of Investments: The City Treasurer is authorized to contract for the purchase of investments:

- Directly, including through a repurchase agreement, from an authorized trading partner.
- By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
- By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Lockport by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General

Municipal Law, #10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities

Guideline #13 – Schedule of Eligible Securities:

- (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- (ii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market Value of the obligation that represents the amount of the insurance or guaranty.
- (iii) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- (iv) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (v) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (vi) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- (vii) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- (viii) Commercial paper and banker's acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- (ix) Zero coupon obligations of the United States government marketed as "Treasury strips".

Guideline #14 – Annual Review: An annual review of the investment policy should be undertaken to determine whether modifications are appropriate.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.14

By Alderman _____:

Whereas, Section 104-b of the General Municipal Law (GML) requires every city to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML, Section 103 or any other law; now, therefore, be it

Resolved, that the City of Lockport does hereby adopt the following procurement policies and procedures:

Guideline #1: Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Section 103. Every city officer, board, department head or other personnel with the requisite purchasing authority (hereinafter purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in given fiscal year. That estimate shall include the canvass of other city departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusionsreached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline #2: All purchase contracts which will exceed $20,000 in the fiscal year or public works contracts over $35,000 shall be formal bid pursuant to GML Section 103.

Guideline #3A: For the Purchase of Commodities, Equipment, or Goods (Non-Public Works):

Dollar Limit	Procedure
$1 - $2,999	At the discretion of the Department Head
$3,000 - $4,999	Documented oral/written/emailed quotes from at least three vendors
$5,000 - $19,999	Formal written/emailed quotes from at least three separate vendors
$20,000 and up	Sealed bids in conformance with General Municipal Law, Section 53

Guideline #3B: For the Purchase of Public Works Projects/Contracts:

Dollar Limit	Procedure
$1 - $2,999	At the discretion of the Department Head
$3,000 - $4,999	Documented oral/written/emailed quotes from at least three vendors
$5,000 - $34,999	Formal written/emailed quotes from at least three separate vendors
$35,000 and up	Sealed bids in conformance with General Municipal Law, Section 53

Any written RFP shall describe the desired goods, quantity, and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered. One quotation must be obtained from a local vendor, if possible. All information gathered in complying with the procedures of this guideline shall be preserved and filed with the documentation supporting the subsequent purchase order and provided to the Principle Account Clerk in the Finance Department.

Guideline #4: The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares a written justification providing reasons why it is inthe best interest of the City and its taxpayers to make an award to other than the low bidder. Local vendors may be given a five percent (5%) price benefit for the contracts less than $20,000 in determining lowest bid. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline #5: A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline #6: No solicitation of written proposals orquotations shall be required under the following circumstances (but must still be documented with the attached worksheet):

- Emergencies, as defined by General Municipal Law Section 53 (4);
- Sole source situations;
- Goods purchased from agencies for the blind or severely handicapped;
- Goods purchased from correctional facilities;
- Goods purchased from another governmental agency;
- Goods purchased at auction;
- Goods purchased through a New York State and/or County contract (needs approval with a Council Resolution when substituting for the sealed bidding procedures).

Guideline #7: Departments are responsible for ensuring that procurement policy guidelines are withheld in their departments. Any other employee making purchases shall act subject to the direction of the department head responsible for purchasing.

Guideline #8: This policy shall be reviewed annually by the City of Lockport Common Council.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.15

By Alderman Devine:

Whereas, the American Rescue Plan Act of 2021 (ARPA) provided the City with $1,037,044.91 in FY 2021 funding with an additional funding amount of $1,037,044.91 anticipated to be released in the summer of FY 2022, and

Whereas, resolution 111721.21 authorized the Raw Water Pumping Station Emergency Generator project, totaling $800,000, with a potential grant from NYSEFC of $480,000 and a local match (of intended ARPA funds) for the remaining $320,000, and

Whereas, the City's engineering firm has recommended to begin preliminary design work to ensure a more efficient and effective timeline once ARPA and /or other grant funds are released; now, therefore, be it

Resolved, that the Council hereby appropriates the FY 2022 anticipated ARPA funds in the amount of $320,000 with an additional ARPA contingency appropriation of $480,000 (for a total of $800,000) in the event that other grant opportunities do not materialize.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.16

By Alderman _____:

Resolved, that pursuant to the recommendation of Mayor Roman, Mark S. Devine, Lockport, NY is hereby appointed to the Lockport Community Cable Commission for a two-year term expiring on December 31, 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.17

By Alderman _____:

Resolved, that pursuant to the recommendation of Mayor Roman, Thomas E. Lupo, Lockport, NY is hereby reappointed to the Lockport Community Cable Commission effective January 1, 2022, with said term to expire December 31, 2024.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.18

By Alderman Fogle:

Whereas, the City of Lockport Fire Department is interested in purchasing a used ambulance from Harris Hill Volunteer Fire Company in Williamsville for use as a utility vehicle for LFD, and

Whereas, the vehicle is a 1999 Ford E450 Braun Ambulance with 30,000 miles and 3,730 engine hours, and

Whereas, the purchase price offered for said vehicle is $5,000; now, therefore, be it

Resolved, that the Common Council hereby authorizes the department to purchase the used vehicle, and also amends the General Fund budget as follows:

Expenditures

Decrease

A.1900.54775	Contingency	$5,000

Increase
A.3410.52070 Public Safety Equipment $5,000

Seconded by Alderman Beakman and adopted. Ayes _____.

012622.18A
By Alderman _____:

Resolved, that the request for a special use permit made by Adam Linderman to harbor pigeons on the property located at 25 Orchard Street, situated in an R-3 Zone, be and the same is hereby approved, subject to the following provisions:

No change in character of neighborhood.
No excessive noise or disturbance of neighborhood.
No appreciable change in traffic.
No outside storage of materials.
Special permits can be indefinite or limited to a specific time.

The special permit shall go to the applicant only and shall terminate on the sale or transfer of the property, and further it terminates if the use permitted is abandoned for more than one year, if any of the conditions enumerated herein have changed, and in the discretion of the Common Council make such use unsuitable.

Seconded by Alderman _____ and adopted. Ayes _____.

012622.19 **ADJOURNMENT**

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, February 9, 2022.
Seconded by Alderman _____ and adopted. Ayes _____.

PAUL K. OATES
City Clerk

State of the City Address- Michelle M. Roman Mayor, City of Lockport January 26, 2022

Good evening. I first want to take a moment to thank you for your continued dedication to our community during these trying times. I appreciate everyone's cooperation in following the guidelines established by the CDC, the State Department of Health, and the Governor, while we try to reduce the impact of COVID-19 in our community. We are working closely with local and State agencies to maximize our response and keep our residents safe. Despite this continued battle with COVID-19, we are working hard to keep our community moving forward while aiming to maximize the safety of all our residents. Normally the following information relating to COVID-19 protocols would not be part of the state of the city, but it has been almost two years since the COVID Pause first came into place, and it has had a large impact on our city government, our community businesses and organizations, our schools, and our residents. Therefore, it is important that this information continues to be shared. The City just received 600 Home Test Kits for COVID and will be giving them out to city residents this Saturday, January 29, from 10am-12pm, in front of the city police department. To receive an at-home test kit, please enter the one-way driveway between city hall and the old Kendzie's building, from Main Street. Proceed north and the police department will be there to hand off kits through your window, until we run out of kits. You will then exit onto Niagara Street.

Our police and fire departments are working at full staff and are available 24 hours a day. Our water filtration and wastewater treatment plants are staffed and functioning to continue to provide fresh, clean water. Our essential workers in the highways and parks and water distribution departments continue to work on our trees, storm drains, sewers, and water lines, as well as taking care of ice and snow removal. Our buildings and grounds team are doing a great job disinfecting City Hall, allowing us to continue to provide city services for our residents and taxpayers in all our departments. However, we are continuing to offer the ability of residents to conduct most business remotely, as we know not everyone is comfortable coming to city hall, or in public spaces, at this time. If in-person business is necessary, you may contact the individual department to arrange for an appointment or stop in at one of our windows. The building Inspection Department, along with our planning and zoning boards, are functioning to help our residents and businesses to continue to move forward with plans of improving properties and our communities. If you want to apply for a job, turn in a civil service exam application, or submit other documents, please send them in the mail, or drop them off in the night drop box on the side of city hall by the main parking lot. The city now accepts on-line payments for a nominal fee, and you can set up an ACH account with your bank for free. You may also drop off payments in the night drop off box, or you can pay in person in the Treasurer's Office at the window. Our website has many documents and information, including how to contact each department. Office hours with the Mayor continue uninterrupted with appointments. As a reminder, all visitors to City buildings must continue to follow the mask mandate.

City council also continues to work and will continue to hold Common Council meetings, but we will continue to accept public comment via email to the city clerk, as well as in person at the podium during allotted times. We have a new schedule that is in effect with the newly elected

common council, consisting of four new members and two previous council members. All meetings will be on the second and fourth Wednesdays starting at 5:30pm with the finance meeting in m-24, then the work session of the Committee of the Whole is at 6:00pm, immediately followed by the Common Council meeting at 6:30pm. All council meetings are streamed live on LCTV.net, viewed live on Spectrum channel 1303, or aired live on the FM radio 90.9. If you are unable to catch them live, you may watch them on demand at LCTV.net. I will continue to provide my monthly Mayoral update every third Thursday of the month on LCTV channel 1303 live on their Access to Government Ask the Mayor program. You can call in direct during the show with questions. Our various committees and boards are also functioning with a hybrid of virtual and in-person meetings, you may contact the city clerk or mayor's office to get access information to attend all public meetings.

With the COVID Pause impacting everyone's bottom line, including the city, we worked on a budget that was fiscally responsible, yet still fulfilling the obligations of the city to its residents and taxpayers. In November of 2021, the Common Council approved my proposed Fiscal Year 2021 Budget, as amended by their changes. With the supplemental aid from both the state and federal levels we have invested in much needed capital equipment- two new street sweepers have been delivered, a new sewer vacuum, two bucket trucks, one for the city electrician and one for the forestry division, a dump truck with plow and wing, as well as a new pothole truck are all on order and awaiting delivery. We will be installing a new generator at our raw water pump station in NT and hope to replace the apron at the fire and police station areas of city hall with the remaining funds from the federal COVID relief bill. We have plans to improve the traffic areas of Washburn and East Avenue, as well as Lincoln and Locust by the high school. We are partnering with the Lockport City School District on the latter, to ensure the safety of students and pedestrians at that corner. We will also be sending out an RFP soon to have East Avenue milled and paved from Cleveland Place to Washburn, thanks to the additional funding from the state for our touring routes of 31 and 78. Our crews continue to improve the amount of roads that they are repairing and paving each year. Since 2019, they have worked on almost 30 miles of roads, which is significantly more than the previous eight years.

Despite these hardships, setbacks and fiscal insecurities, Lockport has accomplished much in 2021. Lockport has a lot more to look forward to in 2022, as well. We have started the conversation between our police and our community and will continue to see improvements in communication and training for our police department that serves our community. The city is continuing updates to the infrastructure, including updates to our service pumps in our filtration plant, UV disinfection with our wastewater process, and streetscapes through green infrastructure grant program and other funds. Washburn St from Walnut to South, South from Washburn to Locust, and Pine St from Walnut to Main will all be improved both aesthetically, as well as functionally, reducing the storm water and sanitary overflows into our freshwater system. The NYSDEC is working with the city for a clean-up project and replacement of our 30-inch Gulf Interceptor sewer project. This was implemented after an engineering study was provided with a joint effort and funds from the Town of Lockport. The EPA is gaining the funds necessary to move forward on their clean-up project of the superfund site of 18-mile creek in lower town and the City is cooperating with same. Similar to the partnership with the DEC on

the Gulf project, the EPA is allowing the city to repurpose a pipe they will be using to divert the creek during clean-up for our sewer flow into the wastewater treatment facility, saving the city significant time and money on completing this project. Talks with community organizations for possible public use of the site once it is safe is in the works, as well.

With the support of the common council, we also started re-investing in our parks, which will continue in 2022. Partnering with the VFW and local labor organizations, along with $5,000 the common council appropriated and $5,000 from the Grigg-Lewis foundation, the Hero's Way Memorial will be installed in the spring of this year in Outwater Park. Fundraising for a new permanent skate park was completed thanks to our partnership with Lockport Community Services, Inc., and Friends of the Railyard, as well as foundation support by Grigg-Lewis, Ralph Wilson Jr Foundation, Oshei Foundation, Geico, Verizon, and more, thus allowing construction to be complete by the fall of this year. We have been notified of a grant through the Canal Corporation to improve our trail along the Market Street and Erie Canal on the south side of North Adam Street Bridge, and look forward to the completion of this project with another partnership with community organizations like the Rotary Club.

The Downtown Revitalization Initiative projects across the downtown are starting to begin. Including the streetscapes previously mentioned, the city will see improvements at key properties across the downtown area including the Palace Theater, the old Post Office, the Tuscarora Club, the old electric building on Pine Street, as well as many other smaller projects, funded by over a half a million of the ten million dollars that local small businesses were able to take advantage of for improvements on their properties. We are in the final year of a three-year equity improvement project. The goal of this project is to ensure all properties are assessed uniformly and to ensure the tax burden is shared fairly with all property owners. The city has updated the calendar for the general assessment process to coincide more closely with the rest of Niagara County, so the exemptions are due March 1, as opposed to May 1. Another exciting project we will be continuing is the update to the city's comprehensive plan, which was last done over 23 years ago. This will include a comprehensive re-zoning of the city to allow for residents and businesses alike to have a level playing field for potential improvements to their properties. This project will also aid in the ability of the city to qualify for even more grants in the future.

Our Community Development office has been working diligently to obtain grants to help city homeowners, potential homeowners, businesses, and community organizations. Community Development has been implementing an $800,000 first time home buyer program, which offers grants in the form of deferred loans for individuals and families that meet income eligibility to purchase their first home. We also applied for a $500,000 home improvement program, which, if the city were to receive this award, will assist income eligible homeowners in making necessary improvements to their homes to meet codes, including but not limited to roof, window, and door replacements, and updating or replacing furnaces. .

On the business side, Community Development has secured a $300,000 microenterprise grant program that was launched towards the end of 2021. The City also secured $845,000 in CARES Act funding to support businesses and public facilities-in this case the Dale Association and

Briarwood. We are waiting for a final "release of funds" from the State in order to launch that program. Additionally, the GLDC has been implementing the DRI Small Project Fund and overseeing about 20 projects that received grant funds for improvements to their buildings, like roofs and façade improvements. Only three projects have been completed thus far, so there is still a lot to come in 2022. Contact community development by phone at 716-439-6686, or check out the city's website, for more information.

Our finance department, spearheaded by our Director of Finance has been working on continuing to improve the City's finances. The city now provides detailed annual budgets on-line with clarifications and rationale for financial decisions. For the first time since 2015, the city received an essentially clean audit from the state with minor suggestions for improvement. We have settled the last two outstanding labor contracts in the last year, which helps stabilize the city's financial future, and helps support a solid plan for moving forward. We are in year two of the three-year plan with hiring twelve firefighters in increments of four per year. Their manning will be at eight per shift after all the new hires are trained. Next year we will complete the court ordered settlement, bringing the Department up to the safety standard minimum of nine per shift. We have been able to comply with this mandate by responsible fiscal planning, which had a minimal financial impact on taxpayers, while still ensuring the safety of our residents.

None of this is possible without the hard work and dedication of our elected officials who approve them, collaboration with our community partners, and most especially the city employees.

Lastly, our local businesses continue to need our support more than ever. Please do your best to support our community's businesses, while continuing to follow the social distancing guidelines. This is just another example of adversity that the residents of Lockport face. But we are a strong and resilient community! We will rise to the challenges that we face as a community and overcome them together. Stay safe, stay healthy, and be kind.

Warm regards,

Michelle Roman
Mayor
City of Lockport

Office of the Mayor

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

MICHELLE M. ROMAN
MAYOR

January 5, 2022

To: Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, I, Michelle M. Roman, Mayor of said City, do hereby make the following appointments:

For the term of one year expiring on December 31, 2022.

President of Common Council	Paul Beakman
Corporation Counsel	Laura Miskell Benedict
Deputy Corporation Counsel	Jason Cafarella
Deputy Corporation Counsel	Patricia McGrath
Traffic Advisory Committee	Patricia McGrath
Niagara Community Action Program	John Lombardi, III

2022 Common Council Standing Committees:

Finance Committee- Alderman Beakman, Chairman
Members: Aldermen Barnard, Devine, Fogle, Kantor, Pasceri
City Treasurer, Staff Accountant, Director of Finance

Public Health & Safety Committee- Alderman Barnard, Chairman
Members: Fire Chief, Police Chief, and Chief Building Inspector, Aldermen Beakman, Devine, Fogle, Kantor, Pasceri

Highways & Parks Committee- Alderman Pasceri, Chairman
Members: Aldermen Barnard, Beakman, Devine, Fogle, Kantor
City Engineer, Director of Streets and Parks

Water & Sewer Committee-Alderman Devine, Chairman
Members: Aldermen Barnard, Beakman, Fogle, Kantor, Pasceri
City Engineer, Sr. Building Inspector, Chief Operator/WWTP, Chief Operator Water, Water Distribution Supervisor

Youth Committee-Alderman Kantor, Chairman

Members: Alderman Barnard, Beakman, Devine, Fogle, Pasceri

Personnel Committee- Alderman Beakman Chairman
Members: Aldermen Barnard, Devine, Fogle, Kantor, Pasceri
City clerk, Personnel Officer

Washington Hunt Committee: Mayor Roman, Chairman
Members: Alderman Devine, Corporation Counsel Laura Miskell Benedict

For their term of office:

Police Board	Alderman Mark Devine
Fire Board	Alderman Kitty Fogle
Community Cable Commission	Alderman Mark Devine

License Revocation Board- Alderman Kantor
Members- Chief Building Inspector +

Tree Advisory Committee-(Ad-Hoc)- Alderman Beakman, Chairman

Witness my hand and the seal of the City of Lockport, New York this 5th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 1, 2022

Suzanne Shears, Executive Director
Niagara Community Action Program
1521 Main Street
Niagara Falls, NY 14305-2521

Dear Ms. Shears:

Under and by virtue of the authority conferred on me by the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint, John Lombardi III, 329 Chestnut Street, Lockport, NY as the City of Lockport representative for NIACAP effective January 1, 2022.

If you have any questions, please feel free to contact me.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

cc: City of Lockport Common Council
J. Lombardi III

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 3, 2022

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Kathryn Fogle, 101 Nichols Street, Lockport, NY 14094 to the Youth Board effective January 1, 2022.

Said term expires December 31, 2024.

Witness my hand and the seal of the City of Lockport, New York this 3rd day of January, 2021.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: K. Fogle
L. Kantor

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 3, 2022

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Demetrius Grant, 102 Bridlewood Drive, Lockport, NY 14094 to the Youth Board effective January 1, 2022.

Said term expires December 31, 2024.

Witness my hand and the seal of the City of Lockport, New York this 3rd day of January, 2021.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: D. Grant
L. Kantor

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

MICHELLE M. ROMAN
MAYOR

January 3, 2022

To: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Anita Mullane of 93 Lindhurst Drive, Lockport, NY, 14094, to the Police Board effective January 1, 2022.

Said term expires on December 31, 2022.

Witness my hand and the seal of the City of Lockport, New York this 3rd day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: A. Mullane

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

MICHELLE M. ROMAN
MAYOR

January 3, 2022

To: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Sienna R. Marren of 183 Willow Street, Lockport, NY, 14094, to the Fire Board effective January 1, 2022.

Said term expires on December 31, 2025

Witness my hand and the seal of the City of Lockport, New York this 3rd day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: S. Marren

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 5, 2022

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Greg Zakrezewski, 5715 Royalton Center Rd., Gasport, NY 14067 as a member of the Plumbing Board effective January 1, 2022.

Said term expires on December 31, 2024.

Witness my hand and the seal of the City of Lockport, New York this 5th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: G. Zakrzewski
C. Dimmick

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

MICHELLE M. ROMAN
MAYOR

January 10, 2022

To: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Cheryl L. Brown of 422 West Caledonia Street Lockport, NY, 14094, to the Police Board effective January 1, 2022.

Said term expires on December 31, 2025.

Witness my hand and the seal of the City of Lockport, New York this 10th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: C. Brown
M. Devine
S. Abbott

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 10, 2022

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Andrew D. Harris, 83 Prentice Street, Lockport, NY 14094 to Municipal Worker for the City of Lockport Parks Department effective January 1, 2022.

Said appointment is Permanent and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 10th day of January 2022.

Michelle M. Roman
Mayor

MMR/mal

cc: A. Harris
C. Landry
Civil Service

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 10, 2022

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Nicholas D. Rubert, 182 Irving Street, Lockport, NY 14094 to Public Works Supervisor for the City of Lockport Highway & Parks Department effective December 30, 2021.

Said appointment is Provisional and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 10th day of January 2022.

Michelle M. Roman
Mayor

MMR/mal

cc: N. Rubert
Civil Service

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 10, 2022

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Jessica E. Stopa, 6109 East Lake Road, Burt, NY 14028 to Assistant Chief Operator for the City of Lockport Wastewater Treatment Plant effective December 30, 2021.

Said appointment is Provisional and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 10th day of January 2022.

Michelle M. Roman
Mayor

MMR/mal

cc: J. Stopa
M. McFall
Civil Service

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 12, 2022

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Mark A. Cocco, 21 Allen Street, Lockport, NY 14094 to Municipal Worker for the City of Lockport Highway & Parks Department effective January 7, 2022.

Said appointment is Permanent and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 12th day of January 2022.

Michelle M. Roman
Mayor

MMR/mal

cc: M. Cocco
N. Rubert
Civil Service

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 12, 2022

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Sarah K. Lanzo, 129 Beattie Avenue, Lockport, NY 14094 to the Buildings and Grounds Accessibility Committee, effective January 1, 2022.

Said term expires on December 31, 2023.

Witness my hand and the seal of the City of Lockport, New York this 12th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: S. Lanzo

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 14, 2022

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint John F. Swan, 28 Maple Street Lockport, NY 14094 to the Parks Board.

Said term expires on January 12, 2026.

Witness my hand and the seal of the City of Lockport, New York this 14th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: J. Swan

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 19, 2022

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint John F. Swan, 28 Maple Street, Lockport, NY 14094 to the Buildings and Grounds Accessibility Committee, effective January 1, 2022.

Said term expires on December 31, 2023.

Witness my hand and the seal of the City of Lockport, New York this 19th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: J. Swan

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

MICHELLE M. ROMAN
MAYOR

January 13, 2022

To: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby recommend Mark S. Devine, 110 Corinthia Street, Lockport, NY, 14094, as a member of the Lockport Community Cable Commission, effective January 1, 2022.

Said term expires on December 31, 2023.

Witness my hand and the seal of the City of Lockport, New York this 13th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: M. Devine

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Office of the Mayor

Michelle M. Roman
MAYOR

January 12, 2022

TO: Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby recommend reappointing Thomas E. Lupo, of 17 Bobolink Lane, Lockport, NY 14094 as a member of the Lockport Community Cable Commission effective January 1, 2022.

Said term expires on December 31, 2024.

Witness by hand and the Seal of the City of Lockport this 12th day of January, 2022.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

cc: T. Lupo

Marietta Schrader
32 Gaffney Avenue, Lockport, New York 14094
(716) 628-4337

October 3, 2021

Mayor Michelle Roman
1 Locks Plaza
Lockport, New York 14094

Dear Mayor Roman,

It is with regret that I am writing to inform you of my decision to resign my position on the Board of Directors of the Niagara County Department of Health, effective immediately.

My other commitments have become too great for me to fulfill the requirements of my position on the Board, as well as the decision to become "snowbirds" and winter in Florida from January through March 2022. We are also planning to travel to Aruba in mid-November of this year. I feel that it is best for me to make room for someone with the time and energy to devote to the job.

It has been my pleasure being a part of the Niagara County Department of Health community. I am so proud of what we have accomplished over the past few years, and I have no doubt the Board will continue these successes in the future.

Best regards,

Marietta Schrader

Paul Oates

From: Christopher Parada <c.d.parada@lockportpalacetheatre.org>
Sent: Wednesday, September 29, 2021 9:18 AM
To: poates@lockportny.gov
Subject: Parade, Tacky Sweater 5k, L10

Good Morning
I wanted to reach out and get the following events on a meeting agenda for approval, they are all repeating events so the maps and paperwork is on file. Please let me know if you need anything additional from me, thank you so much for your help and support!

Tacky Sweater 5k Run: Saturday November 27th 7am-10am
Light Up Lockport Parade: Saturday November 27th 5-7pm (6pm parade start)
L10 Run: Saturday February 12th 2022: 5am-3pm

--
Christoper Parada
Executive Director
Historic Palace Theatre

The Historic Palace, Inc.

PO Box 19 Lockport, New York 14095

Mayor of Lockport
Lockport, New York 14094

January 1, 2022

On Saturday, February 12, 2022 the Historic Palace Theatre will be holding the 50th Annual Lockport 10 Open Road Race. On behalf of the Palace, I am requesting permission from the City of Lockport to continue this strong tradition. The City will be named as an additional insured under the event's insurance provided by USA Track & Field.

In 2019 nearly 450 runners from all over Western New York, Southern Ontario and Pennsylvania finished the 10-mile, 5-mile, or two-person relay portion of the event. It is the second oldest race to be held annually in Western New York. All of the proceeds of this historic event went to the Palace Theatre to help all of its wonderful programs that benefit the greater Lockport Community.

We are requesting the city's support in providing barricades, cones, and police support in conducting a safe and successful event. We are also requesting permission to place two portable toilets in the parking lot of Widewater Marina for the runners convenience.

In addition, I would like to request the support of the Lockport Police Department and the Lockport Fire Department for traffic control during the race. The Niagara County Sheriff's Department and the New York State Police will be contacted to lend support for traffic control in addition to numerous volunteers to guide the runner safely along the course.

There will be a safety meeting with all support agencies on Wednesday, February 9 at 4:00PM at the Palace to cover logistics, event safety, and the race day timeline.

The race will be at 9:00AM on race day in front of the Palace. The runners will finish in front of the Palace. In the City the race course will travel out and back along Market Street. A course map is enclosed with this letter.

Traffic will need to be stopped on East Avenue between Elm and Charles Streets for the duration of the race (8:00AM - 12:00PM). Elm Street will need to be closed to traffic for the finish of the race. Traffic flow on Market Street will need to be disrupted to accommodate the runners. All traffic volunteers will be trained on proper procedures for conducting a safe event. From the start of the race to the time that the last finisher crosses the finish line is approximately two hours and 2:30 minutes. All closed roads will be opened to traffic as soon as possible.

The Mayor and all Common Council members are invited to either participate or join us for the ceremonial start of the race.

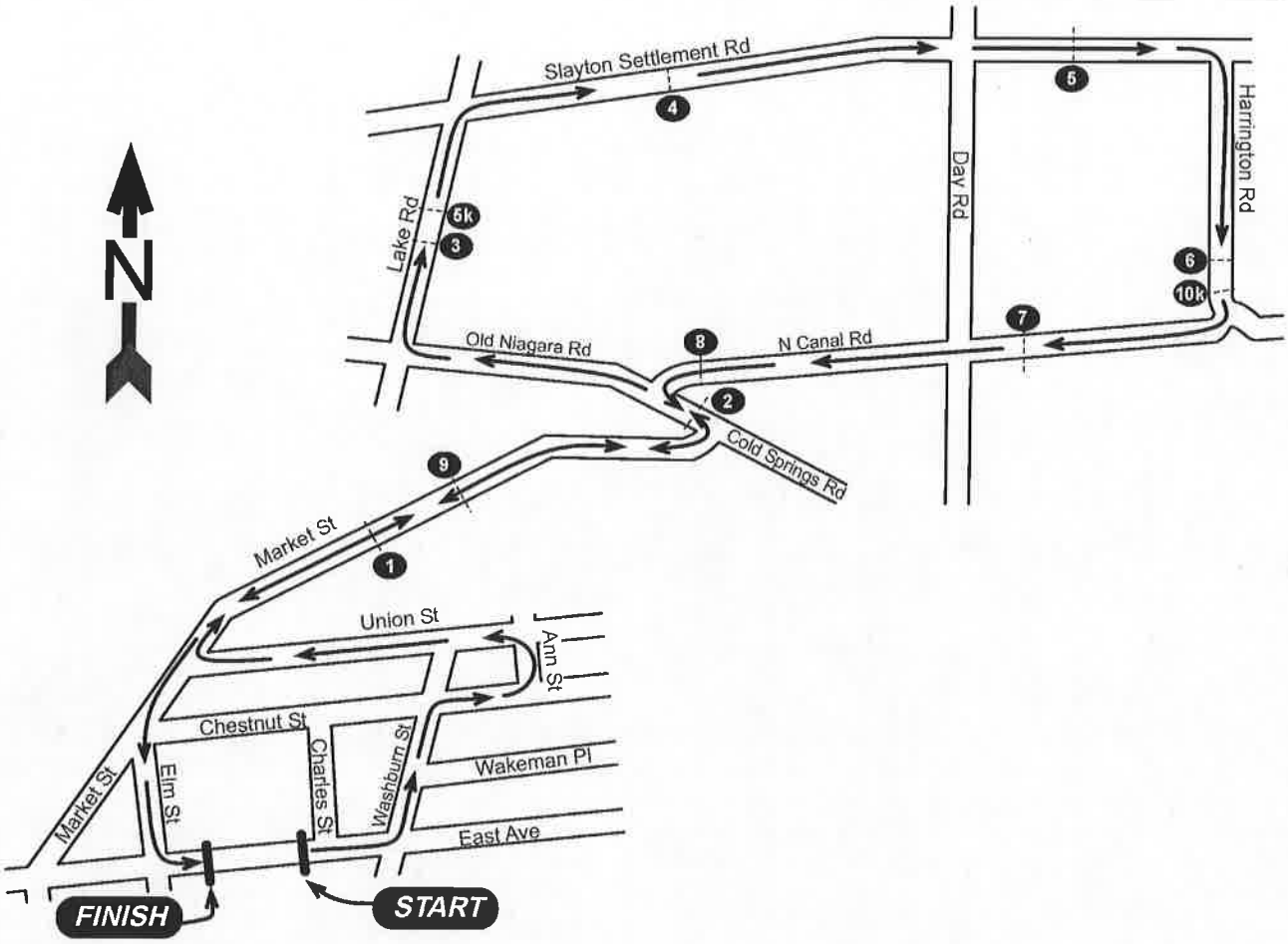
Sincerely,

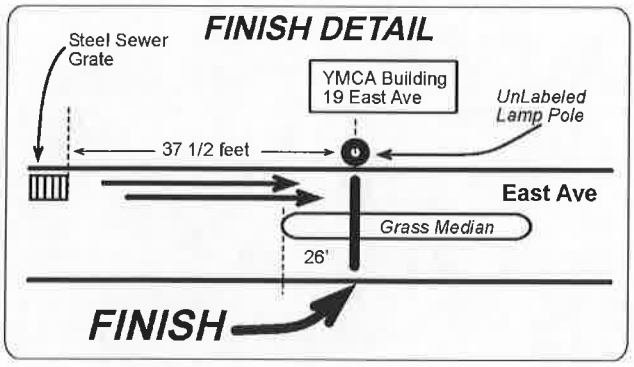
Jeff Tracy, Race Director
716.622.9487
ScoreThisJeff@gmail.com

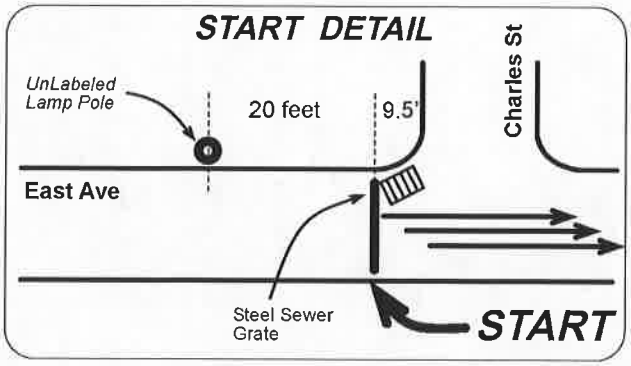
Lockport Y-10
Lockport, NY

Certified Course
NY15001JJ
Effective: 1/02/2015
Through: 12/31/2025

Course Distance:	10 Miles
Date Measured:	December 28, 2014
Measured By:	Jeff John ***BuffaloRunners.com***
Calibration Course:	NY14001JJ
Notes:	Map not to scale. Runners may have use of entire road surface.







NY15001JJ
January 3, 2015

Lockport Y-10 Mile and Kilometer Splits

START	43 East Ave, and at the NW corner of intersect of East Ave and Charles St, and 20' east of unlabeled Lamp Pole north side of East Ave, and 9.5 feet east of the plane of the west edge of Charles St, and at the west corner of steel sewer grate at the NW corner of the intersection.
1 MILE	391 Market St and 4 feet past pole # NYT 34, which is past (east of) Adam St.
2 MILE	On Cold Springs Rd, mid-bridge, 200 feet past intersect with Market St.
3 MILE	On Lake Ave before (south of) Heather Dr, and at pole NYSEG 43 / NYT 45, and 212 feet before (south of) Heather Dr.
5K	On Lake Ave, past (north of) Heather Dr, and 50 feet before (south of) pole NYSEG 48, and 100 feet before MBX of 4419 Lake Ave.
4 MILE	6655 Slayton Settlement Rd, and 12 feet before MBX of 6655 Slayton Settlement Rd.
5 MILE	7095 Slayton Settlement Rd, and 86.5 feet past (east of) pole # NYSEG 1415 / 53.
6 MILE	On Harrington Rd, and 157 feet past (south of) hydrant at 4393 Harrington Rd.
10K	On Harrington Rd at start of curve in road, and 95 feet past hydrant # 5, and 54 feet before yellow bridge clearance sign: 12' 9".
7 MILE	N Canal Rd before (east of) Day Rd, and 15 feet before yellow left-arrow sign, and 462 feet before (east of Day Rd).
8 MILE	At MBX of 6629 N Canal Rd
9 MILE	at 537 Market St
15K	at 365 / 355 Market St, and 25 feet before (east of) pole # NYT 31.
FINISH	At 19 East Ave in front of the YMCA building and exactly at the vertical center of the unlabeled lamp pole in front of main "Y" entrance, and 26 feet east of the west edge of the center median, and 37' 6" past (east of) steel sewer grate on north side of road.

Road Running Technical Council
USA Track & Field
Measurement Certificate

recognized by RRCA

Name of the course: Lockport Y-10 Distance: 10 Miles

Location (state): New York (city): Lockport

Type of course: road race ☒ calibration ☐ track ☐ Configuration: Complex of loops

Type of surface: paved 100 % dirt - % gravel - % grass - % track - %

Elevation (meters above sea level) Start 188 Finish 188 Highest 188 Lowest 115

Straight line distance between start & finish 79 meters Drop 0 m/km Separation 0.5 %

Measured by (name, address, phone & e-mail) Jeff John, PO Box 608, Amherst NY 14226 jeff@BuffaloRunners.com

Race contact (name, address, phone & e-mail) Jeff Tracy, 19 East Ave, Lockport NY 14094 jeff@score-this.com

Measuring Methods: bicycle ☒ steel tape ☐ electronic distance meter ☐

Number of measurements of entire course: 2 Date(s) when course measured: December 28, 2014

Race date: February 14, 2015 Course certification effective date: January 3, 2015

Certification code: NY15001JJ

Notice to Race Director: Use this Certification Code in ***all*** public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If ***any*** changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2025

AS NATIONALLY CERTIFIED BY:

Jeffrey D John Date: January 3, 2015

Jeff John, USATF/RRTC Certifier | PO Box 608 Amherst NY 14226 | (716) 982-4779 | Jeff@BuffaloRunners.com

Date:

RRTC Chairperson

Soccer Shots
The Children's Soccer Experience

355 Lang Blvd.
Grand Island, NY
14072

To Whom It May Concern,

Soccer Shots is a youth soccer program for children ages 2-5 that focuses on character development, while introducing soccer skills.

Soccer Shots is writing to request green space on the right hand side of the tennis courts at Altro Park for the spring and summer of 2022 on Saturday mornings (4/23/22-9/3/22) from 9:00AM- 11:00AM.

We have had the privilege of running programs at Altro Park for more than 5 years and greatly appreciate the space we are provided.

Thank you,

Soccer Shots Buffalo
Maureen Miller
Co- Owner

RECEIVED
OCT 28 2021
CITY CLERK OFFICE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2021

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

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

PRODUCER	CONTACT NAME:	
American Specialty Insurance & Risk Services, Inc. dba A S Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Insurance Company	11150
INSURED M&M Youth Sports LLC dba Soccer Shots Buffalo 108 Old Carriage House Rd Grand Island NY 14072	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1001891643 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		SBCGL2232200	06/01/2021	06/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

- Sexual Abuse or Molestation Coverage is included on the GL Policy. $1,000,000 Limit each occurrence, $2,000,000 Limit Aggregate.

- Coverage available under policy SR2014PA-P-054014-000 is on file with the policyholder. Accident Medical Coverage, $25,000 per injury excess of any other valid and collectible insurance (no deductible applies). Accidental Death and Dismemberment $10,000 per person per accident.

CERTIFICATE HOLDER

The City of Lockport is named as additional insured as it relates to the use of the City's right-of-way and Altro Park to conduct a youth soccer program

201 Willow Street

Lockport NY 14094

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Drew Smith

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
American Specialty Insurance & Risk Services, Inc.		M&M Youth Sports LLC dba Soccer Shots Buffalo 108 Old Carriage House Rd Grand Island, NY 14072
POLICY NUMBER SBCGL2232200		
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 06/01/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001891643

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective July 13, 2021.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

claim

RECEIVED

DEC 30 2021

CITY CLERK OFFICE

Paul Oates
One Locks Plaza
Lockport, NY 14094

On December 11,2021 during the wind storm a large limb from a city tree fell on our fence and caused considerable damage. The tree was inspected this past summer and we were told it would be taken down. This tree was never taken down. I have included an estimate for the damage and pictures. I can be reached at 160 John St., Lockport, 716-434-1700.

Sincerely,
Mary S. Jacka
Mary S. Jacka

Customer Quote
#H1268-125148

Created on Monday, December 13th 2021 at 9:43pm

MARY JACKA
msjacka@roadrunner.com
(716) 434-1700

Quote Total **$178.00**
Does not include tax. Other fees may apply.

Store 1268 - Lockport
5730 S Transit Rd
Lockport, NY 14094

PHILLIP
prodesk_1268@homedepot.com
(716)438-4734

Job Description
fence

Pricing and discounts valid through **Sunday, December 19th 2021**

Due to COVID, actual supplier lead times and delivery dates may be different than shown

Item Detail

	Description	SKU	Vendor Model #	Availability	Unit Price	Quantity	Total
1.	4' H x 8' W Veranda Glendale Vinyl Scallop Top Spaced Picket Fence Panel (Unassembled) (Dog Ear 3" Pickets White 153150)	1000-032-455	153150	UFP Retail LLC - Vinyl Fencing 31 days to Store	$89.00	2 EA	$178.00

TAX +14.28
LABOR +200.00
392.24

Stated lead times are valid only if payment is received on the quote date. Home Depot does not engage in the practice of engineering or general contracting. Home Depot does not assume selection or choice of materials for a general or specific use, for quantities or sizing of materials, for the use or installation of materials, or for compliance wih any building code or standard of workmanship.

#H1268-125148 - Sent to eSVS from QuoteCenter on Monday, December 13th 2021 at 9:43pm. Prices and discounts valid through Sunday, December 19th 2021.

claim

Anthony Stashak
275 Locust Street
Lockport, NY 14094
aslan33141@mindspring.com
716-523-7995

RECEIVED
JAN 03 2022
CITY CLERK OFFICE

December 28, 2021

CITY OF LOCKPORT, NEW YORK
One Locks Plaza
Lockport, NY 14094

Attention: Office of City Clerk

RE: Letters of Defect- 275 Locust St. Lockport, NY September 17, 2020
Acknowledgement of Registered Letter September 21, 2020
Repair bill for 275 Locust Lockport, NY 14094—Saturday December 11, 12, 2021

To Whom It May Concern,

Enclosed is the Letter of Defect - September 17, 2020 and the acknowledgement dated September, 21, 2020 of receiving the registered letter of defect regarding the problem of the dead tree located on city property at 275 Locust St. Lockport, NY 14094.

Enclosed is the bill for the Sunday Dec 12, 2021 emergency repair regarding electrical service wires ripped from the house at 275 Locust St., by limbs from the dead tree falling during the Dec. 11, 2021 windstorm, repaired on Sunday, December 12, 2021.

I recently spoke with Mr. Kremer, the insurance adjuster for the city of Lockport. Mr Kremer stated, that we should turn in our contractor's bill to repair the damage 275 Locust Street Lockport, NY 14094

Regards,
Anthony Stashak
Anthony Stashak

Enc: 3
sas

HEVERON ELECTRIC

Invoice

	WORK PERFORMED AT
Tommy 225 Locust St	Storm Damage

DATE		CUR BID NO
12/13/2021		

DESCRIPTION OF WORK PERFORMED

Removed old Service From
Storm Damage Reinstalled
Service on Home, 200 Amp
Over Head Inspection Re Connection
$2800.00

Terms: Due upon Receipt of Invoice
Invoices not paid in accordance with terms are subject to a service charge of 2% PER MONTH, 24% PER YEAR

Please Remit to: **HEVERON ELECTRIC**, 11730 E. Lakeshore Rd., Lyndonville NY 14098
Ph.: 585-590-0615 • EricHeveron@icloud.com

RECEIVED
JAN 03 2022
CITY CLERK OFFICE

RECEIVED
JAN 03 2022
CITY CLERK OFFICE
claim

Anthony Stashak
275 Locust Street
Lockport, NY 14094
aslan33141@mindspring.com
716-523-7995

December 28, 2021

CITY OF LOCKPORT, NEW YORK
One Locks Plaza
Lockport, NY 14094

Attention: Office of City Clerk

RE: Letters of Defect- 205 Locust St. Lockport, NY September 17, 2020
205 LOCK ST
Acknowledgement of Registered Letter September 21, 2020

Good Afternoon,

This is to inform the city regarding the notice of defect letter that I sent back in September 20 20 regarding removal of a tree at 205 Lock St.

The tree on city property came down on October 16, 2021, damaging the roof and buckling the porch and the columns at 205 Lock St.

I recently spoke with Mr. Kremer, the insurance adjuster for the city of Lockport and I am currently receiving estimates from contractors to repair the damage to the roof, porch, the foundation etc.

Mr. Cramer stated that I should get the quotes in for 275 Locust and 205 Lock St. as I had sent previously registered notices of defect regarding the trees in front of 275 Locust and 205 Lock.

When I receive the contractors proposal to repair the damage done to the porch column supports. I will turn them in ASAP.

Thanks again for getting these trees cut down after the heavy winds that resulted in these limbs to collapse and do damage to 205 Lock St. and 275 Locust.

Regards,
Anthony Stashak
Anthony Stashak

Enclosure: 3
sas

additional backup for 205 Locust Street - claim

Anthony Stashak
275 Locust Street
Lockport, NY 14094
aslan33141@mindspring.com
716-523-7995

RECEIVED
JAN 03 2022
HAND DELIVERED
CITY CLERK OFFICE

December 28, 2021

CITY OF LOCKPORT, NEW YORK
One Locks Plaza
Lockport, NY 14094

Attention: Office of City Clerk

RE: Letters of Defect- 205 Locust St. Lockport, NY September 17, 2020
Acknowledgement of Registered Letter September 21, 2020

Good Afternoon,

This is to inform the city regarding the notice of defect letter that I sent back in September 20 20 regarding removal of a tree at 205 Lock St.

The tree on city property came down on October 16, 2021, damaging the roof and buckling the porch and the columns at 205 Lock St.

I recently spoke with Mr. Kremer, the insurance adjuster for the city of Lockport and I am currently receiving estimates from contractors to repair the damage to the roof, porch, the foundation etc.

Mr. Cramer stated that I should get the quotes in for 275 Locust and 205 Lock St. as I had sent previously registered notices of defect regarding the trees in front of 275 Locust and 205 Lock.

When I receive the contractors proposal to repair the damage done to the porch column supports. I will turn them in ASAP.

Thanks again for getting these trees cut down after the heavy winds that resulted in these limbs to collapse and do damage to 205 Lock St. and 275 Locust.

Regards,
Anthony Stashak
Anthony Stashak

Enclosure: 3
sas

Contractors Invoice

TO:	WORK PERFORMED AT:
Tony 205 hock ST. hockPort, N.Y.	D-B Roofing Ridge Road medina, N.Y. 14103

DATE	YOUR WORK ORDER NO.	OUR BID NO.
Dec 31-21	716-523-7995	716-430-0202

DESCRIPTION OF WORK PERFORMED

* Replace Plywood on Porch Roof were needed
* Reroof with architectial shingles metal gray slate
* Install Ice-water - new drip edge
* Straigten Porch Post (anker Bottom of Post)
* Repair Damage to Railing - Soffits on Porch
* Replace Gutter on Porch
* Contractor Licensed - fully Insured

Anthony Finished 1/3/22

Received down Payment
$3600.00 CK #391
1-3-22

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Down 3600.00 final 2000.00

TOTAL COST Labor - mat Dollars ($ $5600.00

This is a ☐Partial ☐Full invoice due and payable by: _____ Month _____ Day _____ Year

in accordance with our ☐Agreement ☐Proposal No. _____ Dated _____ Month _____ Day _____ Year

11-12

Date: 12/28/2021
Certified Return Receipt

Claim Number: 21-000316P claim

RECEIVED

JAN 07 2022

CITY CLERK OFFICE

In the Matter of the Claim of

Sterling Insurance Cooperative, Inc. as subrogee of Garry Thurston

-against-

City of Lockport, Lockport, NY

TO: City of Lockport, New York
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

PLEASE TAKE NOTICE that the undersigned claimant hereby makes claim and demands against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:
Sterling Insurance Company
As Subrogee of Garry Thurston
P.O. Box 9
Cobleskill, NY 12043

2. The nature of the claim:
Tree owned by City of Lockport broke, falling onto detached garage owned by Garry Thurston. Mr. Thruston had previously placed the City of Lockport on notice of the defective tree 09/08/2016 which the City of Lockport acknowledged..

3. The time when, the place where and manner in which the claim arose:
On December 11, 2021 at 76 North Adam Street, Lockport, New York 14094. Windstorm fell tree onto garage.

4. The items of damage or injuries claimed are (do not state dollar amount):
Structural Damage

Brenda Southworth

Brenda Southworth, AIC, AINS
Claims Representative

STACEY R. MUELLER
Notary Public, State of New York
No. 01MU6292532
Qualified in Albany County
Commission Expires November 4, 2025

State of New York County of Niagara
Subscribed and sworn to before me this 28th day of December 2021.

Stacey R Mueller
Notary Public

Notice of Claim for Joan C. Bower

Joan C. Bower
37 Oliver Street
Lockport, New York 14094
Home # 716.434.4946

December 30, 2021

RECEIVED
JAN 07 2022
CITY CLERK OFFICE

Paul Oates
City Clerk
One Locks Plaza
Lockport, New York 14094
716.439.6676

Dear Mr. Oates:

On December 24, 2021 at approximately 6:30p.m., my mother Joan C. Bower tripped on an uneven sidewalk (that is upheaved due to a tree root)in front of the address 28 Morrow Avenue in Lockport, NY.

After leaving her daughter Heather Roncone's house at 32 Morrow Avenue, my mom headed to her car which was parked in front of her other daughter, Erin Reibel's house at 20 Morrow Avenue. She knew the sidewalk was uneven, but could not exactly see where the sidewalk was unsafe (see photos in daylight vs. nighttime). She tripped over the uneven sidewalk in front of 28 Morrow Avenue and flew (airborne) to the driveway in front of 22 Morrow Avenue. Her face and hands hit the pavement first (see photos) and then her knees and side of body. As she lay on the pavement she could see the blood on her hands, the bump on her head grow and could not see out her left eye.

It took quite a long time for her to get up, and when she finally did she made it to her car. She did not seek immediate medical attention for a number of reasons (she didn't think anything was broken, she wasn't dizzy and she didn't want to go to the ER to wait for hours and be exposed to people with COVID19). My sister, Heather Roncone was with her almost immediately after the incident and looked her over, spent hours with her, iced her injuries and she took Tylenol for her aches and pains. She was with family the next day and we insisted that she seek medical attention on Monday (12/27). She did seek medical attention on 12/27 with her primary doctor (Dr. Pale-716.795.0077). He looked her over and told her to get a scan of her head to make sure nothing was broken. She then called her ophthalmologist (Doctor Andrea Buccillo-716.434.7505) who also said she needed to get a scan before moving forward. She is now waiting for pre-approval for the scan before she can go back to Dr. Pale and Dr. Buccillo for further treatment. As of this moment, she can't really see (she broke her glasses and her eye is still swollen), her hands and fingers are still very sore (but don't seem broken), her knee is still pretty swollen (but doesn't seem broken), her face is pretty swollen and has turned all sorts of colors and I'm sure she is pretty sore due to flying airborne and falling hard on the concrete sidewalk.

My mom's goal in writing this notice of claim is to have her medical bills (outside of her insurance) paid, her glasses replaced and most importantly remove the tree which is causing the uneven sidewalk and replace the sidewalk so no one else gets hurt on them.

If you have any questions, please feel free to call my mom directly (her home number is 716.434.4946), my sister Heather Roncone (cell-716.478.5143) or me (Elizabeth Guminski-cell 585.303.7459).

Cordially,
Elizabeth A. Guminski
(On behalf of Joan C. Bower)

Elizabeth A Guminski

City of Lockport, NY
Wednesday, September 19, 2018

Chapter C. Charter

Article VIII. Public Works; Streets, Bridges and Culverts; Crosswalks and Sidewalks

§ C-181. Repairing and cleaning sidewalks.

It shall in all cases be the duty of the owner of any lot or parcel of land in said city to keep the sidewalks in front of or adjoining his lot or parcel of land in good repair and safe and convenient for the public use, and it shall be the duty of the occupant of any lot or parcel of land in said city, or of the owner thereof in case the same be vacant or unoccupied, to remove or clean away snow and ice or other obstructions from such sidewalks and from the street gutter in front of his lot or parcel of land and keep the same free and clear therefrom. **[§ 181, L. 1911, c. 870]**

RECEIVED

JAN 20 2022

CITY CLERK OFFICE

TO: City Clerk, City of Lockport
ADDRESS: Municipal Building
One Locks Plaza
Lockport, New York 14094l

Attn. Clerk's Office

NOTICE OF CLAIM FORM FOR PERSONAL INJURY, DAMAGE TO PROPERTY OR LOSS OF PROPERTY

NOTE: NO NOTICE OF CLAIM WILL BE ACCEPTED IF FILED LATER THAN 90 DAYS FROM THE DATE OF LOSS. YOUR CLAIM MUST PROVIDE VALID PROOF OF ALLEGED DAMAGES AND PROOF OF THE VALUE OF ANY PROPERTY ALLEGEDLY DAMAGED.

UNDER NEW YORK LAW, ANY PERSON WHO PRESENTS A FALSE OR FRAUDULENT CLAIM TO A LOCAL GOVERNMENT FOR PAYMENT IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES INCLUDING RECOVERY OF THREE TIMES THE AMOUNT OF DAMAGES SUSTAINED BY SUCH LOCAL GOVERNMENT.

1. Name of Claimant: John Taylor
2. Address of Claimant: 726 East Avenue, Lockport, NY, 14094
3. Claimant's telephone number: 716-940-2038
4. Owner of damaged or lost property: Same as above
5. Owner's address: Same as above
6. Owner's telephone number: Same as above
7. Date of Loss: 3/27/16, 11/10/21
8. Time when loss occurred: 12:00
9. Exact location of loss (i.e. house address, nearest cross street):
   726 East Avenue, Lockport, NY, 14094
10. Police report number (if any): N/A
11. Describe how loss occurred: Claimant sustained damage

to Personal Property in basement and incurred the expense of a Plumber to repair and clean the City's defective sewer main in front of my home.

12. List all items of property damage ascertained to date (attach two original estimates of repair or replacement and all paid original receipts):

Area rugs, boxes of clothing, shoes and home decor items were destroyed by exposure to sewage water on 3/27/2016 and 11/10/2021. R. Peer Plumbing responded on 3/27/2016 and 11/10/2021 and used machine to open plugged sewer out to main on both occasions.

Claim must be notarized

THE UNDERSIGNED DECLARES, UNDER PENALTIES OF PERJURY, THAT HE/SHE IS THE CLAIMANT, THAT HE/SHE HAS READ THE FOREGOING NOTICE OF CLAIM, THAT TO THE BEST OF HIS/HER KNOWLEDGE THE INFORMATION CONTAINED HEREINABOVE IS TRUE AND CORRECT.

Signature of Claimant

Sworn to before me this 18th day of January, 2022

Anna M. Britton

Notary Public

ANNA M. BRITTON
Notary Public, State of New York
Reg #01BR5046066
Qualified in Niagara County
My Commission Expires July 3, 2023

RECEIVED

JAN 20 2022

CITY CLERK OFFICE

Ms. Joan Simmons

This is to inform you There is A dead Tree in front of 38 MAPLE. If Someone walks under it and one of the big chunks fall They will be Killed.

RECEIVED
JAN 14 2022
CITY CLERK OFFICE
D65018

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 12/09/21, PAID on date 12/16/21, is approved at dollars, $ 512,556.55.
Civil Service Mary Ann Talbot

Pay Day Register

Pay Date Range 11/26/21 - 12/09/21
Pay Batch 2202125

Pay Batch 2202125 Total
Employees in Pay Batch 212
Female Employees in Pay Batch 53

Hours Description	Hours	Gross
207A Disability - 207A Disability	240.0000	2,964.40
BERV - Bereavement	80.0000	2,117.64
CMPE 1.0 - Comp Earned @ 1.0	270.6250	.00
CMPE 1.5 - Comp Earned @ 1.5	11.0000	.00
CMPU - Comp Time Used	140.5000	4,968.29
COVID - CORONA VIRUS HOUR	272.0000	7,370.40
EDAY - Extra Day	176.0000	5,650.54
FHDB - Floating Holiday Buy Out	80.0000	3,311.87
FHDE - Floating Holiday Earned	407.0200	.00
FHDU - Floating Holiday Used	184.0000	4,596.16
FLSA - FLSA	.0000	767.66
FMLN - FMLA Leave without Pay	80.0000	.00
HOL - Holiday	250.0000	7,062.15
HOLPT - Holiday - Part Time	3.5000	71.33
HOLS - Holiday - Salary	14.0000	.00
INLIEU - In Lieu of Health	.0000	21,400.00
OOT - Out of Title	288.0000	10,817.51
OOT OT 1.5 - Out of Title OT at	13.0000	498.64
OT 1.0 - Overtime at Straight 1.0	26.0000	912.97
OT 1.5 - Overtime @ 1.5	1,027.5000	45,721.90
PRSU - Personal Used	238.0000	6,500.58
REG - Regular	11,494.7500	321,608.13
REG PT - Regular Part Time	188.2500	4,075.89
REGS - Regular Seasonal	152.0000	1,900.00
RGS - Regular - Salary	196.0000	.00
RPTS - Regular Part Time Salaried	105.0000	.00
SAL - Salary	.0000	8,908.36
SAL PT - Salary Part Time	.0000	6,250.51
SCKE - Sick Earned	1,832.3750	.00
SCKU - Sick Used	446.7500	12,535.77
STIP - Stipend	.0000	9,134.62
VACE - Vacation Earned	145.8347	.00
VACU - Vacation Used	749.0000	23,411.23
Total	19,111.1047	$512,556.55

Withholdings and Deductions		Gross Base
Gross	512,556.55	
Imputed Income		
Federal	55,625.77	481,055.61
FICA	31,298.23	504,810.23
Medicare	7,319.90	504,810.23
New York State	23,744.96	487,795.34
457 % Deduction	5,246.86	63,053.65
457 Flat Dollar Deduction	11,768.03	.00
AFLAC POSTTAX	161.33	.00
AFLAC PRETAX	351.70	.00
ALLSTATE POSTTAX	790.94	.00
ALLSTATE PRETAX	689.48	.00
Child Support	375.00	750.00
Child Support - Alabama	40.00	.00
COLONIAL LIFE POSTTAX	55.40	.00
Firefighter Life Ins	114.93	.00
FSA PRETAX	305.23	.00
Health Ins 298 Class 2 Family	1,311.86	.00
Health Ins 298 Class 2 Single	482.59	.00
Health Ins 298 Class 3 Family	1,058.24	.00
Health Ins 298 Class 3 Single	376.24	.00
Health Ins 298 Class 4 Family	129.70	.00
Health Ins 298 Class 4 Single	76.88	.00
L&M LIFE	85.94	.00
NEW YORK LIFE	325.46	.00
OPEIU Initiation Fee	50.00	.00
RET ERS LOANS	1,710.00	.00
Retire ERS Tier 6 <= $100,000	485.67	8,446.43
Retire ERS Tier 6 <=$45,000	1,609.15	53,636.76
Retire ERS Tier 6 <=$45,000 OT	128.67	4,289.14
Retire ERS Tier 6 <=$55,000	323.26	9,235.82
Retire ERS Tier 6 <=$55,000 OT	14.23	406.46
Retire ERS Tier 6 <=$75,000	307.50	6,833.27
Retire PFRS <= $55,000	953.94	27,255.40
Retire PFRS Tier 6 <= $100,000	366.46	6,373.29
Retire PFRS Tier 6 <= $75,000	1,538.64	34,191.42
Retire PFRS Tier 6 <=	85.28	1,483.00
Retire PFRS Tier 6 <=$45,000	903.74	30,123.89
Retire PFRS Tier 6 <=$55,000	94.91	2,711.60

3435.51

Benefits		Gross Base
Health Ins 298 Class 2 Family	20,401.41	.00
Health Ins 298 Class 2 Single	5,308.16	.00
Health Ins 298 Class 3 Family	83,604.08	.00
Health Ins 298 Class 3 Single	7,462.68	.00
Health Ins 298 Class 4 Family	3,328.94	.00
Health Ins 298 Class 4 Single	845.71	.00
Total	$120,950.98	

Workers' Comp		Gross Base
Workers Compensation - General	23,623.20	381,278.05
Workers Compensation - Sewer	3,182.50	34,273.43
Workers Compensation - Water	3,178.00	35,500.28
Workers Compensation 50%	975.00	7,088.34
Total	$30,958.70	

Direct Deposits	Amount
Alden State Bank	1,251.41
Amherst Federal Credit Union	50.00
Bank of Akron	2,299.10
Bank of America	7,787.93
BANK OF AMERICA (2)	2,326.01
BANK OF AMERICA (3)	1,360.42
BANK OF AMERICA (4)	1,069.38
Bank on Buffalo	2,275.80
Chase Bank	1,132.68
Citizens Bank	9,877.20
Citizens Bank (2)	284.16
Cornerstone Comm FCU	108,990.09
Evans Bank	2,665.73
Financial Trust FCU	1,808.80
Five Star Bank	1,001.04
HSBC	1,319.58
Key Bank	34,637.51
KEY BANK (2)	1,183.18
Key Bank (Formerly FNB)	20,298.15
Lockport School's FCU	1,231.77
M&T Bank	52,892.25
Navy FCU	4,493.60
Niagara Regional FCU	2,960.89

2

apolichette@lockportny.gov

From: Kristin Schubring <kschubring@lockportny.gov>
Sent: Tuesday, January 25, 2022 4:18 PM
To: APOLICHETTE@LOCKPORTNY.GOV
Cc: poates@lockportny.gov
Subject: AP Fund Summary 1/18/22 spc run, 1/26/22

Hi Abbey,

Invoices to be approved at the meeting on 1/26/22 are as follows:

2021 Expenses
Fund A General - $171,405.88
Fund CL Refuse & Recycling - $257.62
Fund CD Community Development - $17,500.00
Fund FX Water - $120,963.82
Fund G Sewer - $103,320.68
Fund H Capital Projects - $899,391.23
Fund MS Health Insurance - $54,921.69
Total - $1,367,760.92

2022 Expenses
Fund A General - $360,186.17
Fund CL Refuse & Recycling - $89,305.62
Fund FX Water - $15,614.90
Fund G Sewer - $14,049.22
Fund H Capital Projects - $33,250.00
Fund MS Health Insurance - $150,827.60
Fund S Worker's Comp - $13,925.00
Total - $677,158.51

Please let me know if you have any questions.
Kristin

Kristin Bernardi Schubring
Principal Account Clerk – Accounts Payable
City of Lockport
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 12/23/21, PAID on date 12/30/21, is approved at dollars, $ 493,484.59.
Civil Service Maryke Elbert

2

Pay Day Register

Pay Date Range 12/10/21 - 12/23/21
Pay Batch 2202126

Hours Description	Hours	Gross
207A Disability - 207A Disability	240.0000	2,964.40
CMPE 1.0 - Comp Earned @ 1.0	316.3750	.00
CMPE 1.5 - Comp Earned @ 1.5	3.5000	.00
CMPU - Comp Time Used	125.2500	4,227.38
COVID - CORONA VIRUS HOUR	216.0000	4,903.28
EDAY - Extra Day	168.0000	5,872.74
FHDB - Floating Holiday Buy Out	40.0000	1,489.47
FHDE - Floating Holiday Earned	16.0000	.00
FHDU - Floating Holiday Used	216.0000	6,147.66
FLSA - FLSA	.0000	311.63
FMLN - FMLA Leave without Pay	72.0000	.00
HOL - Holiday	717.0000	16,624.95
HOLPT - Holiday - Part Time	8.5000	286.78
HOLS - Holiday - Salary	14.0000	.00
LONG - Longevity Payment	.0000	3,653.54
LWOP - Leave Without Pay	32.0000	.00
MILI - Military Time	8.0000	228.26
OOT - Out of Title	309.0000	12,026.74
OOT OT 1.5 - Out of Title OT at	22.0000	843.84
OT 1.0 - Overtime at Straight 1.0	36.0000	977.02
OT 1.5 - Overtime @ 1.5	1,354.5000	52,751.39
PRSE - Personal Earned	8.0000	.00
PRSU - Personal Used	349.5000	10,022.08
REG - Regular	10,674.7500	304,432.31
REG PT - Regular Part Time	174.5000	3,676.67
REGS - Regular Seasonal	144.0000	1,800.00
RGS - Regular - Salary	196.0000	.00
RPTS - Regular Part Time Salaried	105.0000	.00
SAL - Salary	.0000	8,908.36
SAL PT - Salary Part Time	.0000	6,250.51
SCKD - Sick Bank Donated	1.5000	.00
SCKR - Sick Bank Received	1.5000	71.97
SCKU - Sick Used	464.5000	13,242.95
STIP - Stipend	.0000	384.62
VACB - Vacation Buy Out	16.0000	456.53
VACU - Vacation Used	1,101.5000	30,929.51
Total	17,150.8750	$493,484.59

Withholdings and Deductions		Gross Base
Gross	493,484.59	
Imputed Income		
Federal	54,769.37	465,610.84
FICA	30,328.72	489,173.78
Medicare	7,093.04	489,173.78
New York State	23,306.68	472,685.65
457 % Deduction	4,645.10	56,610.10
457 Flat Dollar Deduction	11,843.03	.00
AFLAC POSTTAX	161.33	.00
AFLAC PRETAX	351.70	.00
ALLSTATE POSTTAX	790.94	.00
ALLSTATE PRETAX	689.48	.00
Child Support	375.00	750.00
Child Support - Alabama	40.00	.00
COLONIAL LIFE POSTTAX	55.40	.00
FSA PRETAX	305.23	.00
L&M LIFE	85.94	.00
NEW YORK LIFE	325.46	.00
RET ERS LOANS	1,710.00	.00
Retire ERS Tier 6 <= $100,000	473.00	8,226.12
Retire ERS Tier 6 <=$45,000	1,651.11	55,035.19
Retire ERS Tier 6 <=$45,000 OT	254.88	8,496.21
Retire ERS Tier 6 <=$55,000	328.25	9,378.55
Retire ERS Tier 6 <=$55,000 OT	68.77	1,964.69
Retire ERS Tier 6 <=$75,000	305.61	6,791.26
Retire PFRS <= $55,000	939.40	26,839.82
Retire PFRS Tier 6 <= $100,000	366.20	6,368.56
Retire PFRS Tier 6 <= $75,000	1,581.14	35,136.36
Retire PFRS Tier 6 <=	14.74	256.43
Retire PFRS Tier 6 <=$45,000	937.79	31,258.92
Retire PFRS Tier 6 <=$55,000	110.84	3,166.86
Retire PFRS Tier 6<=$75,000OT	176.97	3,932.84
Retire Tier 6 <=$100,000 OT	71.06	1,235.81
Retire Tier 6 <=$75,000 OT	50.55	1,123.32
Retirem PFRS Tier 6 <=$45,000	110.70	3,689.57
Union Dues - OPEIU	179.04	.00
UNION DUES POLICE	1,518.52	.00
VOYA INSURANCE	19.24	.00
Wage Garnishment - Flat $ to	155.13	.00
WAGE GARNISHMENT GROSS	79.23	792.30
Net	$347,216.00	

Benefits		Gross Base
Workers' Comp		**Gross Base**
Workers Compensation - General	23,623.20	386,885.24
Workers Compensation - Sewer	3,182.50	36,422.50
Workers Compensation - Water	3,178.00	40,002.51
Workers Compensation 50%	975.00	7,016.91

Direct Deposits	Amount
Alden State Bank	1,251.40
Amherst Federal Credit Union	50.00
Bank of Akron	2,330.50
Bank of America	7,717.84
BANK OF AMERICA (2)	1,597.14
BANK OF AMERICA (3)	1,229.14
BANK OF AMERICA (4)	1,303.41
Bank on Buffalo	1,453.60
Chase Bank	1,243.82
Citizens Bank	7,550.75
Citizens Bank (2)	284.16
Cornerstone Comm FCU	114,151.93
Evans Bank	2,665.74
Financial Trust FCU	1,810.36
Five Star Bank	974.31
HSBC	1,321.58
Key Bank	25,366.39
KEY BANK (2)	1,406.81
Key Bank (Formerly FNB)	20,733.88
Lockport School's FCU	1,538.84
M&T Bank	48,700.25
Navy FCU	4,794.58
Niagara Regional FCU	1,789.60
Niagara's Choice FCU	53,779.73
Northwest Bank	25,629.64
Ontario Shores FCU	3,460.01
USAA Federal Savings Bank	1,967.99
Total	$336,103.40
Check	$11,112.60

3

City of Lockport

Employee Anniversary Report

January

Employee	Primary Department	Date	Years
1025 LaSpada, Thomas M	Public Works Department	01/08/1999	23
1029 Hunt, Jason P	Waste Water Department	01/15/2001	21
1156 Goff, Jeanne	Finance Department	01/22/2001	21
1034 Noon, Carol K Sr Lab tech	Waste Water Department	01/04/2002	20
1214 Orton, Drew	Fire Department	01/01/2003	19
1041 Tucker, Michael E	Public Works Department	01/10/2006	16
1193 Plunkett, Tina L Crossing Guard	Police Department	01/06/2007	15
1069 Belling, Aaron K Police officer	Police Department	01/16/2007	15
1133 Snyder, Julie K Police officer	Police Department	01/19/2007	15
1207 Swan, Roxane S Crossing Guard	Police Department	01/29/2007	15
1161 Dimmick, Clayton C	Building Inspection Department	01/11/2008	14
1003 Dool, Jason C	Building Inspection Department	01/11/2008	14
1048 Magee, Ryan D	Waste Water Department	01/28/2008	14
1163 Brewer, Megan K	Building Inspection Department	01/02/2009	13
1141 Vosburgh, Tricia K	Police Department	01/23/2009	13
1006 Hoffman, Michael E	Public Works Department	01/12/2015	7
1206 Stamp, Brenda J	Police Department	01/26/2015	7
1199 Abbott, Richard E	City Council	01/01/2016	6
1204 Devine, Mark S	City Council	01/01/2016	6
1010 Mawhiney, Sue A	City Treasurer	01/01/2016	6
1200 Oates, Joseph P	City Council	01/01/2016	6
1056 Woods, Robert J HEO	Public Works Department	01/03/2017	5
1165 Turner, Robert F	Finance Department	01/04/2017	5
1062 Cavagnaro, Jon P	Public Works Department	01/12/2018	4
1063 Sakellaris, Scott A	Public Works Department	01/18/2018	4
1064 Landry, Christian W	Building Maintenance	01/22/2018	4
1170 Gelnett, Michele M	Police Department	01/26/2018	4
1213 Cafarella, Jason J	City Attorney's Office	01/01/2019	3
1211 Lawson, Molly A	Mayor's Office	01/01/2019	3
1210 Roman, Michelle M	Mayor's Office	01/01/2019	3
1216 Heiman, Adam J	Waste Water Department	01/31/2019	3
1316 Kantor, Luke D	City Council	01/01/2020	2
1315 Miskell Benedict, Laura M	City Attorney's Office	01/01/2020	2
1313 Schratz, Ellen M	City Council	01/01/2020	2
1209 Van de Mark, Kelly	City Council	01/01/2020	2
1314 MacKenzie, Aaron C	Fire Department	01/06/2020	2
1317 Elmer, James C	Engineering Department	01/15/2020	2
1318 Saunders, Jason R	Water Filtration	01/24/2020	2
1463 Barnard, Kristin L	City Council	01/01/2022	0
1461 Fogle, Kathryn J	City Council	01/01/2022	0
1462 Pasceri, Gina N	City Council	01/01/2022	0

Total Employees 41

7

Paul Oates

From: Jason Cafarella <jasoncafarella@msn.com>
Sent: Wednesday, December 22, 2021 3:54 PM
To: poates@lockportny.gov
Cc: romanforlockport@gmail.com; mroman@lockportny.gov; Laura Miskell Benedict
Subject: Employee Handbook Resolution
Attachments: Employee Handbook Resolution.docx

Paul,
Attached please find a proposed Resolution for the approval of the revised Employee Handbook.
The Mayor would like this on the agenda for the end of January's meeting.
Please let me know if you have any questions.
Thanks,
Jason

Jason J. Cafarella, PC
Attorney at Law
754 Park Place
Niagara Falls, NY 14301
(716) 285-1479
(716) 298-9750 (fax)

Moved by: Alderman _____

RESOLUTION

WHEREAS the City of Lockport Adopted by Resolution 112018.11 an Employee Handbook on November 20, 2019; and

WHEREAS that included in the Employee Handbook were certain mandatory subjects of bargaining that were improperly unilaterally imposed by the City; and

WHEREAS certain unions had filed labor charges against the City for the implementation of Employee Handbook; and

WHEREAS the City's Corporation Counsel has resolved the litigation and negotiated a revised Employee Handbook with the subject Unions; and

NOW THEREFORE BE IT RESOLVED that the City of Lockport hereby adopts and approves the Employee Handbook as revised and authorizes the Mayor to implement the same.

Seconded by: Alderman _____

9

Paul Oates

From: Tim Russo <trusso@lockportny.gov>
Sent: Friday, January 7, 2022 11:11 AM
To: 'Paul Oates'; apolichette@lockportny.gov
Subject: 1/26 Resolution for DEA Funds
Attachments: Police DEA Funds Resolution.docx; 012622.DEA Funds.pdf

Hello,

Please see the attached resolution for the council meeting later this month to authorize the use of DEA funds, as well as the docket materials.

Thank you!

Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

Whereas, the City of Lockport Police Department participates in joint enforcement activities with the Federal Drug Enforcement Agency and the Niagara County Drug Task Force; and

Whereas, the City of Lockport Police Department receives, from time to time, funds generated from these joint enforcement activities which are to be used for the purchase, maintenance and/or replacement of capital equipment within the Police Department; and

Whereas, the City must amend its 2022 budget to properly account for the use of these funds; and

Whereas, the Police Department has identified the use of funds for payment of a forensic scanner lease; now, therefore, be it

Resolved, that the 2022 General Fund Budget is hereby amended as follows:

Increase:

Expense:	A.3120.54515 Special Supplies	$10,633.43
Revenue:	A.3120.34389 Other Federal Public Safety	$10,633.43

City of Lockport - Resolution Request Form
(For Finance Department)

Agenda Description:	Auhtorize use of Police DEA Funds		
Proposed By:	Anne Calos / Police Department	**Date Submitted:**	1/4/2022

Please provide to Finance Director at least two weeks prior to Council meeting.

Summary: The police department currently is under a multi-year lease for a forensic scanner. The department has used accumulated DEA funds annually, and this resoution authorizes the DEA funds to be used for the 2022 payment as well.

Financial Impact (for current and following year): Current projected balance for the DEA cash account in NW is $28,177.60 (12/31/21 balance of $51,541 minus approved transactions incurred in FY 2021 amount to $23,363.40). After this transaction, the balance in the account minus any additional funds is to be $17,514.10.

Explanation of attachments: (1) resolution, (2) invoice for payment, (3) email thread documenting the request to use funds, (4) the contract with the financing agency.

For Requests Involving Budget Amendments:

Is New World budget print-out attached?	Yes No	*Is procurement worksheet attached?*	Yes No

Increase Line Item:	**Decrease Line Item:**
A.3120.54515 by $10,633.43	
A.3120.34389 by $10,633.43	

For Finance Director to Fill Out:

Date of Approval: 1/7/2022	*Resolution:*

INVOICE

DATE SENT: 12-14-2021

BILL TO:
CITY OF LOCKPORT NEW YORK
ATTN: ACCOUNTS PAYABLE
ONE LOCKS PLAZA
LOCKPORT NY 14094

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
[redacted]	58523-2-2022	02-05-2022	02-05-2022	$10,633.43

DESCRIPTION		AMOUNT
INSTALLMENT PURCHASE CONTRACT DATED AS OF FEBRUARY 05, 2021	PAYMENT AMOUNT:	$10,633.43
FORENSIC SCANNER		
Additional interest will be assessed on any payment received after the Due Date.		
		$10,633.43
		TOTAL DUE

From: Anne Calos
To: Tim Russo
Cc: Kristin Schubring
Subject: Re: DEA Funds
Date: Tuesday, January 4, 2022 8:54:53 AM

Thank you Tim. Yes, we will be using DEA funds again for this.
Anne

----- Original Message -----
From: "Tim Russo" <trusso@lockportny.gov>
To: acalos@lockportny.gov, "Kristin Schubring" <kbernardi@lockportny.gov>
Sent: Monday, January 3, 2022 3:50:26 PM
Subject: FW: DEA Funds

Hey, I found some more info about this Faro forensic scanner (attached is the contract)-

It appears this was paid in 2021 with DEA funds (See email thread below) via resolution 021721.9-

021721.9
By Alderman Kantor:
Whereas, the City of Lockport Police Department participates in joint enforcement activities with the Federal Drug Enforcement Agency and the Niagara County Drug Task Force; and Whereas, the City of Lockport Police Department receives, from time to time, funds generated from these joint enforcement activities which are to be used for the purchase, maintenance and/or replacement of capital equipment within the Police Department; and

Whereas, the City must amend its 2021 budget to properly account for the use of these funds; and

Whereas, the Police Department has identified the need to improve and maintain in-car cameras and plate readers; now, therefore, be it

Resolved, that the 2021 General Fund Budget is hereby amended as follows:

Increase:

Expense: A3120.54515 Special Supplies $10,883.43

A3120.52070 Public Safety Equipment $12,480.00

Revenue: A.3120.34389 Other Federal Public Safety $23,363.43

Seconded by Alderman Abbott and adopted. Ayes 6.

This was paid in 2021 AP:

2034 - FLEETWOOD FINANCE LEASING LLC
MIA20121
new total station financing
Paid by Check # 22785

02/01/2021
03/03/2021

02/17/2021

03/03/2021
10,883.43

It appears it is okay to proceed to pay? Anne, will we want to use DEA funds again in 2022?

Thanks,

Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

-----Original Message-----
From: acalos@lockportny.gov <acalos@lockportny.gov>
Sent: Friday, February 5, 2021 11:32 AM
To: Timothy Russo <trusso@lockportny.gov>
Subject: Re: DEA Funds

Hi Tim:
Fleetwood Financing is the company we're going through for the Faro scanner total station.
All of the POs have been changed - I had to put the Axon PO for
$12,480 in the Public Safety Equipment line because Special Supplies didn't have enough. All the rest are in Special Supplies.
Let me know if you have any other questions.
Anne

Quoting Timothy Russo <trusso@lockportny.gov>:

> Hello,
>
> Can you please tell me what the Fleetwood financing leasing is for
> exactly?
>
> Thanks,
>
> Tim Russo
> Director of Finance
>
> City of Lockport
> One Locks Plaza
> Lockport, New York 14094
> 716 439-6631
>
> -----Original Message-----
> From: acalos@lockportny.gov [mailto:acalos@lockportny.gov]
> Sent: Tuesday, February 2, 2021 9:32 AM
> To: Timothy Russo <trusso@lockportny.gov>

> Cc: sabbott <sabbott@lockportny.gov>
> Subject: Re: DEA Funds
>
> Good morning Tim:
> There are two POs using DEA funds. They are:
> - Fleetwood Finance Leasing, $10,883.43 -Axon, $12,480 The briefing
> room equipment is actually coming from Asset Forfeiture.
> The POs are:
> Prentice, $980
> Steelcase, $1,799.38
> Global Industries, $3,813.67.
> Let me know if you have any other questions.
> Have a great day,
> Anne
>
>
>
>
>
> Quoting Timothy Russo <trusso@lockportny.gov>:
>
>> Hello,
>>
>>
>>
>> Can you please tell me what PO's are using DEA funds? I believe Chief
>> Abbott mentioned the briefing rooms, but I believe there were more.
>>
>>
>>
>> Thanks,
>>
>>
>>
>> Tim Russo
>>
>> Director of Finance
>>
>>
>>
>> City of Lockport
>>
>> One Locks Plaza
>>
>> Lockport, New York 14094
>>
>> 716 439-6631

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (908) 472-3675.

I. Attached Documentation

1. **Installment Purchase Contract**
   - An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
   - A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
2. **Exhibit A – Description of Equipment**
   - Review equipment description. Complete serial number/VIN if applicable.
   - List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
   - Sign and print name and title
4. **Exhibit C - Payment Request & Equipment Acceptance Form**
   - Do Not Return until you need to request funds from the Vendor Payable Account.
5. **Exhibit D - Signature Card**
   - Sign and print name and title
   - An additional individual may sign as an authorized individual, if desired.
6. **Exhibit E - Obligor Acknowledgement**
   - Complete information as indicated.
7. **Notice of Assignment**
   - Sign and print name and title.
8. **Insurance Requirements**
   - Complete insurance company contact information where indicated.
9. **Debit Authorization – (Preferred)**
   - Complete form and attach a voided check
10. **8038GC IRS Form**
    - Please read 8038 Review Form
    - In Box 2, type Employer Identification Number
    - Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by June 1, 2021, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:
Fleetwood Finance Leasing LLC
184 North Avenue East, Suite 4
Cranford, New Jersey 07016

INSTALLMENT PURCHASE CONTRACT

Obligor
City of Lockport, New York
One Locks Plaza
Lockport, New York 14094

Obligee
Fleetwood Finance Leasing LLC
184 North Avenue East, Suite 4
Cranford, New Jersey 07016

Dated as of February 5, 2021

This Installment Purchase Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Installment Purchase Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
"Contract Term" means the Original Term and all Renewal Terms.
"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.
"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
"State" means the state which Obligor is located.
"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.
"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
(d) Obligor shall use the Equipment only for essential, traditional government purposes.
(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
(f) Obligor has never non-appropriated funds under a contract similar to this Contract.
(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipmentor any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

Section 4.02 Executory Provision. This Contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Obligor beyond the amount of such monies. This Contract is not a general obligation of the Obligor. Neither the full faith and credit nor the taxing power of the Obligor is pledged to the payment of any amount due or to become due under such Contract. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Contract.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of

assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the Initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 11.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

Section 11.10 Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A; The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account

Section 11.11 Obligor further warrants and certifies that: Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached to the Contract; In the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Lockport, New York

Sue A. Mauthiney
Signature

Sue A. Mauthiney Treasurer
Printed Name and Title

Fleetwood Finance Leasing LLC

Signature

Printed Name and Title

City of Lockport, New York
Attested By Authorized Individual:

Anne Glas
Signature

Anne Glas, Sr. Account Clerk
Printed Name and Title

Schedule (01)

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Installment Purchase Contract dated as of February 5, 2021, between Fleetwood Finance Leasing LLC (Obligee) and City of Lockport, New York (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Forensic Scanner

ATTN: Police dept.

Physical Address of Equipment after Delivery : 1 Locks Plaza
Lockport, NY 14094

EXHIBIT B

PAYMENT SCHEDULE

RE: Installment Purchase Contract dated as of February 5, 2021, between Fleetwood Finance Leasing LLC (Obligee) and City of Lockport, New York (Obligor)

Date of First Payment:	At Closing
Original Balance:	$47,521.63
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	$10,633.43	$0.00	$10,633.43	$39,506.61
2	05-Feb-22	$10,633.43	$2,194.84	$8,438.59	$30,066.28
3	05-Feb-23	$10,633.43	$1,692.75	$8,940.68	$20,340.85
4	05-Feb-24	$10,633.43	$1,160.78	$9,472.65	$10,321.71
5	05-Feb-25	$10,633.43	$597.15	$10,036.28	$0.00

City of Lockport, New York

Sue A. Mawhiney
Signature

Sue A. Mawhiney Treasurer
Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

10

Paul Oates

From:	Vinny Cappadora <vinny@happilyrunning.com>
Sent:	Monday, January 10, 2022 8:52 PM
To:	Paul Oates
Cc:	Abbey Polichette
Subject:	[EXTERNAL] [Possible SPAM] Re: Beast of Burden events

Hey Paul - Thanks so much, I'll swing in hopefully this week. I'm just waiting on the COI to come in. Thanks again!

On Mon, Jan 10, 2022 at 10:34 AM Paul Oates <poates@lockportny.gov> wrote:

Hi Vinny,

We have one Council meeting prior to your scheduled Winter event, and that is on Wednesday, January 26th, 2022 at 6:30pm. I can ask the Council to approve one resolution that will grant permission for both your Winter and Summer races.

Before that happens, though, you will need to visit the City Clerk's office at City Hall to: a) provide an updated Certificate of Insurance that covers both your 2022 events, and b) pay for the pavilion rentals. The cost is $40 per day, so the charge would be $80 for August 13 and 14. There is no charge for the pavilion in January.

Please provide your insurance with the attached to guarantee the proper language and coverage.

The City Clerk's office is open Monday through Friday, 8:30am-4:30pm; closed Monday, January 17th. Please stop before January 21st to pay for the pavilion and deliver the Certificate of Insurance.

Thank you.

Paul K. Oates

City Clerk

Phone: (716) 439-6674

CERTIFICATE OF INSURANCE

PRINT DATE: 1/14/2022

CERTIFICATE NUMBER: 20220114880091

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Happily Running
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
INSURER B: Allied World National Assurance Company NAIC# 19489

EVENT INFORMATION:

Beast of Burden Winter (1/29/2022 - 1/30/2022)

POLICY/COVERAGE INFORMATION:

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:	
A	GENERAL LIABILITY					
	X Occurrence	1-TPM-IN-17-01268997	11/1/2021 12:01 AM	11/1/2022 12:01 AM	GENERAL AGGREGATE (Applies Per Event)	$4,000,000
	X Participant Legal Liability				EACH OCCURRENCE	$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)	$2,000,000
					MEDICAL EXPENSE (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	$2,000,000
					PRODUCTS-COMP/OP AGG	$2,000,000
A	UMBRELLA/EXCESS LIABILITY					
	X Occurrence	1-TPM-IN-17-01268998	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE	$3,000,000
					AGGREGATE	$3,000,000
B	OTHER					
	X EXCESS LIABILITY	0313-1301	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE	$7,000,000
					AGGREGATE	$7,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 26).

The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The City of Lockport is named as additional insured as it relates to he use of the Cityâ□□s right-of-way by Happily Running, LLC on January 29 and 30, 2022 for the purpose of Winter Beast of Burden Ultra Marathons.

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Lockport
1 Locks Plaza
Lockport NY 14064

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Lockport 1 Locks Plaza Lockport NY 14064
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

11-14

Paul Oates

From:	Tim Russo <trusso@lockportny.gov>
Sent:	Monday, January 10, 2022 10:33 AM
To:	'Paul Oates'; apolichette@lockportny.gov
Cc:	romanforlockport@gmail.com
Subject:	2022 Financial Policies
Attachments:	Budget AmendmentPolicy.pdf; Fund Balance Policy.pdf; Investment Policy.pdf; Procurement Policy.pdf

Good morning,

I have four financial policies attached that I would like to have included as resolutions for the January 26th meeting. These include:

1) Budget Amendment Policy
2) Fund Balance Policy
3) Investment Policy
4) Procurement Policy

Outside of format changes and an additional guideline to have Council review these annually, no changes were made to the fund balance or investment policies. The budget amendment policy has been slightly altered to fit New World and now includes a form that Department Heads submit to me for budget amendments over $10,000. The procurement policy has been heavily revised and reduced from over a dozen pages to just three, however, we contain the same provisions and procurement dollar tiers as our current policy. There is also a new worksheet for department heads/account clerks to submit to document the three bids.

Please let me know if you see any issue with including these on the meeting of the 26th. I intent to spend the Finance Committee meeting on the same day reviewing what these policies do and why it is beneficial to pass them annually (not going into too much specifics because we only have 25 minutes).

I can send you over the word documents (without the worksheets) if that is logistically easier for you? They are all formatted to begin as resolutions "Whereas...".

Thanks,

Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

City of Lockport - Resolution Request Form
(For Finance Department)

Agenda Description:	Budget Amendment Policy 2022		
Proposed By:	Tim Russo	**Date Submitted:**	1/1/2022

Please provide to Finance Director at least two weeks prior to Council meeting.

Summary: Operating budgets of all entities require typically require some degree of flexibility in order to maintain operations while still meeting budgetary goals. In the City, we have a budget amendment policy that was introduced in resolution 071515.8C of FY 2015. This resolution established budgetary constraints on the administration in form of procedures that must be taken when amending the budget. For example, the administration cannot solely add positions- this must be approved by Council. This 2022 policy contains the same monetary and managerial guidelines, but adds in some additional details on procedures that should be followed (in addition to a worksheet that Department Heads are to complete).

Financial Impact (for current and following year): No budgetary impact. New language that requires annual passing of financial policy will ensure that the City is maintaining its financial obligation to the taxpayers in that we are routinely reviewing and amening policies as needed.

Explanation of attachments: (1) the 2022 policy, and (2) the original 2015 policy.

For Requests Involving Budget Amendments:

Is New World budget print-out attached?	Yes No	*Is procurement worksheet attached?*	Yes No

Increase Line Item:	**Decrease Line Item:**

For Finance Director to Fill Out:

Date of Approval: 1/10/2022	*Resolution:*

City of Lockport

Budget Amendment Policy

WHEREAS, in compliance with the New York State Office of the Comptroller, all governmental entities are recommended to have and maintain a budget modification policy that identifies appropriate practices and regulation as they relate to City finances; and

NOW THEREFORE BE IT RESOLVED, that the City of Lockport does hereby adopt the following budget modification policies and procedures:

Guideline #1: Department Heads, throughout the year, may encounter budget line items that require additional funding for operational costs. The first priority is to utilize unused excess funds within their department. If they can identify matching excess funds in their department to be reduced in the same amount of the requested increase, The Department Head may request an individual amendment amounting from **$1 to $10,000** within their budget, to be posted in New World by said Department's Account Clerk and subsequently reviewed, approved, and posted by the Director of Finance (without the need to fill out and submit the attached Budget Amendment Worksheet). In the event that the Department Head cannot identify excess funds in their department to cover the requested budgetary increase, they are to follow Guideline #4.

Guideline #2: For individual amendment amounts ranging from **$10,001 to $25,000** (in which the Department Head can identify excess funds to match the requested increase), the Department Head will provide to the Director of Finance the attached Budget Amendment Worksheet. In this event, the Director of Finance shall have the authorization:

- To approve requests for the transfer of funds, not to exceed $25,000, within and between the contractual, capital, and benefit expense items of a department budget, provided said administrative transfers do not exceed total appropriations for the departmental budget as adopted or amended by the City Council.

- To approve requests for the transfer of funds, not to exceed $25,000, within the Personal Services account or from Personal Services to Equipment and Contractual, provided said authority is further limited to modifications for

temporary, overtime and/or shift differential appropriations, which shall not result in the creation of permanent full time or part-time positions.

Guideline #3: For individual amendments ranging from **$25,001 to $50,000** (in which the Department Head can identify excess funds to match the requested increase), the Department Head will provide to the Director of Finance the attached Budget Amendment Worksheet. In this event, the Director of Finance in concurrence with the Mayor, shall have the authorization:

- To approve requests for the transfer of funds which exceed $25,000 but are less than $50,000 within and between the equipment and contractual areas of the department budget, provided said transfers do not exceed total appropriations for the departmental budget as adopted or amended by the City Council.

- To approve requests for the transfer of funds which exceed $25,000 but are less than $50,000 within the Personal Services account or from Personal Services to Equipment and Contractual, provided said authority is further limited to modifications for temporary, overtime and/or shift differential appropriations, which shall not result in the creation of permanent full time or part-time positions.

Guideline #4: Common Council approval shall be required for all other budget amendments, including requests that transfer funds from one department to another, as well as the use of contingency. In these events, the Department Head will provide to the Director of Finance the attached Budget Amendment Worksheet, which will then be reviewed by the Finance Director and submitted (in resolution format) to the Clerk's Office for the Common Council to vote on. Department Heads must provide this form to the Finance Director at least two weeks before the Common Council meeting they wish this amendment to be voted on.

Guideline #5: In all instances, there shall be no splitting of transfer amounts to avoid the next level of authorization.

Guideline #6: This policy shall be reviewed annually by the City of Lockport Common.

CITY OF LOCKPORT

BUDGET AMENDMENT WORKSHEET

DEPARTMENT HEAD:_____ **DATE:**_____/_____/_____

This worksheet is to be completed for (1) any budget amendment request that is not supported with a corresponding decrease housed in the same department, and (2) any alteration greater than $10,000. Please refer to the Budget Amendment Policy for more information. Submit form and all supporting documentation to the Finance Director. Please note that this worksheet does not replace the Purchasing Worksheet. Attach copies of any relevant documentation/correspondence that may support this request.

LINE ITEM:	INCREASE:	DECREASE:

REASON FOR INCREASE: _____

_____

_____

_____

To be completed by Finance Director:

	Option	Finance Director Approval & Date	Mayor Approval & Date	Council Resolution
$10,000 to $25,000	☐			
$25,001 to $50,000	☐			
Unfunded/ Council	☐			

071515.8C
By Alderman Genewick:

Whereas, the Finance Committee has reviewed policies that were prepared by the Director of Finance relating to Budget Modification, Preparation and Management of the Petty Cash and Change Fund Accounts, and Cash Management and Handling at their July 1, 2015 meeting, and

Whereas, the Finance Committee has unanimously agreed that said polices be adopted by the Common Council, now therefore be it

Resolved, that the following polices be adopted:

City of Lockport

Policy and Procedures
Budget Modifications

1. Purpose:

To provide for appropriate budgetary controls and to promote the effective, efficient and economical management of appropriated funds.

2. Policy:

It is the policy of City of Lockport that all modifications of the adopted budget, both appropriation and revenue accounts, shall be requested consistent with the procedures contained herein and shall utilize the standard Adopted Budget Modification Request. The level of authorization required is contingent upon the amounts and accounts involved, as detailed herein. These procedures shall apply to a transfer of funds, an increase in appropriations and revenues, and establishment of new accounts. In all instances said requested modifications shall maintain a balanced budget.

3. Procedure:

1. The Adopted Budget Modification Request (ABMR) attached hereto and made a part of this policy, shall be prepared for all transfers of funds and adjustments to the adopted budget.

2. All ABMR's shall be typewritten and completed with all the required information. The ABMR shall reflect the department and action requested; transfer of funds, increases in appropriations and revenues, and/or the establishment of new accounts.

3. The ABMR shall contain an explanation and justification of the action requested. It shall contain sufficient detail to provide an adequate understanding and discussion of the requested action.

4. When completing the ABMR the account numbers and account descriptions contained in the Chart of Accounts shall be utilized. All dollar amounts shall be reflected as whole dollars, cents are not used in this format. Account numbers, descriptions and amounts transferred "From" shall be on a separate line from the accounts being transferred "To." The amounts reflected as the "From" account shall be in parenthesis to indicate this is a withdrawal from the respective account. All transactions shall maintain a balanced budget.

5. The ABMR shall reflect the level of authorization being requested. The following levels of authorization are applicable:

   A. Up to $25,000:

      The Director of Finance and Administration shall have the authorization:

      1) To approve requests for the transfer of funds, not to exceed $25,000, within and between the contractual, capital, and benefit expense items of a department budget, including the creation of new line items, provided said administrative transfers do not exceed total appropriations for the departmental budget as adopted or amended by the City Council.

      2) To approve requests for the transfer of funds, not to exceed $25,000, within the Personal Services account or from Personal Services to Equipment and Contractual, provided said authority is further limited to modifications for temporary, overtime and/or shift differential appropriations, which shall not result in the creation of permanent full time or part-time positions.

   B. Up to $50,000:

   The Director of Finance and Administration, with the concurrence of the Mayor shall have the authorization:

      1) To approve requests for the transfer of funds which exceed $25,000 but are less than $50,000 within and between the equipment and contractual areas of the department budget, including the creation of new line items, provided said administrative transfers do not exceed total appropriations for the departmental budget as adopted or amended by the City Council.

2) To approve requests for the transfer of funds which exceed $25,000 but are less than $50,000 within the Personal Services account or from Personal Services to Equipment and Contractual, provided said authority is further limited to modifications for temporary, overtime and/or shift differential appropriations, which shall not result in the creation of permanent full time or part-time positions.

C. Other –Finance Committee and City Council Approval needed:

City Council approval shall be required for all other budget amendments to include the following:

1) Requests which provide for the transfer of funds between funds or departments shall be subject to a Resolution approved by the Finance Committee and City Council.

In all instances, there shall be no splitting of transfer amounts to avoid the next level of authorization.

6. Upon completion of the ABMR the authorization process shall be contingent upon the required level of authorization. The process shall be:

A. Department head's review and recommendation.

B. Director of Finance and Administration's review, recommendation and authorization.

C. Mayor's review and recommendation, when applicable.

C. Finance Committee's review and recommendation, when applicable.

D. City Council's review and authorization, when applicable.

7. Upon securing the necessary authorization, the Director of Finance and Administration shall initiate the authorized transaction and make the approved modifications to the adopted budget and accounting system within five (5) business days.

8. All budget modifications and transfers shall be reported to the Finance Committee following the end of each quarter.

9. Any questions relative to the intent or clarification of the policy and procedures contained herein shall be subject to a determination of the

Mayor, Finance Committee or the City Council, if determined to be necessary and appropriate.

City of Lockport - Resolution Request Form
(For Finance Department)

Agenda Description:	Fund Balance Policy 2022		
Proposed By:	Tim Russo	**Date Submitted:**	1/1/2022

Please provide to Finance Director at least two weeks prior to Council meeting.

Summary: The City's fund balance policy dictates minimum requires that must be met to maintain financial well-being and solvency in the various operating funds. Originally stablished in resolution 051717.7, the City's current policy includes both budgetary and cash requirements. Typically, these figures come into play during the budget cycle, when technical work is done to analyze project budgetary and cash balances and to assess whether the projected budget amounts are to meet the minimums. In this way, the fund balance policy has large influence over not only the annual budget, but also the financial condition that the City is in. The 2022 policy version contains format changes and no alterations to figures or minimums initially introduced in 2017.

Financial Impact (for current and following year): No budgetary impact. New language that requires annual passing of financial policy will ensure that the City is maintaining its financial obligation to the taxpayers in that we are routinely reviewing and amending policies as needed.

Explanation of attachments: (1) the 2022 policy, and (2) the original 2017 policy.

For Requests Involving Budget Amendments:

Is New World budget print-out attached?	Yes No	*Is procurement worksheet attached?*	Yes No

Increase Line Item:	**Decrease Line Item:**

For Finance Director to Fill Out:

Date of Approval: 1/10/2022	*Resolution:*

City of Lockport

Fund Balance Policy

WHEREAS, in compliance with the New York State Office of the Comptroller, all governmental entities are recommended to have and maintain a fund balance policy that identifies appropriate fund balance levels as they relate to our cash flow, annual budgets, and contingency; and

NOW THEREFORE BE IT RESOLVED, that the City of Lockport does hereby adopt the following fund balance policies and procedures:

Guideline #1 – Use of Fund Balance: Fund balance is the accumulation of prior years' excess or deficit of all revenues and expense. For the purposes of the budget, revenue and expense activity includes bond proceeds and debt service. Available fund balances shall not be used for ongoing operating expenditures, unless a determination has been made that available balances are in excess of required guidelines and plans have been established to address any future operating budget shortfalls. Emphasis shall be placed on one–time uses that achieve future operating cost reductions and/or service level efficiencies.

Guideline #2 – General Fund: The City shall maintain a minimum unrestricted fund balance in the General Fund equal to 17% of the following year's General Fund budgeted expenditures to be used for cash flow purposes, to cover unanticipated expenditures of a non–recurring nature, to meet unexpected increases in service delivery costs and/or to cover unexpected revenue shortfalls. These funds are used to avoid cash flow interruptions, generate interest income, and to avoid the need for short–term borrowing. Each year, the City shall budget an operating budget contingency of not less than 1.25% of all budgeted General Fund expenditures

Guideline #3 – Non-General Governmental Funds: The appropriate balances shall be the amount needed to maintain positive cash balances throughout the year with exceptions made for those funds associated with economic development purposes which may be aggregated by fund type to maintain a positive balance. An adequate operating contingency expense shall be budgeted to provide for business interruption costs and other unanticipated or unbudgeted expenditures. Enterprise funds shall also maintain adequate reserves for emergency improvements relating to new regulations, or emergency needs for capital repair or replacement.

Guideline #4 – Enterprise Funds: The City shall maintain a minimum cash balance in its Enterprise Funds equal to three months of operating expense, or 25% of the funds' annual operating budget. This balance shall be maintained to ensure adequate maintenance reserves, operating cash flow requirements, debt service requirements and legal restrictions. Where cost–effective access to capital markets is available and debt financing is regularly used, replacement balances shall not be maintained in a manner which charges current consumers to pay for future facilities, with exceptions made for those funds associated with economic development purposes. Balances in excess of three months of operating expense may be utilized for capital purchases and replacements in lieu of debt financing if doing so allows for continued maintenance of appropriate balances and funding plans. Alternatively, surplus cash reserves may be used for early debt retirement at the recommendation of the Finance Director and City Treasurer, and approval of the Common Council. Financing decisions shall consider the impact on user rates.

Guideline #5 – Internal Service Funds: To ensure adequate maintenance reserves, cash flow balancing requirements, and legal restrictions, the Self–Insurance Funds shall maintain a cash balance equal to the unpaid claim reserves payable amount on its balance sheet, as defined by the independent actuary plus 10% of the annual department operating budgets within the fund. Net position within the fund should not fall below zero.

Guideline #6 – Annual Review: An annual review of cash flow requirements and appropriate fund balances shall be undertaken to determine whether modifications are appropriate for the reserve policy.

Appendix 4. Fund Balance Policy

Established per Resolution 051717.7

The objective of the fund balance policy is to provide adequate working capital for cash flow and contingency purposes, while maintaining reasonable tax rates.

Use of Fund Balances. Fund balance is the accumulation of prior years' excess or deficit of all revenues and expense. For the purposes of the budget, revenue and expense activity includes bond proceeds and debt service. Available fund balances shall not be used for ongoing operating expenditures, unless a determination has been made that available balances are in excess of required guidelines and plans have been established to address any future operating budget shortfalls. Emphasis shall be placed on one–time uses that achieve future operating cost reductions and/or service level efficiencies

General Fund Cash Flow and Contingency. The City shall maintain a minimum unrestricted fund balance in the General Fund equal to 17% of the following year's General Fund budgeted expenditures to be used for cash flow purposes, to cover unanticipated expenditures of a non–recurring nature, to meet unexpected increases in service delivery costs and/or to cover unexpected revenue shortfalls. These funds are used to avoid cash flow interruptions, generate interest income, and to avoid the need for short–term borrowing.
Appropriate balances shall be maintained reflecting the nature of the accounts, including the following:

General Fund Operating Contingency. Each year, the City shall budget an operating budget contingency of not less than 1.25% of all budgeted General Fund expenditures.

Non–General Governmental Funds. The appropriate balances shall be the amount needed to maintain positive cash balances throughout the year with exceptions made for those funds associated with economic development purposes which may be aggregated by fund type to maintain a positive balance.
An adequate operating contingency expense shall be budgeted to provide for business interruption costs and other unanticipated or unbudgeted expenditures. Enterprise funds shall also maintain adequate reserves for emergency improvements relating to new regulations, or emergency needs for capital repair or replacement.

Appendix 4. Fund Balance Policy (Continued)

Established per Resolution 051717.7

Enterprise Funds. The City shall maintain a minimum cash balance in its Enterprise Funds equal to three months of operating expense, or 25% of the funds' annual operating budget. This balance shall be maintained to ensure adequate maintenance reserves, operating cash flow requirements, debt service requirements and legal restrictions. Where cost–effective access to capital markets is available and debt financing is regularly used, replacement balances shall not be maintained in a manner which charges current consumers to pay for future facilities, with exceptions made for those funds associated with economic development purposes. Balances in excess of three months of operating expense may be utilized for capital purchases and replacements in lieu of debt financing if doing so allows for continued maintenance of appropriate balances and funding plans. Alternatively, surplus cash reserves may be used for early debt retirement at the recommendation of the Finance Director and City Treasurer, and approval of the Common Council. Financing decisions shall consider the impact on user rates.

Internal Service Funds. The following balances shall be maintained to ensure adequate maintenance reserves, cash flow balancing requirements and legal restrictions:

• Self–Insurance Funds shall maintain a cash balance equal to the unpaid claim reserves payable amount on its balance sheet, as defined by the independent actuary plus 10% of the annual department operating budgets within the fund. Net position within the fund should not fall below zero.

Annual Review. An annual review of cash flow requirements and appropriate fund balances shall be undertaken to determine whether modifications are appropriate for the reserve policy.

City of Lockport - Resolution Request Form
(For Finance Department)

Agenda Description:	Investment Policy 2022		
Proposed By:	Tim Russo	**Date Submitted:**	1/1/2022

Please provide to Finance Director at least two weeks prior to Council meeting.

Summary: The City's investment policy provides standards and procedures for City investments. Namely, much of the language included is legally required by investment agencies, City Charter, and NYS OSC. The original iteration of this policy was introduced in 1993 via resolution 110393.7 and has not been altered since. The 2022 version includes only formatting changes and no substantive alterations outside of the requirement to review and pass the policy annually.

Financial Impact (for current and following year): No budgetary impact. New language that requires annual passing of financial policy will ensure that the City is maintaining its financial obligation to the taxpayers in that we are routinely reviewing and amending policies as needed.

Explanation of attachments: (1) the 2022 policy, and (2) the original 1993 policy.

For Requests Involving Budget Amendments:

Is New World budget print-out attached?	Yes No	*Is procurement worksheet attached?*	Yes No

Increase Line Item:	**Decrease Line Item:**

For Finance Director to Fill Out:

Date of Approval: 1/10/2022	*Resolution:*

City of Lockport

Investment Policy

WHEREAS, in compliance with the New York State Office of the Comptroller, all governmental entities are recommended to have and maintain an investment policy that identifies appropriate practices and regulation as they relate to City finances; and

NOW THEREFORE BE IT RESOLVED, that the City of Lockport does hereby adopt the following investment policies and procedures:

Guideline #1 - Scope: This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

Guideline #2 - Objectives: The primary objectives of the local government's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain the optimum rate of return (yield).

Guideline #3 - Delegation of Authority: The governing board's responsibility for administration of the investment program is delegated to the City Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

Guideline #4 - Prudence: All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Lockport to govern effectively. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investments, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity

that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Guideline #5 - Diversification: It is the policy of the City of Lockport to diversify its deposits and investments by financial institution, and by maturity scheduling.

Guideline #6 – Internal Controls: It is the policy of the City of Lockport for all moneys collected by any officer or employee of the government to transfer those funds to the (chief fiscal officer) within 30 days of deposit, or within the time period specified in law, whichever is shorter. The City Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from un-authorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

Guideline #7 – Designation of Depositories: The banking institutions authorized for the deposit of monies are to be designated by Council resolution as required by City Charter, Section C-101.

Guideline #8 – Collateralizing of Deposits: In accordance with the provisions of General Municipal Law, #10, all deposits of the City of Lockport, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- By a pledge of "eligible securities" with and aggregate "market value" as provided by GML #10, equal to the aggregate amount of deposits from the categories designated in Guideline 13 of this policy.
- By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organizations or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- By an eligible surety bond payable to the City of Lockport for an amount at least equal to 100% of the aggregate amount of deposits and agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, and who has met with the requirements of the State Comptrollers office. (#3 added 01/04/95)

Guideline #9 – Safekeeping and Collateralization: Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements. The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment to the City of Lockport or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets

of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

Guideline #10 – Permitted Investments: As authorized by General Municipal Law, #11, the City of Lockport authorizes the City Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United State of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL #24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the City of
- Lockport;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML #6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Lockport within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Lockport within two years of the date of purchase.

Guideline #11 – Authorized Financial Institutions and Dealer: The financial institutions so designated by the Common Council as outlined in paragraph VII of this policy shall be the authorized institutions approved for investment purposes. All financial institutions with which the City of Treasurer conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the City of Lockport. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The City Treasurer is responsible for evaluating the financial position.

Guideline #12 – Purchase of Investments: The City Treasurer is authorized to contract for the purchase of investments:

- Directly, including through a repurchase agreement, from an authorized trading partner.
- By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

- By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Lockport by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, #10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities

Guideline #13 – Schedule of Eligible Securities:

- (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- (ii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market Value of the obligation that represents the amount of the insurance or guaranty.
- (iii) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- (iv) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (v) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (vi) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- (vii) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- (viii) Commercial paper and banker's acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- (ix) Zero coupon obligations of the United States government marketed as "Treasury strips".

Guideline #14 – Annual Review: An annual review of the investment policy should be undertaken to determine whether modifications are appropriate.

Appendix 5. Investment Policy

Established per Resolution 110393.7

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the local government's investment activities are, in priority order,

* to conform with all applicable federal, state and other legal requirements (legal);

* to adequately safeguard principal (safety);

* to provide sufficient liquidity to meet all operating requirements (liquidity); and

* to obtain the optimum rate of return (yield).

III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the City Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Lockport to govern effectively.

Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investments, consid- ering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the City of Lockport to diversify its deposits and investments by financial institution, and by maturity scheduling.

Appendix 5. Investment Policy (Continued)

Established per Resolution 110393.7

VI. INTERNAL CONTROLS

It is the policy of the City of Lockport for all moneys collected by any officer or employee of the government to transfer those funds to the (chief fiscal officer) within 30 days of deposit, or within the time period specified in law, whichever is shorter.

The City Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from un-authorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banking institutions authorized for the deposit of monies are to be designated by Council resolution as required by City Charter, Section C-101.

VIII.COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, #10, all deposits of the City of Lockport, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with and aggregate "market value" as provided by GML #10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organizations or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible surety bond payable to the City of Lockport for an amount at least equal to 100% of the aggregate amount of deposits and agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, and who has met with the requirements of the State Comptrollers office. (#3 added 01/04/95)

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment to the City of Lockport or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, #11, the City of Lockport authorizes the City Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

* Special time deposit accounts;

* Certificates of deposit;

* Obligations of the United States of America;

* Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United State of America;

* Obligations of the State of New York;

* Obligations issued pursuant to LFL #24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the City of Lockport;

* Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.

* Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML # 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Lockport within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Lockport within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The financial institutions so designated by the Common Council as outlined in paragraph VII of this policy shall be the authorized institutions approved for investment purposes. All financial institutions with which the City of Treasurer conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the City of Lockport. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The City Treasurer is responsible for evaluating the financial position.

XII. PURCHASE OF INVESTMENTS

The City Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement,
from an authorized trading partner.

2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company.
Such obligations shall be purchased, sold or presented for redem-
tion or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Lockport by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, #10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

Appendix 5. Investment Policy (Continued)

Established per Resolution 110393.7

APPENDIX A
Schedule of Eligible Securities

(i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market Value of the obligation that represents the amount of the insurance or guaranty.

(iii) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.

(iv) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(v) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vi) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

(vii) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.

(viii) Commercial paper and banker's acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

(ix) Zero coupon obligations of the United States government marketed as "Treasury strips".

City of Lockport - Resolution Request Form
(For Finance Department)

Agenda Description:	Procurement Policy 2022		
Proposed By:	Tim Russo	**Date Submitted:**	1/1/2022

Please provide to Finance Director at least two weeks prior to Council meeting.

Summary: An entity's procurement policy is vital for its operations, as it provides minimum guidelines to abide by when making purchases and expenditures. In the City, the last iteration of this was introduced and passed in 2012. This version (containing 18 pages) provided the user with information relating to not only procurement policy standards, but also guidelines for City employees on how to input purchase orders and how to utilize the system in place at the time. The 2022 revision is largely reduced and only contains matters related to procurement (leaving procedural matters of how to input purchase orders and approvals in our ERP system as an internal document). The City Treasurer and Finance Director utilized the Town of Pendleton's procurement policy and revised it to match out needs and established monetary limits as per the 2012 iteration. As such, the 2022 policy contains no substantive changes to our procedures in place today or on the monetary limits places on each tier of procurement (nor exclusions). Rather, this version is meant to make the policy more approachable and easy to understand.

Financial Impact (for current and following year): No budgetary impact. New language that requires annual passing of financial policy will ensure that the City is maintaining its financial obligation to the taxpayers in that we are routinely reviewing and amending policies as needed.

Explanation of attachments: (1) the 2022 policy, and (2) the original 2012 policy.

For Requests Involving Budget Amendments:

Is New World budget print-out attached?	Yes No	*Is procurement worksheet attached?*	Yes No
Increase Line Item:		**Decrease Line Item:**	

For Finance Director to Fill Out:

Date of Approval:	1/10/2022	*Resolution:*	

City of Lockport

Procurement Policy

WHEREAS, Section 104-b of the General Municipal Law (GML) requires every city to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML, Section 103 or any other law; and

NOW THEREFORE BE IT RESOLVED, that the City of Lockport does hereby adopt the following procurement policies and procedures:

Guideline #1: Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Section 103. Every city officer, board, department head or other personnel with the requisite purchasing authority (hereinafter purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in given fiscal year. That estimate shall include the canvass of other city departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline #2: All purchase contracts which will exceed $20,000 in the fiscal year or public works contracts over $35,000 shall be formal bid pursuant to GML Section 103.

Guideline #3A: For the Purchase of Commodities, Equipment, or Goods (Non-Public Works):

Dollar Limit	Procedure
$1 - $2,999	At the discretion of the Department Head
$3,000 - $4,999	Documented oral/written/emailed quotes from at least three vendors
$5,000 - $19,999	Formal written/emailed quotes from at least three separate vendors
$20,000 and up	Sealed bids in conformance with General Municipal Law, Section 53

Guideline #3B: For the Purchase of Public Works Projects/Contracts:

Dollar Limit	Procedure
$1 - $2,999	At the discretion of the Department Head
$3,000 - $4,999	Documented oral/written/emailed quotes from at least three vendors
$5,000 - $34,999	Formal written/emailed quotes from at least three separate vendors
$35,000 and up	Sealed bids in conformance with General Municipal Law, Section 53

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered. One quotation must be obtained from a local vendor, if possible. All information gathered in complying withthe procedures of this guideline shall be preserved and filed with the documentation supporting the subsequent purchase order and provided to the Principle Account Clerk in the Finance Department.

Guideline #4: The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares a written justification providing reasons why it is in the best interest of the City and its taxpayers to make an award to other than the low bidder. Local vendors may be given a five percent (5%) price benefit for the contracts less than $20,000 in determining lowest bid. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline #5: A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline #6: No solicitation of written proposals orquotations shall be required under the following circumstances (but must still be documented with the attached worksheet):

- Emergencies, as defined by General Municipal Law Section 53 (4);
- Sole source situations;
- Goods purchased from agencies for the blind or severely handicapped;
- Goods purchased from correctional facilities;
- Goods purchased from another governmental agency;
- Goods purchased at auction;
- Goods purchased through a New York State and/or County contract (needs approval with a Council Resolution when substituting for the sealed bidding procedures).

Guideline #7: Departments are responsible for ensuring that procurement policy guidelines are withheld in their departments. Any other employee making purchases shall act subject to the direction of the department head responsible for purchasing.

Guideline #8: This policy shall be reviewed annually by the City of Lockport Common Council.

CITY OF LOCKPORT

PURCHASING WORKSHEET

DEPARTMENT HEAD:_____ **DATE:**_____/_____/_____

ITEM AND MODEL INFORMATION: _____

_____

DESCRIPTION OF PRODUCT/COMMODITY/SERVICE: _____

_____

_____

BUDGET LINE ITEM:_____

BUDGET LINE ITEM CURRENT BALANCE:_____as of _____
(Date)

Note: If current budgetary balances do not suffice, please refer to the Budget Amendment Policy and provide a worksheet if amendment is over $10,000.

Guidelines: (Check one that applies)

□ **Option 1:** Non-Public Works: **$20,000 and up** / Public Works : **$35,000 and up**
Written specifications, Advertising & Sealed Bids (received by City Clerk from formal RFP process)
Requesting bids and approving bids each require approved Common Council resolutions.

□ **Option 2**: Non-Public Works: **$5,000 to $19,999** / Public Works: **$5,000 to $34,999**
Attach three (3) written/fax quotations and detail them below:

□ **Option 3**: Non-Public Works: **$3,000 to $4,999** / Public Works : **$3,000 to $4,999**
Detail three (3) oral/written/emailed quotations below:

LIST VENDOR, MODEL, PRICE BELOW

1. □ Local Vendor _____

_____

2. □ Local Vendor _____

_____

3. □ Local Vendor _____

_____

If lowest quoted price is not awarded, please detail reason: _____

_____

Reasons for non-solicitation: (Check one that applies)
□ emergencies; □ sole source situations; □ goods purchased from agencies forthe blind or severely handicapped;
□ goods purchased from correctional facilities; □ goods purchased from another governmental agency;
□ goods purchased at auction; □ goods purchased under NY State/County Contract #:_____

City of Lockport - Resolution Request Form
(For Finance Department)

Agenda Description: Appropriate FY 2022 ARPA Funds for the Generator Project	
Proposed By: Mike Marino	**Date Submitted:** 1/12/2022
Please provide to Finance Director at least two weeks prior to Council meeting.	

Summary: The American Rescue Plan Act of 2021 (ARPA) provided the City with $1,037,044.91 in FY 2021 funding with an additional funding amount of $1,037,044.91 anticipated to be released in the summer of FY 2022. resolution 111721.21 authorized the Raw Water Pumping Station Emergency Generator project, totaling $800,00, with a potential grant from NYSEFC of $480,000 and a local match (of intended ARPA funds) for the remaining $320,000. To better accomodate the engineering group's project delivery timeline, it would be preferable to begin deigning work now prior to being fully authozried as a project.

Financial Impact (for current and following year): This resolution would appropriate the ARPA funds (to be received later in summer in 2022) in the amount of $480k to $800k in the event that the City is not awarded external grants. This may mean that the City would have to delay the fire apron work , as there would not be enough funds remaining in the planned usage of the 2022 ARPA proposal.

Explanation of attachments: (1) resoution, (2) email thread, (3) supporting reoslutions from 2021 (the appropriatoin of the 2021 ARPA as well as the authorization of the peojct).

For Requests Involving Budget Amendments:

Is New World budget print-out attached? Yes No	*Is procurement worksheet attached?* Yes No
Increase Line Item:	**Decrease Line Item:**

For Finance Director to Fill Out:

Date of Approval: 1/12/2022	*Resolution:* 012622

Whereas, the American Rescue Plan Act of 2021 (ARPA) provided the City with $1,037,044.91 in FY 2021 funding with an additional funding amount of $1,037,044.91 anticipated to be released in the summer of FY 2022,

Whereas, resolution 111721.21 authorized the Raw Water Pumping Station Emergency Generator project, totaling $800,00, with a potential grant from NYSEFC of $480,000 and a local match (of intended ARPA funds) for the remaining $320,000,

Whereas, the City's engineering firm has recommended to begin preliminary design work to ensure a more efficient and effective timeline once ARPA and /or other grant funds are released,

Therefore be it resolved that the Council hereby appropriated the FY 2022 anticipated ARPA funds in the amount of $320,000 with an additional ARPA contingency appropriation of $480,000 (for a total of $800,000) in the event that other grant opportunities do not materialize.

Tim Russo

From: Mike Marino <mmarino@nussclarke.com>
Sent: Wednesday, January 12, 2022 7:14 PM
To: Tim Russo
Cc: Jamie Elmer
Subject: Re: [EXTERNAL] Raw Water Pump Station Generator

That makes perfect sense to me, glad I checked! Let me know when you think everything is lined up and we'll get right on it.

Thanks Tim!
-mike

Sent from my iPhone

On Jan 12, 2022, at 6:46 PM, Tim Russo <trusso@lockportny.gov> wrote:

Hello,

Thanks for reaching out. While the resolutions do explicitly outline the City's obligations for this project, we haven't yet appropriated the use of the 2022 ARPA funds explicitly. Given the fact that the last Council only appropriated the 2021 portion of funds, I would be more comfortable to proceed if I had a pre-emptive appropriation of the ARPA funds. The accounting and reporting for the ARPA funds is very specific as well, so the more documentation in place, the better.

I can get something together for the meeting on the 26th of this month, so hopefully there will be minimal delays?

Thank you,
Tim Russo
Director of Finance

City of Lockport
One Locks Plaza
Lockport, New York 14094
716 439-6631

From: Mike Marino <mmarino@nussclarke.com>
Sent: Wednesday, January 12, 2022 11:40 AM
To: trusso@lockportny.gov; jelmer <jelmer@lockportny.gov>
Subject: [EXTERNAL] Raw Water Pump Station Generator

Good morning!

Brian's e-mail reminded me that I also wanted to touch base with you Tim, after the New Year regarding the raw water pumpstation generator project, so this is for your review/response when convenient.

As we know it's come up several times about the status of the project during the Council meetings but it's really been hinged on a funding source.
As I understand, a portion of the second ARPA payment will be used for the generator. Also, since the WIIA grant application came up, we applied for that and are waiting to hear how that settles out. Given the long lead time on generators I had mentioned in Council and to the Mayor and Jaime that since an engineering contract was approved under resolution 111721.24 we could get rolling on the design so that once the ARPA and/or WIIA funds are in place we could get that bid our immediately, and it sounds like all would like to proceed. We made sure the agreement authorization was contingent upon receipt of grants funds. Of course those are not yet in place, however I'm confident that at least the ARPA funds will materialize in the spring so we're certainly prepared to proceed at risk so to say to get the design work done. We'd just plan to send our monthly invoices to Jamie which can remain in his inbox until the grant funds are in place to pay those (so hopefully they come to be!). The design budget is about 40% of our contract value and the balance wouldn't come into play until bidding and construction, so that limits our risk a little.

Just wanted to confirm you before I get the design team working on it that you are ok with that approach.

Please do not hesitate to contact me with any questions.

Thanks and have a great day!
--mike

Michael T. Marino, P.E.
Chief Executive Officer
80 Main Street, Unit A
Lockport, NY 14094
p: 716.827.8000 x 257 | **f:** 716.826.7958 | **m:** 716.440.7491
FULL-SERVICE CAPABILITIES, LOCAL EXPERTISE
Facebook || LinkedIn || nussclarke.com

The information contained in this electronic message and any attachments may be privileged or confidential information and are intended only for the use of the individual or entity named in the email header above. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by responding to this email or by telephone (collect) and delete this email in its entirety.

081821.4
By Alderman Allport:

Whereas, a plan has been proposed by the Mayor and administration to utilize the Federal ARPA Coronavirus Local Fiscal Recovery Funds (also referred to as Budget Supplement #3); and

Whereas, the FY 2021 portion of the funds has been recommended to be utilized for a sewer vacuum ($377,527), two street sweepers (totaling $417,440), a Bandit 18XP Drum Chipper ($55,313) minus the trade in value of the City's Morbark M15RX Chipper ($18,500), and a 12-ton truck ($175,852); now, therefore, be it

Resolved, that the City of Lockport Common Council hereby approves of the budget transfers for said purchases, contingent on final review by Corporation Counsel:

Revenues:
Increase

A.0000.34089	Other Federal Revenue	$1,007,632
H209.8197.32801.A	Interfund from General Fund	$377,527
H210.5110.32801.A	Interfund from General Fund	$417,440
H211.5110.32801.A	Interfund from General Fund	$36,813
H212.5110.32801.A	Interfund from General Fund	$175,852

Expenditures:
Increase

A.9901.59000.H	Interfund to Capital	$1,007,632
H209.8197. 52420	Machinery and Heavy Equip.	$377,527
H210.5110. 52420	Machinery and Heavy Equip.	$417,440
H211.5110. 52420	Machinery and Heavy Equip.	$36,813
H212.5110. 52420	Machinery and Heavy Equip.	$175,852

Seconded by Alderman Devine and adopted. Ayes 6.

111721.21
By Alderman Abbott:

Whereas, the City of Lockport (City), is seeking a grant for the Raw Water Pumping Station Emergency Generator project and intends to submit via the Environmental Facilities Corporation (EFC) for funding to the New York Water Infrastructure Improvement Act (WIIA); and

Whereas, the City project cost estimate for the Raw Water Pumping Station Emergency Generator Project is $800,000; and

Whereas, the WIIA through NYS Environmental Facilities Corporation (NYSEFC) is authorized to fund up to 60% of the project cost of $800,000 in the amount of $480,000; now, therefore, be it

Resolved, that the City authorizes and appropriates a minimum of 40% local match as required by the WIIA. Under the WIIA, this local match must be at least 40% of total project of $800,000 for a total share of $320,000. The maximum local share appropriated subject to any changes agreed to by the Mayor shall not exceed $320,000

subject to receipt of a WIIA grant and available funding. The total estimated maximum grant is $480,000. The Mayor may increase this local match through the use of in-kind services without further approval from the City.

Seconded by Alderman Kantor and adopted. Ayes 6.

111721.22

By Alderman Oates:

Whereas, Nussbaumer & Clarke, Inc. is authorized to prepare a grant application on behalf of the City of Lockport (City) via the Environmental Facilities Corporation (EFC) to the NYS Water Infrastructure Improvement Act (WIIA) for the Raw Water Pumping Station Emergency Generator project; and

Whereas, the Mayor is required to sign the grant application on behalf of the City of Lockport as well as a Grant Agreement with the NYSEFC and any and all other contracts, documents and instruments necessary to bring about the Project if a grant is awarded; now, therefore, be it

Resolved, that the Mayor is authorized to sign a grant application on behalf of the City via the NYSEFC to the Water Infrastructure Improvement Act (WIIA); and be it further

Resolved, that should a WIIA grant be awarded to the City, the Mayor is authorized to execute a Grant Agreement with the NYSEFC and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City's obligations under the WIIA Program through NYSEFC.

Seconded by Alderman Kantor and adopted. Ayes 6.

18

Paul Oates

From: Luca Quagliano <lquagliano@lockportny.gov>
Sent: Wednesday, January 19, 2022 9:30 AM
To: Paul Oates
Subject: Ambulance purchase

Hi Paul,

Here is the ambulance info:

Harris Hill Volunteer Fire Co.
8630 Main St.
Williamsville NY 14221
716-632-1199

1999 Ford E450 Braun Ambulance
30,000 miles
3730 engine hours
$5000 purchase price offer

Vehicle to be used as a utility vehicle for LFD.

Let me know if I'm missing anything.

--
Luca Quagliano, AEMT-P
Interim Chief of Department
City of Lockport Fire Department
1 Locks Plaza, Lockport NY 14094
O: 716-439-6611 C: 716-998-0995

012622.18

By Alderman Fogle:

Whereas, the City of Lockport Fire Department is interested in purchasing a used ambulance from Harris Hill Volunteer Fire Company in Williamsville for use as a utility vehicle for LFD, and

Whereas, the vehicle is a 1999 Ford E450 Braun Ambulance with 30,000 miles and 3,730 engine hours, and

Whereas, the purchase price offered for said vehicle is $5,000; now, therefore, be it

Resolved, that the Common Council hereby authorizes the department to purchase the used vehicle, and also amends the General Fund budget as follows:

Expenditures

Decrease		
A.1900.54775	Contingency	$5,000
Increase		
A.3410.52070	Public Safety Equipment	$5,000

Seconded by Alderman Beakman and adopted. Ayes _____.