

SUPERVISOR

MARC R. SMITH

TOWN CLERK

NANCY A. BROOKS

SUPERINTENDENT OF HIGHWAYS

DAVID J. MILLER.

COUNCIL MEMBERS

PAUL H. PETTIT

MARK C. CROCKER

CHERYL A. ANTKOWIAK

PAUL W. SIEJAK

TOWN ATTORNEY

DANIEL SEAMAN

**Tentative
Town of Lockport Work Session
02/22/2012 1:00pm**

- **Clerk**
- **Attorney**
- **Engineer**
 - Red Creek Crossing – Turner Underground \$92,627.00 (Town to pay and be reimbursed by the Town of Newfane for 50% of this project)
- **Town Board**
- **Supervisor:**
 - Dival Safety Training - \$5,500 for recertification of water/sewer/highway employees.
 - NYSDOT – Signal timing at Transit and Millersport Highway.
 - Town of Lockport Court - \$7,817.77 for court improvements.
 - Recreation Committee contract with Niag County Historical Society. (\$2.00 each)
 - Recreation Committee contract with Lockport Locks and Erie Canal Cruises (\$3.50 adult, \$2.00 child)
 - Recreation Committee contract with Lockport Little League (\$15.00 each)
- **Executive Session: if requested (consultation with attorney)**
- **Adjournment**



February 20, 2012

Mr. Marc R. Smith, Town Supervisor
and Honorable Town Board
Town of Lockport
6560 Dysinger Road
Lockport, New York 14094

**SUBJECT: TOWN OF LOCKPORT
RIDGE ROAD WATERLINE REPLACEMENT
CONTRACT 152W
RECOMMENDATION OF AWARD
WDP. NO. 0949-174**

Dear Supervisor Smith and Honorable Town Board:

Bids on the above referenced project were received and opened on February 10, 2012 at 1:00 pm, in accordance with the Notice to Bidders previously authorized.

The low bids submitted were recorded as follows:

| <u>Contractor</u> | <u>Total Bid</u> |
|--------------------------|------------------|
| Turner Underground | \$92,637.00 |
| Kandey Company | \$110,000.00 |
| Babcock Utilities | \$124,630.00 |
| E&R General Construction | \$162,000.00 |
| ECI Directional Drilling | \$225,000.00 |

Wendel Duchscherer conducted an interview with a representative from the apparent low bidder to confirm their understanding of the requirements of this project. His responses were satisfactory.

Wendel Duchscherer has reviewed the Contract Documents, and the information provided by the low bidder. Based upon this review, we recommend award of Contract 152W to Turner Underground in the amount of \$92,637.00 pending Town of Lockport Attorney review and approval of the bonds and insurances.

TABULATION OF BIDS
PAGE 1

| DESCRIPTION | QUANTITY UNITS | NO. 1 | | NO. 2 | | NO. 3 | | NO. 4 | | NO. 5 |
|---|----------------|-------------------------------|----------------|------------------------|----------------|------------------------|----------------|-----------------------|----------------|--------------|
| | | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE |
| TRACTOR ERROR | | | | | | | | | | |
| ing Waterline Cossing of Red Creek along Ridge Road | 1 LS | 225,000.00 | 225,000.00 | 162,000.00 | 162,000.00 | 110,000.00 | 110,000.00 | 92,637.00 | 92,637.00 | 124,630.00 |
| ntal Directional Drilling | | | | | | | | | | |
| Reduction percentage | | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 2.00% |
| Bid with Alt #1 | | 225,000.00 | | 162,000.00 | | 110,000.00 | | 92,637.00 | | 122,137.40 |
| | | CONTRACTOR TOTAL=\$ 225000.00 | | CON TOTAL=\$ 162000.00 | | CON TOTAL=\$ 110000.00 | | CON TOTAL=\$ 92637.00 | | CON TOTAL=\$ |
| | | ACTUAL TOTAL=\$ 225000.00 | | ACT TOTAL=\$ 162000.00 | | ACT TOTAL=\$ 110000.00 | | ACT TOTAL=\$ 92637.00 | | ACT TOTAL=\$ |
| 92637.00 | | BID RANKING 5 | | BID RANKING 4 | | BID RANKING 2 | | BID RANKING 1 | | BID RANKING |

of Lockport Ridge Road Waterline Replacement

ary 10, 2012

| | |
|---|----------------|
| TRACTOR ERROR | |
| DESCRIPTION | QUANTITY UNITS |
| ing Waterline Cossing of Red Creek along Ridge Road | 1 LS |
| ental Directional Drilling | |
| Reduction percentage | |
| Bid with Alt #1 | |

DATA FOR STATISTICS TABLE - FORMULAS

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|---|--------|--------|--------|-------|--------|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| ing Waterline Cossing of Red Creek along Ridge Road | 225000 | 162000 | 110000 | 92637 | 124630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ental Directional Drilling | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduction percentage | 0 | 0 | 0 | 0 | 0.02 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bid with Alt #1 | 225000 | 162000 | 110000 | 92637 | 122137 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

CONTRAC
ACT

92637.00



The #1 Name in Safety & Industrial Supplies



DiVal Safety Equipment, Inc. • 1721 Niagara Street • Buffalo, New York 14207 • Tol 800.343.1354 • Tel 716.874.9060 • Fax 716.874.4686

QUOTE

| Customer Information |
|---|
| Attn: Marc Smith Marc@elockport.com TOWN OF LOCKPORT 6560 Dysinger Road Lockport, NY 14094 Phone: (716) 439-9520 Fax: (716) 439-0528 Freight: Prepaid Terms: NET 30 DAYS Lead Time: 10 Days |

| Quote Information |
|---|
| Quote Number: 113429 Quote Date: 2/17/2012 Customer Service Rep: Judy Trent Customer Service Email: jtrent@divalsafety.com Outside Sales Rep: Kristy Carpenter Sales Rep Email: kcarpenter@divalsafety.com Quote Valid Until: 2/27/2012 |

| ITEM | DESCRIPTION | QTY | PRICE | U/M | TOTAL |
|------------|---|-----|------------|-------|------------|
| TRPART | Various 45-60 min OSHA required safety training classes. Course to be taught at client's location in Lockport, NY, M-F, 8a-5p. Days and times outside those listed may incur an additional fee. Classes included at this rate: ST008 Hazard Communication (HazComm) ST007 Lockout/Tagout (LOTO) ST009 Bloodborne Pathogens (BBP) ST011 Emergency Action Plan ST016 Hearing Conservation ST017 Personal Protective Equipment (PPE) ST019 Safe Electrical Work practices ST021 Trenching and Excavation Safety ST027 Portable Ladder Safety ST031 Machine Guarding | 1 | \$275.00 | CLASS | \$275.00 |
| ST006 | Confined Space Entry Safety training class – INITIAL. OSHA 1910.146. Class length: 8 hrs. Includes classroom/lecture portion as well as required simulation exercise. Client is responsible to have all applicable gas detection, retrieval, respiratory and PPE available for use. (Can be rented if not available). Class size maximum: 20 students. To be performed at client's location in Lockport, NY, M-F, 7a-5p. Days and times outside those listed may incur an additional fee. | 1 | \$1,250.00 | CLASS | \$1,250.00 |
| ST006-REFR | Confined Space Entry Safety training class – REFRESHER. OSHA 1910.146. Class length: 4 hrs. Includes brief review lecture as well as required simulation exercise. Client is responsible to have all applicable gas detection, retrieval, respiratory and PPE available for use. (Can be rented if not available). Class size maximum: 20 students. To be performed at client's location in Lockport, NY, M-F, 7a-5p. Days and times outside those listed may incur an additional fee. | 1 | \$675.00 | CLASS | \$675.00 |

Rochester
845 West Avenue, Building 7
Rochester, New York 14611

Syracuse
6179 East Molloy Road
E. Syracuse, New York 13057

Houston
1720 Preston Road, Unit F
Pasadena, Texas 77503

Philadelphia
220 Garfield Avenue
West Chester, Pennsylvania 19380

www.DiValSafety.com



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| | | | | | |
|--------|---|---|----------|-------|----------|
| ST012 | Fire Extinguisher Safety Training class. OSHA 1910.157. Includes classroom lecture portion (Apx. 60 min.) as well as Hands-on live burn simulation. Class length: Apx. 75-90 minutes. Class size maximum: 25 students. To be performed at client's location in Lockport, NY. Includes all required materials for simulation - Fire Pan, fuel, igniter and training extinguishers. Additional students over 25 may incur an additional fee based on additional training extinguishers needed. M-F, 7a-5p. Days and times outside those listed may incur an additional fee. | 1 | \$295.00 | CLASS | \$295.00 |
| FA001 | National Safety Council (NSC) First Aid Certification class. Certification length: FA = 3 yrs. Class length: 4 hrs. Class size maximum: 15 students. Includes all student course materials, manikins, etc. To be performed at client's location in Lockport, M-F, 7a-5p. Days and times outside those listed may incur an additional fee. | 1 | \$600.00 | CLASS | \$600.00 |
| ST00WZ | Work Zone Flagger and Protection training. Class length: 4 hrs. Course to be taught at client's location in Lockport, NY, M-F, 7a-5p. Days and times outside those listed may incur an additional fee. | 1 | \$575.00 | CLASS | \$575.00 |

Thank You!

Rochester

845 West Avenue, Building 7
Rochester, New York 14611

Syracuse

6179 East Molloy Road
E. Syracuse, New York 13057

Houston

1720 Preston Road, Unit F
Pasadena, Texas 77503

Philadelphia

220 Garfield Avenue
West Chester, Pennsylvania 19380

www.DiValSafety.com

STATE OF NEW YORK
UNIFIED COURT SYSTEM

25 Delaware Avenue
Buffalo, NY 14202
(716) 845-9438

A.Gail Prudenti
Chief Administrative Judge

Paula L. Feroletto
Eighth District Administrative Judge

Michael V. Coccoma
Deputy Chief Administrative Judge
Courts Outside New York City

2/8/2012

Mrs. Linda Cutter
Court Clerk
Lockport Town Court
6564 Dysinger Road
Lockport, NY 14094

Dear Mrs. Cutter:

Please be advised the Lockport Town Court has been awarded a grant under the 2011-12 cycle of the Justice Court Assistance Program (JCAP).

JCAP was established by the New York State Legislature in 1999, at the request of the Unified Court System, to help provide our State's town and village courts with the resources and equipment necessary to fulfill their critical role in our justice system. Under the Court System's Action Plan for the Justice Courts, JCAP has been expanded, both in the level of funding and the scope of the projects funded. This fiscal year the Justice Courts applied for over \$6.6 million in JCAP funding. The Lockport Town Court is one of 402 courts receiving funds this year. The details of your award are set forth on the enclosed form.

Thank you for your participation in the Justice Court Assistance Program.

Very truly yours,

Paula L. Feroletto
Eighth District Administrative Judge

Sara Sheldon Farkas
Supervising Judge

ORI Number: NY031121J

CC: Hon. Henry J. Scudder, Presiding Justice Appellate Division
Hon Michael V. Coccoma, Deputy Chief Administrative Judge
Courts Outside New York City

2011 Justice Court Assistance Program

Please fax this form to 518-438-3518 or mail to:
Office of Justice Court Support, 187 Wolf Road, Suite 103, Albany, N.Y.12205

Application ID # 865

In the space provided below, indicate when the money was spent on the item described below and the exact amount spent.

Funds to be spent within 180 days of receipt

Information about when you spent the grant:

Lockport Town Court, Niagara County

District 8

Type Of Application: Individual

If Joint, name of Joint Applicant:

Comments:

| | | |
|---|------------------------------|-------------------------------------|
| Item Category | Grant Amount Approved | Print Name: _____ |
| Courtroom Enhancements | \$450.00 | Signature: _____ |
| <input type="checkbox"/> I affirm this was received | Date: _____ | Amount actually spent: _____ |

| | | |
|---|------------------------------|-------------------------------------|
| Item Category | Grant Amount Approved | Print Name: _____ |
| Office Equipment | \$1,887.79 | Signature: _____ |
| <input type="checkbox"/> I affirm this was received | Date: _____ | Amount actually spent: _____ |

| | | |
|---|------------------------------|-------------------------------------|
| Item Category | Grant Amount Approved | Print Name: _____ |
| Other | \$99.98 | Signature: _____ |
| <input type="checkbox"/> I affirm this was received | Date: _____ | Amount actually spent: _____ |

| | | |
|---|------------------------------|-------------------------------------|
| Item Category | Grant Amount Approved | Print Name: _____ |
| Security | \$5,380.00 | Signature: _____ |
| <input type="checkbox"/> I affirm this was received | Date: _____ | Amount actually spent: _____ |

| | | |
|------------------------------|----------------------------|-------------------|
| Total Amount of Grant | Lockport Town Court | \$7,817.77 |
|------------------------------|----------------------------|-------------------|

SPECIAL NOTE REGARDING AWARD DISBURSEMENTS:

Your Town Supervisor or Village Mayor should receive a check for the amount of the grant or the grant amount will be sent via direct deposit to your municipality. All grant recipients are reminded that, as required by law, funds received hereunder may not be used for purposes other than the purchase of the item(s) set forth on the enclosed award form. Also, as stipulated in the municipal certification accompanying the application for your grant, "any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures."

Please remember to save your receipts for at least three (3) years for audit and review purposes. If the amount you spend purchasing an item is less than the amount awarded in the grant, and that difference is less than 10% of the award for that item, then you may use that savings toward another grant item or towards consumable office supplies. If the savings exceeds 10% of the amount awarded for that item, please contact the Office of Justice Court Support at 1-800-232-0630 for approval.



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION FIVE
100 SENECA STREET
BUFFALO, NEW YORK 14203
www.dot.ny.gov

DARRELL F. KAMINSKI, P.E.
ACTING REGIONAL DIRECTOR

JOAN McDONALD
COMMISSIONER

February 14, 2012

Honorable Marc R. Smith, Supervisor
TOWN OF LOCKPORT
6560 Dysinger Road
Lockport, NY 14094-7970

Dear Supervisor Smith:

As a follow-up to our December 27, 2010 letter, we have completed our traffic engineering investigation related to your December 8, 2010 request for a review of signal timing at the intersection of Route 263 (Millersport Highway) and Route 78 (Transit Road), in the Town of Amherst.

As you are aware, this signal experiences large volumes of daily traffic. Any timing adjustments to this signal with the goal of improving one phase would be made at the expense of the other phases. However, based on our review, we have determined that we will modify the program of the signal so that at times that the traffic demand on northbound Millersport Highway or northbound Transit Road exceeds the normally allotted maximum green-time for that phase, the green-time will be incrementally increased to accommodate the higher demand. As the demand is reduced, the green-time will then be incrementally decreased to its original amount. While this will increase the overall delay to the intersection, it will only do so during the times when there is excessive demand. This work will be completed by our signal maintenance forces as scheduling permits.

If you have any questions or need additional information, please contact me at (716) 847-3268 or Argelo Borgese, of my staff, at (716) 847-3262.

Sincerely,

A handwritten signature in black ink that reads "Thomas S. Messana".

Thomas S. Messana, P.E.
Regional Traffic Engineer

TSM/AB/paf

cc: Major Christopher L. Cummings, Troop "A" Commander, NYS Police
A. Borgese, P.E., Regional Traffic Operations Engineer

AGREEMENT

THIS AGREEMENT made this 8 day of February, 2012, by and between the **NIAGARA COUNTY HISTORICAL SOCIETY, INC.**, 215 Niagara Street, Lockport, New York, hereinafter referred to as the "Historical Society" and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Town".

WHEREAS, the Town of Lockport Recreation Commission desires to provide cultural and entertainment opportunities to the residents of the Town of Lockport, and

WHEREAS, the Historical Society through its Erie Canal Discovery Center, located at 24 Church Street, Lockport, New York, provides such opportunities, and

WHEREAS, the Town has decided that it would be advantageous to encourage the use of the Erie Canal Discovery Center.

NOW, THEREFORE, it is duly agreed by the parties herein as follows:

1. That the Historical Society shall accept coupons at the Erie Canal Discovery Center as provided through the Town newsletter or as distributed by the Town Clerk's Office for discounts in the amount of \$2.00 for admission.

2. Upon returning the coupons collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse the Historical Society for such discounts.

3. It is agreed that the Town has no input or control over the Erie Canal Discovery Center premises and the Erie Canal Discovery Center and Historical Society shall indemnify and hold harmless the Town of Lockport for and against any and all liability, damage expense, cause of action, suits, claims, penalties or judgments arising from injury to any person or property or from loss of life or property sustained by anyone in or about the property of the Erie Canal Discovery Center, arising from any acts or omissions of the Erie Canal Discovery Center or the Historical Society, its employees, servants, or agents. The Erie Canal Discovery Center shall, at its own cost and expense, defend any and all suits or actions which may be brought against the Town of Lockport, which may be impleaded with others upon any claim in the event of failure of the Erie Canal Discovery Center or the Historical Society to do any such act. Further, the Historical Society shall satisfy, pay and discharge any and all judgments that may be recovered against the Town of Lockport in any such suit or action against the Town of Lockport as a result of any act or omission of the Historical Society for its negligence resulting in injury to any person on the premises of the Erie Canal Discovery Center, pursuant to this Agreement.

4. This contract shall commence upon execution and shall remain in effect for a period of one year or until sooner terminated on 30 days notice by either party.

NIAGARA COUNTY HISTORICAL SOCIETY, INC.

By: Melissa Dunlap
Melissa Dunlap, Executive Director

**TOWN OF LOCKPORT, on behalf of the
TOWN OF LOCKPORT RECREATION COMMISSION**

By: _____
Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this 8th day of February, 2012, by and between **LOCKPORT LOCKS & ERIE CANAL CRUISES, INC.**, 210-228 Market Street, Lockport, New York, hereinafter referred to as the "Lockport Locks & Erie Canal Cruises" and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Town".

WHEREAS, the Town of Lockport Recreation Commission desires to provide cultural and entertainment opportunities to the residents of the Town of Lockport, and

WHEREAS, the Lockport Locks & Erie Canal Cruises provides such opportunities, and

WHEREAS, the Town has decided that it would be advantageous to encourage the use of the Lockport Locks & Erie Canal Cruises.

NOW, THEREFORE, it is duly agreed by the parties herein as follows:

1. That the Lockport Locks & Erie Canal Cruises shall accept coupons as provided through the Town newsletter or as distributed by the Town Clerk's Office for discounts in the amount of \$3.50 off the price of admission for Adult Town of Lockport resident coupon holders and \$2.00 off of the price of admission for Child Town of Lockport resident coupon holders.

2. Upon returning the coupons collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse the Lockport Locks & Erie Canal Cruises for such discounts.

3. It is agreed that the Town has no input or control over the Lockport Locks & Erie Canal Cruises and shall indemnify and hold harmless the Town of Lockport for and against any and all liability, damage expense, cause of action, suits, claims, penalties or judgments arising from injury to any person or property or from loss of life or property sustained by anyone in or about the property of the Lockport Locks & Erie Canal Cruises or participating in Lockport Locks & Erie Canal Cruises activities, arising from any acts or omissions of the Lockport Locks & Erie Canal Cruises, its employees, servants, or agents. The Lockport Locks & Erie Canal Cruises shall, at its own cost and expense, defend any and all suits or actions which may be brought against the Town of Lockport, which may be impleaded with others upon any claim in the event of failure of the Lockport Locks & Erie Canal Cruises to do any such act. Further, the Lockport Locks & Erie Canal Cruises shall satisfy, pay and discharge any and all judgments that may be recovered against the Town of Lockport in any such suit or action against the Town of Lockport as a result of any act or omission of the Lockport Locks & Erie Canal Cruises for its negligence resulting in injury to any person on the premises or participating in activities of the Lockport Locks & Erie Canal Cruises, pursuant to this Agreement.

4. This contract shall commence upon execution and shall remain in effect for a period of one year or until sooner terminated on 30 days notice by either party.

LOCKPORT LOCKS & ERIE CANAL CRUISES, INC.

By: Sharon Murphy, Owner
Sharon Murphy, Owner

**TOWN OF LOCKPORT, on behalf of the
TOWN OF LOCKPORT RECREATION COMMISSION**

By: _____
Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012, by and between **LOCKPORT LITTLE LEAGUE**, P.O. Box 1179, Lockport, New York, hereinafter referred to as "Little League" and the **TOWN OF LOCKPORT**, on behalf of the **TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Town".

WHEREAS, the Little League has agreed to provide baseball and/or softball activities for area residents, including Town of Lockport residents, for its 2012 season, and

WHEREAS, the Town Recreation Commission desires to provide to Town resident youths the opportunity to participate in organized baseball,

NOW, THEREFORE, IT IS DULY AGREED BY THE PARTIES AS FOLLOWS:

1. Residents of the Town of Lockport of appropriate age will be offered the opportunity to participate in Little League baseball activities during the 2012 Lockport Little League baseball season.

2. The Little League agrees to provide volunteer and paid staff, including coaches, referees, etc., during said baseball season, and appropriate facilities for baseball and/or softball and to run a little league baseball program.

3. The Little League shall submit to the Town of Lockport Recreation Commission a list of each Town resident who has signed

up to participate in Little League, together with his or her residence.

4. The Town shall pay to the Little League the amount of \$15.00 for each youth who participates in Little League.

5. It is agreed that the Town of Lockport and the Town Recreation Commission provide no supervision or involvement in the Little League's program.

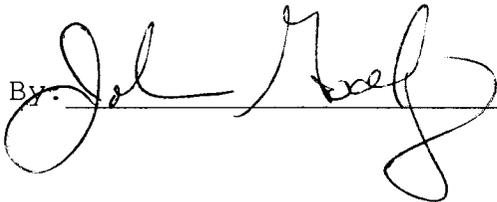
6. It is understood and agreed that the Little League is an independent contractor and that the Little League assumes full responsibility for the safety of all persons participating in the Little League's programs, pursuant to this Agreement.

7. The Little League shall indemnify and save harmless the Town of Lockport for and against any and all liability, damage expense, cause of action, suits, claims, penalties or judgments arising from injury to any person or property or from loss of life sustained by anyone arising out of the Little League program conducted, pursuant to the terms of this Agreement, as a result from any negligence, acts or omissions of the Little League, its employees, servants, or agents. The Little League shall, at its own cost and expense, defend any and all suits or actions which may be brought against the Town of Lockport which may be impleaded with others upon any such claim. Further, the Little League shall satisfy, pay and discharge any and all judgments that may be recovered against the Town of Lockport in any such suit or action against the

Town of Lockport as a result of any act or omission of the Little League for its negligence resulting in injury to any person on the premises of the Little League pursuant to this Agreement.

8. The Little League agrees that it will have liability insurance in the minimum amount of \$1,000,000.00 per occurrence to protect both itself and the Town of Lockport and members of the Recreation Commission of said Town of Lockport from any action brought as a result of injury or damage sustained which arises from activities under this Agreement. The Town of Lockport will be named as an additional insured on the policy which must not expire prior to the last date authorized for Little League activities under this Agreement, as evidenced by a Certificate of Insurance filed with the Town.

LOCKPORT LITTLE LEAGUE

By:  _____

**TOWN OF LOCKPORT, on behalf of the
TOWN OF LOCKPORT RECREATION COMMISSION**

By: _____
Marc R. Smith, Supervisor