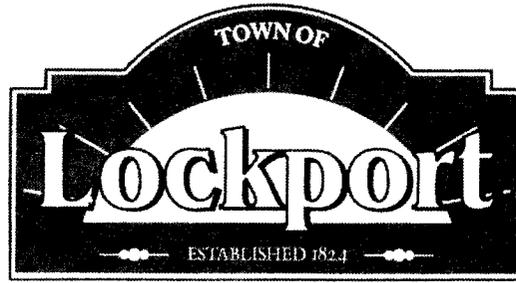


**SUPERVISOR**  
MARC R. SMITH  
**TOWN CLERK**  
NANCY A. BROOKS  
**SUPERINTENDENT OF HIGHWAYS**  
DAVID J. MILLER.



**COUNCIL MEMBERS**  
PAUL H. PETTIT  
MARK C. CROCKER  
CHERYL A. ANTKOWIAK  
PAUL W. SIEJAK  
**TOWN ATTORNEY**  
DANIEL SEAMAN

**Tentative  
Town of Lockport Work Session  
03/21/2012 1:00pm**

- 1. Clerk**
- 2. Attorney**
- 3. Engineer**
- 4. Town Board**
- 5. Supervisor:**
  - Resolution – Recreation Committee annual contract with the An-Jo Baseball League. \$15.00 per Town participant.
  - Discussion – Review of updated soil disposal policy.
  - Resolution – Authorizing Burke Group to complete the Town's required GASB 45 actuarial on post retirement benefits. \$3000 estimate.
  - Resolution – declaring 1992 International Dump Truck as surplus and to be sold at auction.
- 6. Executive Session: if requested (consultation with attorney)**
- 7. Adjournment**

## **AGREEMENT**

**THIS AGREEMENT** made this 7th day of March, 2012, by and between **AN-JO BASEBALL**, P.O. Box 599 Avenue, Lockport, New York, hereinafter referred to as "An-Jo Baseball" and the **TOWN OF LOCKPORT**, on behalf of the **TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Town".

**WHEREAS**, An-Jo Baseball 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 An-Jo Baseball activities during the 2012 An-Jo Baseball season.

2. An-Jo Baseball 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 baseball program.

3. An-Jo Baseball shall submit to the Town of Lockport Recreation Commission a list of each Town resident who has signed

up to participate in An-Jo Baseball, together with his or her residence.

4. The Town shall pay to An-Jo Baseball the amount of \$15.00 for each youth who participates in An-Jo Baseball.

5. It is agreed that the Town of Lockport and the Town Recreation Commission provide no supervision or involvement in the An-Jo Baseball's program.

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

7. An-Jo Baseball 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 An-Jo Baseball program conducted, pursuant to the terms of this Agreement, as a result from any negligence, acts or omissions of An-Jo Baseball, its employees, servants, or agents. An-Jo Baseball 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, An-Jo Baseball 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 An-Jo Baseball for its negligence resulting in injury to any person on the premises of An-Jo Baseball, pursuant to this Agreement.

8. An-Jo Baseball 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 An-Jo Baseball activities under this Agreement, as evidenced by a Certificate of Insurance filed with the Town.

**AN-JO BASEBALL**

By:   
\_\_\_\_\_  
Todd Fragale

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

By: \_\_\_\_\_  
Marc R. Smith, Supervisor

**TOWN OF LOCKPORT**

**RESOLUTION**

**BE IT RESOLVED**, that this constitutes the policy of the Town of Lockport in the disposal of unneeded ditching dirt:

This Board finds that when conducting ditch cleaning and excavating, excavated materials are accumulated which are of no use to the Town, and which need to be disposed of. These materials are determined to be surplus materials with no market value, and which should be disposed of in the most cost effective manner.

The Highway Superintendent is authorized to dispose of these materials in the manner most convenient as determined by the Superintendent, including, but not limited to:

1. Disposing of dirt and excavated material at any nearby property which is easily accessible for which the owner has requested fill. Generally, unless access is not convenient, this will go to the nearest property where the owner wants fill.
2. Trucking the material to a convenient disposal site.
3. Stockpiling unwanted material at the Town Highway Garage and allowing Town residents or contractors to load and haul the material at such times and in such manner as the Highway Superintendent shall determine.

4. The Highway Superintendent is authorized to use his discretion in disposing of such material.



## BURKE GROUP

March 12, 2012

Ms. Kate Carter  
Town of Lockport  
6560 Dysinger Road  
Lockport, NY 14094

**Re: GASB 45 Service Agreement - Revised**

Dear Kate:

This letter outlines the services Burke Group will provide to the Town of Lockport (the Town) for actuarial services to be rendered for the Town regarding GASB 45 valuation services for their postretirement healthcare plans. When properly executed by both parties, this letter, together with referenced Appendix A, becomes the Service Agreement for these services.

### Services, Deliverables and Fees

Appendix A, *Schedule of Services and Fees*, dated March 12, 2012 conveys our services, deliverables and related fees for this Agreement. If the scope of these services changes, we will issue a letter of amendment to this Service Agreement with an accompanying updated Appendix A for mutual signature.

### The Burke Group Pension Services Team

Members of the Burke Group actuarial services team are listed at the bottom of Appendix A, *Schedule of Services and Fees*.

### Key Dependencies and Assumptions

We assume that all data and information provided by you will be accurate and timely.

### Fees

Fees for the pension services specified in this Agreement are presented in Appendix A, *Schedule of Services and Fees*. Additional fees, computed at the actuary's hourly rate, may be charged for additional services performed. Appendix A includes our hourly rates for additional services or special projects. Any change in our fees will be communicated to you in writing.

### Term

This Agreement is applicable only for the project(s) stated. Either of us may terminate this Agreement by giving the other written notice. If terminated, the Town will pay for services rendered to the date of termination.

### Billing

All fees will be billed monthly as work progresses, with statement of percent of work completed upon a Town voucher.

### Payment

Our terms of payment are Net-10 days from date of first monthly Town Board meeting after invoice. We appreciate being paid promptly, and expect you to communicate with us before the invoice due date if you are not satisfied with our services, do not agree with our bill, or have other reasons why payment cannot be made within terms. In cases of unreasonable payment delays, we reserve the right to withhold services until accounts are brought current. In such instances, we will not be held accountable for delays in services.

### Indemnification

You agree to indemnify and hold us and our parent, affiliates, officers, employees and agents (collectively the "indemnified parties") harmless for any loss, damage, liability or cost to you or any third party arising out of the performance of this Agreement, but only to the extent that such losses are caused by or result from 1) inaccurate information supplied by you, or 2) your negligent acts or omissions.

### Confidentiality

Burke Group acknowledges the confidential nature of the information supplied by you, and will not disclose this information to any third party without your prior written consent, unless directed to do so by order of a court of law or authorized governmental department or agency.

### Notice

Any notice given pursuant to this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or sent by certified mail addressed to the party for whom it is intended at the address set forth on page 1 or at such other address the parties may specify.

Entire Agreement

This Agreement and incorporated Appendix A constitute the entire agreement between Burke Group and the Town of Lockport, and supersedes and cancels any and all prior representations, negotiations, undertakings and contracts, whether written or verbal, between them or their agents, with respect to any of the matters to which this Agreement applies. The non-enforceability of any single provision of this Agreement shall not affect the validity and enforceability of any remaining provisions. This Agreement may not be altered, amended, waived, canceled or changed in any manner, unless done so in a written document signed by both parties or a termination notification.

Governing Law

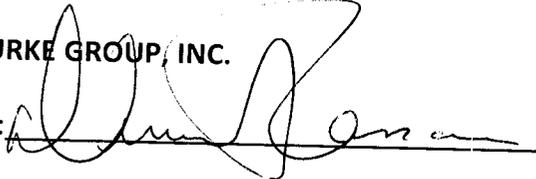
This Agreement shall be deemed to have been executed in the State of New York, and shall be construed and interpreted in accordance with the laws thereof. Any claims arising under this Agreement shall be brought in the courts of the State of New York, upon which jurisdiction is hereby expressly conferred.

Kate, we believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. Otherwise, please acknowledge your agreement to the understanding by signing and dating below and returning one copy to us.

Sincerely,



Vince Cassano, F.S.A., M.A.A.A.  
Consulting Actuary

**BURKE GROUP, INC.**  
By: 

Print Name: Vince Cassano

Title: Principal and Consulting Actuary

Date: March 12, 2012

**The Town of Lockport**

By: 

Print Name: MARK R. SMITH

Title: SUPERVISOR

Date: 3/13/2012

**APPENDIX A**

**The Town of Lockport  
SCHEDULE OF SERVICES AND FEES  
GASB 45 SERVICE AGREEMENT DATED March 12, 2012**

<b>Service</b>	<b>Fee</b>
GASB 45 full valuation and report for the Town of Lockport postretirement healthcare plans for the fiscal year ending December 31, 2011	\$3,000
<p><b>Actuarial Services Team Hourly Rates</b></p> <p>Any additional services that are beyond the scope of the GASB 45 project would be billed at the following hourly rates:</p> <p>Vince Cassano &amp; Irene Burke Actuarial Analyst Support Staff</p>	<p>\$275 per hour \$150 per hour \$50 per hour</p>

**Marc R. Smith**

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**From:** highway\_dept@elockport.com  
**Sent:** Monday, March 19, 2012 9:53 AM  
**To:** marc@elockport.com  
**Subject:** 1992 International Dump Truck

Good Morning,

Enclosed is my recommendation concerning a 1992 International Dump Truck, vehicle #0066. This truck was at the water department for a number of years but has been in use at the highway department for the past year. At this point the truck is not road worthy. It is twenty years old and the needed repairs would be double the value of the truck. This vehicle is excess and unneeded equipment. It is my recommendation that the board approves the disposal of this truck in the normal process and proceeds be turned into the town.

Respectfully submitted,

David J. Miller  
Highway Superintendent  
Town of Lockport