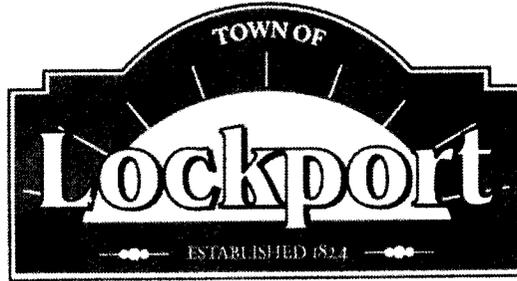


**SUPERVISOR**  
MARC R. SMITH  
**TOWN CLERK**  
NANCY A. BROOKS  
**SUPERINTENDENT OF HIGHWAYS**  
DAVID J. MILLER.



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

**Tentative  
Town of Lockport Work Session  
04/18/2012 1:00pm**

1. Clerk
2. Attorney
3. Engineer
4. Town Board
5. Supervisor:
  - YWCA – Annual contract for summer swim lessons. \$20 per Town resident participant.
  - Barge Canal Optimist – Annual contract for the Bike Safety Rodeo, \$300.
6. Executive Session: if requested (consultation with attorney)
7. Adjournment

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **BARGE CANAL OPTIMIST CLUB**, having its principal place of business in Lockport, New York, and a mailing address of P.O. Box 665, Lockport, New York (hereinafter referred to as "the Barge Canal Optimist Club") and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMMISSION**, (hereinafter referred to as the "Town"),

### **WITNESSETH:**

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

**WHEREAS**, the Barge Canal Optimist Club is hosting a Bike Safety Rodeo at Day Road Park on Day Road, in Lockport, which is scheduled on June 11, 2012, between the hours of 6:00 p.m. and 8:00 p.m., with a rain date of June 18, 2012.

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

1. The Barge Canal Optimist Club shall be paid the amount of Three Hundred (\$300.00) Dollars by the Town of Lockport for providing activities at Day Road Park for a "Bike Safety Rodeo" including, but not limited to, a bike safety course, bike riding challenges, one free hot dog and drink per youth, and a ticket for a chance to win a bicycle.

2. The Barge Canal Optimist Club agrees that this event shall be open to all Town of Lockport youths between the ages of 2 and 12.

3. The Barge Canal Optimist Club agrees to advertise this event through flyers, newspaper articles and radio announcements.

4. Cancellation and/or rescheduling of the Bike Safety Rodeo due to weather, emergency, etc., shall be at the sole discretion of the Barge Canal Optimist Club.

5. The Barge Canal Optimist Club agrees to provide staff and supervisory personnel during the periods covered by this Agreement.

6. The Barge Canal Optimist Club 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 or property sustained by anyone arising out of the event which is the subject of this Agreement arising from any acts or omissions of the Barge Canal Optimist Club, its employees, servants, or agents. The Barge Canal Optimist Club, at its own cost and expense, defend any and all suits or actions which may be brought against the Town of Lockport arising out of the event which is the subject of this Agreement. Further, the Barge Canal Optimist Club 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 Barge Canal Optimist Club for its negligence resulting in injury to any person arising out of the terms of this Agreement.

7. The Barge Canal Optimist Club 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.

**BARGE CANAL OPTIMIST CLUB**

By:  \_\_\_\_\_  
Laurie Ferris, President

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

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

## **AGREEMENT**

**THIS AGREEMENT** made this 5<sup>th</sup> day of April, 2012, by and between **YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF LOCKPORT, N.Y.**, of 32 Cottage Street, Lockport, New York, hereinafter referred to as "YWCA", and the **TOWN OF LOCKPORT, ON BEHALF OF THE TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Commission".

**WHEREAS**, YWCA has made a proposal to the Commission to provide accommodations for swimming lessons using the Lockport High School pool for the 2012 summer swim season, upon certain terms and conditions; and

**WHEREAS**, the proposal has been reviewed by the Commission which has recommended acceptance.

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

1. ~~Y~~<sup>W</sup>CA agrees to provide swimming lessons to Town of Lockport residents, from July 9, 2012, through August 3, 2012, during its Summer Swim Lesson Schedule at the Lockport High School Pool.

2. Children must be a minimum of three (3) years of age and a maximum of eighteen (18) years of age.

3. For the 2012 Summer Season, the Town shall pay YWCA the amount of \$20.00 per student for each registered student, as established by the "Y" Town registration list. The YWCA must submit a voucher to the Town of Lockport, together with a list of Town residents (names and addresses) presenting coupons. There will be only a maximum of one (1) \$20.00 payment for any one (1) resident. Coupons collected at sign-up must also be submitted to the Town Clerk. Sign up shall be handled by the YWCA.

4. Class times for specific ability levels will be established at the discretion of YWCA, upon pre-testing procedures following registration.

5. Cancellation and/or rescheduling of lessons due to weather, emergency, etc., shall be at the sole discretion of YWCA.

6. YWCA agrees to provide staff and supervisory personnel during the periods covered by this Agreement, using Red Cross certified instructors and lifeguards.

7. It is understood and agreed that YWCA is an independent contractor and YWCA assumes full responsibility for the safety of all persons using the premises pursuant to this Agreement.

8. The Town of Lockport shall not be responsible for any aspect of the program, including transportation, supervision or safety of children. The sole function performed by the Town is payment.

9. YWCA 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 or property sustained by anyone in or about the property of Lockport High School pursuant to the terms of this Agreement arising from any acts or omissions of YWCA, its employees, servants, or agents. YWCA 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 YWCA to do any such act. Further, YWCA 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 YWCA for its negligence resulting in injury to any person on the Lockport High School premises pursuant to this Agreement.

10. YWCA 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 a named insured on the policy which must not expire prior to the last date authorized for swimming lessons under this Agreement. Before this Agreement will take effect, the policy of insurance provided for herein must be filed with the Town Clerk of the Town of Lockport and must be approved by the Town Attorney.

**TERESA L. KOPENSKI**  
Notary Public, State of New York  
Qualified in Erie County  
Registration No. 01K05031600  
My Commission Expires August 8, 2014

*Teresa L. Kopenski*

**YOUNG WOMEN'S CHRISTIAN  
ASSOCIATION OF LOCKPORT, N.Y.**

By: \_\_\_\_\_

**TOWN OF LOCKPORT, ON BEHALF OF  
THE TOWN OF LOCKPORT RECREATION  
COMMISSION**

By: \_\_\_\_\_

Marc R. Smith, Supervisor



6560 Dysinger Road \* Lockport, NY 14094-7970  
Phone: (716) 439-9522 \* Fax: (716) 439-9523

To Lockport Town Board,

I am asking the board permission to take the following items to auction with all proceeds being sent to the town by check. All items are excess inventory. None of these items have been used in over ten years and we cannot see a use for them in the future. These items are taking up valuable storage space and will be taken off the equipment inventory list.

### **Equipment for Auction**

Tire Changer Coats 10-10  
Transmission Jack  
Spool of Wire Rope 50'  
ALC Sandy Jet Pressure Blaster, Model F-300 (old sand blaster)  
Air Compressor with Kohler Command 20HP Gas Engine (off old sign truck, has been replaced with new one)  
Two Wheeled Cart for Booster Battery  
New Front Bumper from an International Paystar 5000 (not needed with plow set-ups)  
Tenco 11' One-way Plow (old)  
Harder Salt Spreader for 14' Dump Body (old)  
Harder Salt Spreader for 10' Dump Body (old)  
1991 Paystar 5000 with N-14 Cummins Engine/Allison Auto-Transmission with 136,562 miles (already approved)  
Three Sets of Traffic Lights (out of date)

Thank you,

David J. Miller  
Highway Superintendent



April 06, 2012

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

**Re: Consent to Assignment of Contracts  
Wendel Duchscherer Architects & Engineers, P.C.**

*Marc*

Dear Mr. Smith:

To better serve our customers and unite all Wendel entities under a common ownership structure, the Wendel companies - Wendel Duchscherer Architects & Engineers, P.C., Wendel Energy Services, LLC and Wendel Construction, Inc. - are undertaking a corporate restructuring.

A part of the restructuring process will require that contracts being held by Wendel Duchscherer Architects & Engineers, P.C. be assigned to a newly formed New York professional corporation named Audubon Architecture, Engineering, Land Surveying & Landscape Architecture, P.C. (You may recognize the name "Audubon" from our current street address). The partners in both organizations are the same licensed professionals.

As Wendel Duchscherer Architects & Engineers, P.C. progresses through the process of assigning contracts to Audubon Architecture, Engineering, Land Surveying & Landscape Architecture, P.C., the new corporate structure for the Wendel companies as a whole will be put in place. Upon conclusion of the corporate restructuring (estimated to take approximately two to three months) Wendel Duchscherer Architects & Engineers, P.C. will no longer exist as a legal entity, and it has been arranged with the New York State Education Department Office of Professions that Audubon Architecture, Engineering, Land Surveying & Landscape Architecture, P.C. will revert to the market recognized "Wendel Duchscherer" designation, specifically "Wendel Duchscherer Architects, Engineers, Land Surveying & Landscape Architects, P.C."

We wish to assure you that this corporate restructuring will not affect Wendel's company policies or manner of conducting business. We remain committed to answering our clients' needs and will continue to provide the same high quality of professional services on which we have built our reputation.

Please find attached an **Assignment of Contracts** document that will assign the contracts between your organization and Wendel Duchscherer Architects & Engineers, P.C. to Audubon Architecture, Engineering, Land Surveying & Landscape Architecture, P.C. **Your organization's consent to this assignment is granted by dating and signing the assignment document at the bottom of page one (1) and returning a signed original to Wendel Duchscherer Architects & Engineers P.C., Attention: Angela Lipinski, 140 John James Audubon Parkway, Suite 201, Amherst, New York 14228. We have enclosed a self-addressed, stamped envelope for your convenience. Please retain one copy of this letter for your files. The assignment is contingent upon your organization's grant of its consent.**

If there are any questions in regard hereto please feel free to contact your Wendel Duchscherer Architects & Engineers P.C. representative, or contact Phillip M. Fries, JD, Contracts Coordinator at 716-688-0766 x 1221.

Sincerely,

A handwritten signature in black ink that reads "Randy D. Roeseler".

Randy D. Roeseler, PE  
Vice President Municipal Services

c: Daniel E. Seaman, Esq.

## ASSIGNMENT OF CONTRACT

This ASSIGNMENT AGREEMENT made this \_\_\_\_ day \_\_\_\_\_, 2012, by and between WENDEL DUCHSCHERER ARCHITECTS & ENGINEERS, P.C., hereinafter "Assignor", having its principal office at 140 John James Audubon Parkway, Suite 201, Amherst, New York 14228, and AUDUBON ARCHITECTURE, ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE P.C., hereinafter "Assignee", having its principal office at 140 John James Audubon Parkway, Suite 201, Amherst, New York 14228, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into one or more contract(s) with Town of Lockport, hereinafter "Client", as more specifically set forth in Exhibit A, attached hereto and made a part hereof, and all other contracts between the parties as may be active or having surviving liabilities or obligations as of the effective date hereof, hereinafter "Contracts".

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contracts to Assignee; and

WHEREAS, the assignment of the Contracts requires the prior written consent of the Client,

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contracts to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor's obligations responsibilities and duties under the Contracts and all of Assignor's right, title and interest in and to the Contracts.
3. All other terms and conditions in the Contracts remain unchanged.
4. This assignment is contingent upon and effective as of the date of Client Consent set forth below.

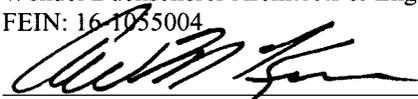
IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written by their duly authorized representatives.

Dated: 04/06/12

  
\_\_\_\_\_  
Anthony W. McKenna, PE President

Assignor:  
Wendel Duchscherer Architects & Engineers, P.C.  
FEIN: 16-1055004

Dated: 04/06/12

  
\_\_\_\_\_  
Anthony W. McKenna, PE President

Assignee:  
Audubon Architecture, Engineering, Land Surveying & Landscape  
Architecture, P.C.  
FEIN: 45-3680766

CLIENT CONSENT:

Dated: 4/16/12

By:   
\_\_\_\_\_  
Print Name: MARC R. SMITH  
Print Title: SUPERVISOR

Client: Town of Lockport

**ASSIGNMENT OF CONTRACT**  
**EXHIBIT A – CONTRACTS**

<b>Contract Date</b>	<b>Identified As</b>	<b>Wendel Internal ID. No.</b>
2012 and Prior	Professional Consulting Term Agreements and Amendments	0949, 1229, 1568, 1602, 9480