

AGENDA
Lockport Town Board Meeting
October 3, 2012

1. PLEDGE OF ALLEGIANCE
2. PUBLIC COMMENTS
3. BUSINESS MEETING:
4. Approval of Minutes of Town Board Meetings on 09/04/2012, 09/05/2012, and 09/19/2011.
5. Approval of payment of bills.
6. Clerk/Communications.
7. Building Inspector's Report.
8. Supervisor's Monthly Financial Report.
9. Resolution to approve a contract with Skateland to offer roller skating discount passes valid throughout 2012 and expiring Sept. 2013.
10. Resolution to approve a contract with Ross Rental to provide a Bounce House for Fall Festival 2012.
11. Resolution to override the tax levy of the Water District No. 3 for the fiscal year 2013.
12. Resolution to adopt the 2013 Tentative Town Budget as the 2013 Preliminary Town Budget.
13. Resolution to call for Public Hearing on the 2013 Preliminary Town Budget for 7:30 p.m. on Wednesday, Nov. 6, 2012.
14. Resolution to call Public Hearing on the 2013 Special Districts Tax Roll for 7:30 p.m. on Wednesday, Nov. 6, 2012.
15. Resolution to call Public Hearing on the 2013 Sewer Tax Roll for 7:30 p.m. on Wednesday, Nov. 6, 2012.
16. Resolution to call Public Hearing on 2013 Water Tax Roll for 7:30 p.m. on Wednesday, Nov. 6, 2012.
17. Resolution call for Public Hearing on the 2013 Fire Contracts for 7:30 p.m. on Wednesday, Nov. 6, 2012.

(over)

18. Resolution authorizing the Town Supervisor to notify Niagara County Real Property office of unpaid Water, Sewer and Refuse prior to Nov. 1, 2012, and to have Real Property office place those amounts on 2013 Niagara County Tax Roll.
19. Resolution to authorize the Town Highway Superintendent to seek bids and purchase one $\frac{3}{4}$ ton pickup truck.
20. Town Board Comments.
21. Supervisor's Comments.
22. Adjournment.

AGREEMENT

THIS AGREEMENT made this 21st day of September, 2012, by and between **B & L FUN TIMES, LLC. d/b/a SKATELAND FAMILY FUN CENTER**, 1109 Lincoln Avenue, Lockport, New York, hereinafter referred to as "Skateland" 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, Skateland provides such opportunities, and

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

1. That Skateland shall accept coupons as provided through the Town Newsletter, as distributed by the Town Clerk's Office, or as printed from the Town of Lockport Website (www.elockport.com) for a discount in the amount of \$2.00 off the the regular price of admission. The coupon will expire on October 1, 2013.

2. Upon returning the coupons collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse Skateland in the amount of \$2.00 per coupon collected.

3. Skateland shall provide the Town with a Certificate of Liability Insurance in the amount of at least \$1,000,000. The Town shall be an additional insured.

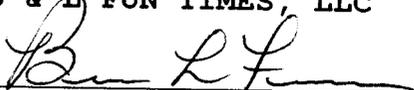
4. Coupons shall be valid for Town of Lockport residents and Skateland shall submit a list of residents using coupons.

5. Skateland 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 Skateland or participating in Skateland activities, arising from any acts or omissions of Skateland, its employees, servants, or agents. Skateland 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 Skateland to do any such act.

Further, Skateland shall satisfy, pay and discharge any and all judgments that may be recovered against the Town of Lockport as a result of any act or omission of Skateland for its negligence resulting in injury to any person on the premises or participating in activities of Skateland, pursuant to this agreement.

In witness whereof the parties execute this agreement on the date set forth above.

B & L FUN TIMES, LLC

By: 
Brian Ferraro, Owner

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

By: _____
Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this 29th day of Sept., 2012, by and between **J C ROSS, INC., D/B/A, ROSS RENTAL STATION**, 6722 Lincoln Avenue, Lockport, New York 14094, hereinafter referred to as ("Ross Rental") and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMISSION**, hereinafter referred to as ("Town").

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

1. That Ross Rental shall provide a bounce house for the Town's Fall Festival at the Lockport Town Hall on October 21, 2012.
2. The Town shall pay Ross Rental \$225.00 for the day of October 21, 2012, from 1:00 p.m. to 3:00 p.m. This fee includes the set up and take down of the bounce house. The Town specifically requests the bounce house without a slide attached.
3. Ross Rental shall provide the Town with a Certificate of Liability Insurance in the amount of at least \$1,000,000. The Town shall be an additional insured.
4. Ross Rental shall indemnify and hold harmless the Town from any liability arising from the provision of services as set forth in this agreement.

In witness whereof the parties execute this agreement on the date set forth above.

ROSS RENTAL STATION

By: John C Ross
John Ross, President

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

By: _____
Marc R. Smith, Supervisor