

**AGENDA**  
**Town of Lockport Board Meeting**  
**April 10, 2013**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

**BUSINESS MEETING:**

1. Approval of Minutes of Town of Lockport Board Meetings on 03/06/2013 and 03/20/2013.
2. Approval of Payment of Bills.
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report.
6. Resolution to approve the appointment of John Benoit to the Town of Lockport Board of Ethics, to fill the vacancy left by the passing of Wesley Arnold. The term to expire 12/31/2013.
7. Resolution to authorize the Supervisor to enter a contract with the Barge Canal Optimists to conduct a Bike Rodeo at the Day Road Park on June 10, 2013 with a rain date of June 17, 2013.
8. Resolution to authorize a contract with the Palace Theatre to provide discount coupons for events and concessions for a period of one year, expiring April 2014.
9. Resolution to authorize the Town Highway Superintendent to dispose of a used 1998 Ford and a 2002 Chev. Silverado Pickup as two surplus vehicles.
10. Town Board Comments.
11. Supervisor's Comments.
12. Adjournment

## AGREEMENT

**THIS AGREEMENT** made this 10<sup>th</sup> day of April, 2013, 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 10, 2013, between the hours of 6:00 p.m. and 8:00 p.m., with a rain date of June 17, 2013.

**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 sno-cone 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 8 day of April, 2013, by and between **HISTORIC PALACE, INC.**, P.O. Box 19, Lockport, New York, hereinafter referred to as the "Palace" and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as the "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 Palace provides such opportunities, and

**WHEREAS**, the Town has decided that it would be advantageous to encourage the use of the Palace.

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

1. That the Palace shall accept coupons as provided through the Town newsletter or as distributed by the Town Clerk's Office for discounts in the amount of \$2.00 for events and \$.75 for concession items.

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

3. It is agreed that the Town has no input or control over the Palace premises and the Palace shall indemnify and hold harmless

the Town of Lockport for and against any and all liability arising out of injury to any person on the premises of the Palace, 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.

**HISTORIC PALACE, INC.**

By: Ellen M Schratz  
Ellen M. Schratz, Board President

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

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