

AGENDA
Town of Lockport Board Meeting
May 8, 2013

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

BUSINESS MEETING:

1. Approval of Minutes of Town Board Meetings on 04/09/2013, 04/10/2013, 4/24/2013.
2. Approval of Payment of Bills.
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report.
6. Resolution to Establish a Uniform Policy for the Installation of Piping in Roadside Ditches (Culvert Policy) to take effect July 1, 2013.
7. Resolution to Amend the Town of Lockport Fee Schedule.
8. Resolution to Approve the Hiring of two (2) seasonal employees for the Town Sewer Dept. and one seasonal employee for the Town Highway Dept. at a rate of \$10/hour.
9. Resolution to approve a contract with the YWCA, in the amount of \$750, to provide a craft program for Town children at the Day Road Park during the summer of 2013.
10. Resolution to approve contract in the amount of \$2,400.00 with the Greater Niagara Musicians Association to perform two concerts throughout 2013.
11. Resolution to approve a contract with An-Jo Baseball to provide baseball and/or softball activities for Town children during the summer of 2013, at a cost of \$15 per child in addition to a one-time payment of \$2,778.00.

(over)

12. Resolution to approve a contract with Lockport Little League to provide baseball/softball activities for Town children at a cost of \$15 per child during the summer of 2013.
13. Resolution to approve a contract with the Niagara County Historical Society to provide cultural and entertainment opportunities to Town residents at discounted rates.
14. Adjournment.

TOWN OF LOCKPORT

RESOLUTION

WHEREAS, installation of roadside ditch culverts for aesthetic purposes at request of property owners is expensive and may cause drainage problems, and

WHEREAS, a uniform policy is necessary to address such requests,

NOW, THEREFORE, BE IT RESOLVED,

That the following is the Policy of the Town of Lockport for installing piping in open roadside ditches:

- 1) All applications for piping of roadside ditches shall be made to the Town Highway Superintendent.
- 2) The fee for processing the application should be paid when submitted.
- 3) The Highway Superintendent will investigate the request and determine whether the desired piping may be installed without causing drainage problems, maintenance problems or area drainage issues and shall be compatible with the Town and State drainage requirements. When necessary the Highway Superintendent may seek the advice of the Town Consulting Engineer. If the Superintendent determines that piping may be installed the following procedure shall be followed:

1. The length, type, circumference of necessary piping and fittings shall be determined by the Town Highway Superintendent.

2. The property owner shall be notified of the cost, and shall pay the cost of materials as determined on a case by case basis and Town Installation Fee prior to scheduling. The Town Installation Fee shall be established by resolution of the Town Board.

3. Upon receipt of the fee and costs the Highway Superintendent will install the pipe when Town forces are available. Installation of pipe will be a low priority project to be performed as time permits.

4. The property owner/applicant shall be responsible for top soil, grading and seeding without Town assistance.

5. The fee for application, the reimbursement for town labor, equipment and material cost (exclusive of pipe cost), the installation fee, shall be established by the Town Board, from time to time, by resolution of the Town Board.

TOWN OF LOCKPORT

RESOLUTION

WHEREAS, pursuant to the Town Code Section §90-7, the Town of Lockport established fees in lieu of parkland, and

WHEREAS, the amount of these fees established by Town Code §90-7 may be increased or decreased pursuant to Town Code §90-7, and

WHEREAS, pursuant to Town Code Section §90-5, the Town Board may establish and change fees by Resolution,

NOW THEREFORE BE IT RESOLVED:

The Fee Schedule established by Town Code 90-7(B) is hereby replaced in its entirety by the following fee schedule, which shall take effect immediately:

Fee Schedule. The following fee shall be charged by the Town of Lockport Law §277(4) and §277-a(6) where imposed in accordance with such sections:

B. (1) For each building lot within a residential subdivision consisting of four lots or less: \$250.00.

(2) For each building lot within a residential subdivision consisting of five or more lots: \$400.00.

(3) For each dwelling unit within a residential site plan: \$400.00.

(4) For each mobile home lot within a mobile home park:
\$400.00. This fee is in addition to private recreation areas established in a mobile home park as required by the Town's law and regulations. If, for any reason, such private recreation area is not developed, the fee shall be \$400.00 for each lot. This section does not authorize waiver of required private recreation areas.

BE IT FURTHER RESOLVED, that the fees established herein shall become part of the Fee Schedule established in §90-3.

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, by and between **YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF NIAGARA**, 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, the Town of Lockport Recreation Commission desires to provide a Summer Craft Program for Town of Lockport children ages 5 through 8 and 9 through 13 at the Day Road Park, and

WHEREAS, the YWCA has agreed to provide such arts and crafts instruction, and

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

1. The YWCA agrees to provide an arts and crafts program to Town of Lockport children ages 5 through 8 from 9:00 a.m. to 11:30 a.m. August 6th, August 13th and August 20th, 2013; and to children ages 9 through 13 from 9:00 a.m. to 11:30 a.m. August 8th, August 15th and August 22nd, 2013, at the Day Road Park.

2. The Town shall reimburse the YWCA for actual expenses of the YWCA for the 2013 arts and crafts program which shall be itemized by the YWCA at a total cost not to exceed \$750.00.

3. Cancellation and/or rescheduling of arts and crafts instruction at the Day Road Park facility due to weather, emergency, etc., shall be at the sole discretion of YWCA.

4. YWCA agrees to provide staff and supervisory personnel during the periods covered by this Agreement.

5. It is understood and agreed that YWCA is an independent contractor and YWCA assumes full responsibility for the safety of all persons taking part in the YWCA arts and crafts program at the Day Road Park pursuant to this Agreement.

6. 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.

7. 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 taking part

in the YWCA arts and crafts program at the Day Road Park 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 taking part in the arts and crafts program at the Day Road Park 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 arts and crafts 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.

YOUNG WOMEN'S CHRISTIAN ASSOCIATION

By: 

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

By: _____
Marc R. Smith, Supervisor

TOWN OF LOCKPORT

AGREEMENT

This Agreement made this 6th day of May, 2013 by and between the Town of Lockport, County of Niagara, a Municipal Corporation, organized and existing under the laws of the State of New York, with its principal office located at 6560 Dysinger Road, Lockport, New York (hereinafter referred to as "the Town"), and Greater Niagara Musicians Association 97-106 AF of M, having its principal place of business at 381 Belmont Ct. E, North Tonawanda, New York (hereinafter referred to as "the Musicians").

WITNESSETH:

WHEREAS, the Greater Niagara Musicians Association 97-106 AF of M, has an approximately 29 piece concert band and regularly performs in the area, and

WHEREAS, the Town desires to contract with the Musicians for a series of concerts to be performed,

NOW, THEREFORE, IT IS AGREED:

1. That the Musicians shall perform not less than two concerts per year at location designated by the Town and at times designated by the Town, subject to dated availability of the Musicians.

2. In consideration thereof the Town shall pay the

Musicians the amount of Two Thousand Four Hundred (\$2,400.00) Dollars.

3. This contract shall renew from year to year unless terminated by either party.

4. This Contract shall be terminated at anytime by notification by either party to the other of its intent to terminate.

5. In the event of termination any annual payment shall be prorated by the number of concerts already performed that year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed that day and year first above written.

TOWN OF LOCKPORT

By: _____
Marc R. Smith, Supervisor

GREATER NIAGARA MUSICIANS
ASSOCIATION

By:  _____
Ralph Fava

AGREEMENT

THIS AGREEMENT made this 29th day of April, 2013, 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 2013 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 2013 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. In addition, for the 2013 Contract only, due to extraordinary expenses which directly benefit Town participants, the Town shall pay to An-Jo Baseball the amount of \$2,778.00. This is a one-time additional payment.

6. 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.

7. 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.

8. 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.

9. 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

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, 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 2013 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 2013 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.

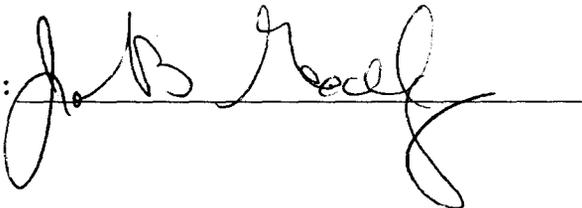
6. It is understood and agreed that the Little League is an independent contractor and that the Little League assumes full responsibility for the safety of all persons participating in the Little League's programs, pursuant to this Agreement.

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

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, 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 One Day Summer Youth Programs, provides such opportunities, and

WHEREAS, the Town has decided that it would be advantageous to encourage the participation in the One Day Summer Youth Programs provided through the Historical Society.

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

1. That the Historical Society shall accept coupons at the Society Building, located at 215 Niagara Street, Lockport, New York, as provided through the Town newsletter or as distributed by the Town Clerk's Office or as printed from the Town of Lockport website for discounts in the amount of \$5.00 off of the price of the One Day Summer

Youth Programs, which take place every Wednesday beginning July 10 and run through August 14, between 10:00 a.m. and 3:00 p.m.

2. Upon returning the passes collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse the Historical Society the amount of \$5.00 per pass collected with the name and address of each Town participant and date of the Youth Program.

3. Children must be a minimum of seven years of age and a maximum of 12 years of age.

4. It is agreed that the Town has no input or control over the Historical Society premises and the 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 Historical Society, arising from any acts or omissions of the Historical Society, its employees, servants, or agents. The Historical Society 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 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 Historical Society, 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