

AGENDA
Town of Lockport Meeting
March 5, 2014

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

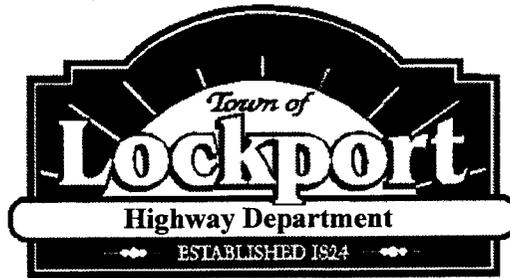
BUSINESS MEETING:

1. Approval of Minutes of Town of Lockport Board Meetings on 02/03/2014, 02/05/2014, and 02/26/2014.
2. Approval of Payment of Bills.
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report.
6. Resolution authorizing the Supervisor to enter an agreement with the Town of Lockport I.D.A. for the Town Econ. Dev. Coordinator to serve as the Administrative Director for the I.D.A.
7. Resolution authorizing the Supervisor to enter an agreement with the Historic Palace Theatre to provide discount passes to Town of Lockport residents for 2014.
8. Resolution authorizing the Supervisor to enter an agreement with Lockport Locks & Erie Canal Cruises, Inc. to provide discount passes to Town of Lockport residents for the 2014 season.
9. Resolution authorizing the Supervisor to enter an agreement with the Young Women's Christian Association of Lockport, NY to provide swimming lessons to Town of Lockport children at a rate of \$20 per child for the period of July7, 2014 – August 1, 2014.
10. Resolution authorizing the Supervisor to enter an agreement with An-Jo Baseball to provide Town of Lockport children the opportunity to participate in An-Jo Baseball Activities during the 2014 season at a rate of \$15 per child.
11. Resolution authorizing the Supervisor to approve the 2014 Paving List submitted by David Miller, Town Highway Supervisor.

(over)

Page 2 – AGENDA Lockport Town Board Meeting on 3/5/2014.

12. Resolution authorizing the Supervisor to approve the 2014 Ditching List submitted by David Miller, Town Highway Supervisor.
13. Town Board Comments/Reports
14. Town Supervisor's Comments/Reports.
15. Adjournment



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

2014 PAVING LIST

Old Beattie Road – from Dysinger to Rapids, cold in place, recycle and pave

Wynkoop Road – pave

Dorchester Road – mill and pave

Snyder Drive – pave

Cold Springs Road – pave

Sunset Court – pave

Young Road – pave

Day Road – from Rt. 31 to Canal Road – pave

Heritage Point – pave

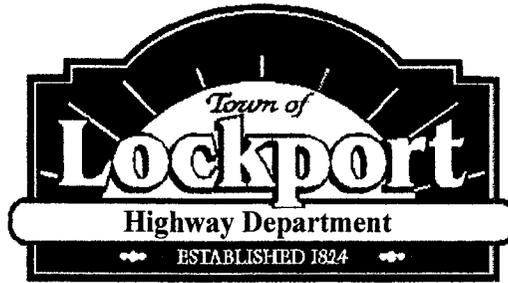
Alternative paving if funds provide:

Old Akron Road

Towns half of Ruhlmann Road

Penrith

**also spot paving throughout town in needed areas due to bad winter



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2014 Ditching List

Young Road

Wilson Road

Hartford Road

Ernest/Northview Drive (Heinrich)

Jennifer Dr. West

Lockwood/Forestview

Old Beattie Road (to wetlands)

Lockport Junction road – to Old Saunders Settlement Road

Lower Mtn. Road

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, by and between **TOWN OF LOCKPORT INDUSTRIAL DEVELOPMENT AGENCY**, a municipal corporation, having its principal office and place of business at 6560 Dysinger Road, Lockport, New York, hereinafter referred to as the "IDA" and **TOWN OF LOCKPORT**, a municipal corporation, having its principal office and place of business at 6560 Dysinger Road, Lockport, New York, hereinafter referred to as the "Town",

WHEREAS, the Town has established the IDA, whose Directors are appointed by the Town, and

WHEREAS, the Town has created the position of Economic Development Coordinator, and

WHEREAS, a purpose of the IDA is to promote Industrial and related Economic Development in the Town, and

WHEREAS, the IDA and the Town wish to enter into a contract whereby the Town Economic Development Coordinator shall serve as the Administrative Director of the IDA, and

WHEREAS, the IDA and Town wish to contract for clerical services to be provided to the IDA,

NOW, THEREFORE, IT IS AGREED:

1. The Economic Development Coordinator of the Town shall serve as Administrative Director of the Town of Lockport IDA, and has been so appointed.
2. The Town Economic Development Director shall not become an employee of the IDA, but shall be solely a full-time employee of the Town of Lockport.
3. The Economic Development Director shall be provided office space in the IDA Office in the Town Hall Annex, from which he shall perform his duties as the Town Economic Development Coordinator including the Administrative Director of the IDA.
4. The Town shall provide secretarial services as necessary by a qualified secretary employed by the Town to perform all clerical and secretarial services required by the IDA as part of his/her duties as a Town employee. The person performing said services shall be solely an employee of the Town, and not of the IDA, and shall report to the Town Economic Coordinator as his/her department head.
5. All worker's compensation insurance, pension, health insurance (all wages and benefits) of the Town

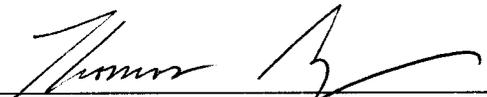
Economic Coordinator and his secretarial personnel shall be paid by the Town as employees of the Town.

6. In consideration for the Town's Economic Coordinator services as to the IDA and the provision of secretarial services by a Town employee, the IDA shall pay the Town an amount equal to 50% of the base pay of the Town Economic Coordinator and 50% of the base pay of the Town Economic Coordinator's secretary in 12 equal monthly installments. The first payment shall be due on the 20th day of January, and each subsequent payment shall be due on the 20th day of the month.
7. Additionally, the IDA shall reimburse the Town for the Town Economic Coordinator's expenses derived from duties performed in accordance with the IDA Travel Policy, including travel and attendance at meetings and conventions authorized by the IDA Board of Directors. Said amounts shall first be vouchered to the Town by the Town Economic Coordinator, paid by the Town and then reimbursed by the IDA. Whenever any such expenses benefit the IDA and the Town, the cost shall be equitably divided between the Town and the IDA.

8. The Town Board shall retain the right, a long time, to terminate the Town Economic Coordinator's services to the Town IDA, by Notice to the IDA Board Chairman.
9. This contract shall take effect as of January 1, 2014, and shall be for a period of one year, and shall thereafter renew for additional one year periods; provided, however, either party shall thereafter terminate the contract by giving 30 days written notice to the other, and further provided that, if for any reason, the present Town Economic Coordinator shall cease to be an employee of the Town of Lockport, this contract shall immediately terminate.
10. Nothing herein shall cause the clerical staff or the Administrative Director to be responsible for the duties of the C.F.O. of the Agency.
11. Notwithstanding the provisions of this agreement, the Town Economic Coordinator shall, at all times, be performing his duties as Town Economic Coordinator as a full-time employee of the Town, and the duties set forth herein shall be deemed to be duties of the Town Economic Coordinator subject to the job description for the Town Economic Coordinator.

IN WITNESS WHEREOF, the parties hereto have duly executed
this Agreement on the date and year first written above.

**TOWN OF LOCKPORT
INDUSTRIAL DEVELOPMENT AGENCY**

By: 
Thomas A. Sy, Chairman

TOWN OF LOCKPORT

By: _____
Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this 21 day of February, 2014, 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, Board President

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

By: _____
Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this 1st day of February, 2014, by and between **LOCKPORT LOCKS & ERIE CANAL CRUISES, INC.**, 210-228 Market Street, Lockport, New York, hereinafter referred to as the "Lockport Locks & Erie Canal Cruises" 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 Lockport Locks & Erie Canal Cruises provides such opportunities, and

WHEREAS, the Town has decided that it would be advantageous to encourage the use of the Lockport Locks & Erie Canal Cruises.

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

1. That the Lockport Locks & Erie Canal Cruises shall accept coupons as provided through the Town newsletter or as distributed by the Town Clerk's Office for discounts in the amount of \$3.50 off the price of admission for Adult Town of Lockport resident coupon holders and \$2.00 off of the price of admission for Child Town of Lockport resident coupon holders.

2. Upon returning the coupons collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse the Lockport Locks & Erie Canal Cruises for such discounts.

3. It is agreed that the Town has no input or control over the Lockport Locks & Erie Canal Cruises and 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 Lockport Locks & Erie Canal Cruises or participating in Lockport Locks & Erie Canal Cruises activities, arising from any acts or omissions of the Lockport Locks & Erie Canal Cruises, its employees, servants, or agents. The Lockport Locks & Erie Canal Cruises 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 Lockport Locks & Erie Canal Cruises to do any such act. Further, the Lockport Locks & Erie Canal Cruises 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 Lockport Locks & Erie Canal Cruises for its negligence resulting in injury to any person on the premises or participating in activities of the Lockport Locks & Erie Canal Cruises, 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.

LOCKPORT LOCKS & ERIE CANAL CRUISES, INC.

By: Sharon Murphy
Sharon Murphy, Owner

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

By: _____
Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this 11 day of February, 2014, 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 2014 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. YWCA agrees to provide swimming lessons to Town of Lockport residents, from July 7, 2014, through August 1, 2014, 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 2014 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.

**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

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, 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 2014 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 2014 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