

AGENDA  
Town of Lockport Board Meeting  
August 6, 2014

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

BUSINESS MEETING:

1. Approval of Minutes of Town of Lockport Board Meetings on 06/30/2014, 07/02/2014 and 07/16/2014.
2. Approval of Payment of Bills.
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report.
6. Resolution to authorize the Supervisor to sign a letter of declaration of long term agreement with South Lockport Fire Company, Inc., as required per Section 147(f) of the Internal Revenue Code of 1986, which will allow the fire company to purchase a fire truck through Community Leasing Partners, a Division of Community National Bank.
7. Resolution to authorize the closeout payment of Contract #13-5 (Carpenter's Hall HVAC System) to Parise Mechanical, Inc. in the amount of \$1,525.00.
8. Authorization to set the bid date for Contract #14-5 (Lockport Utility Building at Day Road Park) for Wednesday, September 3, 2014 at 9:30 a.m.
9. Authorization to set the bid date for Contract #14-7 (Transit North Gateway Signs) for Wednesday, September 3, 2014 at 10:00 a.m.
10. Authorization to accept the Wendel proposal for the engineering services (construction, observation & administration) for the Shimer Drive water line project, in the amount of \$41,300.00.

(Over)

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11. Authorization to accept the Wendel proposal for the engineering services (construction, observation & administration) for the Shimer Drive sidewalk project, in the amount of \$43,700.00).
12. Authorization for David Kinyon, Director of Economic Development, to attend the ICSC Conference in New York City in December 2014. (Estimated cost \$1000)
13. Authorization for the Supervisor to enter an agreement, subject to the Town Attorney's review and approval, with the TSL Company, to place the Town's tax bills online at the cost of \$4900,00 plus \$500 for annual maintenance.
14. Resolution to call for a Public Hearing on the proposed Town Master Plan Update, for 6:30 p.m. on Wednesday, September 17, 2014.
15. Resolution to authorize the Supervisor to enter an agreement with Becker Farms to provide discount coupons to Town residents for their for their "Pumpkin Fiesta" and their fall hayrides.
16. Town Board Comments/Reports.
17. Deputy Supervisor's Comments/Reports.
20. Adjournment.

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **BECKER FARMS**, 3760 Quaker Road, Gasport, New York 14067, hereinafter referred to as "Becker Farms" 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**, Becker Farms provides such opportunities, and

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

1. That Becker Farms 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](http://www.elockport.com)) for discounts in the amount of \$2.00 off the price of the "Hayride" for coupon holders from 7:00 to 9:00 p.m. on Friday, Saturday or Sunday, October 17, 2014 through October 26, 2014; and for discounts in the amount of \$2.00 off the price of the "Pumpkin Fiesta" for coupon holders from 12:00 p.m. to 5:00 p.m., September 19, 2014, through October 26, 2014, Saturdays and Sundays.

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

3. Coupons shall be valid only for Town residents, and Becker Farms shall submit a list of residents using the coupons.

4. It is agreed that the Town has no input or control over Becker Farms and Becker Farms 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 Becker Farms or participating in Becker Farms activities, arising from any acts or omissions of Becker Farms, its employees, servants, or agents. Becker Farms 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 Becker Farms to do any such act. Further, Becker Farms 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 Becker Farms for its negligence resulting in injury

to any person on the premises or participating in activities of  
Becker Farms, pursuant to this Agreement.

**BECKER FARMS**

By: \_\_\_\_\_  
Melinda Vizcarra

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

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

## RESOLUTION

**WHEREAS**, the Town of Lockport awarded a bid to Parise Mechanical, Inc. in the amount of \$30,500.00 by Contract No. 13-5, dated October 14, 2013 for HVAC improvements at the Carpenter's Building, and

**WHEREAS**, Wendel, the Town's Engineers have reviewed the project and find that all matters required under the Contract have been satisfactorily completed, and now therefore be it

**RESOLVED**, that this Board authorizes the payment of \$1,525.00 which represents the remaining balance owing under the Contract and be it further

**RESOLVED**, that the bond and insurances shall remain in effect for two years starting August 6, 2014 and be it further

**RESOLVED**, the Town Supervisor is hereby authorized to sign any close out documents as required by the Contract.

## RESOLUTION

**WHEREAS**, the South Lockport Fire Co. Inc., (hereinafter "SLF") is purchasing a 101' Rosenbauer Cobra Platform truck and is financing it through the Community Leasing Partners, a Division of Community National Bank; and

**WHEREAS**, in order for SLF to qualify as issuers of tax-exempt obligations to purchase a new truck, a statement must be obtained from the local municipality that the fire company has provided fire fighting services for the municipality for many years and the municipality approves the purchase; and

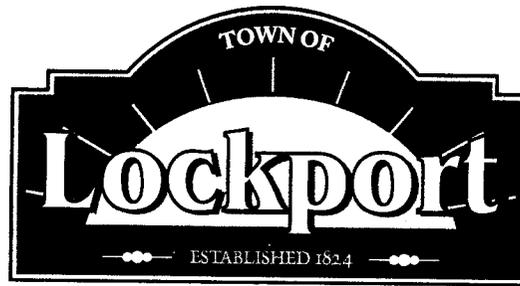
**WHEREAS**, this approval does not in any way constitute any financial involvement or obligation of the Town; now therefore be it

**RESOLVED**, that the Town Supervisor or his designee is hereby authorized to sign the Section 147(f) of the Internal Revenue Code of 1986 Approval and Written Agreement.

SUPERVISOR  
MARC R. SMITH

SUPERINTENDENT OF HIGHWAYS  
DAVID J. MILLER

TOWN CLERK  
NANCY A. BROOKS



COUNCIL MEMBERS

PATRICIA DUFOUR  
MARK C. CROCKER  
THOMAS J. KEOUGH  
PAUL W. SIEJAK

TOWN ATTORNEY  
MICHAEL J. NORRIS

## Section 147(f) Approval and Written Agreement

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The undersigned Official of the Town of Lockport (hereinafter referred to as "Municipality") pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "code"), hereby approves the entering into by South Lockport Fire Co. Inc. of an Agreement in an aggregate principal amount not to exceed \$720,287.10 to finance equipment consisting of 1 (one) 101' Rosenbauer Cobra Platform which will be located at the fire house of the South Lockport Fire Co. Inc. **This approval does not in any way constitute any financial involvement or obligation of the Municipality.**

Furthermore, this document acknowledges that for consideration, the receipt and sufficiency of which are hereby acknowledged, the South Lockport Fire Co. Inc. has provided fire fighting and other services for the Municipality for many years and South Lockport Fire Co. Inc. hereby agrees to meet the requirement to continue to provide fire fighting and other services for the Municipality.

Dated as of August 6, 2014

**South Lockport Fire Co. Inc.**

**Municipality**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Member of Municipality

\_\_\_\_\_  
Typed Name and Title

Patricia Dufour, Deputy Supervisor  
Typed Name and Title

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