

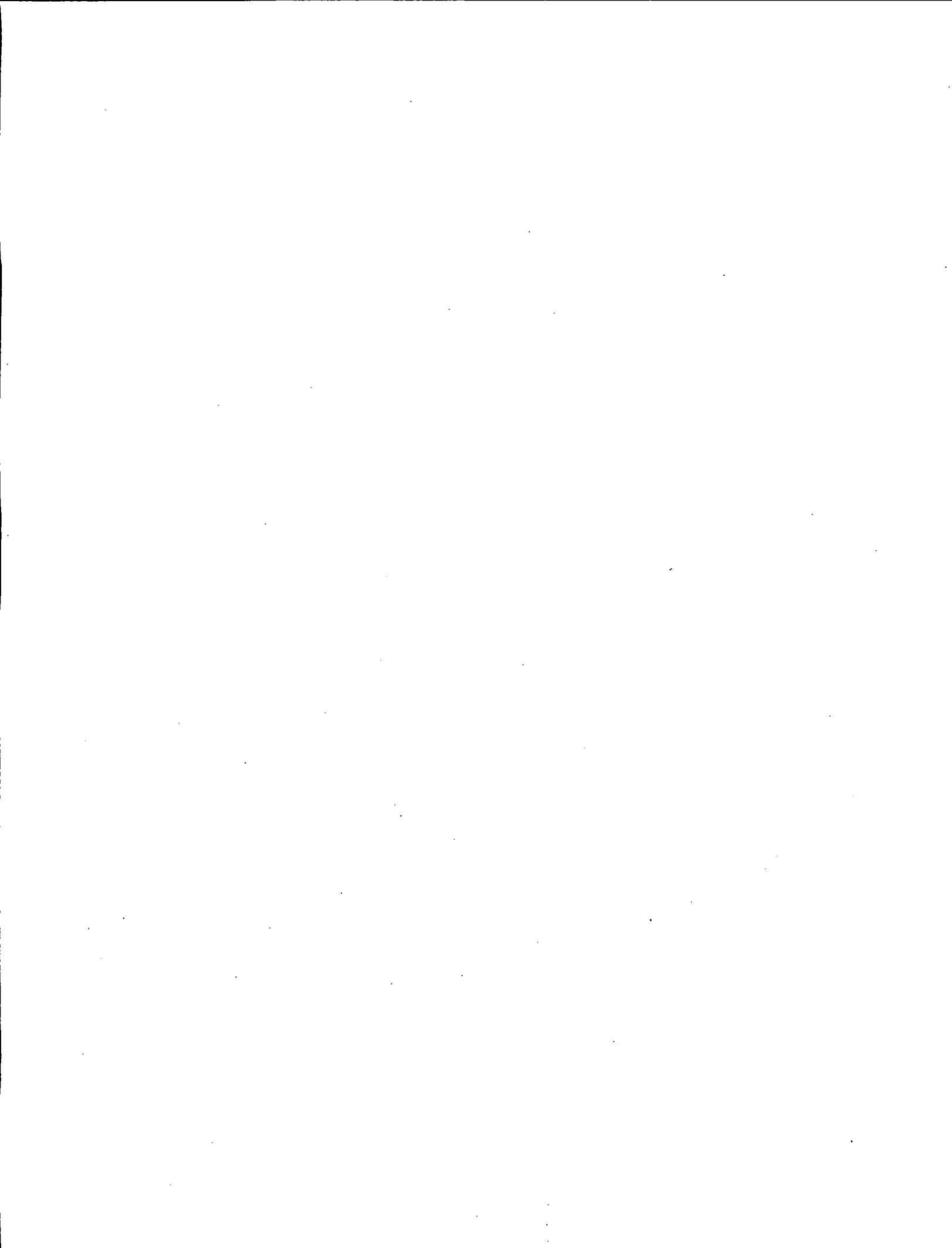
AGENDA
Town of Lockport Meeting
August 3, 2016
7:30 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

BUSINESS MEETING:

1. Approval of Minutes of 06/27/2016, 07/06/2016, and 07/20/2016.
2. Approval of Payment of Bills.
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report.
6. Resolution to authorize the closeout payment for Contract #163S-R with C.I.R. Electric.
7. Resolution to authorize the closeout payment for the Upper Mountain Road water line installation.
8. Resolution to authorize the Town Supervisor to enter an agreement with Wendel to bring the IDA South site to "NYS Shovel Ready" status and to complete a Supplemental Generic Environmental Impact Statement in an amount not to exceed \$73,500.00.
9. Resolution to authorize the Town Supervisor on behalf of the Town to enter an agreement with the Town of Lockport I.D.A. for reimbursement by the Town I.D.A. for the cost of work performed by Wendel in connection with bringing the IDA South site to "NYS Shovel Ready" status and to complete a S.G.E.I.S.
10. Town Board Comments/Reports
11. Town Supervisor's Comments/Reports
12. Adjournment



AGREEMENT

AGREEMENT dated as of the ____ day of _____, 2016, by and between the Town of Lockport, a municipal corporation, having its principal place of business at 6560 Dysinger Road, Lockport, New York 14094 ("Town"), and Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, PC, having offices at 375 Essjay Road, Suite 200, Williamsville, New York 14221 ("Wendel"),

WITNESSETH:

WHEREAS, the Town wishes to enable and attract industrial and industrial related growth in the Town of Lockport and has established an Industrial Development Agency (IDA) to that end, and

WHEREAS, the IDA has acquired a parcel consisting of approximately 91 acres south of the existing IDA park (IDA South), and

WHEREAS, the Town and the IDA wish to bring the IDA South site to New York State "Shovel Ready Status" and to complete a Supplemental Generic Environmental Impact Statement (SGEIS) for the site supplementing the GEIS which has been adopted for the existing IDA site,

NOW, THEREFORE, IT IS AGREED:

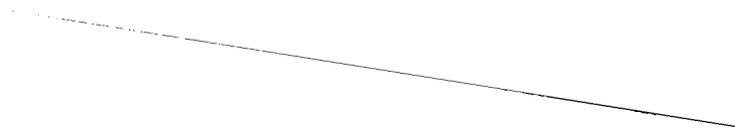
1. Whenever in this contract the term "IDA" is used, it shall be the prerogative of the Town to assume the activities and obligations of the IDA, if it shall determine, being agreed that this contract is with the Town of Lockport;

2. SCOPE OF SERVICES

To complete a SGEIS and Shovel Ready application, the following process and actions (scope of services) would be completed, subject to review and approval of the Town and IDA Attorneys:

A. SGEIS

- a. A project description and map will be completed;
- b. In coordination with the Town Attorney, Wendel will prepare necessary resolutions and documents for the Town of Lockport IDA to establish itself as Lead Agency under SEQOR:
 - i. A cover letter will be written identifying the intention to complete a SGEIS;
 - ii. The Lockport IDA will pass a resolution seeking Lead Agency; and
 - iii. A mailing will be completed to Involved and Interested Agencies.
- c. Once established as Lead Agency, a Positive Declaration (requiring a SGEIS) will be issued (required notices and filings will also be completed);
- d. A Scoping Document will be completed by the IDA with assistance from Wendel clarifying the information needed in the Draft SGEIS (DSGEIS); what alternatives to be evaluated, mitigations to consider, etc. For purposes of this proposal, we have attached a draft Table of Contents of the potential DSGEIS (gives an understanding of the scope and a tool to estimate its costs);
- e. The IDA will then issue the draft Scoping Document and receive public and agency input. A public scoping meeting can be completed to help receive public input. Once input has been received, a final scope will be adopted;
- f. A DSGEIS will be produced in accordance with the Scoping Document and can be started prior to the adoption of the Scoping Document to help with schedule (see the attached draft Table of Contents of the DSGEIS);



- g. Wendel will work with the Town and IDA in producing the DSGEIS, so that when it is completed, the IDA will accept it as complete for review;
- h. The document will be sent to Involved and Interested agencies and a public hearing will be scheduled. Formal Notices and postings will also be completed in conformance with SEQR;
- i. Upon closing the public hearing and based on this hearing and other comments received; Wendel will identify and assist the IDA with the needs of the FSGEIS (substantive comments to be addressed, etc.);
- j. Wendel will prepare, subject to Attorney review, a proposed FSGEIS;
- k. Once accepted as complete, Wendel will work with the IDA to complete the SEQR Findings and to address agency issues; and
- l. Once the Findings are adopted, Wendel will establish a proposed Findings Form that will be utilized to evaluate future projects for conformance to the SGEIS.

B. SHOVEL READY APPLICATION

During the development of the SGEIS and the above process, Wendel will work with the IDA to be concurrently producing the documentation needed for the shovel ready application (and coordinating those activities with NYS). The following is the scope for the Shovel Ready application work:

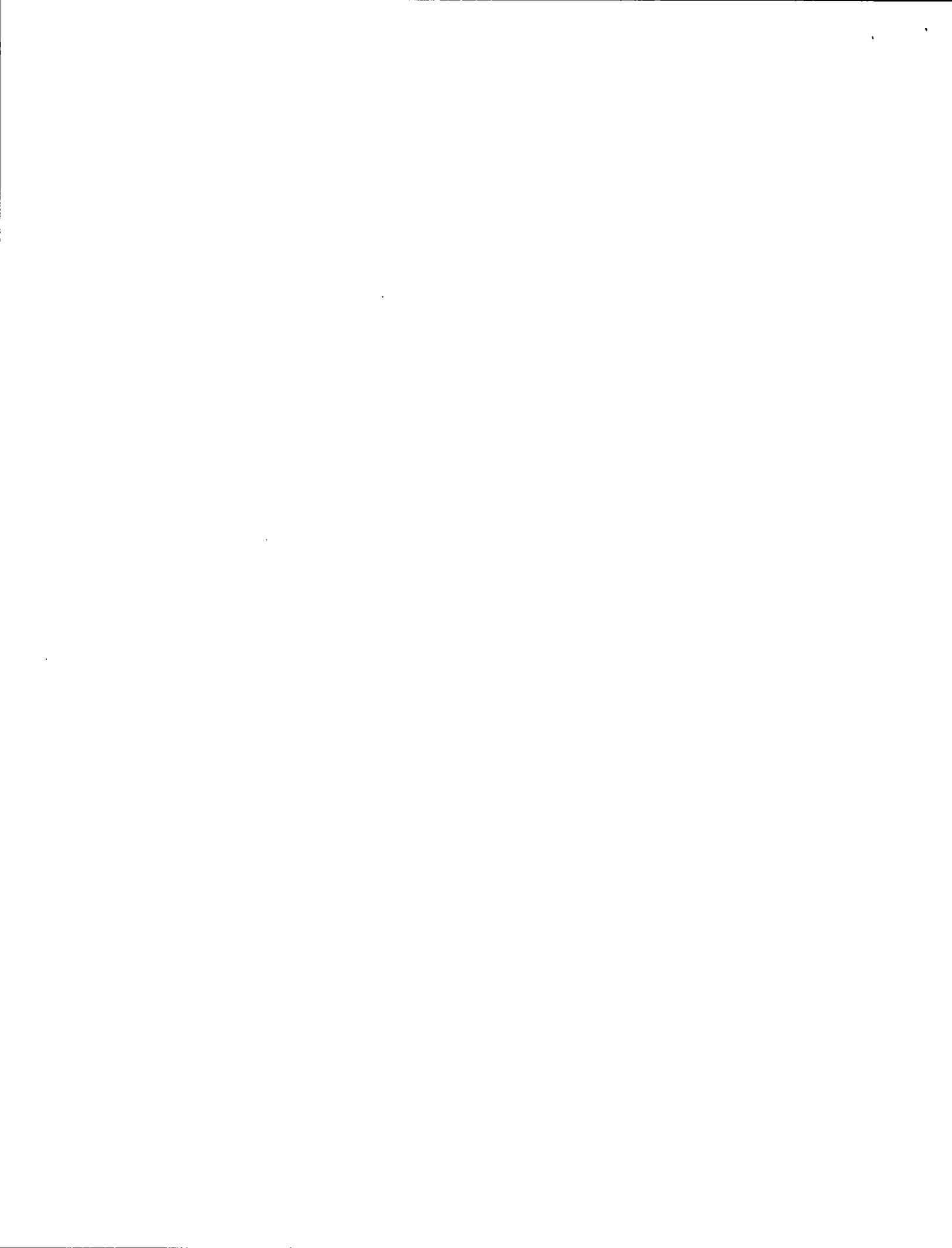
- a. A kick-off meeting (combined meeting also discussing SGEIS) will be held with representatives of the IDA to discuss the project, assignments and any other further needs.
- b. Wendel will provide assistance to the IDA with the following application requirements:
 - Site Ownership Control (Town in lead)
 - Number of Developable acres: Map provided by Wendel (from SGEIS)
 - Floodplain map



- Map illustrating wetlands (from wetlands study already completed)
- Site map/plan (from SGEIS)
- Topographic map (from SGEIS- USGS map and/or LIDAR)
- Surrounding Land Use map (from SGEIS)
- Transportation Maps (supplemented from SGEIS)
- Zoning (existing zoning map)
- Real Estate terms (IDA)
- Community support letters (IDA)
- Lockport IDA Park Expansion
- Environmental (SEQR) Services & Shovel Ready IDA South Parcel Site
- Electric Service (from providers to Wendel)
- Water (Wendel- SGEIS)
- Wastewater (Wendel- SGEIS)
- Telecom Service (from providers to Wendel)
- Natural Gas (from providers to Wendel)
- Airport Access (map)
- Rail Service (map)

c. Wendel will take the lead, subject to Town/IDA oversight, with the following application requirements:

- Archaeological & Historic survey and SHPO sign-off (Wendel to coordinate); the SGEIS will provide a phase 1A, if higher levels of documentation are needed (phase 1B, etc.) an amendment to the Agreement will be negotiated
- Assuming no Archaeological or Historic mitigation plans are needed
- Conceptual Site Plan (from SGEIS)
- ESA's are completed
- Floodplain boundaries (from SGEIS)
- Park covenants/rules/regulations at discretion of IDA and IDA Attorney
- Protected and Rare species survey (from SGEIS)
- SEQR (from SGEIS)
- Site Survey (completed)
- Soils Survey (from SGEIS- map)
- Town Special District approvals by IDA if required
- Stormwater Management (from SGEIS)



- Traffic Impact Study (from SGEIS)
 - Wetlands (completed) & wetlands avoidance (input from Army Corps)
 - Wetlands Mitigation Plan as required
- d. During the development of this information, Wendel representatives will meet with IDA representatives as needed.

C. EXCLUSIONS

The following studies/activities have been completed and will be supplied to Wendel:

- Wetlands Delineation
- Phase I and II Environmental Site Assessments
- Boundary Survey of the Site

D. The following studies will need to be completed as part of this scope:

- Water Distribution System Testing & Modeling
- Wastewater Flow Monitoring- Downstream Capacity Analysis
- Transportation Analysis / Traffic Impact Study
- Conceptual Stormwater planning
- Wildlife / Endangered Species Investigation (Including the Northern Long- eared bat habitat)
- Cultural Resources Phase IA Investigation (No Phase 1B or Phase 2 will be necessary)
- Zoning Analysis and proposed uses (work with the IDA and Town Attorney)

E. The following studies/scope items are not included as part of the scope:

- Topographic Survey
- Wetland Mitigation Strategies
- Agency Permits
- Groundwater Testing
- Hazardous Waste/Soil Testing
- Visual Analysis
- Noise Study or Light Study
- Borings/Geotechnical Investigation



- Economic/Needs Analysis (information to be supplied by IDA)
- F. Wendel will develop two of conceptual site plan design options in coordination with the IDA. One round of revisions to each conceptual plan is anticipated. Conceptual site plans will include preliminary road location, potential lot layouts, approximate water and sewer locations and preliminary options for stormwater management infrastructure.
 - G. The DSGEIS will have a Table of Contents as attached to this proposal.
 - H. The FSGEIS will not involve the production of any new studies or reports and will not include an excessive amount of comments.
 - I. The Lockport IDA will act as Lead Agency.
 - J. The IDA will be responsible for putting the Shovel Ready application together and submitting it to ESD, provided Wendel will cooperate with the IDA in their process.

3. **FEE PROPOSAL**

Based on the Scope provided, along with our assumptions, Wendel proposes the following Lump Sum fee. Wendel, in determining this fee, has contacted potential sub-consultants for certain components of this work. These subs would be used to meet any New York State M/WBE Goals. The IDA reserves the right to approve sales.

TASK	PROPOSED FEE
SGEIS SERVICES	\$45,000
SUB-CONSULTANTS (ALLOCATION)	
Sanitary Flow Monitoring	\$6,300
Traffic Study	\$8,200
Wildlife Study	\$1,500
Cultural Resources	\$4,000
SHOVEL READY APPLICATION & PROCESS	\$8,500
TOTAL	\$73,500



4. Wendel shall comply with all provisions of its underlying contract with the Town during performance of this contract.

TOWN OF LOCKPORT

By: _____
Mark C. Crocker, Supervisor

WENDEL

By: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On the ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State, personally appeared **Mark C. Crocker**, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual or the person on behalf of whom the individual acted, executed the instrument.

Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual or the person on behalf of whom the individual acted, executed the instrument.

Notary Public



AGREEMENT

AGREEMENT dated as of the ____ day of _____, 2016, by and between the Town of Lockport, a municipal corporation, having its principal place of business at 6560 Dysinger Road, Lockport, New York 14094 ("Town"), and the Town of Lockport Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its office and principal place of business at 6560 Dysinger Road, Lockport, New York 14094 ("IDA"),

WITNESSETH:

WHEREAS, the Town of Lockport has established the Town of Lockport IDA, and

WHEREAS, the Town of Lockport is contracting with Wendel Engineers for development of an SGEIS for the parcel of property owned by the IDA and known as IDA Park South and for a "New York Shovel Ready Status", and

WHEREAS, the Town wishes to be reimbursed for the cost of said work by the IDA, and the IDA is willing to reimburse the Town for such work,

NOW, THEREFORE, IT IS AGREED:

1. The Town of Lockport shall engage Wendel Engineers to prepare, perform the above-referenced work, with the cost to be paid by the Town.
2. The Town is and will pursue a grant for a portion of said work and process all necessary documentation for such grant.
3. The work performed benefits the Town as a whole by enabling the location, marketing and establishment of IDA projects in the park.
4. The IDA has sufficient funds to reimburse the Town for said costs.



5. The IDA shall reimburse the Town of the cost of performing said work paid to Wendel, pursuant to its contract with Wendel, provided, however, that said reimbursement will be reduced by the amount received, if any, by the Town as a result of receiving a grant or grants for the project which is the subject of such contract.

TOWN OF LOCKPORT

By: _____
Mark C. Crocker, Supervisor

**TOWN OF LOCKPORT
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Thomas Sy, Chairman

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark C. Crocker, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual or the person on behalf of whom the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State, personally appeared Thomas Sy, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual or the person on behalf of whom the individual acted, executed the instrument.

Notary Public

