

December 2, 2015

The regular business meeting of the Lockport Town Board was conducted at 7:30 p.m. on Wednesday, December 2, 2015, at the Town Hall, 6560 Dysinger Road, Lockport, New York.

Present were: Supervisor: Marc R. Smith

Council Members: Mark C. Crocker
Paul W. Siejak
Patricia Dufour
Thomas J. Keough

Also present: Nancy A. Brooks, Town Clerk; Michael J. Norris, Town Attorney; Brian Belson, Senior Building Inspector; Judith Newbold, Deputy Town Clerk; Kate Carter, Town Budget Officer; Barry Kobrin, Town Dog Control Officer; Larry Haseley, Town Historian and several residents.

Supervisor Smith led in the Pledge of Allegiance and then opened the meeting as follows:

PUBLIC HEARING: Proposed Local Law to Amend the Town Zoning Code §200-170 General Regulations for Signs

The floor was opened for comments. No one spoke and the hearing was closed.

PUBLIC COMMENTS: No one spoke before the Town Board.

PRESENTATION: to Marc R. Smith, retiring Town Supervisor.

Deputy Supervisor, Mark Crocker, gave a brief talk on the many accomplishments of the Town Board during the years that Marc Smith was a Council member and the ten years that Marc served as Supervisor of the Town of Lockport. He listed several of the major achievements that came to fruition during Marc's tenure, including but not limited to: twelve years of balanced budgets; no Town tax for residents; the building of the Tops and Home Depot plazas; a new Town Master Plan (2014); the 100-year infrastructure plan; he helped in the design of the new Wal Mart store; helped to bring Yahoo, Inc. to the Town I.D.A. Park; he helped in the design of the John B. Austin Park, Lytle Nature Preserve Park and the present Day Road Park; the concept of Transit North to attract new business to the Transit Road Corridor, a current example of which is the New York Beer Project, recently built at the corner of Transit and Tonawanda Creek Roads.

The Deputy Supervisor then presented Marc Smith with a framed picture of the water fall located within the John B. Austin Nature Trail Park, as well as some flowers for Marc's wife, Chris, who stood behind Marc during his many years of service.

Marc Smith then spoke briefly, thanking the Town Board, the Town staff and employees stating that they are people who give their hearts and souls to the Town each and every day. He then gave a short ditty about "ruffling some feathers" when he first began as Supervisor and how Michael Norris told him to think of the office as "holding the football" before he suggested and made moves as the chief executive. Marc stated that prompted him to always have a football on his desk while in office just so that he would always remember that advice.

The regular business meeting was then begun as follows:

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BUSINESS MEETING:

1. Approval of Minutes

MOTION (2015-328): to approve the Town Board minutes of meetings conducted on 11/02/2015, 11/04/2015, 11/18/2015 and 11/30/2015, was made by Council member Siejak and seconded by Council member Dufour. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

2. Approval of Payment of Bills

MOTION (2015-329): to pay the bills for December was made by Council member Keough and seconded by Council member Crocker. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

The bills for December consist of vouchers #35325 – 35494 in the amount of \$1,093,014.41.

3. Communications – None were reported.

4. Building Inspector's Report

Councilwoman Dufour read the report for the period ending November 30, 2015 which states that 23 building permits were issued; \$3,190.81 was collected in fees; and the estimated cost of construction was \$461,166.00.

5. Supervisor's Monthly Financial Report

MOTION (2015-330): to approve the Supervisor's Monthly Financial Report for the period ending November 30, 2015 was made by Council member Dufour and seconded by Council member Siejak. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

6. Resolution to Approve Acceptance of 12" Water Line

MOTION (2015-331): on a motion by Council member Crocker and seconded by Council member Dufour, the following resolution was duly ADOPTED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

**TOWN OF LOCKPORT
RESOLUTION**

**ACCEPTANCE OF WATER MAIN IMPROVEMENTS IN DEDICATION AND
ACCEPTANCE OF A CERTAIN WATER MAIN EASEMENT FROM WAL-MART REAL
ESTATE BUSINESS TRUST TO THE TOWN OF LOCKPORT**

WHEREAS, Wal-Mart Real Estate Business Trust ("*Wal-Mart*") is the owner of certain real property located at 5735 Transit Road in the Town of Lockport, Niagara County, New York and further identified as tax parcel identification number 123.13-3-2.22 (the "*Property*"); and

WHEREAS, in connection with the initial construction of the Wal-Mart store located on the Property (the "*Project*"), Wal-Mart constructed a certain water main and related appurtenances on the Property (the "*Water Main Improvements*"), which portion of the Property is identified and legally described in the Water Main Easement (as defined herein) as the "*Easement Area*"; and

WHEREAS, Wal-Mart desires to formerly dedicate the Water Main Improvements to the Town of Lockport (the “*Town*”); and

WHEREAS, the Water Main Improvements have been thoroughly inspected by the Town; and

WHEREAS, the Town wishes to accept the Water Main Improvements in dedication and will own and maintain the Water Main Improvements in accordance with the terms set forth in this resolution and the Water Main Easement; and

WHEREAS, in connection with the Town’s obligations with respect to the Water Main Improvements, Wal-Mart wishes to grant to the Town, and the Town wishes to accept, a water main easement over a certain portion of the Property in order to complete the Water Main Work, as defined in the Water Main Easement Agreement attached hereto as *Exhibit A* and made a part hereof (the “*Water Main Easement*”); and

WHEREAS, the Town, after due review and consideration, wishes to accept in dedication the Water Main Improvements, which dedication is also set forth in the Water Main Easement; and

WHEREAS, the Town, after due review and consideration, further wishes to accept, and deems it appropriate to enter into, the Water Main Easement in order to access and maintain the Water Main Improvements; and

WHEREAS, on November 20, 2007, the Town of Lockport concluded its SEQRA review of the Project and adopted a SEQRA Findings Statement, concluding that the proposed Project will not have any adverse environmental impacts that could not be mitigated.

NOW THEREFORE, BE IT RESOLVED that the Town hereby accepts the Water Main Improvements in dedication, as shown on the as-built survey attached hereto as *Exhibit B* and made a part hereof (the “*As-Built Survey*”), and agrees that the Water Main Improvements shall be the sole property of the Town, shall be the Town’s sole responsibility to maintain and repair and shall be under the Town’s exclusive control and supervision at all times.

BE IT FURTHER RESOLVED that the Town hereby accepts the Water Main Easement, in the form of *Exhibit A* attached hereto and made a part hereof, and agrees that all improvements installed as a result of the Water Main Work shall be the sole property of the Town, shall be the Town’s sole responsibility to maintain and repair and shall be under the Town’s exclusive control and supervision at all times.

BE IT FURTHER RESOLVED that the Town hereby authorizes the Supervisor to sign such documentation on behalf of the Town as is necessary to accept the Water Main Improvements in dedication as shown on the As-Built Survey, and to execute the Water Main Easement and other necessary documentation related to the foregoing on behalf of the Town.

BE IT FURTHER RESOLVED that the Town Board of the Town of Lockport shall promptly file this resolution with the Town Clerk.

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EXHIBIT A

WATER MAIN EASEMENT
WATER MAIN EASEMENT AGREEMENT

THIS WATER MAIN EASEMENT AGREEMENT (the “*Agreement*”) is made as of the 2nd day of December, 2015 (the “*Effective Date*”), by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust with offices at 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 (“*Wal-Mart*”) and THE TOWN OF LOCKPORT, a municipal corporation with offices at 6560 Dysinger Road, Lockport, New York 14094 (the “*Town*”) (collectively referred to herein as the “*Parties*”).

WITNESSETH:

WHEREAS, Wal-Mart is the owner of certain real property located at 5735 Transit Road in the Town of Lockport, Niagara County, New York and further identified as tax parcel identification number 123.13-3-2.22 (the “*Property*”); and

WHEREAS, a certain water main and related appurtenances exist on a certain portion of the Property (the “*Water Main Improvements*”); and

WHEREAS, Wal-Mart is desirous of dedicating the Water Main Improvements to the Town and the Town is desirous of accepting the Water Main Improvements in dedication; and

WHEREAS, by Resolution dated December 2, 2015, the Town agreed to accept dedication of the Water Main Improvements; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby mutually agree as follows:

1. **Grant of Water Main Easement.** Wal-Mart hereby grants to the Town a non-exclusive water main easement over, under and across the portion of the Property identified on the drawing attached as *Exhibit A* and legally described on the attached *Exhibit B* (collectively, the “*Easement Area*”) solely for the purpose of maintaining, repairing, and replacing the Water Main Improvements within the Easement Area (collectively, the “*Water Main Easement*”). The Town shall not store any materials or equipment on the Property, provided however, temporary storage of equipment and/or materials on the Property during performance of the Water Main Improvements is permissible so long as the Town does not unreasonably interfere with Wal-Mart’s business conducted on the Property.

2. **Performance of Water Main Improvements.** All work performed by or on behalf of the Town in the Easement Area shall be performed in a lien-free, good and workmanlike manner.

3. **Compliance with Laws; Authorizations.** The Town shall comply with all applicable federal, state and local laws, ordinances, rules, codes, statutes, orders and regulations with respect to the Town’s use of the Easement Area and/or the completion of the Water Main Improvements. Once commenced, the Water Main Improvements shall be diligently pursued and completed by the Town. The Town shall secure, maintain and comply with all required licenses, permits, certificates, and/or other authorizations relating to, or otherwise necessary or appropriate for the maintenance, repair, replacement or improvement of the Water Main Improvements, and the Town’s use of the Easement Area.

4. **Liens.** In the event any mechanic’s or materialman’s lien is filed against the Property in connection with the Water Main Improvements in the Easement Area, then the Town shall, promptly after notice of filing, cause the same through all legal means possible to be discharged and released of record. If the Town learns of any claim or action pertaining to mechanics’, materialmen’s or other lien on the Property in connection with the Water Main Improvements, the Town shall give prompt notice of the same to Wal-Mart.

5. **Cost.** The Town shall be responsible for one hundred percent (100%) of the costs and expenses associated within the Easement Area for the repair, replacement and maintenance of the Water Main Improvements.

6. **Restoration.** Upon completion of any Water Main Improvements, the Town agrees at its sole cost and expense and with due diligence, to restore the surface area of the Easement Area and the Property to the condition that existed immediately prior to the exercise of any of the rights granted herein, including, but not limited to, removal of all construction debris, surplus material and construction equipment; to restore the pavement and/or landscaping of the Easement Area to the condition existing prior thereto.

7. **Dedication of the Water Main Improvements.** Wal-Mart hereby grants, conveys and dedicates the Water Main Improvements to the Town to be used by the Town for Town purposes. The Town hereby agrees and acknowledges that the Water Main Improvements are the sole property of the Town. The Parties acknowledge and agree that the Easement Area is private property owned by Wal-Mart and is not dedicated to the Town or the general public for any public use or purpose whatsoever other than for maintenance, repair or replacement of the above-described Water Main Improvements and that nothing herein, express or implied, shall confer upon the Town or the general public any other rights or remedies under or by reason of the Agreement. Nothing contained herein shall require Wal-Mart to maintain or repair the Water Main Improvements.

8. **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the sole and complete agreement and understanding of the Parties hereto with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein.

9. **Duration.** The agreements contained herein and the rights granted hereby shall run with the title to the Property and shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

10. **No Obstruction.** Wal-Mart shall not in any way obstruct or otherwise impair the Town's access to the Water Main System.

11. **Severability.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability will in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which will be and remain in full force and effect, enforceable in accordance with its terms.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws provisions thereof.

13. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

14. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

15. **Modifications.** This Agreement shall not be modified or changed except in a writing signed by both Parties.

16. **Ratification.** The Town confirms, ratifies and accepts all of the terms and conditions of this Agreement by its execution hereof.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

LEGAL DESCRIPTION OF WATER MAIN EASEMENT AREA
Wal-Mart Real Estate Business Trust
to
the Town of Lockport

All that tract or parcel of land situate in the Town of Lockport, County of Niagara, State of New York, being a portion of Lot No. 12, Section No. 13, Township No. 14, Range No. 6, of the Holland Land Company's Survey, and being more precisely described as follows:

Commencing at a 1/2-inch iron pipe found on the northerly bounds of Shimer Drive (variable width), said iron pipe being at the southwesterly corner of a parcel of land conveyed by John P. Hazel to Geraldine L. Hazel by deed dated May 23, 1980 and recorded in the Niagara County Clerk's Office on June 6, 1980 in Liber 1719 of Deeds at Page 267, said iron pipe having New York State Plane coordinates (NAD83-West Zone) of 1,146,328.8 feet North and 1,119,396.0 feet East;

thence North 87 degrees 43 minutes 22 seconds West, along the northerly bounds of Shimer Drive, a distance of 279.41 feet a point, said point having New York State Plane coordinates (NAD83-West Zone) of 1,146,338.0 feet North and 1,119,165.4 feet East, said point also being the **Point of Beginning**;

thence continuing North 87 degrees 43 minutes 22 seconds West, along the northerly bounds of Shimer Drive, a distance of 648.23 feet to a point;

thence through a parcel of land conveyed by General Growth Companies, Inc. to Lockport Partners Limited Partnership by deed dated October 3, 1986 and recorded in the Niagara County Clerk's Office on November 5, 1986 in Liber 2026 of Deeds at Page 19, the following courses and distances:

North 29 degrees 37 minutes 33 seconds West a distance of 127.45 feet to a point;

North 00 degrees 30 minutes 06 seconds East a distance of 530.92 feet to a point;

North 90 degrees 00 minutes 00 seconds West a distance of 45.49 feet to a point;

North 00 degrees 22 minutes 21 seconds West a distance of 20.00 feet to a point;

South 90 degrees 00 minutes 00 seconds East a distance of 120.51 feet to a point;

North 00 degrees 47 minutes 37 seconds East a distance of 4.35 feet to a point;

South 89 degrees 12 minutes 23 seconds East a distance of 20.00 feet to a point;

South 00 degrees 47 minutes 37 seconds West a distance of 24.08 feet to a point;

North 90 degrees 00 minutes 00 seconds West a distance of 74.61 feet to a point;

South 00 degrees 30 minutes 06 seconds West a distance of 525.71 feet to a point;

South 29 degrees 37 minutes 33 seconds East a distance of 120.39 feet to a point;

South 87 degrees 43 minutes 22 seconds East a distance of 632.14 feet to a point;

South 02 degrees 16 minutes 38 seconds West a distance of 12.00 feet to the **Point of Beginning**.

To contain 0.542 acres of land, more or less, as surveyed by James S. Thew, Licensed Land Surveyor No. 050226.

The above described parcel of land is intended to be a portion of the same premises conveyed by Lockport Mall, LLC to Wal-Mart Real Estate Business Trust by deed dated December 23, 2010 and recorded in the Niagara County Clerk's Office on December 28, 2010 as Instrument 2010-21807.

The above mentioned coordinates, bearings and distances are grid bearings referenced to the North American Datum of 1983 (NAD83) and projected on the New State Plane Coordinate System (West Zone).

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Surveys and maps described above are filed in the permanent records of the Town Clerk and may also be found with the recordings at the Niagara County Clerk's office.

7. Resolution to Approve Change Order #1 – Contract#166S Capital Improvements General Sewer Construction

MOTION(2015-332): on a motion by Council member Keough and seconded by Council member Dufour, the following resolution was duly ADOPTED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

**TOWN OF LOCKPORT
RESOLUTION**

WHEREAS, the Town of Lockport awarded a bid to Mark Cerrone, Inc. by Contract No. 166S, for the Capital Improvements – General Construction: Sewer Improvement project, and

WHEREAS, Wendel and Mark Cerrone have mutually agreed on the adjustment of bid and change order quantities to match actual quantities installed,

NOW, THEREFORE BE IT RESOLVED, that this Board authorizes deduct Change Order No. 1 in the amount of \$249.88.

8. Resolution to Approve Change Order #2 – Contract#1662 Capital Improvements General Sewer Construction

MOTION (2015-333): on a motion by Council member Siejak and seconded by Council member Keough, the following resolution was duly ADOPTED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

**TOWN OF LOCKPORT
RESOLUTION**

WHEREAS, the Town of Lockport awarded a bid to Mark Cerrone, Inc. by Contract No. 166S, for the Capital Improvement, and

WHEREAS, the Town of Lockport Town Board previously authorized a net decrease Change Order No. 1 in the amount of \$240.88, and

WHEREAS, Wendel and Mark Cerrone, Inc. have mutually agreed on the adjustment of bid and change order quantities to match quantities installed at the completion of the project,

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes deduct Change Order No. 2 in the amount of \$55,243.75 for a final Contract Price of \$142,391.27.

9. Res. to Approve Change Order #1 Contract #154W – Transit Road Water Line

MOTION (2015-334): on a motion by Council member Dufour and seconded by Council member Crocker, the following resolution was duly ADOPTED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

**TOWN OF LOCKPORT
RESOLUTION**

WHEREAS, the Town of Lockport awarded a bid to Mar-Wal Construction Co., Inc. by way of Contract No. 154W, for the Transit Road Waterline Replacement Contract, and

WHEREAS, due to unforeseen conditions, additional materials and labor are needed in order to install the waterline,

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes Change Order No. 1 in the amount of \$14,315.49.

10. Resolution to Approve Change Order #2 Contract #163S-E Pump Station Rehab

MOTION (2015-335): on a motion by Council member Keough and seconded by Council member Crocker, the following resolution was duly ADOPTED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

**TOWN OF LOCKPORT
RESOLUTION**

WHEREAS, the Town of Lockport awarded a bid to CIR Electrical Construction Corporation by way of Contract No. 163S-E, for the IDA, Keck Road & Niagara County Jail Pump Station Rehabilitation Contract, and

WHEREAS, due to unforeseen conditions, additional materials and labor are needed in order to repair the sanitary pump stations,

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes Change Order No. 2 in the amount of \$5,575.77.

11. Resolution to Approve Change Order #2 Contract #163S-G Pump Station Rehab

MOTION (2015-336): was made by Council member Siejak and seconded by Council member Crocker. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

**TOWN OF LOCKPORT
RESOLUTION**

WHEREAS, the Town of Lockport awarded a bid to Mar-Wal Construction Company, Inc. by way of Contract No. 163S-G, for the IDA, Keck Road & Niagara County Jail Pump Station Rehabilitation Contract, and

WHEREAS, due to unforeseen conditions, additional materials and labor are needed in order to repair the sanitary pump stations,

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes Change Order No. 2 in the amount of \$27,908.02.

12. Res. Authorizing Supervisor to Sign Income Verification Form for Rapids Fire Co.

MOTION (2015-337): to authorize the Supervisor to sign an income verification statement for Rapids Fire Co., Inc. to facilitate their efforts to seek funding for a new fire truck was made by Council member Keough and seconded by Council member Dufour. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

13. Authorization to Set Bid Date for Contract #162S-R Carlisle Gardens Sewer Rehab

MOTION (2015-338): to authorize Wendel to set a bid date for Contract #162S-R the Carlisle Gardens Sewer Rehabilitation project for 10:00 a.m. on Thursday, January 20, 2016, was made by Council member Crocker and seconded by Council member Siejak. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

14. Authorization for Supervisor to Enter Service Retainer Agreement with Wendel

MOTION (2015-339): to authorize the Supervisor to enter into a service retainer agreement with Wendel Architecture, Engineering, Surveying & Landscape Architecture, P.C. was made by Council member Dufour and seconded by Council member Keough. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

15. Town Board Comments

Councilman Keough informed those in attendance that Town Attorney, Michael Norris, was one of a few under 40 persons in public service who were recognized recently by Leadership Niagara. He congratulated Mr. Norris on his recognition and stated he was most deserving of it.

Additionally, the Councilman praised and thanked Supervisor Smith for his fine leadership and commitment to the residents of the Town of Lockport the past ten years he has served as Supervisor and those years as a Council member.

Councilmember Siejak also wanted to personally thank Supervisor Smith and knowing Marc's active participation with the Eagle Scouts & Troop #82, read a recent article in the Union Sun & Journal regarding an Eagle Scout project by the local troop which dealt with some major repairs and a clean up of Stahler Cemetery on Beattie Avenue in the Town. He thanked Marc for his participation with the Eagle Scouts and also thanked Larry Haseley, Town Historian, who was also instrumental in this scout project.

Lastly, the Councilman read the hours of operation for the Santa House located at Day Road Park, stating the house will be open Tuesday & Thursday from 5:00 – 8:00 p.m. and on Saturdays from noon – 3:00 p.m. The last day that Santa will be present is December 22nd.

Councilwoman Dufour thanked the Town of Lockport Recreation Committee on its 4th Annual Winter Fest held at Day Road Park on November 29th. She also thanked Chris Parada (Santa) for his commitment to the Santa House and to the community.

Lastly, she thanked and commended Marc Smith on his many years of service to the Town of Lockport, stating that his progressive thinking helped to make many great things happen for the Town over the years. She added that 2015 was a very good year for the Town and asked residents to remember those serving in the military and for all to have a Merry Christmas.

Councilman Crocker urged that as bad weather approaches, that residents use caution when driving. He also gave a brief recap of the 2015 Town recycling program, stating that nearly 60,000 lbs of goods were collected. He also mentioned that the program is now closed until the last Saturday of March 2016. He then stated that Kate Carter, from the Supervisor's office, brought refreshments and hoped that those in attendance would stay to enjoy them at the meeting's end.

16. Supervisor's Comments

The Supervisor informed those present that the Santa House located at Day Road Park is a 100% gift to the Town. The Parada family pays for the utilities and all upkeep to the building. He urged residents to thank the Parada's whenever they can for such a great contribution to our community.

Lastly, he stated that it was an honor to serve the residents of the Town of Lockport these past twelve years. He also thanked his family for all their support, patience, and understanding of all the time that was necessary for him to carry out the responsibilities of the job.

17. Adjournment

There being nothing further, the meeting was ended as follows:

MOTION (2015-340): to adjourn was made by Council member Siejak and seconded by Council member Crocker. The motion was CARRIED: AYES-5, NAYS-0. Voting AYE: Crocker, Siejak, Dufour, Keough and Smith.

The meeting was ended at 7:59 p.m. and refreshments were then served. The Lockport Town Board will next meet at 1:00 p.m. on Wednesday, December 16, 2015.

Respectfully submitted,

Nancy A. Brooks, RMC, CMC
Lockport Town Clerk