

Agenda

Regular Council Meeting
Tuesday, January 18, 2022

REMOTE ZOOM FORMAT

6:30 p.m. Caucus/Meeting to follow

Live via Facebook @ <http://facebook.com/lackawannany/>

Meeting Called to Order/Pledge of Allegiance.

NB: Meeting being recorded.

Roll Call: Council: Muflahi, Anderson, Moretti, Surdyke, Marrano
Dept. Heads: Law, Development, Public Works, Public Safety, Comptroller, Recreation, PIO

Hearings from Citizens:

Approval of Minutes: of the re-org meeting of January 4, 2022.

Departmental Reports:

1. **City Comptroller** - A/P Check Listing #22, dated January 10, 2022.

Communications from Division/Department Heads:

2. **City Attorney** – Requests the City Council approve the attached Opioid Settlement Agreement. Full context of agreement on file in the City Clerk’s Office.
3. **City Attorney** – Requests the City Council approve the attached contract between the City and C & S Engineers. Full context of agreement on file in the City Clerk’s Office.
4. **City Attorney** – On behalf of the Recreation Director, requests the City Council approve the attached contract between the City and Feed More WNY. Full context of agreement on file in the City Clerk’s Office.
5. **City Attorney** – Requests the City Council approve the attached resolution to waive the residency requirement for the Assistant City Attorney.

(A) A resolution, per Chapter 5-38 of the Municipal Code of the City of Lackawanna, whereas the City Council is empowered to waive the requirement of residency in those instances where the employer has difficulty hiring or promoting the most qualified person because of the residency requirement; be it resolved that the residency requirement for Heather Baumerister, Assistant City Attorney be and the same is hereby waived.

6. **Director of Recreation** – Requests City Council approve LA Sports Club, Inc., to use Veteran’s Stadium and Victory Playground for Flag Football games and practices as indicated on the attached schedule. They are also requesting the use of the Lackawanna Senior Center on Monday’s from 02/28/22 to 04/11/22 for their Chess Club. There is no conflict with any City activities. LA Sports Club, Inc. has provided proof of valid insurance. Full context of agreement on file in the City Clerk’s Office.

7. **DPW Commissioner** – Requests the City Council approve the attached ordinance transferring budget funds to send Pete O’Connor to Signal Troubleshooting and Maintenance training March 21, 2022 through March 25, 2022 and August 15, 2022 through August 19, 2022.

(A) An ordinance amending the Budget Ordinance adopted May 18, 2021 by increasing appropriations for budget code A.3020.0468.0000 Communications System – Training by \$5,000, and decreasing budget code A.3020.0101.0000 Communication System – Personal Services by \$5,000.00.
8. **City Clerk** – Requests the City Council approve the appointment of Karen R. Pulinski, 9 Sunrise Drive, Lackawanna, to fill the unexpired term of Susan Brockenshire, bingo inspector, at a salary of \$1,500.00/year.

Communications from Citizens:

9. **Arc J. Petricca, Attorney at Law** – Requests the City Council approve Commissioner of Deeds status within the City of Lackawanna to Madison Ambuski, 8 Lordan Drive, Cheektowaga, NY, a paralegal in the office. Term to expire 12/31/22.

Tabled Items:

Old Business:

Adjournment:

Persons wishing to speak before the City Council shall provide their name, address and limit their comments to three (3) minutes on agenda items only. Please direct any comments to the Council President. To place an item on the agenda, persons shall submit their correspondence to the City Clerk’s Office in a signed letter or via email (cityclerk@lackny.com) with full address and phone number contained therein, and must be RECEIVED prior to 12:00 noon on the Wednesday preceding the meeting. The City Council has the final approval of all agenda items. If attending the meeting in person, please silence your cell phones and gentlemen remove your hats. Commentary and actions shall always be respectful of the City Council, Department Heads and fellow citizens or you will be escorted from Chambers.

www.lackawannany.gov



*Law Department
City of Lackawanna*

*714 Ridge Road - Room 313
Lackawanna, NY 14218
Tel: (716) 827-6479 Fax: (716) 827-6480*



March 4, 2021

Jeffery DePasquale, City Clerk
714 Ridge Road
Lackawanna, New York 14218

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Re: Opioid Settlement Agreement

Dear Mr. DePasquale:

Please put the attached Opioid Settlement Agreement on the agenda for council approval.

Very truly yours,

Richard S. Juda, Jr.

Richard S. Juda, Jr., Esq.
City Attorney

RSJ/df
Enclosures

RECEIVED
CITY CLERK
716 827-6479
MAR 4 2021 11:04



CHERUNDOLO

LAW

December 30, 2021

Via US Mail & Email

Richard S. Juda, Jr., Esq.
City Attorney
City Hall – 714 Ridge Road, Room 313
Lackawanna, New York 14218

RE: Allergan New York Statewide Opioid Settlement Agreement

Dear Mr. Juda:

As you have likely heard, New York State, Nassau County and Suffolk County recently reached a 200-million-dollar settlement with Allergan¹ and its affiliates² earlier this month. The **City of Lackawanna**, as a litigating subdivision, has the opportunity to participate in the Allergan New York Statewide Opioid Settlement Agreement (hereinafter, “NY Allergan Agreement”). As such, please find attached the following documents for your review and consideration:

- Fully Executed Allergan NY Agreement (with exhibits) (“NY Allergan Agreement”)³;
- Allergan Release Form (“New York Subdivision Election and Release Form”); and
- Allergan New York Opioid Settlement Sharing Agreement.⁴

In order to Participate in this Settlement, we need confirmation that you agree that we sign following two documents (see attached) on behalf of the **City of Lackawanna**: (1) Allergan Release Form *and* (2) Allergan New York Opioid Settlement Sharing Agreement. The amount allocated to the **City of Lackawanna** and the basic terms of the Allergan Agreement are outlined below.

A. Amount Allocated

Pursuant to the Allergan Agreement, the **City of Lackawanna** has been allocated \$6,994.⁵

¹ “Allergan” means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc).

² See NY Allergan Agreement, Exhibit A (list of AbbVie entities) and Exhibit B (list of Allergan Entities).

³ Electronically provided via email.

⁴ Please note that this settlement agreement is subject to its own settlement sharing agreement, which supersedes the prior “New York Opioid Settlement Sharing Agreement” that was executed for the Janssen and Big Three Distributors Settlement Sharing Agreement.

⁵ Please note that this allocation is based on 100% participation.

This amount was calculated as follows:

- Of the total 200 million settlement amount, \$54,285,714.28 will be paid to Nassau and Suffolk Counties (\$27,142,857.14 for each county) and a total payment of \$1,518,875, representing attorneys' fees for Nassau and Suffolk counties' shares of the amount paid into the Qualified Settlement Fund, will also be paid. (See, "NY Allergan Agreement", Section III, Subsection A (1), pgs. 8-9). **The remaining \$144,195,419.72 is to be paid into a Qualified Settlement Fund.**
- The Qualified Settlement Fund will be split into two funds: (1) A Qualified Settlement Fund payment of \$125,332,821.14 to be distributed pursuant to the Allergan New York Opioid Settlement Sharing Agreement; and (2) A Qualified Settlement Fund payment of \$18,862,589.58 which shall be used for reimbursement of attorneys' fees and costs, including attorneys' fees and costs associated with representing subdivisions in New York State other than Nassau and Suffolk Counties. (See, "NY Allergan Agreement", Section III, Subsection A (2), pgs. 9-10).

The Qualified Settlement Fund comprised of \$125,332,821.14 is allocated and distributed as follows (See, NY Allergan Agreement", Exhibit E (Allergan New York Opioid Settlement Sharing Agreement), pgs. 84 - 85):

1. **17.5%** (\$21,933,243.6995) to the State of New York;
2. **16.39%** (\$20,542,049.384846) to be placed into the Opioid Settlement Fund for Regional Spending on Approved Uses. Of this, at least 1.89% shall be set aside for Large New York Cities and at least 0.34% shall be committed to other *litigating* municipalities. The percentages for the amount that must be set aside are listed in **Schedule C**. (See, NY Allergan Agreement, Exhibit E (Allergan New York Opioid Settlement Sharing Agreement), Schedule C, pg. 94). These allocation percentages are derived using the same factors used to derive the percentages for the direct pay subdivisions under the prior sharing agreement (opioid overdose deaths, opioid use disorder, and shipments of opioids in morphine-milligram units).
3. **20%** (\$25,066,564.228) to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.
4. **7.98%** (\$10,001,559.126972) to the Direct Share Subdivisions as "Direct Unrestricted Funds" to be distributed pursuant to the allocation set forth in Schedule A. (See, NY Allergan Agreement, Exhibit E (Allergan New York Opioid Settlement Sharing Agreement), Schedule A, pgs. 91-92);
5. **7.98%** (\$10,001,559.126972) to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds") to be distributed pursuant to the allocation set forth in Schedule A. (See, NY Allergan Agreement, Exhibit E

(Allergan New York Opioid Settlement Sharing Agreement), Schedule A, pgs. 91-92);

6. **0.69%** (\$864,796.465866) to the Large New York Cities for Spending on Approved Uses (“Large New York Cities Restricted Funds”) to be distributed pursuant to the allocation percentage set forth in Schedule B (See, NY Allergan Agreement, Exhibit E (Allergan New York Opioid Settlement Sharing Agreement), Schedule B, pg. 93);
7. **2.52%** (\$3,158,387.092728) to the County of Nassau for spending on Approved Uses;
8. **3.26%** (\$4,085,849.969164) to the County of Suffolk for spending on Approved Uses; and
9. **23.68%** (\$29,678,812.045952) to the City of New York for spending on Approved Uses.

The **City of Lackawanna’s** allocation of \$6,994 is calculated from the Opioid Settlement Fund for Regional Spending on Approved Uses (i.e. the fund comprised of 16.39% of the Qualified Settlement Fund) as follows:

- Opioid Settlement Fund for Regional Spending on Approved Uses (Regional Spending Payment):
 - $\$20,542,049.384846 * 0.034046116\%$ (percentage assigned in Schedule C) = \$6,994.
- **Total = \$6,994**

B. Payment and Use of Funds

The **Regional Spending Payment** (\$6,994) is not a direct payment. The subdivision may apply for and receive funds from the Opioid Settlement Fund. The subdivisions are guaranteed⁶ to receive the allocated amount from the Opioid Settlement Fund for Regional Spending on Approved Uses. *Litigating subdivisions may also apply to receive additional funds from the share allocated to the Regional Spending Fund beyond this mandatory allocation*, as they could under the prior New York Sharing Agreement for Janssen and the Big Three Distributors Settlement Agreements. As a condition of receipt of these funds, the subdivision must certify that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and compliance with certain reporting requirements.

Approved Uses are set forth in Schedule D and encompass broad categories dealing with Treatment for Opioid Use Disorder; Prevention of Over-prescribing and Appropriate Prescribing and Dispensing of Opioids; Other Strategies to Deal with the Opioid Epidemic, including expenditures for law enforcement and other first responders related to the opioid epidemic. (See,


⁶ Please note that this allocation is based on 100% participation.

NY Allergan Agreement, Exhibit E (Allergan New York Opioid Settlement Sharing Agreement), Schedule D, pgs. 96 - 107)

The deadline to sign on for the Allergan Settlement Agreement is January 20, 2021. Should you wish to further discuss the details of this agreement, kindly contact Cristen Mendoza (Phone: (315) 449-9500; Email: cmendoza@cherundololawfirm.com) with dates of availability so that we can set up a zoom or telephone conference. We ask that you sign below acknowledging that you have received and reviewed the NY Allergan Agreement and this correspondence and that you agree to signing onto this agreement. **Please return a signed copy to us at your earliest convenience.**

Your prompt review and consideration of this matter is greatly appreciated.

Very truly yours,



John C. Cherundolo
Eva Brindisi Pearlman
Robert Julian

I, _____, have reviewed the Allergan New York Statewide
Print Name
Opioid Settlement Agreement (“NY Allergan Agreement”), the New York Subdivision Election
and Release Form (“Allergan Release Form”), and the Allergan New York Opioid Settlement
Sharing Agreement. I consent to our attorneys in this matter entering into the NY Allergan
Agreement on behalf of **The City of Lackawanna**, New York and authorize them to execute the
Allergan Release Form (“New York Subdivision Election and Release Form”) and the Allergan
New York Opioid Settlement Sharing Agreement.

Signature

ALLERGAN NEW YORK OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from Allergan (as defined below) under the Allergan New York Statewide Opioid Settlement Agreement (defined below), which constitutes a “Statewide Opioid Settlement Agreement” as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been allegedly harmed by misfeasance, nonfeasance, and malfeasance committed by Allergan; and

Whereas, the State of New York and certain New York Subdivisions are engaged in litigation seeking to hold Allergan accountable for the damage caused by their alleged misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the alleged misfeasance, nonfeasance, and malfeasance of Allergan throughout the State of New York; and

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement and the New York Janssen Statewide Opioid Settlement Agreement, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the Allergan New York Statewide Opioid Settlement Agreement (as defined below).

I. DEFINITIONS

- A. “Approved Uses” means any opioid or substance use disorder related remediation projects or programs that fall within the list of uses in Schedule D.
- B. “Lead State Agency” means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the Allergan New York Statewide Opioid Settlement Agreement.
- C. The “Advisory Board” means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.
- D. “Direct Share Subdivision” means every county of the State of New York other than the County of Nassau, the County of Suffolk, and the City of New York.
- E. “Large New York Cities” means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.

reporting, until the required report is submitted.

E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.5, any spending by the Large New York Cities pursuant to Section II.6, any spending by the Counties of Nassau or Suffolk pursuant to Section II.B.7 and 8, and any spending by New York City pursuant to Section II.B.9, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisory Board, the Lead State Agency will report annually the results of research funded by funds from this Agreement, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.

V. THE ROLE OF THE ADVISORY BOARD

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Nassau, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES
Attorney General of the State of New York

By: _____
Jennifer Levy, First Deputy Attorney General
Office of the New York State Attorney General
28 Liberty Street, 23rd Floor
New York, NY 10006
Tel: 212-416-8450
Jennifer.Levy@ag.ny.gov

Date: _____

Counsel for The People of the State of New York

NAPOLI SHKOLNIK PLLC

Salvatore C. Badala

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

Counsel for _____

Date: _____

NEW YORK SUBDIVISION ELECTION AND RELEASE FORM

This Election and Release Form for New York Participating Subdivisions resolves Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Allergan under the terms and conditions set forth in the Allergan New York Statewide Opioid Settlement Agreement between and among the State of New York (for itself and other Releasers), the County of Nassau, the County of Suffolk, all other New York Participating Subdivisions, and Allergan (the “Agreement”)¹, the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release Section found in Section VII of the Agreement and the Participation by Subdivisions Section found in Section IX of the Agreement, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s power, all Released Claims related to Covered Conduct, Opioids, Opioid Products, and Products against all Released Entities. If this Election and Release Form is executed on or before the Participation Date, the Participating Subdivision shall dismiss Allergan and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Allergan and/or a Released Entity, as applicable, no later than the Participation Date. If this Election and Release Form is executed after the Participation Date, the Participating Subdivision shall dismiss Allergan and

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Allergan and/or any other Released Entity, as applicable, concurrently with the execution of this Election and Release Form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement.

Dated: _____

[NY SUBDIVISION]

By: _____

[COUNSEL]

[FIRM]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

Counsel for [NY SUBDIVISION]

Schedule D – Approved Uses

I. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

II. PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

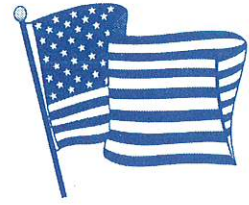
M. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.



*Law Department
City of Lackawanna*

*714 Ridge Road - Room 313
Lackawanna, NY 14218
Tel: (716) 827-6479 Fax: (716) 827-6480*



January 5, 2022

3

Jeffery DePasquale, City Clerk
714 Ridge Road
Lackawanna, New York 14218

Re: Agreement with C&S Engineers

Dear Mr. DePasquale:

Per the request of the Director of Development I am requesting the attached contract be placed on the agenda for council approval.

Very truly yours,

Richard S. Juda, Jr., Esq.
City Attorney

RSJ/df
Enclosure

RECEIVED
LACKAWANNA CITY CLERK
JAN 06 11:04



December 23, 2021

Mr. Richard Stanton
Director of Development
City of Lackawanna
714 Ridge Road
Lackawanna, New York 14218

Re: Periodic Brownfield-Related Environmental Services Agreement

Dear Rich:

C & S Engineers, Inc. ("C&S" or "Consultant"), is pleased to provide this Agreement to render periodic environmental and related services to the City of Lackawanna (the "City" or "Client") on an as-needed basis. In keeping with the August 2021 Request for Qualifications for Brownfield-Related Environmental Services issued by the City for these services (the "RFQ"), this Agreement provides a mechanism for the City to authorize performance of engineering and related services by C&S periodically on an individual "Letter-of-Authorization" basis for miscellaneous project assignments. Pursuant to this Agreement, the City will identify projects from time to time which require C&S's services and will request C&S to provide such services. C&S will then prepare a Letter-of-Authorization for the City's review. The City's subsequent approval and execution of the Letter-of-Authorization will constitute authorization for C&S to render services to the City. The City will pay C&S for services rendered in accordance with this Agreement and the terms of the applicable Letter-of-Authorization.

Background

The City was involved with the New York State Brownfield Opportunity Area ("BOA") program, which provides grants and technical support to help municipalities complete and implement revitalization strategies for their communities. The City entered the BOA program to study and created reuse plans for brownfield sites across the City. As part of the brownfield planning process, the City identified a number of brownfield, vacant, or underutilized sites through interviews with public officials; discussions with neighboring property owners; review of environmental database information; and from the community during public meetings held throughout the course of the BOA project. Through these activities, the City has prioritized certain brownfield sites for action based on potential contamination, exposure issues, development potential, and environmental justice criteria. The City views these priority sites as strategic catalysts, the redevelopment of which is expected to spark revitalization of the entire City.

Through the use of funds obtained through a United States Environmental Protection Agency ("USEPA") Community-Wide Assessment Grant for Brownfields, the City intends to target the prioritized sites. However, information relative to the environmental condition of these properties is currently unavailable, making advancement of the proposed plans problematic. Accordingly, the City issued the RFQ to seek a qualified environmental consultant firm to provide brownfield-related services, which may include project

multiplied by the number of hours (or portions of an hour) that such individual(s) performed services for the project, plus C&S's reimbursable expenses and the cost of services of independent professional associates and consultants retained by C&S to assist C&S in rendering services for the project, which will be billed to the City on the basis of actual cost.

2. **Lump Sum:** A lump sum fee which the City agrees to pay C&S in exchange for performance of services for the project, as set forth in the Letter-of-Authorization pertaining to the specific project. Partial payments of the lump sum fee shall be made by the City monthly on account. The portion of the lump sum fee billed for C&S's services will be based upon C&S's estimate of the proportion of the total project services actually completed at the time of billing.

The Terms and Conditions governing the performance of and payment for C&S's services, as well as the respective responsibilities and obligations of the City and C&S and other pertinent matters, will be incorporated by reference into each Letter-of-Authorization. C&S's standard Terms and Conditions are attached hereto as Exhibit "C."

This Agreement, including Exhibits "A", "B", and "C" and all duly-executed Letters-of-Authorization attached hereto, constitutes the entire agreement between the City and C&S with respect to its subject matter, and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This Agreement is effective as of the execution date below, and, unless earlier terminated, shall terminate on December 31, 2026; provided, in any event, that C&S shall be able to complete and be compensated for any services remaining to be performed under a Letter-of-Authorization issued hereunder but not completed as of the termination date. This Agreement may be amended, supplemented, modified, or canceled only by a written instrument executed by both parties.

If this Agreement meets with your approval, kindly acknowledge the same on the line indicated below on this original and the enclosed copy of this letter and return the fully-executed copy to the undersigned in the enclosed envelope. This Agreement will become effective on the date it is signed by the City of Lackawanna.

Thank you for your consideration. We look forward to working with you on this project.

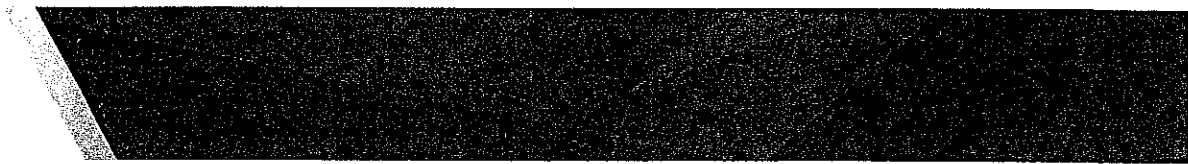
Sincerely,

C&S ENGINEERS, INC.

Sincerely,



Daniel E. Riker, P.G.
Environmental Department Manager



Accepted this ____ day of December 2021.

By: _____
Signature

Title: _____

ATTACHMENTS:

- Exhibit "A": Sample Letter of Authorization
- Exhibit "B": Hourly Billing Rate Schedule
- Exhibit "C": Terms and Conditions

EXHIBIT "A"

Sample Letter-of-Authorization

LETTER-OF-AUTHORIZATION NO. ___

TO:

RE:

(Project Identification)

1. AUTHORIZATION REQUEST: In conformance with your instructions, and in accordance with the agreement for periodic services made by and between the City of Lackawanna (the "City" or "Client") and C & S Engineers, Inc. ("C&S" or "Consultant"), effective December __, 2021 (the "Agreement"), to which this Letter-of-Authorization No. __ is attached and of which it forms a part, we enclose two (2) originals of our request for authorization to furnish brownfield and related services in connection with the City's project identified above (the "Project").
2. DESCRIPTION OF SERVICES: See Schedule "A" attached hereto.
3. PERIOD OF PERFORMANCE: See Schedule "A" attached hereto.
4. AUTHORIZED REPRESENTATIVES: The City designates _____ as its Authorized Representative for the Project. Such Authorized Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to C&S's services for the Project. C&S shall not rely on directions from anyone other than the City's Authorized Representative. Directions and decisions made by the City's Authorized Representative shall be binding on the City. C&S designates Daniel Riker as the person who will be responsible for coordinating the services rendered by C&S for the Project.
5. PROJECT BUDGET: See Schedule "B" attached hereto.
6. FEE AND METHOD OF PAYMENT: In exchange for C&S's performance of services for the Project, the City shall pay C&S in accordance with Schedule "B" attached hereto and in accordance with the Terms and Conditions.
7. TERMS AND CONDITIONS: The Terms and Conditions governing the performance of and payment for C&S's services, as well as the respective Project responsibilities

and obligations of the City and C&S and other pertinent matters, are attached to the Agreement as Exhibit "C" and are hereby incorporated by reference herein.

8. SPECIAL REQUIREMENTS: The following Special Requirements applicable to the Project shall serve to amend or supplement of the terms of the Agreement and/or the applicable Terms and Conditions; the unaffected portions thereof shall remain in effect:

Your signature in the space provided below will signify approval of the foregoing and serve as the City's Notice to Proceed to Consultant to provide services for the Project.

Please return this executed Letter-of-Authorization to C&S.

CLIENT:

CITY OF LACKAWANNA

By: _____

Title: _____

Dated: _____

CONSULTANT:

C & S ENGINEERS, INC.

By: _____

Title: _____

Dated: _____

ATTACHMENTS:

Schedule "A": Scope of Services

Schedule "B": Project Fee and Schedule



C&S ENGINEERS
Lackawanna Municipal Brownfield Project
BILLING RATE SCHEDULE
Effective 1/1/21 – 12/31/22

Hourly Labor Rates

<u>Title</u>	<u>Hourly Rate</u>
Vice President	\$200.00
Department Manager	\$185.00
Senior Principal.....	\$180.00
Principal Engineer.....	\$180.00
Managing Environmental Scientist.....	\$175.00
Managing Engineer.....	\$175.00
Senior Project Engineer	\$150.00
Senior Project Environmental Scientist	\$150.00
Senior Designer	\$130.00
Project Environmental Scientist	\$120.00
Project Engineer	\$115.00
Geologist	\$110.00
Engineer	\$100.00
Planner	\$100.00
Environmental Scientist	\$100.00
Staff Engineer.....	\$90.00
Staff Environmental Scientist.....	\$90.00
Design Technician	\$90.00
Administrative Assistant.....	\$75.00

EXHIBIT "C"
TERMS & CONDITIONS
(ENVIRONMENTAL INVESTIGATION AND REMEDIATION MONITORING SERVICES)

These Terms and Conditions govern the performance by or through C&S Engineers, Inc. ("Consultant") of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Client agrees that all Environmental Investigation and Remediation Monitoring Services, including work product and reports to be provided by Consultant, are subject to the following terms and conditions:

1.01 Basic Agreement

Consultant shall provide, or cause to be provided, the scope of services set forth in the letter part of this Agreement (the "Basic Services"), and Client shall pay Consultant for such Services as set forth in the letter part of this Agreement.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Client and Consultant for the method of payment to Consultant.

B. *Preparation of Invoices.* Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practices and submit the invoice to Client.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Client agrees to pay all expenses incurred by Consultant as a result of Client's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Consultant's services by Client, Consultant will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Client and Consultant. Consultant will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Client shall pay Consultant for such additional services as follows: For additional services of Consultant's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly billing rates for each applicable class; plus reimbursable expenses and Consultant's subconsultant charges, if any.

4.01 Client's Responsibilities

Client shall perform the following in a timely manner so as not to delay the services of Consultant under this Agreement. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Consultant may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to Consultant's services for the Project. Consultant shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Client's representatives shall be binding on the Client.

B. Provide, or arrange to provide, the information on the Subject Property's history identified in the attached Scope of Services, including any other available information which Consultant and Client deem pertinent to the project.

C. Furnish to Consultant, as Consultant requires for performance of Consultant's Services (except to the extent provided otherwise in Section 1.01), the following:

1. data prepared by or services of others, including without limitation borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the Subject Property, laboratory tests and inspections of samples, materials and equipment;

2. appropriate professional interpretations of all of the foregoing;

3. previous environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the project, the Subject Property and adjacent areas;

4. property, boundary, easement, right-of-way, topographic and utility surveys;

5. property descriptions;

6. zoning, deed, and other land use restrictions; and

7. other special data or consultations not covered in Section 1.01; all of which Consultant may use and rely upon in performing services under this Agreement.

D. Provide or arrange to provide, Right-of-Entry on the Subject Property by Consultant in order for Consultant to fulfill the Scope of Services described in the letter part of this Agreement or attachment.

E. Furnish, or direct Consultant to provide, Additional Services as stipulated in Section 3.01.

F. Require any contractor(s) retained by client to name Consultant as an additional insured on all Contractor's Liability Insurance Policies.

G. Inform Consultant in writing of any specific requirements of

EXHIBIT "C"
TERMS & CONDITIONS
(ENVIRONMENTAL INVESTIGATION AND REMEDIATION MONITORING SERVICES)

safety or security programs that are applicable to Consultant, as a visitor to the Subject Property.

H. Except as provided in paragraph E, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Reliance on Information

Consultant will rely on information provided by Client, his/her agents, state and local agencies and others, and on the information contained in their files at the time the services are provided. Consultant shall not be held responsible in the event that such information is inaccurate, missing, incomplete, or not provided, and Client agrees to indemnify Consultant, its officers, directors, employees, agents, and/or subconsultants against claims, damages, costs, or losses arising from information supplied or omitted by the Client or those for whom the Client is legally liable. Although there may be some degree of overlap in the information provided by these various sources, Consultant will not attempt to independently verify the accuracy or completeness of any information reviewed or received during the course of any investigation conducted pursuant to the Scope of Services hereunder. Further, the parties agree that Consultant, its officers, directors, employees, agents and/or subconsultants shall not be liable for any claims, damages, costs, or losses arising from or in any way related to conditions not actually encountered during the course of Consultant's services.

6.01 No Liability for Unmarked Utilities

Unless otherwise described in the Consultant's scope of services, Consultant will rely on information from the property owner of the Subject Property as well as Dig Safely New York or other entity responsible for the location of public utilities as appropriate, for the location of any underground utilities on the Subject Property. Client will indemnify and hold the Consultant and the Consultant's subconsultants harmless from any and all claims, losses, damages of any kind or nature, judgments, and expenses, including but not limited to cost of defense, arising out of or in any way connected with unknown or unmarked utilities.

7.01 Hazardous Materials and Indemnification

Oil, hazardous materials (pollutants), or asbestos may exist at a Subject Property where there is no reason to believe they would be present. Should any evidence of the existence or possible existence of such substances be discovered by Consultant during observations at the Subject Property, Consultant will notify Client as soon as practically possible. The discovery of such substances, or their suspected existence, may make it necessary for Consultant to take immediate measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, the public, and/or the environment, and Client agrees to compensate Consultant for the cost of such measures at the Consultant's hourly rate in effect at the time when such services are performed. In addition, Client agrees to waive any claims against Consultant and, to the fullest extent permitted by law, indemnify and hold Consultant harmless from any and all claims, losses, damages of any kind or nature, judgments, and expenses, including but not limited to, cost of defense, arising out of or in any way connected with oil, hazardous materials, pollutants or asbestos at the Subject Property.

8.01 Notification of Regulatory Agencies

In the event that Consultant discovers an environmental condition which

requires notification of regulatory agencies, Client will be so advised. Client shall be responsible for informing the Subject Property Owner/Subject Property Operator who, in turn, is responsible to determine their reporting obligations to the regulatory agencies. Consultant may also be required by local, state, and/or federal law to report discovery of hazardous substances including petroleum to a governmental agency. Consultant will do so, only after notifying Client, when it is practical to do so. Client waives any claim against Consultant, and agrees to take no action of any kind against Consultant when Consultant makes a good-faith effort to fulfill its legal obligations.

9.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Consultant:

1) upon seven (7) days written notice if Consultant believes that Consultant is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven (7) days written notice if the Consultant's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Consultant's control.

3) Consultant shall have no liability to Client on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 9.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent that such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case be more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by Client effective upon the receipt of notice by Consultant.

B. The terminating party under paragraph 9.01.A.1 or 9.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Subject Property, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

EXHIBIT "C"
TERMS & CONDITIONS
(ENVIRONMENTAL INVESTIGATION AND REMEDIATION MONITORING SERVICES)

10.01 Controlling Law

This Agreement is to be governed by the law of the state of New York without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Onondaga County, New York.

11.01 Successors, Assigns, and Beneficiaries

A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Consultant (and to the extent permitted by paragraph 11.01.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.01 General Considerations

A. The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.

D. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project Subject Property or otherwise furnishing or performing any of the work; or for any decision made on interpretations or clarifications of the work plan given by Client without consultation and advice of Consultant.

E. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property

interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Client or others in extensions of the project beyond that now contemplated. Any reuse by Client or others without specific written verification or adaptation by Consultant for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Consultant to further compensation at rate to be agreed upon by Consultant and Client.

F. Client agrees that if Consultant was not employed to provide professional services during the Remedial Design Phase of the Project, then Consultant will not be responsible for, and Client shall indemnify, hold Consultant (and Consultant's professional associates and consultants) harmless, and defend Consultant from all claims, damages, losses and expenses including attorneys' fees, arising out of, or resulting from the services performed during such Phases. Nothing contained in this paragraph shall be construed to release Consultant (or Consultant's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Consultant has undertaken or assumed under this Agreement.

G. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this Agreement commences upon the acceptance of this Agreement (including all exhibits) by Client and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent that such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of third parties; acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

H. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's (including Consultant's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater. Client may negotiate with Consultant in the event that Client wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of

EXHIBIT "C"
TERMS & CONDITIONS
(ENVIRONMENTAL INVESTIGATION AND REMEDIATION MONITORING SERVICES)

liability.

I. Consultant, its officers, directors, employees, agents and/or subcontractors shall have no title to, ownership of, or legal responsibility and/or liability for any and all contamination at the Subject Property, including, but not limited to the groundwater thereunder.

13.01 Opinions of Probable Cost

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over any contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable costs, if any, provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional consultant, familiar with the construction industry; but Consultant cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by Consultant. If Owner wishes greater assurance as to total Project or construction costs, then Owner shall employ an independent cost estimator.

14.01 Dispute Resolution

A. Owner and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 14.01.B below. The thirty (30)-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 14.01.A and only if mutually agreed by Owner and Consultant, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

B. This Section 14.01 shall survive any termination or cancellation of this Agreement.

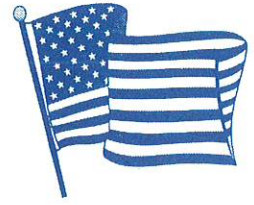
15.01 Total Agreement/Severability

This Agreement (consisting of the letter part of this Agreement this Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Consultant with respect to its subject matter and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



*Law Department
City of Lackawanna*

*714 Ridge Road - Room 313
Lackawanna, NY 14218
Tel: (716) 827-6479 Fax: (716) 827-6480*



January 5, 2022

Jeffery DePasquale, City Clerk
714 Ridge Road
Lackawanna, New York 14218

4

Re: Agreement with Feed More WNY

Dear Mr. DePasquale:

Per the request of the Recreation Director I am requesting the attached contract be placed on the agenda for council approval.

Very truly yours,

A handwritten signature in cursive script that reads "Richard S. Juda, Jr.".

Richard S. Juda, Jr., Esq.
City Attorney

RSJ/df
Enclosure

RECEIVED
JAN 6 11:04
LACKAWANNA CITY CLERK



Memorandum of Understanding Farm Market Program

This document constitutes an agreement between FeedMore WNY and _____, a.k.a. the Farm Market Host Organization (hereinafter referred to as the *Host Organization*). The Host Organization is responsible to provide an appropriate location for FeedMore WNY to park a Farm Market truck and sell food to the general public. FeedMore WNY reserves the right to terminate this agreement at any time and for any reason.

Rules of Hosting:

1. The Farm Market is a program of FeedMore WNY and operates independently of the host organization to provide public access to nutritious foods for purchase.
2. Products made available on the Farm Market truck are for sale to the general public and not distributed for free.
3. Host organization may not restrict access to the Farm Market nor require participation in any host organization events, services, or programs to have access to the Farm Market.
4. Farm Market truck will have a 15 minute window before and after the entire mutually agreed upon schedule in order for the truck to arrive, setup, and then also clean up and leave the site.
5. Access to rest rooms and handwashing areas for shoppers of the Farm Market are encouraged.
6. FeedMore WNY or host site can choose to end partnership at any time if it is determined there is not enough of a clientele to maintain a steady stream of sales or for any other reason.

Host Organization Requirements:

1. Responsible for acquiring all applicable permits, insurance and permissions for FeedMore WNY's Farm Market to sell food on location to the general public.
2. Must provide an appropriate location for truck to park and setup, along with adequate space for individuals to access the location of the truck and to congregate while shopping or waiting to shop at the truck.
3. Must not require shoppers to participate in or sit through religious music, talks, or services to receive food.
4. Allow FeedMore WNY employees access to rest rooms and handwashing facilities at host location.
5. Shoppers may not be discriminated on the basis of race, ethnicity, creed, religious beliefs, age, disabilities, personal values or preferences, gender, veteran status, marital status, sexual preference or any other categorization.
6. Notify FeedMore WNY at least two weeks in advance of any facility closure or inability for Farm Market to utilize space at the host organization.
7. Provide notification of any changes to Farm Market schedule through all available means of communication, including flyers and social media.
8. Agree to allow other FeedMore WNY programming to accompany the Farm Market that would benefit the shoppers, such as SNAP Outreach, food tasting demonstrations, nutrition education, etc.
9. Must practice active means of encouraging utilization of Farm Market to all segments of the community, including posting informational flyers, distributing brochures, or posting events on social media.
10. The Host Organization must notify FeedMore WNY whenever it receives notice of any allegation or problem associated with the distribution or quality of the food distributed at the Farm Market.

FeedMore WNY Requirements:

1. Provide a regular, mutually agreed upon schedule for the Farm Market to be available on location at the host site.
2. Ensure that all materials, foods, and equipment are brought on site and removed at end of each distribution.
3. Practice active means of encouraging utilization of Farm Market at the host location to all segments of the community, including posting informational flyers, distributing brochures, or posting events on social media.
4. Notify the host site as soon as possible of any changes in the Farm Market schedule.

5. Agrees to assume any and all responsibility for food product liability relating to any act or failure to act by the Farm Market with the improper distribution, storage, transportation, preparation or service of the food up to the point the shopper takes possession of their purchase.
6. Agrees to ensure that operators of the Farm Market are trained and licensed to operate all necessary equipment provided by FeedMore WNY for the operation of the Farm Market, and all equipment, including trucks, are fully insured and up-to-date on applicable inspections and permits.

FeedMore WNY Partners: Working with the Farm Market is meant to provide community members with alternative access to purchase nutritious food items, and it is not replace your current client services. If the Programs and Services Department feels your participation in this program is negatively impacting your current food related services, FeedMore WNY will reevaluate this MOU and has the right to terminate or modify this agreement as appropriate.

AUTHORIZED SIGNATURES

 Host Organization Name _____
 Host Organization Phone

Print _____
 Program Administrator (The person authorized to execute an agreement) _____
 Contact #

Sign _____
 Program Administrator _____ _____
 Date Email Address

 Mailing Address (For regular mailings and communications)

Print _____
 Site Administrator (The person who gives permission to use the space) _____
 Contact #

Sign _____
 Site Administrator (Signature) _____ _____
 Date Email Address

 Delivery Address (For the event)

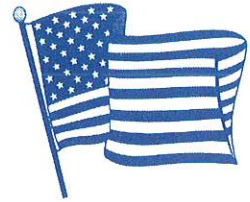
Return a signed copy of this MOU by mail, fax, or email.

Elyse Burgher
 Nutrition Services Director
 FeedMore WNY
 91 Holt Street
 Buffalo, NY 14206



*Law Department
City of Lackawanna*

*714 Ridge Road - Room 313
Lackawanna, NY 14218
Tel: (716) 827-6479 Fax: (716) 827-6480*



January 12, 2022

Jeffery DePasquale, City Clerk
714 Ridge Road
Lackawanna, New York 14218

5

Re: Assistant City Attorney Residency Resolution

Dear Mr. DePasquale:

Please put the attached resolution on the agenda for council approval.

Very truly yours,

A handwritten signature in cursive script that reads "Richard S. Juda, Jr.".

Richard S. Juda, Jr., Esq.
City Attorney

RSJ/df
Enclosure

2022 JAN 12 PM 11:42

Richard S. Juda, Jr., City Attorney

RESOLUTION NO. _____, 2022

SA

WHEREAS, Heather Baumerister, Assistant City Attorney was duly appointed Assistant City Attorney for the City of Lackawanna by City Attorney Richard S. Juda, Jr., on January 5, 2022; and

WHEREAS, the City Council is empowered to waive the requirement of residency in those instances where the employer has difficulty hiring or promoting the most qualified person because of the residency requirement;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Chapter 5-38 of the Municipal Code of the City of Lackawanna the residency requirement for Richard S. Juda, Jr., City Attorney be and the same is hereby waived.

THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY.

Dated: _____, 2022
Lackawanna, New York

APPROVED:

Annette Iafallo
Council President

APPROVED
AS TO FORM AND SUFFICIENCY

Richard S. Juda, Jr.
City Attorney

2022 JAN 12 AM 11:42

RECEIVING
LACKAWANNA CITY CLERK

OFFICE OF THE DIRECTOR
OF RECREATION AND PARKS



CITY OF LACKAWANNA
ERIE COUNTY, NEW YORK

Brian Lakso
Director

CITY HALL --- ROOM 219, 714 RIDGE ROAD
LACKAWANNA, NEW YORK 14218
PHONE: 716-827-6455 FAX: 716-827-6463
Recreation@LackNY.com

January 11, 2022

6

Honorable City Council President
Honorable City Council Members
714 Ridge Rd.
Lackawanna, NY 14218

Honorable Members of City Council:

The LA Sports Club Inc. is requesting your Honorable Body to authorize their use of Veterans Stadium and Victory Playground for Flag Football games and practices as indicated in their included schedule.

They are also requesting use of the Lackawanna Senior Center on Mondays from 2/28/2022 to 4/11/2022 for their Chess Club.

None of these requests create a conflict with my department's regularly scheduled activities.

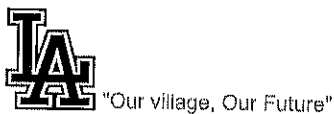
LA Sports Club Inc. has provided proof of valid insurance.

Sincerely,

Brian Lakso
Director of Parks & Recreation

2022 JAN 11 AM 11:14

RECEIVED
CITY CLERK



L.A. Sports Club

PO Box 309

Lackawanna, NY 14218

PH: (716)930-0578 Email: lasportsclub716@gmail.com

Est. 2017

Dear Honorable Council Members:

First we would like to thank you for the opportunity to review our request. We at LA Sports Club would like to request that we have access to the Lackawanna Senior Center LA Sports Club chess program we will be having in the year 2022

We would like to request the senior center from 6pm-730pm every Monday starting 2/28/2022-4/11/2022. (2/28, 3/7, 3/14, 3/21, 3/28, 4/4, 4/11)

Attached to this letter is a copy of our current Covid-19 policy and waivers that covers the city. We think this is a great idea for the community and we would love for the center to be available to us. We look forward to working together for the community.

Sincerely,

Darrell Glover Jr

President

 Lackawanna Sports Club Inc.

Ph: (716) 930-0578

Email: lasportsclub716@gmail.com

Website: www.lasportsclub716.com



L.A. Sports Club

PO Box 309
Lackawanna, NY 14218
PH: (716)930-0578 Email: lasportsclub716@gmail.com
Est. 2017

Dear Honorable Council Members:

First we would like to thank you for the opportunity to review our request. We at LA Sports Club would like to request that we have access to Veterans Memorial Stadium and Victory Playground for our LA Sports Club Flag Football Showcase we will be having over the course of the summer.

We would like to request Veterans Stadium every Saturday and Sunday (9am-9pm) for games, and request Victory Playground every Tuesday & Thursday (530pm-8pm) for practice, from April 26th, 2022 until June 25th, 2022. We will be hosting a LASC Flag Football Showcase for the community. We will be partnering with NFL Flag; we will provide the equipment, as well as insurance for the field to host such event.

Attached to this letter is a copy of our current insurance policy that covers the city of Lackawanna. We think this is a great idea for the community and we would love for the field to be available to us. We look forward to working together for the community.

Sincerely,

Darrell Glover Jr

President

 Lackawanna Sports Club Inc.

Ph: (716) 930-0578

Email: lasportsclub716@gmail.com

Website: www.lasportsclub716.com



"Our village, Our Future"
LACKAWANNA SPORTS CLUB INC.

PO Box 309
Lackawanna, NY 14218
PH: (716)903-0578 Email: lasportsclub716@gmail.com
Website: www.lasportsclub716.com
Est. 2017

LASC

2020 Flag Football Guidelines

SPECTATOR SEATING AND ADMISSION

- Do not enter the event if you, or anyone you live with, are exhibiting any signs of illness including sneezing, coughing, sniffles, fever or generally don't feel well.
- Only players, coaches and referees are able to view the game from the sidelines and field.
- The number of spectators per athlete household will be limited to two family members.
- Spectators may not congregate behind player benches or sidelines and must abide by social distancing guidelines, maintaining 6 feet of distance from other spectators.
- Spectators must be 30 feet (10 yards) from the field of play.
- All spectators are required to wear face masks.
- Spectators should bring their own seating to the event to better maintain proper distance from other spectators.
- We will limit bleacher seating. If bleacher seating is used, spectators must maintain social distancing guidelines and remain 6 feet away from other attendees.

PLAYER/COACH AREA/SIDELINE

- Athletes and coaches from each team must be on opposite sides of the field.
- The sidelines of the fields must be clear of spectators so that athletes and coaches can maintain social distancing guidelines.

GAME PROTOCOL

- At check-in, the athlete's temperature will be taken before they are able to participate in any games that day.
- Every time a coach, player or referee gets to the field to start a game they must sanitize their hands at the hand sanitizing station.
- Teams will be escorted on/off the fields before and after games, by the coach. Teams should refrain from congregating around the field prior to their games.
- At the pregame meeting and throughout the game, coaches and referees will not be allowed to shake hands or have any physical contact with each other.
- Players and coaches are asked to refrain from high fives or any other physical gestures of celebration.
- Eliminate huddles.
- We suggest each player should have QB wristbands containing plays/formations. Coaches should call the play number from the sideline.
- If the coach must meet with a player or the team, each member of the team must be 6 feet apart.
- Players should refrain from picking up other players' flags off the ground.



"Our village, Our Future"

LACKAWANNA SPORTS CLUB INC.

PO Box 309

Lackawanna, NY 14218

PH: (716)903-0578 Email: lasportsclub716@gmail.com

Website: www.lasportsclub716.com

Est. 2017

- At the conclusion of the game, players will be asked to forego the sportsmanship line at the end of the game. Instead we are asking for each team to line up across from each other on their sideline and give a round of applause as a salute to the other team to promote sportsmanship.
- Teams are asked not to congregate around the fields or in public areas when not participating in game play.

EQUIPMENT

- Players and Coaches are to use their own hand sanitizer and disinfectant wipes before, during and after the games, and whenever appropriate, such as if/when coming into contact with the ball or any other players, coaches or shared equipment.
- Refrain from sharing equipment in general.
- Each team is responsible for disinfecting their flags with disinfectant provided by Lackawanna Sports Club, before, at halftime, and after a game.
- Athletes are required to wear masks when on sideline.
- Coaches must wear face masks at all times.
- Players should be discouraged from removing and re-inserting mouth guards while on the field. If a mouth guard falls out, players should be instructed not to re-insert in until it can be sanitized with clean hands.
- All players should bring a personal water bottle with their name on it to use during the game. There will be no communal coolers with Gatorade or water at the fields.

REFEREES

- Refs are required to wear facemasks.
- The coaches should confirm the score verbally with the officials at the end of the game.

FIELD LAYOUT

- Games will be scheduled to allow spacing on fields and minimize the number of spectators and teams at the location at one time.
- Games will be scheduled with 20-minute breaks in between to allow those to leave and other to arrive with minimal interactions.
- **Teams and spectators are asked to leave as soon as their game is ended!**

For Any questions please feel free to contact league director: Darrell Glover (716)930-0578.

Disclaimer: Most information was retained from the CDC website on how to return to play safely.

COVID-19 Response & Safety Guidelines for ALL LASC Summer Activities

Coach-Mentors

- Temperature will be taken and recorded prior to practice (Any Temp over 100.4 will be sent home)
- Coaches who are not feeling well will be asked not to attend practice
- Coaching staff are required to wear face coverings and hand sanitize throughout practice

Parents/Guardians

- Face coverings will be required - we will provide a mask to those that need them
- All spectators will be limited to 2 per child
- All spectators will be required to stay distant from each other and the fields
- Spectators will be asked to not attend if they are not feeling well

Players

- Arrival and dismissal times will be staggered
- Players will have their temperatures taken and recorded upon arrival
- Players will use hand sanitizer before the start of practice
- Players will be separated into small groups with 1 coach
- Groups will remain the same each day
- Program will be modified to limit player interaction, focusing on individual drills & skills
- Players will be provided their own space marked by cones or chalk to comply with social distancing guidelines
- Players will keep water at their space with them
- Players will be given their own cleaned and sanitized ball to use throughout practice each day of practice, or bring their own ball.
- Pennies and other shared equipment will not be used
- Players will be asked to not attend practice if they are not feeling well

Above are our Covid-19 Guidelines and waiver. By signing below you are agreeing to the guidelines while you're participating in LAS activities. Also by signing this waiver you waive the ability to sue Lackawanna Sports Club Inc., and or its staff and facilities for any liability for getting injured or sick due to Covid-19.

Player Name: _____

Date: _____

Parent Name: _____

Parent Signature: _____



Department of Public Works City of Lackawanna

714 Ridge Road – Room 311
Lackawanna, NY 14218
Tel: (716) 827-6425 Fax: (716) 827-1866

7

1/11/2022

Honorable Council,

I request that the Council approve sending Pete O'Connor to Signal Troubleshooting and Maintenance training March 21, 2022 through March 25, 2022 and August 15, 2022 through August 19, 2022.

If you have any questions, please contact me.

Thank you,

A handwritten signature in cursive script that reads "Anthony DeSantis".

Anthony DeSantis
Commissioner of Public Works

2022 JAN 12 AM 10:02

ANTHONY DESANTIS
COMMISSIONER

Anthony DeSantis, Commissioner

7A

ORDINANCE

AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE ADOPTED MAY 18, 2021.

BE IT ENACTED by the City Council of the City of Lackawanna, New York as follows:

SECTION 1. That the 2021-2022 Budget Ordinance adopted May 18, 2021 is hereby amended to increase appropriations for account A.3020.0468.0000 Communication System – Training by \$5,000.00.

SECTION 2. That the 2021-2022 Budget Ordinance is hereby amended to decrease A.3020.0101.0000 Communication System – Personal Services by \$5,000.00.

THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

Dated: _____
Lackawanna, New York

APPROVED:

Annette Iafallo
Mayor

**APPROVED
AS TO FORM AND SUFFICIENCY**

City Attorney

2022 JAN 12 AM 10:02

RECEIVED
LACKAWANNA CITY CLERK

LACKAWANNA CITY CLERK

Jeffrey P. DePasquale
City Clerk
Registrar of Vital Statistics



(8)

January 12, 2022

Honorable Council President
Honorable Council Members
714 Ridge Road
Lackawanna, NY 14218

Dear City Council Members,

As you know, with the recent departure of one of our bingo inspectors, we are shorthanded. I am requesting your honorable body approve appointing Karen R. Pulinski, 9 Sunrise Drive, Lackawanna to fill the unexpired term of bingo inspector Susan Brockenshire.

Thank you for your time and consideration in this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jeffrey P. DePasquale".

Jeffrey P. DePasquale
City Clerk

Cc: File

RECEIVED
JEFFREY P. DEPASQUALE
CITY CLERK
2022 JAN 12 AM 11:50

Arc J. Petricca
Attorneys and Counselors at Law
605 Ridge Road
Buffalo, New York 14218

Telephone: (716) 823 7111

Facsimile: (716) 823 7680

January 3, 2021

(9)

Jeffrey P. DePasquale
Lackawanna City Clerk
City of Lackawanna
714 Ridge Road, Room 215
Lackawanna, New York 14218

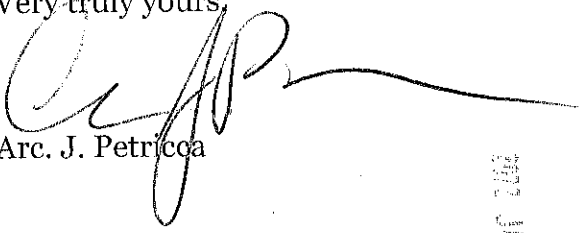
Dear Mr. DePasquale:

Please put this matter on your agenda at the next Council Meeting.

I request a Commissioner of Deeds for the appointment of Madison Ambuski, residing at 8 Lordan Drive, Cheektowaga, New York. She is employed in my office as a paralegal.

Thank you for your assistance.

Very truly yours,


Arc. J. Petricca

AJP/ma

2021 JAN -6 PM 11:22

JEFFREY P. DEPASQUALE
LACKAWANNA CITY CLERK