

CITY OF LOCKPORT
COMMON COUNCIL MEETING AGENDA
REGULAR MEETING
May 31, 2023
6:30 P.M.

6:00 P.M.

Committee of the Whole Meeting

6:30 P.M.

Common Council Meeting

ROLL CALL

APPROVAL OF MINUTES

Beakman: Approve Common Council minutes of
053123.1 May 10, 2023

COMMUNICATIONS

**MOTIONS &
RESOLUTIONS**

XXXX: Permission granted by LCSD the
053123.2 to hold July 4th fireworks on Lkpt school district
property

XXXX: Grant permission to WNY disc golf for
053123.3 event on 5/28.

XXXX: Grant permission to Lockport Wildcats to use
053123.4 Outwater Park and Community pool locker
rooms

XXXX: Grant permission to The Bloom Committee to
053123.5 hold Lockport in Bloom 7/14 – 7/16.

XXXX: Grant permission to the Kenan Center Inc.
053123.6 to hang American Craftsman banner from
5/24/2023 through 6/4/2023 to promote the
event.

XXXX: Grant permission to My Brother's Keeper
053123.7 (MBK) for event on 6/10 in Dolan Park

XXXX: Grant permission to Cornell Cooperative
053123.8 to hang banner across East Ave at Davison
Rd. to promote the 2023 Niagara County Fair

XXXX: Grant permission to the Lockport YMCA
053123.9 to hold "Fitness in the Parks"

XXXX: Budget amendment for NSDOT funding
053123.10

XXXX: 053123.11	Wastewater treatment equipment rental
XXXX: 053123.12	Authorize purchase of additional 12 ton truck
XXXX: 053123.13	Temporary Increase to Bulk item Allowance
XXXX: 053123.14	Permission requested from the Lockport 18U team to reserve Outwater Park for 6/13 and 6/20.
XXXX: 053123.15	USDA Forest Service Urban and Community Forestry Grant Application
XXXX: 053123.16	RB Mac request for road closures during construction at Rubberform Recycled Products
XXXX: 053123.17	Payment In Lieu of Tax Pilot Agreement (PILOT) Autumn Gardens
XXXX: 053123.18	Grant permission to the residents of Berkley Drive to hold a block party
Beakman: 053123.19	Grant permission to residents of Lakeview Drive to hold a block party
Beakman: 053123.20	Adjourn meeting to June 14th, 2023.

ADJOURNMENT

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

May 31st, 2023
6:30 P.M.

Mayor Michelle M. Roman called the meeting to order.

ROLL CALL

The following Common Council members answered the roll call:
Aldermen Beakman, Devine, Fogle, Swanson-Gellerson, Kantor, and Lupo.

INVOCATION

MAYOR'S UPDATE

RECESS

Recess for public input.

053123.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of May 11th, 2023 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:

5/8/2023 Matthew Sova, 233 High Street, Lockport, NY 14094 appointed to the City of Lockport Audit Committee.

5/12/2023 Scott Cercone, 353 Hawley Street, Lockport, NY 14094 appointed to the City Of Lockport's Parks Board.

5/26/2023 Scott Previte, 54 Regent Street, Lockport, NY 14094 appointed to Network Coordinator for the city of Lockport IT Department.

FROM THE CITY CLERK

The Clerk submitted payrolls, bills for services and expenses, and reported that the Department Heads submitted reports of labor performed in their departments. Reviewed by the Finance Committee.

Communications (which have been referred to the appropriate City officials)

4/20/2023 Letter from Kenan Center requesting permission to hang banner in promotion of the 52nd Annual American Craftsman event.

5/8/2023 Cornell Cooperative Extension of Niagara County requesting permission to hang banner in promotion of the 2023 Niagara County Fair.

5/9/2023 Kyle and Dawn Lambalzer, Matthew and Danielle Warchocki, 2023 Lockport in Bloom Committee- request permission to hold their 20th Annual Garden Walk on July 14th and 15th and 16th. Also request permission to place signs in Lockport parks promoting same.

05/10/2023 Holly Dickinson, on behalf of the Lockport City School District My Brother's Keeper (MBK) Program Advisory Council – request permission to use Dolan Park for end of year "MBK Celebration" on June 10, 2023.

5/12/2023 NYSDOT requesting designation of restricted highway on Saunders Settlement Road, continuing on West Avenue through West Genesee Street in both east and west bound directions.

5/15/2023 Amy Castle and Jonathan George request permission to open a retail dispensary on 20 Lock Street, Lockport, NY.

5/22/2023 Terry Bryant, Pastor, God's Voice Ministries, Lockport, NY – requesting permission to use Altro Park for their 3rd Annual "Community In Unity" event held at on August 12, 2023.

5/18/2023 Deborah A. Coder, Assistant Superintendent for Finance and Management Services for Lockport City School District, confirming the Board of Education approved the City's use of the athletic field at Aaron Mossell Junior High School for its July 4th fireworks display.

5/25/2023 Ellen Martin requesting to block off Berkley Drive from Sargent to the dead end on June 21st.

Referred to Committee of the Whole.

Notice of Complaint:

5/1/2023	77 Webb Street – tree
5/3/2023	265 Pine Street - tree
5/4/2023	184 Locust Street – dead tree removal
5/5/2023	159 Washington Street – tree branches
5/11/2023	239 Niagara Street – dead tree
5/25/2023	86 N Adam Street – tree in front of home
5/20/2023	120 West Grant St. – tree in front of home
5/22/2023	Akron Rd and Davison Road – dips in the road and pothole in front of 622 Davison Rd.

Referred to the Director of Highways, Parks and Water Distribution.

MOTIONS & RESOLUTIONS

053123.2

By Alderman _____:

Whereas, the City of Lockport has entered into a contract with Young Explosives Corporation for Fourth of July fireworks at a cost of \$8,000; and

Whereas, the Lockport City School District has given approval for the use of the Aaron Mossell Junior High School Athletic Field for said fireworks display at dusk on July 4th with a rain date of July 5th;

Now, therefore, be it resolved, that pursuant to the request of the Chief of Police, Corinthia Street will be closed between Trowbridge and Prospect Streets, and Passaic Avenue will be closed between Green and Corinthia Streets, and be it further;

Resolved that the City Clerk will obtain certificate of insurance naming the Lockport City School District as additional insured and be it further;

Resolved, that the Director of Highways, Parks and Water Distribution be, and the same is hereby authorized and directed to arrange for delivery of barricades to said area prior to said event.

Seconded by Alderman _____ and adopted. Ayes _____.

053123.3

By Alderman _____:

Resolved, that pursuant to their request, permission is hereby granted to WNY Disc Golf Club to conduct a Tournament at Outwater Memorial Park on May 28, 2023, from 7 am until 6 pm, and be it further

Resolved that said permission is subject to WNY Disc Golf Club filing a certificate of insurance with the City Clerk naming the City of Lockport as additionally insured.

Seconded by Alderman _____ and adopted. Ayes _____.

053123.4

By Alderman _____:

Whereas, the City is the owner of Exchange Field at Outwater Park and the Rotary Club Community Pool's Men's Locker Room located on Corinthia Street, Lockport, New York.

Whereas, Lockport Wildcats Minor Professional Adult Football team wishes to use said field and locker rooms for the purpose of playing semi-professional football on the following dates: 6/10, 7/8, 7/15, 8/5, 8/19 and 8/26.

Whereas the Wildcats have partnered with Lockport Little Loop football club this season to bring Saturday night entertainment to the Lockport community.

Whereas, Lockport Wildcats Minor Professional Adult Football is a For-Profit organization that promotes social welfare and physical fitness and it lessen the burdens of government by promoting the participation of people in sports, thereby enhancing their quality of life, by providing a public venue or venues for sports and recreational activities in the City of Lockport, New York.

Seconded by Alderman _____ and adopted. Ayes _____.

053123.5

By Alderman _____:

Resolved, that pursuant to their request, the Lockport In Bloom committee is hereby granted permission to conduct their 20th annual Lockport In Bloom "City Garden Tour 2023" event the weekend of Friday July 14th 6:00pm-10:00pm, Saturday July 15th 10:00am-4:00pm and Sunday, July 16th, 10:00am-4:00pm, and be it further

Resolved, that permission is also granted to place signs advertising the event in 3 city parks, Children's Memorial Park on Transit Rd, Locust Street Park and Ida Fritz Park.

Seconded by Alderman _____ and adopted. Ayes _____.

053123.6

By Alderman _____:

Resolved, that pursuant to their request, the Kenan Center, Inc. is hereby granted permission to erect a banner across East Avenue at Davison Road at least 17 feet from the ground to promote the 52nd Annual 100 American Craftsman event from May 24th through June 4th, 2023. Said permission is subject to the Kenan Center filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes _____.

053123.7

By Alderman _____:

Resolved, that pursuant to their request, the Lockport City School District My Brother's Keeper (MBK) Program Advisory Council is hereby granted permission to use Dolan Park for their end of year MBK Celebration on Saturday, June 10, 2023 beginning at 9 am.

Subject to Lockport City School District filing a certificate of insurance with the City Clerk, naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes _____.

053123.8

By Alderman _____:

Resolved, that pursuant to their request, Cornell Cooperative Extension of Niagara County is hereby granted permission to erect a banner across East Avenue to promote the 2023 Niagara County Fair from July 26th through August 6th. Said permission is subject to the Cornell Cooperative Extension of Niagara County filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes _____.

053123.9

By Alderman _____:

Resolved, that pursuant to their request, the YMCA of Buffalo Niagara, is hereby granted permission to conduct the "Fitness in the Parks" program at Nelson C Goehle Marina Park (Widewaters), Sundays and Thursday's and Outwater Park on Monday's; beginning June 4, 2023 until August 28, 2023. All classes free and open to members of the community. Said

permission is subject to the YMCA of Buffalo Niagara filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes ____.

053123.10

By Alderman _____:

Whereas, the NYS Department of Transportation has awarded the City of Lockport a total of \$2,411,485.60 in CHIPS, PAVE NY, EWR, STR, and POP funding for the FY 2023 capital budget year; now, therefore, be it

Resolved, that the FY 2023 Capital Fund budget is amended to add the apportioned balances as follows:

Revenue:

Increase

H082.5112.33501	Consolidated Highway Aid	\$1,238,468.02
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H208.5112.33501	Consolidated Highway Aid	\$1,173,017.58
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Expense:

Increase

H082.5112.52450	Infrastructure – Roads	\$1,238,468.02
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H208.5112.52450	Infrastructure – Roads	\$1,173,017.58
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Seconded by Alderman _____ and adopted. Ayes ____.

053123.11

By Alderman _____:

Whereas the Chief Operator of Wastewater Treatment has proposed a plan to remove debris from the diffusers (mixing zone) at the creek, redo the biofilter at the Compost plant, and to help redirect water during high flows away from the plant property; and

Whereas said plan requires further equipment that is not currently available with that of City-owned equipment, but is available via short term leases; and

Whereas funding has not been allotted for this purposes;
Now therefore be it resolved that the FY 2023 Sewer Fund Operating Budget is amended as follows:

Expense

Decrease

G.1900.54775	Contingency	\$5,500
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Increase

G.8130.54065	Equipment Rental / Lease	\$5,500
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Seconded by Alderman _____ and adopted. Ayes ____.

053123.12

By Alderman _____:

Whereas, the NYS Department of Transportation has awarded the City of Lockport \$781,155.13 in CHIPS funding in the FY 2023 capital budget;

Whereas, the Director of Streets, Parks, and Water Distribution has recommended to purchase a 12-ton truck for street operations that are eligible for CHIPS reimbursement;

Whereas, a quote from Kenworth and Viking under Onondaga pricing agreement #8996 provides said equipment for a total price of \$217,281 and is within the parameters of the procurement policy;

Now therefore be it resolved, that the City is authorized to enter into a purchasing agreement with Kenworth and Viking and to utilize account number H082.5112.52450.

Seconded by Alderman _____ and adopted. Ayes ____.

053123.13

By Alderman _____:

Whereas, the City of Lockport recognizes the importance of providing efficient waste management services to its residents and businesses; and

Whereas, the current bulk item allowance of one item per single, two, and three family units, as well as commercial and industrial properties, may not adequately meet the needs of the community during certain months; and

Whereas, the City of Lockport aims to ensure the responsible disposal of bulk items while maintaining cleanliness and orderliness within the community; and

Now, therefore, be it resolved, by the City Council of the City of Lockport, that the following temporary allowance is hereby approved:

- Effective from June to August 2023, the bulk item allowance for single, two, and three family units, as well as commercial and industrial properties, shall be increased from one item to two items.
- The additional bulk item allowance shall apply to the specified months only, and the previous limit of one item shall be reinstated outside of this period.

Seconded by Alderman _____ and adopted. Ayes ____.

053123.14

By Alderman _____:

Resolved, that pursuant to their request, 18 U Travel Baseball League, is hereby granted permission to use the baseball field at Outwater Park for their 2023 Travel Baseball Team, subject to approval of the schedule by the Highways & Parks Department, for June 13th and June 20, 2023, and be it further

Resolved, that 18 U Travel Baseball League file a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted. Ayes ____.

053123.15

By Alderman _____:

Whereas, the City of Lockport (City), is seeking a grant from the Inflation Reduction Act Funding Opportunity and intends to submit via the online portal to the USDA Forest Service Urban & Community Forestry, and;

Whereas the City of Lockport is applying for a waiver for the city match, as the city meets the requirements in four (4) census tracts, 36063023500, 36063023600, 36063023700, and 36063023800, and;

Whereas, the Inflation Reduction Act through USDA Forest Service Urban & Community Forestry is authorized to fund \$150,000 of the project budget for The City of Lockport Street Tree Canopy Restoration project;

Now, therefore, be it:

Resolved that the City of Lockport authorizes and appropriates a minimum of 0% local match as per the waiver, by the USDA Forest Service Urban & Community Forestry program for The City of Lockport Street Tree Canopy Restoration project. Under the USDA Forest Service Urban & Community Forestry, this local match will be 0%. The Mayor may increase this local match through the use of in-kind services without further approval from the City.

Authorization for representative to sign documents:

Whereas, Nussbaumer & Clarke, Inc. is authorized to prepare a grant application on behalf of the City of Lockport (City) via the online portal to USDA Forest Service Urban & Community Forestry program for The City of Lockport Street Tree Canopy Restoration project in the amount of \$150,000; and

Whereas, the Mayor is authorized to sign the grant application for The City of Lockport Street Tree Canopy Restoration project via the USDA Forest Service Urban & Community Forestry on behalf of the City of Lockport and will sign the Grant Agreement with the USDA and any and all other contracts, documents and instruments necessary to bring about the Project if a grant is awarded;

Now, therefore, be it:

Resolved that the Mayor is authorized to sign a grant application in the amount of \$150,000 on behalf of the City for The City of Lockport Street Tree Canopy Restoration project via USDA Forest Service Urban & Community Forestry, and;

Be it further resolved that should a USDA Forest Service Urban & Community Forestry grant be awarded to the City for The City of Lockport Street Tree Canopy Restoration project, the Mayor is authorized to execute a Grant Agreement with the USDA and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City's obligations under the USDA Forest Service Urban & Community Forestry Program through USDA.

Seconded by Alderman _____ and adopted. Ayes _____

053123.16

By Alderman _____:

Whereas, Rubberform Recycled Products, located at 75 Michigan Street, will be installing a new roof on the building, and will need a crane to pick up the materials onto the roof. Rubberform Recycled Products estimates that they will need the crane situated on South Niagara Street, for a duration of approximately 3-4 weeks; and

Whereas, the crane situated on South Niagara Street will require a road closure for the entirety of the duration of approximately 3-4 weeks; and
Now therefore be it:

Resolved, that pursuant to their request, RB Mac Construction, the general contractor for RubberForm Recycled Products, is hereby granted permission to barricade South Niagara Street to through traffic, from Michigan Street and extending approximately six-hundred (600) feet west along South Niagara Street beginning on June 1st and ending on or about the week of June 26th; subject to approval of the closure by the Police Chief and Fire Chief; and be it further

Resolved, that said permission is subject to RB Mac Construction filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured; and be it further

Resolved, that RB Mac Construction send a letter to affected residents and local businesses informing them of the closure of South Niagara Street to through traffic, no later than May 22, 2023, with a copy of same provided to the City Clerk's Office; and be it further

Resolved, that RB Mac Construction will provided all barricades, cones, 'detour', and 'street closed' signs as required.

Seconded by Alderman _____ and adopted. Ayes _____

053123.17

By Alderman _____:

WHEREAS, the City of Lockport is prepared to enter into a Payment In Lieu Of Tax agreement with Capital Realty Group, Inc., regarding the property commonly known as Autumn Gardens Phase II; and

WHEREAS, the Project is located within the boundaries of the City of Lockport; and

WHEREAS, Capital Realty Group shall agree to make Payments in Lieu of Real Estate Taxes ("PILOT Payments") pursuant to this Agreement with respect to the Project; and

WHEREAS, the PILOT Payments contemplated by this Agreement are in lieu of Real Estate Taxes which may be payable with respect to the Project during the term of this Agreement;

NOW, THEREFORE, in consideration of the matters above recited, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Mayor is hereby directed and authorized to enter into the PILOT agreement with Capital Realty Group, subject to Corporation Counsel review.

(1) The payments in lieu of taxes ("PILOT") period is to commence on January 1, 2024 (the Commencement Date), and be concurrent with the Project's use as apartment units for the community, but shall in no event exceed twenty (20) years from the Commencement Date.

(2) Beginning with the first fiscal year following the Commencement Date, and continuing through the twentieth (20th) fiscal tax year following, Capital Realty Group shall make annual payments in lieu of general real estate taxes on the property located at 800-822 East High Street, Lockport, commonly known as Autumn Gardens Phase II, in the amount of \$25,445 with a three percent (3%) annual escalation for each of five (5) years, then four percent (4%) for each of eight years, and finally five percent (5%) for each of seven years. Such payments shall be due and payable on January 1st of each year.

(3) In the event of a default in payment of the PILOT agreement contemplated by this resolution, the City shall retain all rights afforded it under law and the PILOT Agreement.

Seconded by Alderman _____ and adopted. Ayes _____

053123.18

By Alderman _____:

Resolved, that pursuant to their request, permission is hereby granted to the residents of Berkley Drive, through the Lockport Public Arts Council, to barricade said street from Sargent to the dead end on June 21, 2023 from 5-9pm for a block party, and be it further

Resolved, that the Director of Highways, Parks and Water Distribution be and the same is hereby authorized and directed to arrange for delivery of barricades, picnic tables and refuse containers to the area during the week prior to said event; and be it further

Resolved, that if the Lockport Public Arts Council wishes to erect a tent on the Parkway during the term of the picnic, it shall obtain insurance coverage for same, naming the City of Lockport as an additional insured as its interests may appear.

Seconded by Alderman _____ and adopted. Ayes _____

053123.19

By Alderman Beakman:

Resolved, that pursuant to their request, permission is hereby granted to the residents of Lakeview Parkway, through the Lakeview Parkway Association, to barricade said street on June 24, 2023, with a rain date of June 25, 2023, for a block party, and be it further

Resolved, that the Director of Highways, Parks and Water Distribution be and the same is hereby authorized and directed to arrange for delivery of barricades, picnic tables and refuse containers to the area during the week prior to said event; and be it further

Resolved, that if the Lakeview Parkway Association wishes to erect a tent on the Parkway during the term of the picnic, it shall obtain insurance coverage for same, naming the City of Lockport as an additional insured as its interests may appear.

Seconded by Alderman _____ and adopted. Ayes _____

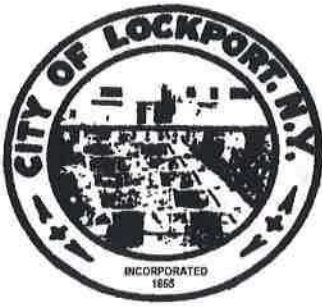
053123.20

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, June 14, 2023.

Seconded by Alderman _____ and adopted. Ayes _____

SARAH K. LANZO
City Clerk



Office of the

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

Mayor

May 8, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Matthew Sova, 233 High Street, Lockport, NY 14094 to the City of Lockport Audit Committee.

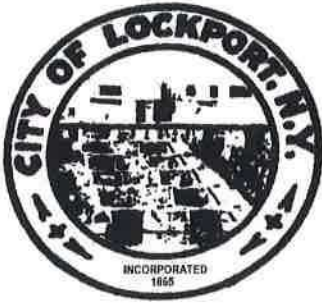
Witness my hand and the seal of the City of Lockport, New York this 8th day of May 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: M. Sova
T. Russo



LOCKPORT MUNICIPAL BUILDING

Office of the

One Locks Plaza
Lockport, New York 14094

Phone (716) 439-6665

Fax (716) 439-6668

Michelle M. Roman
MAYOR

Mayor

May 12, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Scott Cercone, 353 Hawley Street Lockport, NY 14094 to the Parks Board.

Said term expires on January 12, 2027.

Witness my hand and the seal of the City of Lockport, New York this 12th day of May, 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: S. Cercone



Office of the Mayor

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

Date: May 26, 2023

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Scott F. Previte, 54 Regent Street, Lockport NY 14094 to Network Coordinator for the City of Lockport IT Department effective May 25, 2023.

Said appointment is Permanent and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

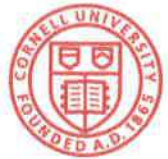
Witness by hand and the Seal of the City of Lockport this 26^h day of May 2023.

Michelle M. Roman
Mayor

MMR/mal

cc: S. Previte
Civil Service

Cornell Cooperative Extension | Niagara County



May 8, 2023

Sarah K. Lanzo, City Clerk
City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

MAY 11 2023
CITY CLERK OFFICE

RE: Street Banner for 2023 Niagara County Fair

Cornell Cooperative Extension of Niagara County is asking for permission to erect a Fair banner across East Avenue at Davison Road from July 26 until August 6, 2023 to promote the 2023 Niagara County Fair. If approved, please state our name in the resolution as Cornell Cooperative Extension, Niagara County.

Upon approval CCE will send payment of \$50 for the banner to be erected along with a Certificate of Insurance. Thank you.

Sincerely,

Justin P. Rogers
Executive Director/Fair Director

Growing Minds, Growing Communities

Lockport 4487 Lake Avenue Lockport, NY 14094 | 716.433.8839 Web: cceniagaracounty.org

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.

Cc: Michelle Roman <mroman@lockportny.gov>
Subject: [EXTERNAL] Request to Utilize Dolan Park

Hello,

I am writing on behalf of the Lockport City School District My Brother's Keeper (MBK) Program Advisory Council. We would like to reserve the use of Dolan Park on June 10th from 9am to 3pm for the purposes of holding an end of year MBK celebration BBQ and Basketball Tournament. We would like to use the pavilion and basketball court and also have the option to erect a tent, use a grill, and possibly bring food trucks.

I reached out to Mayor Roman regarding the proposed event (she sits on the MBK Advisory Council) and she indicated that I should connect with you regarding this request. Please let me know what additional steps I should take to secure Dolan Park on 6/10/23.

Many thanks!

Holly Dickinson, MS Ed. CAS

Pronouns: she/her/hers

Director of Grants & District/Community Programs

Lockport City School District

130 Beattie Avenue

Lockport, NY 14094

(716) 478-4827



**KENAN
CENTER**

ARTS, EDUCATION & RECREATION

433 LOCUST ST., LOCKPORT, NY 14094

Thursday, April 20, 2023

Members of the Lockport Common Council,

The Kenan Center Inc., requests permission to erect a banner in promotion of our 52nd Annual American Craftsmen event. We would like the banner up from May 24th through June 4nd and for it to be located across Route 31, by East Avenue at Davison Road, adjacent to Lockport Town & Country Club.

Thank you for your consideration and we look forward to future related correspondence.

All the best,

Rikki Cason-Weller

Marketing Manager

The Kenan Center Inc.

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Tuesday, May 16, 2023 4:21 PM
To: 'Dawn Lambalzer'; mroman@lockportny.gov
Cc: Aal@LockportNY.gov; 'Deputy City Clerk'
Subject: RE: [EXTERNAL] Lockport in Bloom 2023 event

Good Afternoon,

This will appear under communications in the next meeting which will be held on May 31, 2023 and we will have the resolution placed in that meeting as well.

Thank you!
Sarah

From: Dawn Lambalzer <lockportinbloom@yahoo.com>
Sent: Tuesday, May 9, 2023 8:46 AM
To: mroman@lockportny.gov
Cc: Aal@LockportNY.gov
Subject: [EXTERNAL] Lockport in Bloom 2023 event

May 9, 2023

Honorable Mayor Michelle Roman
Common Council, and Sarah K Lanzo, City Clerk
One Locks Plaza
Lockport NY 14094

Re: Lockport in Bloom July 2023

Would you please place our request for the following on the next meeting agenda of the Common council:

1. We respectfully request permission to hold the the 20TH annual Lockport in Bloom garden walk on the weekend of July 14th , 6- 10pm 15th 10a-4p, 16th 10a-4p 2023.
2. We Respectfully request permission to place 3 signs advertising this event in 3 city parks , Children's Memorial park on Transit rd, Locust st park, and Ida Fritz park. Each sign in a garden bed as to be unobtrusive to mowing.

In the past 20 years through the generosity of our local sponsors, and the support of our local elected representatives we have grown this event and now celebrate two decades sharing the love of gardening in our community. We project an estimated 1500 visitors to Lockport over the 3 days to enjoy the nearly 3 dozen open gardens that participate .

Thank you for your consideration:
The Bloom Committee:
Danielle and Matthew Warchoki

Dawn and Kyle Lambulzer



RE: Notification of adult-use retail dispensary license application

License Type: New Establishment

Previous DBA:

License Number:

RECEIVED

MAY 15 2023

CITY CLERK OFFICE

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) Amy Castle and Jonathan George
of (dba) The Grass Station

have obtained a provisional license from the Cannabis Control Board and intend to file an application for
full licensure with the Office of Cannabis Management to open a

☒ retail dispensary

☐ on-site consumption business

in (county name) Niagara County
located at:

☒ This business, once the license is approved, shall be

Street: 20 Lock Street

Unit: South

City of Lockport

Zip code: 14094

The mailing address is (if different from business location):

Street: 10 Gooding Street

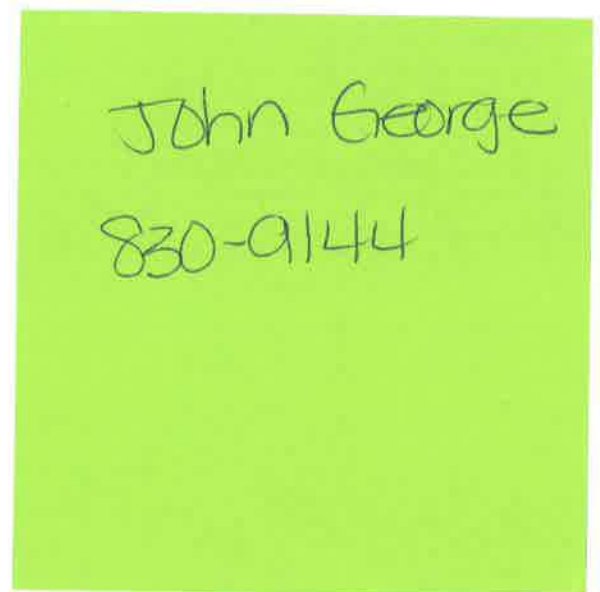
Unit:

City/Town/Village: Lockport

State: NY Zip code: 14094

(As applicable, name of business if different from above)
has retained the legal services of (attorney or representative)
Name:

Street:



Unit:

City/Town/Village:

State:

Zip code:

Telephone with area code:

If you would like to express an opinion to the Cannabis Control Board please respond to this notification within 30 days by mail to:

Attn: Licensing Division
New York State Office of Cannabis Management
P.O. Box 2071
Albany, NY 12220

Thank you.

Signed



Amy E. Castle

Today's date: 5-15-23

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESIGNATION OF RESTRICTED HIGHWAY

COPY

Pursuant to Section 104a of the Highway Law the following described highway:

Beginning on Saunders Settlement Road, NY Route 31, at RM 31 5401 2161 and continuing on West Avenue through West Genesee Street to Walnut Street to RM 31 5401 3019 in both the east bound and west bound directions. Also, including the Lockport Bypass, NY Route 93 from RM 93 5401 4005 to RM 93 5401 1201 on Upper Mountain Road, in both the north bound and south bound directions. The following intersecting roads are also included, five hundred feet north and/or south of West Avenue: Health Street, Richfield Street, Crosby Avenue, Bright Street, Ohio Street, New York Street, South New York Street, South Bristol Avenue, Bristol Avenue, Webb Street, Prospect Street, West Avenue at West Genesee Street, Columbia Street, Hawley Street, Canal Way, NY Route 78 Transit Road, and Genesee Street. Lastly including 500 feet west of Upper Mountain Road, NY Route 93 on Old Saunders Settlement Road, in both directions. In the City and Town of Lockport.

Which is being reconstructed under Contract No. D265001 is hereby designated as a Restricted Highway. Designation of Restricted Highway shall expire on January 31, 2024.

Pursuant to Section 1625 of the Vehicle and Traffic Law all movement of vehicles, persons or animals on such highway is hereby restricted and regulated in accordance with the determination of the Commissioner of Transportation as evidenced by posted signs, signals or barriers placed along said highway and/or by direction by an authorized representative of the Commissioner of Transportation.

Any action taken by the Commissioner of Transportation pursuant to Section 1625 of the Vehicle and Traffic Law shall supersede any other provisions of the Vehicle and Traffic Law where inconsistent or in conflict with respect to the following enumerated subjects:

1. Establishment of maximum and minimum speed limits at which vehicles may proceed along any such restricted highway.
2. Weights and dimensions of vehicles.
3. Use of such restricted highway by pedestrians, equestrians, and animals.
4. Parking, standing, stopping and backing of vehicles.
5. Control of persons and equipment engaged in work on such highway.

The provisions of the Vehicle and Traffic Law with respect to registration shall not apply to vehicles and equipment engaged in work on such restricted highways.

When used on such restricted highways, all traffic control devices shall be considered as official traffic control devices and shall conform to the manual and specifications for a uniform system of traffic control devices adopted by the Department of Transportation.

Marie Therese Dominguez
Commissioner

5/11/2023
Date

Original Signed By:
F.P. Cirillo

BY: _____
FRANK P. CIRILLO, SR/WA
Regional Director, Region 5
New York State Department of Transportation
100 Seneca Street
Buffalo, New York 14203

County Clerk: Niagara
Town Clerk: Lockport
City Clerk: Lockport ✓
Contractor: CATCO
Engineer-in-Charge: Matthew Frys.
Regional Construction Engineer: Daniel W. Paskie, P.E.
Regional Permit Engineer: John Billittier
Regional Traffic Engineer: Michael Roche
Contracts & Estimates Engineer: Karen Beller
New York State Department of State (4 copies required)
New York State Police, Troop A
Residency: Richard Felber, Niagara County Residency

EC - Mayor
- Steve Pump
- Clayton
- Jerry

COPY

Title 17 NYCRR Part 155

Traffic Regulations on Restricted Highways (Statutory authority: Vehicle and Traffic Law, Section 1625.)

Section 155.1 Definition. The term *restricted highway* when used in this part shall mean any highway or portion thereof under construction or reconstruction under the supervision of the Commissioner of Transportation and which is designated by the Commissioner as a restricted highway pursuant to Section 104a of the Highway Law.

155.2 Traffic control devices. Unless otherwise posted, traffic control devices used on restricted highways shall conform to the requirements of the Vehicle and Traffic Law.

155.3 Flagmen. Operators of vehicles on restricted highways shall follow the directions of any flagman with respect to movement of such vehicles.

155.4 Control of persons and equipment. Construction personnel and equipment engaged in work on such restricted highway shall be afforded the widest latitude in operating within the restricted highway consistent with the safety of the traveling public. This shall include, but not be limited to, the crossing of the highway and the mall; the shutting-off of lanes of travel consistent with the contract and the orders of the Commissioner of Transportation or his duly authorized agent; the loading, unloading and manipulation of material; the movement and direction of vehicles and equipment; and other similar operations necessary to the reasonable and practical performance of the contract.

155.5 Other requirements. The other provisions of the Vehicle and Traffic Law relating to motor vehicles shall not apply to special purpose construction equipment, such as described in section 401, subdivision 7, paragraph (f) of the Vehicle and Traffic Law, while engaged in work on a restricted highway, except that all such vehicles and equipment shall be kept in safe, mechanical operating condition at all times and reasonable caution shall be used to protect the traveling public. However, such other provisions shall apply to those vehicles that normally operate on public highways to transport persons and/or material and are ordinarily considered commercial vehicles.

155.6 Emergency or unusual conditions. The Commissioner of Transportation may, by the erection of signs, signals or other traffic control devices, alter or modify the provisions of this Part to adequately protect the public at locations where emergency or unusual conditions occur or exist as a result of the construction or reconstruction on a restricted highway. These alterations or modifications shall have the same force and effect as though they were specifically set forth in this Part and shall remain in force until the condition is considered by the Commissioner to be safe and the erected signs, signals or other traffic control devices have been officially removed.

155.7 Effective date. The provisions of this Part shall be effective with respect to a specific restricted highway from the date the highway is designated a restricted highway by an official designation of the Commissioner of Transportation. The provisions of this Part shall also be effective with respect to all restricted highways which have theretofore been designated as restricted highways by the Commissioner of Transportation and on which the restriction has not been removed by a notice of cancellation issued by the Commissioner of Transportation.

155.8 Restricted highway designations. The following locations are hereby designated as *restricted highways*, as defined by Section 155.1 of this Part.

Lockport City School District

Board of Education
130 Beattie Avenue, Lockport, New York 14094-5099

(716) 478-4828
Fax: (716) 478-4832

Deborah A. Coder
Assistant Superintendent for Finance and Management Services

May 18, 2023

RECEIVED

MAY 22 2023

CITY CLERK OFFICE

Mr. Tim Russo, Director of Finance
City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

Dear Mr. Russo:

Enclosed is a copy of a resolution adopted by the Board of Education of the Lockport City School District at the regular meeting of the Board held on May 17, 2023.

Final arrangements should be made through Timothy W. Parker, Director of School Facilities and Operations, at 478-4601.

Also, please file all insurance certificates with the Business Office prior to the fireworks display, listing the Lockport City School District as an additional insured. Our insurance company has provided the language that should be used in the "Description of Operations" on all certificates of insurance. We have enclosed this information for your convenience.

Thank you.

Sincerely,



Deborah A. Coder
Assistant Superintendent for
Finance and Management Services

DAC:lb
Enclosures

c: Michelle Roman, Mayor
Sarah Lanzo, City Clerk
Dr. Bernadette Smith, Principal, Aaron Mossell Junior High School
Michael Sobieraski, Director of Physical Education and Athletics
Timothy W. Parker, Director of School Facilities and Operations
Rob Glenn, The Evans Insurance Agency, Inc.

W.R

"Pride in Our Past; Faith in Our Future"

We believe: All people can learn. Schools create conditions for success: academically, socially, emotionally, physically, and aesthetically. Teaching and learning are the shared responsibilities of home, school, and community. Our mission is to assure comprehensive learning for all so that each person will be a lifelong learner.

WHEREAS, the Director of Finance of the City of Lockport has requested permission to use the athletic field at Aaron Mossell Junior High School to display fireworks on Tuesday, July 4, 2023 (rain date Wednesday, July 5, 2023),

THEREFORE, BE IT RESOLVED: That permission be granted allowing the City of Lockport to conduct a firework display at Aaron Mossell Junior High School athletic field on Tuesday, July 4, 2023 (rain date Wednesday, July 5, 2023), under the following conditions:

1. That the Lockport City School District be named as an additional insured with all insurance policies written in relation to these fireworks displays and copies of endorsements showing such coverage be sent to the Clerk of the Board of Education, such policies to include any insurance policies of the City of Lockport and any insurance policies of the firm conducting the fireworks display,
2. That any damage to the property of the Lockport City School District, caused by these fireworks displays, be repaired to the satisfaction of the Board of Education of the Lockport City School District and at no cost to the Lockport City School District,
3. That no employees of the Lockport City School District will be assigned extra duty as a result of these displays,
4. That the property used for these fireworks displays be returned to the condition that existed prior to its use for these fireworks displays, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of Education be and she hereby is directed to send a copy of this resolution to the Mayor, the City Clerk, and the Director of Finance of the City of Lockport.

***SCHOOL DISTRICT
ADDITIONAL INSURED WORDING***

The **Additional Insured** designation in the policies *and on the Certificate of Insurance* should read: **“Lockport City School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured.”**

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Friday, May 26, 2023 8:08 AM
To: 'Deputy City Clerk'
Subject: FW: [EXTERNAL] Request to clock off part of Berkley drive on June 21

Good morning!
This resolution is #18 for the meeting on May 31st.
Thank you for your email!

-----Original Message-----

From: Ellen Martin <baltogal@gmail.com>
Sent: Thursday, May 25, 2023 3:51 PM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Request to clock off part of Berkley drive on June 21

Hello Sarah! This is ellen martin and I am requesting permission from the city council to block off Berkley drive from Sargent to the dead end for the evening of June 21. The only people impacted (Podgers and me) have no objections. We are putting on an outdoor summer solstice white attire dinner party. We have done this a few times before and expect about 100 friends and neighbors. Pat McGrath has prepared a resolution. Could you put this on the agenda? Thank you.

June 21 5pm to 9pm
Berkley drive from Sargent to dead end
Summer solstice
Our little group is Lockport public arts council a 501c3.

Thanks

Ellen martin
4434188720
19 Berkley drive
Baltogal@gmail.com
Sent from my iPhone

May 1, 2023

complaint

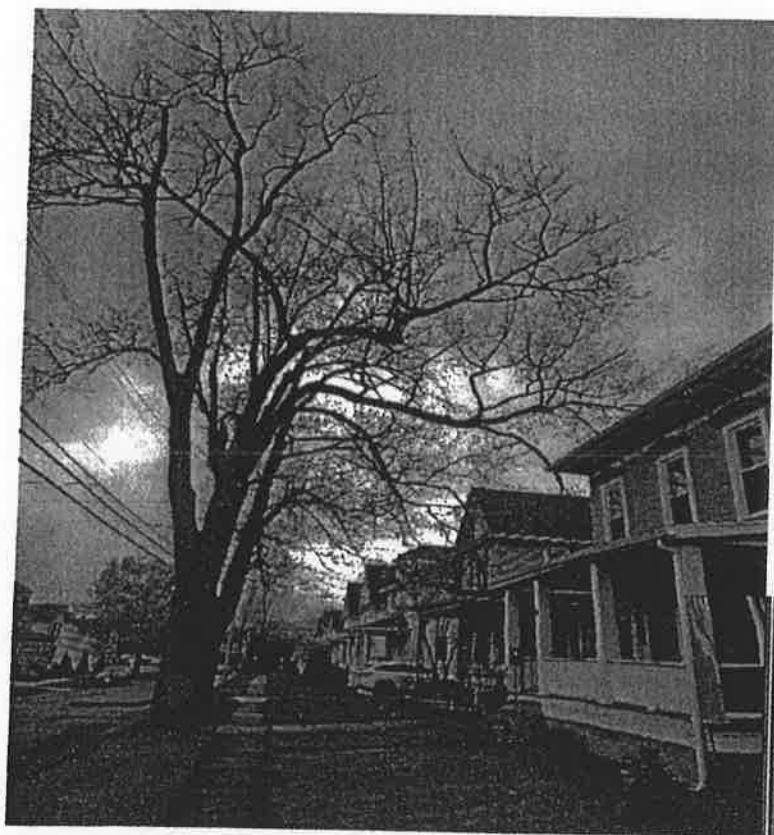
Mrs
MICHELLE ROMAN
Mayor of Lockport, NY
Lockport Municipal Building

Mrs Roman: My name is SILKA GUZMAN-DUDA and I live with my two daughters at 77 Webb Street in Lockport, NY. We bought this house in July 2020 and we move into this house at October 31, 2020. We saw the porch staircase was down, but we plan to repair it in the future; however, we have seen the real problem and the effects that are occurring.

Problem: The house has sunken towards the middle of the house with a considerable unevenness from the porch all the way to the kitchen; in addition, the porch has fallen and is broken, even the basement floor is broken too.

Cause: This situation of unevenness and collapse of the house has been caused by a tree that belong to the City of Lockport.

This tree is in front of the house, specifically on the sidewalk in front of the house. The roots of this tree have lifted the sidewalk and have gone through the porch and our basement, affecting the porch and the foundation of the house.





Basement floor, under the porch.



Concerns: We are extremely concerned about this situation, since it is possible that this tree will continue to grow and could cause more damage to the house such as making it collapse, putting our lives in danger.

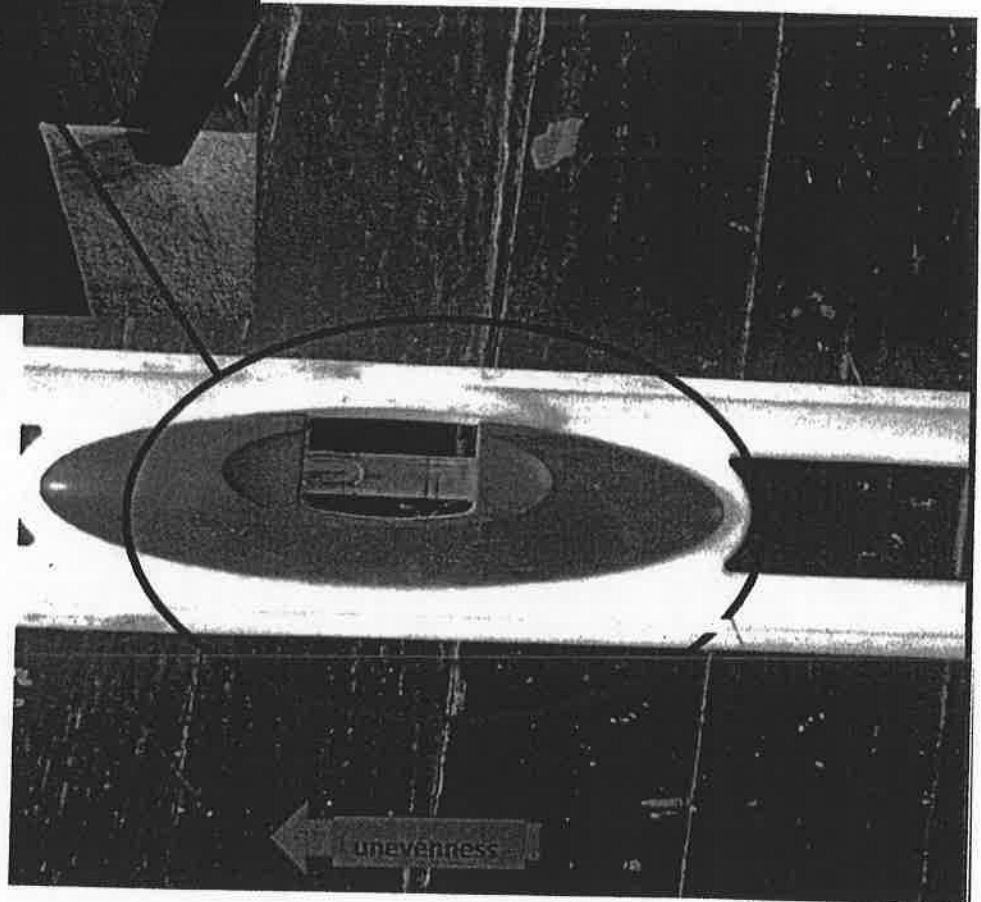
For this reason, I ask the municipality of Lockport to take responsibility for this tree and the damages caused by it and repair it.



Living room, way to the front exit of the house.



Dinning room, way to the kitchen



Thank you for your attention and prompt response,

My regards,

Silka Guzman-Duda
 Silka Guzman-Duda

Resident 77 Webb Street, Lockport, NY

tel: 716 609 5440

Cc Mr. Steven Pump
 Director of Engineering of Lockport, NY

complaint

RECEIVED
MAY 03 2023
CITY CLERK OFFICE

April 29, 2023
PO Box 1004
265 Pine Street
Lockport, NY 14094

City Clerk, City of Lockport, NY
One Locks Plaza
Lockport, NY 14094

Re: Notice of Defect, 7th Notice

Lockport City Clerk,

Accept this correspondence as the 7th Notice of Defect/Claim to the City of Lockport, (subsequent letters sent, dated 5/13/03, 8/07/15, 3/12/17, 12/10/17, 2/22/19, 2/14/22), regarding the condition of the tree and sidewalk, which is located between the streets edge and sidewalk in front of 265 Pine St. Lockport, NY and to put the City on Notice.

The tree is dying, splitting down the middle and losing its bark. Two very large limbs have fallen, which were completely hollowed on the inside.

Since last year more of the tree has deteriorated, this year's harsh wind storms have left the tree in a more venerable and dangerous condition.

Thank-you for making this noted and matter of record.

Respectfully,

Mark A. Pickles
Joan E. Pickles

Mark A. Pickles

Joan E. Pickles

716-434-8007

complaint

May 4, 2023

Dear City Clerk

My name is Gail Murphy I live at 184 Locust St. My telephone number is 716 989-9898. My Email is Gailkolber@gmail.com

I am requesting removal of a dead tree on the south corner of my property near the street. I trust that you will attend to this ASAP

Thank you in advance

Gail Murphy

RECEIVED

MAY 03 2023

CITY CLERK OFFICE

Colleen & David Scotch
11174 Hunts Corners Road
Clarence, NY 14031
716.404.5739 or 716.759.4050

claim
RECEIVED

MAY 09 2023

CITY CLERK OFFICE

May 5, 2023

City Clerk
1 Locks Plaza #M14
Lockport, NY 14094

Re: 159 Washington Street, Lockport, NY 14094 city tree damage

Hello,

As instructed when I stopped into the City Clerk's office, here is a description of the damage to our house at 159 Washington Street, Lockport, NY by branches falling off a city street tree during a wind storm on April 16, 2023.

The city tree had a large heavy branch and several smaller branches fall off in the wind and struck the front of our house and tore the electrical line lose away from the wall where it first attached to the house and all along tearing it off its brackets to the ground floor where it goes into the house on the east side. The electrical company was called and they came out and rewired only the first house connection.

Damages include the main roof, soffit, fascia, drip edge, gutters, downspout. The corner of the vinyl siding on the east side was also damaged, shattered from the wire being pulled down along it. The porch roof was damaged as well as its soffit, fascia, drip edge, and gutters. The force of the impact also damaged the integrity of the porch column per a construction contractor and says both must be replaced because only replacing the one, would put undue stress on the other. Also the grille to under the porch was damaged with wood breaking several of the slats.

Besides needing a construction contractor, an electrician is also needed to reinstall the electrical wire.

Attached are photos of the damages.

Unfortunately, we already had someone with a chainsaw cut up and remove the limbs as they were blocking some of the sidewalk and unable to mow the grass. We were originally told to get the work completed and then submit the paid invoices. Then when we stopped in again on 5/3/23 (after speaking to several contractors to get bids and who recommended we get the claims adjustor here first before doing the work) and we were told to send this letter and get the repair work done after submitting a claim.

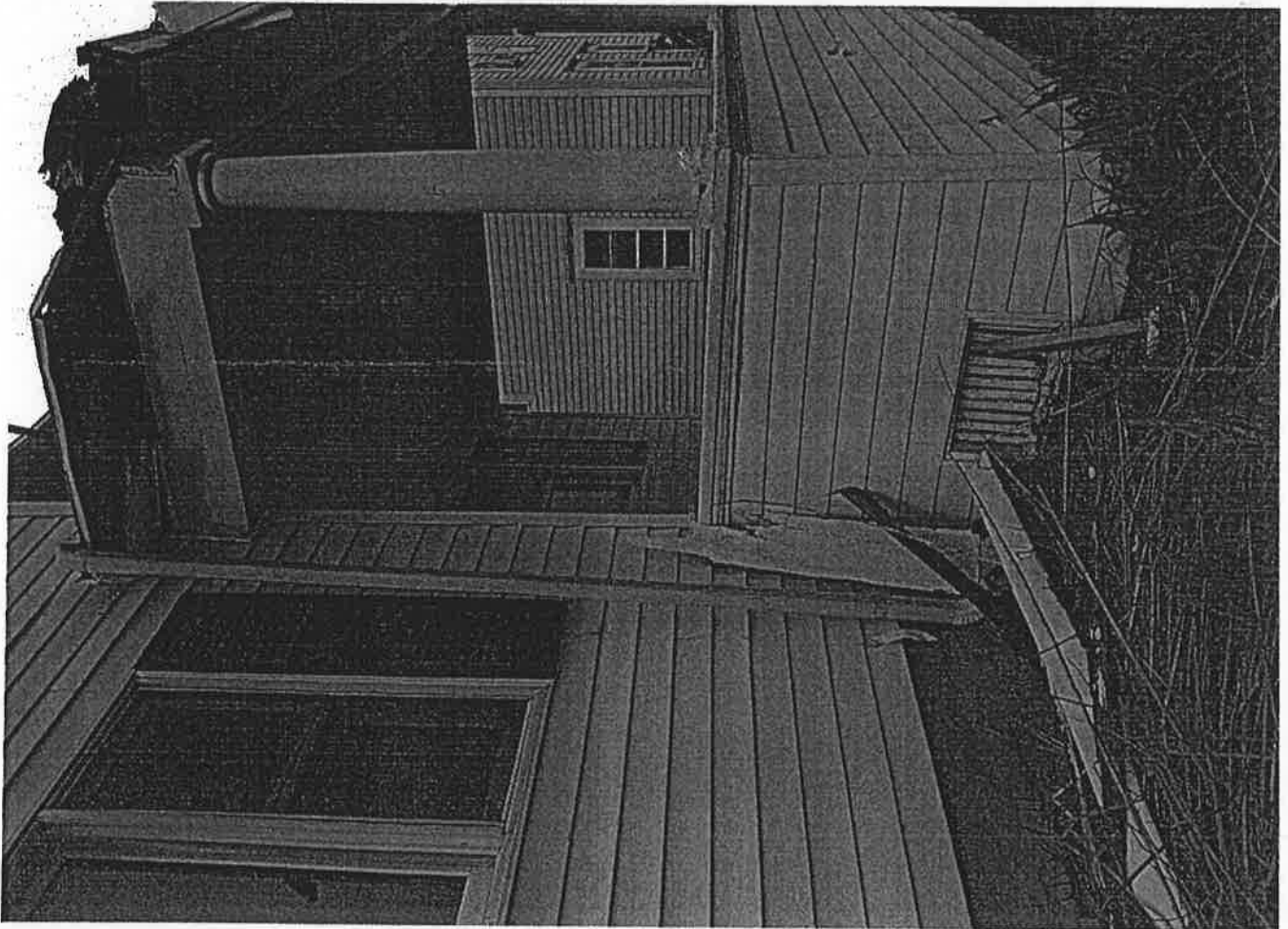
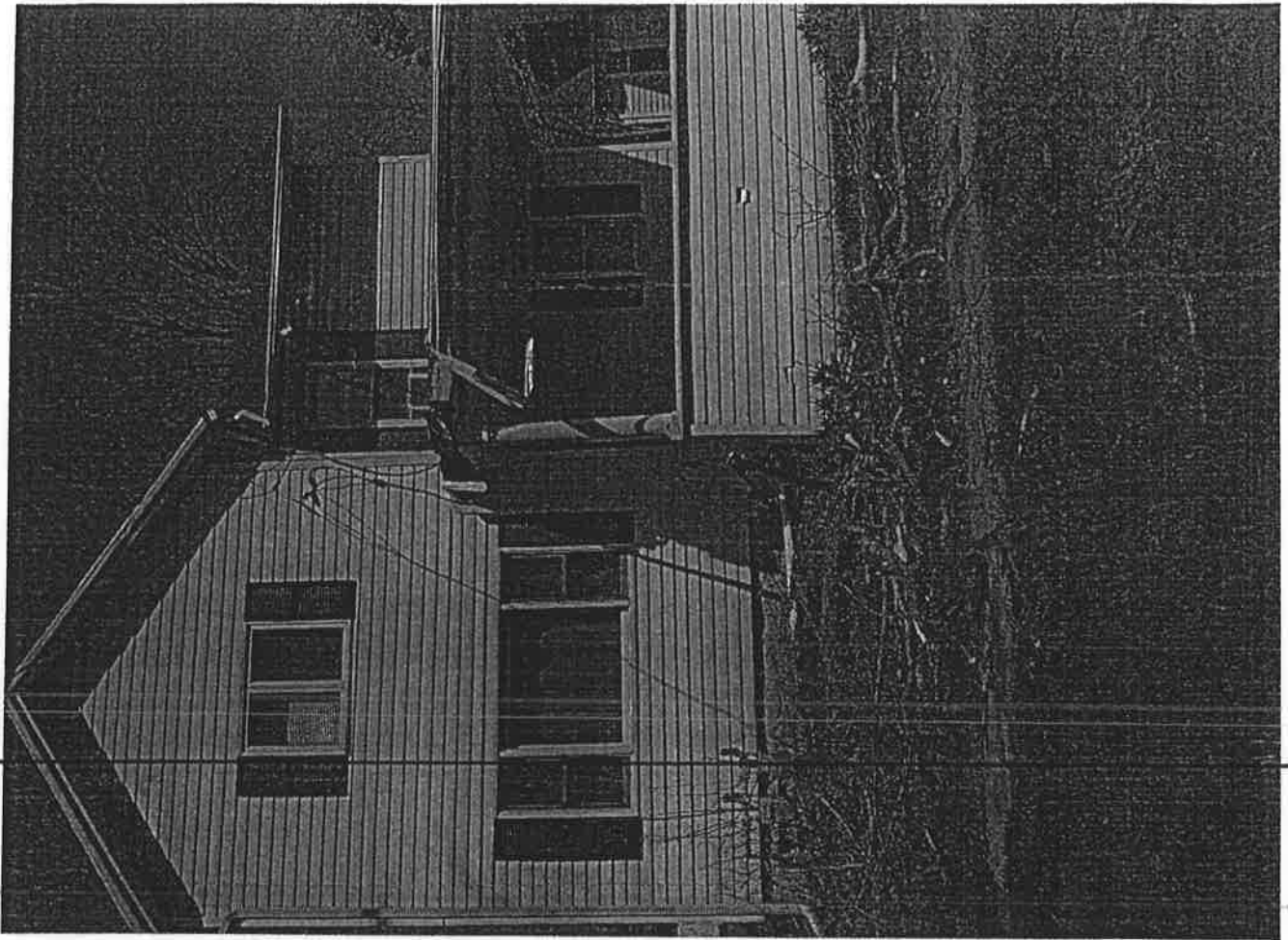
Please note that we informed the city of the condition of this tree and requested it be taken care of a year ago, in April 2022. See attached letter. Also, there are still large dead limbs on this tree that should be removed before they injure someone or do more damage.

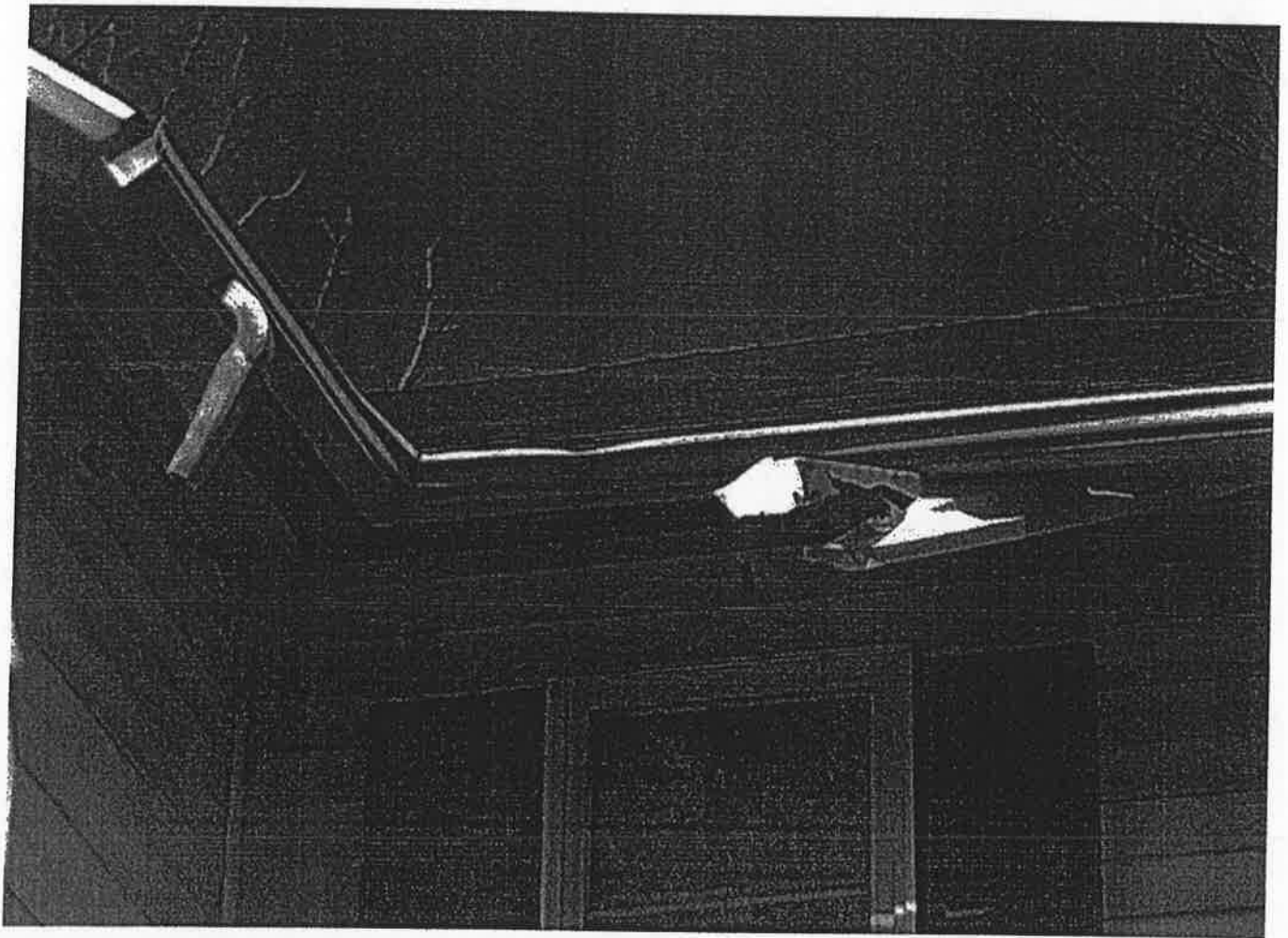
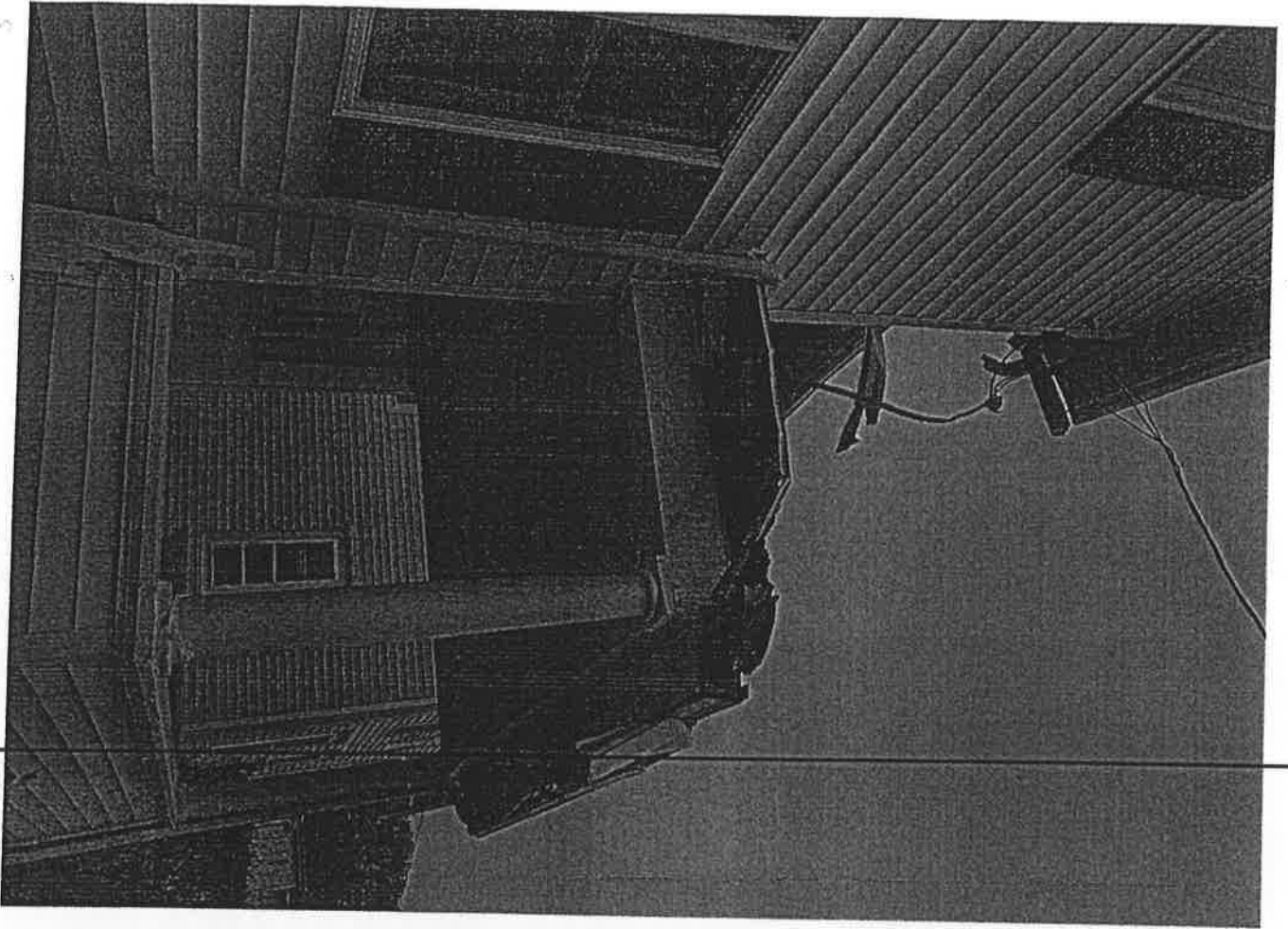
Please let us know if you need any further information.

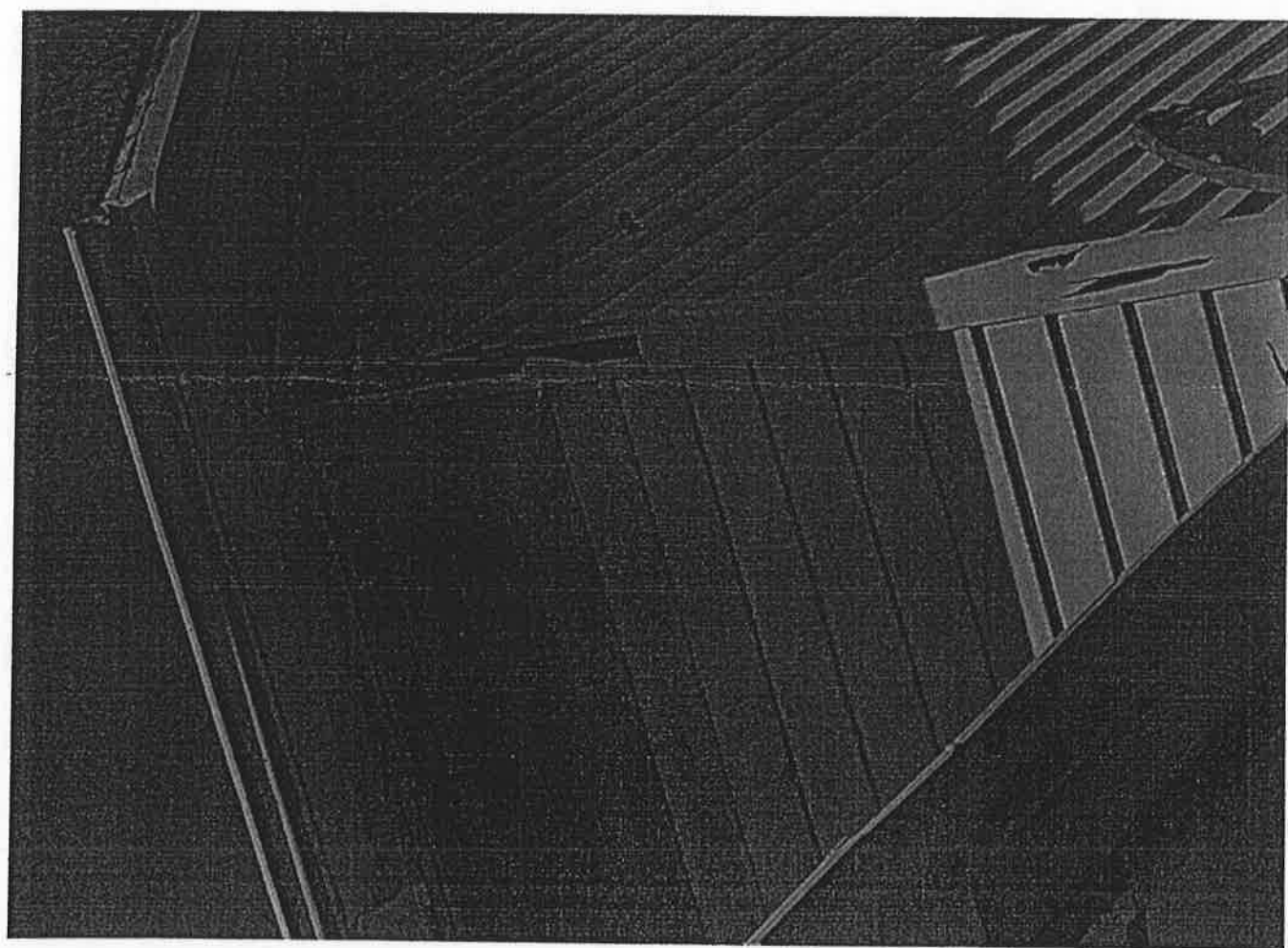
Your assistance and prompt action on this matter is appreciated.


Colleen & David Scotch

\$ email: ColleenScotch@gmail.com







complaint

RECEIVED

MAY 11 2023

05-11-2023

City Clerk;

CITY CLERK OFFICE

Please be advised that this is a 2nd follow up request for TREE REMOVAL @ 239 NIAGARA ST LKPT NY FOR A TREE ON PROPERTY, EAST SIDE OF CASE COURT. MY INITIAL REQUEST WAS BACK ON OCT. 26th, 2022, ON OCT. 27th YOU SENT A WRITTEN RESPONSE OF ACKNOWLEDGMENT TO FORWARD NOTICE OF COMPLAINT TO DIRECTOR OF STREETS AND PARKS along WITH THE ALDERMAN VIA ELECTRONIC MAIL. THE SITUATION WAS TO BE ASSESSED / INVESTIGATED, I WAS ALSO ADVISED TO CONTACT MY ALDERMAN.

AFTER 6 MONTHS OF WAITING FOR FURTHER RESPONSE I HAVE CALLED ALDERMAN MARK DEVINE, MR DEVINE HAS ADVISED ME TO WRITE THIS SECOND LETTER ON THIS 11th DAY OF MAY 2023.

PLEASE EVALUATE / INVESTIGATE TREE FOR REMOVAL ASAP. I HAVE A PHOTO TAKEN MEASURING AT LEAST 14 INCHES OF HOLLOW TREE APPROXIMATELY EYE LEVEL HEIGHT. AS MENTIONED IN PREVIOUS LETTER, THIS TREE HAS ALREADY HAD FALLING BRANCHES AND VIBRATES DRIVING ON CASE COURT AND I AM CONCERNED THAT IT MAY EVEN FALL ONTO MY HOME.

THANKS FOR YOUR TIME AND CONSIDERATION IN ADDRESSING THIS COMPLAINT!

DAVID R WOODS

239 NIAGARA ST LKPT NY 14094

716 946 3916

comp

May 15th 2023

I Barbara Lamont lives at 86 W. Adam Street in Lowertown and I own the home and there is a tree in the front of my home that is dead. There are no leaves on the tree and the bark is coming off and the tree is cracking in spots. There are no buds on the tree and there is no life with this tree. If I don't hear from someone in 30 days I will respond again.

Thank you
Barbara Lamont

RECEIVED

MAY 15 2023

CITY CLERK OFFICE

complaint.
(requested original)

Benjamin Briskey
120 Grant Street
Lockport, NY 14094
(845) 797-0409
bkbriskey@gmail.com

20th May 2023

Office of the City Clerk - Lockport NY
Sarah K. Lanzo
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

Dear Ms. Lanzo,

I am the homeowner at 120 West Grant St. Lockport NY. I would like to file a notice of complaint regarding the tree located in front of my home. I believe that the tree is a hazard and should urgently be evaluated for removal.

I've retrieved the information on the tree that I am referencing from the TreeKeeper 8 System for City of Lockport and am including it for your reference below.

Site ID	5287
Species	Maple, Norway
Multi-Stem	No
DBH	22

If you require additional information or further communication, please do not hesitate to reach out via any of the methods listed above.

Sincerely,



Benjamin Briskey

Hello,

FILE COPY

A resident just called, she said when traveling North down Davison Rd. and crossin Akron St. continuing down Davison Rd. there is a dip in the road that vehicles drive wants it repaired.

She said there are also potholes in front of her house at 622 Davison Road.

Thank you,

Judy L. Ritchie
Senior Account Clerk
Engineering Dept.

City of Lockport
1 Locks Plaza, Lockport, NY 14094
jritchie@lockportny.gov
716-439-6750

From: Michelle Roman <romanforlockport@gmail.com>
Sent: Tuesday, April 18, 2023 11:49 AM
To: City Clerk; Molly Lawson
Subject: [EXTERNAL] 4th of July

Please prepare the fourth of July fireworks resolutions for next week's meeting:
Permission to contact school to use Aaron Mossell campus and permission for the mayor to enter into contract with the fireworks contractor.

Fourth of July fireworks will be on July 4th at dusk.



CITY OF LOCKPORT

One Locks Plaza
Lockport, New York 14094
(716) 439-6631
E-mail: trusso@lockportny.gov

2
TIM RUSSO
Director of Finance

April 27, 2023

Dear Lockport City School District,

I am writing to request permission on behalf of the city of Lockport to conduct a fireworks display at Aaron Mossell Junior High School. This request has been authorized and directed by the City Clerk, in accordance with Resolution 042623.5 passed by the Common Council.

The proposed date for the fireworks display is Tuesday, July 4, 2023, with a rain date scheduled for Wednesday, July 5, 2023. We believe that the event will be a great way to celebrate Independence Day and bring the community together.

We hope that you will consider our request and grant us permission to conduct this fireworks display at Aaron Mossell Junior High School. Please provide a response and thank you for your time and consideration.

Sincerely,

Tim Russo
Finance Director

042623.5

By Alderman Swanson-Gellerson:

Resolved, the City Clerk is hereby authorized and directed to forward a communication to the Lockport City School District requesting permission to conduct the fireworks display at Aaron Mossell Junior High School, and be it further;

Resolved, that the fireworks display shall be conducted on Tuesday, July 4, 2023, with the rain date being Wednesday, July 5, 2023.

Seconded by Alderman Lupo and adopted. Ayes 5.

Lockport City School District

Board of Education
130 Beattie Avenue, Lockport, New York 14094-5099

(716) 478-4828
Fax: (716) 478-4832

Deborah A. Coder
Assistant Superintendent for Finance and Management Services

May 18, 2023

Mr. Tim Russo, Director of Finance
City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

Dear Mr. Russo:

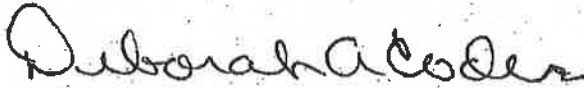
Enclosed is a copy of a resolution adopted by the Board of Education of the Lockport City School District at the regular meeting of the Board held on May 17, 2023.

Final arrangements should be made through Timothy W. Parker, Director of School Facilities and Operations, at 478-4601.

Also, please file all insurance certificates with the Business Office prior to the fireworks display, listing the Lockport City School District as an additional insured. Our insurance company has provided the language that should be used in the "Description of Operations" on all certificates of insurance. We have enclosed this information for your convenience.

Thank you.

Sincerely,



Deborah A. Coder
Assistant Superintendent for
Finance and Management Services

DAC:lb
Enclosures

c: Michelle Roman, Mayor
Sarah Lanzo, City Clerk
Dr. Bernadette Smith, Principal, Aaron Mossell Junior High School
Michael Sobieraski, Director of Physical Education and Athletics
Timothy W. Parker, Director of School Facilities and Operations
Rob Glenn, The Evans Insurance Agency, Inc.

W.R

"Pride in Our Past; Faith in Our Future"

We believe: All people can learn. Schools create conditions for success: academically, socially, emotionally, physically, and aesthetically. Teaching and learning are the shared responsibilities of home, school, and community. Our mission is to assure comprehensive learning for all so that each person will be a lifelong learner.

WHEREAS, the Director of Finance of the City of Lockport has requested permission to use the athletic field at Aaron Mossell Junior High School to display fireworks on Tuesday, July 4, 2023 (rain date Wednesday, July 5, 2023),

THEREFORE, BE IT RESOLVED: That permission be granted allowing the City of Lockport to conduct a firework display at Aaron Mossell Junior High School athletic field on Tuesday, July 4, 2023 (rain date Wednesday, July 5, 2023), under the following conditions:

1. That the Lockport City School District be named as an additional insured with all insurance policies written in relation to these fireworks displays and copies of endorsements showing such coverage be sent to the Clerk of the Board of Education, such policies to include any insurance policies of the City of Lockport and any insurance policies of the firm conducting the fireworks display,
2. That any damage to the property of the Lockport City School District, caused by these fireworks displays, be repaired to the satisfaction of the Board of Education of the Lockport City School District and at no cost to the Lockport City School District,
3. That no employees of the Lockport City School District will be assigned extra duty as a result of these displays,
4. That the property used for these fireworks displays be returned to the condition that existed prior to its use for these fireworks displays, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of Education be and she hereby is directed to send a copy of this resolution to the Mayor, the City Clerk, and the Director of Finance of the City of Lockport.

**SCHOOL DISTRICT
ADDITIONAL INSURED WORDING**

The **Additional Insured** designation in the policies *and on the Certificate of Insurance* should read: **"Lockport City School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured."**

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Thursday, May 25, 2023 9:15 AM
To: 'Deputy City Clerk'
Subject: FW: [EXTERNAL] Independence Day Firework Permit Request
Attachments: COI (4).pdf; 00 MSDS 1.3G 1.4G.pdf; 2023 Workers Compensation.pdf; Disability 4-1-22 thru 4-1-24.pdf; Federal Exp. License 2024 (1).pdf; Haz Mat exp.2024.pdf; NYS Deal-Manu License Exp. 3-31-24.pdf; Pyro Cert - Back.jpg; Pyro Cert - Front.jpg; 2023 fireworks contract.pdf; 000 Permit YEC Generic.pdf

Emily,

These are the supporting docs for the Fireworks!

From: JL Behlau <jlbehlau@aim.com>
Sent: Tuesday, May 23, 2023 4:03 PM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Independence Day Firework Permit Request

Dear City Clerk's Office,

My name is Jerry Behlau. I'm the Western New York Sales Representative for Young Explosives Corporation, a display fireworks company.

Attached is a signed contract for an Independence Day (July 4, 2023), and several of the typical documents necessary for gaining a permit. I've included my NYS Pyro Certificate, however I may not be the certificate holder on site on July 4th. There will be at least one certified pyro-technician on site at all times.

If I've overlooked anything, please contact me immediately, and I will respond in like manner.

Note that the fee for this permit has been waived by the Mayor's office.

Thank you.

Jerry L. Behlau
WNY Sales
Young Explosives Corporation
315-945-0774



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT

NAME:

PHONE (A/C, No, Ext): 216-658-7100

FAX

(A/C, No): 216-658-7101

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Everest National Insurance Company

10120

INSURER B : Axis Surplus Insurance Company

26620

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES**CERTIFICATE NUMBER:** 83678101**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	SI8GL00353-231	3/20/2023	3/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	SI8CA00054-231	3/20/2023	3/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000088056-05	3/20/2023	3/20/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date: Tuesday, July 4, 2023

Location: North Park Middle School athletic field: 160 Passaic Ave, Lockport, NY 14094

Additional Insured: City of Lockport, NY; Lockport City School District; Molly Lawson

Group Code: Cert#22-337

CERTIFICATE HOLDER

City of Lockport
Lockport Municipal Bldg.
One Locks Place
Lockport NY 14094

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Material Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form)

Form Approved

OMB No. 1218-0072

IDENTITY (as Used on Label and List)

Special Fireworks (Fireworks 1.3G)

Note: Blank spaces are not permitted. If any item is not applicable or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's name **Young Explosives Corporation**

Emergency Telephone Number **1-800-255-3924**

Contract No. MIS0005904

Address (Number, Street, City, State and ZIP Code)

Telephone Number for Information **(585) 394-1783**

P.O. Box 18653

Date Prepared **4/27/01**

Rochester, N.Y. 14618

Signature of Preparer (optional)

Section II—Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))

OSHA PEL

ACGIH TLV

Other Limits
Recommended

% (optional)

Special fireworks contain explosive and pyrotechnic compositions, and are classified as Fireworks 1.3G by the U.S. Department of Transportation. No Chemical components are released during normal handling and storage of shells.

Section III—Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity ($H_2O = 1$)	N/A
Vapor Pressure (mm Hg)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water			

Appearance and Odor

All Chemical Composition is contained in hard cardboard or plastic casing.

Section IV—Fire and Explosion Hazard Data YOUNG EXPLOSIVES PRODUCTS DO NOT CONTAIN PLASTIC

Flash Point (Method Used)	Flammable Limits	LEL	UEL
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Extinguishing Media

Do not attempt to fight fire in vicinity of Special Fireworks - Evacuate Area

Special Fire Fighting Procedures

Evacuate fire area immediately and seek shelter. Follow established

emergency action plan

Unusual Fire and Explosion Hazards

Special Fireworks may mass explode in a fire situation

Section V—Reactivity Data

Stability	Unstable	Conditions to Avoid	No open flames, smoking or moisture in vicinity of stored fireworks. Avoid friction or impact.
	Stable		

Incompatibility (Materials to Avoid) **Do not allow fireworks to get wet.**

Hazardous Decomposition or Byproducts **Smoke generated during use of these devices may contain small amounts of carbon monoxide, hydrogen sulfide and nitrogen oxides. Avoid prolonged inhalation of smoke.**

Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur		

Section VI—Health Hazard Data

Route(s) of Entry	Inhalation?	Yes when shooting	Skin?	Ingestion?
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Health Hazards (Acute and Chronic) **No chemical components are released during normal handling of shells. However, ground level smoke generated during shooting of public display shows may contain gases which may cause irritation of eyes or mucous membranes. Prolonged inhalation of smoke should be avoided.**

Carcinogenicity	NTP?	IARC Monographs?	OSHA Regulated?
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Signs and Symptoms of Exposure **Prolonged exposure to smoke generated during shooting of shells may cause shortness of breath and irritation of eyes and mucous membranes.**

Medical Conditions

Generally Aggravated by Exposure **Persons with pre-existing respiratory conditions (i.e.: asthma, Emphysema, etc.) should avoid inhalation of smoke.**

Emergency and First Aid Procedures **Move to fresh air and avoid further exposure to smoke.**

Section VII—Precautions for Safe Handling and Use

Steps to Be Taken In Case Material Is Released or Spilled **Cautiously pick up spilled material and place in cardboard carton. Absolutely no smoking, open flames, or sparking metal tools in vicinity of spilled fireworks.**

Waste Disposal Method **Soak any exposed chemical composition with water; sweep up with a natural fiber brush and dispose of by burning in compliance with state and local regulations.**

Precautions to Be Taken in Handling and Storing **Keep fireworks cool and dry. Avoid impact with shipping cartons. Absolutely no smoking in vicinity of any special fireworks.**

Other Precautions**Section VII—Control Measures**

Respiratory Protection (Specify Type) **None required**

Ventilation	Local Exhaust	Special
	Mechanical (General)	Other

Protective Gloves	Eye Protection
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Other Protective Clothing or Equipment

Work/Hygienic Practices

Material Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY (as Used on Label and List)

Common Fireworks (Fireworks 1.4G)

Note: Blank spaces are not permitted. If any item is not applicable or no information is available, the space must be marked to indicate that.

Section IManufacturer's name **Young Explosives Corporation**Emergency Telephone Number **1-800-255-3924****Contact No. MIS0005904**

Address (Number, Street, City, State and ZIP Code)

Telephone Number for Information **(585) 394-1783****P.O. Box 18653**Date Prepared **4/27/01****Rochester, N.Y. 14618**

Signature of Preparer (optional)

Section II—Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))

OSHA PEL

ACGIH TLV

Other Limits
Recommended

% (optional)

Contains explosive and pyrotechnic composition - a solid mixture of oxidizer an fuel that will burn if ignited. These items are classified as 1.4G Explosives by the U.S. Department of Transportation. No chemical composition is exposed during normal handling and storage.

Section III—Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity (H ₂ O = 1)	N/A
Vapor Pressure (mm Hg)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water			

Appearance and Odor

All Chemical Composition is contained in hard cardboard or plastic casing.**Section IV—Fire and Explosion Hazard Data YOUNG EXPLOSIVES PRODUCTS DO NOT CONTAIN PLASTIC**

Flash Point (Method Used)

Flammable Limits

LEL

UEL

Extinguishing Media

Flood with water if a small amount of fireworks is involved.

Special Fire Fighting Procedures

Do Not use suffocation methods - devices contain their own oxygen. If a large amount of fireworks are involved, allow them to burn and prevent spread of fire.

Unusual Fire and Explosion Hazards

Fireworks will burn rapidly in the event of fire.

Section V—Reactivity Data

Stability	Unstable		Conditions to Avoid	No open flames, smoking
	Stable			

Incompatibility (Materials to Avoid) **Exposure to water may cause items to deteriorate.**

Hazardous Decomposition or Byproducts **Smoke, nitrogen oxides and sulfur oxides may be produced in a fire**

Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur	X	

Section VI—Health Hazard Data

Route(s) of Entry	Inhalation? No	Skin? No	Ingestion? No
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Health Hazards (Acute and Chronic) **Exposure to finished items does not pose any health hazard.**

Carcinogenicity	NTP?	IARC Monographs?	OSHA Regulated?
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Signs and Symptoms of Exposure **N/A**

Medical Conditions

Generally Aggravated by Exposure **N/A**

Emergency and First Aid Procedures **N/A**

Section VII—Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled **No smoking or open flames in vicinity of spilled**

material. Carefully pick up and place spilled items in cardboard cartons. Sweep up any exposed chemical composition with a natural-fiber brush.

Waste Disposal Method

Precautions to Be Taken in Handling and Storing **Avoid open flames, smoking, and high temperatures (above 120 degrees F). Keep shipping cartons cool and dry.**

Other Precautions **None**

Section VII—Control Measures

Respiratory Protection (Specify Type) **None required when handling finished items.**

Ventilation	Local Exhaust N/A	Special N/A
	Mechanical (General) N/A	Other N/A
Protective Gloves	None required	
Other Protective Clothing or Equipment	N/A	
Eye Protection	N/A	

Work/Hygienic Practices **No smoking in vicinity of fireworks**

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618		CERTIFICATE HOLDER YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461	
POLICY NUMBER R 400 999-9	CERTIFICATE NUMBER 663648	POLICY PERIOD 01/01/2023 TO 01/01/2024	DATE 1/3/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 657185515



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
YOUNG EXPLOSIVES CORP.
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424

1b. Business Telephone Number of Insured
(585) 394-1783

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1c. Federal Employer Identification Number of Insured or Social Security Number

160900107

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

YOUNG EXPLOSIVES CORPORATION
P.O. BOX 18653
ROCHESTER, NY 14618

3a. Name of Insurance Carrier

New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"

DBL 6163 63 - 9

3c. Policy effective period

04/01/2022

to

04/01/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
☐ B. Disability benefits only
☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/29/2023

By

Kristin Markwica

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title Kristin Markwica, Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

2014 EDITION (18 U.S.C. Chapter 40) FEDERAL BUREAU OF INVESTIGATION

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

6-NY-069-24-4K-00339

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

October 1, 2024

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit

24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature

James R. Young

Printed Name

President

Position/Title

11/4/2021

Date

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP 2165 NEW MICHIGAN ROAD 14424-0000 NY-069-24-4K-00339 October 1, 2024 24-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

Cut Here ✂

(Continued on reverse side)

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: YOUNG EXPLOSIVES CORP

Business Name:

License/Permit Number: 6-NY-069-24-4K-00339

License/Permit Type: 24-IMPORTER OF EXPLOSIVES

Expiration: October 1, 2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2021-2024**

Registrant: YOUNG EXPLOSIVES CORPORATION

ATTN: Kristin Reamer
PO BOX 18653
ROCHESTER, NY 14618

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060721550109DF Effective: July 1, 2021 Expires: June 30, 2024

HM Company ID: 12344

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 1
ALBANY, NY 12226

WE ARE YOUR DOL



Expires: 3/31/2024

**THIS LICENSE MUST BE
POSTED IN YOUR PLACE
OF BUSINESS**

License No. **D-2316**

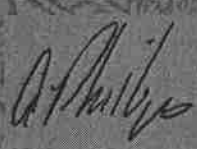
LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

- 1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer/Manufacturer Report of Explosives Transactions".
- 2) the DATE OF EACH SALE, DELIVERY or GIFT.
- 3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.
- 4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.


Amy Phillips, Director

FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE



JERRY L BEHLAU



CLASS: B
NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-597
EXPIRES 07/24

NYC & NYS CERTIFICATIONS REQUIRED IN NYC



01213 005958922 64

DMV# 679522790

EYES HAZ

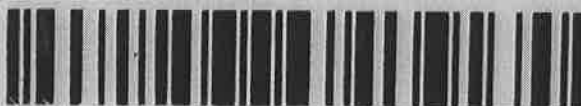
HAIR GRV

HGT 6' 3"

IF FOUND, RETURN TO:
NYSDEL - L&C UNIT

ROOM 161 BUILDING 12
STATE OFFICE CAMPUS

ALBANY NY 12240



YOUNG EXPLOSIVES CORPORATION

Fireworks Exhibition Agreement

This agreement made this 25 day of April, 20 23 by and between Young Explosives Corporation of Rochester, NY, hereafter designated Young, and

City of Lockport
One Locks Place
Lockport, NY 14094

hereafter designated the customer, providing for the sale of and an exhibition of fireworks to be located at

Arron Mossell, 160 Passaic Ave. 14094

on the date of Tuesday, July 4, 20 23 in a location to be designated by the customer and approved by Young.

Rain Date July 5, 2023

The parties hereto mutually agree, one with the other, as follows:

1. Guaranteed Exhibition of Fireworks

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.

2. Spectator Control

The customer agrees to furnish sufficient protection, by either barricades, rope lines, or other dividers, at all points from the discharge area to prevent and keep spectators from entering the area and agrees to furnish ample police protection to Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the customer if noted on page 2 of the contract or if notified by written notice from the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

- a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with no extra charge.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be no charge. However, customer is responsible for the actual expenses incurred by Young for special work and for nonrefundable fees outlined in this contract. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

6. Terms of Payment

- a) Check box that applies: ☒ Young requires no down payment. ☐ Young requires a down payment of \$ _____, due by 20. If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.
- b) The customer agrees to pay Young, or his agent, the total sum of Eight Thousand Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
- c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees.

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

Total sum 8,000.00 Dollars

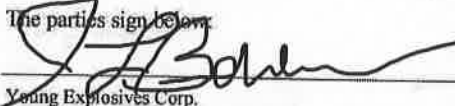
Young Explosives Corp.
Display Fireworks

(800) 747-1781
(585) 394-1783
(585) 396-2663 Fax
P.O. Box 18653
Rochester, NY 14618

YoungExplosives.com

E-Mail: fireworks@youngexplosives.com

The parties sign below:


Young Explosives Corp.

Jerry L. Behlau

(Print Name)


Customer Signature

Michelle A. Zorn
(Print Customer Name)

WNY Sale Rep

Title


Title

8. **Headings**

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. **Entire Agreement**

This Agreement for the fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter here, of and there are no other understandings, whether oral or written, regarding the subject matter hereof.

Customer Contact Name(s)

Molly Lawson

(Lockport Mayor's Office)

Send Invoice to:

☒ Address on front OR ☐ Name/Address below

Additional Contact Name/Information

Telephone (with Area Code)

Work: 716-439-6676-6665

Fax: 716-439-6668

Home:

Cell: 716-946-2296-628-1360

Email: mlawson@lockportny.gov

Mayor Michelle M. Roman

Work: 716-439-6665

Fax:

Home:

Cell: 716-359-3666

Email: mroman@lockportny.gov

Insurance Information: Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. Customer is responsible for providing all information needed for full insurance coverage.

City of Lockport

Molly Lawson

Note: This is the 3rd year of a 3 year contract.

Customer Requests

Time of show:

Between 9:30 & 10:00

☐ AM

☒ PM

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

City to waive the permit fee.

Permits

☐ Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

☒ Young to apply for the Permit(s) on your behalf:

Customer to pay the amount of \$ 50.00 . Includes permit cost and fees. (Permit costs subject to change by the municipality)

☒ ADD the above permit costs to the show price on the front of the contract.

☐ INCLUDE the above permit costs in the show price on the front of the contract.

REQUEST FOR OUTDOOR FIREWORKS DISPLAY PERMIT

Ref: NY State Penal Law, Article 405.00

Application Date: 23 May 2023

(A) Sponsor/Applicant of the show

Name: City of Lockport

Address: One Locks Plaza, Lockport, NY 14094

Phone: 716-439-6665 Contact Person: Molly Lawson (Mayor's Offc.)

Display Company

Company Name: Young Explosives Corporation-Display Fireworks

Address: P.O. Box 18653, Rochester, NY 14618

Phone: 585-394-1783 Contact Person: James R. Young

NYS Dept. of Labor Explosives License# D-2316 Expires: 03/31/2024

Operator - Name of the certified pyrotechnician who will be in charge of the display

Name	Certificate # /Expires
<u>JERRY L. BEHLAU</u>	<u>PR-597 / 07/2024</u>

Authorized Assistant (s): Name (s) of the individual (s) over 18 years of age.

Name	Certificate #/Expires (if applicable)
<u>TBD</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

(B) Display Date/Time: 4 JULY 2023, "Dusk" @ 8:45 PM **Expected Duration:** 15 - 18 MIN

(C) Display Location: ARRON MOSSELL, 160 PASAIC AVE. 14094

(D) Display Content: CLASS 1.3G Fireworks to include 2.5", 3", and 4" shells. Product will be fired by hand, and by remote.

(E) How will fireworks be stored prior to display: Fireworks arrive/depart with Young Explosives.

(F) Rain Date for display: _____

(G) If rained out how will fireworks be stored: With Young Explosives at all times-to be removed

(H) For outdoor displays not before a proximate audience, attach a diagram of the area where the display will take place, showing location where the fireworks will be discharged from, the location of, and distance to: all the buildings, highways, lines of communications, location of the audience, trees, overhead obstructions or other structures or devices that could be affected by the display or fallout from it.

(I) Proof of Insurance or Bond (Minimum One Million Dollars). Please attach a copy of the policy certificate or other proof of insurance or Bond.

(J) I attest that the information contained in this permit application is accurate, true and complete to the best of my knowledge, and I understand that false statements made in this permit application are subject to the applicable versions of the NYS Penal Law.

 _____ 23 May 2023
Signature of Sponsor/Applicant Date
Jerry L. Behlau

Permit Issue Date _____

Permit Expiration Date _____

Authorized Signature

Title

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Wednesday, May 17, 2023 2:18 PM
To: deputyclerk@lockportny.gov
Subject: FW: [EXTERNAL] Re: WNYDGC Event

-----Original Message-----

From: James Carman <jamescarman1985@gmail.com>
Sent: Wednesday, May 17, 2023 1:36 PM
To: cityclerk@lockportny.gov
Subject: Re: [EXTERNAL] Re: WNYDGC Event

Hello Sarah,

8 am - 7 pm should cover it.

> On May 17, 2023, at 11:28 AM, cityclerk@lockportny.gov wrote:

>

> James,

>

> Can you please clarify the times for this event?

> Thanks so much!

> Sarah

>

> -----Original Message-----

> **From:** James Carman <jamescarman1985@gmail.com>

> **Sent:** Monday, May 8, 2023 4:21 PM

> **To:** James Carman <jamescarman1985@gmail.com>

> **Cc:** cityclerk@lockportny.gov

> **Subject:** [EXTERNAL] Re: WNYDGC Event

>

> Hello,

>

> Following up on this request.

>

> Thank you.

>

>> On May 2, 2023, at 12:17 PM, James Carman <jamescarman1985@gmail.com> wrote:

>>

>> Good Morning,

>>

>> I'm reaching out on behalf of WNY Disc Golf Club. We are looking to host a tournament at the Outwater Memorial Park disc golf course on 5/28. Please let me know what I need to do for us to proceed with this event.

>>

>> Thank you,

>> James Carman

>> 315-380-5130



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paul Wolf Agency, Inc. 2686 Elmwood Ave. Kenmore NY 14217		CONTACT NAME: Liza Grimaldi PHONE (A/C, No, Ext): (716) 835-9653 E-MAIL: paul@paulwolfagency.com ADDRESS: paul@paulwolfagency.com FAX (A/C, No): (716) 877-9657	
INSURED Western New York Disc Golf Club LLC Sam Castiglione 1074 Carter Drive Grand Island NY 14072		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	EV107953	02/26/2023	12/31/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 0						
	PERSONAL & ADV INJURY \$ 1,000,000						
						GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COMPROP AGG \$ 3,000,000	
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Lockport is listed as additional insured as it relates to the use of the city's right of way by the wny disc golf club on May 28, 2023 for the purpose of a disc golf event at Outwater

CERTIFICATE HOLDER

City of Lockport: Outwater Park
147 Outwater Dr
Lockport, NY 14094

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Molly Lawson

From: Roland Davis <lockportrampage@gmail.com>
Sent: Tuesday, May 2, 2023 7:59 PM
To: jamesmount; jeremy brown; mlawson@lockportny.gov; shar9559@aol.com
Subject: [EXTERNAL] Lockport Wildcats Football

Good Evening,

The 501(c)3 Lockport Wildcats Minor Professional Adult Football team are seeking use of Exchange Club Field-Outwater Park and the Rotary Club Community Pool Men's Locker room for the 2023 season. The Wildcats have partnered with the Lockport Little Loop Football Club this season to bring Saturday night entertainment to the Lockport Community. We are requesting use of the facilities on the following dates and times:

June 10, 2023 5pm-11pm
July 8, 2023 5pm-11pm
July 15, 2023 5pm-11pm
August 5, 2023 5pm-11pm

Post - Season possibility based on Record:
August 19, 2023 5pm-11pm
August 26, 2023 5pm-11pm

Please note all kickoffs are scheduled for 7pm, the additional hours are requested for set up and clean up. Thank you for your time and consideration.

Sincerely,

Roland Davis
President, Lockport Wildcats, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Special Markets Insurance Consultants 1055 MAIN ST STE 101 STEVENS POINT, WI 54481-2860	CONTACT NAME:	
	PHONE (A/C, No, Ext): 7153036106	FAX (A/C, No): 7153446126
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Northeastern Football Alliance LLC 515 FRONT ST OLEAN, NY 14760-2802	E-MAIL ADDRESS: bonnie@specialmarkets.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** GAS108164**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	GENERAL LIABILITY	X		PAC 4725034	05/01/2023 12:00 AM	09/01/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$0					
							PERSONAL & ADV INJURY	\$1,000,000					
							GENERAL AGGREGATE	\$2,000,000					
							PRODUCTS - COMP/OP AGG	\$2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:												
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC												
	AUTOMOBILE LIABILITY										COMBINED SINGLE LIMIT (Ea accident)		
	<input type="checkbox"/> ANY AUTO											BODILY INJURY (Per person)	
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)							
<input type="checkbox"/> HIRED AUTO	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)							
	UMBRELLA LIAB						EACH OCCURRENCE						
	EXCESS LIAB						AGGREGATE						
	DED												
	RETENTION \$												
A	Professional Liability	X		PAC 4725034	05/01/2023 12:00 AM	09/01/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000					
							AGGREGATE LIMIT	\$1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Covered Activities: Football

City of Lockport, 1 Locks Plaza, Lockport NY 14094 is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage**CERTIFICATE HOLDER**Outwater Park-Exchange Field/Rotary Club Community Pool
150 Outwater Drive
Lockport, NY 14094**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Special Markets Insurance Consultants

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Tuesday, May 16, 2023 4:21 PM
To: 'Dawn Lambalzer'; mroman@lockportny.gov
Cc: Aal@LockportNY.gov; 'Deputy City Clerk'
Subject: RE: [EXTERNAL] Lockport in Bloom 2023 event

Good Afternoon,

This will appear under communications in the next meeting which will be held on May 31, 2023 and we will have the resolution placed in that meeting as well.

Thank you!
Sarah

From: Dawn Lambalzer <lockportinbloom@yahoo.com>
Sent: Tuesday, May 9, 2023 8:46 AM
To: mroman@lockportny.gov
Cc: Aal@LockportNY.gov
Subject: [EXTERNAL] Lockport in Bloom 2023 event

May 9, 2023

Honorable Mayor Michelle Roman
Common Council, and Sarah K Lanzo, City Clerk
One Locks Plaza
Lockport NY 14094

Re: Lockport in Bloom July 2023

Would you please place our request for the following on the next meeting agenda of the Common council:

1. We respectfully request permission to hold the the 20TH annual Lockport in Bloom garden walk on the weekend of July 14th , 6- 10pm 15th 10a-4p, 16th 10a-4p 2023.
2. We Respectfully request permission to place 3 signs advertising this event in 3 city parks , Children's Memorial park on Transit rd, Locust st park, and Ida Fritz park. Each sign in a garden bed as to be unobtrusive to mowing.

In the past 20 years through the generosity of our local sponsors, and the support of our local elected representatives we have grown this event and now celebrate two decades sharing the love of gardening in our community. We project an estimated 1500 visitors to Lockport over the 3 days to enjoy the nearly 3 dozen open gardens that participate .

Thank you for your consideration:
The Bloom Committee:
Danielle and Matthew Warchoki



Thursday, April 20, 2023

Members of the Lockport Common Council,

The Kenan Center Inc., requests permission to erect a banner in promotion of our 52nd Annual American Craftsmen event. We would like the banner up from May 24th through June 4nd and for it to be located across Route 31, by East Avenue at Davison Road, adjacent to Lockport Town & Country Club.

Thank you for your consideration and we look forward to future related correspondence.

All the best,

Rikki Cason-Weller

Marketing Manager

The Kenan Center Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2023

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PRODUCER The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221		CONTACT NAME: Mary Beth Beane PHONE (A/C, No, Ext): (716) 562-3267 FAX (A/C, No): (716) 928-8690 E-MAIL ADDRESS: mbbeane@evansagencyins.com	
INSURED The Kenan Center Inc & The First Presbyterian Church of Lockport 433 Locust Street Lockport NY 14094		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 2023-2024 MASTER CERT

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2534349	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2534349	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB856857	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured as required per written contract.

See attached Acord 101.

CERTIFICATE HOLDER**CANCELLATION**City of Lockport
One Locks Plaza

Lockport

NY 14094

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 00032226

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY The Evans Agency, LLC		NAMED INSURED The Kenan Center Inc & The First Presbyterian Church of Lockport 433 Locust Street Lockport NY 14094	
POLICY NUMBER PHPK2534349		EFFECTIVE DATE: 04/01/2023	
CARRIER Philadelphia Indemnity Ins Co	NAIC CODE 18058		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

General Liability

General Liability Deluxe Endorsement: Human Services - PI-GLD-HS NY (10/11).
Blanket Additional Insured with a written contract.

Cc: Michelle Roman <mroman@lockportny.gov>
Subject: [EXTERNAL] Request to Utilize Dolan Park

Hello,

I am writing on behalf of the Lockport City School District My Brother's Keeper (MBK) Program Advisory Council. We would like to reserve the use of Dolan Park on June 10th from 9am to 3pm for the purposes of holding an end of year MBK celebration BBQ and Basketball Tournament. We would like to use the pavilion and basketball court and also have the option to erect a tent, use a grill, and possibly bring food trucks.

I reached out to Mayor Roman regarding the proposed event (she sits on the MBK Advisory Council) and she indicated that I should connect with you regarding this request. Please let me know what additional steps I should take to secure Dolan Park on 6/10/23.

Many thanks!

Holly Dickinson, MS Ed. CAS

Pronouns: she/her/hers

Director of Grants & District/Community Programs

Lockport City School District

130 Beattie Avenue

Lockport, NY 14094

(716) 478-4827



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221		CONTACT NAME: Debra Williams PHONE (A/C, No, Ext): (716) 926-8697 FAX (A/C, No): (716) 926-8690 E-MAIL ADDRESS: dwilliams@evansagencyins.com													
INSURED Lockport City School District 130 Beattie Avenue Lockport NY 14094		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Utica National Assurance Co</td><td>NAIC # 10687</td></tr><tr><td>INSURER B: Republic Franklin Ins Co</td><td>12475</td></tr><tr><td>INSURER C: Utica National Ins Co of Texas</td><td>43478</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Utica National Assurance Co	NAIC # 10687	INSURER B: Republic Franklin Ins Co	12475	INSURER C: Utica National Ins Co of Texas	43478	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Utica National Assurance Co	NAIC # 10687														
INSURER B: Republic Franklin Ins Co	12475														
INSURER C: Utica National Ins Co of Texas	43478														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2022-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		CPP5112929	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAC5112933	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PIP-Basic \$ 50,000
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CULP5112934	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 15,000,000
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Lockport is included as Additional Insured on the General Liability policy as it relates the use of Dolan Park facilities for the MBK Celebration BBQ and Basketball Tournament on June 10, 2023

CERTIFICATE HOLDER

CANCELLATION

City of Lockport Office of City Clerk One Locks Plaza Lockport NY 14094	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>/s/ M. K. Williams</i>

Cornell Cooperative Extension | Niagara County



May 8, 2023

Sarah K. Lanzo, City Clerk
City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094

MAY 11 2023
CITY CLERK OFFICE

RE: Street Banner for 2023 Niagara County Fair

Cornell Cooperative Extension of Niagara County is asking for permission to erect a Fair banner across East Avenue at Davison Road from July 26 until August 6, 2023 to promote the 2023 Niagara County Fair. If approved, please state our name in the resolution as Cornell Cooperative Extension, Niagara County.

Upon approval CCE will send payment of \$50 for the banner to be erected along with a Certificate of Insurance. Thank you.

Sincerely,

Justin P. Rogers
Executive Director/Fair Director

Growing Minds, Growing Communities

Lockport 4487 Lake Avenue Lockport, NY 14094 | 716.433.8839 Web: cceniagaracounty.org

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Monday, May 15, 2023 1:04 PM
To: 'Deputy City Clerk'
Subject: FW: [EXTERNAL] RE: Fitness in the Parks 2023

053123.X

By Alderman _____:

Resolved, that pursuant to their request, the YMCA of Buffalo Niagara, is hereby granted permission to conduct the "Fitness in the Parks" program at Nelson C Goehle Marina Park (Widewaters), Sundays and Thursday's and Outwater Park on Monday's; beginning June 4, 2023 until August 28, 2023. All classes free and open to members of the community. Said permission is subject to the YMCA of Buffalo Niagara filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

Seconded by Alderman _____ and adopted.
Ayes ____.

From: Katarina Manuse <kmanuse@ymcabn.org>
Sent: Monday, May 8, 2023 11:14 AM
To: cityclerk@lockportny.gov; Brianna Brogan <brogan@ymcabn.org>
Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

Outwater Park

Yoga Barre Fusion – Mondays 7:30 pm

Goehle Marina (Widewaters)

Barre – Sundays 10:00 am

Bootcamp – Thursdays 9:00 am

These days are confirmed. The Monday class will begin June 5th and run through August 28th. Sundays class will begin June 4th and run through August 27th. The Thursday class will begin June 1st and run through August 31st.

Please let me know what else you need.

Best,

Katarina

Katarina Manuse

Senior Program Director – Wellness

YMCA BUFFALO NIAGARA

Independent Health & Ken-Ton Family Branch YMCAs

150 Tech Drive, Amherst, NY 14221



From: cityclerk@lockportny.gov <cityclerk@lockportny.gov>

Sent: Monday, May 8, 2023 10:20 AM

To: Brianna Brogan <bbrogan@ymcabn.org>; Katarina Manuse <kmanuse@ymcabn.org>

Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

See below for what I have – we had just had some disconnect in the process, and I wanted to have the dates and specifics for the resolution.

Thank you again!

From: cityclerk@lockportny.gov <cityclerk@lockportny.gov>

Sent: Monday, February 27, 2023 12:57 PM

To: 'Brianna Brogan' <bbrogan@ymcabn.org>; 'Katarina Manuse' <kmanuse@ymcabn.org>

Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

Hello!

I am writing to follow up on the request regarding Fitness in the Parks. I wanted to verify the below listed parks, and send a reminder about the Insurance. Please let me know, and I will be able to submit the resolution for approval.

Thank you!
Sarah

From: cityclerk@lockportny.gov [<mailto:cityclerk@lockportny.gov>]

Sent: Tuesday, February 21, 2023 3:22 PM

To: 'Brianna Brogan' <bbrogan@ymcabn.org>; 'Katarina Manuse' <kmanuse@ymcabn.org>; 'jgoff@lockportny.gov' <jgoff@lockportny.gov>

Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

Good afternoon!

I would like to add the requested parks to a resolution for one of the next meetings – just wanted to verify those that you are looking to use in the city of Lockport:

Outwater Park

Yoga Barre Fusion – Mondays 7:30 pm

Goehle Marina (Widewaters)

Barre – Sundays 10:00 am
Bootcamp – Thursdays 9:00 am

The additional step is to send us an insurance liability form stating the City of Lockport as additionally insured.

Thank you!
Sarah

From: Brianna Brogan [mailto:bbrogan@ymcabn.org]
Sent: Monday, February 20, 2023 3:42 PM
To: cityclerk@lockportny.gov; Katarina Manuse <kmanuse@ymcabn.org>; jgoff@lockportny.gov
Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

Thank you!

Brianna Brogan
Health & Well-Being Director
LOCKPORT FAMILY YMCA
5833 Snyder Dr. Lockport, NY, 14094
(716) 434-8887 | email bbrogan@ymcabn.org | YMCABN.org
Like us on [Facebook](#). Follow us on [Twitter](#).
The Y: We're for youth development, healthy living, and social responsibility.



From: cityclerk@lockportny.gov <cityclerk@lockportny.gov>
Sent: Monday, February 20, 2023 3:41 PM
To: Brianna Brogan <bbrogan@ymcabn.org>; Katarina Manuse <kmanuse@ymcabn.org>; jgoff@lockportny.gov
Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

Some people who received this message don't often get email from cityclerk@lockportny.gov. [Learn why this is important](#)

Thank you – I will be looking into this more tomorrow!

From: Brianna Brogan [mailto:bbrogan@ymcabn.org]
Sent: Monday, February 20, 2023 3:40 PM
To: cityclerk@lockportny.gov; Katarina Manuse <kmanuse@ymcabn.org>; jgoff@lockportny.gov
Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

No response yet, thank you for checking!

Brianna Brogan
Health & Well-Being Director
LOCKPORT FAMILY YMCA
5833 Snyder Dr. Lockport, NY, 14094
(716) 434-8887 | email bbrogan@ymcabn.org | YMCABN.org
Like us on [Facebook](#). Follow us on [Twitter](#).
The Y: We're for youth development, healthy living, and social responsibility.



From: cityclerk@lockportny.gov <cityclerk@lockportny.gov>
Sent: Monday, February 20, 2023 3:37 PM
To: Brianna Brogan <bbrogan@ymcabn.org>; Katarina Manuse <kmanuse@ymcabn.org>; jgoff@lockportny.gov
Subject: RE: [EXTERNAL] RE: Fitness in the Parks 2023

Some people who received this message don't often get email from cityclerk@lockportny.gov. [Learn why this is important](#)

Good afternoon!

I am in receipt of your email. Can you please let me know if you had received any response from the Clerks office to date?

I want to be able to appropriately follow up!

Thanks for your time and patience!

Sarah

From: Brianna Brogan [<mailto:bbrogan@ymcabn.org>]
Sent: Friday, February 17, 2023 7:16 PM
To: Katarina Manuse <kmanuse@ymcabn.org>; jgoff@lockportny.gov
Subject: [EXTERNAL] RE: Fitness in the Parks 2023

Jeanne we also would like to host at an additional city park at the following time:

Outwater Park

Yoga Barre Fusion – Mondays 7:30 pm

Brianna Brogan
Health & Well-Being Director
LOCKPORT FAMILY YMCA
5833 Snyder Dr. Lockport, NY, 14094
(716) 434-8887 | email bbrogan@ymcabn.org | YMCABN.org
Like us on [Facebook](#). Follow us on [Twitter](#).
The Y: We're for youth development, healthy living, and social responsibility.



From: Katarina Manuse <kmanuse@ymcabn.org>
Sent: Friday, February 17, 2023 7:02 PM
To: jgoff@lockportny.gov
Cc: Brianna Brogan <bbrogan@ymcabn.org>
Subject: Fitness in the Parks 2023

Good afternoon, Jeanne,

We are beginning to plan for our upcoming Fitness in the Parks Season, 2023. We would like to host the classes listed below:

Goehle Marina (Widewaters)

Barre – Sundays 10:00 am

Bootcamp – Thursdays 9:00 am

Please let me know next steps!

Best,

Katarina

Katarina Manuse

Senior Program Director – Wellness

YMCA BUFFALO NIAGARA

Independent Health & Ken-Ton Family Branch YMCAs

150 Tech Drive, Amherst, NY 14221

(716) 276-8300 | (716) 861-9666 | kmanuse@ymcabn.org | YMCABN.org

Like us on [Facebook](#). Follow us on [Twitter](#).

The Y: We're for youth development, healthy living, and social responsibility.





YMCABUF-01

LKONTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	CONTACT NAME: Leslie A. Konter, CIC	
	PHONE (A/C, No, Ext): (716) 362-7309	FAX (A/C, No): (716) 847-1360
	E-MAIL ADDRESS: lkonter@walshduffield.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Young Men's Christian Association Buffalo Niagara dba YMCA Buffalo Niagara 301 Cayuga Road, Suite 100 Buffalo, NY 14225	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: Security National Insurance Co	19879
	INSURER C: Guardian	64246
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		X	PHPK2492985	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2492985	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB842240	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SWC1420688	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<input checked="" type="checkbox"/> NYS Disability			974131-001	1/1/2022	12/31/2022	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: "Fitness in the Parks" held at Goehle Marina, 768 Market Street, Lockport, NY 14094 and Outer Water Park, 150 Outer Water Dr., Lockport NY 14094 (group exercise classes) from 6/1/23 to 8/31/23.

City of Lockport is additional insured under General Liability, per blanket additional insured PI-GLD-HS NY 10/11 to the extent provided therein, if required by signed written contract, with respect to "Fitness in the Parks" program.

CERTIFICATE HOLDER

CANCELLATION

City of Lockport 1 Locks Plaza Lockport, NY 14094	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Edward F. Walsh Jr.

City of Lockport - Resolution Request Form

Agenda Description: Budget Amendment for NYSDOT Funding

Presented By: Clayton Dimmick

Date Submitted: 5/17/2023

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

✓

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

Every year, NYSDOT awards funding to the City of Lockport for road work. Funding comes in form of CHIPS/POP/EWR/Pave/Touring. The award letter was provided to the City on 5/17/2023 for the City's FY 2023 budget. This resolution will add funds into the FY 2023 capital budget.

Explanation of Attachments:

1) Award letter, 2) Budget Printout, 3) Resolution

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____

Clerk/Legal/Finance Approval:

Notes:

All funds but Touring get applied to H082, Touring gets applied to H208.

Name: Tim Russo

Date of Approval: 5/17/2023



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

May 02, 2023

MICHAEL HOFFMAN
HIGHWAY SUPERINTENDENT
CITY OF LOCKPORT
455 SOUTH NIAGARA ST
LOCKPORT NY 14094

Dear Mr. Hoffman:

The 2023-24 State Budget provides funding to support the repair, rehabilitation, and modernization of local roads and bridges. The Budget includes \$598.1 million in Consolidated Local Street and Highway Improvement Program (CHIPS) funding, \$150 million in PAVE-NY funding, and \$100 million in Extreme Winter Recovery (EWR) funding, \$140 million in State Touring Route (STR) funding and \$100 million in Pave Our Potholes (POP). Also included are reappropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE-NY, EWR, STR and POP appropriations. Please provide a copy of this letter to the chief financial officer for your municipality.

The next quarterly SFY 2023-24 CHIPS, PAVE-NY, EWR, STR and POP reimbursements are scheduled to be made on June 29, 2023. Requests for the June payments must be for expenditures made on or after December 30, 2021 (April 1, 2022 for POP) through May 26, 2023. Refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. The City of Lockport has the following funding amounts available for the June payments.

Program	Total Balance	23-24 Apportionment Balance	Cumulative Rollover Balance
CHIPS	\$980,230.43	\$781,155.13	\$199,075.30
PAVE NY	\$196,206.71	\$194,718.06	\$1,488.65
EWR	\$133,056.10	\$132,782.79	\$273.31
STR	\$2,496,816.94	\$1,173,017.58	\$1,323,801.36
POP ¹	\$130,634.96	\$129,812.04	\$822.92

The instructions for applying for the June 29, 2023 reimbursements are located on the back of this letter and on the CHIPS website. The New York State Department of Transportation (NYSDOT) Regional Office must receive all program payment submission items no later than June 02, 2023. Please sign the certification on each page of the reimbursement request forms and keep a copy of the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 542027.

Municipalities may mail or e-mail their Documentation Checklists, reimbursement request forms, and supporting documentation to their NYSDOT Region. Guidance for e-mail submissions may be obtained on the CHIPS website. Contact information:

Jim Cuozzo
NYSDOT Regional CHIPS Representative
New York State Department of Transportation
100 Seneca Street
Buffalo, NY 14203
dot.sm.r05.CHIPS@dot.ny.gov

If you have any questions, please contact Jim Cuozzo at 716-847-3883.

Respectfully yours,

Dawn Arnold
Acting Director, Local Programs Bureau

¹ As of January 1, 2023, microsurfacing; paver placed surface treatment; single course surface treatment involving chip seals or oil and stone; or double course surface treatment involving chip seals or oil and stone are not eligible project activities for the Pave our Potholes (POP) program.

Budget Performance Report

Life-to-Date to 12/31/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund H082 - Active, Highway Maint. Program									
	REVENUE								
	Department 5112 - Highway Perm Improvement								
33501	Consolidated Highway Aid	.00	4,648,740.97	4,648,740.97	.00	.00	4,447,080.79	201,660.18	96%
	Department 5112 - Highway Perm Improvement Totals	\$0.00	\$4,648,740.97	\$4,648,740.97	\$0.00	\$0.00	\$4,447,080.79	\$201,660.18	96%
	REVENUE TOTALS	\$0.00	\$4,648,740.97	\$4,648,740.97	\$0.00	\$0.00	\$4,447,080.79	\$201,660.18	96%
	EXPENSE								
	Department 5112 - Highway Perm Improvement								
52450	Infrastructure-Roads	.00	4,648,740.97	4,648,740.97	.00	78,493.60	4,499,110.90	71,136.47	98%
	Department 5112 - Highway Perm Improvement Totals	\$0.00	\$4,648,740.97	\$4,648,740.97	\$0.00	\$78,493.60	\$4,499,110.90	\$71,136.47	98%
	EXPENSE TOTALS	\$0.00	\$4,648,740.97	\$4,648,740.97	\$0.00	\$78,493.60	\$4,499,110.90	\$71,136.47	98%
	Fund H082 - Active, Highway Maint. Program Totals								
	REVENUE TOTALS	.00	4,648,740.97	4,648,740.97	.00	.00	4,447,080.79	201,660.18	96%
	EXPENSE TOTALS	.00	4,648,740.97	4,648,740.97	.00	78,493.60	4,499,110.90	71,136.47	98%
	Fund H082 - Active, Highway Maint. Program Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$78,493.60)	(\$52,030.11)	\$130,523.71	
Fund H208 - Active, Touring Routes									
	REVENUE								
	Department 5112 - Highway Perm Improvement								
33501	Consolidated Highway Aid	.00	1,675,739.40	1,675,739.40	.00	.00	351,938.04	1,323,801.36	21%
	Department 5112 - Highway Perm Improvement Totals	\$0.00	\$1,675,739.40	\$1,675,739.40	\$0.00	\$0.00	\$351,938.04	\$1,323,801.36	21%
	REVENUE TOTALS	\$0.00	\$1,675,739.40	\$1,675,739.40	\$0.00	\$0.00	\$351,938.04	\$1,323,801.36	21%
	EXPENSE								
	Department 5112 - Highway Perm Improvement								
52450	Infrastructure-Roads	.00	1,675,739.40	1,675,739.40	.00	7,825.61	376,977.06	1,290,936.73	23%
	Department 5112 - Highway Perm Improvement Totals	\$0.00	\$1,675,739.40	\$1,675,739.40	\$0.00	\$7,825.61	\$376,977.06	\$1,290,936.73	23%
	EXPENSE TOTALS	\$0.00	\$1,675,739.40	\$1,675,739.40	\$0.00	\$7,825.61	\$376,977.06	\$1,290,936.73	23%
	Fund H208 - Active, Touring Routes Totals								
	REVENUE TOTALS	.00	1,675,739.40	1,675,739.40	.00	.00	351,938.04	1,323,801.36	21%
	EXPENSE TOTALS	.00	1,675,739.40	1,675,739.40	.00	7,825.61	376,977.06	1,290,936.73	23%
	Fund H208 - Active, Touring Routes Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,825.61)	(\$25,039.02)	\$32,864.63	
	Grand Totals								
	REVENUE TOTALS	.00	6,324,480.37	6,324,480.37	.00	.00	4,799,018.83	1,525,461.54	76%
	EXPENSE TOTALS	.00	6,324,480.37	6,324,480.37	.00	86,319.21	4,876,087.96	1,362,073.20	78%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$86,319.21)	(\$77,069.13)	\$163,388.34	

Whereas, the NYS Department of Transportation has awarded the City of Lockport a total of \$2,411,485.60 in CHIPS, PAVE NY, EWR, STR, and POP funding for the FY 2023 capital budget year; now, therefore, be it

Resolved, that the FY 2023 Capital Fund budget is amended to add the apportioned balances as follows:

Revenue:

Increase

H082.5112.33501	Consolidated Highway Aid	\$1,238,468.02
H208.5112.33501	Consolidated Highway Aid	\$1,173,017.58

Expense:

Increase

H082.5112.52450	Infrastructure – Roads	\$1,238,468.02
H208.5112.52450	Infrastructure – Roads	\$1,173,017.58

City of Lockport - Resolution Request Form

Agenda Description: **Wastewater Treatment Equipment Rental**

Presented By: **Mike McFall**

Date Submitted: **5/18/2023**

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

✓

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

The Chief Operator of Wastewater Treatment would like to rent a piece of equipment for redoing the biofilter at the Compost plant, removing debris from the diffusers (mixing zone) at the creek, and to help redirect water during high flows away from the plant property.

Explanation of Attachments:

(1) Quote for Service, (2) Budget Printout

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____

Clerk/Legal/Finance Approval:

Notes:

Requires budget amendment to be done.

Name: **Tim Russo**

Date of Approval: **5/18/2023**

Whereas the Chief Operator of Wastewater Treatment has proposed a plan to remove debris from the diffusers (mixing zone) at the creek, redo the biofilter at the Compost plant, and to help redirect water during high flows away from the plant property; and

Whereas said plan requires further equipment that is not currently available with City-owned equipment, but is available via short term leases; and

Whereas funding has not been allotted for this purposes;

Now therefore be it resolved that the FY 2023 Sewer Fund Operating Budget is amended as follows:

Expense

Decrease

G.1900.54775	Contingency	\$5,500
--------------	-------------	---------

Increase

G.8130.54065	Equipment Rental / Lease	\$5,500
--------------	--------------------------	---------



5105 Lockport Rd
Lockport NY 14094

Estimate

Date	Estimate #
3/9/2023	1230

Name / Address
City of Lockport Waste Water Treatment Plant 611 W Jackson St. Lockport, NY 14094

			Project
Description	Qty	Rate	Total
Quote for Monthly Rental for SANY SY265 (Includes Delivery and Pickup)		5,500.00	5,500.00
For City of Lockport per John Leible			
Sales Tax		8.00%	0.00
		Total	\$5,500.00

716-625-7269

Budget Performance Report

Date Range 01/01/23 - 05/18/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund G - Sewer Fund									
EXPENSE									
Department 1900 - Special Items									
54070	Insurance	52,000.00	.00	52,000.00	.00	17,153.48	30,865.02	3,981.50	92
54078	Gasoline, Oil, Diesel Fuel	19,992.00	.00	19,992.00	1,305.97	14,329.79	5,662.21	.00	100
54775	Contingency	111,845.00	(800.00)	111,045.00	.00	.00	.00	111,045.00	0
Department 1900 - Special Items Totals		\$183,837.00	(\$800.00)	\$183,037.00	\$1,305.97	\$31,483.27	\$36,527.23	\$115,026.50	37%
Department 8130 - Wastewater Treatment									
51010	Full Time Wages	730,401.00	674.00	731,075.00	55,142.50	.00	255,476.41	475,598.59	35
51100	Overtime	16,000.00	.00	16,000.00	1,257.89	.00	8,877.60	7,122.40	55
51120	Longevity	7,217.00	.00	7,217.00	550.00	.00	5,150.00	2,067.00	71
51130	Out of Grade	25,000.00	.00	25,000.00	671.17	.00	2,959.61	22,040.39	12
51150	Holiday Pay	951.00	.00	951.00	.00	.00	.00	951.00	0
51160	Shift Differential	3,000.00	.00	3,000.00	273.77	.00	1,545.94	1,454.06	52
51170	Additional & Other Compensation	5,000.00	.00	5,000.00	384.62	.00	1,923.10	3,076.90	38
51185	Allowances	8,275.00	.00	8,275.00	.00	.00	.00	8,275.00	0
52015	Technical Equipment	7,500.00	(500.00)	7,000.00	.00	.00	.00	7,000.00	0
54003	Office Furniture	400.00	.00	400.00	.00	.00	.00	400.00	0
54005	Office Supplies	2,000.00	.00	2,000.00	24.58	679.61	970.39	350.00	82
54007	Janitorial Supplies	850.00	500.00	1,350.00	.00	130.54	1,158.42	61.04	95
54030	Small Tools	500.00	500.00	1,000.00	.00	.00	934.86	65.14	93
54033	Licensing & Certifications	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0
54035	Training and Education	15,000.00	.00	15,000.00	.00	1,407.70	12,878.30	714.00	95
54040	Assoc./Membership Dues	500.00	.00	500.00	.00	.00	80.00	420.00	16
54045	Travel Related Costs	7,000.00	.00	7,000.00	.00	400.00	692.22	5,907.78	16
54050	Equip. Maintenance/Repair	55,000.00	8,500.00	63,500.00	3,846.34	27,620.54	34,612.36	1,267.10	98
54055	Professional Services	25,000.00	.00	25,000.00	.00	18,609.30	6,390.70	.00	100
54057 Administrative Expense									
54057.A	Administrative Expense General Fund	170,000.00	.00	170,000.00	.00	.00	.00	170,000.00	0
54057.FX	Administrative Expense Water	134,437.00	.00	134,437.00	.00	.00	.00	134,437.00	0
54057 - Administrative Expense Totals		\$304,437.00	\$0.00	\$304,437.00	\$0.00	\$0.00	\$0.00	\$304,437.00	0%
54065	Equipment Rental / Lease	17,616.00	.00	17,616.00	1,086.59	9,422.47	8,191.53	2.00	100
54075	Maintenance / Service Contracts	45,000.00	.00	45,000.00	2,150.57	13,285.44	5,636.56	26,078.00	42
54076	Property Repairs	26,000.00	15,905.32	41,905.32	1,010.81	27,008.84	6,933.91	7,962.57	81
54077	Const. & Maint. Supplies	12,000.00	(500.00)	11,500.00	574.97	1,802.66	9,232.83	464.51	96
54078	Gasoline, Oil, Diesel Fuel	2,500.00	.00	2,500.00	.00	.00	840.43	1,659.57	34
54085	Clothing and Uniforms	9,000.00	.00	9,000.00	782.61	5,359.36	3,640.64	.00	100
54200	Laboratory Supplies and Services	35,000.00	.00	35,000.00	558.02	15,008.59	9,096.40	10,895.01	69
54300	Vehicle Maint. & Repair	2,500.00	.00	2,500.00	170.91	1,240.75	486.50	772.75	69
54440	Fees & Permits	66,500.00	.00	66,500.00	635.98	8,259.63	8,040.37	50,200.00	25
54515	Special Supplies	5,000.00	.00	5,000.00	.00	2,078.95	2,451.05	470.00	91

Budget Performance Report

Date Range 01/01/23 - 05/18/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund G - Sewer Fund									
EXPENSE									
Department 8130 - Wastewater Treatment									
54520	Chemicals	100,000.00	(8,500.00)	91,500.00	4,302.02	38,501.18	16,498.82	36,500.00	60
54540	Utility System Reform	10,000.00	.00	10,000.00	2,605.30	.00	6,300.95	3,699.05	63
54605	Telephone Services	5,000.00	.00	5,000.00	139.48	2,571.82	1,268.18	1,160.00	77
54610	Internet Services	6,500.00	.00	6,500.00	622.84	3,587.93	2,712.07	200.00	97
54620	Utilities - Natural Gas	64,000.00	.00	64,000.00	4,609.99	.00	39,579.96	24,420.04	62
54623	Utilities - Electricity	200,000.00	.00	200,000.00	4,358.22	.00	39,040.36	160,959.64	20
54635	Refuse Disposal	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0
58010	FICA	61,498.00	52.00	61,550.00	4,422.50	.00	20,944.58	40,605.42	34
58020	Workers Compensation	44,119.00	.00	44,119.00	3,717.12	.00	17,218.77	26,900.23	39
58040	Hospital & Medical Insurance	223,512.00	.00	223,512.00	17,341.68	.00	80,383.58	143,128.42	36
58050	Retirement	85,105.00	74.00	85,179.00	.00	.00	18,686.20	66,492.80	22
Department 8130 - Wastewater Treatment Totals		\$2,243,881.00	\$16,705.32	\$2,260,586.32	\$111,240.48	\$176,975.31	\$630,833.60	\$1,452,777.41	36%
EXPENSE TOTALS		\$2,427,718.00	\$15,905.32	\$2,443,623.32	\$112,546.45	\$208,458.58	\$667,360.83	\$1,567,803.91	36%
Fund G - Sewer Fund Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		2,427,718.00	15,905.32	2,443,623.32	112,546.45	208,458.58	667,360.83	1,567,803.91	36%
Fund G - Sewer Fund Totals		(\$2,427,718.00)	(\$15,905.32)	(\$2,443,623.32)	(\$112,546.45)	(\$208,458.58)	(\$667,360.83)	(\$1,567,803.91)	
Grand Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		2,427,718.00	15,905.32	2,443,623.32	112,546.45	208,458.58	667,360.83	1,567,803.91	36%
Grand Totals		(\$2,427,718.00)	(\$15,905.32)	(\$2,443,623.32)	(\$112,546.45)	(\$208,458.58)	(\$667,360.83)	(\$1,567,803.91)	

City of Lockport - Resolution Request Form

Agenda Description: Authorize Purchase of Additional 12 Ton Truck

Presented By: Clayton Dimmick

Date Submitted: 3/17/2023

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

✓

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

This resolution would authorize the purchase of an additional 12 ton truck under the same Onondaga price agreement as the authorization made in resolution 041223.8 (which was funded with ARPA funding). This purchase would increase the efficiency in streets maintenance and street work.

Explanation of Attachments:

1) resolution, 2) previous authorization resolution 041223.8, 3) quote, 4) Viking contract.

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____

Clerk/Legal/Finance Approval:

Notes:

Delay in submission to approval due to delay with NYSDOT funding award letter /NYS budget appropriation.

Name: Tim Russo

Date of Approval: 5/17/2023

Whereas, the NYS Department of Transportation has awarded the City of Lockport \$781,155.13 in CHIPS funding in the FY 2023 capital budget;

Whereas, the Director of Streets, Parks, and Water Distribution has recommended to purchase a 12-ton truck for street operations that are eligible for CHIPS reimbursement;

Whereas, a quote from Kenworth and Viking under Onondaga pricing agreement #8996 provides said equipment for a total price of \$217,281 and is within the parameters of the procurement policy;

Now therefore be it resolved, that the City is authorized to enter into a purchasing agreement with Kenworth and Viking and to utilize account number H082.5112.52450.

041223.8

By Alderman Fogle:

Whereas, the Federal American Rescue Plan of 2021 (ARPA) provided Coronavirus Local Fiscal Recovery funding to the City of Lockport with a total allocation of \$2,082,557.84,

Whereas, resolution 081821.4 authorized \$1,007,632 in various projects to be funded with said funds, including a sewer vacuum (\$377,527), two street sweepers (totaling \$417,440), a Bandit 18XP Drum Chipper (\$55,313) minus the trade in value of the City's Morbark M15RX Chipper (\$18,500), and a 12-ton truck (\$175,852),

Whereas, due to supply chain and ordering issues, the order for the 12-ton truck (as a 2022 T480 base) could not be completed,

Whereas, a revised quote from the original company (still on Onondaga pricing agreement contract #8996) for a 2024 T480 base and equipment is now \$41,429 higher than originally budgeted,

Whereas, the City still maintains \$279,426 in unallocated ARPA funds,

Now therefore be it resolved, that the City is authorized to enter into a revised purchasing agreement with Kenworth and Viking and that that the FY 2023 General and Capital fund budget is amended as follows to recognize the extended use of ARPA funding:

Revenue

Increase

A.0000.34089

Federal Revenue

\$41,429

H212.5110.32801.A

Interfund from General

\$41,429

Expenditures

Increase

A.9901.59000.H

Interfund Transfer

\$41,429

H212.5110.52420

Machinery and Heavy Equip.

\$41,429

Seconded by Alderman Lupo and adopted. Ayes 6.



Kenworth Northeast Group, Inc.
100 Commerce Dr
Buffalo NY 14218
Phone: (716) 852-2800

City of Lockport
One Locks Plaza
Lockport NY 14094
Phone: (716) 439-6665

Prepared for: Clayton Dimmick

March 15, 2023

**Customer Quote – Pricing
Onondaga Pricing Agreement
Bld Ref# 8996**

Equipment: 1 2024 Kenworth T480 C&C.

2024 T480 Base MSRP	\$118,609.00	
Less 17% base discount	(20,164.00)	
Chassis Price after discount:		\$ 98,445.00
Options @ MSRP	\$ 46,383.00	
Less 15% option discount	(6,957.00)	
Option Price after discount:		\$ 39,426.00
Additional Kenworth NE Discount		\$ (11,751.00)
Total Price for cab & chassis		\$ 126,120.00
Plow Equipment by Viking: (as per quote# 989)		\$ 91,161.00
TOTAL PRICE:		\$ 217,281.00

Price includes the following:

1st year pick & delivery for service work
5year/100K aftertreatment warranty
Floor mats and seat covers

Prepared by: Carl Linn
716-432-5954
clinn@kenworthne.com



KENWORTH NORTHEAST GROUP - BUFFALO (K855)
100 COMMERCE DRIVE
BUFFALO, New York 14218

CITY OF LOCKPORT
225 S NIAGARA ST
LOCKPORT, New York 14094
United States of America

Carl Linn
Cell Phone:
Office Phone: 716-852-2800
Email: clinn@kenworthne.com

CLAYTON DIMMICK
Cell Phone: 716 998 0991
Email: cdimmick@lockportny.gov

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	26000
Description 1:	T480 SA plow	G.C.W. (lbs):	46000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)	93
Commodity:	Gravel/crushed rock/sand	Class B (Hwy/Mtn)	5
Body		Class C (Off-Hwy)	2
Type:	End dump	Class D (Off-Road)	0
Length (ft):	10	Maximum Grade:	6
Height (ft):	13	Wheelbase (in):	169
Max Laden Weight (lbs):	4000	Overhang (in):	60
Trailer		Fr Axle to BOC (in):	69.5
No. of Trailer Axles:	0	Cab to Axle (in):	99.5
Type:		Cab to EOF (in):	159.5
Length (ft):	0	Overall Comb. Length (in):	293
Height (ft):	0	Special Req. U.S. Domestic registry, 50-state.	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Std/ Opt	Description	Weight
Model		
S	T480 Series Conventional	10,386
O	T480 Vocational Hood	0
O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
O	T480 Single Rear	0
O	State of Registry: New York	0
Engine & Equipment		
O	PX-9 350 350@1750 1050@1200, 2021 With Turbo Exhaust Brake (VGT Brake). N09420 C333 0....Reserve Speed Limit Offset (N09380 C334 0....Maximum Cycle Distance (N202 N09360 C400 252....Reserve Speed Function Reset N09200 C399 120....Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0....Expiration Distance (N207) N09540 C395 0....Expiration Distance (N209) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400....Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	0
O	EPA Emissions Warranty Engine	0
S	PremierSpec	0
O	Gearing Analysis: Balance power/economy blend results.	0
O	Customer's Typical Operating Spd: 64 MPH	0
	Effective VSL Setting NA	0

Std/ Opt	Description	Weight
O	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Overrule	0
	Eff EIST NA Expiration Miles	0
S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
S	Air Cleaner: MD Composite Engine Mounted	0
O	Inside/Outside Air Intake for Engine Mounted Air Cleaner	16
S	Air Restriction Indicator: Mechanical Mounted on Air Cleaner.	0
O	Fan Hub: Horton Variable Speed For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	0
O	Cooling Module: 2.1M MD Vocation Hood 1000 Square Inches	10
O	Radiator winterfront.	0
O	Bugscreen Front of grille on 2.1M MD, C500, T600, T880, and W900. Behind grille on T680 and 1.9M MD.	2
O	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0
O	Tailpipe: 5 in. single 24 in. 45 degree curved.	6
S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
S	Run Aid:None *For Fuel Filter	0
S	Start Aid:None *For Fuel Filter	0
O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
O	Block heater: PACCAR 750 watt 120V for PX-7 and B6.7N. 1000 watt for PX-9 and ISL9 engines.	2
S	Alternator: PACCAR 160 amp, brush type	0
O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	62
S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-	0

Std/ Opt	Description	Weight
	volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	
O	Cab Power Cutoff SW on Cab Floor NFPA Compliant - Engine Shut off	2
Transmission & Clutch		
O	Transmission: Allison 3000RDS 6-speed, With PTO drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	399
O	Driveline: 2 Dana SPL170XL 1 centerbearing	17
S	One Heavy-Duty One-Piece Aluminum crossmember This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0
O	Torque converter included w/Allison Transmission.	0
O	Left hand Pto access, right hand dip stick tube Allison 3000 series only.	0
O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0
O	Allison Fuel Sense: Delete	0
O	Allison Transmission Mobile PTO Operation - Change max output speed to 4500 RPM	0
O	J1939 Park Brake Auto Neutral	0
O	Allison Neutral at Stop	0
O	PTO Adapter For Front Engine PTO (FEPTO)	8
O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	38
Front Axle & Equipment		
O	PACCAR FX-20 Front Axle rated at 20K 4" drop standard track	156
O	Front Brakes: 14,601-22K Bendix air disc brakes.	10
O	Splined rotor for front air disc brakes for use with aluminum hubs.	0
O	Integral Knuckle for Air Disc Brake, for use on PACCAR FX Steer Axle	33

Std/ Opt	Description	Weight
O	Front Hubs Aluminum hub pilot 20,000 lbs. 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.	16
S	ConMet PreSet Plus Hub package; front axle.	0
S	Hubcap: front vented.	0
O	Slack Adjusters included w/ front axle or brake. Also use w/ disc brakes.	0
O	Front Springs: Taperleaf 20K w/shock absorbers w/ maintenance-free elastomer spring pin bushings.	99
O	Dual power steering gears: 18/20K	75
O	Power Steering Cooler: Radiator Mounted Air-to-Oil	11
O	80 mm front suspension spacer block.	0
O	Threaded front spring bushings in place of elastomeric.	0
Rear Axle & Equipment		
O	Single Dana Spicer S26-190 rear axle; 26K capacity rated at 26K. Single rear axle.	208
O	Rear Axle Ratio - 5.38.	0
S	Single Rear Brakes 16-1/2x7 in. Bendix ES- extended service S-cam.	0
O	Single Rear Brake heavy duty Brake Drums: cast. Use HD Gunite Drum when single axle with GAWR over 23,000 lbs is selected.	0
S	Single Rear Hubs: Iron hub pilot 11-1/4 in. bolt circle.	0
S	ConMet PreSet Plus Hub package; single rear axle.	0
S	Single Rear axle automatic slack adjusters.	0
S	Spring Brake: 3030 long stroke single 3 in. travel. Helps keep brakes in adjustment longer.	0
O	Dustshields for drum brakes; all rear axles.	11
S	Bendix 4S/4M anti-lock brake system.	0
O	Wheel Differential Lock for Dana Spicer Axles S21-170/172, S21-190, S23-170/172, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	28
O	Rear suspension: single Reyco 79KB multileaf 31K. 28K spring plus helper. Laden height 8.9 inches, unladen height 11.7 inches. Not available with shocks or swaybars. Not rear air disc brake compatible.	138
S	Bolted rear suspension crossmembers for Reyco	0

Std/ Opt	Description	Weight
	79KB. Replaces medium duty standard.	
Tires & Wheels		
O	Front tires: Goodyear G289 WHA 315/80R22.5 20PR. All position. 43.1 in. diameter. 20 in. SLR.	78
O	Rear tires: Goodyear G182 RSD 11R24.5 16PR. 44.1 in. diameter. drive tire. 20.8 in. SLR. Code is priced per pair of tires	136
O	Rear Tire Quantity: 4	0
O	Front Wheel: Alcoa 89U63 22.5X9 AL Ultra One High Polish Wheel.	-39
O	Rear Wheel: Accuride 28827 24.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand hole. Code is priced per pair of wheels.	70
O	Wheelguards: all axles.	2
O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
O	Rear Wheel/Rim Quantity: 4	0
Frame & Equipment		
O	Frame Rails: 10-11/16 x 3-1/2 x 1/2in. Steel to 336in. Truck frame weight is 4.70 lb.-in. per pair of rails. Section modulus is 22.35, RBM is 2,683,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	479
O	Bumper: Tapered painted steel channel. Requires a bumper setting code.	65
O	64 in. Bumper setting. Requires a bumper code.	0
S	Front tow loops: Two	0
O	24 in. frame rail extensions. Vocational hoods only.	36
O	Huck bolts throughout frame, where possible.	0
O	Battery box cantilever aluminum BOC with smooth natural finish aluminum cover.	19
S	Battery box location: LH Side.	0
S	DPF/SCR box natural end plates and natural cover.	0
S	Heavy-duty one-pc aluminum intermediate/fill-in crossmember.	0

Std/ Opt	Description	Weight
S	Heavy-duty 5-piece rear cab support, hucked assembly. Huck fastened to frame.	0
O	Final end-of-frame cut-off dimension will be modified to 61 in. to 65 in.	0
O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0
O	Two rams horn open rear tow hooks, not for trailer towing.	17
O	Delete Mudflap Arms: dealer/customer responsible for installation of arms.	-12
O	Delete Mudflap Shields-Dealer/Customer responsible for installation of shields.	-8
S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip		
O	60 US gallon D-Shape rectangular aluminum under fuel tank, replace. With non-slip step.	23
S	Small DEF tank, 5.5 gallons.	0
O	Polished cover for 1 DEF tank any size.	3
O	DEF to fuel fill ratio 2:1 or greater.	0
S	DEF tank location is LH BOC. For 2.1M medium duty	0
O	Location: 60 gal fuel tank LH under cab	0
Cab & Equipment		
S	Cab: Stamped aluminum with curved windshield LED markers. Requires seperate roof code.	0
O	Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown	-24
S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
O	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	0
S	Adjustable telescoping tilt steering column.	0
O	5 sets of keys. Replaces standard 2 sets of keys.	0
O	Info for C/I PTO: Chelsea 10 Bolt	0

Std/ Opt	Description	Weight
O	Two spare switches: Wired to power. EOF wire termination.	0
O	Spare Power Wiring For Customer Installed Devices Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	2
O	Gauge: DD Virtual Gauge - Eng Pto Hour	0
O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0
O	Gauge: DD Virtual Gauge - Engine Percent Torque	0
O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0
O	Gauge: DD Virtual Gauge - Volts Instrument Cluster	0
O	Gauge: Manifold Pressure Gauge. The NavPlus HD unit includes a virtual manifold pressure gauge.	0
S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Survivor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
O	Driver Seat: KW Air Seat HB Vinyl w/ Dual Armrests/Susp Cover/Isolator Lever	0
O	Rider Seat: KW Air Seat HB Vinyl w/ Susp Cover/ Isolator Lever/Occupancy Sensor w/o Armrests	0
O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
O	Speaker Package For Cab: (2) Speakers B-Pillar	0
O	CB Installation Kit: C/I Center Mid of Header w/ Dual Antenna on LH/RH mirrors. One Jumper Harness.	2
S	Turn Signal: Self-Cancelling	0
S	LH and RH Trip Ledge Rain Deflectors	0
O	Long grabhandle RH side mounted to side-of-cab exhaust.	2
O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3

Std/ Opt	Description	Weight
S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
S	Single air horn under cab.	0
S	Look-Down, Pass. Door, Black 11x6	0
S	Mirror Shell: Dual Aero In-Mold Black	0
O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX	0
S	Rear cab stationary window 19in x 36in	0
O	3.5in x 11.5in Plastic Records Holder: Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	0
S	One-piece bonded-in windshield with curved glass. Standard.	0
O	Exterior stainless steel sunvisor.	11
O	4 1/4" Molded Wheelwell Fender Extension.	0
O	Kenworth Cab Air Suspension.	0
O	Thermal/Sound Insulation Package	0
O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	0
Lights & Instruments		
O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0
O	Daytime Running Lights Located in Bumper. Driven by Chassis Height.	3
S	Marker Lights: Five, rectangular, LED	0
S	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	0
O	Stainless Steel Brackets, Switch & Wiring: Customer-installed dual beacon lights mounted over door of cab.	4
O	Brake Lights on when Engine Brake Active. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
O	Switch & Wiring: For customer-installed plow light. Includes circuit breaker.	0
O	Backup alarm: Tail light bracket mounted variable self-adjusting 82-102 DBA.	0
O	Body Builder Lighting Harness Coiled End Of Frame	0

Std/ Opt	Description	Weight
	For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	
O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment		
S	Air Dryer: Bendix AD-HF Puraguard Heated	0
S	Moisture ejection valve w/ pull cable drain.	0
S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
Extended Warranty		
S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
O	Severe Service Medium-Duty Warranty: 12 months/ 50,000 miles & km	0
O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0
Miscellaneous		
O	GHG Secondary Manufacturer: Does Not Apply	0
O	Additional lead time required for off highway & /or specialty component truck.	0
O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	11
S	VMUX Architecture	0
Promotions		
Paint		
O	Paint color number(s).	0
	N9702 A - M1001 GREEN N9770 BUMPER M1001 GREEN N9720 FRAME N0001 BLACK	
O	Bumper Painted Color A	0
O	Day Cab Pearl Metallic Paint	0
S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
S	Base coat/clear coat.	0



Std/ Opt	Description	Weight
	The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	

Order Comments

tal Weight

12,554

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is presented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Gives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (716) 622-7071
Fax: (716) 568-8426
www.vikingcives.com

QUOTATION

Quote ID: 386

Page 1 of 4

2023 Catalog

Customer: CITY OF LOCKPORT
Contact:
Address: 455 S. NIAGARA STREET
LOCKPORT NY 14094

Phone: 433-1268

Fax:
Attn:

Quote Number: 386
Quote Date: 9/12/2022
Quote valid until: 3/30/2023
For: Single Axle
Plow Truck
Terms: Net 30 days
Salesperson: RICH
WAINWRIGHT
FOB: Destination

QUANTITY	DESCRIPTION	UNIT PRICE	AMOU
1	HITCH FOR FACTORY MOUNTS		
	Hitches with mtg. bolts & nuts, pins (P10)		
1	S10500F - Custom Hitch Plow & Wing Mount-Power Tilt (incl. yoke)		
1	S10996 - Access Step		
1	S10990 - 5/8" Cheekplates in lieu of standard 1/2" (for custom hitches only, not universal)		
1	S11010 - 4" x 10" DA Cylinder (cannot be used with Husting Hitches)		
1	S11100 - Lift Yoke Extended Long (standard)		
1	S12000 - No Pump Bracket		
1	S13010 - Push Center, 30-1/2"		
1	S15101F - Quick Disconnects for Lift Cylinder, stainless steel		
1	HYDRAULICS FOR FACTORY MOUNTS		
1	S20124F - Parker P20 Tandem Pump w/Chelsea PTO - hot shift (28 gpm)		
1	S22030F - 40 Gallon (RH) Cabinet Mount (for H600 & H700 Series Rear Mast)		
1	S22110 - Hydraulic Oil Line Shut Off (1-1/4" Standard) (each)		
1	S22117F - Low Oil Sensor (for cabinet tank)		
1	S22120 - Return Line Manifold		
1	S23140 - Five Spool Valve		
1	S24280F - For units with Two Air Cab Controls		
1	S24210F - Cab Control, Two Handle Floor Mount- air operated		
1	S24230F - Cab Control, Three Handle Pedestal Mount-air operated		
1	S26430SF - Hose Kit - Full Mount with SS tubing under truck		
1	SPREADER CONTROL SYSTEM		
1	S25000F - FLOW CONTROL VALVE (2FFL12) - includes mounting pedestal		
1	S25017F - Controller Plumbed to Rear of Truck Chassis with stainless steel lines		
1	FRONT MAST FOR FACTORY MOUNTS		
1	S30700F - FH33 Hydraulic Assembly w/mtg. brk't (3 x 33 cyl.)		
1	S33300F - Full Trip Hinge (not to be used with trip edge wing)		
1	S34001F - Quick Disconnects for Front Wing Cylinder, stainless steel (1 per front mast)		



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Page 2 of 4

2023 Catalog

QUANTITY	DESCRIPTION	UNIT PRICE	AMOU
1	REAR MAST FOR FACTORY MOUNTS		
1	S40516F - HC109650 (RH) Rear Mast Assembly (includes poly cyl. and valve box covers)		
1	S40320F - 5/8" wire rope cable (for use with Hydraulic (FH - FAH) Front Mast)		
1	S40380 - Polymer Cylinder Box Cover - black only (for single rear mast)		
1	S40390 - Polymer Valve Box Cover - black only (for single rear mast)		
1	WING		
1	S60040 - 144WHD RH WING WELDMENT		
1	S60241 - Suburban/Rural Area Wing Modification (shorten top of moldboard) for 144 WHD		
1	S60300 - 10 deg. Fabricated Shoe		
1	S60420 - Steel Blade Option, 12" punching for 144 Wing		
1	S61076F - Full Trip HD Hydraulic Arms (cushion spring lower)		
1	ACCESSORIES		
1	S70003F - Plow Lights LED (Truck Lite) (for use with one way plows)		
1	S70121F - LED Lights Stop/Tail/Turn - back of body (pair)		
1	S70134F - LED Marker Lights (4 red)		
1	S70386F - LED Back Up Lights - back of body (pair)		
3	S70388F - LED Strobe Amber Flashing Lights - back of body (pair) Front of Cab Shield (pair) Side of CabShield (pair)		
1	S89313F - Wing or Auxiliary Light LED (Truck Lite)		
1	S70304F - Mud Flaps, rear rubber (std. with dump body)		
1	S70338F - Shovel Holder for Dump Body		
1	S70376F - Mud Flaps, front rubber (std. with dump body)		
1	S70396F - EXtra Step at front of Dump Body		
1	S70154F - Viking Folding Ladder		
1	S70149F - Hardwood Sideboards (set)		
1	BEAU-ROC BODY		
1	ON10998 - BEAU-ROC DLS 11 ft. Body, 36" sides, 42" door, CS-100-4-3 cyl.		
1	ON11066 - 3-1/2" Air Cylinder Kit (815-6X-2AT)		
1	ON11074 - 8" Apron (280-08X)		
1	ON11079 - CSI10-5.5-3 DA ILO CS100-5-3		
1	HARDER SPREADER		
1	ON11174 - HARDER (Slide in) Stainless Steel ES112		
1	ON11174 - Harder All-in-one Door Kit		
1	FACTORY INTALLATION		
1	S79010F - Factory Install - Full Mount		
1	S79100F - Factory Install - Plow Lights		
1	S79110F - Factory Install - Wing Lights or Driving Lights or TT Light Stanchion		



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Page 3 of 4

2023 Catalog

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	S79115F - Factory Install - Sander Light or SpotLight		
1	S79170F - Factory Install - Flow Control (piped to rear of truck frame)		
1	S79210F - Factory Install - Dump Body		
	S79420 - Factory Install - Sander - Slide In Conveyor		
1	REVERSIBLE PLOW, HEAVY DUTY TRIP EDGE 10 DEGREE		
1	S54060 - OW3153TE9 Moldboard		
1	S54110 - Steel Blade Option, 12" punching for 11' Moldboard & OW3153TE9		
1	S54245 - HD Oneway Pushframe for HD OW TE Moldboard (includes 2-chain		
1	S54310 - 30-1/2" pushlug swivel		
1	S54430 - Two Chain Lift (for PRRL only)		
1	S50650 - Rubber Deflector Option 12" wide - for OW3153TE9		
1	S50685 - Plow Markers for OW3153TE9 moldboards, flexible fluorescent orange,		
		Quote Total:	\$130,002
		30.00% Discount:	(\$39,000)
		Total Cost For Equipment:	\$91,001
		Charges	
		Total Due	\$91,161

Delivery to Region 2

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

♦ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

♦ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

♦ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

From: Carl Linn
To: Tim Russo
Subject: [EXTERNAL] RE: City of Lockport, NY Kenworth Quote
Date: Thursday, March 16, 2023 11:43:19 AM
Attachments: image001.png

Tim,

Just spoke to Viking. They are part of Onondaga bid and it would be proper for you to issue one award as I have presented to your City for the contract. Let me know if you need anything further?

Regards,

Carl F. Linn

clinn@kenworthne.com

716-748-8229 office

716-432-5954 cell

Truck Sales Buffalo

Kenworth Northeast Group, Inc.

From: Tim Russo <trusso@lockportny.gov>
Sent: Thursday, March 16, 2023 10:43 AM
To: Carl Linn <clinn@kenworthne.com>
Subject: City of Lockport, NY Kenworth Quote

Hello,

My name is Tim and I'm the finance director for the City of Lockport. You provided the attached quote to Clayton Dimmick in public works. The pricing is under Onondaga Bid Reference 8996. Do you happen to know if the plow equipment (noted on your quote by Viking quote #989) is 'included' on your Onondaga bid, or is it a separate piece that was added on just for us uniquely?

Ultimately, I'm just trying to determine if we need to RFP the Viking portion or not.

Thanks,



Timothy Russo
Director of Finance
Finance Department
City of Lockport, NY
716.439.6631

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that

City of Lockport - Resolution Request Form

Agenda Description: Temporary Increase to Bulk Item Allowance

Presented By: Mayor Roman

Date Submitted: 5/22/2023

Topic Area (Select Most Applicable Option):

Community Event
Budget Amendment
Contract Approval
Donation Acceptance
Grant Application / Award
Fund Utilization Request

Local Law Change
Community Development
Community Event
Engineering Process
Code and Planning
Other

✓

Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.

Summary of Resolution:

This resolution would temporarily increase the bulk item pickup in refuse from 1 item to 2 items during the months of June to August of 2023. After such date, the 1 item limit will again take place.

Explanation of Attachments:

(1) Resolution

Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____

Clerk/Legal/Finance Approval:

Notes:

Name:

Date of Approval:

cityclerk@lockportny.gov

From: McKinney, Scott <smckinney@armstrongfluidtechnology.com>
Sent: Monday, May 1, 2023 8:33 AM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Outwater Field

Good morning Ms. Lanzo,

My name is Scott McKinney, head coach of Lockport 18u travel baseball team. I booked Outwater Park Baseball field for the following dates:

6/13/2023
6/20/2023

Thank you,

Scott McKinney
Facilities Manager
Armstrong Fluid Technology

93 East Avenue, North Tonawanda, NY, 14120, United States
T : +1-716-217-4237 | M : +1 (716) 474-1666
T : +1-716-217-4237 |
<http://www.armstrongfluidtechnology.com>



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Overdorf Associates Agency
81 Buffalo St
Hamburg NY 14075

CONTACT NAME: Amy Marks

PHONE (A/C, No, Ext): 716-648-2220

FAX (A/C, No): 716-648-2226

E-MAIL ADDRESS: amy@overdorfinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Michigan Millers Mutual Ins Co

14508

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

License#: PC-671047
CEBACOU-01

INSURED
CEBA County of Erie Baseball Association
116 Floradale Ave
Tonawanda NY 14150

COVERAGES

CERTIFICATE NUMBER: 507839491

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR No Retention GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C0544044	4/8/2023	4/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Lockport
One Locks Plaza
Lockport NY 14094

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

To: Michelle Roman <romanforlockport@gmail.com>
 Subject: Tree Grant signatures/resolution requested

External Email: Exercise caution with links and attachments.

Hello Michelle,

As you will see from the attachments, I've prepared a tree grant application to the USDA under the Inflation Reduction Act. Highlights of the application include:

- The minimum application is \$100,000. I am recommending a \$150,000 project
- The city meets the requirements to request the match be waived if the project takes place in the 4 census tracts that qualify (map attached)
- This project will be sent out for bid: trees to be planted by a contractor, including the trees, planting, mulch ring, stakes, watering bags and a one yr guarantee. Labor will be bid at prevailing federal wage. The project should take one year. We can apply again next year for another round.
- The cost of each tree planting is approx \$1,000 total, so we are looking to plant at least 150 trees within the 4 census tracts. If bids come in lower, more trees can be planted. Sites/species will be chosen (using treekeeper) if the grant is awarded
- This is a very straightforward project, so reimbursement will be streamlined

What I need:

- A resolution to be passed at the next common council meeting May 31 (draft attached).
- A letter of support from the Tree Advisory Committee (similar to the GLDC attached)
- Your review and signature on the attached 4 forms (noted Mayors signature needed)
- The grant application is due June 1 at noon, so I would like to submit as soon as possible, but no later than May 31. One of the forms you are signing certifies that you have authority, so as long as the council passes the resolution, you are authorized

Please let me know at your earliest convenience if you have any questions. I'm very hopeful that this project will get funded!

Best regards,
 Peggy



Peggy Cooke

Grants Writer

3556 Lake Shore Road, Suite 500

Buffalo, NY 14219

p: 716.827.8000

c: 716.597.7525 f: 716.826.7958

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Project Title: City of Lockport Street Tree Canopy Restoration

2. Project Applicant: City of Lockport, New York

3. Contact Information: Clayton Dimmick, Director of Highways, Parks and Water Distribution, One Locks Plaza, Lockport, NY, 14094. cdimmick@lockportny.gov. 1-716-998-0991

4. Project Summary:

The City of Lockport, NY will plant 150 street trees to restore the once thriving urban canopy. A city-wide Inventory and Community Forest and Management Plan was completed in 2020 and this planting project is the next step following the removal of hazardous trees identified in the inventory. The Greater Lockport Development Corporation will continue public awareness and education in this Disadvantaged Community. This project will continue the monumental effort underway to minimize climate change and improve the health of its residents in four identified census tracts in this Historic City.

5. Project Scope Alignment:

The city is approximately eight (8) square miles in size and is located on the Niagara Escarpment along the Erie Canal in Niagara County, serving as the County seat, and is the third largest city in the county. Lockport is historically significant as it is home to the 'Flight of Five' locks along the Erie Canal, located in the city center. The high density of canal traffic in the 19th century made Lockport a natural stopping point along the canal, allowing for industry and trade to grow. Like many cities of its time, Lockport was home to a bustling downtown that was extremely walkable to accommodate the tightly woven urban neighborhoods on the fringe of downtown. In the late 1800s, there were many storefronts, the local economy was diverse, and industry grew. The most significant period of growth happened between 1910-1920 when the automotive industry began to flourish. The peak of the population was in 1960 at 26,443. Like many post-industrial cities, Lockport suffered from job and population loss in the mid-to-late 20th century because of shifts to the suburbs and a more significant trend of job loss from the dwindling manufacturing activity in the region: specifically, the steady loss of many blue collared jobs at the General Motors and Harrison Radiator plants for several decades. Today, the city has seen positive developments focusing on keeping jobs and boosting local and regional tourism efforts. Population loss is slowing and appears to be stabilizing, and there is new-found optimism among many of the city's business owners and residents.

The city has four (4) census tracts that are overburdened and underserved and are highlighted as being disadvantaged on the Climate and Economic Justice Screening Tool map. The total population of the city is 20,738 and the 4 census tracts account for 11,912 residents, or 57% of the total population. This Tree Canopy Restoration Project will focus entirely on the 4 census tracts for planting.

In 2020, the city contracted Davey Resource Group (DRG) to complete an Inventory and Community Forest Management Plan for all trees in the right-of-way and public parks. The inventory revealed startling trends: 64% of all trees in the city were the same species and a high number of mature trees were deemed hazardous; many decayed trees had been removed by the

city due to the Emerald Ash Borer, leaving behind stumps, vacant planting sites, and entire blocks in the community without any street trees.

EXECUTIVE SUMMARY by Davey Resource Group:

“This plan was developed for the City of Lockport by Davey Resource Group (DRG) with a focus on addressing short-term and long-term maintenance needs for their inventoried public trees. A tree inventory is utilized to gain an understanding of the needs of an existing urban forest and to project a recommended maintenance schedule for tree care.

State of the Existing Urban Forest

The 2019 inventory included trees, stumps, and planting sites along public street rights-of-way (ROW). A total of 10,669 sites were recorded during the inventory which included: 8,540 trees, 284 stumps, and 1,845 vacant planting sites. The following key points were found from the analysis of the tree inventory data:

- Two species, *Acer platanoides* (Norway maple) and *A. saccharinum* (silver maple), comprise a large percentage of the inventory, 32% and 17%, respectively. Overall, the genus *Acer* (maple) dominates the landscape at 64%. This is significantly above the standard ideal of 20%.
- The diameter size class distribution of the inventoried tree population shows a mature tree cohort being double of the recommended amount (33% vs. 15% ideal). The number of young trees is less than half of the ideal (14% vs. 40% ideal). There are very little young trees to replace the aging mature trees.
- The overall condition of the inventoried tree population is rated Fair. Over 70% of the mature and maturing trees are in Fair condition. The majority of defects noted were either weakly attached branches or codominant stems (43%) or dead and dying parts (23%).
- Overhead utilities interfering with street trees occur among 7% of the population. Hardscape damage was reported for 32% of the inventory.
- Granulate ambrosia beetle (*Xylosandrus crassiusculus*), spotted lanternfly (*Lycorma delicatula*), and Asian longhorned beetle (*Anoplophora glabripennis*) are known threats to a large percentage of the inventoried street trees (76%, 74%, and 62%, respectively).
- The inventoried trees have an estimated structural value of \$17.4 million.
- Total carbon storage was estimated to be 10,260 tons, valued at \$1.75 million.
- Trees provide approximately \$65K in the following annual benefits:
 - Air quality: 5,320 pounds of pollutants removed, valued at \$31K per year.
 - Net total carbon sequestered: 91 tons, valued at \$15K per year.
 - Stormwater attenuation: 2.1 million gallons, valued at \$19K per year.

Tree Maintenance and Planting Needs:

Trees provide many environmental and economic benefits that justify the time and money invested in planting and maintenance. Recommended maintenance needs include:

- Tree & Stump Removal
- Routine Pruning
- Young Tree Training
- New Tree Plantings

- Maintenance should be prioritized by addressing trees with the highest risk first. A low amount of High Risk categorized trees were recorded in the inventory; these trees should be removed or pruned immediately to promote public safety.
- Low and Moderate Risk trees should be addressed after all elevated risk tree maintenance has been completed.
- Trees should be planted to mitigate removals and create canopy.

Lockport's urban forest will benefit greatly from a 3-year young tree training cycle and a 5-year routine pruning cycle. Proactive pruning cycles improve the overall health of the tree population and may eventually reduce program costs. In most cases, pruning cycles will correct defects in trees before they worsen, which will avoid future costly problems.

Based on inventory data, at least 97 young trees should be structurally pruned each year during the young tree training cycle, and approximately 1,258 trees should be cleaned each year during the routine pruning cycle. The young tree training cycle tree number is exceptionally light due to the current inventory of young trees which is nearly three (3) times less than the ideal. Planting trees is necessary to increase canopy cover. However, there must be enough plantings to accommodate trees that have been removed or lost to natural mortality (1–3% per year) or other threats.

Other threats include construction, invasive pests, or impacts from weather events such as drought, flooding, ice, snow, storms, and wind. DRG recommends planting at least 155 trees of a variety of species each year to offset these losses, increase canopy, maximize benefits, and fill in the vacant planting sites noted in the inventory. Tree planting should focus on replacing trees recommended for removal and establishing new canopy in areas that promote economic growth, such as business districts, recreational areas, trails, parking lots, areas near buildings with insufficient shade, and areas where there are gaps in the existing canopy. Various tree species should be planted; however, the planting of *Acer* spp. (maple species) should be extremely limited until the species distribution normalizes.

Urban Forest Program Needs

According to the CFMP, adequate funding will be needed for the city to implement an effective management program that will provide short-term and long-term public benefits, ensure that priority maintenance is performed expediently, and establish proactive maintenance cycles. The estimated total cost for the first year of this 5-year program is approximately \$517K. (*The Street Tree Canopy Restoration Project proposed in this funding through USDA will meet a portion of the needs for year one of the CFMP plan, focusing on the census tracts that qualify for disadvantaged communities*). This total will decrease to approximately \$345K in Year 5 of the program. Overall, the bulk of the budget is in the backlog of routine pruning which is near \$230K annually for 5 years. The first year requires the most capital as all the items of higher risk are alleviated first (*this work has been completed in 2021 and 2022*). After high-priority work has been completed, the urban forestry program will mostly involve proactive maintenance, which is generally less costly. Tree planting estimates were derived from the amount of inventoried vacant planting spaces and filling those voids within the time frame of five years. Municipal budgets will determine if this is feasible. The primary focus should be risk reduction followed by tree plantings. Maintain the current resource. Over the long term, supporting proactive management of trees through funding will reduce municipal tree care management costs and potentially minimize the

costs to build, manage, and support certain city infrastructure. Keeping the inventory up-to-date using TreeKeeper® or similar software is crucial for making informed management decisions and projecting accurate maintenance budgets. Lockport has many opportunities to improve its urban forest. Planned tree planting after risk reduction is a systematic approach to tree maintenance which will help ensure a cost-effective, proactive program. Investing in this tree management program will promote public safety, improve tree care efficiency, and increase the economic and environmental benefits the community receives from its trees.”

The city acted immediately following the completion of the plan, starting with a public presentation for public awareness and education. Since 2020 the city has removed more than 170 hazardous trees, installed stormwater green infrastructure, and planted more than 50 trees of varying species. To be sure that the city tree crew is properly trained, several classes were presented in the spring of 2023 by Nate Morey, NYS DEC Forester, on Tree Planting and Maintenance Standards of the NYS Department of Environmental Conservation. The tree population at the time of inventory in 2020 was 8,540; the population is now 8,420 for a net loss of 120 trees. This loss exacerbates the recommended planting in the CFMP of 155 trees annually. The city continues to be certified a Tree City USA, regularly discusses trees at the Common Council meetings for public awareness and hosts an annual Arbor Day Event along with the Tree Advisory Committee.

This project will contribute to the goals of the funding agency in several ways. The National Urban and Community Forestry Advisory Council stated in the latest 5-year review of the 10-year plan is to: Prioritize Goal 1 “Integrate urban and community forestry into all scales of planning,” by exploring opportunities to connect with regional and local municipal governments and implementing recommended actions. The City of Lockport has completed the planning process with the development of the Inventory and Community Forest Management Plan and is now in the third year of implementing the recommended actions. Justice40 is “making historic levels of investment to advance environmental justice. This investment will help confront decades of underinvestment in disadvantaged communities and bring critical resources to communities that have been overburdened by legacy pollution and environmental hazards.”

The lack of canopy in the city has created ‘heat islands’ which are detrimental to health and energy costs. Development of a heat vulnerability index for New York State, concluded: “The heat vulnerability index developed in this study observed geographical variability with heat vulnerability due to differences in regional sociodemographic and land cover characteristics. The most vulnerable areas were primarily urban areas with high housing density, less open space, and high proportions of elderly, minority populations, and lower income households. In the event of an EH event, identification of these vulnerable areas in NYS can help streamline efforts toward mitigation of the effect of heat islands on health.”

The city has four census tracts that fall into the category of disadvantaged communities. Within the designation are various factors leading to the designation. One factor is the health of residents, and one area is of considerable concern: asthma. In all four (4) census tracts, asthma rates are high; tracts ending in 500, 600, 700, and 800 report asthma as being 94, 95, 97 and 90 percentiles, respectively. This is a total of 5,070 cases reported in adults over age 18.

The project will protect, enhance, and expand equitable urban tree canopy cover to maximize community access to human health, social, ecological, and economic benefits particularly in this disadvantaged and nature-deprived community experiencing low tree canopy cover, extreme heat and past flooding.

6. Implementation Strategy/Methodology/Timeline:

The city and the Tree Advisory Committee have chosen a variety of trees that fit various sites depending on the size of the site and overhead utility lines. When this project is funded, the city will create an up-to-date, detailed map utilizing Treekeeper software to determine the right tree for the right location, all within the four (4) disadvantaged census tracts. The city tree crew is removing dead, hazardous and diseased trees, as well as stumps, on a weekly basis. Therefore, the inventory and planting spaces will change before this project is implemented.

At the time of the award, the city will determine planting sites, along with tree species, requirements of the contractor, and send the project out for bid. The bid will request the contractor to include the cost of the trees, planting, mulching, watering bags, stakes and a one-year guarantee. The contractor will bid labor costs at the federal prevailing wage rate. The costs for this project have been estimated based on tree costs from Russell Tree Farm and Turf Tec Landscaper for supplies and labor. If bids come in lower, the city will purchase more trees to get to the budgeted amount. The trees will all be planted in 2024, half in the spring and half in the fall. Following the planting, the City of Lockport tree crew will maintain and prune the newly planted trees. The project assessment will be based on the number of trees planted.

7. Capability and Capacity:

The organizational structure to complete this project includes the following departments, groups and consultants:

- Michelle Roman, Mayor, and member of the Tree Advisory Committee will executive all contracts. As a member of the Tree Advisory Committee, she will present updates to the City's Common Council.
- Clayton Dimmick, Lockport DPW Highway Superintendent, will oversee the purchase, planting, and maintenance of trees.
- The Tree Advisory Committee and the Greater Lockport Development Corporation will provide outreach and education to the community on the benefits and importance of trees to the city.
- John Farfaglia is an Arborist with Cornell Cooperative Extension and a member of the Tree Advisory Committee. John will work with the city utilizing Treekeeper software and a physical site inspection to identify the right tree for the right place.
- Jody Falkner, Grant Administrator of Nussbaumer and Clarke, Inc will assist the City of Lockport with grant administration and reimbursements.

8. Project Partners:

The Tree Advisory Committee (TAC) will educate the community by informing them of the benefits and importance of trees to the city. This will be done through news releases, updates to current websites, social media campaigns, and an Arbor Day tree planting to highlight the project.

The Greater Lockport Development Corporation (GLDC) is a not-for-profit local development corporation charged with furthering economic development in the city. The GLDC will inform the public, businesses, and organizations like Lockport Main Street and the Locks Heritage District Corporation on this tree planting initiative and the city's urban forestry efforts.

(Letters of support attached)

9. Communications Plan:

The first tree planted under this funding will be in a highly visible location and featured with signage. A photo of the planting will be sent to the press along with a press release detailing the project and funding source. This will inform the public of the project, and the benefits of trees to further public awareness and education.

10. Evidence of Disadvantaged Community Status for projects requesting Match Waiver

The following information was found in the Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST).

- Total population in four (4) census tracts = 11,912
- Total population of the city = 20,738

Tract information

- Number: 36063023500
- County: Niagara County
- State: New York
- Population: 2,775
- ☐ **Asthma**
- Share of people who have been told they have asthma 94th percentile.

Tract information

- Number: 36063023600
- County: Niagara County
- State: New York
- population: 3,936
- ☐ **Asthma**
- Share of people who have been told they have asthma 95th percentile.

Tract information

- Number: 36063023700
- County: Niagara County
- State: New York
- Population: 1,917
- ☐ **Asthma**
- Share of people who have been told they have asthma 97th percentile.

Tract information

- Number: 36063023800
- County: Niagara County
- State: New York
- Population: 3,284
- ☐ **Asthma**
- Share of people who have been told they have asthma 90th percentile.

BUDGET NARRATIVE

Funds Requested: \$150,000 Contractual

The City has applied for a waiver for matching funds. The City of Lockport Street Tree Canopy Restoration Project will be located within the defined 4 Disadvantaged Census Tracts.

The city completed an inventory of all trees within the city right-of-way in 2020. The city also completed and adopted a Community Forest Management Plan (CFMP) in 2020. The city has been diligently following the CFMP and maintaining the Treekeeper software tree inventory. The inventory identifies the location of each tree, along with details such as the condition of the tree, the species, maintenance needs, size, utility line interference, and if there is only a stump. The inventory also maps every planting site, the size of the site, and whether the site has overhead powerlines.

The city and the Tree Advisory Committee have chosen a variety of trees that fit various sites depending on the size of the site and overhead utility lines. When this project is funded, the city will create an up-to-date, detailed map from Treekeeper software to determine the right tree for the right location, all within the 4 disadvantaged census tracts. The city tree crew is removing dead, hazardous and diseased trees, as well as stumps, on a weekly basis. Therefore, the inventory and planting spaces will change before this project is implemented.

At the time of the award, the city will determine planting sites, along with tree species, requirements of the contractor, and send the project out for bid. The bid will request the cost of the trees, planting, mulching, watering bags, stakes and a one-year guarantee. The contractor will bid labor costs at the federal prevailing wage rate. The costs for this project have been estimated based on tree costs from Russell Tree Farm and Turf Tec Landscaper for supplies and labor. If bids come in lower, the city will purchase more trees to get to the budgeted amount.

When the city inventoried the trees throughout the city in 2020, the total number of trees was 8540 trees. Many of the tree stock in the city was determined to be diseased, hazardous and or dead. The first step was to remove these trees. The total number of trees in the city now stands at 8420 for a loss of 120 trees. The city is now replanting to replace what was lost in just a few years. However, there were 1845 vacant sites identified as planting sites in the 2020 inventory. Therefore, the city has a long way to go to fill the void from the recently removed trees and plant the identified sites in 2020. The city crew has the ability and funding to plant approximately 30 trees annually, in addition to tree pruning and stump removal. Without assistance, this disadvantaged community will never make a substantial difference in the urban forest. Given that the rates of asthma are high in all four census tracts, the need is significant. Census tracts 36063023500, 36063023600, 36063023700, and 36063023800 report asthma as being 94, 95, 97 and 90 percentiles, respectively. This is a total of 5,070 cases reported in adults over age 18.

**RESOLUTION REQUIRED FOR INFLATION REDUCTION ACT FUNDING
OPPORTUNITY through the USDA FOREST SERVICE URBAN AND COMMUNITY
FORESTRY**

Authorization and appropriation 0% Local Match:

Whereas, the City of Lockport (City), is seeking a grant from the Inflation Reduction Act Funding Opportunity and intends to submit via the online portal to the USDA Forest Service Urban & Community Forestry, and;

Whereas the City of Lockport is applying for a waiver for the city match, as the city meets the requirements in four (4) census tracts, 36063023500, 36063023600, 36063023700, and 36063023800, and;

Whereas, the Inflation Reduction Act through USDA Forest Service Urban & Community Forestry is authorized to fund \$150,000 of the project budget for The City of Lockport Street Tree Canopy Restoration project;

NOW, THEREFORE, BE IT:

RESOLVED that the City of Lockport authorizes and appropriates a minimum of 0% local match as per the waiver, by the USDA Forest Service Urban & Community Forestry program for The City of Lockport Street Tree Canopy Restoration project. Under the USDA Forest Service Urban & Community Forestry, this local match will be 0%. The Mayor may increase this local match through the use of in-kind services without further approval from the City.

Authorization for representative to sign documents:

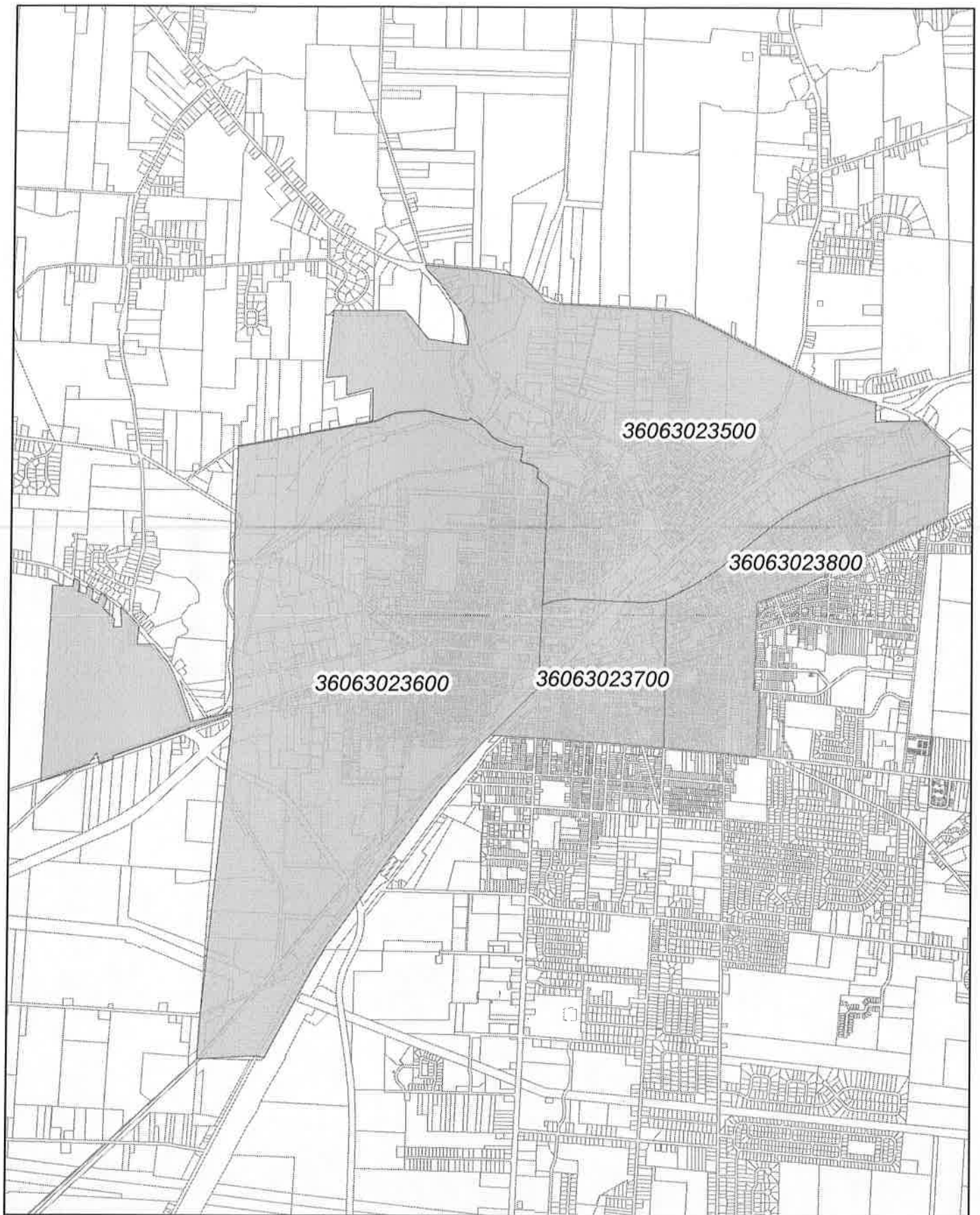
Whereas, Nussbaumer & Clarke, Inc. is authorized to prepare a grant application on behalf of the City of Lockport (City) via the online portal to USDA Forest Service Urban & Community Forestry program for The City of Lockport Street Tree Canopy Restoration project in the amount of \$150,000; and

Whereas, the Mayor is authorized to sign the grant application for The City of Lockport Street Tree Canopy Restoration project via the USDA Forest Service Urban & Community Forestry on behalf of the City of Lockport and will sign the Grant Agreement with the USDA and any and all other contracts, documents and instruments necessary to bring about the Project if a grant is awarded;

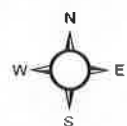
NOW, THEREFORE, BE IT:

RESOLVED that the Mayor is authorized to sign a grant application in the amount of \$150,000 on behalf of the City for The City of Lockport Street Tree Canopy Restoration project via USDA Forest Service Urban & Community Forestry, and;

BE IT FURTHER RESOLVED that should a USDA Forest Service Urban & Community Forestry grant be awarded to the City for The City of Lockport Street Tree Canopy Restoration project, the Mayor is authorized to execute a Grant Agreement with the USDA and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City's obligations under the USDA Forest Service Urban & Community Forestry Program through USDA.



City of Lockport Disadvantaged Census Tracts



1 in = 3,000 ft



May 16, 2023

To Whom It May Concern:

The purpose of this letter is to clearly state that the Greater Lockport Development Corporation supports the City of Lockport's application for funding through the USDA Forest Service USDA Forest Service Urban & Community Forestry, Inflation Reduction Act Funding Opportunity for the City of Lockport Street Tree Canopy Restoration project.

This project will plant trees in accordance with the Lockport's Community Forest Management Plan throughout the city's four Disadvantaged Communities Census Tracts.

As a partner with the city, the Greater Lockport Development Corporation will continue to raise public awareness and education on the importance and benefits of trees, including our support of Lockport's Tree City USA activities.

Sincerely,

Brian M. Smith

Brian Smith, President/CEO

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Lockport

* b. Employer/Taxpayer Identification Number (EIN/TIN):

16-6002547

* c. Organizational DUNS:

002130698

d. Address:

* Street1:

One Locks Plaza

Street2:

* City:

Lockport

County/Parish:

* State:

NY

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

14094

e. Organizational Unit:

Department Name:

Highways and Parks

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Michelle

Middle Name:

* Last Name:

Roman

Suffix:

Title:

Mayor

Organizational Affiliation:

* Telephone Number:

716-439-6776

Fax Number:

* Email:

mroman@lockportny.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

City Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA

11. Catalog of Federal Domestic Assistance Number:

10.727

CFDA Title:

Inflation Reduction Act - Urban & Community Forestry

*** 12. Funding Opportunity Number:**

USDA-FS-2023-UCF-IRA-01

* Title:

Inflation Reduction Act - Urban and Community Forestry

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Lockport Street Tree Canopy Restoration

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

24

* b. Program/Project

150,000

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

01/01/2024

* b. End Date:

12/31/2024

18. Estimated Funding (\$):

* a. Federal

150,000

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

150,000

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Michelle

Middle Name:

* Last Name:

Roman

Suffix:

* Title:

Mayor

* Telephone Number:

716-439-6776

Fax Number:

* Email:

mroman@lockportny.gov

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY							
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds			New or Revised Budget		
		Federal (c)	Non-Federal (d)		Federal (e)	Non-Federal (f)	Total (g)
1. Inflation Reduction Act	10.727	\$	\$	\$	150,000.00	\$	\$ 150,000.00
2.							0.00
3.							0.00
4.							0.00
5. Totals		\$ 0.00	\$ 0.00	\$	150,000.00	\$ 0.00	\$ 150,000.00
SECTION B - BUDGET CATEGORIES							
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY						Total (5)
	(1)	(2)	(3)				
a. Personnel	\$	\$	\$		\$	\$	0.00
b. Fringe Benefits							0.00
c. Travel							0.00
d. Equipment							0.00
e. Supplies							0.00
f. Contractual				150,000.00			150,000.00
g. Construction							0.00
h. Other							0.00
i. Total Direct Charges (sum of 6a-6h)		0.00	0.00		150,000.00	0.00	150,000.00
j. Indirect Charges							0.00
k. TOTALS (sum of 6i and 6j)	\$	0.00	0.00	\$	150,000.00	\$ 0.00	\$ 150,000.00
7. Program Income	\$	\$	\$		\$	\$	0.00

Authorized for Local Reproduction

Previous Edition Usable

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 150,000.00	\$	\$ 75,000.00	\$	\$ 75,000.00
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 150,000.00	\$ 0.00	\$ 75,000.00	\$ 0.00	\$ 75,000.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: Purchase and planting of trees by professional landscape contractor		22. Indirect Charges:			
23. Remarks: The City will bid this project to include trees, prevailing wage labor to install, stakes, mulch, watering bags, and a one year guarantee					

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in Column (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For *new applications*, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Lockport	DATE SUBMITTED 

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION: _____

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: _____ * First Name: _____ Middle Name: _____

* Last Name: _____ Suffix: _____

* Title: _____

* SIGNATURE: _____ * DATE: _____

053123.X

By Alderman _____:

WHEREAS, RubberForm Recycled Products, located at 75 Michigan Street, will be installing a new roof on the building, and will need a crane to pick up the materials onto the roof. RubberForm Recycled Products estimates that they will need the crane situated on South Niagara Street, for a duration of approximately 3-4 weeks; and

WHEREAS, the crane situated on South Niagara Street will require a road closure for the entirety of the duration of approximately 3-4 weeks; and

NOW THEREFORE BE IT

RESOLVED, that pursuant to their request, RB Mac Construction, the general contractor for RubberForm Recycled Products, is hereby granted permission to barricade South Niagara Street to through traffic, from Michigan Street and extending approximately six-hundred (600) feet west along South Niagara Street beginning on June 1st and ending on or about the week of June 26th; subject to approval of the closure by the Police Chief and Fire Chief; and be it further

RESOLVED, that said permission is subject to RB Mac Construction filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured; and be it further

RESOLVED, that RB Mac Construction send a letter to affected residents and local businesses informing them of the closure of South Niagara Street to through traffic, no later than May 22, 2023, with a copy of same provided to the City Clerk's Office; and be it further

RESOLVED, that RB Mac Construction will provided all barricades, cones, 'detour', and 'street closed' signs as required.

Seconded by Alderman _____ and adopted. Ayes _____.



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Dern Moore Machine Co.
155 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

To whom it may concern,

Pursuant to the laws of the City of Lockport this letter is to notify you that South Niagara Street between Michigan Street and Heath Street will be closed beginning Thursday June 1, 2023, through Friday June 30, 2023. The road closure will allow for the setup of a crane in South Niagara Street, near the Michigan Street end, to provide safe installation of new metal roof panels on the warehouse building for Rubberform Recycled Products, LLC at the corner of Michigan and South Niagara Street.

As the crane will block through-traffic from Michigan to Heath Street, traffic needing to reach this block of South Niagara Street will have to access South Niagara Street from Heath Street, via Park Avenue, or, Oakhurst.

We will make every effort to minimize the duration of the road closure and sincerely apologize for any inconvenience this will cause. We appreciate your patience and understanding. If you have any questions, please do not hesitate to contact our office at the phone number on the bottom of the page.

Very truly,

R. B. Mac Construction Co., Inc.

A handwritten signature in black ink, appearing to read "Kevin F. McKenna". The signature is fluid and cursive, with the first name "Kevin" and last name "McKenna" clearly visible.

Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

County of Niagara
225 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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We will make every effort to minimize the duration of the road closure and sincerely apologize for any inconvenience this will cause. We appreciate your patience and understanding. If you have any questions, please do not hesitate to contact our office at the phone number on the bottom of the page.

Very truly,
R. B. Mac Construction Co., Inc.

A handwritten signature in black ink, appearing to read 'Kevin F. McKenna', is written over the typed name and title.

Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

EKM Holdings, LLC
241 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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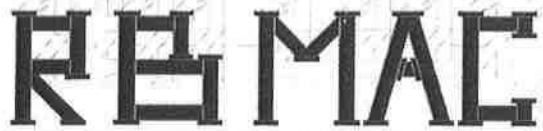
We will make every effort to minimize the duration of the road closure and sincerely apologize for any inconvenience this will cause. We appreciate your patience and understanding. If you have any questions, please do not hesitate to contact our office at the phone number on the bottom of the page.

Very truly,
R. B. Mac Construction Co., Inc.

A handwritten signature in black ink, appearing to read 'Kevin F. McKenna', is written over the typed name.

Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Anthony Cercone
243 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

To whom it may concern,

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Very truly,
R. B. Mac Construction Co., Inc.

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Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Karen Defilippo
249 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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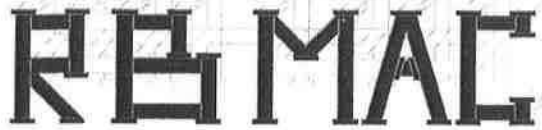
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Very truly,
R. B. Mac Construction Co., Inc.

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Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Christopher & Robert Lindemuth
261 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Christopher & Suzette Smith
269 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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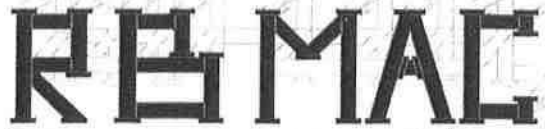
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Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Robert & Althea Lindemuth
277 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

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Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Donald & Kevin Johnson
285 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

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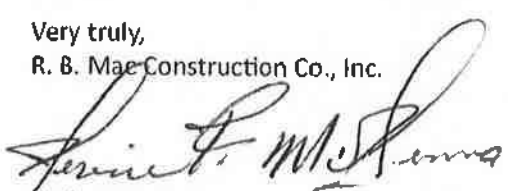
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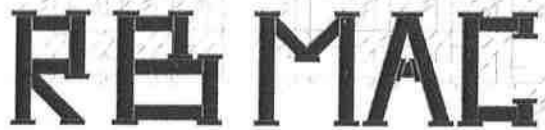
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Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Donald & Kevin Johnson
303 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

Lock City Trucking Inc.
179 Oakhurst Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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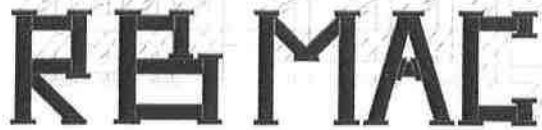
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Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

JBB & LAB ENTS. LLC
311 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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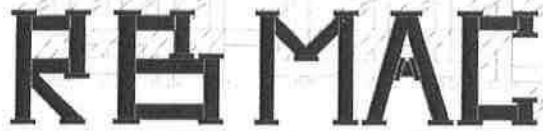
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Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

NYSARC Inc.
325 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

Re: Notification of the Temporary Closure of South Niagara Street Between Michigan & Heath Street

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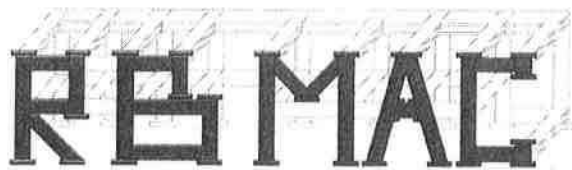
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Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

222 S. Niagara Street LLC
222 & 230 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

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City of Lockport Attorney's Office
City of Lockport Street Department
File



R.B. MAC Construction Co., Inc.

P.O. Box 424, Lockport, NY 14095-0424

May 15, 2023

260 S. Niagara Street LLC
260 S. Niagara Street
Lockport, NY 14094

Via: Hand Delivery

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Kevin F. McKenna
Vice President

Cc: City of Lockport Engineer's Office
City of Lockport Attorney's Office
City of Lockport Street Department
File



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108	CONTACT NAME: PHONE (A/C, No, Ext): 315-673-2094 FAX (A/C, No): 315-673-1121 E-MAIL Address: Certificates@reagancompanies.com
INSURED R.B. Mac Construction Co., Inc. 6688 Lincoln Avenue Lockport, NY 14094	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: The Travelers Indemnity Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10677 25658

COVERAGES

CERTIFICATE NUMBER: 787413717

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 PD Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	EPP0431751	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0179329	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phys Dmg \$ 35,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	EPP0431751	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A B	Leased/Rented Equipment Installation* Excess Liability	Y	Y	EPP0431751 EPP0431751 EX-0T761624-23-NF	3/1/2023 3/1/2023 3/1/2023	3/1/2024 3/1/2024 3/1/2024	\$175,000 \$270,000 \$5,000,000 occ. Ded. \$1,000 Ded. \$1,000 \$5,000,000 aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto Hired Physical Damage Deds \$100 Comp/\$500 Collision

*Stored Material coverage is included on the Installation policy EPP0431751 with Cincinnati Ins.

Property coverage Policy #EPP0431751 with Cincinnati Ins effective 3-1-23 to 3-1-24 Contents \$72,485 \$1,000 Ded.

Cyber Liability Policy #ESL0139616410 with Agentic Insurance LLC effective 3-1-23 to 3-1-24 Limit \$1,000,000 / \$5,000 Ded.

General Liability: Additional insured is on a primary and non-contributory basis, including on-going and products completed operations coverage as required by written contract.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Lockport
1 Locks Plaza
Lockport NY 14094

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Reagan Insurance		NAMED INSURED R.B. Mac Construction Co., Inc. 6688 Lincoln Avenue Lockport, NY 14094
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Automobile: Additional insured is on a primary and non-contributory basis as required by written contract

Umbrella/Excess Liability: Additional insured is on a primary and non-contributory basis as required by written contract. Umbrella/Excess Liability coverage follow form.

Waiver of subrogation is included on the General Liability, Automobile, Umbrella & Excess Liability policies as required by written contract

(THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.)

NEW YORK CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
x Managers or Lessors of Premises;	
x Lessor of Leased Equipment;	
x Vendors;	
x State or Political Subdivisions - Permits Relating to Premises;	
x State or Political Subdivisions - Permits; and	
x Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property.....	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	14
x Nurses;	
x Emergency Medical Technicians; and	
x Paramedics	
13. Broadened Notice of Occurrence.....	15

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other		
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a.** The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

- (a)** We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1)** The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
- 2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b)** This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1)** Occurs during the policy period; and or

- 2)** You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i)** Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii)** Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

- (a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable plans accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;

- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "ex-

ecutive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
 - (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
 - (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS**

OF INSURANCE is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions, negligently committed in the "administration" of your "employee benefit program".However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".
- (4) **Deductible Amount**

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in B. Limits of Insurance, 1. Employee Benefit Liability Coverage as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in B. Limits of Insurance, 1. Employee Benefit Liability Coverage as applicable to Each Employee applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

(1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

- b.** Interpreting the "employee benefit programs";

- c.** Handling records in connection with the "employee benefit programs"; or

- d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a.** Handling payroll deductions; or

- b.** The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

- 2.** "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

- 3.** "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pen-

sion plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

a. The last Subparagraph of Paragraph 2. SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. Limits of Insurance, 3. Damage to Premises Rented to You of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property. Subparagraphs (3), (4) do not apply to "property damage" to the property of others described therein.

with respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued.

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and

- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as ven-

cor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

- a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b) Any express warranty unauthorized by you;
- c) Any physical or chemical change in the product made intentionally by the vendor;
- d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of

business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph 9. a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
 - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period
- or time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
 - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf of the additional insured; or
 - 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.

- 5) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. Other Insurance is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance

available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement:

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form num-

per CG 20 10 but does not specify which edition, or specifies an edition that does not exist. Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion J. Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of dam-

ages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

- (b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph 1.d. below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

- c. "Bodily injury" or "property damage" which:

- (1) Occurs during the "coverage term"; and
- (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

- d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a

within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by, you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggregate Limit of Insurance, Paragraph 2.b., or the Construction Project General Aggregate Limit of Insurance, Paragraph 2.c. applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, 2.a., 2.b., or 2.c., applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease

where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2.a. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:

- a. Which is in excess of the "underlying insurance"; or
- b. Which is either excluded or not insured by "underlying insurance".

2. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:

- a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
- c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, or a "personal and advertising injury" offense is committed, you did not know, per Paragraph 5. below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, or

that the "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part.

3. "Bodily injury" or "property damage" which:

- a. Occurs during the "coverage term"; and
- b. Was not, prior to the "coverage term", known by you, per Paragraph 5. below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

4. "Personal and advertising injury" caused by an offense which:

- a. Was committed during the "coverage term"; and
- b. Was not, prior to the "coverage term", known by you, per Paragraph 5. below, to have been committed;

includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term" in which it first became known by you.

5. You will be deemed to know that "bodily injury" or "property damage" has occurred, or that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage";
- c. First observes, or reasonably should have first observed, the "bodily injury" or "property damage", or the offense that caused the "personal and advertising injury";
- d. Becomes aware, or reasonably should have become aware, by any means, other than as described in c. above, that "bodily injury" or "prop-

erty damage" had occurred or had begun to occur, or that the "personal and advertising injury" offense had been committed or had begun to be committed; or

- e. Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury", "personal and advertising injury" or "property damage" is substantially certain to occur.

- 6. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal

and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "Impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to property owned by any insured, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution of Material in Violation of Statutes

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of a. or b. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or

would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above is directed.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger

in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of web-sites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph d. does not apply to Paragraphs 17.a., b., c., d. and i. of "personal and advertising injury" under SECTION V - DEFINITIONS.

For the purposes of Paragraph d., the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

- (b) Otherwise in the course of transit by or on behalf of the insured; or

- (c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their

behalf in any other fashion or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and
 - (b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph a.(1) of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
- (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph a.(4) of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by

such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".

- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

- c. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement,

or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. Uninsured / Underinsured Motorist

Any liability or obligation to any insured or anyone else under any uninsured motorist, underinsured motorist, automobile no-fault or first party personal injury law.

21. War

Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

22. Workers' Compensation

Any liability or obligation of the Insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

1. We will have the right and duty to defend the Insured against any "suit" seeking damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:
 - a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limits of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph C.1. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to

release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.

- d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All costs taxed against the insured in the "suit".
5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
- a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs 4. and 5. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only

with respect to their duties as trustees.

b. Each of the following is also an insured:

- (1) Any "employee" of yours while acting within the scope of their duties as such.
- (2) Any person or organization while acting as your real estate manager.
- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) Your legal representative if you die, but only with respect to duties as such.

2. Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":

a. You are an insured.

b. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:

- (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
- (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or

(b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".

(3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

c. Anyone liable for the conduct of an insured described in Paragraphs 2.a. and b. above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms of this insurance, any additional insureds not addressed by Paragraphs 1. and 2. above covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such additional insureds thereunder.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

- a. Included in the "products-completed operations hazard";
- b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or

- c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

- 3. Subject to the Limit of Insurance described in 2.c. above:

- a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:

- (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected

ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

- 4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

Because of all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is / are attached to this policy.

- 5. Subject to the limits described in 2., 3. and 4. above and to the terms and conditions of the "underlying insurance":

- a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
- b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".

- 6. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in SEC-

TION I - COVERAGE, C. Defense and Supplementary Payments; and

- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured that is likely to involve this Coverage Part, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this Insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.

- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:

- (1) For "occurrences" not covered by "underlying insurance"; or

- (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

Will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement, Paragraph 2.** of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement, Paragraph 2.** of this Coverage Part.

- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.

9. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.

- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:



- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

- a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
- b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".

3. "Auto" means:

- a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
 6. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
 6. "Coverage territory" means anywhere.
 7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
 10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement.
- If such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 - g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
 - (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;
 - (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (4), above;
 - (6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or

- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;

- (2) The number or kind of media used; or

- (3) The number of claimants.

- 17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;

- b. Malicious prosecution;

- c. Abuse of process;

- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, re-conditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another

contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in SECTION I - COVERAGE, C. Defense and Supplementary Payments of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with SECTION I - COVERAGE, A. Insuring Agreement, Paragraph 2. of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom,
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of

plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations con-

ducted on such site and all premises used for such operations;

- 7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- 8. "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$5 ,000,000 Each Occurrence Limit \$5 ,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition 9. **Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for defense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3. of the Cover-

age Part to which this endorsement is attached; and

- b. Being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

- (1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

- (2) The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".

- 31. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

POLICY NUMBER:

EXCESS (FOLLOWING FORM)
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RIGHTS OF RECOVERY FROM OTHERS

This endorsement modifies insurance provided under the following:

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR

PROVISIONS

The following is added to Paragraph 11., **OUR RIGHT TO RECOVERY FROM OTHERS**, in **SECTION IV – CONDITIONS**:

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us unless the insured has waived its rights of recovery against a person or

organization shown in the Schedule Of Designated Persons Or Organizations above in a contract or agreement that is executed before loss. In that case, we will waive any right of recovery we would otherwise have against such person or organization.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR
AUTUMN GARDENS PHASE II IN
LOCKPORT, NEW YORK**

By and Among

CAPITAL REALTY GROUP, Inc.

and

THE CITY OF LOCKPORT

AGREEMENT FOR
PAYMENT IN LIEU OF TAXES

THIS AGREEMENT for payment in lieu of taxes is made as of _____, 2023 (the "PILOT Agreement"), by and among the **CITY OF LOCKPORT**, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at One Locks Plaza, Lockport, NY 14094 (the "City"), and **CAPITAL REALTY GROUP, Inc.** (the "Taxpayer"), All being collectively referred to as the "parties" and individually as a "party."

WHEREAS, the proposed project involves the improvement and rehabilitation of one ninety-six (96) apartment units commonly known as Autumn Gardens Phase II, as further described within the attached legal description at Exhibit "1", in the City of Lockport, County of Niagara and State of New York ("Land" or "Property" collectively, the "Project"); and

WHEREAS, the development of the Project is of vital public interest to the City; and

WHEREAS, the Project is currently subject to a PILOT Agreement dated as of December 27, 1985; and

WHEREAS, the Project is currently affordable to low income households, and **affordability** of the property for residential use by low income persons shall remain consistent throughout the duration of the PILOT Agreement; and

WHEREAS, the City wishes to grant the Taxpayer such relief as permitted by law; and

WHEREAS, the City, by Resolution Number _____ of the Common Council, adopted on May 31, 2023, approved such an exemption;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this PILOT Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Tax Exemption.** The parties agree that Taxpayer qualifies for real property tax exemption for the Project in accordance with the provisions of Section 52 of the Public Housing. **"Local and Municipal Taxes"** shall mean any and all real estate taxes levied by the City (the **"Taxing Jurisdictions"**). This PILOT Agreement shall not limit or restrict the Taxpayer's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this PILOT Agreement.

2. **Obligation of the Taxpayer to Make Payments in Lieu of Taxes.** So long as the aforementioned exemption remains in place, the Taxpayer will make annual payments in lieu of taxes ("PILOT Payment") to the City and the School District in the amount set forth in Section 4 of this Agreement in satisfaction of all real property taxes due and payable to the City. The PILOT

Payment shall be required to be made to the City commencing with the 2024 tax fiscal year of the City. The Parties agree that no refund of any real property taxes levied upon the Property prior to the 2024 tax fiscal year of the City shall be sought or claimed on account of the exemption made effective pursuant to this PILOT Agreement.

3. Requirements of Taxpayer.

a. The Taxpayer shall provide the City, such information concerning its operations and the operations of the Project in form and substance as may from time to time be reasonably requested. Such information shall include, but shall not be limited to, the annual financial statements of the Company from the calendar year immediately preceding the fiscal year in which payments are due.

b. The Company shall permit the Comptroller of the City, to audit its books and records within fourteen (14) days after receiving a written request from the City.

c. ~~Transfer of legal title to the Land and improvements comprising the Project will not be allowed during the term of this PILOT Agreement without the prior written consent of the City, other than with respect to transfers of interest for easements in the ordinary course of business and rental of units to tenants.~~

4. Effective Date, Term and Payments.

a. The PILOT Agreement shall be effective as of the 2024 tax fiscal year of the City. The Taxing Jurisdictions and the Taxpayer agree that the taxes for the prior tax year will be issued under the Existing PILOT. This Agreement will continue for a term of twenty (20) years (the "Term"), unless sooner terminated by law or mutual agreement upon prior written consent of the parties.

b. During the Term of the PILOT Agreement, the Company shall make annual payments in lieu of local and municipal real estate taxes, but not including assessments for local improvements and special assessments on the Land and improvements constituting the Project to the City. The initial PILOT Payment shall be \$25,445.

c. The PILOT Payments shall increase annually at a rate set forth in the attached Exhibit "A", Schedule of PILOT Payments.

d. In addition to PILOT Payments, the Taxpayer will be responsible for paying all special district assessments and other assessments for local improvements permitted by law.

f. At the expiration of the Term, this PILOT Agreement will cease to have any effect on the taxes due with respect to the property and the property will be taxed in accordance with applicable law unless otherwise extended or modified pursuant to a separate agreement.

g. The PILOT Payments shall be payable annually. Each annual PILOT Payment shall be made within 30 days of the issuance of the PILOT invoice by the City, and shall be delivered to the City of Lockport, City Treasurer's Office, One Locks Plaza, Lockport, NY 14094, or such other place as may be designated from time to time by the City. Each such PILOT Payment not made within 30 days of the Taxpayer's receipt of the PILOT invoice for that year shall be considered delinquent.

h. The accountant for the Taxpayer shall prepare all documents and forms required under this PILOT Agreement.

5. Defaults in Payment in Lieu of Taxes. In the event the Taxpayer fails to make any payment in lieu of real property taxes when due, the amount or amounts not so paid shall be a lien on the Project in the same manner that delinquent real property taxes would be and continue as an obligation to the Taxpayer until fully paid. In addition, the Taxpayer shall pay the appropriate taxing authority's or authorities' interest and penalties on the unpaid amount or amounts accruing at the same times and at the interest rates as if such amounts were delinquent real property taxes. In addition to any other remedies available to them for the collection of delinquent real property taxes, including, without limitation, in rem proceedings, the City may exercise any other remedies available, and such remedies shall be cumulative and the exercise of any remedy shall not be an action of remedies under law.

6. Effect of Fulfillment of the Requirement. Once having paid the amounts required by this PILOT Agreement when due, the Taxpayer shall not be required to pay any real property taxes for which such payments in lieu of taxes have been made, except special district assessments and other special assessments for local improvements permitted by law.

7. Events of Default and Termination of Tax Exemption.

a. An event of default ("Event of Default") shall be defined as (1) failure of the Taxpayer to make any payment required under the PILOT Agreement when due, (2) the Taxpayer's failure to provide any notice as required by this PILOT Agreement to the City (3) failure of Taxpayer to provide any of the information required by Section 3(c) or 3(d) of this PILOT Agreement, or (4) the transfer of title or beneficial ownership of any portion of the Project or the Land (except in connection with easements made in the ordinary course of business and rental of units to tenants).

b. Upon the occurrence of an Event of Default as defined pursuant to Section 7(a) above, the Taxpayer shall have ten (10) days after the receipt of Notice from the City

regarding such default to cure such default. Copies of any notice sent to Taxpayer shall also be sent to Capital Realty Group, LLC, 86 Rte. 59, Spring Valley, NY 10977.

c. In the event the Taxpayer has not cured such default or defaults within the time period set forth in this PILOT Agreement, then the exemption from real property taxes described herein shall be deemed to have been terminated as of the taxable status date of the immediately preceding fiscal year of the City.

d. Upon a termination of the exemption from real property taxes set forth in Section 7(c) above, the Taxpayer shall be liable for real property taxes on a pro-rata basis from and after the City's taxable status date immediately preceding the Event of Default and the statutory lien applicable to such real property taxes shall be deemed in effect as of the lien date normally applicable to such year's real property taxes, unless a separate basis for a real property tax exemption then exists for the benefit of Taxpayer.

e. Any such termination of the real property tax exemption applicable to the Project shall not void the liability of the Taxpayer for any unpaid payments in lieu of taxes required by this PILOT Agreement prior to such termination.

8. Waiver. No failure on the part of the City to exercise, and no delay on the part of the City in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by the City preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9. Modification. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated, except by an instrument in writing duly executed and agreed to by the parties hereto.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11. Severability. If any provision of this PILOT Agreement or its application is held invalid or unenforceable to any extent, the remainder of this PILOT Agreement shall remain in full force and effect and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

12. Entire Agreement. This PILOT Agreement constitutes the entire agreement of the Parties relating to PILOT Payments with respect to the Project and the Property and supersedes all prior contracts and/or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the City and Taxpayer have duly executed this PILOT Agreement as of the day and year first above written.

CITY:

CITY OF LOCKPORT

By: Michelle Roman, Mayor

Approved as to form for the City of Lockport:

By: _____

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

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHELLE ROMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CAPITAL REALTY GROUP, Inc,[illegible]

Notary Public
My Commission Expires: ____/____/____

EXHIBIT A

[Legal Description]

EXHIBIT B

AUTUMN GARDENS PHASE II PILOT PAYMENTS

Autumn Gardens

Year	City PILOT	% Increase
2024	\$25,445	N/A
2025	\$26,208	3.00%
2026	\$26,995	3.00%
2027	\$27,804	3.00%
2028	\$28,639	3.00%
2029	\$29,498	3.00%
2030	\$30,678	4.00%
2031	\$31,905	4.00%
2032	\$33,181	4.00%
2033	\$34,508	4.00%
2034	\$35,888	4.00%
2035	\$37,324	4.00%
2036	\$38,817	4.00%
2037	\$40,370	4.00%
2038	\$42,388	5.00%
2039	\$44,508	5.00%
2040	\$46,733	5.00%
2041	\$49,070	5.00%
2042	\$51,523	5.00%
2043	\$54,099	5.00%
2044	\$56,804	5.00%

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Friday, May 26, 2023 8:08 AM
To: 'Deputy City Clerk'
Subject: FW: [EXTERNAL] Request to clock off part of Berkley drive on June 21

Good morning!
 This resolution is #18 for the meeting on May 31st.
 Thank you for your email!

-----Original Message-----

From: Ellen Martin <baltogal@gmail.com>
Sent: Thursday, May 25, 2023 3:51 PM
To: cityclerk@lockportny.gov
Subject: [EXTERNAL] Request to clock off part of Berkley drive on June 21

Hello Sarah! This is ellen martin and I am requesting permission from the city council to block off Berkley drive from Sargent to the dead end for the evening of June 21. The only people impacted (Podgers and me) have no objections. We are putting on an outdoor summer solstice white attire dinner party. We have done this a few times before and expect about 100 friends and neighbors. Pat McGrath has prepared a resolution. Could you put this on the agenda? Thank you.

June 21 5pm to 9pm
 Berkley drive from Sargent to dead end
 Summer solstice
 Our little group is Lockport public arts council a 501c3.

Thanks

Ellen martin
 4434188720
 19 Berkley drive
 Baltogal@gmail.com
 Sent from my iPhone

By Alderman Beakman:

Resolved, that pursuant to their request, permission is hereby granted to the residents of Lakeview Parkway, through the Lakeview Parkway Association, to barricade said street on June 24, 2023, with a rain date of June 25, 2023, for a block party, and be it further

Resolved, that the Director of Highways, Parks and Water Distribution be and the same is hereby authorized and directed to arrange for delivery of barricades, picnic tables and refuse containers to the area during the week prior to said event; and be it further

Resolved, that if the Lakeview Parkway Association wishes to erect a tent on the Parkway during the term of the picnic, it shall obtain insurance coverage for same, naming the City of Lockport as an additional insured as its interests may appear.