

**CITY OF LOCKPORT**  
**COMMON COUNCIL MEETING AGENDA**  
**REGULAR MEETING**  
**June 26th, 2024**  
**6:00 P.M.**

**5:30 P.M.** Committee of the Whole Meeting

**6:00 P.M.** Common Council Meeting

**ROLL CALL**

**APPROVAL OF MINUTES**      **Fogle:**      Approve Common Council minutes of  
062624.1      January 24th, 2024

**PUBLIC HEARING**      Curfew

**COMMUNICATIONS**

**MOTIONS &  
RESOLUTIONS**

**xxxx:**      Approve bills and payrolls  
062624.2

**xxxx:**      John Deere Loader lease  
062624.3

**xxxx:**      Special Use Permit – Grant permission for  
062624.4      291 Prospect

**xxxx:**      Budget Amendment for NYSDOT Funding  
062624.5

**xxxx:**      Bridlewood Drive Block party  
062624.6

**xxxx:**      Authorize Purchase from Parks  
062624.7      Revitalization Fund

**Fogle:**      Juneteenth  
062624.8

**xxxx:**      DPW truck price increase  
062624.9

**ADJOURNMENT**      **Fogle:**      Adjourn meeting to July 10<sup>th</sup> 2024  
062624.10

**CITY OF LOCKPORT**  
**CORPORATION PROCEEDINGS**

Lockport Municipal Building

Regular Meeting  
Official Record

June 26th, 2024  
6:00 P.M.

Mayor John Lombardi III called the meeting to order.

**ROLL CALL**

The following Common Council members answered the roll call:

Aldermen Craig, Devine, Fogle, Kirchberger, Lupo, Mullane

**INVOCATION**

**RECESS**

Recess for public input.

**062624.1**

**APPROVAL OF MINUTES**

On motion of Alderman Fogle, seconded by Alderman \_\_\_\_\_, the minutes of the Regular Meeting of June 12th 2024 are hereby approved as printed in the Journal of Proceedings. Ayes \_\_\_\_\_. Carried.

**PUBLIC HEARING**

The Mayor announced a public hearing on a proposed Local Law implementing a Change to Local Law – Chapter 81- Curfew.

The Mayor asked the City Clerk if any petitions or communications relative to said policy have been received.

Recess for public input.

**FROM THE MAYOR**

**Appointments:**

Kelsey M. Teeter, 404 N. Transit St., Lockport, NY 14094 has been appointed to Real Property Appraiser in the Assessor Department. Said appointment is provisional and subject to the City of Lockport Municipal Service Rules and Regulations.

## 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)

6/4/2024 David L. Ulrich, 45 Main St., Lockport, NY 14094 sent a letter notifying city officials of concerns at 51 Main Street.

6/5/2024 Andrew Ciubotaru from Rezzonator Services on behalf of Hawley's Grove LLC, requesting a waiver of the 30-day notice of liquor license application.

6/5/2024 Robert Soemann from Bad Attitudes LLC at 616 West Avenue, Lockport, NY 14094 provided notice of their license renewal request to the New York State Liquor Authority.

### **Notice of Complaint:**

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

### **Notice of Claim:**

6/10/2024 Elrashid A. Elbanna vs. The City of Lockport

Referred to the Corporation Counsel.

## **MOTIONS & RESOLUTIONS**

### **062624.2**

By Alderman:

**Resolved**, that the Mayor and City Clerk be authorized to issue orders in favor of the claimants for payrolls, bills and services to be paid on March 28th 2024.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

### **062624.3 John Deere Loader Lease**

By Alderman: \_\_\_\_\_

**Whereas** resolution 030922.12 approved a lease to own contract through the NYSOSG Contract PC-69403 for a John Deere Loader to be used for snow plowing, leaf pickup, and other departmental functions; and

**Whereas** the annual lease payments were to be made from the Consolidated Highway Aid (CHIPS) in the amount of \$62,804 over 5 years; and

**Whereas** due to supply chain delays, the delivery of the Loader did not occur until 2023; and

**Whereas** the price remained constant at \$287,283 plus \$40 lease fee, however interest rates increased from the original proposal of 3.0416% to 3.84% increasing the annual lease payments to \$64,374; therefore, be it

**Resolved** the City of Lockport Common Council hereby approves the increase to the 5 year lease agreement with Five Star/John Deere Financial to accommodate the increase to the interest rate.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

**062624.4 Special Use Permit 291 Prospect**

By Alderman: \_\_\_\_\_

**Resolved** that the request for a special use permit by Joshua Brege 291 Prospect Street to harbor chickens on the property, be and the same is hereby approved, subject to the following provisions:

No change in character of neighborhood.  
No excessive noise or disturbance of neighborhood.  
No appreciable change in traffic.  
No outside storage of materials.

The special permit shall go to the applicant only and shall terminate on the sale or transfer of the property if other than the applicant; and further it terminates if the use permitted is abandoned for more than one year, if any of the conditions enumerated herein have changed, and in the discretion of the Common Council make such use unsuitable.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

**062624.5 Budget Amendment for NYSDOT Funding**

By Alderman: \_\_\_\_\_

**Whereas** the NYSDOT has awarded the City of Lockport with program funding for CHIPS, PAVE NY, EWR, STR and POP for State Fiscal Year 2024-25 in the amount of \$ 2,416,954.37, now, therefore, be it

**Resolved** that the fiscal year 2024 Capital Fund budgets be amended to add the apportioned balances as follows:

Increase Revenue:

H082.5112.33501	Consolidated Highway Aid	\$1,243,936.79
H208.5112.33501	Consolidated Highway Aid	<u>\$1,173,017.58</u>
		\$2,416,954.37

Increase Appropriations:

H082.5112.52450	Infrastructure – Roads	\$1,243,936.79
H208.5112.52450	Infrastructure – Roads	<u>\$1,173,017.58</u>
		\$2,416,954.37



Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

**062624.6 Bridlewood Drive Block party**

By Alderman: \_\_\_\_\_

**Resolved** that pursuant to their request, permission is hereby granted to the residents of Bridlewood Drive, to barricade said street at Transit Road and Bridlewood Drive on Sunday, July 28, 2024 from 11 am – 6 pm 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, to the area prior to said event.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

**062634.7 Authorize Purchase from Parks Revitalization Fund**

By Alderman: \_\_\_\_\_

**Whereas**, Resolution 040721.8 (FY 2021 Budget Supplement #1) established a Park Revitalization Program (H206) in the Capital Budget with \$275,000 in funding; and

**Whereas**, the City wishes to purchase ten metal trash bins for the parks; now, therefore, be it

**Resolved**, that the City of Lockport Common Council hereby approves of the Mayor to enter into a purchasing agreement with Integrity Machining and Fabrication for \$15,082.20 and utilize funds in the H206 capital project.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

**062624.8 Juneteenth**

By Alderman Fogle:

**Whereas** in August of 1619, an English ship transported some 20 Africans to Jamestown, Virginia Colony, beginning the barbaric era of slavery in our country; and

**Whereas** on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, which declared "that all persons held as slaves" within the Confederate states "are, and henceforward shall be free"; and

**Whereas** on June 19, 1865, two years after the Emancipation Proclamation was issued, Union troops led by Major General Gordon Granger arrived at Galveston, Texas, to deliver the news that the Civil War had ended and that enslaved Africans were now free; and

**Whereas** upon his arrival in Texas, Major General Granger issued General Order Number 3 which stated "[t]he people of Texas are informed that in accordance with a Proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of rights and rights of property between former masters and slaves."; and

**Whereas** June 19, or Juneteenth, is the oldest nationally celebrated commemoration of the ending of slavery in the United States and celebrates African American freedom and achievement; and

**Whereas** the vestiges of slavery and racism still permeate throughout our nation; and

**Whereas** no one should have to live in the shadows of their oppressors; and

**Whereas** Juneteenth challenges us to reexamine our core values as a city, state, and nation, and to ensure freedom, liberation, and justice for all people; and

**Whereas** Juneteenth is a holiday that has become increasingly recognized in our community and it is necessary for our entire City to be aware of the importance of this holiday to our Black neighbors; and

**Whereas** Lockport has had a long history as part of the Underground Railroad, and a strong black community with business and civic leaders like Aaron Mossell; and

**Whereas** Juneteenth should be a holiday in the City of Lockport as a testament to freedom, liberation, and justice, and a day where Black life, Black history, and Black culture is honored and celebrated; and

**Now, therefore, be it resolved** that Juneteenth (June 19) shall be added as a holiday for all employees of the City of Lockport commencing in the calendar year 2025.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

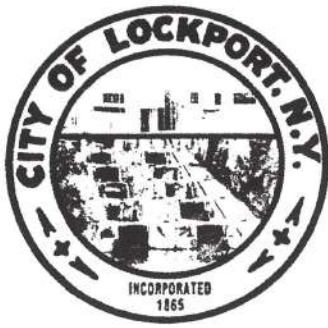
**062624.9     Being prepared.**

#### **062624.10     ADJOURNMENT**

At \_\_\_\_\_ P.M. Alderman Fogle moved the Common Council be adjourned until 6:00 P.M., Wednesday July 10<sup>th</sup> 2024.

Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

SARAH K. LANZO  
City Clerk



## CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094

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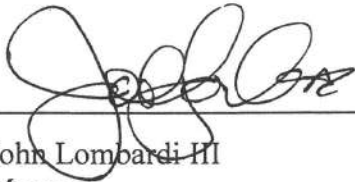
June 10, 2024

TO: Common Council

Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Kelsey M. Teeter of 404 N Transit St, Lockport, NY 14094 to Real Property Appraiser in the Assessor Department. This is a provisional position effective June 10, 2024.

Said appointment is provisional and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 10<sup>th</sup> day of June 2024.



John Lombardi III  
Mayor

cc: K. Teeter  
S. Israel  
**City Clerk**



June 4, 2024

RECEIVED

JUN 07 2024

CITY CLERK

David Blackley, Esq.  
City of Lockport Corporation Council  
One Locks Plaza  
Lockport, NY 14094

Dear Mr. Blackley,

I write this letter to notify the City of Lockport about a condition that the City and its contractors and/or employees have caused on the property Mills Jeweler's occupies at 51 Main Street.

Approximately 10+ years ago, the City tore down the City owned parking ramp and replaced it with a parking lot. It is our understanding that the original engineering plans for the parking lot called for the parking lot to be flush against the east side of the Mills Jewelers Building. The City changed the original engineering plans and left an approximate 20 foot gap between the parking lot and the Mills Jewelers Building. This 20 foot gap has set the stage for erosion and water damage to occur on the foundation of the Mills Jewelers Building.

This is an ongoing condition and is causing on going damage. The water is migrating through the City owned wall attached to 51 Main Street. Further there was no adequate drainage upon completion of the parking ramp demolition.

Please correct this dangerous and unsafe condition. Please note the east wall of the Mills Jewelers Building is actually owned by the City and was part of the former City Parking Ramp. Thus, the damage is generating from the City owned wall. Please also note Mills Jewelers is not signing a renewal lease if this damage is not rectified soon.

Sincerely

A handwritten signature in black ink, appearing to read "David L. Ulrich".

David L. Ulrich  
DLU/bp

Cc: Mayor John Lombardi, III  
Ms. Sarah Lanzo, City Clerk

New York, 06/05/2024

**Re: Hawley's Grove LLC**

482 West Ave

Lockport, NY, 14094

**Request to Waive 30 Day Notification for a Liquor License**

Dear Lockport Clerk Office,

My name is Andrew Ciubotaru of Rezzonator Services, the firm representing the applicant mentioned above.

**This letter is to re-notify you of a On-Premise Seasonal Liquor License application. (Community Board Notice Attached).**

This letter is to request a waiver of the 30-Day Municipality Notification for a supplemental liquor license application for the aforementioned client (**Community Board Notice Attached**).

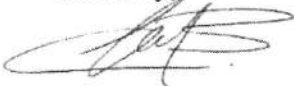
We would like to note that the applicant business has already notified the Lockport Clerk Office on 10/03/2023 (submission tracking # 9589071052700435222241) regarding the expansion of the business through an outside area. Please see *Exhibit A – Initial Notification with Lockport Clerk Office*.

The reason for this re-notification is that the 180-day period set by the New York State Liquor Authority has been exceeded, necessitating the renewal of community board approval. The applicant is also looking to add Live Music on their method of operation as already permitted at the existing restaurant, Hawley's Grove.

We respectfully request that you waive the 30-day notice so that the applicants may expand their premises outdoors and may continue to serve the public.

Thank you for your time and attention to this matter. If you have any further questions, feel free to contact me at 212.390.0806 or via email at [info@rezzonatorservices.com](mailto:info@rezzonatorservices.com)

Sincerely,



Andrew Ciubotaru

Administrative Assistant

**Rezzonator Services**



☐ Original☐ Amended

Date \_\_\_\_\_

## Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 03/06/2024 1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York:

☒ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal

☒ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

**Please include all documents as noted above. Failure to do so may result in disapproval of the application.**

**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**

3. Name of Municipality or Community Board: Lockport Clerk Office

### Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): N/A Expiration Date (if applicable): N/A

5. Applicant or Licensee Name: Hawley's Grove LLC

6. Trade Name (if any): N/A

7. Street Address of Establishment: 482 West Ave

8. City, Town or Village: Lockport, NY Zip Code: 14094

9. Business Telephone Number of applicant/ Licensee: (716) 434-0941

10. Business E-mail of Applicant/Licensee: hawleysgrove@gmail.com

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☐ Full Food menu; full kitchen run by a chef/cook ☒ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Bar/Tavern

☒ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☒ Recorded Music ☐ Karaoke

14. Method of Operation: ☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): Low-Volume Rock, Jazz, Acoustic, Country

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify): \_\_\_\_\_

15. Licensed Outdoor Area: ☐ None ☐ Patio or Deck ☐ Rooftop ☒ Garden/Grounds ☐ Freestanding Covered Structure  
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): N/A

Not a new application. Applicant is looking to expand the current premise to an outside area and add recorded and live music to the method of operation.

Not a new application. Applicant is looking to expand the current premise to an outside area and add recorded and live music to the method of operation.

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- |                                  |                                  |
|----------------------------------|----------------------------------|
| <input type="text" value="N/A"/> | <input type="text" value="N/A"/> |
| Name                             | Serial Number                    |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

#### Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:
23. Building Owner's Street Address:
24. City, Town or Village:  State:  Zip Code:
25. Business Telephone Number of Building Owner:

#### Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:
27. Representative/Attorney's Street Address:
28. City, Town or Village:  State:  Zip Code:
29. Business Telephone Number of Representative/Attorney:
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name:  Title:

Principal Signature: Marc Pietrzykowski

# USPS Tracking®

FAQs >

Tracking Number:

Remove X

**9589071052700435222241**

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

## Latest Update

Your item was delivered to an individual at the address at 12:14 pm on November 3, 2023 in LOCKPORT, NY 14094.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

### Delivered

Delivered, Left with Individual

LOCKPORT, NY 14094

November 3, 2023, 12:14 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package





**1. Licensed Premises Information**Is your licensed premises closed? ☐ YES ☐ NOIf yes, is your license in safekeeping with the Authority? ☐ YES ☐ NOIf yes, do you wish for your license to remain in Safekeeping at Renewal? ☐ YES ☐ NOIf yes to any of the above, submit a statement giving the reason that the license is in Safekeeping and the date that is planned for the premises to re-open. *Please be aware that licenses cannot remain in Safekeeping for an indefinite period of time.*

Licensed Premises Name:

Bad Attitudes LLC

License Serial #:

3132046

Trade Name (if applicable):

Federal Employer Identification Number:

20-5239042

**1a. Method of Operation: The following questions must be answered by all On-Premises license holders, including beer, beer & wine, or beer, wine & liquor**

Section 109 of the ABC Law requires a statement to be submitted indicating the type of establishment operated at the premises.

If you hold an **on-premises** license, please select the method of operation from the following list:☐ Restaurant ☐ Catering Establishment ☐ Club (i.e., Fraternal Org) ☐ Ball Park/Stadium/Arena ☐ Cabaret ☐ Bed & Breakfast☒ Bar/Tavern ☐ Adult Entertainment ☐ Night Club/Dance Club ☐ Country Club/ Golf Course ☐ Hotel ☐ Sports BarIf dancing is permitted at the premises, who is be permitted to dance? ☒ Patrons ☐ Employees ☐ Both ☐ Not ApplicableIf dancing is permitted, is there exotic dancing (i.e.pole dancing, lap dancing, etc.)? ☐ YES ☒ NO ☐ Not ApplicableIs there topless entertainment at the premises? ☐ YES ☒ NO

Please list any condition(s) or stipulation(s) associated with your current license that were agreed to with the local Municipality/ Community Board or placed on your license by the Authority. Attach additional sheets if necessary.

**1b. Address of the Licensed Premises**

Licensed Premises Address:

666 West Avenue

\*Required

City:

Lockport

State:

New York

Zip Code:

14094

County:

Niagara

Email Address:

\*Required

Attitudesbarlockport@gmail.com

Premises Telephone # (include area code):

\*Required

716-434-5328

Contact Phone # (include area code):

716-622-0176

If the address your premise is know by has changed as a result of a 911 update, provide a copy of the 911 address notification form, a letter from the local municipality, or other proof of the address update.

**Mailing Address (if different than premises address)**

Mailing Address:

City:

State:

Zip Code:

**1c. Landlord/Building Owner Name and Address - also required if building is owned by the licensee**

Landlord Name: Second Niagara LLC

Address: 31 Brooklins green Drive

City: Orchard Park State: New York Zip Code: 14127

**2. Arrest/Conviction Information**

Has the applicant or (if partnership) any of the partners, or (if a corporation) any of the officers, directors, stockholders, or any agent or employee of the applicant, been **ARRESTED** and/or **CONVICTED** during this renewal period (including pleas of guilty or suspended sentences) of any felony or of any other crime or offense of any kind except minor traffic violations?

☐ YES ☒ NO ☐ Previously Reported

If YES, complete the chart below. Submit a Police Report, Certificate of Disposition, Certificate of Conviction or a Certificate of Relief from Disabilities from the Court Clerk for each case. If the charge(s) are not complete submit documentation showing your next court appearance. If necessary, attach additional sheets.

Name of the Defendant	Connection with Licensed Premise (licensee, officer)	Date of Offense	Nature of the arrest and/or conviction	Disposition

**3. Applicant Information and Certification**

The signature below certifies that I know the contents of this application and the statements contained therein; that the same are true of my own knowledge; and that I am authorized to execute this application and sign this certification. I further certify that I have read the terms and conditions included with this application for the renewal and agree to comply with the conditions.

**A. Sole Proprietor (This section must be completed, signed and dated by the sole proprietor.)**

Print Name: Robert Soemann Date of Birth: 01/08/1964 Social Security #: 131569154

Residence street address: 3940 Ridgeway Drive

City: Lockport State: NY Zip Code: 14094

Telephone # (include area code): 714-622-0174 Cell Phone # (include area code): 714-622-0174

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**B. Partnership** *(This section must be completed, signed and dated by each partner.)*  
**Attach additional sheets if necessary**

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		
Partner Signature		Title		Date	

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		
Partner Signature		Title		Date	

**C. Corporation, LLC or LLP** *(This section must be completed, signed and dated by an authorized officer. This principal should be the primary point of contact.)*

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Title:	<input type="text"/>				
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		
Authorized Signature		Title		Date	

**C. - Continued - All remaining Principals on the license must be listed below.****(Attach additional sheets as needed to include all principals)**

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Title:	<input type="text"/>				
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Title:	<input type="text"/>				
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Title:	<input type="text"/>				
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Title:	<input type="text"/>				
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		

**D. Club (This section must be completed, signed and dated by the Club Alcoholic Beverage Control (ABC) Officer who has been approved by the State Liquor Authority.)**

Print Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	Social Security #:	<input type="text"/>
Residence street address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>
Title:	<input type="text"/>				
Telephone # (include area code):	<input type="text"/>	Cell Phone # (include area code):	<input type="text"/>		
Authorized Signature _____		Title _____		Date _____	



KATHY HOCHUL  
Governor

LILY M. FAN  
Chair

EDGAR DE LEON  
Commissioner

## RENEWAL ADVISORY

**Serial #: 3132046**

NIAG / OP / 252

New Effective Date: 8/1/2024

New Expiration Date: 7/31/2026

License Fee: \$1,792.00

Filing Fee: \$90.00

**Premises Address:**

**BAD ATTITUDES LLC  
616 WEST AVE # 102  
LOCKPORT, NY 14094**

**TOTAL FEE DUE: \$1,882.00**

*This letter is to notify you that your current license is due to expire on **07/31/2024**. The renewal procedures have changed so please review all forms / instructions carefully.*

- This is the **ONLY** notification you will receive.
- Applicants should keep a copy of the renewal application and all supporting documents for their records.
- Pursuant to Advisory #2020-21, renewal applications must be filed (mailed and postmarked) at least seven calendar days before the expiration date of the current license to be considered timely for the purposes of the State Administrative Procedures Act.
- Note as of 3/1/21: Based on potential disruptions with the United States Postal Service, we strongly suggest that you act on this advisory as soon as possible to prevent delays in processing. If you are a licensee in New York City, required to notify the community board of your renewal, and have not done so yet, you should do so as soon as possible. As a reminder, Section 110-B of the ABC Law allows municipal notification to be made up to 270 days prior to filing the renewal application.

*The renewal application form can be found on the Authority's website at:*

<https://sla.ny.gov/renew-your-license>

*You must include this renewal advisory, the completed renewal application, appropriate fee and all other required documents.*

**NOTE:** Renewal applications must be mailed to the address shown below. Applications sent to any other address will be returned and will delay the processing of your renewal. You must complete the renewal application and return it with this renewal advisory to the address below:

**M&T Bank Lockbox  
New York State Liquor Authority  
PO Box 8000-Dept 930  
Buffalo, New York 14267**



hand delivered

RECEIVED

JUN 10 2024

CITY CLERK OFFICE

NOTICE OF CLAIM  
X-----X  
ELRASHID A. ELBANNA

-against-

CITY OF LOCKPORT and JEREMY M. ANTONIK

X-----X

To: CITY OF LOCKPORT  
1 Locks Plaza, Lockport, NY 14094

CITY OF LOCKPORT  
Service of Process via Secretary of State of the State of New York  
c/o Nancy A. Brooks  
6560 Dysinger Road  
Lockport, NY 14094

JEREMY M. ANTONIK  
310 Church Street  
Lockport, NY 14094

PLEASE TAKE NOTICE that the undersigned claimant hereby makes claim and demands against you as follows:

**1. Name and post office address of each claimant and claimant's attorney is:**

**Claimant:**

Elrashid A. Elbanna  
6559 Lincoln Place, Apt F  
Lockport, NY 14094

**Attorney for Claimant**

Hach & Rose, LLP  
112 Madison Avenue, 10<sup>th</sup> Floor  
New York, NY 10016

**2. Nature of this Claim:**

Elrashid A. Elbanna: To recover money damages from personal injuries, pain and suffering, medical expenses, disability and related damages incurred by and on behalf of claimant, ELRASHID A. ELBANNA, due to an accident resulting from negligence of the CITY OF LOCKPORT and JEREMY M. ANTONIK.

**3. The time when, the place where and the manner in which the claim arose:**

On Friday, May 3<sup>rd</sup>, 2024 at approximately 9:05 am the claimant herein, was the driver of his motor vehicle a 2005 Toyota sedan bearing New York license plate number JMP5033 when while he was stopped behind 2013 Ford Utility vehicle owned by the CITY OF LOCKPORT bearing NY license plate AK1367 and operated by JEREMY M. ANTONIK, this vehicle was reversed back and collided with the Claimant's vehicle. The subject accident occurred at or near Grand Street intersecting with N Transit Street, in the County of Niagara, City of Lockport, in the State of New York (a copy of the police report is annexed hereto as **Exhibit A**); JEREMY M. ANTONIK and the CITY OF LOCKPORT were careless, reckless and negligent in the ownership, operation, maintenance and control of the subject vehicle; in failing to maintain proper control of said vehicle.

**4. The items of damage or injuries claimed are:**

Elrashid A. Elbanna— injuries to the head, neck, back, limbs and other injuries to the full extent of which are presently unknown.

Claimant claims monetary damages in which exceed the jurisdictional limits of all lower courts of the State of New York.

Dated: New York, New York  
June 6, 2024



**ATTORNEY'S VERIFICATION**

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

ROURK MULDERIG, being duly sworn, deposes and says that I am a member of Hach & Rose, LLP, the attorneys for claimant, Elrashid A. Elbanna, with an office at 112 Madison Avenue, 10<sup>th</sup> Floor, New York, New York 10016. I affirm that I have read the foregoing **Notice of Claim** and know the contents thereof, and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters, I believe them to be true. The source of my information and the grounds for my belief as to all matters in the foregoing Notice of Claim are based on records, reports, correspondence, communications and investigations in connection with this matter.

That the reason why this verification is made by me, and not by the claimant, is because the claimant does not reside within the County of New York, the county in which Hach & Rose is located.

Dated: New York, New York  
June 6, 2024

  
\_\_\_\_\_  
Rourk Mulderig, Esq.

# **EXHIBIT**

## **A**

New York State Department of Motor Vehicles  
**POLICE ACCIDENT REPORT**  
MV-104A (5/22)

XZ0999J0ZZW2

☐ AMENDED REPORT

1 Accident Date Month 05 Day 03 Year 2024		Day of Week FRIDAY		Military Time 09:05		No. of Vehicles 2		No Injured 1		No Killed 0		Not Investigated at Scene <input type="checkbox"/>		Left Scene <input type="checkbox"/>		Police Photos <input type="checkbox"/> Yes <input type="checkbox"/> No	
2 VEHICLE 1																	
VEHICLE 1 - Driver License ID Number 402469907 State of Lic. NY																	
Driver Name - exactly as printed on license ANTONIK, JEREMY M																	
Address (Include Number & Street) 310 CHURCH ST Apt No.																	
City or Town LOCKPORT State NY Zip Code 140940000																	
3 Date of Birth Month 05 Day 12 Year 1979 Sex M Unlicensed <input type="checkbox"/> No. of Occupants 2 Public Property Damaged <input type="checkbox"/>																	
Name - exactly as printed on registration City of Lockport, State NY Date of Birth Month 01 Day 01 Year 1953 Sex M Unlicensed <input type="checkbox"/> No. of Occupants 1 Public Property Damaged <input type="checkbox"/>																	
4 Address (Include Number & Street) 1 LOCKS PLAZA Apt No. Haz Mat Code Released City or Town LOCKPORT State NY Zip Code 14094																	
5 Plate Number AK1367 State of Reg NY Vehicle Year & Make 2013 FORD Vehicle Type UTIL Ins Code 238																	
Ticket/Arrest Number(s) LP28J0P2R3																	
Violation Section(s) 1211A																	
6 Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.																	
VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes Vehicle By Towed To																	
7 Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.																	
VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes Vehicle By BEAUMANS Towed To BEAUMANS																	
8 ACCIDENT DIAGRAM See the second page for the accident diagram Cost of repairs to any one vehicle will be more than \$1000. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																	
9 Reference Marker Coordinates (if available) Latitude/Northing: Longitude/Easting:																	
Place Where Accident Occurred: County NIAG City <input type="checkbox"/> Village <input type="checkbox"/> Town of LOCKPORT, CITY OF Road on which accident occurred GRAND ST (Route Number or Street Name) at 1) intersecting street N TRANSIT ST (Route Number or Street Name) or 2) Foot Miles of (Milepost, Nearest intersecting Route Number or Street Name)																	
10 Accident Description/Officer's Notes Patrol responded to the intersection of Grand St and N Transit St for the report of a motor vehicle accident. LFD responded. Upon arrival Patrol spoke to the driver of vehicle 1, Jeremy Antonik. Vehicle 1 is a blue Ford F350 bearing NY reg AK1367, a City of Lockport work vehicle. Antonik stated he was on Grand St facing West at the intersection of Grand St and N Transit St. Antonik stated																	
11 ALL INVOLVED 8 9 10 11 12 13 14 15 16 17 BY TO 18 Names of all involved Date of Death Only																	
A 01 1 4 1 44 M - - - 9997 3103 ANTONIK, JEREMY M																	
B 02 1 4 1 71 M 6 12 6 9997 3103 ELBANNA, ELRASHID A																	
C 01 3 4 1 40 M - - - TAYLOR, CHRISTOPHER C																	
D																	
E																	
F																	
12 Officer's Rank and Signature Officer COREY GELNETT Print Name In Full COREY GELNETT																	
13 Badge/ID No. 16																	
14 NCIG No. 03101																	
15 Precinct/Post Troop/Zone																	
16 Station/Boat Sector																	
17 Reviewing Officer TROWBRIDGE, TO																	
18 Date/Time Reviewed 05/11/2024 11:16																	

This is to certify that this document is a true and complete copy of a record on file in the New York State Department of Motor Vehicles, Albany, New York.

Mark J.F. Schneider  
COMMISSIONER OF MOTOR VEHICLES

MV-104A (5/22)

☐ AMENDED REPORT19202122232425

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f2930N



6

ALL INVOLVED

Mark J.F. Schroeder  
COMMISSIONER OF MOTOR VEHICLES

New York State Department of Motor Vehicles  
**POLICE ACCIDENT REPORT**  
MV-104A (5/22)

XZ0999J0ZZW2

☐ AMENDED REPORT

19

1	Accident Date Month 05 Day 03 Year 2024	Day of Week FRIDAY	Military Time 09:05	No. of Vehicles 2	No Injured 1	No Killed 0	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input type="checkbox"/>	Police Photos <input type="checkbox"/> Yes <input type="checkbox"/> No	20
---	--	-----------------------	------------------------	----------------------	-----------------	----------------	--	-------------------------------------	--	----

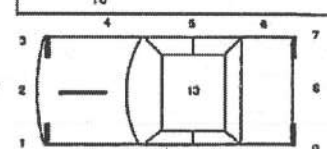
2	VEHICLE 1				VEHICLE 2				BICYCLIST				PEDESTRIAN				OTHER PEDESTRIAN				21
VEHICLE 1 - Driver License ID Number				State of Lic				VEHICLE 2 - Driver License ID Number				State of Lic									
Driver Name - exactly as printed on license								Driver Name - exactly as printed on license													
Address (Include Number & Street)				Apt. No				Address (Include Number & Street)				Apt. No									
City or Town				State				City or Town				State				Zip Code				22	

3	Date of Birth Month Day Year	Sex	Unlicensed <input type="checkbox"/>	No. of Occupants	Public Property Damaged <input type="checkbox"/>	Date of Birth Month Day Year	Sex	Unlicensed <input type="checkbox"/>	No. of Occupants	Public Property Damaged <input type="checkbox"/>	23	
Name - exactly as printed on registration						Name - exactly as printed on registration						
Address (Include Number & Street)						Address (Include Number & Street)						
City or Town						City or Town						

4	Plate Number	State of Reg	Vehicle Year & Make	Vehicle Type	Ins. Code	Plate Number	State of Reg	Vehicle Year & Make	Vehicle Type	Ins. Code	24	
Ticket/Arrest Number(s)						Ticket/Arrest Number(s)						
Violation Section(s)						Violation Section(s)						

6	Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.	25
VEHICLE 1 DAMAGE CODES		VEHICLE 2 DAMAGE CODES		
Box 1 - Point of Impact		Box 1 - Point of Impact		
Box 2 - Most Damage		Box 2 - Most Damage		
Enter up to three more Damage Codes		Enter up to three more Damage Codes		
Vehicle By Towed To		Vehicle By Towed To		

VEHICLE DAMAGE CODING:  
1-13. SEE DIAGRAM ON RIGHT.  
14. UNDERCARRIAGE 17. DEMOLISHED  
15. TRAILER 18. NO DAMAGE  
16. OVERTURNED 19. OTHER



See the second page for the accident diagram

Cost of repairs to any one vehicle will be more than \$1000.  
☒ Yes ☐ No

Reference Marker	Coordinates (if available)	Place Where Accident Occurred:	29
	Latitude/Northing:	County <u>NIAG</u> <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of <u>LOCKPORT, CITY OF</u>	
	Longitude/Easting:	Road on which accident occurred <u>GRAND ST</u> (Route Number or Street Name)	
		at 1) intersecting street <u>N TRANSIT ST</u> (Route Number or Street Name)	
		or 2) <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of <u>                    </u> (Milepost, Nearest intersecting Route Number or Street Name)	

Accident Description/Officer's Notes

JMP5033. Elbanna stated he was on Grand St facing West, behind vehicle 1, at the intersection of Grand St and N Transit St. Elbanna stated vehicle 1 backed into him while they were sitting at the light. Elbanna complained of lower back pain. LFD transported Elbanna to Lockport Hospital. Photo's taken of both vehicles. Beaumans responded and towed vehicle 2. Patrol issued Antonik a UTT. Patrol

ALL INVOLVED	8	9	10	11	12	13	14	15	16	17	BY	TO	18	Names of all involved	Date of Death Only
A															
B															
C															
D															
E															
F															

Officer's Rank and Signature	Officer	Badge/ID No.	NCIC No.	Precinct/Post Troop/Zone	Station/Boat/ Sector	Reviewing Officer	Date/Time Reviewed
Print Name	COREY GELNETT	16	03101			TROWBRIDGE, TO	05/11/2024 11:16

This is to certify that this document is a true and complete copy of a record on file in the New York State Department of Motor Vehicles, Albany, New York.

Mark J.F. Schneider  
COMMISSIONER OF MOTOR VEHICLES



New York State Department of Motor Vehicles  
**POLICE ACCIDENT REPORT**  
MV-104A (5/22)

Local Codes  
XZ0999J0ZZW2

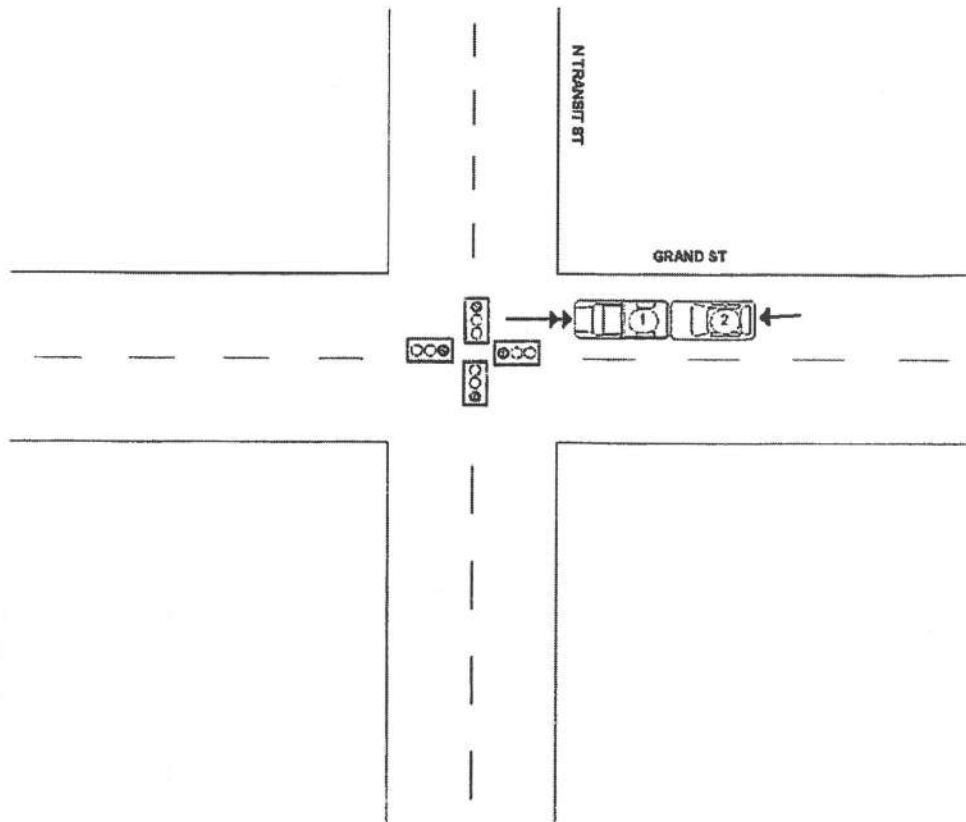
☐ AMENDED REPORT

19

1 Accident Date Month 05 Day 03 Year 2024		Day of Week FRIDAY		Military Time 09:05		No. of Vehicles 2		No Injured 1		No Killed 0		Not Investigated at Scene <input type="checkbox"/>		Left Scene <input type="checkbox"/>		Police Photos <input type="checkbox"/> Yes <input type="checkbox"/> No		20		
2 VEHICLE 1 Driver License ID Number Driver Name - exactly as printed on license Address (include Number & Street) City or Town State Zip Code										<input type="checkbox"/> VEHICLE 2 <input type="checkbox"/> BICYCLIST <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> OTHER PEDESTRIAN VEHICLE 2 - Driver License ID Number Driver Name - exactly as printed on license Address (include Number & Street) City or Town State Zip Code										21
3 Date of Birth Month Day Year Sex Unlicensed <input type="checkbox"/> No. of Occupants Public Property Damaged <input type="checkbox"/>										Date of Birth Month Day Year Sex Unlicensed <input type="checkbox"/> No. of Occupants Public Property Damaged <input type="checkbox"/>										22
4 Name - exactly as printed on registration Sex Date of Birth Month Day Year										Name - exactly as printed on registration Sex Date of Birth Month Day Year										23
5 Address (include Number & Street) Apt No Haz Mat Code Released <input type="checkbox"/>										Address (include Number & Street) Apt No Haz Mat Code Released <input type="checkbox"/>										24
6 Plate Number State of Reg Vehicle Year & Make Vehicle Type Ins Code										Plate Number State of Reg Vehicle Year & Make Vehicle Type Ins Code										25
7 Ticket/Arrest Number(s) Violation Section(s)										Ticket/Arrest Number(s) Violation Section(s)										26
8 Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.										Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.										27
9 VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes										VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes										28
10 Vehicle By Towed To										Vehicle By Towed To										29
11 VEHICLE DAMAGE CODING: 1-13. SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER										ACCIDENT DIAGRAM See the second page for the accident diagram Cost of repairs to any one vehicle will be more than \$1000. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										30
12 Reference Marker Coordinates (if available) Latitude/Northing: Longitude/Easting:										Place Where Accident Occurred: County NIAG <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of LOCKPORT, CITY OF Road on which accident occurred GRAND ST (Route Number or Street Name) at 1) intersecting street N TRANSIT ST (Route Number or Street Name) or 2) <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W of (Milepost, Nearest intersecting Route Number or Street Name)										31
13 Accident Description/Officer's Notes provided an accident information exchange to both drivers.																				32
ALL INVOLVED 8 9 10 11 12 13 14 15 16 17 BY TO 18 Names of all involved Date of Death Only																				33
14 Officer's Rank and Signature Print Name in Full COREY GELNETT										Badge/ID No. 16 NCIC No. 03101 Precinct/Post Troop/Zone Station/Beat/Sector Reviewing Officer TROWBRIDGE, TO Date/Time Reviewed 05/11/2024 11:16										34

This is to certify that this document is a true and complete copy of a record on file in the New York State Department of Motor Vehicles, Albany, New York.

*Mark J.F. Driscoll*  
COMMISSIONER OF MOTOR VEHICLES



Whereas, resolution 030922.12 approved a lease to own contract through the NYSOSG Contract PC-69403 for a John Deere Loader to be used for snow plowing, leaf pickup, and other departmental functions; and

Whereas, the annual lease payments were to be made from the Consolidated Highway Aid (CHIPS) in the amount of \$62,804 over 5 years; and

Whereas, due to supply chain delays, the delivery of the Loader did not occur until 2023; and

Whereas, the price remained constant at \$287,283 plus \$40 lease fee, however interest rates increased from the original proposal of 3.0416% to 3.84% increasing the annual lease payments to \$64,374; therefore, be it

Resolved the City of Lockport Common Council hereby approves the increase to the 5 year lease agreement with Five Star/John Deere Financial to accommodate the increase to the interest rate.





**JOHN DEERE**  
**FINANCIAL**Application ID: **13885410**

Version Number: 2

**LEASE PURCHASE AGREEMENT**

<b>LESSEE'S NAME AND PHYSICAL ADDRESS</b>			
<b>CITY OF LOCKPORT</b> <b>455 S NIAGARA ST</b> <b>LOCKPORT, NY 14094-1909</b>	<b>LESSEE'S TAX ID NUMBER</b> <b>**--***2547</b>	<b>LESSEE'S PHONE NO.</b> <b>716-439-6620</b>	<b>TYPE OF BUSINESS</b> <b>Municipality</b>
<b>LESSEE RESIDES IN (County/State)</b> <b>NIAGARA, NY</b>		<b>LESSEE AGREES TO KEEP GOODS IN (County/State)</b> <b>See Equipment Location and County for each Item of Equipment below</b>	
<b>NAME AND TITLE OF SIGNING OFFICER</b> <b>KRISTIN M. SCHUBRIG - PRINCIPAL ACCOUNT CLERK</b>			

<b>LESSOR'S NAME AND ADDRESS</b>	
<b>Deere Credit, Inc.</b> <b>P.O. Box 6600</b> <b>Johnston, IA 50131-2946</b>	<b>PHONE NUMBER</b>  <b>800-828-8297</b>

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

<b>EQUIPMENT LEASED</b>					
<b>Year</b>	<b>Manufacturer</b>	<b>Equipment Description</b>	<b>Equipment Location</b>	<b>County</b>	<b>Outside City Limits</b>
2023	JOHN DEERE	544 P WHEEL LOADER	LOCKPORT, NY	NIAGARA	No
<b>ADDITIONAL DETAILS</b>					
<b>Product ID</b>		<b>Engine Hour Meter</b>	<b>Asset Level Payment*</b>	<b>Selling Price</b>	
1DW544PAKPLZ16984		8	\$64,374.36	\$286,066.30	
<b>INCLUDED WITH PRODUCT ID NO. 1DW544PAKPLZ16984</b>					
<b>QTY</b>	<b>MANUFACTURER</b>	<b>PART NUMBER</b>	<b>EQUIPMENT DESCRIPTION</b>		
1	VIKING	S54040-R1242T	VIKING PLOW		
1	GEM	0322-19172-22	BUCKET 3.00YD		
1	GEM	0322-19172-21	BUCKET 2.00YD		

\*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

<b>LEASE PAYMENTS</b>				
<b>LEASE TERM START DATE: April 28, 2023</b> <b>LEASE TERM END DATE: April 28, 2028</b>				
<b>The first Lease Payment Due Date is April 28, 2024 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below</b>				
<b>NUMBER OF PAYMENTS</b>	<b>AGGREGATE OF ASSET LEVEL PAYMENTS</b>	<b>SALES/USE TAX</b>	<b>LEASE PAYMENT</b>	<b>DUE DATE</b>
5	\$64,374.36	\$0.00	\$64,374.36	April 28, 2024

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

<b>DOC7001</b>	<b>04/28/2023 07:32 AM</b>	Settlement Nbr: 13885410 Application ID: 13885410	Equipment Type: Construction & Forestry Commercial Version Number: 2	Page 1 of 5
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Revision Date: 27 January 2023




**JOHN DEERE**

## Application For Extended Warranty

### For John Deere Construction, Forestry, And CCE Products

The John Deere equipment Owner identified below ("Owner") hereby applies for Extended Warranty to John Deere\*. (\*In the US: John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098, except for Owners in GA or NY, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, Illinois 61265-8098. In Canada: John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5.) John Deere's obligations under the Extended Warranty for John Deere Construction, Forestry, and CCE Products are backed by the full faith and credit of John Deere. This Application is made in accordance with the terms set forth in this document for the John Deere product identified below. Owner desires the Extended Warranty coverage option(s) checked:

Check One: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Governmental <input type="checkbox"/> Rental <input type="checkbox"/> Forestry or Severe Duty* <input type="checkbox"/> Forestry Extreme Duty**		<b>1. APPLICATION GROUP</b>																																																	
<small>* Severe Duty applications are: Demolition &amp; Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly heavy duty. (36 months/ 6,000 hours maximum coverage)          ** Forestry Extreme Duty applications are: 648, 748, 848 model grapple skidders equipped with regular (NOT Sweda) axles, chains and/or dual tires. (36 months/ 6,000 hours maximum coverage)</small>																																																			
<b>2. COVERAGE TYPE &amp; DURATION</b>																																																			
CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION. EXTENDED WARRANTY IS CALCULATED FROM ORIGINAL DATE OF DELIVERY.*** FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. Note: Months/ hours selected may not exceed maximum specified for the designated application group.																																																			
<input type="checkbox"/> Full Machine  <div style="text-align: center;">           Expiration - First To Occur            (Months or Hours)            Months after first retail purchase***   <table style="margin: auto;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td><input type="checkbox"/> 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> </tr> <tr> <td><input type="checkbox"/> 24 months</td> <td>N/A</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>N/A</td> <td>N/A</td> </tr> </table>           Above are additional months, after expiration of            Corresponding Standard Warranty             You have selected <span style="border: 1px solid black; padding: 2px 10px;"> </span> total months            and <span style="border: 1px solid black; padding: 2px 10px;"> </span> hours         </div>		Std. Warranty	12	24	36	48	60	72	84	<input type="checkbox"/> 12 months	N/A	12	24	36	48	60	72	<input type="checkbox"/> 24 months	N/A	N/A	12	24	36	N/A	N/A	<input checked="" type="checkbox"/> Powertrain Plus Hydraulics or <input type="checkbox"/> Powertrain or                      Expiration - First To Occur <input type="checkbox"/> Engine Only                      (Months or Hours) <div style="text-align: center;">           Months after first retail purchase***   <table style="margin: auto;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td><input type="checkbox"/> 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> </tr> <tr> <td><input type="checkbox"/> 24 months</td> <td>N/A</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>N/A</td> <td>N/A</td> </tr> </table>           Above are additional months, after expiration of            Corresponding Standard Warranty             You have selected <span style="border: 1px solid black; padding: 2px 10px;">36</span> total months            and <span style="border: 1px solid black; padding: 2px 10px;">3000</span> hours         </div>		Std. Warranty	12	24	36	48	60	72	84	<input type="checkbox"/> 12 months	N/A	12	24	36	48	60	72	<input type="checkbox"/> 24 months	N/A	N/A	12	24	36	N/A	N/A
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<small>Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only          24 months Full Machine Standard Warranty for Compact Construction Equipment</small>		<small>Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only          24 months Full Machine Standard Warranty for Compact Construction Equipment</small>																																																	
<small>*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.</small>																																																			
Owner Name <b>Lockport City Vehicle Maintenance</b>		Email Address																																																	
Address (Street, RR) <b>455 South Niagara Street</b>		(City/Town)                      (State/Province)                      (Zip/Postal Code) <b>Lockport                      NY                      14094</b>																																																	
DEALER NUMBER <b>17-9224</b>		Dealer Name                      Address <b>Five Star Equipment, Inc.                      284 Ellicott Road</b> (City/Town)                      (State/Province) <b>West Falls                      NY</b>																																																	
Product Description <b>544 P</b>		Product Description <b>2023 John Deere Wheel Loader</b>																																																	
Model <b>544 P</b>		Hourmeter Reading <b>5</b>																																																	
Product ID No. (Pin) <b>1DW544PAKPLZ16984</b>		Delivery Date																																																	

**IMPORTANT NOTE TO OWNER:** Complete terms of John Deere's Extended Warranty are set forth on this document. Please read both pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH EXTENDED WARRANTY ARE LIMITED AS INDICATED ON BOTH PAGES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Extended Warranty is not insurance.

**OWNER RESPONSIBILITIES:** After the product's Standard Warranty expires, the Owner will be responsible for the first \$200 of repair cost for each repair event covered by Extended Warranty, except for covered repairs to the product's (1) engine or powertrain, or (2) hydraulics (if Extended Powertrain Plus Hydraulics coverage is the only coverage in effect.) Scraper tractor Extended Warranty is limited to the powertrain only with a \$750 deductible for each repair event covered under the Extended Warranty.

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of John Deere's Extended Warranty, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, and (2) the coverage charge is paid.

DocuSigned by:  
**Owner Signature:** *Kristin Schwab*                      **Date:** 5/1/2023  
 The Owner and product                      F4A739B7DEC246                      DocuSigned by:  
**Dealer Signature:** *Olivia Johnson*                      **Date:** 5/1/2023  
**TRANSFER -** The unexpired portion of the complete details.) Complete the section below to request transfer.                      63B4EBD00A2E405... / be transferred with John Deere's approval (See Section H on second page for

Purchaser Application: Forestry or Severe Duty Commercial Governmental Rental Forestry/Extreme Duty		Dealer Number Charged		Purchaser Name                      Address (street, RR) (City/Town)                      (State/Province)                      (Zip/Postal Code)	
Date Machine Sold		Transfer Hourmeter Reading		Date Inspection completed & approved	
Signature of New Buyer X		Date		Dealer Confirmation X                      DS                      Date	

JD-E 17-12 Effective (7/July/2022)

I HAVE RECEIVED BOTH (2) PAGES OF THIS APPLICATION FORM. Owner Initials:

Date: 5/1/2023

**USE OF INFORMATION/PRIVACY NOTICE (U.S.)**

I understand that John Deere Construction & Forestry Company and its parent and their affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their Equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

**TELEMATICS:**

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned Purchaser(s) hereby order(s) the Equipment and/or other product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The Total Cash Price (line 1) shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Agreement.

Purchaser acknowledges the Purchaser has received a copy of the current Standard Warranty, and understands its terms and conditions (Purchaser Initials) DS

Purchaser (First Signer) <u>Lockport City Vehicle Maintenance</u> Purchaser (Second Signer) _____ Dealer Representative <u>Olivia Johnson</u> Salesperson <u>Patrick McMahon</u>	Signature Signature Signature Signature	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">           DocuSigned by:  <i>Kristin Schubring</i>            F4A739B7DEC246C...         </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">           DocuSigned by:  <i>Olivia Johnson</i>            63B4EBD00A2E405...         </div> <div style="border: 1px solid black; padding: 2px;">           DocuSigned by:  <i>[Signature]</i>            573C1744C72B484...         </div>	Date <u>5/1/2023</u> Date _____ Date <u>5/1/2023</u> Date <u>5/1/2023</u>
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>DELIVERY ACKNOWLEDGEMENT</b> </div> Delivered with Operator's Manual On: _____		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Purchaser Signature:</b>  <i>Kristin Schubring</i>            F4A739B7DEC246C...         </div>	



JOHN DEERE

# Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

**PURCHASER/LESSEE ("PURCHASER") NAME AND ADDRESS ("First Signer")**

NAME (First, Middle, Last or Business Entity)

Lockport City Vehicle Maintenance

STREET or RR

455 South Niagara Street

CITY

Lockport

STATE

NY

ZIP CODE

14094

COUNTY

Niagara

PHONE NUMBER

(716)433-1267

EMAIL ADDRESS

**PURCHASER/LESSEE (ALSO "PURCHASER") NAME AND ADDRESS ("Second Signer")**

NAME (First, Middle, Last)

STREET or RR

CITY

STATE

ZIP CODE

COUNTY

PHONE NUMBER

EMAIL ADDRESS

**DEALER NAME AND ADDRESS**

DEALER NAME

Five Star Equipment, Inc.

Dealer Account No.:

17-9224

STREET or RR

284 Ellicott Road

CITY

West Falls

STATE

NY

ZIP CODE

14170

Date of Order:

DEALER ORDER NO:

TRANSACTION TYPE:

LEASE

PURCHASER TYPE:

5 City/Town/Village

MARKET USE CODE:

**Add purchaser to Mailing List** (Check One or More)☒ Construction ☐ CCE ☐ Utility ☐ Forestry ☒ Government

PURCHASER IS:

☒ Business ☐ Individual

Purchaser Acct.:

☐ SOCIAL SECURITY☒ IRS TAX ID NO☐ EIN

NO:

EXTENDED WARRANTY

☒ Yes☐ No

ASSED:

(Purchaser Initials) *KS*

LOCATION OF FIRST WORKING USE:

County Niagara

City Lockport

STATE

NY

COUNTY CODE

063

JOHN DEERE PROTECT™ SERVICE PLAN PURCHASED ☐ Yes ☒ No(Purchaser Initials) *KS*

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2023 John Deere 544 P Wheel Loader	5	1DW544PAKPLZ16984	\$287,283.69
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ 5th and 6th Function Hydraulics			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ GEM 2.00YD MP Bucket		0322-19172-2/1	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ Viking Plow			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ GEM 3.00 YD Grapple Bucket		0322-19172-1/1	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	One(1) Year Full Machine Factory Warranty			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	with An Additional Two(2) Years or 3,000Total			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Machine Hours Extended Powertrain and			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Warranty			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NYS OGS Contract- PC69403			
					Sourcewell Contract- 032119-JDC			
					Sourcewell Member ID: 111215			
<b>(1) TOTAL CASH PRICE</b>								<b>\$287,283.69</b>

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
<b>ACKNOWLEDGMENTS:</b> Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.				<b>(2) TOTAL TRADE-IN ALLOWANCE</b>
				<b>(3) BALANCE (1-2)</b>
				<b>\$287,283.69</b>
				<b>(4) SALES TAX</b> RATE <u>0.00</u> %
				<b>\$0.00</b>
				<b>(5) ADDITIONAL FEES</b>
				<b>\$40.00</b>
				<b>(6) SUBTOTAL (3 &amp; 4 &amp; 5)</b>
				<b>\$287,323.69</b>
				<b>(7) RENTAL APPLIED</b>
				<b>\$0.00</b>
				<b>(8) CASH WITH ORDER</b>
				<b>\$0.00</b>
				<b>(9) BALANCE DUE (6-(7 &amp; 8))</b>
				<b>\$287,323.69</b>

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.



## City of Lockport - Resolution Request Form

Agenda Description: John Deere Loader

Presented By: Daniel Cavallari

Date Submitted: 6/7/2024

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:

Resolution 030922.12 approved a lease to own contract through the NYSOSG Contract PC-69403 for a John Deere Loader. The annual lease payments were to be made in the amount of \$62,804 over 5 years. Due to supply chain issues and delay of equipment delivery, the lease rates increased from the proposal of 3.0416% to 3.84% increasing the annual lease payments to \$64,374.

### Explanation of Attachments:

(1) Resolution (2) Original Quote (3) Updated Quote

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

**Clerk/Legal/Finance Approval:**

### Notes:

Name:

Date of Approval:



## Amortization Schedule

Nominal Annual Rate		3.84%			
Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	April 28, 2024	\$64,374.36	\$11,229.51	\$53,144.85	\$234,178.84
2	April 28, 2025	\$64,374.36	\$9,162.44	\$55,221.92	\$178,956.92
3	April 28, 2026	\$64,374.36	\$6,994.19	\$57,380.17	\$121,576.75
4	April 28, 2027	\$64,374.36	\$4,751.60	\$59,622.76	\$61,953.99
5	April 28, 2028	\$64,374.36	\$2,421.36	\$61,953.00	\$0.99

## TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **TO THE EXTENT FUNDS HAVE BEEN APPROPRIATED, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.
- Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply. Lessee has not, during the last 5 years, terminated a lease or transaction similar to this Agreement as a result of a non-appropriation, failure to renew, or for any other reason.
- Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
- Ownership; Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) update or correct errors in this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.
- Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not modify the Equipment (including software), install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) remove any non-financed accessory or device which is not otherwise prohibited under subsection (d) above before lease expiration or earlier termination, without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

04/28/2023 07:32 AM

Settlement Nbr: 13885410  
Application ID: 13885410Equipment Type: Construction & Forestry Commercial  
Version Number: 2

Page 2 of 5

Revision Date: 27 January 2023





6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own. Subject to the terms above and so long as no monetary Event of Default exists under the terms of this Lease, Lessee shall have the right to self-insure the risks that would otherwise be covered by commercial insurance required to be maintained by Lessee by the terms above. If Lessee desires to exercise its right to self-insure, Lessee shall so notify Lessor and Lessee shall thereupon assume the risks of and shall pay from its assets the costs, expenses, damages, claims, losses, and liabilities relating to injury or death to persons or damage to property, if and to the same extent that a third party insurance company would have paid those amounts if the insurance company were insuring those risks under the policy described above.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Return of Equipment.** If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and if you are in default of subsection (d) of Section 5 above the Termination Value as of the date of such default; (i) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. **Claims.** As between you and us, and to the extent permitted under applicable law, you are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to not bring any action for Claims against us except to the extent caused by our sole negligence, although you reserve the right to bring claims, to the extent applicable, against the manufacturer of the Equipment. You will promptly notify us of all Claims made.

13. **Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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Settlement Nbr: 13885410  
Application ID: 13885410

Equipment Type: Construction & Forestry Commercial  
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person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and for each fiscal period during the Lease Term, take all necessary action to submit for budget approval any funds required to fulfill your Lease obligations for such period; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the Uniform Commercial Code.

**15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

**16. Governing Law: Jurisdiction Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. TO THE EXTENT PERMITTED BY LAW, YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**

17. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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Settlement Nbr: 13885410  
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THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.**

CITY OF LOCKPORT

5/1/2023

(Date Signed)

By:

DocuSigned by:  
*Kristin M. Schubrig*

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KRISTIN M. SCHUBRIG, PRINCIPAL ACCOUNT CLERK

Accepted By: **Deere Credit, Inc. (Lessor)**

6400 NW 86th Street, Johnston, IA 50131-6600

By:

(Date Agreement Signed)

(Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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Settlement Nbr: 13885410  
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# JOHN DEERE FINANCIAL

## Automatic Payment Enrollment

☐ I accept Autopay enrollment at this time.

☒ I decline Autopay enrollment at this time.

### Bank Account Information

Name of Person or Entity on Bank Account: \_\_\_\_\_

Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Enrollment Confirmation Email Address: \_\_\_\_\_

**Examples:** (a voided check is not required)

#### Personal Check

FOR	000000186	000000529	1936
Routing Number	Account Number		

#### Business Check

MEMO	AUTHORIZED SIGNATURE		
001000	0372213986	1234123412	
Routing Number	Account Number		

John Deere Financial Account Number / App ID #	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
13885410	CITY OF LOCKPORT	716-439-6620	04/28/2024

### JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

**I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.**

Bank Account Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Bank Account Owner Phone Number \_\_\_\_\_





**JOHN DEERE  
FINANCIAL**

## Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

### Seller

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

### Purchaser

Name: CITY OF LOCKPORT

Address: 455 S NIAGARA ST, LOCKPORT, NY 14094-1909

ID Number (If Applicable):

Exemption Number (if applicable): 16-6002547

### Description of Item Being Purchased

Quantity	Year	Manufacturer	Equipment Description
1	2023	JOHN DEERE	544 P WHEEL LOADER
INCLUDED WITH PRODUCT ID NO. 1DW544PAKPLZ16984			
Quantity	Manufacturer	Part Number	EQUIPMENT DESCRIPTION
1	VIKING	S54040-R1242T	VIKING PLOW
1	GEM	0322-19172-22	BUCKET 3.00YD
1	GEM	0322-19172-21	BUCKET 2.00YD

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By:   
99E65F5EE2344FB...

Title: Principal Account Clerk, AP

Date: 5/1/2023

Telephone Number: 716-439-6620



**JOHN DEERE**  
**FINANCIAL****Delivery and Acknowledgment**

<b>LESSEE:</b>	CITY OF LOCKPORT 455 S NIAGARA ST, LOCKPORT, NY 14094-1909
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

CITY OF LOCKPORT

5/1/2023

(Date Signed)

By:

DocuSigned by:  
*Kristin M. Schubrig*

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KRISTIN M. SCHUBRIG, PRINCIPAL ACCOUNT CLERK



**JOHN DEERE  
FINANCIAL****Physical Damage/Liability Insurance**

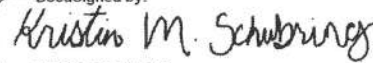
<b>LESSEE:</b>	CITY OF LOCKPORT 455 S NIAGARA ST, LOCKPORT, NY 14094-1909	
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
<b>LIABILITY INSURANCE</b> on the Lease Purchase Agreement will be provided by the following insurance agency:		
Name of Agency:	THE EVANS AGENCY, LLC	Phone Number of Agency: 716-549-2000
Mailing Address of Agency:	6460 MAIN STREET STE 200, WILLIAMSVILLE, NY 14221	Fax Number of Agency:
<b>PHYSICAL DAMAGE INSURANCE</b> on the Lease Purchase Agreement will be provided by the following agency:		
Name of Agency:	THE EVANS AGENCY, LLC	Phone Number of Agency: 716-549-2000
Mailing Address of Agency:	6460 MAIN STREET STE 200, WILLIAMSVILLE, NY 14221	Fax Number of Agency:
If an insurance certificate is available, in place of the above information, it should be provided to:		
<p align="center"><b>ADDITIONAL INSURED and LOSS PAYEE:</b>  Deere Credit, Inc.  Its Successors &amp;/or Assigns  6400 NW 86<sup>th</sup> St  Johnston, IA 50131</p>		
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Purchase Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of the Lease Purchase Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.		
<b>NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.</b>		

CITY OF LOCKPORT

5/1/2023

(Date Signed)

By:

DocuSigned by:  


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KRISTIN M. SCHUBRIG, PRINCIPAL ACCOUNT CLERK

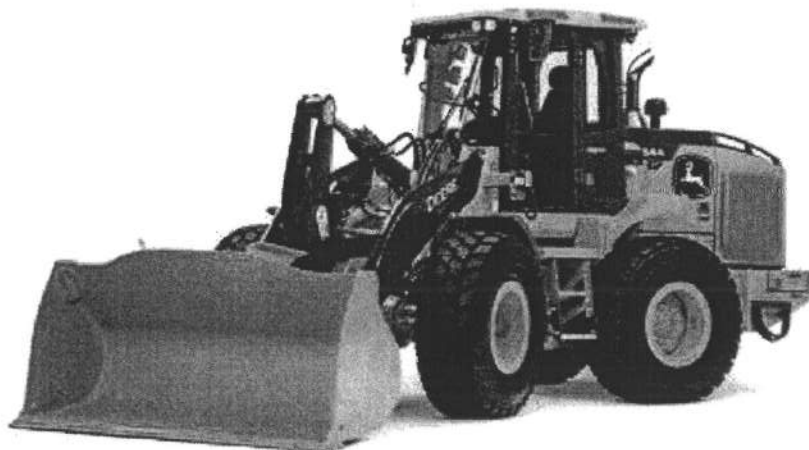




Quote Id: 25969924

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Prepared For:  
**LOCKPORT CITY VEHICLE MAINTENANCE**



Prepared By: **PATRICK MCMAHON**

Five Star Equipment, Inc.  
284 Ellicott Road  
West Falls, NY 14170

Tel: 716-662-2191

Fax: 716-662-1038

Email: [pmcmahon@fivestarequipment.com](mailto:pmcmahon@fivestarequipment.com)

Date: 25 January 2022

Offer Expires: 24 February 2022

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*Confidential*



Quote Id: 25969924

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25 January 2022

LOCKPORT CITY VEHICLE MAINTENANCE  
455 S NIAGARA ST  
LOCKPORT, NY 14094

Estimated delivery date:

FOB:

\*\*Quote is subject to machine availability and managers approval.

PATRICK MCMAHON  
716-662-2191  
Five Star Equipment, Inc.



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**Quote Summary****Prepared For:**

LOCKPORT CITY VEHICLE MAINTENANCE  
455 S NIAGARA ST  
LOCKPORT, NY 14094  
Business: 716-433-1267

**Prepared By:**

PATRICK MCMAHON  
Five Star Equipment, Inc.  
284 Ellicott Road  
West Falls, NY 14170  
Phone: 716-662-2191  
pmcmahon@fivestarequipment.com

**Quote Id:** 25969924  
**Created On:** 25 January 2022  
**Last Modified On:** 22 February 2022  
**Expiration Date:** 24 February 2022

---

**Equipment Summary**

	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2022 JOHN DEERE 544 P WHEEL LOADER ~ NYS OGS Contract- PC69403; Sourcewell Cooperative Contract- 032119-JDC	\$ 287,283.69 X	1 =	\$ 287,283.69
John Deere Extended Warranty- Powertrain and Hydraulic, 3000Total Hours or 36Total Months, \$ 0.00 Deductible	\$ 0.00 X	1 =	\$ 0.00

---

**Equipment Total****\$ 287,283.69**

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**Quote Summary**

Equipment Total	\$ 287,283.69
Doc Fee	\$ 0.00
UCC Filing Fee	\$ 0.00
SubTotal	\$ 287,283.69
Total	\$ 287,283.69
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 287,283.69</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment



Quote Id: 25969924

Customer: LOCKPORT CITY VEHICLE MAINTENANCE

## 2022 JOHN DEERE 544 P WHEEL LOADER ~ NYS OGS Contract- PC69403; Sourcewell Cooperative Contract- 032119-JDC

Hours:

Stock Number:

				Selling Price
				\$ 287,283.69
Code	Description	Qty	Unit	Extended
6030DW	544 P WHEEL LOADER	1	\$ 235,004.00	\$ 235,004.00
<b>Standard Options - Per Unit</b>				
170K	JDLINK™	1	\$ 0.00	\$ 0.00
0924	John Deere PowerTech Engine	1	\$ 19,591.00	\$ 19,591.00
1010	Standard Wheel Loader	1	\$ 0.00	\$ 0.00
1120	5-Speed Powershift Transmission with Lock-up Torque Converter	1	\$ 0.00	\$ 0.00
1217	140 amp Alternator	1	\$ 347.00	\$ 347.00
1310	Flat Black Curved Stack	1	\$ 0.00	\$ 0.00
1410	Standard Engine Air Intake System	1	\$ 0.00	\$ 0.00
1510	Standard Hydraulic Fan	1	\$ 0.00	\$ 0.00
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1	\$ 0.00	\$ 0.00
1905	Standard Cab	1	\$ 0.00	\$ 0.00
1940	7 inch Monitor	1	\$ 0.00	\$ 0.00
1970	Hydrau Hydraulic Fluid	1	\$ 0.00	\$ 0.00
2010	Standard Z-BAR	1	\$ 0.00	\$ 0.00
2120	Steering Wheel Only	1	\$ 0.00	\$ 0.00
2220	Deluxe Seat, Cloth with Air Suspension	1	\$ 0.00	\$ 0.00
2360	Joystick Controls	1	\$ 0.00	\$ 0.00
2404	Four Function Hydraulics	1	\$ 4,231.00	\$ 4,231.00
2510	Ride Control	1	\$ 4,015.00	\$ 4,015.00
2605	English Decals and Manuals	1	\$ 0.00	\$ 0.00
2730	30 Amp Converter	1	\$ 265.00	\$ 265.00
2870	No Payload Scale with Cycle Counter	1	\$ 119.00	\$ 119.00
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1	\$ 0.00	\$ 0.00
3120	Manual Axle Differential Lock	1	\$ 0.00	\$ 0.00
4934	No Brand Preference	1	\$ 13,138.00	\$ 13,138.00
5550	Full Width Front and Rear Fenders	1	\$ 2,310.00	\$ 2,310.00
5610	Left Side Steps Only	1	\$ 0.00	\$ 0.00
5840	No Fork Frame	1	\$ 0.00	\$ 0.00
5940	No Tines	1	\$ 0.00	\$ 0.00
7140	Premium LED Work and Drive Lights	1	\$ 1,449.00	\$ 1,449.00
8220	Rear Hitch and Counterweight	1	\$ 0.00	\$ 0.00
8240	Rear Camera	1	\$ 0.00	\$ 0.00

# Selling Equipment


**Quote Id:** 25969924

**Customer:** LOCKPORT CITY VEHICLE MAINTENANCE

8275	LED Strobe Beacon with Left Beacon Bracket	1	\$ 275.00	\$ 275.00
8320	Heated Exterior Mirrors	1	\$ 424.00	\$ 424.00
8360	Standard Radio	1	\$ 576.00	\$ 576.00
8450	Cab with Air A/C Charge	1	\$ 0.00	\$ 0.00
8560	Hydraulic Coupler - JRB 416 Pattern	1	\$ 5,794.00	\$ 5,794.00
8890	No Bucket Edge or Teeth	1	\$ 0.00	\$ 0.00
8960	No Bucket	1	\$ 0.00	\$ 0.00
9015	Engine Block Heater	1	\$ 243.00	\$ 243.00
9043	Environmental Drains and Sampling Ports	1	\$ 410.00	\$ 410.00
9240	Engine Compartment Light	1	\$ 180.00	\$ 180.00
9410	Transmission and Bottom Guards	1	\$ 2,034.00	\$ 2,034.00
9520	License Plate Bracket	1	\$ 177.00	\$ 177.00
9709	20.5R25 1 STAR L3 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 55,578.00</b>
<b>Dealer Attachments</b>				
BYT11235	5th and 6th Function Hydraulics w/ Installation	2	\$ 9,612.19	\$ 19,224.38
	GEM 2.00YD MP Bucket w/ BOE & Set Up	1	\$ 16,959.66	\$ 16,959.66
	Viking Plow w/ Factory Installation in Harrisville NY	1	\$ 50,492.50	\$ 50,492.50
	GEM 3.00 YD Grapple Bucket	1	\$ 25,653.26	\$ 25,653.26
<b>Dealer Attachments Total</b>				<b>\$ 112,329.80</b>
<b>Service Agreements</b>				
	John Deere Extended Warranty -	1	\$ 0.00	\$ 0.00
<b>Service Agreements Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 5,900.00	\$ 5,900.00
	Setup	1	\$ 2,200.00	\$ 2,200.00
	Five Star Additional Discount	1	\$ -8,874.91	\$ -8,874.91
	40% Sourcewell Discount off List	1	\$ -114,853.20	\$ -114,853.20
<b>Other Charges Total</b>				<b>\$ -115,628.11</b>
<b>Suggested Price</b>				<b>\$ 287,283.69</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>				<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ 287,283.69</b>



## Extended Warranty Proposal

2022 JOHN DEERE 544 P WHEEL LOADER ~ NYS OGS Contract- PC69403;

Sourcewell Cooperative Contract- 032119-JDC

Date : February 22, 2022

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Governmental	Deductible	\$ 0.00
Equipment Type	544PAT	Coverage	Powertrain and Hydraulic	List	\$ 0.00
Model	544PAT	Total Months	36		
Country		Total Hours	3000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is not a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

### What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

### What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

### Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



**JOHN DEERE**  
**FINANCIAL**

## Finance Options

Valid through February 24, 2022  
Created On January 25, 2022

### **New 2022 JOHN DEERE 544 P WHEEL LOADER ~ NYS OGS Contract- PC69403; Sourcewell Cooperative Contract- 032119-JDC**

Selling Price	\$ 287,283.69
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 287,283.69
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	---
Total Lease Amount	\$ 287,283.69
Purchase Option	---

## Lease Offer

Term in Months	<b>60</b>
Annual Hrs	<b>0</b>
Cost/Hour	<b>\$ 0.00</b>

**\$ 62,804.22**  
**Annual**

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.





**JOHN DEERE**  
**FINANCIAL**

***FinanceOffer : 1***  
***John Deere Financial Lease Quote***

**2022 JOHN DEERE 544 P WHEEL LOADER ~ NYS OGS Contract- PC69403; Sourcewell  
Cooperative Contract- 032119-JDC**

**Lease Quote Payment Schedule\***

Payment Type	Date Range	Payment Amount
Payment:	02/22/2022	0.00
Payment:	02/22/2023	62,804.22
Payment:	02/22/2024	62,804.22
Payment:	02/22/2025	62,804.22
Payment:	02/22/2026	62,804.22
Payment:	02/22/2027	62,804.22
Purchase Option:	02/22/2027	0.00
Total:	02/22/2027	\$ 314,021.10



**JOHN DEERE**  
**FINANCIAL**

## Finance Options

Valid through February 24, 2022  
Created On January 25, 2022

### **New 2022 JOHN DEERE 544 P WHEEL LOADER ~ NYS OGS Contract- PC69403; Sourcewell Cooperative Contract- 032119- JDC**

	<b>Lease</b>
Term in Months	60
Annual Hrs for Term	0
Cost/Hour	\$ 0.00
Payment	<b>\$ 62,804.22</b> Annual
Selling Price	\$ 287,283.69
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 287,283.69
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	---
<b>Total Lease Amount</b>	<b>\$ 287,283.69</b>
Purchase Option	---
<b>Total Payments</b>	<b>\$ 314,021.10</b>

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



## **Day in and day out, John Deere is behind you.**

At John Deere Financial, we're focused on listening to you and understanding what is most important to you. We respect that you prefer working with a company you can count on to meet your changing needs, and who provides easy access to flexible financing throughout the good and tough times. We don't just provide construction equipment financing; we build long-term relationships through trust.

We're dedicated to delivering superior value while providing you with the construction equipment you need and the financing solutions you appreciate. So, whether you need a lease or installment loan to acquire construction equipment you can count on John Deere to deliver. You'll also find our financing programs easy to understand, convenient, and customizable to your particular situation.

## **Parts, Service and Rental Financing**

### **Put it on PowerPlan™**

We're dedicated to providing you with flexible financing options that fit your bottom line, and with a PowerPlan account, you'll have more flexibility than ever before!

PowerPlan is a commercial line of credit that gives you instant purchasing power for parts, service, equipment rental, and more. With a PowerPlan account, you can pay your balance in full each month, without any interest charges. You can also choose to make convenient monthly payments at a competitive interest rate when you need to conserve cash flow.

PowerPlan is a great, flexible way to minimize downtime and improve your cash flow. And, it's just one of the many ways we are dedicated to you and your success.

MAR 04 2024

## City of Lockport

CITY CLERK'S OFFICE

Building Inspection  
439-6754

1 Locks Plaza  
Lockport, NY 14094

City Clerk  
439-6776

**Special Use Permits**

A Special Use is a use which because of its unique characteristics requires individual consideration and approval in each case by the Common Council and the Planning Board, before it may be permitted in the district enumerated in the Zoning Ordinance.

The requirements to obtain a Special Use Permit are as follows:

- Public health and safety be protected
- Will not decrease value of surrounding properties, no change in the character of neighborhood.
- Use is compatible with adjoining development
- Adequate landscaping and screening provided
- Adequate parking is provided with no appreciable change in traffic
- No excessive noise or outside storage of materials.

A Planning Board application can be obtained from the Building Inspection Department. There is a \$100, non-refundable application fee and a yearly renewal fee of \$50. You will need to provide Building Inspection with 10 copies of your application and supporting documents, the application fee and this paper with the back filled out.

**Revocable Permits**

A revocable permit is a permit issued by the City when a property owner wants to place an item in or utilize the City Right of Way. Examples of this would include but not be limited to fences, signs and awnings. To apply please fill out the back of this sheet and return it to the City Clerk's Office. You will be required to provide an insurance certificate to the Clerk's Office showing that the City is additionally insured on the policy. There is a \$\_\_\_\_\_ application fee. There is no renewal fee.

Should you have any questions please feel free to contact Building Inspection or the Clerk's Office.

☒ Special Use Permit

☐ Revocable Permit

Name: Joshua Brege

Phone: 716-431-2834

Address: 291 Prospect Street, Lockport, New York 14094

Email: asapropertymaintenance12@gmail.com

Property Address: 291 Prospect Street, Lockport, NY 14094

Existing Zoning: R-2

Description of proposed action: Request for a special use permit to harbor 10 chickens on the property.

Please do not write below this line (office use only) \_\_\_\_\_

**Building Inspection**

Planning Board App. Received: 3/4/2024

Planning Board Meeting Date: 4/1/2024

**Corporation Counsel**

Approval: \_\_\_\_\_

**City Clerk**

Call for Public Hearing: 5/22/2024

Public Hearing: 6/12/2024

**Common Council**

Sponsor of Resolution: \_\_\_\_\_

APPLICATION:      APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

**CITY OF LOCKPORT  
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: House 291 Prospect PHONE: \_\_\_\_\_

NAME OF APPLICANT: Joshua Bregg PHONE (716) 431-2834

EMAIL ADDRESS: Asapropertymaintenance12@gmail.com

ADDRESS OR LOCATION OF PROPOSAL: 291 Prospect St Lockport

SIZE OF PARCEL OR STRUCTURE: \_\_\_\_\_

EXISTING ZONING: R2

**PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:**

Site Plan Review \_\_\_\_\_ Special Use Permit ☒ Home Occupation \_\_\_\_\_

Alteration to existing building \_\_\_\_\_ Rezoning \_\_\_\_\_ Other \_\_\_\_\_

**PROPOSED REQUEST**

Requesting a special permit to Allow 10 Chickens  
to be only @ the property of 291 Prospect St.  
In Back yard

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: ( ) Type I, ( ) Type II, ( ) Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: ( ) yes, ( ) no; a copy of this determination is attached ( ) yes, ( ) no.

PROPERTY OWNER'S SIGNATURE \_\_\_\_\_

APPLICANT'S SIGNATURE \_\_\_\_\_

**PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT  
AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.**

**Fees:**

Site Plan review- \$25

Special Use Permit- \$100 application, \$50 yearly renewal

Home Occupation- \$100 application, \$50 yearly renewal

Alteration to existing building- \$25

Rezoning- \$100 or \$50 per half acre (whichever is greater)

Subdivision request- \$200



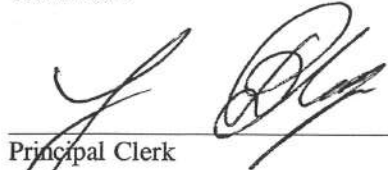
STATE OF NEW YORK  
NIAGARA COUNTY, } SS, \_\_\_\_\_

Jackie Bilogan, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

LOCKPORT UNION-SUN & JOURNAL

A newspaper published in the County and State aforesaid,  
and that the annexed printed legal # 333791  
was printed and published in said paper on the following dates:

05/25/2024

  
Principal Clerk

Subscribed and sworn to before me this  
5-27-24

  
Teresa L. McCarthy

02/26/2026

Notary Public

Expiration Date

TERESA L. MCCARTHY  
Notary Public - State of New York  
No. 01MC4962698  
Qualified in Niagara County  
My Comm. Expires Feb. 26, 2026

RECEIVED

MAY 31 2024

CITY CLERK OFFICE

CITY OF LOCKPORT  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held at the Common Council meeting Wednesday June 12, 2024, beginning at approximately 6:00 P.M. relative to a Special Use Permit request to harbor chickens on the property at 291 Prospect Street, Lockport, NY 14094.

The public has the right to submit written or oral questions and/or comments relative to the Special Use Permit at this time. Send to: City Clerk, One Locks Plaza, Lockport, NY 14094, or email to: city-clerk@lockportny.gov. Written submissions must be received by 3pm on Wednesday, June 12th.

The meeting can also be accessed on LCTV channel 1303, radio 90.9 FM, and live streaming at lctv.net.

By order of the Common Council.

Sarah K. Lanzo

City Clerk

LE#333791

5/25/2024

## City of Lockport - Resolution Request Form

Agenda Description: **Budget Amendment for NYSDOT Funding**

Presented By: **Clayton Dimmick**

Date Submitted: **6/18/2024**

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 5/30/2024 for the City's FY 2024 budget. This resolution will add funds into the FY 2024 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: **Daniel Cavallari**

Date of Approval: **6/18/2024**

**WHEREAS** the NYSDOT has awarded the City of Lockport with program funding for CHIPS, PAVE NY, EWR, STR and POP for State Fiscal Year 2024-25 in the amount of \$ 2,416,954.37, now, therefore, be it

**RESOLVED** that the fiscal year 2024 Capital Fund budgets be amended to add the apportioned balances as follows:

Increase Revenue:

H082.5112.33501	Consolidated Highway Aid	\$1,243,936.79
H208.5112.33501	Consolidated Highway Aid	<u>\$1,173,017.58</u>
		\$2,416,954.37

Increase Appropriations:

H082.5112.52450	Infrastructure – Roads	\$1,243,936.79
H208.5112.52450	Infrastructure – Roads	<u>\$1,173,017.58</u>
		\$2,416,954.37



# Department of Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

April 30, 2024

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

eng. Dept.  
5-30-2024

Dear Mr. Hoffman:

The 2024-25 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 2024-25 CHIPS, PAVE-NY, EWR and POP reimbursements are scheduled to be made on June 26, 2024. Requests for the June payments must be for expenditures made on or after December 26, 2022 through May 17, 2024. Refer to the Program Guidelines on the CHIPS website ([www.dot.ny.gov/programs/chips](http://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	24-25 Apportionment Balance	Cumulative Rollover Balance
CHIPS	\$1,155,756.68	\$784,636.98	\$371,119.70
PAVE NY	\$195,982.71	\$195,910.21	\$72.50
EWR	\$133,805.75	\$132,782.79	\$1,022.96
STR	\$3,186,214.64	\$1,173,017.58	\$2,013,197.06
POP	\$130,963.38	\$130,606.81	\$356.57

The instructions for applying for the June 26, 2024 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 **May 23, 2024**. 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](mailto:dot.sm.r05.CHIPS@dot.ny.gov)

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

Respectfully yours,

Matthew T. Haas  
Director, Office of Integrated Modal Services

## **INSTRUCTIONS FOR APPLYING FOR REIMBURSEMENT**

Each program payment submission should include a Documentation Checklist (found on the CHIPS website, under Forms and Instructions), summary reports of Checklist information, ADA compliant curb ramp photos (if applicable), invoices, and proof of payment. **Failure to submit the required supporting documentation for each program payment submission may delay the processing of your reimbursement requests.**

### **APPLYING FOR CHIPS/PAVE-NY/EWR/POP CAPITAL PAYMENT FUNDS REMAINING FROM PREVIOUS STATE FISCAL YEARS (ROLLOVER FUNDS) AND/OR CURRENT STATE FISCAL YEAR CAPITAL FUNDS**

**WHAT ARE ROLLOVER FUNDS?** "Rollover" funds are a municipality's unreimbursed CHIPS/PAVE-NY/EWR/POP Capital funds from one or more previous State Fiscal Year (SFY) apportionments.

**HOW DO YOU KNOW IF YOU HAVE ROLLOVER FUNDS AVAILABLE?** For municipalities with rollover funds remaining, the total cumulative rollover amount available is stated in the letter on the reverse of these instructions.

#### **RULES FOR REIMBURSEMENT OF ROLLOVER FUNDS:**

- A. There is an 18-month look back cut-off date for this payment. This means that **expenditures incurred prior to the date indicated in the letter would not be eligible for reimbursement**, even if a municipality has rollover balances from an earlier CHIPS/PAVE-NY/EWR/POP apportionment.
- B. Eligible expenditures made for CHIPS/PAVE-NY/EWR/POP Capital projects between the dates noted in the letter will be eligible for reimbursement from the CHIPS/PAVE-NY/EWR/POP Capital rollover fund balances before any payment can be made from the current CHIPS/PAVE-NY/EWR/POP Capital apportionment.

#### **SHOWING THE USE OF ROLLOVER FUNDS AND CURRENT STATE FISCAL YEAR FUNDS ON THE REIMBURSEMENT REQUEST FORMS FOR THE CURRENT CHIPS (CP73) /PAVE-NY (CP75) /EWR (CP74) /POP (CP75) CAPITAL PAYMENT**

**Requestors can enter expenditure dates that cross state fiscal years on the CHIPS/PAVE-NY/EWR/POP form(s).**

1. The beginning expenditure date entered for this payment should be the 18-month look back cut-off date referenced in the letter; expenditures incurred prior to this date would **not** be eligible for reimbursement.
2. The ending expenditure date entered for this payment should be the ending expenditure date referenced in the letter.

**NOTE: THE CERTIFICATION SIGNATURE DATE ENTERED ON THE CP73/CP74/CP75(s) MUST FALL WITHIN OR AFTER THE EXPENDITURE DATES WHICH WERE ENTERED ON SUCH FORMS BUT SHOULD NOT OCCUR AFTER THE SCHEDULED PAYMENT DATE FOR THIS PAYMENT CYCLE.**

## Budget Performance Report

Life-to-Date to 12/31/24

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	<b>H082 - Active, Highway Maint. Program</b>								
	REVENUE								
	Department <b>5112 - Highway Perm Improvement</b>								
33501	Consolidated Highway Aid	.00	5,887,208.99	5,887,208.99	.00	.00	5,530,770.14	356,438.85	94
	Department <b>5112 - Highway Perm Improvement Totals</b>	\$0.00	\$5,887,208.99	\$5,887,208.99	\$0.00	\$0.00	\$5,530,770.14	\$356,438.85	94%
	REVENUE TOTALS	\$0.00	\$5,887,208.99	\$5,887,208.99	\$0.00	\$0.00	\$5,530,770.14	\$356,438.85	94%
	EXPENSE								
	Department <b>5112 - Highway Perm Improvement</b>								
52450	Infrastructure-Roads	.00	5,887,208.99	5,887,208.99	.00	62,804.22	5,582,800.25	241,604.52	96
	Department <b>5112 - Highway Perm Improvement Totals</b>	\$0.00	\$5,887,208.99	\$5,887,208.99	\$0.00	\$62,804.22	\$5,582,800.25	\$241,604.52	96%
	EXPENSE TOTALS	\$0.00	\$5,887,208.99	\$5,887,208.99	\$0.00	\$62,804.22	\$5,582,800.25	\$241,604.52	96%
	Fund <b>H082 - Active, Highway Maint. Program Totals</b>								
	REVENUE TOTALS	.00	5,887,208.99	5,887,208.99	.00	.00	5,530,770.14	356,438.85	94%
	EXPENSE TOTALS	.00	5,887,208.99	5,887,208.99	.00	62,804.22	5,582,800.25	241,604.52	96%
	Fund <b>H082 - Active, Highway Maint. Program Totals</b>	\$0.00	\$0.00	\$0.00	\$0.00	(\$62,804.22)	(\$52,030.11)	\$114,834.33	
Fund	<b>H208 - Active, Touring Routes</b>								
	REVENUE								
	Department <b>5112 - Highway Perm Improvement</b>								
33501	Consolidated Highway Aid	.00	2,848,756.98	2,848,756.98	.00	.00	897,039.42	1,951,717.56	31
	Department <b>5112 - Highway Perm Improvement Totals</b>	\$0.00	\$2,848,756.98	\$2,848,756.98	\$0.00	\$0.00	\$897,039.42	\$1,951,717.56	31%
	REVENUE TOTALS	\$0.00	\$2,848,756.98	\$2,848,756.98	\$0.00	\$0.00	\$897,039.42	\$1,951,717.56	31%
	EXPENSE								
	Department <b>5112 - Highway Perm Improvement</b>								
52450	Infrastructure-Roads	.00	2,848,756.98	2,848,756.98	.00	105,796.14	897,039.42	1,845,921.42	35
	Department <b>5112 - Highway Perm Improvement Totals</b>	\$0.00	\$2,848,756.98	\$2,848,756.98	\$0.00	\$105,796.14	\$897,039.42	\$1,845,921.42	35%
	EXPENSE TOTALS	\$0.00	\$2,848,756.98	\$2,848,756.98	\$0.00	\$105,796.14	\$897,039.42	\$1,845,921.42	35%
	Fund <b>H208 - Active, Touring Routes Totals</b>								
	REVENUE TOTALS	.00	2,848,756.98	2,848,756.98	.00	.00	897,039.42	1,951,717.56	31%
	EXPENSE TOTALS	.00	2,848,756.98	2,848,756.98	.00	105,796.14	897,039.42	1,845,921.42	35%
	Fund <b>H208 - Active, Touring Routes Totals</b>	\$0.00	\$0.00	\$0.00	\$0.00	(\$105,796.14)	\$0.00	\$105,796.14	
	Grand Totals								
	REVENUE TOTALS	.00	8,735,965.97	8,735,965.97	.00	.00	6,427,809.56	2,308,156.41	74%
	EXPENSE TOTALS	.00	8,735,965.97	8,735,965.97	.00	168,600.36	6,479,839.67	2,087,525.94	76%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$168,600.36)	(\$52,030.11)	\$220,630.47	

## Deputy City Clerk

---

**From:** cityclerk@lockportny.gov  
**Sent:** Tuesday, June 18, 2024 2:03 PM  
**To:** Emily Stoddard  
**Subject:** FW: [EXTERNAL] Re: Block Party

**Resolved** that pursuant to their request, permission is hereby granted to the residents of Bridlewood Drive, to barricade said street at Transit Road and Bridlewood Drive on Sunday, July 28, 2024 from 11 am - 6 pm 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, to the area prior to said event.

---

**From:** Demetrius Grant <d\_grant1991@yahoo.com>  
**Sent:** Tuesday, June 18, 2024 1:54 PM  
**To:** cityclerk@lockportny.gov  
**Subject:** [EXTERNAL] Re: Block Party

Hi Sarah nice talking to as well, please see the below Information if you have more questions please let me know.

Block party

Date: July 28, 2024

Time: 12pm-4pm (TBD)

Location: Block off at 102 Bridlewood Dr.

Contact person: Demetrius Grant

Contact Number: 716.201.9523



## City of Lockport - Resolution Request Form

**Agenda Description:** Authorize Purchase from Parks Revitalization Fund

**Presented By:** Grounds and Parks

**Date Submitted:** 6/18/2024

**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 is to authorize the purchase of 10 metal trash bins and 20 metal trash bin lids for the public parks, replacing plastic totes in bad conditions.

Funding will come from the Parks Revitalization fund, which has \$36k remaining.

**Explanation of Attachments:**

(1)Quote (2) Email explaining difficulty gathering quotes (3) H206 Budget Report

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:** Daniel Cavallari

**Date of Approval:** 6/18/2024

## Budget Performance Report

Life-to-Date to 06/18/24

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 <b>H206 - Active, FY 2021 Parks Revital.</b>									
REVENUE									
Department <b>7110 - Parks</b>									
<b>32801</b>	<b>Interfund Revenue</b>								
32801.A	Interfund Revenue From General Fund	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100
	<b>32801 - Interfund Revenue Totals</b>	<b>\$0.00</b>	<b>\$275,000.00</b>	<b>\$275,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$275,000.00</b>	<b>\$0.00</b>	<b>100%</b>
	Department <b>7110 - Parks Totals</b>	<b>\$0.00</b>	<b>\$275,000.00</b>	<b>\$275,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$275,000.00</b>	<b>\$0.00</b>	<b>100%</b>
	REVENUE TOTALS	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$275,000.00	\$0.00	100%
EXPENSE									
Department <b>7110 - Parks</b>									
52490	Capital Improvements - Expense	.00	264,452.00	264,452.00	.00	12,073.50	215,648.02	36,730.48	86
<b>59000</b>	<b>Interfund Transfer To</b>								
59000.A	Interfund Transfer To General	.00	10,548.00	10,548.00	.00	.00	10,548.00	.00	100
	<b>59000 - Interfund Transfer To Totals</b>	<b>\$0.00</b>	<b>\$10,548.00</b>	<b>\$10,548.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,548.00</b>	<b>\$0.00</b>	<b>100%</b>
	Department <b>7110 - Parks Totals</b>	<b>\$0.00</b>	<b>\$275,000.00</b>	<b>\$275,000.00</b>	<b>\$0.00</b>	<b>\$12,073.50</b>	<b>\$226,196.02</b>	<b>\$36,730.48</b>	<b>87%</b>
	EXPENSE TOTALS	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$12,073.50	\$226,196.02	\$36,730.48	87%
Fund <b>H206 - Active, FY 2021 Parks Revital. Totals</b>									
	REVENUE TOTALS	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100%
	EXPENSE TOTALS	.00	275,000.00	275,000.00	.00	12,073.50	226,196.02	36,730.48	87%
Fund <b>H206 - Active, FY 2021 Parks Revital. Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$12,073.50)</b>	<b>\$48,803.98</b>	<b>(\$36,730.48)</b>	
Grand Totals									
	REVENUE TOTALS	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100%
	EXPENSE TOTALS	.00	275,000.00	275,000.00	.00	12,073.50	226,196.02	36,730.48	87%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$12,073.50)	\$48,803.98	(\$36,730.48)	

**Tim Russo**

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**From:** Tim Russo <trusso@lockportny.gov>  
**Sent:** Friday, November 17, 2023 5:52 AM  
**To:** 'Chris Landry'  
**Subject:** RE: [EXTERNAL] RE: City of Lockport

Good morning,

Please send me the quote and I will get a resolution done to use H205 Parks Revitalization fund.

Thanks~!



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

**From:** Chris Landry <clandry@lockportny.gov>  
**Sent:** Thursday, November 16, 2023 9:32 AM  
**To:** trusso@lockportny.gov  
**Subject:** Fwd: [EXTERNAL] RE: City of Lockport

I got this quote from a metal shop guy to make these trash receptacles for the parks. I'm looking to start to put these in all the parks over the next few years. It was very hard for me to find a company to do these only because we can't afford to buy like 50 or 60 all at once so the other 3 companies I asked for a quote wouldn't even give me one because they can't stop to just make like 10 a year it's not worth it for them to do. Trying to keep it local and be able to get like 10 a year until we have all the parks done. Can I have Carol do a PO for this without getting 2 more quotes? I went over this with Clayton and he wants to use the H2O funds to do this. Thanks Tim let me know

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**From:** Justin Reynolds <jreynolds@integritymachinefab.com>  
**Sent:** Thursday, November 16, 2023 8:33 AM  
**To:** Chris Landry <clandry@lockportny.gov>  
**Subject:** RE: [EXTERNAL] RE: City of Lockport

Good morning Chris,

That is great news. It will be cool to have built something for the city.

Thank you,  
Justin

**From:** Chris Landry <[clandry@lockportny.gov](mailto:clandry@lockportny.gov)>  
**Sent:** Thursday, November 16, 2023 8:28 AM  
**To:** Justin Reynolds <[jreynolds@integritymachinefab.com](mailto:jreynolds@integritymachinefab.com)>  
**Subject:** Re: [EXTERNAL] RE: City of Lockport

We're gonna do these Justin. I'll get a PO done up and send it to you.

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**From:** Justin Reynolds <[jreynolds@integritymachinefab.com](mailto:jreynolds@integritymachinefab.com)>  
**Sent:** Monday, October 16, 2023 3:12 PM  
**To:** Chris Landry <[clandry@lockportny.gov](mailto:clandry@lockportny.gov)>  
**Subject:** [EXTERNAL] RE: City of Lockport

Hi Chris,

Attached is the quote you requested. I will call you in a few to explain further. I had quite a few suppliers quote portions of this that I cannot do in house. Most of the materials will be processed here. All the welding will be done here. Some rolling/forming and the powdercoat would be done elsewhere. Early quotes were in the neighborhood of \$2500 each! I shopped around to find the best.

Thank you,  
Justin

**From:** Chris Landry <[clandry@lockportny.gov](mailto:clandry@lockportny.gov)>  
**Sent:** Wednesday, August 9, 2023 10:48 AM  
**To:** Justin Reynolds <[jreynolds@integritymachinefab.com](mailto:jreynolds@integritymachinefab.com)>  
**Subject:** City of Lockport

This is my work email. [Cedwards@lockportny.gov](mailto:Cedwards@lockportny.gov) is the person who does my billing. Thanks for stopping by look forward to doing business with you!

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INTEGRITY MACHINING & FABRICATION

Quotation # 24144

Integrity Machining & Fabrication LLC.  
4179 Cambria-Wilson Rd, Suite 1  
Lockport, NY 14094  
Tel. (716)553-8559

[www.Integritymachinefab.com](http://www.Integritymachinefab.com)

Company: City Of Lockport

Date: May 6, 2024

Attn: Chris Landry

[clandry@lockportny.gov](mailto:clandry@lockportny.gov)

25 W Main St,

Lockport, NY 14094

(716) 940-6925

Quotation Revision: -

Item	Part Number / Revision	Description	Quantity	Unit Price	Total Price
1	TBD	Lids	10	\$150.44	\$1,504.35

-Details and Exceptions

- 1 Material and Labor to be supplied by IMF
- 2 All quotes are subject to IMF's Sales T&C's (provided on request)

Shipping Terms	Delivery	Terms
EXW	Delivery 6 weeks to ship upon receipt of order	Net 30 upon invoice
Packaging		IMF Representative
Standard Packaging	Quote is valid for 30 days after date quoted	Justin Reynolds

We thank you for the opportunity to quote

Very truly yours,

*Justin Reynolds*

716-553-8559

[jreynolds@integritymachinefab.com](mailto:jreynolds@integritymachinefab.com)



INTEGRITY MACHINING & FABRICATION

Quotation # 24162

Integrity Machining & Fabrication LLC.  
4179 Cambria-Wilson Rd, Suite 1  
Lockport, NY 14094  
Tel. (716)553-8559

[www.Integritymachinefab.com](http://www.Integritymachinefab.com)

Company: City Of Lockport

Date: May 29, 2024

Attn: Chris Landry  
clandry@lockportny.gov  
25 W Main St,  
Lockport, NY 14094  
(716) 940-6925

Quotation Revision: 1

Item	Part Number / Revision	Description	Quantity	Unit Price	Total Price
1	CMD-GC01	Outdoor Garbage Can	10	\$1,207.35	\$12,073.50

Details and Exceptions

1	Material and Labor to be supplied by IMF
2	All quotes are subject to IMF's Sales T&C's (provided on request)

Shipping Terms	Delivery	Terms
EXW	Delivery 8 weeks to ship upon receipt of order	Net 30 upon invoice
Packaging		IMF Representative
Standard Packaging	Quote is valid for 30 days after date quoted	Justin Reynolds

We thank you for the opportunity to quote

Very truly yours,  
*Justin Reynolds*  
716-553-8559  
[Jreynolds@integritymachinefab.com](mailto:Jreynolds@integritymachinefab.com)



INTEGRITY MACHINING & FABRICATION

Quotation # 24165

Integrity Machining & Fabrication LLC.  
4179 Cambria-Wilson Rd, Suite 1  
Lockport, NY 14094  
Tel. (716)553-8559

[www.Integritymachinefab.com](http://www.Integritymachinefab.com)

Company: City Of Lockport

Date: May 31, 2024

Attn: Chris Landry  
[clandry@lockportny.gov](mailto:clandry@lockportny.gov)  
25 W Main St,  
Lockport, NY 14094  
(716) 940-6925

Quotation Revision: -

Item	Part Number / Revision	Description	Quantity	Unit Price	Total Price
1	CMD-GC01-07 / -	Lid Assembly	10	\$150.44	\$1,504.35

Details and Exceptions

1	Material and Labor to be supplied by IMF
2	All quotes are subject to IMF's Sales T&C's (provided on request)

Shipping Terms	Delivery	Terms
EXW	Delivery 8 weeks to ship upon receipt of order	Net 30 upon invoice
Packaging		IMF Representative
Standard Packaging	Quote is valid for 30 days after date quoted	Justin Reynolds

We thank you for the opportunity to quote

Very truly yours,  
*Justin Reynolds*  
716-553-8559  
[jreynolds@integritymachinefab.com](mailto:jreynolds@integritymachinefab.com)



**WHEREAS**, in August of 1619, an English ship transported some 20 Africans to Jamestown, Virginia Colony, beginning the barbaric era of slavery in our country; and

**WHEREAS**, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, which declared "that all persons held as slaves" within the Confederate states "are, and henceforward shall be free"; and

**WHEREAS**, on June 19, 1865, two years after the Emancipation Proclamation was issued, Union troops led by Major General Gordon Granger arrived at Galveston, Texas, to deliver the news that the Civil War had ended and that enslaved Africans were now free; and

**WHEREAS**, upon his arrival in Texas, Major General Granger issued General Order Number 3 which stated "[t]he people of Texas are informed that in accordance with a Proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of rights and rights of property between former masters and slaves."; and

**WHEREAS**, June 19, or Juneteenth, is the oldest nationally celebrated commemoration of the ending of slavery in the United States and celebrates African American freedom and achievement; and

**WHEREAS**, the vestiges of slavery and racism still permeate throughout our nation; and

**WHEREAS**, no one should have to live in the shadows of their oppressors; and

**WHEREAS**, Juneteenth challenges us to reexamine our core values as a city, state, and nation, and to ensure freedom, liberation, and justice for all people; and

**WHEREAS**, Juneteenth is a holiday that has become increasingly recognized in our community and it is necessary for our entire City to be aware of the importance of this holiday to our Black neighbors; and

**WHEREAS**, Lockport has had a long history as part of the Underground Railroad, and a strong black community with business and civic leaders like Aaron Mossell; and

**WHEREAS**, Juneteenth should be a holiday in the City of Lockport as a testament to freedom, liberation, and justice, and a day where Black life, Black history, and Black culture is honored and celebrated; and

**NOW, THEREFORE, BE IT RESOLVED** that Juneteenth (June 19) shall be added as a holiday for all employees of the City of Lockport commencing in the calendar year 2025.