

**CITY OF LOCKPORT**  
**COMMON COUNCIL PROCEEDINGS**

Lockport Municipal Building

Regular Meeting  
Official Record

January 14th, 2026  
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, Wyche, O'Malley, Wiley and Kirchberger  
Absent: Fogle

**INVOCATION - Pastor**

**SWEARING IN CEREMONY – Judge Watson**

**ANNOUNCEMENTS**

**RECESS**

Recess for public input.

**011426.1**

**APPROVAL OF MINUTES**

On motion of Alderman Craig, seconded by Alderman Wyche, the minutes of the Regular Meeting of December 17<sup>th</sup>, 2025 are hereby approved as printed in the Journal of Proceedings. Ayes 5. Carried.

**FROM THE MAYOR**

**Appointments:**

12/31/2025 Larry Eggert, 194 Independence Drive, Lockport, NY has been appointed to the Fire Board of Commissioners effective 12/31//2025 for a 3 year term to expire on December 31<sup>st</sup>, 2028.

1/1/2026 Luca Quagliano, Fire Chief for the City of Lockport has been appointed to the Niagara County Fire Advisory Board. The term is effective January 1<sup>st</sup>, 2026 for a 1 year term to expire December 31<sup>st</sup> 2026.

1/1/2026 James Scapelliti, Assistant Fire Chief for the Lockport Fire Department has been appointed to the Niagara County Fire Board. The term is effective January 1<sup>st</sup>, 2026 for a 1 year term to expire December 31<sup>st</sup> 2026.

**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)

12/4/2025 Letter from Lockport Cares requesting permission to hold their annual "Coldest Night of the Year" event on February 28<sup>th</sup>.

12/15/2025 Letter from Ed Sandusky of the Optimist Club of Lockport, requesting permission to hold their annual Arts and Crafts show on June 27<sup>th</sup> and 28<sup>th</sup> 2026.

1/1/2026 Letter from Jeff Tracy on behalf of the Historic Palace Theatre requesting permission to hold their Annual Lockport 10 Open Road Race.

1/9/2026 Emily Stoddard- City Clerk- Notification that the City of Lockport's Municipal Buildings will be closed on the following dates:

Monday January 19<sup>th</sup> – Martin Luther King Jr. Day  
Monday February 16<sup>th</sup> – Presidents Day

**MOTIONS & RESOLUTIONS**

**011426.2**

By Alderman Wiley:

**Resolved**, that the Mayor and Common Council do hereby extend congratulations and appreciation to the following City employees for their years of dedicated service to the City of Lockport:

<u>Employee</u>	<u>Years of Service</u>	<u>Title</u>
Jason Hunt	25	Municipal Worker
Michael E. Tucker	20	Municipal Worker

Seconded by Alderman Kirchberger and adopted. Ayes 5.

**011426.3**

By Alderman Craig:

**Resolved**, that pursuant to their request, The Historic Palace, Inc. is hereby granted permission to conduct the 54th Annual Lockport 10 Open Road Race on Saturday, February 14th, 2026. The race route will require closing East Avenue between Elm and Charles Streets; closing Elm Street for the finish of the race; and, disrupting traffic flow on Market Street from 8 am – 12:30 pm. Permission is granted subject to approval of the race route by the Police Chief and contingent upon The Historic Palace completing and maintaining all insurance requirements required by the City of Lockport."

**Resolved**, that the Director of Highways, Parks and Water Distribution is hereby authorized and directed to arrange for salting the streets in the City's portion of the race route if necessary, and to deliver barricades, cones, and "street closed" signs as required, and be it further

**Resolved**, that the Traffic Captain is hereby directed to arrange for police support for said event.

Seconded by Alderman Kirchberger and adopted. Ayes 5.

**011426.4**

By Alderman Wyche:

**Whereas**, General City Law 20(3) authorizes the City to accept donations from individuals or organizations, and to use said donations per the restrictions placed on them by the donor, regardless of minimum value; now, therefore, be it

**Resolved**, that the Mayor and Common Council do hereby extend thanks and appreciation to Niagara's Choice Credit Union for a donation of \$299.88 to be used as a reimbursement for the purchase of Christmas Lights for the City's Canal Street Gazebo Lighting Ceremony which took place on December 13, 2025; and

**Resolved**, that the FY 2025 General Fund budget be amended as follows:

Revenue		
Increase		
A.0000.32705	Gifts and Donation	\$299.88
Expenditures		
Increase		
A.1620.54077	Conts. & Maint. Supplies	\$299.88

Seconded by Alderman Craig and adopted. Ayes 5.

**011426.5**

By Alderman Wyche:

**Authorization for execution of contract to prepare annual CSO report**

**Whereas**, the City of Lockport (City) owns and operates a Combined Sewer Overflow (CSO) system (SPDES Permit No. NY0027057); and

**Whereas**, the New York State Department of Environmental Conservation (NYDEC) requires the City to submit an annual report for the CSO system (report) by January 31, 2026; and

**Whereas**, Nussbuamer & Clarke, Inc. (Nussbaumer) has been assisting the City with preparation of the report since 2016 and has submitted a proposal dated December 22, 2025 to prepare the report;

**Now therefore be it resolved** that the Mayor is authorized to execute an Agreement with Nussbuamer & Clarke, Inc., 80 Main St., Unit A, Lockport New York 14094, in the amount of \$3,000.00 contingent upon legal review.

Seconded by Alderman Kirchberger and adopted. Ayes 5.

**011426.6**

By Alderman Kirchberger:

**Resolved**, that pursuant to their request, permission is hereby granted to Lockport CARES, to conduct a fundraiser called "Coldest Night of the Year" which is a 2.5K walk and a 5K walk on Saturday, February 28<sup>th</sup>, 2026 from 4 pm to 7 pm. The walk will begin and end at Christ Community Church, 140 Genesee Street, subject to the approval of the walk route by

the Police Chief, contingent upon Lockport CARES completing and maintaining all insurance requirements required by the City of Lockport.” and be it further

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

Seconded by Alderman Wyche and adopted. Ayes 5.

#### **011426.7**

By Alderman Wiley:

**Resolved**, that pursuant to their request, permission is hereby granted to Niagara Hospice to conduct the 13th Annual Hospice Gran Fondo Bike Ride, on Saturday, August 1st, 2026 beginning at 7 a.m., subject to approval of the race route by the Police Chief; and be it further

**Resolved**, permission to include the barricading of West Jackson Street to through traffic, from Plank Road to Niagara Street, from 7am until 1pm; and be it further

**Resolved**, that the Director of Highways, Parks and Water Distribution is hereby authorized and directed to arrange for delivery of barricades, cones and ‘street closed’ signs as required; and be it further

**Resolved**, that Niagara Hospice send a letter to affected residents informing them of the race and the closure of West Jackson to through traffic; and be it further

**Resolved**, that permission is hereby granted, contingent upon Niagara Hospice completing and maintaining all insurance requirements required by the City of Lockport.

Seconded by Alderman Craig and adopted. Ayes 5.

#### **011426.8**

By Alderman Wiley:

**Resolved**, that permission is hereby granted the Optimist Club of Lockport to conduct their 50<sup>th</sup> Annual Lockport Optimists Arts and Crafts Festival on June 27<sup>th</sup> and 28<sup>th</sup>, 2026 from 10:00 A.M. until 5:00 P.M. (street closing from 7:00 A.M. until 7:00 P.M.) with the following provisions:

- (1) The Lockport Optimist Club shall issue exhibitor's permits to arts and crafts exhibitors, vendors and peddlers, and to insure public safety and order and to avoid overcrowding of the exhibit areas, no other exhibits, displays, vendors or peddlers shall be permitted within the show area, whether located on public or private property, and the Lockport Optimist Club shall enforce this ban with the cooperation of the Lockport Police Department.
- (2) The Police Department is hereby directed to enforce the removal of all concessionaires, vendors, or peddlers from the show area not possessing an exhibitor's permit.
- (3) The show area shall include the blocks on Main Street from Washburn Street west to Saxton Street and Market Street from Main Street north to Chestnut Street.
- (4) The Lockport Optimist Club will complete and maintain all insurance requirements required by the City of Lockport, and the approval of the Corporation Counsel, and be it further

**Resolved**, that the Director of Highways, Parks and Water Distribution is hereby authorized and directed to arrange for delivery and pick-up of City barricades and trash receptacles as needed, and be it further

**Resolved**, that permission is granted to the Optimist Club to use the Police Garage for storage of a golf cart overnight on Friday and Saturday night, June 26<sup>th</sup> and 27<sup>th</sup> subject to the approval of the Chief of Police.

Seconded by Alderman Wyche and adopted. Ayes 5.

**011426.9**

By Alderman: Craig

**Resolution for authorization of architectural and engineering services for Spaulding Mill Building and Site Rehabilitation**

**Whereas**, the City of Lockport (City) has received a Downtown Revitalization Initiative (DRI) Grant (Contract C1001608) managed by the New York Department of State (DOS) to fund improvements to the Spaulding Mill Building and Site (Project); and

**Whereas**, the City authorized Bergmann, now known as Colliers Engineering & Design to provide architectural and engineering services for the project per Resolution 111721.4 ; and

**Whereas**, due to unforeseen economic conditions, the originally scoped project could not be constructed; and

**Whereas**, the City desires to utilize DRI grant funds for improvements at Spaulding Mill as intended, thus requiring rescoping the project; and

**Whereas**, Colliers Engineering & Design and submitted Amendment No. 1 dated January 8, 2026 to provide additional services related to rescoping the project and providing related design and construction services in the amount of \$259,974.55; and

**Whereas**, the City has until February 28, 2027 to complete construction of the project at the Spaulding Mill; and

**Now therefore, be it: resolved** that the Mayor is hereby authorized to execute an agreement Colliers Engineering & Design, 40 LaRiviere Drive, Suite 200 Waterfront Village Center, Buffalo, New York, 14202 for a fee of \$259,974.55, to be fully funded by the DRI Grant, inclusive of the Scope of Work included in January 8, 2026 proposal to the City for services, subject to review by New York Department of State.

Seconded by Alderman Kirchberger and adopted. Ayes 5.

**011426.10**

By Alderman Wiley:

**Whereas**, the Common Council previously approved Resolution No. 121824.4, authorizing an increase in certification pay for members of the City of Lockport Fire Department; and

**Whereas**, implementation of said resolution requires increased expenditures for Fire Department personnel, including retroactive certification pay; and

**Whereas**, said retroactive certification pay was structured to be paid in three (3) equal installments; and

**Whereas**, the first and second installments were paid during the 2025 fiscal year, and the third and final installment is scheduled to be paid during the 2026 fiscal year; and

**Whereas**, the City’s adopted FY 2026 General Fund budget includes sufficient appropriations within the Contingency account to fund the final retroactive payment and associated payroll costs; and

**Whereas**, the City of Lockport remains committed to maintaining a balanced budget while meeting its contractual and operational obligations;

**Now, therefore, be it resolved**, that the FY 2026 General Fund Budget is hereby amended as follows:

<u>Decrease</u>		
A.1900.54775	Contingency	\$ 33,488
<u>Increase</u>		
A.3410.51010	Full Time Wages	\$23,567
A.3410.58010	FICA	\$1,803

Seconded by Alderman Craig and adopted. Ayes 5.

**011425.11**

By Alderman Kirchberger:

**Whereas**, the Common Council previously approved Resolution No. 072325.8, authorizing a Memorandum of Agreement (MOA) between the City of Lockport and the Hickory Club Benevolent Association, establishing the terms of a Collective Bargaining Agreement (CBA) covering the period from the expiration of the prior agreement through December 31, 2026; and

**Whereas**, implementation of said MOA requires increased expenditures for Police Department personnel, including retroactive wage payments for the period January 1, 2024 through August 28, 2025; and

**Whereas**, said retroactive wage payments were structured to be paid in three (3) installments, with one installment paid during the 2025 fiscal year and the remaining two installments scheduled to be paid during the 2026 fiscal year; and

**Whereas**, the City’s adopted FY 2026 General Fund budget includes sufficient appropriations within the Contingency account to fund the remaining retroactive payments and associated payroll costs; and

**Whereas**, the City of Lockport remains committed to maintaining a balanced budget while meeting its contractual and operational obligations;

**Whereas**, that the FY 2026 General Fund Budget is hereby amended as follows:

**Expense:**

Decrease

A.1900.54775	Contingency	\$877,277
<u>Increase</u>		
A.3120.51010	Full Time Wages	\$628,197
A.3120.58010	FICA	\$48,057
A.3120.58050	Retirement	\$201,023

Seconded by Alderman Wyche and adopted. Ayes 5.

**011426.12**

By Alderman Kirchberger:

**Whereas**, the Common Council previously approved Resolution No. 121725.5B, which established a capital project for the purchase of garage equipment and related improvements for City operations, and the Department of Public Works has identified the need to purchase and install a vehicle lift to support the maintenance and repair of City-owned vehicles; and

**Whereas**, LiftNow Automotive Equipment Corp. is an approved vendor under Sourcewell cooperative purchasing Contract No. 121223-LFT, which was competitively bid in accordance with applicable public procurement requirements; and

**Whereas**, LiftNow Automotive Equipment Corp. has submitted a quote dated December 23, 2025, in the total amount of \$63,876.98 for the purchase and installation of said vehicle lift; now, therefore, be it

**Resolved**, that the City of Lockport Common Council hereby authorizes the purchase of a vehicle lift from LiftNow Automotive Equipment Corp. through Sourcewell Contract No. 121223-LFT, in an amount not to exceed \$63,876.98, utilizing funds within the capital project established by Resolution No. 121725.5B.

Seconded by Alderman Wyche and adopted. Ayes 5.

**011426.13**

By Alderman Kirchberger:

**Whereas**, the City of Lockport has sufficient funding available from its remaining 2025 New York State Department of Transportation CHIPS/EWR allocation to support the purchase of eligible highway equipment; and

**Whereas**, the Director of Streets, Parks, and Water Distribution has recommended the purchase of two (2) Kenworth T480 dump trucks and one (1) New Holland B95D SLA CP 4WD excavator, all of which have been reviewed and approved by NYSDOT as CHIPS-eligible equipment with a minimum ten-year service life; and

**Whereas**, a quotation from Kenworth Northeast Group, Inc., together with Valley Fab and Equipment, Inc., under the Onondaga County Pricing Agreement #0011142, provides for the purchase and upfitting of two (2) Kenworth T480 dump trucks at a total cost of \$547,100 and such procurement complies with the City's procurement policy ; and

**Whereas**, a quotation from Niagara Frontier Equipment Sales, Inc. for the purchase of one (1) New Holland B95D SLA CP 4WD excavator under New York State Office of General Services Contract PC69383 provides said equipment at a total cost of \$120,807.45, and such procurement complies with the City's procurement policy;

**Now, therefore, be it resolved**, that the Common Council of the City of Lockport hereby authorizes the purchase of the above-referenced equipment from Kenworth Northeast Group, Inc., Valley Fab and Equipment, Inc., and Niagara Frontier Equipment Sales, Inc.; and

**Be it further resolved**, that the City is authorized to utilize CHIPS funding and to charge all related expenditures to account number H082.5112.52450, or such other accounts as may be deemed appropriate by the Director of Finance.

Seconded by Alderman Craig and adopted. Ayes 5.

**011426.14**

By Alderman Kirchberger:

**SEWER VAC TRUCK REPAIR CONTRACT APPROVAL**

**Whereas**, the Common Council previously adopted Resolution No. 121725.5A establishing a capital project for the repair of the City of Lockport's sewer vacuum truck; and

**Whereas**, the sewer vacuum truck is essential to the operation and maintenance of the City's sewer system and the protection of public health and infrastructure; and

**Whereas**, S&S Fleet Solutions has been identified as a qualified vendor and has submitted a contract and repair estimate outlining the scope of work and associated costs for the repair of the sewer vacuum truck; and

**Whereas**, sufficient funding exists within the established capital project to cover the cost of the proposed repairs, and the contract requires a down payment of \$100,000 prior to commencement of work due to the cost of materials;

**Now, therefore, be it resolved**, by the Common Council of the City of Lockport that the contract and repair estimate submitted by S&S Fleet Solutions for repairs to the City's sewer vacuum truck are hereby approved, that S&S Fleet Solutions is approved as the vendor, that expenditures for said repairs are authorized from the H231 capital project, and that the City is authorized to issue a down payment in the amount of \$100,000 prior to the commencement of work, with remaining payments to be made in accordance with the approved contract and submitted invoices.

Seconded by Alderman Wyche and adopted. Ayes 5.

**011426.14A**

By Alderman Craig:

**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 January 15<sup>th</sup>, 2026

Seconded by Alderman O'Malley. Ayes 5.

**011426.15**

**ADJOURNMENT**

At 6:31P.M. Alderman O'Malley moved the Common Council be adjourned until 6:00pm., Wednesday, January 28<sup>th</sup>, 2026.

Seconded by Alderman Kirchberger and adopted. Ayes 5.

Emily Stoddard  
City Clerk

I HEREBY CERTIFY that the persons named in this payroll are employed solely in and have actually performed the duties of positions and employments indicated for the period ending

11/21/25, PAID on date 12/11/25  
 is approved at dollars, \$ 922,510.45  
 Civil Service Mary Pat Gilbert

# Pay Day Register

Pay Date Range 11/21/25 - 12/04/25

Pay Batch 12/11/25

Pay Batch 12/11/25 Total

Employees in Pay Batch 220

Female Employees in Pay Batch 49

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,844.10	Gross	922,510.45	Health Ins 298 Class 2 Family	33,893.96 .00
ALWP - Administrative Leave with	80.0000	3,361.90	Imputed Income		Health Ins 298 Class 2 Single	11,033.06 .00
BERV - Bereavement	12.0000	403.26	Federal	112,283.77	Health Ins 298 Class 3 Family	87,710.69 .00
BRIEF - Briefing/Debriefing	.0000	172,594.68	FICA	56,285.79	Health Ins 298 Class 3 Single	9,298.66 .00
CLAL - Clothing Allowance	.0000	65,876.00	Medicare	13,163.78	Health Ins 298 Class 4 Family	8,314.76 .00
CMPE 1.0 - Comp Earned @ 1.0	128.6250	.00	New York State	47,808.97	Health Ins 298 Class 4 Single	2,585.07 .00
CMPE 1.5 - Comp Earned @ 1.5	2.7500	.00	3% - RET ERS TIER 6	2,153.50	Total	\$152,836.20
CMPU - Comp Time Used	210.7500	8,464.66	3% - RET ERS TIER 6 OT	319.18	Employer Taxes	
EDAY - Extra Day	278.0000	10,977.28	3% - RET PF TIER 6	530.12	FICA	56,285.79 907,834.87
FHDB - Floating Holiday Buy Out	80.0000	3,431.24	3% - RET PF TIER 6 OT	13.98	Medicare	13,163.78 907,834.87
FHDE - Floating Holiday Earned	447.8400	.00	3.5% - RET ERS TIER 6	1,643.48	Total	\$69,449.57
FHDU - Floating Holiday Used	848.0000	32,698.70	3.5% - RET ERS TIER 6 OT	250.08	Workers' Comp	
FLSA - FLSA	.0000	89.29	3.5% - RET PF TIER 6	3,123.20	Workers Compensation - General	22,014.72 494,692.03
FMLN - FMLA Leave without Pay	32.0000	.00	3.5% - RET PF TIER 6 OT	91.01	Workers Compensation - Sewer	2,499.87 51,357.83
FMLS - FMLA Sick Used	16.0000	791.88	4.5% - RET ERS TIER 6	558.27	Workers Compensation - Water	2,142.63 53,262.90
HOL - Holiday	1,054.0000	31,268.14	4.5% - RET ERS TIER 6 OT	17.48	Workers Compensation 50%	544.32 5,696.68
HOLIDAYPT - Holiday - Part Time	14.0000	331.20	4.5% - RET PF TIER 6	2,881.70	Total	\$27,201.54
HOLW - Holiday Worked	176.0000	11,897.04	4.5% - RET PF TIER 6 OT	33.23	Direct Deposits	
INLIEU - In Lieu of Health	.0000	40,150.00	457 % Deduction	10,645.60	Armed Forces Bank	1,436.34
OOT - Out of Title	484.5000	21,550.00	457 Flat Dollar Deduction	11,620.00	Bancorp Bank	1,295.85
OOT OT 1.5 - Out of Title OT at	2.0000	86.38	5.75% - RET ERS TIER 6	218.72	Bank of Akron	6,655.38
OT 1.0 - Overtime at Straight 1.0	26.5000	726.80	5.75% - RET PF TIER 6	6,733.57	Bank of America	14,153.23
OT 1.5 - Overtime @ 1.5	1,056.7500	52,892.94	5.75% - RET PF TIER 6 OT	299.49	BANK OF AMERICA (2)	6,488.09
OT 1.5 SHIFT 10% - OT @ 1.5	40.0000	1,983.65	6% - RET PF TIER 6	524.26	BANK OF AMERICA (4)	1,582.92
OT 1.5 SHIFT 15% - OT @ 1.5	32.0000	1,560.70	6% - RET PF TIER 6 OT	38.77	BANK OF AMERICA (6)	2,495.10
PRSU - Personal Used	153.5000	5,507.44	AFLAC POSTTAX	311.64	Bank on Buffalo	5,965.92
REG - Regular	10,780.7500	363,027.64	AFLAC PRETAX	395.68	Capital One 360	3,080.89
REG PT - Regular Part Time	139.2500	4,995.57	ALLSTATE POSTTAX	513.60	Chase Bank	5,320.86
REG SHIFT 10% - Regular Shift	152.0000	4,827.55	ALLSTATE PRETAX	568.42	Chase Bank (2)	1,715.30
REG SHIFT 15% - Regular Shift	184.0000	6,198.10	Child Support - Amount	990.00	Chime	1,528.00
RGS - Regular - Salary	70.0000	.00	COLONIAL LIFE POSTTAX	95.21	Citizens Bank	17,853.67
SAL - Salary	.0000	3,806.51	COLONIAL LIFE PRETAX	32.88	Cornerstone Comm FCU	197,059.33
SAL PT - Salary Part Time	.0000	1,865.37	FSA PRETAX	937.75	Discover Bank	800.00
SCK PT - Sick Leave Part Time	10.5000	258.45	Health Ins 298 Class 2 Family	3,042.00	Encompass Niagara FCU	195.00
SCKE - Sick Earned	1,914.2500	.00	Health Ins 298 Class 2 Single	1,081.70	ESL FCU	1,291.24
SCKR - Sick Bank Received	14.0000	416.04	Health Ins 298 Class 3 Family	2,609.35	Evans Bank	1,984.65
SCKU - Sick Used	441.0000	13,962.25	Health Ins 298 Class 3 Single	822.38		
STIP - Stipend	.0000	12,192.31	Health Ins 298 Class 4 Family	988.49		
VACB - Vacation Buy Out -	240.0000	12,597.60	Health Ins 298 Class 4 Single	310.20		

I HEREBY CERTIFY that the persons named in this payroll are employed solely in and have actually performed the duties of positions and employments indicated for the period ending 12/18/25, PAID on date 12/24/25, is approved at dollars, \$ 638,597.22.  
*Civil Service Mary Pat Tolbert*

# Pay Day Register

Pay Date Range 12/05/25 - 12/18/25  
 Pay Batch 12/24/25

Pay Batch 12/24/25 Total

Employees in Pay Batch 220

Female Employees in Pay Batch 50

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,844.10	Gross	638,597.22	Health Ins 298 Class 2 Family	33,893.96 .00
ALWP - Administrative Leave with	80.0000	3,361.90	Imputed Income		Health Ins 298 Class 2 Single	11,422.46 .00
BERV - Bereavement	24.0000	907.54	Federal	70,284.58	Health Ins 298 Class 3 Family	87,710.69 .00
CMPE 1.0 - Comp Earned @ 1.0	178.7500	.00	FICA	38,649.69	Health Ins 298 Class 3 Single	9,298.66 .00
CMPU - Comp Time Used	278.7500	9,435.62	Medicare	9,039.05	Health Ins 298 Class 4 Family	8,314.76 .00
EDAY - Extra Day	268.0000	11,040.84	New York State	31,403.88	Health Ins 298 Class 4 Single	2,585.07 .00
FHDB - Floating Holiday Buy Out	40.0000	1,680.95	3% - RET ERS TIER 6	2,154.33	Total	\$153,225.60
FH DU - Floating Holiday Used	732.0000	25,128.92	3% - RET ERS TIER 6 OT	262.87	Employer Taxes	Gross Base
FLSA - FLSA	.0000	317.36	3% - RET PF TIER 6	532.70	FICA	38,649.69 623,382.67
FMLN - FMLA Leave without Pay	136.0000	.00	3% - RET PF TIER 6 OT	45.79	Medicare	9,039.05 623,382.67
FMLS - FMLA Sick Used	112.0000	5,543.16	3.5% - RET ERS TIER 6	1,570.28	Total	\$47,688.74
LONG - Longevity Payment	.0000	700.00	3.5% - RET ERS TIER 6 OT	323.39	Workers' Comp	Gross Base
OOT - Out of Title	706.5000	30,898.43	3.5% - RET PF TIER 6	2,277.79	Workers Compensation - General	22,377.60 494,675.45
OOT OT 1.5 - Out of Title OT at	28.0000	1,220.54	3.5% - RET PF TIER 6 OT	128.56	Workers Compensation - Sewer	2,391.18 48,578.91
OT 1.0 - Overtime at Straight 1.0	40.0000	1,501.75	4.5% - RET ERS TIER 6	558.27	Workers Compensation - Water	2,255.40 50,875.45
OT 1.5 - Overtime @ 1.5	1,303.0000	65,623.78	4.5% - RET ERS TIER 6 OT	41.13	Workers Compensation 50%	483.84 5,177.88
OT 1.5 SHIFT 10% - OT @ 1.5	48.0000	2,380.38	4.5% - RET PF TIER 6	1,874.29	Total	\$27,508.02
OT 1.5 SHIFT 15% - OT @ 1.5	32.0000	1,649.93	4.5% - RET PF TIER 6 OT	153.44	Direct Deposits	Amount
PRSE - Personal Earned	21.0000	.00	457 % Deduction	8,474.20	Armed Forces Bank	1,555.21
PRSU - Personal Used	315.5000	11,221.09	457 Flat Dollar Deduction	11,620.00	Bancorp Bank	1,345.90
REG - Regular	11,409.2500	383,626.59	5.75% - RET ERS TIER 6	218.73	Bank of Akron	3,136.67
REG PT - Regular Part Time	168.7500	5,380.48	5.75% - RET PF TIER 6	3,757.08	Bank of America	7,270.15
REG SHIFT 10% - Regular Shift	144.0000	4,563.06	5.75% - RET PF TIER 6 OT	438.04	BANK OF AMERICA (2)	2,247.47
REG SHIFT 15% - Regular Shift	256.0000	8,267.72	6% - RET PF TIER 6	258.47	BANK OF AMERICA (4)	1,782.09
RET REF1 - Ret Refund Contrib &	.0000	371.30	AFLAC POSTTAX	283.08	BANK OF AMERICA (6)	1,471.74
RETRO - Retroactive Pay	.0000	7,739.16	AFLAC PRETAX	395.68	Bank on Buffalo	4,930.49
RGS - Regular - Salary	70.0000	.00	ALLSTATE POSTTAX	513.60	Capital One 360	3,024.41
SAL - Salary	.0000	3,806.51	ALLSTATE PRETAX	568.42	Chase Bank	2,798.76
SAL PT - Salary Part Time	.0000	1,865.37	Child Support - Amount	990.00	Chase Bank (2)	2,243.89
SCK PT - Sick Leave Part Time	7.0000	172.30	COLONIAL LIFE POSTTAX	95.21	Chime	1,528.00
SCKR - Sick Bank Received	7.0000	208.02	COLONIAL LIFE PRETAX	32.88	Citizens Bank	13,608.86
SCKU - Sick Used	718.5000	22,812.07	Firefighter Life Ins	170.65	Cornerstone Comm FCU	140,560.03
STIP - Stipend	.0000	192.31	FSA PRETAX	937.75	Discover Bank	800.00
VACB - Vacation Buy Out -	75.0000	2,936.35	Health Ins 298 Class 2 Family	3,042.00	Encompass Niagara FCU	195.00
VACU - Vacation Used	644.5000	22,199.69	Health Ins 298 Class 2 Single	1,124.97	ESL FCU	1,341.26
Total	18,003.5000	\$638,597.22	Health Ins 298 Class 3 Family	2,609.35	Evans Bank	1,680.54
			Health Ins 298 Class 3 Single	822.38		
			Health Ins 298 Class 4 Family	1,098.03		
			Health Ins 298 Class 4 Single	310.20		

I HEREBY CERTIFY that the persons named in this payroll are employed solely in and have actually performed the duties of positions and employments indicated for the period ending

1/1/26, PAID on date 1/3/26  
 is approved at dollars, \$ 905,454.73  
 Civil Service Mary Pat Gilbert

# Pay Day Register

Pay Date Range 12/19/25 - 01/01/26

Pay Batch 01/08/26

Pay Batch 01/08/26 Total

Employees in Pay Batch 218

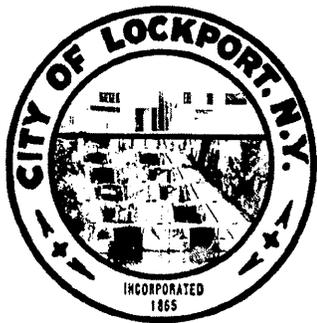
Female Employees in Pay Batch 49

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,844.10	Gross	905,454.73	Health Ins 298 Class 2 Family	33,893.96 .00
ALWP - Administrative Leave with	80.0000	3,371.98	Imputed Income		Health Ins 298 Class 2 Single	11,422.46 .00
CLAL - Clothing Allowance	.0000	51,650.00	Federal	99,294.94	Health Ins 298 Class 3 Family	87,710.69 .00
CMPB - Comp Buy Out	29.8750	878.09	FICA	55,199.95	Health Ins 298 Class 3 Single	9,298.66 .00
CMPE 1.0 - Comp Earned @ 1.0	95.2500	.00	Medicare	12,909.96	Health Ins 298 Class 4 Family	8,314.76 .00
CMPE 1.5 - Comp Earned @ 1.5	.2500	.00	New York State	44,067.24	Health Ins 298 Class 4 Single	2,585.07 .00
CMPL - Comp Lost	12.0000	.00	3% - RET ERS TIER 6	2,235.25	Total	\$153,225.60
CMPU - Comp Time Used	208.7500	6,665.06	3% - RET ERS TIER 6 OT	354.75	Employer Taxes	Gross Base
EDAY - Extra Day	242.0000	10,362.47	3% - RET PF TIER 6	802.43	FICA	55,199.95 890,322.30
FHDB - Floating Holiday Buy Out	1,232.0000	48,681.77	3% - RET PF TIER 6 OT	30.63	Medicare	12,909.96 890,322.30
FHDL - Floating Holiday Lost	36.0000	.00	3.5% - RET ERS TIER 6	1,863.87	Total	\$68,109.91
FHDU - Floating Holiday Used	860.0000	34,175.84	3.5% - RET ERS TIER 6 OT	366.98	Workers' Comp	Gross Base
FLSA - FLSA	.0000	5.42	3.5% - RET PF TIER 6	2,449.31	Workers Compensation - General	16,248.80 499,161.58
FMLE - FMLA Extra Day	16.0000	803.76	3.5% - RET PF TIER 6 OT	203.52	Workers Compensation - Sewer	1,723.92 49,950.66
FMLN - FMLA Leave without Pay	56.0000	.00	4.5% - RET ERS TIER 6	641.26	Workers Compensation - Water	1,372.32 49,665.57
FMLS - FMLA Sick Used	144.0000	7,138.80	4.5% - RET ERS TIER 6 OT	42.16	Workers Compensation 50%	299.32 4,707.29
HOL - Holiday	2,262.0000	65,364.19	4.5% - RET PF TIER 6	3,196.91	Total	\$19,644.36
HOLIDAYPT - Holiday - Part Time	10.5000	238.35	4.5% - RET PF TIER 6 OT	206.33	Direct Deposits	Amount
HOLW - Holiday Worked	128.0000	8,348.15	457 % Deduction	7,975.48	Armed Forces Bank	2,298.42
HOT 2.25 - Holiday Overtime 2.25	32.0000	3,683.91	457 Flat Dollar Deduction	13,370.00	Bancorp Bank	2,990.34
LONG - Longevity Payment	.0000	176,018.07	5.75% - RET ERS TIER 6	219.11	Bank of Akron	4,940.82
OOT - Out of Title	849.0000	37,496.48	5.75% - RET PF TIER 6	6,008.55	Bank of America	12,332.52
OOT OT 1.5 - Out of Title OT at	102.0000	4,597.09	5.75% - RET PF TIER 6 OT	445.10	BANK OF AMERICA (2)	4,245.17
OT 1.0 - Overtime at Straight 1.0	22.2500	599.96	6% - RET PF TIER 6	474.52	BANK OF AMERICA (4)	1,437.31
OT 1.5 - Overtime @ 1.5	1,091.7500	53,048.50	AFLAC POSTTAX	311.64	BANK OF AMERICA (6)	781.01
OT 1.5 SHIFT 10% - OT @ 1.5	64.0000	3,181.77	AFLAC PRETAX	395.68	Bank on Buffalo	5,838.84
OT 1.5 SHIFT 15% - OT @ 1.5	70.0000	3,397.26	ALLSTATE POSTTAX	513.60	Capital One 360	2,739.18
PRSE - Personal Earned	(88.0000)	.00	ALLSTATE PRETAX	568.42	Chase Bank	5,161.52
PRSL - Personal Lost	10.5000	.00	Child Support - Amount	990.00	Chase Bank (2)	5,870.29
PRSU - Personal Used	578.0000	21,182.15	COLONIAL LIFE POSTTAX	95.21	Chime	1,529.67
REG - Regular	7,483.7500	250,247.84	COLONIAL LIFE PRETAX	32.88	Citizens Bank	19,125.09
REG PT - Regular Part Time	53.5000	3,294.89	FSA PRETAX	937.75	Cornerstone Comm FCU	193,966.76
REG SHIFT 10% - Regular Shift	112.0000	3,510.92	Health Ins 298 Class 2 Family	3,042.00	Discover Bank	800.00
REG SHIFT 15% - Regular Shift	288.0000	9,313.43	Health Ins 298 Class 2 Single	1,124.97	Encompass Niagara FCU	195.00
RGS - Regular - Salary	70.0000	.00	Health Ins 298 Class 3 Family	2,609.35	ESL FCU	2,164.16
SAL - Salary	.0000	3,806.51	Health Ins 298 Class 3 Single	822.38	Evans Bank	1,579.00
SAL PT - Salary Part Time	.0000	1,771.16	Health Ins 298 Class 4 Family	1,098.03		
SCKE - Sick Earned	88.0000	.00	Health Ins 298 Class 4 Single	310.20		
SCKU - Sick Used	255.0000	8,682.85	NEW YORK LIFE	162.43		

# Employee Birthday Anniversary Report

Anniversary Date  
January

Employee	Department	Date	Years	
<b>Benefit Group AFSCME - AFSCME</b>				
1029 Hunt, Jason P	Public Works - Public Works	1/15/2001	25	<i>Municipal Worker</i>
1034 Noon, Carol K	Waste Water - Waste Water Department	1/4/2002	24	
1041 Tucker, Michael E	Water Dist - Water Distribution	1/10/2006	20	<i>Water + Sewer Maintenance Worker</i>
1048 Magee, Ryan D	Waste Water - Waste Water Department	1/28/2008	18	
1062 Cavagnaro, Jon P	Public Works - Public Works	1/12/2018	8	
1318 Saunders, Jason R	Water Filtration - Water Filtration	1/24/2020	6	
1508 Feidner, Karl L	Public Works - Public Works	1/30/2023	3	
1619 Whalen, John K	Public Works - Public Works	1/7/2025	1	
Benefit Group <b>AFSCME - AFSCME</b> Totals Employees 8				
<b>Benefit Group CSEA35 - CSEA 35 Hours</b>				
1163 Brewer, Megan K	Build Inspection - Building Inspection Department	1/2/2009	17	
1170 Gelnett, Michele M	Fire - Fire Department	1/26/2018	8	
1466 Wojewoda, Daniel J	Build Inspection - Building Inspection Department	1/21/2022	4	
1571 Schuner, Brittany A	Treasurer - City Treasurer	1/17/2024	2	
1572 Diel, Jennifer A	Build Inspection - Building Inspection Department	1/22/2024	2	
Benefit Group <b>CSEA35 - CSEA 35 Hours</b> Totals Employees 5				
<b>Benefit Group CSEA40 - CSEA 40 Hours</b>				
1064 Landry, Christian W	Build Maint - Building Maintenance	1/22/2018	8	
1216 Heiman, Adam J	Waste Water - Waste Water Department	1/31/2019	7	
Benefit Group <b>CSEA40 - CSEA 40 Hours</b> Totals Employees 2				
<b>Benefit Group DEPT 70 - Department Head 70 Hour</b>				
1003 Dool, Jason C	Build Inspection - Building Inspection Department	1/11/2008	18	
1622 Smith, Vicki A	Comm Development - Community Development	1/31/2025	1	
Benefit Group <b>DEPT 70 - Department Head 70 Hour</b> Totals Employees 2				
<b>Benefit Group DEPT 80 - Department Head 80 Hour</b>				
1161 Dimmick, Clayton C	Public Works - Public Works	1/11/2008	18	
Benefit Group <b>DEPT 80 - Department Head 80 Hour</b> Totals Employees 1				
<b>Benefit Group FIRE - Fire</b>				
1314 MacKenzie, Aaron C	Fire - Fire Department	1/6/2020	6	
1065 Davis, Mark P JR	Fire - Fire Department	1/2/2024	2	
1566 Goodman, Samuel W	Fire - Fire Department	1/2/2024	2	
1568 Keleher, Jeremiah J	Fire - Fire Department	1/2/2024	2	
1567 Nicometi, Ty T	Fire - Fire Department	1/2/2024	2	
1574 Wollaber, Cameron C	Fire - Fire Department	1/29/2024	2	
Benefit Group <b>FIRE - Fire</b> Totals Employees 6				
<b>Benefit Group NB 70 - No Benefits - 70</b>				
1010 Mawhiney, Sue A	Treasurer - City Treasurer	1/1/2016	10	
1461 Fogle, Kathryn J	City Council - City Council	1/1/2022	4	
1570 Craig, John D	City Council - City Council	1/1/2024	2	
1562 Kirchberger, Kevin M	City Council - City Council	1/1/2024	2	
1565 Lombardi, John III	Mayor - Mayor's Office	1/1/2024	2	



## CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094

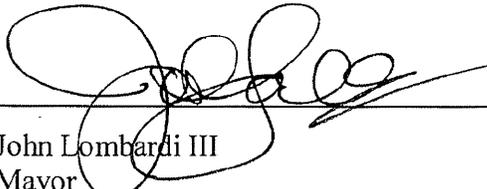
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January 1, 2026

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 James Scapelliti, asst. fire chief for Lockport Fire Department to the Niagara County Fire Advisory Board. The term is effective January 1, 2026 for a one-year term to expire on December 31, 2026.

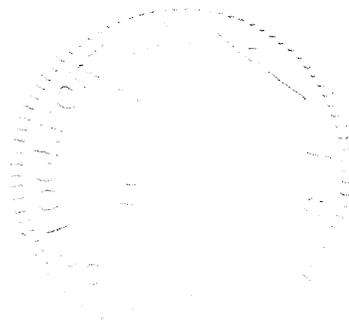
Witness by hand and the Seal of the City of Lockport this 1<sup>st</sup> day of January 1, 2026.

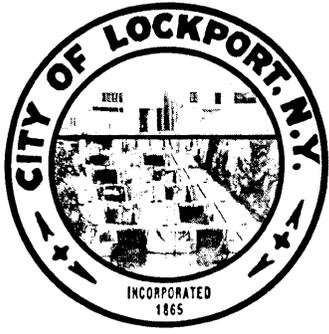


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John Lombardi III  
Mayor

Cc M. Hayes  
J. Scapelliti  
City Clerk





## CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094

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December 31, 2025

TO: Common Council

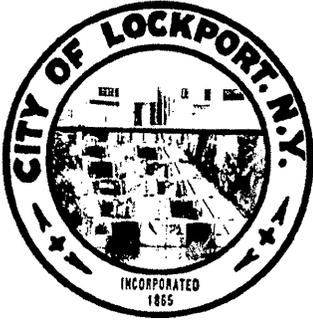
Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Larry Eggert, of 194 Independence Dr, Lockport, NY 14094 to the City of Lockport Board of Fire Commissioners effective December 31, 2025 for a three year term to expire on December 31, 2028.

Witness by hand and the Seal of the City of Lockport this 31<sup>st</sup> day of December 2024.

*John Lombardi III*

John Lombardi III  
Mayor

Cc L Eggert  
L Qualiano  
City Clerk



**CITY OF LOCKPORT, NEW YORK**

Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094

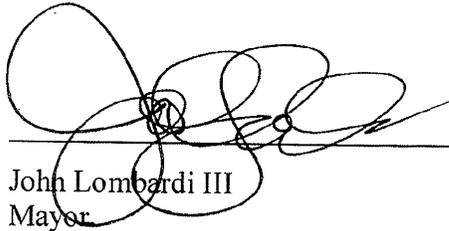
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January 1, 2026

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 Luca Quagliano fire chief for Lockport Fire Department to the Niagara County Fire Advisory Board. The term is effective January 1, 2026 for a one-year term to expire on December 31, 2026.

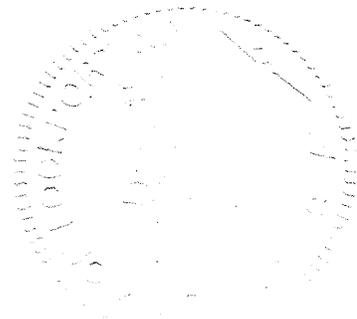
Witness by hand and the Seal of the City of Lockport this 1<sup>st</sup> day of January 1, 2026.

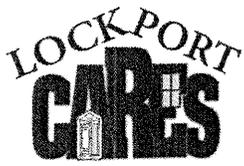


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John Lombardi III  
Mayor

Cc M. Hayes  
L. Quagliano  
City Clerk





**Lockport C.A.R.E.S., Incorporated**  
188 and 192 Genesee Street  
PO Box 586, Lockport, NY 14095  
Phone: 716-438-2273  
Shelter: 716-280-3444  
info@lockportcares.org

Thursday, December 4, 2025

Lockport City Council  
Lockport City Hall  
One Locks Plaza  
Lockport, NY 14094

Dear Council Members,

Lockport CARES is once again holding a fundraiser event on February 28, 2026 called "Coldest Night of the Year." This event will consist of either a 2.5km or 5km walk over a designated route through the City of Lockport between 4:00 pm and 7:00 pm that day.

We are requesting a permit and have provided a map of our proposed route for your review and approval. The 5km walk would be the same route, with the walkers covering the distance twice.

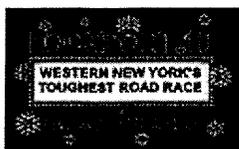
We're thankful for the support that the City of Lockport gives to our mission to provide shelter to the city's homeless population. We're grateful for your help in making the "Coldest Night of the Year" event a success!

With our gratitude,

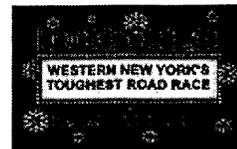
*Mark L. Liddell*  
Mark Liddell  
Board Director / Event Chair  
716-957-0563

*Ebony Singletary*  
Rev. Ebony Singletary  
Executive Director  
716-438-2273





## The Historic Palace, Inc.



PO Box 19 Lockport, New York 14095

Mayor of Lockport  
Lockport, New York 14094

January 1, 2026

**On Saturday, February 14, 2026 the Historic Palace Theatre will be holding the 54th Annual Lockport 10 Open Road Race.** On behalf of the Palace, I am requesting permission from the City of Lockport to continue this strong tradition. The City will be named as an additional insured under the event's insurance provided by USA Track & Field.

Last year nearly 400 runners from all over Western New York, Southern Ontario and Pennsylvania finished the 10-mile, or 5-mile. It is the second oldest race to be held annually in Western New York.

We are requesting the city's support in providing barricades, cones, and police support in conducting a safe and successful event. We are also requesting permission to place two portable toilets in the parking lot of Widewater Marina for the runners convenience.

In addition, I would like to request the support of the Lockport Police Department for traffic control during the race. I would also like to request the support of the Lockport Fire Department for traffic control for the start of the race depending on their availability. The Niagara County Sheriff's Department and the New York State Police will be contacted to lend support for traffic control in addition to numerous volunteers to guide the runner safely along the course.

**There will be a safety meeting with all support agencies on Wednesday, February 11, 2026 at 4:00PM at the Palace to cover logistics, event safety, and the race day timeline.**

The race will be at 9:00AM on race day in front of the library. The runners will travel east to Washburn Street and then south to Union Street. The runners will travel west on Union to Market Street and then down the hill all the way to the Cold Springs Road. At that point the runners will leave the city and eventually return to the Palace by finishing up Market Street to Elm Street and then to the finish line in front of the Palace. A course map is enclosed with this letter.

Traffic will need to be stopped on East Avenue between Elm and Charles Streets for the duration of the race (8:00AM - 12:30PM). Elm Street will need to be closed to traffic for the finish of the race. Traffic flow on Market Street will need to be disrupted to accommodate the runners. All traffic volunteers will be trained on proper procedures for conducting a safe event. From the start of the race to the time that the last finisher crosses the finish line is approximately two hours and 15 minutes. All closed roads will be opened to traffic as soon as possible.

The Mayor and all Common Council members are invited to either participate or join us for the ceremonial start of the race.

Sincerely,

Jeff Tracy, Race Director  
716.622.9487 ScoreThisJeff@gmail.com



# OPTIMIST CLUB OF LOCKPORT

*SERVING THE YOUTH OF LOCKPORT SINCE 1948*

Dec. 15, 2025

City of Lockport  
City Clerk's Office  
One Locks Plaza  
Lockport, NY 14094

RECEIVED  
DEC 30 2025  
CITY CLERK OFFICE

Re: 50th Annual Lockport Optimist Outdoor Arts & Craft Festival

This letter is a request from the Optimist Club of Lockport for permission to hold their annual arts and craft show on Main Street (Saxton St. to Washburn St.) in Lockport June 27th & 28th 2026. The show will be open from 10:00 AM to 5:00pm. The streets will be blocked off 7:00AM each day to allow vendors time to set up their booths and remove their vehicles from the show area. We will open the street back up for thru traffic as soon as it is safe to do so. We would request that the area from Market St. north to Chestnut St. as well as the immediate show area be off limits for vendors not having a valid Lockport Outdoor Arts & Crafts show permit.

We are also asking for use of the city's trash barrels and wooden barricades. As we have in the past we would like permission to keep our golf cart at the police garage overnight Friday and Saturday. We will pick it up Saturday and Sunday mornings for use during the show.

The city will be named on an insurance binder for this event as done in the past. A copy will be given to the city clerks' office before the show.

Thank you for your consideration and continued support of this event. If there are any questions regarding the above please contact me at (716)434-2207.

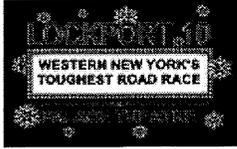
Sincerely,

Ed Sandusky  
43 Woodbury Dr.  
Lockport, NY 14094

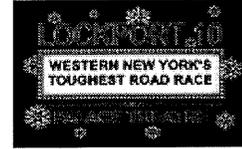
[epsandusky@verizon.net](mailto:epsandusky@verizon.net)

MATTHEW SANDUSKY - PRESIDENT ED SANDUSKY - VICE PRESIDENT  
DAVID AZZINARO - SECERTARY/TREASURER





## The Historic Palace, Inc.



PO Box 19 Lockport, New York 14095

Mayor of Lockport  
Lockport, New York 14094

January 1, 2026

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The Mayor and all Common Council members are invited to either participate or join us for the ceremonial start of the race.

Sincerely,

Jeff Tracy, Race Director  
716.622.9487 ScoreThisJeff@gmail.com

# Lockport 10 Timeline

<u>Date</u>	<u>Time</u>	<u>Job</u>	<u>Person</u>
November		Permit requests	
		Contact Law Enforcement	
		USAT&F Sanction	
		Sponsor Requests	
		Secure Busses	
		Secure Potable Toilets	
		Registration Opens	Score This
1 Week Before		Safety Meeting	Jeff
1 Week Before		Stuff Mailboxes along the course	Jeff
Night Before		Set Up for Registration	10 people
Race Day	5:00	Close East Ave for Parking	Jeff
		Set out mile markers	Jeff
		Cone Market St. Hill	Jeff
	6:45	Registration Volunteers Arrive	10 people
	7:00	Registration Begins	
		Timing Team Arrives	Score This
	8:00	Close East Ave for Traffic	
		Traffic Volunteers Arrive	25 people
	8:45	Runners Outside	Elvis
	8:50	Anthems	
		5 mile busses leave	Ridge Road
	9:00	10 mile Start	Elvis
	9:45	5 mile Start	Score This
	9:55	First Finisher	
	10:00	Food & Band Ready to go	
	11:30	Finish line closes	
	11:45	Awards	Jeff
	1:00	Go Home	

## Lockport 10 Road Closure Plan

		<b>Timeline</b>	
East Ave & Elm St	barricades	8:00 AM	Close East Ave
East Ave & NC Social Services	barricades	9:00 AM	Race start
East Ave & Rite Aid	barricades	11:45 AM	Pick up cones
East Ave & Washburn St	barricades		
Chesnut St & Charles/Arena	barricades		
Market St & Vine St	barricades		
Vine St & Garden St	barricades		
Clinton St & Matt Murphy Bridge	barricades		
Market St from Vine to Cold Springs	cone a running lane on the south side of the street		

# Lockport Y-10

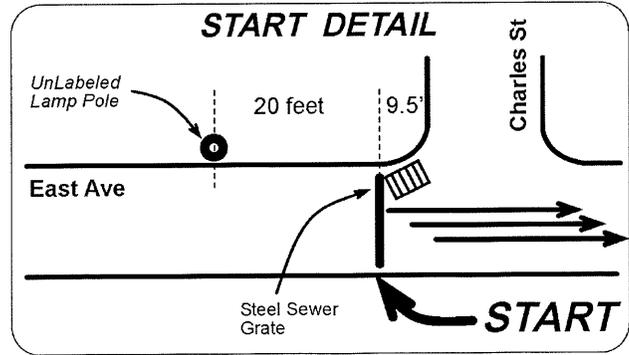
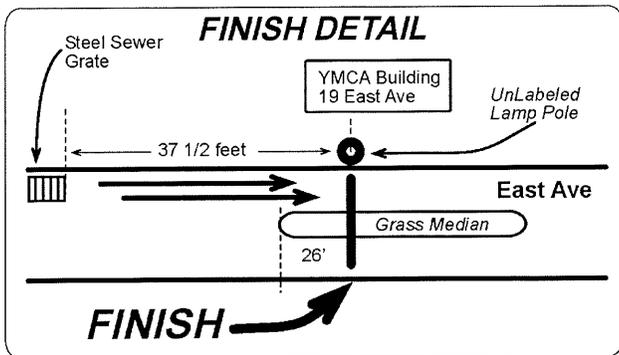
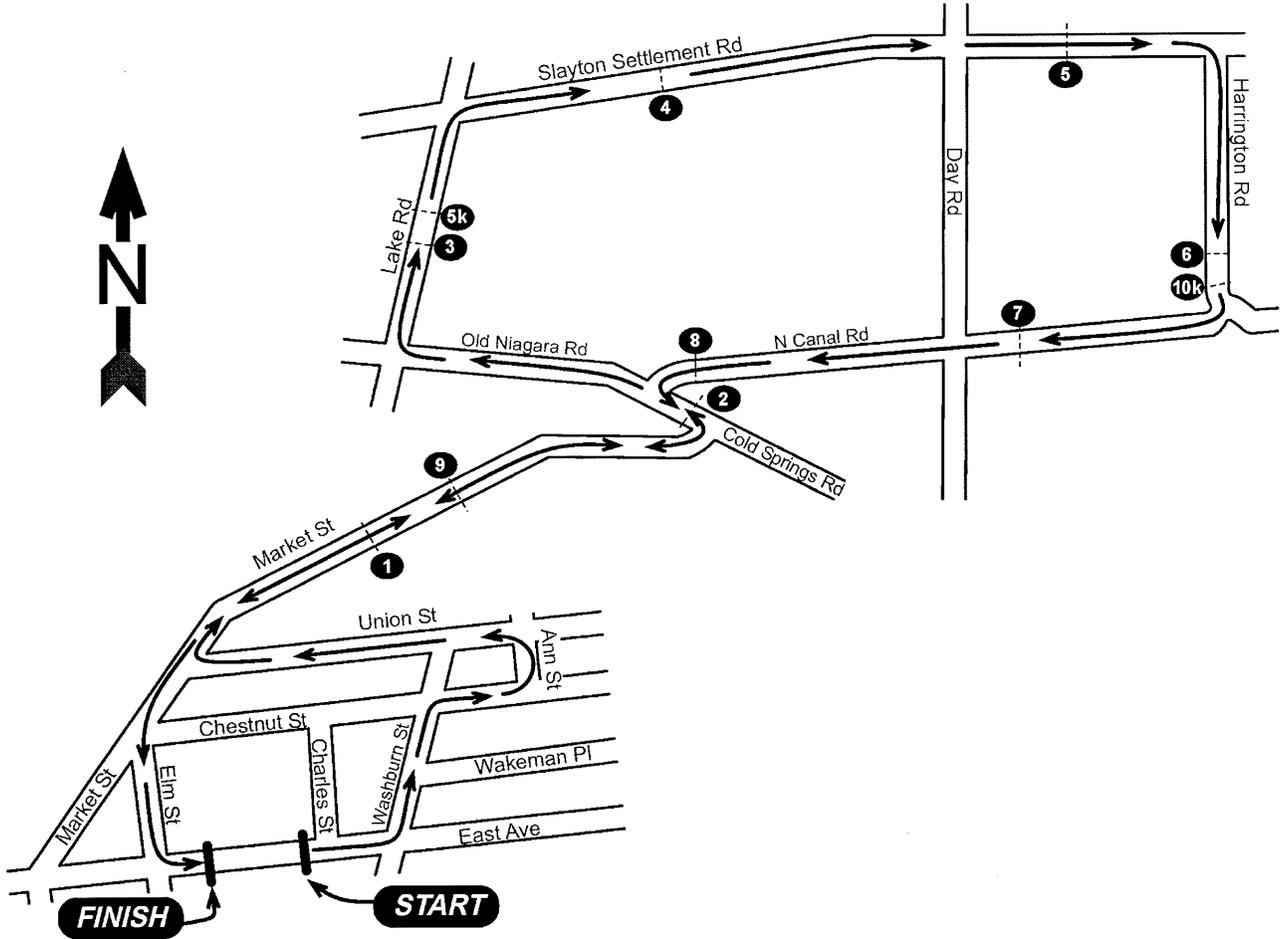
## Lockport, NY



### Certified Course NY15001JJ

Effective: 1/02/2015  
Through: 12/31/2025

Course Distance:	10 Miles
Date Measured:	December 28, 2014
Measured By:	Jeff John <i>BuffaloRunners.com</i>
Calibration Course:	NY14001JJ
Notes:	Map not to scale. Runners may have use of entire road surface.



NY15001JJ  
January 3, 2015

## Lockport Y-10 Mile and Kilometer Splits

<b>START</b>	43 East Ave, and at the NW corner of intersect of East Ave and Charles St, and 20' east of unlabeled Lamp Pole north side of East Ave, and 9.5 feet east of the plane of the west edge of Charles St, and at the west corner of steel sewer grate at the NW corner of the intersection.
<b>1 MILE</b>	391 Market St and 4 feet past pole # NYT 34, which is past (east of) Adam St.
<b>2 MILE</b>	On Cold Springs Rd, mid-bridge, 200 feet past intersect with Market St.
<b>3 MILE</b>	On Lake Ave before (south of) Heather Dr, and at pole NYSEG 43 / NYT 45, and 212 feet before (south of) Heather Dr.
<b>5K</b>	On Lake Ave, past (north of) Heather Dr, and 50 feet before (south of) pole NYSEG 48, and 100 feet before MBX of 4419 Lake Ave.
<b>4 MILE</b>	6655 Slayton Settlement Rd, and 12 feet before MBX of 6655 Slayton Settlement Rd.
<b>5 MILE</b>	7095 Slayton Settlement Rd, and 86.5 feet past (east of) pole # NYSEG 1415 / 53.
<b>6 MILE</b>	On Harrington Rd, and 157 feet past (south of) hydrant at 4393 Harrington Rd.
<b>10K</b>	On Harrington Rd at start of curve in road, and 95 feet past hydrant # 5, and 54 feet before yellow bridge clearance sign: 12' 9".
<b>7 MILE</b>	N Canal Rd before (east of) Day Rd, and 15 feet before yellow left-arrow sign, and 462 feet before (east of Day Rd).
<b>8 MILE</b>	At MBX of 6629 N Canal Rd
<b>9 MILE</b>	at 537 Market St
<b>15K</b>	at 365 / 355 Market St, and 25 feet before (east of) pole # NYT 31.
<b>FINISH</b>	At 19 East Ave in front of the YMCA building and exactly at the vertical center of the unlabeled lamp pole in front of main "Y" entrance, and 26 feet east of the west edge of the center median, and 37' 6" past (east of) steel sewer grate on north side of road.



**Road Running Technical Council  
USA Track & Field**

# Measurement Certificate

recognized by



Name of the course Lockport Y-10 Distance 10 Miles

Location (state) New York (city) Lockport

Type of course: road race  calibration  track  Configuration: Complex of loops

Type of surface: paved 100 % dirt - % gravel - % grass - % track - %

Elevation (meters above sea level) Start 188 Finish 188 Highest 188 Lowest 115

Straight line distance between start & finish 79 meters Drop 0 m/km Separation 0.5 %

Measured by (name, address, phone & e-mail) Jeff John, PO Box 608, Amherst NY 14226  
jeff@BuffaloRunners.com

Race contact (name, address, phone & e-mail) Jeff Tracy, 19 East Ave, Lockport NY 14094  
jeff@score-this.com

Measuring Methods: bicycle  steel tape  electronic distance meter

Number of measurements of entire course: 2 Date(s) when course measured: December 28, 2014

Race date: February 14, 2015 Course certification effective date: January 3, 2015

Certification code: NY15001JJ

Notice to Race Director: Use this Certification Code  
in *all* public announcements relating to your race.

## *Be It Officially Noted That*

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

**Verification of Course** — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

*This certification expires on December 31 in the year*

2025

**AS NATIONALLY CERTIFIED BY:**

*Jeffrey D John*

Date: January 3, 2015

Jeff John, USATF/RRTC Certifier | PO Box 608 Amherst NY 14226 | (716) 982-4779 | Jeff@BuffaloRunners.com

Date: \_\_\_\_\_

RRTC Chairperson

Whereas, General City Law 20(3) authorizes the City to accept donations from individuals or organizations, and to use said donations per the restrictions placed on them by the donor, regardless of minimum value; now, therefore, be it

Resolved, that the Mayor and Common Council do hereby extend thanks and appreciation to Niagara's Choice Credit Union for a donation of \$299.88 to be used as a reimbursement for the purchase of Christmas Lights for the City's Canal Street Gazebo Lighting Ceremony which took place on December 13, 2025; and

Resolved that the FY 2025 General Fund budget be amended as follows:

Revenue		
Increase		
A.0000.32705	Gifts and Donation	\$299.88
Expenditures		
Increase		
A.1620.54077	Conts. & Maint. Supplies	\$299.88



3619 Packard Rd  
 Niagara Falls, NY 14303  
 (716) 284-4110  
 Niagara's Choice FCU  
 Niagara Falls, NY

1070

50-8154/2223

DATE  
 12/3/2025

AMOUNT  
 \$ 299.88\*\*

TO THE ORDER OF  
 City of Lockport  
 PAY Two Hundred Ninety-Nine and 88/100 USD

City of Lockport  
 ATTN: Chris Landry  
 1 Locks Plaza  
 Lockport, NY 14094



*Mary E Smith*

Security Features: Details on back

Memo: Christmas Lights Donation 2025

⑈001070⑈ ⑆222381549⑆ 91174010010005⑈



*Chris Hall*

**How doers  
get more done.**

5730 SOUTH TRANSIT ROAD  
LOCKPORT, NY 14094 (716)439-4898

1268 00002 26126 1/19/25 08:25 AM  
SALE CASHIER CINDY

029944603764 100WCS <A>  
100L WW FACETED C9 LED STEADY LIT  
6049.98 299.88N

*Christians  
Lights*

SUBTOTAL 299.88  
SALES TAX 0.00

TAX EXEMPT

TOTAL \$299.88

XXXXXXXXXXXX0671 HOME DEPOT 299.88  
AUTH CODE 019998/8024893 TA

CITY OF LOCKPORT  
LANDRY CHRIS

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6750 SUMMARY  
THIS RECEIPT PO/JOB NAME: CANAL STREERT

2025 PRO XTRA SPEND 11/18: \$12,442.39

Get the CREDIT LINE your business needs  
PLUS earn Perks 4X FASTER when you join  
Pro Xtra, register, & use your Pro Xtra  
Credit Card. Apply and SAVE UP TO \$100.  
Learn more at [homedepot.com/credit](http://homedepot.com/credit)

1268 11/19/25 08:25 AM



1268 02 26126 11/19/2025 5199

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 11 365 11/19/2026



How doers  
get more done.

5730 SOUTH TRANSIT ROAD  
LOCKPORT, NY 14094 (716) 439-4898

1268 00002 26126 11/19/25 08:25 AM  
SALE CASHIER CINDY

029944603764 100WWC9 <A>  
100L WW FACETED C9 LED STEADY LIT  
6049.98 299.88N

SUBTOTAL 299.88  
SALES TAX 0.00

TAX EXEMPT  
TOTAL \$299.88  
XXXXXXXXXXXX0671 HOME DEPOT 299.88  
AUTH CODE 019998/8024893 TA

CITY OF LOCKPORT  
LANDRY CHRIS

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Pro Xtra, register, & use your Pro Xtra  
Credit Card. Apply and SAVE UP TO \$100.  
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1268 11/19/25 08:25 AM



1268 02 26126 11/19/2025 5199

RETURN POLICY DEFINITIONS

POLICY ID DAYS POLICY EXPIRES ON  
A 11 365 11/19/2026



December 22, 2025

Honorable John Lombardi, III  
Mayor  
City of Lockport  
One Locks Plaza  
Lockport, NY 14094

Re: City of Lockport  
Preparation of 2025 Combined Sewer Overflow Report  
File No. 26P1-0007

Dear Mayor Lombardi:

Nussbaumer & Clarke, Inc. (Nussbaumer) is pleased to provide this proposal for the preparation of the City of Lockport 2025 Combined Sewer Overflow (CSO) report. Upon completion, this annual report is to be submitted to the New York State Department of Environmental Conservation (NYSDEC). Nussbaumer has developed the following Scope of Work for the preparation of the report.

**SCOPE OF WORK:**

- Meet with appropriate City of Lockport (City) personnel to review existing project information and establish project objectives and milestones.
- Collect relevant available data from City records, including CSO inspection forms completed by the City, sewer evaluations, and work reports for inclusion with the report.
- Based upon information provided by the City, prepare and submit a draft of the 2025 CSO report to the City for review and comment.
- Finalize the draft CSO report based upon City review comments.
- Submit the CSO BMP Annual Report online via the NYSDEC Form Portal by January 31, 2026.

**COMPENSATION AND PAYMENT:**

Nussbaumer proposes to complete the previously presented Scope of Work for a Lump Sum Fee of \$3,000.00.

Costs shall be billed monthly based on the engineer's estimate of work performed, as determined by Nussbaumer. Amounts billed are due and payable upon receipt of the invoice.



Nussbaumer appreciates the opportunity to submit this proposal, and we look forward to once again working with the City of Lockport on this project. Please contact Nussbaumer at your convenience with any questions that you may have.

Upon acceptance of our proposal, please sign where indicated below and return a copy to our office. This will then serve as our Agreement and Notice to Proceed. We are prepared to begin work immediately on this project upon receipt of Notice to Proceed.

If you have any questions, please feel free to contact us at your convenience.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Caroline C. Bukowski, P.E.  
Senior Project Engineer

Michael T. Marino, P.E.  
Chief Executive Officer

Attachment – Schedule A

Accepted by: **CITY OF LOCKPORT**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE "A"

By accepting this proposal, the Client ("Client") agrees to the following terms and conditions incorporated into the resulting agreement ("Agreement") between the Client and Nussbaumer & Clarke, Inc. ("Nussbaumer") for the work covered in the proposal ("Work").

### **BASIS OF SERVICES**

If required, the Client shall arrange or establish Nussbaumer's right to enter the property. If the Client does not own the site, Nussbaumer shall require reasonable verification that permission to enter the site has been granted.

Quantities and cost estimates are subject to change due to, but not limited to, actual field conditions encountered, additions or changes to the Work, and changes in conditions on which estimates were based. The Client acknowledges and agrees that Nussbaumer was entitled to and did in fact rely on the information provided by the Client in performing estimates concerning the Work as embodied in this proposal.

### **DELIVERABLES**

Electronic files, drawings, calculations, records, and all other work products generated in connection with the Work are the property of Nussbaumer and may not be used without written permission. Drawings may be filed with the County or Municipality if the drawings were produced for that purpose. Electronic files and/or reproducible documents will be furnished at cost for preparing same and will be noted as a copy. Except for original submittals, any plans ordered or used in connection with the Work will be billed at cost.

### **FEES AND EXTRA WORK**

All fees quoted are for the Work as outlined. Any work not ordered will not be billed. Any work not included in the Agreement or any additional items which may be necessary to comply with applicable laws, codes, rules, regulations, or standards made effective after this proposal will be charged as extras on a time and expense basis or at a mutually agreed upon fixed fee. No extra work will be performed by Nussbaumer unless written approval is received from the Client, and a fee is negotiated.

It is understood that the fees quoted herein for the Work are subject to change upon written notice to the Client should unforeseen complications and/or problems develop during the Work. Any revisions to the Work caused by Client, Municipality, County, Governmental, or Governing Agencies, jurisdictional authorities, permitting agencies, approval agencies, funding agencies, utility companies, other stakeholders, and involved parties; to the extent they increase Nussbaumer's costs of performance under the Agreement, shall be billed in accordance with our hourly billing rates, provided upon request.

### **INVOICING AND PAYMENT**

Nussbaumer shall render invoices to Client monthly as set forth in this proposal. Client shall promptly review invoices and notify Nussbaumer of any objection thereof; absent such objection in writing within fifteen (15) days of the date of the invoice, the invoice shall be deemed proper and acceptable. Invoices shall be due and payable in full by the Client to Nussbaumer within 30 days of billing. If payment is not received within 60 days of billing, Client shall be considered in breach of contract and Nussbaumer reserves the right to stop Work under this Agreement, or work under any other agreement with the Client, until such time that all Work is paid in full, including interest at 1.5% per month commencing at the 60<sup>th</sup> day from billing. If applicable, all outstanding unpaid invoices must be paid in full prior to filing of the Map Cover with the county Clerk's Office.

No documents will be released unless all fees have been paid for Work completed. The Client agrees that Nussbaumer will not be responsible for providing copies of records generated for this project in case of loss of records by fire, theft, or other causes. Copies of the finished product will be furnished upon payment of the cost of reproductions.

It is also agreed and understood that if Nussbaumer finds it necessary to take legal action for collection of any outstanding amounts due under this Agreement, the Client herein agrees to pay all costs of litigation, including legal fees, court costs, filing and/or recording fees as well as costs involving time spent in preparation for litigation and/or legal proceedings. Should legal proceedings be initiated, it is understood that all proceedings would take place in Erie County, New York. This Agreement, the Work, and any disputes relating to either the Agreement or the Work shall be governed by the laws of the State of New York, without regard to conflicts of law rules.

## **STANDARD OF CARE**

The standard of care for all professional services performed or furnished by Nussbaumer under this Agreement will be the care and skill ordinarily used by members of the surveying and/or engineering profession(s) practicing under similar circumstances at the same time and in the same locality. Nussbaumer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the company.

Any opinions of probable project cost or probable construction cost provided by Nussbaumer are made based on information available to Nussbaumer and Nussbaumer's experience and qualifications; represents its judgment as an experienced and qualified professional engineer. However, since Nussbaumer has no control over the cost of labor, materials, equipment, services furnished by others, contractors methods of determining prices, competitive bidding, or market conditions. Nussbaumer does not guarantee that proposals, bids, actual project, or construction cost will not vary from opinions of probable cost Nussbaumer prepares.

Construction cost does not include Nussbaumer's compensation or expenses, the cost of land, rights of way, or compensation for properties. Construction cost also does not include Clients legal, accounting, or insurance services; or interest and financing charges incurred in connection with construction, or the cost of services provided by others.

## **INDEMNIFICATION**

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Nussbaumer and its officers, directors, members, partners, agents, employees, and consultants, to Client and/or owner and anyone claiming by, through, or under Client and/or owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Work from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Nussbaumer or its officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Nussbaumer for the Work. Nussbaumer shall not be liable to the Client under any circumstances for indirect, special, incidental, or consequential damages, nor shall Nussbaumer be liable to the Client for lost revenue or profits of any nature or character.

To the fullest extent permitted by law, the Client agrees to indemnify and hold Nussbaumer, along with its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, and employees (collectively "Indemnitees") harmless from, against and for all claims by third parties ("Third-Party Claims"), which are caused by the negligence or willful misconduct of the Client or its employees, agents, consultants, or anyone acting by, through, on behalf of, or under the Client. Notwithstanding the foregoing or anything else in the Agreement, the Client's indemnification obligations do not apply to any Indemnitee for any portion of any Third-Party Claims caused by the negligence of such Indemnitee.

## **CLAIMS AND DISPUTES**

All claims or disputes of any kind arising out of the relationship between Client and Nussbaumer shall be submitted to mediation prior to filing suit. All mediation shall be conducted under the Commercial Rules of the American Arbitration Association, with the mediation costs equally borne between the two parties. The language to be used in mediation shall be English. Any action filed between the parties shall be filed in the state or federal courts in and for Erie County, New York. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. If any part of this Agreement is found to conflict with applicable laws, such part shall be null and void, but the remainder of this Agreement shall be in full force and effect.

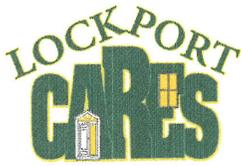
## **TERMINATION**

The parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements concerning or relating to the Work other than as contained in the Agreement. All previous negotiations and agreements between the parties concerning or relating to the Work are merged into the Agreement. Modifications of the Agreement must be in writing, except to the extent that the invoice may include, and Client shall be obligated to pay, fees or expenses that were orally authorized to proceed promptly with the Work.

This Agreement, unless previously terminated by written notice, shall be terminated by completion of the Work. Termination before completion shall be accompanied by payment for Work completed to that date at per diem rates set forth in the hourly billing rates, provided upon request.

## **PROPOSAL PERIOD**

This proposal shall be valid for a period of 30 days, after which Nussbaumer shall have the right to revise any portion thereof. It is also understood that fees quoted herein shall be subject to a 10% increase for those phases of Work not yet completed after a period of one year from date of authorization to proceed.



6  
**Lockport C.A.R.E.S., Incorporated**  
188 and 192 Genesee Street  
PO Box 586, Lockport, NY 14095  
Phone: 716-438-2273  
Shelter: 716-280-3444  
info@lockportcares.org

Thursday, December 4, 2025

Lockport City Council  
Lockport City Hall  
One Locks Plaza  
Lockport, NY 14094

Dear Council Members,

Lockport CARES is once again holding a fundraiser event on February 28, 2026 called "Coldest Night of the Year." This event will consist of either a 2.5km or 5km walk over a designated route through the City of Lockport between 4:00 pm and 7:00 pm that day.

We are requesting a permit and have provided a map of our proposed route for your review and approval. The 5km walk would be the same route, with the walkers covering the distance twice.

We're thankful for the support that the City of Lockport gives to our mission to provide shelter to the city's homeless population. We're grateful for your help in making the "Coldest Night of the Year" event a success!

With our gratitude,

*Mark H. Liddell*  
Mark Liddell  
Board Director / Event Chair  
716-957-0563

*Ebony Singletary*  
Rev. Ebony Singletary  
Executive Director  
716-438-2273





Bike Path

Map View ▼

**City Clerk**

---

**From:** Colleen Daddario <Colleen.Daddario@niagarahospice.org>  
**Sent:** Thursday, November 20, 2025 3:49 PM  
**To:** cityclerk@lockportny.gov  
**Subject:** [EXTERNAL] Niagara Hospice Gran Fondo  
**Attachments:** 2026 Announce City of Lockport Resolution Request.docx; City of Lockport DOT Letter 2026.docx

Hello Emily,

I hope you're doing well. I'm reaching out as we begin planning for the 2026 Hospice Gran Fondo, our annual cycling event supporting Niagara Hospice. We are looking to schedule the ride for **Saturday, August 1, 2026**, and we hope we can count on your support again this year.

The Gran Fondo continues to be one of our most impactful fundraising events, bringing in approximately 350 riders from across Western New York. Thanks to partners like you, we are able to provide essential services and compassionate care to patients and families in our community.

For 2026, all routes will remain the same as the 2025 ride, and we are looking forward to another successful and memorable year.

Please review the attached documents. One is to request the city resolution of the Gran Fondo for the August 1<sup>st</sup> date. We will need the decision of this resolution back (no signature for this). The other letter is for our DOT approval, please **print it on your official letterhead**, and return it to me **signed**, either by mail or by email. Your prompt response will help us keep our planning on track.

Thank you for your continued support and for all you do to help make this event possible. Please feel free to reach out with any questions.

Colleen Daddario  
Event Specialist  
Niagara Hospice  
4675 Sunset Dr., Lockport, NY 14094  
716-280-0728 / [colleen.daddario@niagarahospice.org](mailto:colleen.daddario@niagarahospice.org)



Since 1988, Niagara Hospice has provided expert end-of-life care and caregiver relief to more than 30,000 Niagara County families facing a terminal illness. Doctors, pharmacists, nurses, social workers, counselors, aides and volunteers collaborate to bring comfort, dignity and guidance that enhances quality of life for the entire family during challenging times. Symptom management and support services are available in the home, skilled nursing facilities, hospitals, adult homes, David's Path at Schoellkopf Health Center in Niagara Falls, Jeanne's House at Northgate Health Care Facility in North Tonawanda and Hospice House in Lockport. As the

**Attn: Clayton Dimmick**  
**City of Lockport Clerk's Office**  
**1 Locks Plaza**  
**Lockport, NY 14094**  
**November 20, 2025**

Dear Mr. Dimmick,

Thank you for your continued support of the Hospice Gran Fondo.

We are planning for a great event this year and we would like to request **Saturday, August 1<sup>st</sup>, 2026** for this year's race. We plan to keep the same three routes as we did last year with our start and finish line at Niagara Hospice, 4675 Sunset Drive in Lockport. We would also like to request the closure of W. Jackson St. from 7:00am-1:00pm on Saturday, August 1<sup>st</sup>, 2026.

I would be glad to come and discuss the event if needed and answer any questions you might have. We are looking forward to this year and appreciate your continued support. If you have any questions or concerns, please feel free to contact me at 716-280-0766.

Sincerely,

Allison Bolt  
***Special Events Coordinator***  
Niagara Hospice  
4675 Sunset Drive  
Lockport, NY 14094

To Whom It May Concern,

I would like to confirm that City of Lockport is aware of The Hospice Gran Fondo charity bike ride is to be held on Saturday, August 1<sup>st</sup>, 2026.

The details of the event have been presented to us and we are aware that local police and fire departments have committed to providing volunteers to help with traffic control before, during, and after the ride. If you have any questions or need to contact me, I can be reached at

\_\_\_\_\_.

We are hoping for a safe and enjoyable event that will benefit Niagara Hospice and have a positive impact on our community.

Sincerely,

Clayton Dimmick

8



# OPTIMIST CLUB OF LOCKPORT

SERVING THE YOUTH OF LOCKPORT SINCE 1948

Dec. 15, 2025

City of Lockport  
City Clerk's Office  
One Locks Plaza  
Lockport, NY 14094

RECEIVED  
DEC 30 2025  
CITY CLERK OFFICE

Re: 50th Annual Lockport Optimist Outdoor Arts & Craft Festival

This letter is a request from the Optimist Club of Lockport for permission to hold their annual arts and craft show on Main Street (Saxton St. to Washburn St.) in Lockport June 27th & 28th 2026. The show will be open from 10:00 AM to 5:00pm. The streets will be blocked off 7:00AM each day to allow vendors time to set up their booths and remove their vehicles from the show area. We will open the street back up for thru traffic as soon as it is safe to do so. We would request that the area from Market St. north to Chestnut St. as well as the immediate show area be off limits for vendors not having a valid Lockport Outdoor Arts & Crafts show permit.

We are also asking for use of the city's trash barrels and wooden barricades. As we have in the past we would like permission to keep our golf cart at the police garage overnight Friday and Saturday. We will pick it up Saturday and Sunday mornings for use during the show.

The city will be named on an insurance binder for this event as done in the past. A copy will be given to the city clerks' office before the show.

Thank you for your consideration and continued support of this event. If there are any questions regarding the above please contact me at (716)434-2207.

Sincerely,

Ed Sandusky  
43 Woodbury Dr.  
Lockport, NY 14094

epsandusky@verizon.net

MATTHEW SANDUSKY - PRESIDENT    ED SANDUSKY - VICE PRESIDENT  
DAVID AZZINARO - SECERTARY/TREASURER



### City of Lockport - Resolution Request Form

Agenda Description: <b>FIRE MOA Retro Wages</b>																									
Presented By: <b>DPC</b>	Date Submitted: <b>1/5/2026</b>																								
Topic Area (Select Most Applicable Option):																									
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Community Event</td><td style="width: 50%;"><input type="checkbox"/></td></tr> <tr><td>Budget Amendment</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>Contract Approval</td><td><input type="checkbox"/></td></tr> <tr><td>Donation Acceptance</td><td><input type="checkbox"/></td></tr> <tr><td>Grant Application / Award</td><td><input type="checkbox"/></td></tr> <tr><td>Fund Utilization Request</td><td><input type="checkbox"/></td></tr> </table>	Community Event	<input type="checkbox"/>	Budget Amendment	<input checked="" type="checkbox"/>	Contract Approval	<input type="checkbox"/>	Donation Acceptance	<input type="checkbox"/>	Grant Application / Award	<input type="checkbox"/>	Fund Utilization Request	<input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Local Law Change</td><td style="width: 50%;"><input type="checkbox"/></td></tr> <tr><td>Community Development</td><td><input type="checkbox"/></td></tr> <tr><td>Community Event</td><td><input type="checkbox"/></td></tr> <tr><td>Engineering Process</td><td><input type="checkbox"/></td></tr> <tr><td>Code and Planning</td><td><input type="checkbox"/></td></tr> <tr><td>Other</td><td><input type="checkbox"/></td></tr> </table>	Local Law Change	<input type="checkbox"/>	Community Development	<input type="checkbox"/>	Community Event	<input type="checkbox"/>	Engineering Process	<input type="checkbox"/>	Code and Planning	<input type="checkbox"/>	Other	<input type="checkbox"/>
Community Event	<input type="checkbox"/>																								
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Engineering Process	<input type="checkbox"/>																								
Code and Planning	<input type="checkbox"/>																								
Other	<input type="checkbox"/>																								
<i>Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.</i>																									
<b>Summary of Resolution:</b>  City and Fire Union signed an MOA to adjust terms of CBA, which resulted in retro wages to be paid out to Union members. This was to be done in 3 parts. PMT #1 & #2 to be done in 2025 and PMT #3 to be done in 2026. This resolution is moving funds from the 2026 contingency account to the fire department wages line to cover payment #3 of 3 for this MOA.																									
<b>Explanation of Attachments:</b>  1) Resolution 2) 2026 Appropriated Budget Worksheet - General Fund Contingency Account																									
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: _____																									
<b>Clerk/Legal/Finance Approval:</b>																									
Notes:																									
Name:	Date of Approval:																								

**FIRE UNION RESO**

**WHEREAS**, the Common Council previously approved Resolution No. 121824.4, authorizing an increase in certification pay for members of the City of Lockport Fire Department; and

**WHEREAS**, implementation of said resolution requires increased expenditures for Fire Department personnel, including retroactive certification pay; and

**WHEREAS**, said retroactive certification pay was structured to be paid in three (3) equal installments; and

**WHEREAS**, the first and second installments were paid during the 2025 fiscal year, and the third and final installment is scheduled to be paid during the 2026 fiscal year; and

**WHEREAS**, the City's adopted FY 2026 General Fund budget includes sufficient appropriations within the Contingency account to fund the final retroactive payment and associated payroll costs; and

**WHEREAS**, the City of Lockport remains committed to maintaining a balanced budget while meeting its contractual and operational obligations;

**NOW, THEREFORE, BE IT RESOLVED**, that the FY 2026 General Fund Budget is hereby amended as follows:

<u>Decrease</u>		
A.1900.54775	Contingency	\$ 33,488
<u>Increase</u>		
A.3410.51010	Full Time Wages	\$23,567
A.3410.58010	FICA	\$1,803
A.3410.58050	Retirement	\$8,118

Account	Account Description	2026 Adopted			
<b>Fund A - General Fund</b>					
EXPENSE					
Department <b>1900 - Special Items</b>					
<i>Contractual</i>					
54775	Contingency	1,298,265.00			
Budget Transactions					
<i>Level</i>	<i>Transaction</i>		<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
Adopted	Contingency		1.0000	367,500.00	367,500.00
Adopted	Fire Fighter MOA Retro - FICA		1.0000	1,803.00	1,803.00
Adopted	Fire Fighter MOA Retro - Retirement		1.0000	8,118.00	8,118.00
Adopted	Fire Fighter MOA Retro - Wages		1.0000	23,567.00	23,567.00
Adopted	Police MOA Retro - FICA		1.0000	48,057.00	48,057.00
Adopted	Police MOA Retro - Retirement		1.0000	201,023.00	201,023.00
Adopted	Police MOA Retro - Wages		1.0000	628,197.00	628,197.00
			<b>Adopted Totals</b>		<b>\$1,298,265.00</b>
<i>Contractual Totals</i>		<b>\$1,298,265.00</b>			
Department	<b>1900 - Special Items Totals</b>	<b>\$1,298,265.00</b>			
EXPENSE TOTALS		<b>\$1,298,265.00</b>			
Fund	<b>A - General Fund Totals</b>	<b>\$1,298,265.00</b>			
EXPENSE TOTALS		<b>\$1,298,265.00</b>			
Fund	<b>A - General Fund Totals</b>	<b>(\$1,298,265.00)</b>			
Net Grand Totals					
REVENUE GRAND TOTALS		<b>\$0.00</b>			
EXPENSE GRAND TOTALS		<b>\$1,298,265.00</b>			
Net Grand Totals		<b>(\$1,298,265.00)</b>			

## City of Lockport - Resolution Request Form

Agenda Description: <b>Police MOA Retro Wages</b>																											
Presented By: <b>DPC</b>	Date Submitted: <b>1/5/2026</b>																										
<b>Topic Area (Select Most Applicable Option):</b>																											
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Community Event</td><td style="width: 40px; border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Budget Amendment</td><td style="border: 1px solid black; text-align: center;">✓</td></tr> <tr><td style="padding: 2px;">Contract Approval</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Donation Acceptance</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Grant Application / Award</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Fund Utilization Request</td><td style="border: 1px solid black;"></td></tr> </table> </td> <td style="width: 50%; border: none;"> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Local Law Change</td><td style="width: 40px; border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Community Development</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Community Event</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Engineering Process</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Code and Planning</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Other</td><td style="border: 1px solid black;"></td></tr> </table> </td> </tr> </table>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Community Event</td><td style="width: 40px; border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Budget Amendment</td><td style="border: 1px solid black; text-align: center;">✓</td></tr> <tr><td style="padding: 2px;">Contract Approval</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Donation Acceptance</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Grant Application / Award</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Fund Utilization Request</td><td style="border: 1px solid black;"></td></tr> </table>	Community Event		Budget Amendment	✓	Contract Approval		Donation Acceptance		Grant Application / Award		Fund Utilization Request		<table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Local Law Change</td><td style="width: 40px; border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Community Development</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Community Event</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Engineering Process</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Code and Planning</td><td style="border: 1px solid black;"></td></tr> <tr><td style="padding: 2px;">Other</td><td style="border: 1px solid black;"></td></tr> </table>	Local Law Change		Community Development		Community Event		Engineering Process		Code and Planning		Other		
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Community Event																											
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Code and Planning																											
Other																											
<small>Please provide to Clerk at least <u>9 calendar days</u> prior to Council meeting. Otherwise request will go to following meeting.</small>																											
<b>Summary of Resolution:</b>  City and Police Union signed an MOA to adjust terms of CBA, which resulted in retro wages to be paid out to Union members. This was to be done in 3 parts. PMT #1 to be done in 2025 and PMT #2 & #3 to be done in 2026. This resolution is moving funds from the 2026 contingency account to the police department wages line to cover payment #2 & #3 of 3 for this MOA.																											
<b>Explanation of Attachments:</b>  1) Resolution 2) 2026 Appropriated Budget Worksheet - General Fund Contingency Account																											
<small>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: _____</small>																											
<b>Clerk/Legal/Finance Approval:</b>																											
<b>Notes:</b>																											
<b>Name:</b>	<b>Date of Approval:</b>																										

**POLICE UNION RESO**

**WHEREAS**, the Common Council previously approved Resolution No. 072325.8, authorizing a Memorandum of Agreement (MOA) between the City of Lockport and the Hickory Club Benevolent Association, establishing the terms of a Collective Bargaining Agreement (CBA) covering the period from the expiration of the prior agreement through December 31, 2026; and

**WHEREAS**, implementation of said MOA requires increased expenditures for Police Department personnel, including retroactive wage payments for the period January 1, 2024 through August 28, 2025; and

**WHEREAS**, said retroactive wage payments were structured to be paid in three (3) installments, with one installment paid during the 2025 fiscal year and the remaining two installments scheduled to be paid during the 2026 fiscal year; and

**WHEREAS**, the City's adopted FY 2026 General Fund budget includes sufficient appropriations within the Contingency account to fund the remaining retroactive payments and associated payroll costs; and

**WHEREAS**, the City of Lockport remains committed to maintaining a balanced budget while meeting its contractual and operational obligations;

**NOW, THEREFORE, BE IT RESOLVED**, that the FY 2026 General Fund Budget is hereby amended as follows:

**Expense:**

<u>Decrease</u>		
A.1900.54775	Contingency	\$877,277
<u>Increase</u>		
A.3120.51010	Full Time Wages	\$628,197
A.3120.58010	FICA	\$48,057
A.3120.58050	Retirement	\$201,023

Account	Account Description	2026 Adopted			
<b>Fund A - General Fund</b>					
EXPENSE					
Department: <b>1900 - Special Items</b>					
Contractual					
54775	Contingency	1,298,265.00			
Budget Transactions					
<i>Level</i>	<i>Transaction</i>		<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
Adopted	Contingency		1.0000	387,500.00	387,500.00
Adopted	Fire Fighter MOA Retro - FICA		1.0000	1,803.00	1,803.00
Adopted	Fire Fighter MOA Retro - Retirement		1.0000	8,118.00	8,118.00
Adopted	Fire Fighter MOA Retro - Wages		1.0000	23,567.00	23,567.00
Adopted	Police MOA Retro - FICA		1.0000	48,057.00	48,057.00
Adopted	Police MOA Retro - Retirement		1.0000	201,023.00	201,023.00
Adopted	Police MOA Retro - Wages		1.0000	628,197.00	628,197.00
			<b>Adopted Totals</b>		<b>\$1,298,265.00</b>
<i>Contractual Totals</i>		<b>\$1,298,265.00</b>			
Department	<b>1900 - Special Items Totals</b>	<b>\$1,298,265.00</b>			
EXPENSE TOTALS		<b>\$1,298,265.00</b>			
Fund A - General Fund Totals		<b>\$1,298,265.00</b>			
EXPENSE TOTALS		<b>\$1,298,265.00</b>			
Fund A - General Fund Totals		<b>(\$1,298,265.00)</b>			
Net Grand Totals					
REVENUE GRAND TOTALS		<b>\$0.00</b>			
EXPENSE GRAND TOTALS		<b>\$1,298,265.00</b>			
Net Grand Totals		<b>(\$1,298,265.00)</b>			

### City of Lockport - Resolution Request Form

Agenda Description: <b>Emergency Declaration - Sewer Collapse</b>			
Presented By: <b>DPC</b>	Date Submitted: <b>1/8/2026</b>		
<b>Topic Area (Select Most Applicable Option):</b>			
Community Event	<input type="checkbox"/>	Local Law Change	<input type="checkbox"/>
Budget Amendment	<input checked="" type="checkbox"/>	Community Development	<input type="checkbox"/>
Contract Approval	<input type="checkbox"/>	Community Event	<input type="checkbox"/>
Donation Acceptance	<input type="checkbox"/>	Engineering Process	<input type="checkbox"/>
Grant Application / Award	<input type="checkbox"/>	Code and Planning	<input type="checkbox"/>
Fund Utilization Request	<input type="checkbox"/>	Other	<input type="checkbox"/>
<i>Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.</i>			
<b>Summary of Resolution:</b>			
To ratify emergency sewer repairs for two December 2025 breaks, approve payment to R.I.C. Plumbing Inc., and amend the FY 2025 Sewer Fund Budget, while explaining why emergency purchasing was needed instead of following the usual procurement rules.			
<b>Explanation of Attachments:</b>			
1) Resolution 2.) Emergency Declaration – Oakhurst 3) Oakhurst Invoice 4) Emergency Declaration – State St 5) Invoice – State St 6) Budget Performance Report – 8120 7) Budget Performance Report – H205			
<small>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: _____</small>			
<b>Clerk/Legal/Finance Approval:</b>			
<b>Notes:</b>			
Name:		Date of Approval:	

**WHEREAS**, Section 53(4) of the New York State General Municipal Law authorizes municipalities to make purchases in the event of an emergency involving a threat to the health, safety, welfare, property, or taxpayers of the City of Lockport; and

**WHEREAS**, the City's Wastewater Treatment Department, in coordination with the Mayor's Office and the Department of Finance, was required to utilize emergency purchasing authorization due to an unexpected sewer main break at the intersection of State Road and Amelia Street on December 24, 2025, necessitating immediate repair services; and

**WHEREAS**, the City's Wastewater Treatment Department, in coordination with the Mayor's Office and the Department of Finance, was required to utilize emergency purchasing authorization due to an unexpected sewer main break on Oakhurst Street on December 13, 2025, necessitating immediate repair services; now, therefore, be it

**RESOLVED**, that the Common Council hereby acknowledges and ratifies the use of emergency authorization, to contract with R.I.C. Plumbing Inc. for emergency sewer main repairs associated with the sewer main breaks that occurred on December 13, 2025 in the amount of \$14,690, to be funded from Sewer Fund contingency, and December 24, 2025 in the amount of \$47,922.50, to be funded from the City's sewer infrastructure capital project; and be it further

**RESOLVED**, that the FY 2025 Sewer Fund Budget is hereby amended as follows:

Expenditures

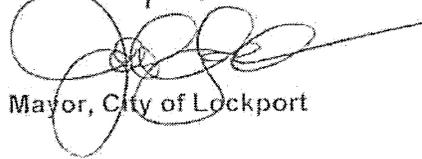
Decrease		
G.1900.54775	Contingency	\$14,690
Increase		
G.8120.54055	Professional Services	\$14,690

## MAYORAL EMERGENCY DECLARATION

On December 13, 2025, the City of Lockport experienced an unexpected water main break located on Oakhurst St. A call was placed to the city informing us of water seeping out of the road, ultimately flooding the septic system, basement, and yard of the homeowner located at 79 Oakhurst St., requiring immediate repair to protect public health and safety and maintain essential water service.

Due to the urgent nature of the situation, standard procurement procedures were not practical. I hereby declare this incident to be an emergency and authorize City staff to take all necessary actions to address the emergency, including engaging third-party contractors and approving emergency expenditures, in accordance with New York State General Municipal Law §103(4).

Dated: 1/7/26

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Mayor, City of Lockport

R.I.C. Plumbing, Inc.  
 5984 Dunnigan Rd  
 Lockport, NY 14094 US  
 +17166258200  
 www.ricplumbing.com

## INVOICE

<b>BILL TO</b>	<b>SHIP TO</b>	<b>INVOICE # 3921</b>
Clayton Dimmick	Clayton Dimmick	<b>DATE 12/15/2025</b>
City of Lockport	City of Lockport	<b>DUE DATE 01/14/2026</b>
Highway and Parks	Highway and Parks	<b>TERMS Net 30</b>
455 South Niagara St.	455 South Niagara St.	
Lockport, NY 14094	Lockport, NY 14094	

---

**JOBSITE:**

Oakhurst and Michigan St.

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/13/2025	<b>Excavation crew</b> Emergency call for water main repair. SK, CR, NF, NF, FL. 11:30 am to 6:30 PM RK-2PM to 6 PM	39	185.00	7,215.00
12/13/2025	<b>Excavator</b> Mecalac Excavator	7	150.00	1,050.00
12/13/2025	<b>Trucking</b> Dump truck #2	7	135.00	945.00
12/13/2025	<b>Trucking</b> Dump Truck #3	7	135.00	945.00
12/13/2025	<b>Trucking</b> Dump Truck #5- Single Axle	7	110.00	770.00
12/13/2025	<b>Tool Van</b> Main Line Van	7	145.00	1,015.00
12/13/2025	<b>Material</b> 30 Ton of #1 Crusher	1	1,650.00	1,650.00
12/13/2025	<b>Material</b> Clamps for repair.	1	1,100.00	1,100.00

Client agrees that should Client default in any of the provisions of this Contract & should Contractor employ an attorney to enforce any provision hereof, including Client's failure to pay Contractor for services rendered & materials supplied, or to collect damages for breach of the Contract, Client agree to pay Contractor such reasonable attorneys' fees & Court costs Contractor may incur therein.

THANK YOU FOR YOUR BUSINESS

We accept check, cash, Visa , Discover and Master card. We do not accept American Express.

R.I.C. Plumbing, Inc is not responsible for marking of any private lines (e.g. dog fence, sprinkler system, etc)

Customer is responsible for final landscaping unless stated in estimate/invoice.

A 2% late fee will be added to the total each month if paid after 30 days of job completion date.

SUBTOTAL	14,690.00
TAX	0.00
TOTAL	14,690.00
BALANCE DUE	<b>\$14,690.00</b>

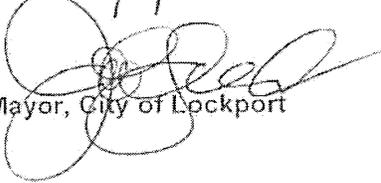
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## MAYORAL EMERGENCY DECLARATION

On December 24, 2025, the City of Lockport experienced an unexpected sewer main break at the intersection of State Rd and Amelia St. Residents were experiencing sewage backing up into the basements of their homes, requiring immediate repair to protect public health and safety and maintain essential sewer service.

Due to the urgent nature of the situation, standard procurement procedures were not practical. I hereby declare this incident to be an emergency and authorize City staff to take all necessary actions to address the emergency, including engaging third-party contractors and approving emergency expenditures, in accordance with New York State General Municipal Law §103(4).

Dated: 1/7/26



Mayor, City of Lockport

R.I.C. Plumbing, Inc.  
 5984 Dunnigan Rd  
 Lockport, NY 14094 US  
 +17166258200  
 www.ricplumbing.com

# INVOICE

<b>BILL TO</b>	<b>SHIP TO</b>	<b>INVOICE #</b> 3954
Clayton Dimmick	Clayton Dimmick	<b>DATE</b> 01/06/2026
City of Lockport	City of Lockport	<b>DUE DATE</b> 02/05/2026
Highway and Parks	Highway and Parks	<b>TERMS</b> Net 30
455 South Niagara St.	455 South Niagara St.	
Lockport, NY 14094	Lockport, NY 14094	

**JOBSITE:**

State St. at W. High

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/29/2025	<b>Vacuum truck service.</b> Emergency call for plugged/ possible collapsed main. Ran jetter in sewer main to flush out debris. Used vacuum truck to remove stone from sewer. Found main collapsed under new storm sewer installed in 2018. Went to upstream manhole and vacuumed full manhole down to keep basements from flooding.	1	0.00	0.00T
12/29/2025	<b>Vacuum truck service.</b> SK, ND, NF, NF 11am to 1:30 pm	10.50	185.00	1,942.50
12/29/2025	<b>Vacuum truck service.</b> Vactor truck.	2.50	575.00	1,437.50
12/29/2025	<b>Tool Van</b> Tool Van	2.50	145.00	362.50
12/30/2025	<b>Excavation crew</b> Returned with full crew to start digging where City left off. Spent the day digging and hauling away debris. Also started to install shoring box's in prep for repairing main.	1	0.00	0.00
12/30/2025	<b>Excavation crew</b>	68	185.00	12,580.00

Client agrees that should Client default in any of the provisions of this Contract & should Contractor employ an attorney to enforce any provision hereof, including Client's failure to pay Contractor for services rendered & materials supplied, or to collect damages for breach of the Contract, Client agree to pay Contractor such reasonable attorneys' fees & Court costs Contractor may incur therein.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	SK, ND, BS, NF, NF, CR, FL, TR 7am to 3:30 pm.			
12/30/2025	<b>Tool Van</b> Main line tool van	8.50	145.00	1,232.50
12/30/2025	<b>Dump Truck</b> Used 3 Tandem dumps to haul out debris from excavation.	25.50	135.00	3,442.50
12/30/2025	<b>Excavator</b> Used Case cx 90 and Bobcat 60x for excavation	8.50	150.00	1,275.00
12/31/2025	<b>Excavation crew</b> Returned with crew to install last section of shoring and gain access to sewer main. Removed broken section of piping and replaced with new pvc pipe and fittings. Backfilled with stone and ran compactor in lifts to prevent settling. Finished with cold patch at surface. Note; some settling may occur as there was frozen stone used for backfill from quarry.	1	0.00	0.00T
12/31/2025	<b>Excavation crew</b> SK, ND, BS, NF, NF, CR, FL, TR 7am to 3:00 pm.	64	185.00	11,840.00
12/31/2025	<b>Dump Truck</b> Used 3 Tandem dumps to haul in stone for backfill.	24	135.00	3,240.00
12/31/2025	<b>Excavator</b> Used Case cx 90 and Bobcat 60x for excavation	16	150.00	2,400.00
12/31/2025	<b>Tool Van</b> Main line tool van.	8	145.00	1,160.00
12/31/2025	<b>Material</b> 48 Ton of #1 washed stone.	48	55.00	2,640.00
12/31/2025	<b>Material</b> 60 Ton of #2 crusher.	60	42.00	2,520.00
12/31/2025	<b>Material</b> Cold Patch	1	875.00	875.00
12/31/2025	<b>Material</b> Pipe, fittings and shielded couplings.	1	975.00	975.00

---

THANK YOU FOR YOUR BUSINESS	SUBTOTAL	47,922.50
We accept check, cash, Visa , Discover and Master card. We do not accept American Express.	TAX	0.00
	TOTAL	47,922.50
R.I.C. Plumbing, Inc is not responsible for marking of any private lines (e.g. dog fence, sprinkler system, etc)	BALANCE DUE	<b>\$47,922.50</b>

Customer is responsible for final landscaping unless

Client agrees that should Client default in any of the provisions of this Contract & should Contractor employ an attorney to enforce any provision hereof, including Client's failure to pay Contractor for services rendered & materials supplied, or to collect damages for breach of the Contract, Client agree to pay Contractor such reasonable attorneys' fees & Court costs Contractor may incur therein.

stated in estimate/invoice.

A 2% late fee will be added to the total each month if paid after 30 days of job completion date.

Client agrees that should Client default in any of the provisions of this Contract & should Contractor employ an attorney to enforce any provision hereof, including Client's failure to pay Contractor for services rendered & materials supplied, or to collect damages for breach of the Contract, Client agree to pay Contractor such reasonable attorneys' fees & Court costs Contractor may incur therein.

# Budget Performance Report

Life-to-Date to 12/31/25

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
<b>Fund G - Sewer Fund</b>									
EXPENSE									
Department: 8120 - Wastewater Systems									
54055	Professional Services	235,600.00	57,290.32	292,890.32	23,855.00	(6,659.70)	225,332.24	74,217.78	75%
Department: 8120 - Wastewater Systems Totals		<u>235,600.00</u>	<u>57,290.32</u>	<u>292,890.32</u>	<u>23,855.00</u>	<u>(6,659.70)</u>	<u>225,332.24</u>	<u>74,217.78</u>	<u>75%</u>
EXPENSE TOTALS		235,600.00	57,290.32	292,890.32	23,855.00	(6,659.70)	225,332.24	74,217.78	75%
Fund G - Sewer Fund Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		235,600.00	57,290.32	292,890.32	23,855.00	(6,659.70)	225,332.24	74,217.78	75%
Fund G - Sewer Fund Totals		<u>(235,600.00)</u>	<u>(57,290.32)</u>	<u>(292,890.32)</u>	<u>(23,855.00)</u>	<u>6,659.70</u>	<u>(225,332.24)</u>	<u>(74,217.78)</u>	
Grand Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		235,600.00	57,290.32	292,890.32	23,855.00	(6,659.70)	225,332.24	74,217.78	75%
Grand Totals		<u>(235,600.00)</u>	<u>(57,290.32)</u>	<u>(292,890.32)</u>	<u>(23,855.00)</u>	<u>6,659.70</u>	<u>(225,332.24)</u>	<u>(74,217.78)</u>	

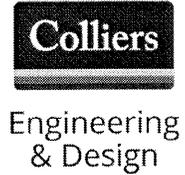
# Budget Performance Report

Life-to-Date to 12/31/25

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 H205 - Active, G Infra. Improvements									
	REVENUE								
	Department 8197 - Sewer Equipment & Cap Outlay								
32801	Interfund Revenue								
32801.A	Interfund Revenue From General Fund	.00	9,165.00	9,165.00	.00	.00	9,165.00	.00	100
32801.G	Interfund Revenue From Sewer Fund	.00	334,654.00	334,654.00	.00	.00	334,654.00	.00	100
	<b>32801 - Interfund Revenue Totals</b>	<b>\$0.00</b>	<b>\$343,819.00</b>	<b>\$343,819.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$343,819.00</b>	<b>\$0.00</b>	<b>100%</b>
	Department 8197 - Sewer Equipment & Cap Outlay Totals	\$0.00	\$343,819.00	\$343,819.00	\$0.00	\$0.00	\$343,819.00	\$0.00	100%
	REVENUE TOTALS	\$0.00	\$343,819.00	\$343,819.00	\$0.00	\$0.00	\$343,819.00	\$0.00	100%
	EXPENSE								
	Department 8197 - Sewer Equipment & Cap Outlay								
52481	Infrastructure-Sewer System	.00	343,819.00	343,819.00	47,922.50	.00	334,162.55	9,656.45	97
	Department 8197 - Sewer Equipment & Cap Outlay Totals	\$0.00	\$343,819.00	\$343,819.00	\$47,922.50	\$0.00	\$334,162.55	\$9,656.45	97%
	EXPENSE TOTALS	\$0.00	\$343,819.00	\$343,819.00	\$47,922.50	\$0.00	\$334,162.55	\$9,656.45	97%
	Fund H205 - Active, G Infra. Improvements Totals								
	REVENUE TOTALS	.00	343,819.00	343,819.00	.00	.00	343,819.00	.00	100%
	EXPENSE TOTALS	.00	343,819.00	343,819.00	47,922.50	.00	334,162.55	9,656.45	97%
	Fund H205 - Active, G Infra. Improvements Totals	\$0.00	\$0.00	\$0.00	(\$47,922.50)	\$0.00	\$9,656.45	(\$9,656.45)	
	Grand Totals								
	REVENUE TOTALS	.00	343,819.00	343,819.00	.00	.00	343,819.00	.00	100%
	EXPENSE TOTALS	.00	343,819.00	343,819.00	47,922.50	.00	334,162.55	9,656.45	97%
	Grand Totals	\$0.00	\$0.00	\$0.00	(\$47,922.50)	\$0.00	\$9,656.45	(\$9,656.45)	

40 LaRiviere Drive Suite 200 Waterfront Village Center  
Buffalo, New York 14202  
Main: 877 627 3772



January 8, 2026

Vicki A. Smith  
City Hall  
One Locks Plaza  
Lockport, NY 14094

Proposal for Professional Architectural and Engineering Services – Amendment No. 1  
Spalding Mill Building and Site Rehabilitation  
Lockport, NY  
Project No.: 22008185A

Dear Ms. Smith,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. is pleased to submit this proposal to provide professional architectural and engineering services for the Spalding Mill Building and Site Rehabilitation project located at 55 Main Street, Lockport, NY. This proposal shall be considered Amendment No. 1 to Bergmann's (Colliers Engineering & Design) Contract with the City of Lockport, dated January 18, 2022.

### **Project Understanding**

It is our understanding that the project will include the rehabilitation of the Spalding Mill building and site, with revisions to the original July 7, 2023, Construction Documents to incorporate a phased construction approach. This approach will consist of a Base Bid scope and a series of Add Alternates, as identified in Section I – Scope of Services below.

This proposal is divided into four sections as follows:

**Section I** – Scope of Services

**Section II** – Business Terms and Conditions

**Section II** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

**Section III** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

## Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

### 1. Task 01 – Construction Documents Phase-1:

Colliers Engineering & Design will prepare Construction Documents Phase-1 (i.e., Drawings and Specifications) to describe the scope and anticipated quality of the proposed construction. Documents representing the established project scope, as detailed below, will be developed to approximately 60% completion for submission to and approval by the City. Upon approval, final 100% Construction Documents for bidding will be prepared. The following project scope and tasks are included in the fee:

#### Project Scope:

- Base Bid: Reinforce and install traffic coating on the perimeter of the roof and provide positive roof drainage. Reroof, and reinforce as required, non-occupied center portion of roof with positive drainage and provide new security fence/wall or art wall around 4-sided perimeter. Install safety guard/railing system along south side of roof. Add ramp and retaining wall from Pine Street and limited boardwalk on west side of building to provide roof access. Modify existing stair from roof to parking area to meet building code. Grade site adjacent to ramp/retaining wall and boardwalk and install topsoil and seed. Provide security bar gratings over building openings and repaint the existing plywood over the windows. Add conduit for future junction boxes.
- Add Alternate 1A: Reinforce and install traffic coating on the entire roof. Install canopy posts.
- Add Alternate 1B: Add fabric canopies and structural supports from posts.

#### Construction Documents Phase-1 Tasks:

- 1) Upon approval, Construction Documents will be prepared for review.
  - a) Assuming Wick's Law will apply to the proposed construction project, Colliers Engineering & Design will prepare separate contracts for the General Construction and Electrical scope of work.
  - b) Prepare Project Manuals that include specifications describing the requirements of the scope of work including architectural, site/civil, landscape architecture, structural and electrical scope.
    - i. Division 1: Front-end specifications will either be prepared using the City's standard documents or compiled from MasterSpec Division 00 Specifications for final approval by the City.
    - ii. Technical specifications for inclusion into the Project Manual will be based upon MasterSpec Specifications, will conform to New York State requirements and regulations, and will reflect the requirements of applicable New York State Department of Labor (NYSDOL), EPA and OSHA regulations.



- iii. Specifications for inclusion into the Project Manual will be prepared under the supervision of a Registered Architect or Professional Engineer licensed by the State of New York.
  - c) Prepare drawings describing the requirements of the scope of work including architectural, site/civil, landscape architecture, structural and electrical scope.
    - i. Drawings will be prepared in electronic format in AutoCAD or REVIT.
    - ii. The drawings will be marked with appropriate notes and symbols to direct the contractor as to the specific scope of work and existing conditions in the proposed work areas.
  - d) Prepare specific City of Lockport Department of Building Inspection submission forms:
    - i. Schedule of Special Inspections.
    - ii. Code Compliance Forms.
    - iii. Additional forms as required for project permitting.
- 2) Meetings: Colliers Engineering & Design will conduct up to three meetings for the documentation phase to review progress and design decisions.
- 3) QA/QC: Submit 60% and 100% Documents for City review and respond to written comments provided by the City.
  - a) Responses to comments will be included in subsequent submissions unless otherwise requested to provide formal, written responses.
- 4) Utility Coordination: Conduct a final coordination site visit with site utility providers and prepare application forms on behalf of the City.
- 5) Cost Estimate: Provide cost estimate prepared by cost consultant and review with City of Lockport.

## 2. Task 02 - Construction Documents Phase-2:

Upon City of Lockport direction to proceed, Colliers Engineering & Design will prepare Construction Documents Phase-2 (i.e., Drawings and Specifications) to describe the scope and anticipated quality of the proposed construction. Documents representing the established project scope, as detailed below, will be developed to approximately 60% completion for submission to and approval by the City. Upon approval, final 100% Construction Documents for bidding will be prepared. The following project scope and tasks are included in the fee:

### Project Scope:

- Add Alternate 2: Complete boardwalk installation and add concrete stair to parking lot. Grade site adjacent to boardwalk/stair and install topsoil and seed.
- Add Alternate 3A: Construct elevated platform adjacent to the plaza/hardscaped area. Install topsoil and seed at disturbed lawn areas.
- Add Alternate 3B: Furniture for elevated platform.
- Add Alternate 4A: Construct plaza/hardscaped area on east side of site. Grade lawn area between the plaza/hardscaping, roof and concrete stair to parking lot. Install topsoil and seed at disturbed lawn areas.



- Add Alternate 4B: Furniture for plaza/hardscaped area.
- Add Alternate 5: Mill, resurface, and restripe parking lot and provide new parking bumpers. Install topsoil and seed at disturbed lawn areas.
- Add Alternate 6: Concrete stairway between the upper and lower parking lots (delegated design).
- Add Alternate 7: Landscaping (planting beds, shrubs, trees, topsoil and seed) will require excavation of existing soils within the designated planting bed areas to install the 18" planting mix and 4" mulch. Previously established lawn areas will need to be restored due to plant and material installation work.

Construction Documents Phase-2 Tasks:

- 1) Upon approval, Construction Documents will be prepared for review.
  - a) Assuming Wick's Law will apply to the proposed construction project, Colliers Engineering & Design will prepare separate contracts for the General Construction and Electrical scope of work.
  - b) Prepare Project Manuals that include specifications describing the requirements of the scope of work including architectural, site/civil, landscape architecture, structural and electrical scope.
    - i. Division 1: Front-end specifications will either be prepared using the City's standard documents or compiled from MasterSpec Division 00 Specifications for final approval by the City.
    - ii. Technical specifications for inclusion into the Project Manual will be based upon MasterSpec Specifications, will conform to New York State requirements and regulations, and will reflect the requirements of applicable New York State Department of Labor (NYSDOL), EPA and OSHA regulations.
    - iii. Specifications for inclusion into the Project Manual will be prepared under the supervision of a Registered Architect or Professional Engineer licensed by the State of New York.
  - c) Prepare drawings describing the requirements of the scope of work including architectural, site/civil, landscape architecture, structural and electrical scope.
    - i. Drawings will be prepared in electronic format in AutoCAD or REVIT.
    - ii. The drawings will be marked with appropriate notes and symbols to direct the contractor as to the specific scope of work and existing conditions in the proposed work areas.
  - d) Prepare specific City of Lockport Department of Building Inspection submission forms:
    - i. Schedule of Special Inspections.
    - ii. Code Compliance Forms.
    - iii. Additional forms as required for project permitting.
- 2) Meetings: Colliers Engineering & Design will conduct up to three meetings for the documentation phase to review progress and design decisions.
- 3) QA/QC: Submit 60% and 100% Documents for City review and respond to written comments provided by the City.

- a) Responses to comments will be included in subsequent submissions unless otherwise requested to provide formal, written responses.
- 4) Utility Coordination: Conduct a final coordination site visit with site utility providers and prepare application forms on behalf of the City.
- 5) Cost Estimate: Provide cost estimate prepared by cost consultant and review with City of Lockport.

### **3. Task 03 – Bidding and Negotiating Services:**

Colliers Engineering & Design will assist the City with bid phase services, inclusive of responses to bidders' RFIs, preparation of contract Addenda and post bid evaluation services. The following tasks are included in the fee:

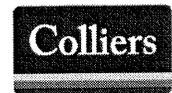
- 1) Upon approval, the final bidding documents will be issued to an online construction documents management service such as Avalon.
- 2) Senior design engineers and architects qualified to represent the contents of the contract documents will attend one pre-bid walk through with prospective bidders.
- 3) Provide written responses to questions received from Bidders during the allowable time period.
  - a) Questions submitted for which information can be obtained from the contract documents will not be responded to, except to state where the information can be located.
  - b) Written responses will be issued at the end of the allowable RFI time period with adequate time remaining in the bid period for contractors to prepare accurate bids.
  - c) Assuming Wick's Law will apply to this construction project, one common addendum and up to two separate contract addenda will be prepared for inclusion into bidding documents.
  - d) Substitutions: During the Bid period, Colliers Engineering & Design will review substitutions that are submitted in conformance with the prescriptive requirements outlined in the Contract Documents. All substitutions will be reviewed with the City and, if acceptable, will be integrated with the Contract Documents through Addendum.
- 4) Bid Tabulation and Post-Bid Evaluation(s) will be performed on the bid forms of the apparent low bidder(s).
- 5) Letters of recommendation for the apparent responsible low bidder(s) will be prepared for the City to use in awarding contracts for construction.
- 6) Prepare Conformed Documents (drawings and specifications), from RFI modifications and issued addenda, prior to the start of construction.

### **4. Task 04 – Construction Administration Services:**

Construction Phase Services are for an assumed construction duration of four months and are inclusive of attendance at the Construction Kick-Off Meeting on site, Contractor's

submittals review, responses to Requests for Information, and issuance of Information Bulletins.

- 1) Representatives of Colliers Engineering & Design will conduct a Construction Kick-Off Meeting with the City and successful contractors.
  - a) Colliers Engineering & Design will be responsible for taking and distributing meeting minutes.
  - b) Contractors will be instructed to submit their Schedule of Values, Construction Schedule and Submission Schedule – for review and approval.
- 2) Colliers Engineering & Design will review Submittals for compliance with the contract documents and monitor the quality and timeliness of the submittals.
  - a) Colliers Engineering & Design will notify the City of Contractor(s) proposed product substitutions, deviations and detail changes in conformance with the specified requirements in the Contract Documents. Contractor shall coordinate all means and methods and scope of work with all trades prior to submitting substitutions. Owner will have the right to request a credit back upon these changes after Contracts have been awarded.
- 3) Contractor submitted Requests for Information (RFIs) will be responded to in a prompt manner and responses will be returned within five business days of receipt.
  - a) Colliers Engineering & Design will provide Interpretation of Documents for clarifications of the Contract Documents.
  - b) A maximum of twelve (12) Responses to RFIs or interpretation/clarifications will be issued. Additional compensation will be sought should the contractor(s) submit more than twelve (12) RFIs.
- 4) Information Bulletins will be provided in the event that an RFI requires modifications to the Contract Documents.
  - a) A maximum of five (5) Information Bulletins will be issued. Additional compensation will be sought should more than five (5) Information Bulletins be required.
- 5) Review of Contractor-submitted Change Order Proposals will be performed to evaluate proposed contractor pricing of work detailed in Supplemental Instructions. The City will be notified with an opinion of to recommend or reject the pricing.
- 6) Construction Meetings will be conducted on a regular basis, monthly or biweekly as required by the pace of construction.
  - a) Colliers Engineering & Design will record and distribute meeting minutes.
- 7) Review of Contractor's Applications for Payment will be conducted monthly. Colliers Engineering & Design will collect and review draft copies of each pay application. The draft will be examined in relation to work completed and materials stored.
  - a) Contractors will be responsible to submit signed pay applications for acceptance; Colliers Engineering & Design's representative will sign and issue the partially executed payment applications to the City.



#### 5. Task 05 – Construction Observation:

Construction Observation will be performed to keep the City informed of progress and quality of the portion of the work completed, and to determine that the work is being performed in accordance with Contract documents.

- 1) A written report of each site visit will be provided to the City with a copy sent to the contractor. The report will be a record of the proceedings at the site visit and will include:
  - a) Report number. Date, time, and duration of visit.
  - b) Weather conditions.
  - c) Persons present.
  - d) Percentage of work completed by trade.
  - e) Work progress compared to schedule.
  - f) Work being accomplished.
  - g) Questions raised by contractor or the City.
  - h) Determinations, interpretations, and decisions made by the architect.
  - i) Any questions or actions that remain pending for appropriate later attention.
- 2) Colliers Engineering & Design will not make exhaustive or continuous on-site inspections.
  - a) Colliers Engineering & Design will provide a maximum of four hours (half day) of construction observation weekly during peak construction, and as needed during mobilization, construction completion, and demobilization.
  - b) Should continuous on-site inspections be required, Colliers Engineering & Design reserves the right to hire a field representative for full-time services.
  - c) Contractor shall provide a space within their field office for Colliers Engineering & Design's field representative.
- 3) Comment and direction will not be provided directly to the Contractor.
  - a) Should the contractor prove to perform in a collaborative manner, collective problem solving may be offered on site for further review with the City and architect.
  - b) Any devised solutions will be required to advance through the proper course: Contractor submitted RFI, to Field Order or Supplemental Information, to field directive or change order acceptance.
  - c) Exceptions to this may be made in the event that work is so minor as to not have an impact of project costs, schedule, or design intent.

#### 6. Task 06 – Construction Closeout:

Colliers Engineering & Design will review final construction for accuracy and completeness.

- 1) Punch List Site Visits:
  - a) Colliers Engineering & Design team will visit the site a maximum of one time following receipt of the Contractors' comprehensive list of items to be

- completed. The purpose of the visit will be to determine substantial completion.
- b) A Punch List Report will be prepared following the Punch List visit and submitted to the City.
  - c) The punch list will be back-checked a maximum of one time.
- 2) Following final approval from the City, Colliers Engineering & Design representatives will issue a Certificate of Substantial Completion to each contractor.
  - 3) Colliers Engineering & Design will review closeout documentation submitted at Project Closeout for accuracy and completeness. Following final acceptance, Colliers Engineering & Design will issue a recommendation for Final Payment.

## Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Task 01 – Construction Documents Phase-1	\$103,479.00
Task 02 – Construction Documents Phase-2	\$67,544.00
Task 03 – Bidding and Negotiating Services	\$15,982.00
Task 04 – Construction Administration Services	\$60,479.00
Task 05 – Construction Observation	\$33,375.00
Task 06 – Construction Closeout	\$11,362.00
Subtotal	\$292,221.00
Contract Fee Remaining	- \$32,246.45
<b>Total Fee</b>	<b>\$259,974.55</b>

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

## Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

1. This proposal excludes any other architectural and engineering services not specifically listed under Scope of Services.
2. Our proposed fees are based upon timely execution of the work, and upon the schedule you have described to us. Should the project schedule be unreasonably delayed through no

fault of Colliers Engineering & Design, such delay may constitute cause for extra compensation.

3. Any material changes to the Scope of Services will constitute extra services and may constitute cause for extra compensation.
4. Additional revisions to the Construction Documents Phase-1 and Construction Documents Phase-2 made after the cost consultant's estimate has been submitted and reviewed with the City of Lockport are not included in this scope of work.
5. Original construction documents will be made available to Colliers Engineering & Design, from which information regarding existing conditions will be ascertained.
6. Access is readily and safely available to the property grounds, buildings, and to required areas of the site.
7. Visual assessment work will be performed during regular business hours (Monday – Friday, 08:00-17:00).
8. The scope of work excludes the coordination and/or selection of moveable furniture. Permanently affixed site furnishings are included.
9. Preparation of Record Drawings is excluded from this scope of work.
10. Meetings are limited as described here and above. Additional meetings beyond the number indicated may constitute cause for additional compensation. Meetings will be determined whether to be in person or via web-based video conferencing.
  - a. Construction Documents Phase-1 meetings: up to three.
  - b. Construction Documents Phase-1 site visits: as necessary, anticipated not to exceed two.
  - c. Construction Documents Phase-2 meetings: up to three.
  - d. Construction Documents Phase-2 site visits: as necessary, anticipated not to exceed two.
  - e. Bidding and Negotiating Services site visits: up to one pre-bid walkthrough.
  - f. Construction kick-off and progress meetings: up to eight.
  - g. Construction Administration site visits: senior staff, up to six in addition to progress meetings.
  - h. Construction Observation site visits: up to 24, half-day.
  - i. Construction Closeout site visits: up to two.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

## Section II – Business Terms and Conditions

Colliers Engineering & Design, including its affiliates and subsidiaries, (“CED”) agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

### **1.0 SCOPE OF SERVICES:**

CED will provide a description of the Services requested under this agreement in written form (the “Scope of Services” or “Proposal”). Services not expressly in the Scope of Services are excluded from it, and CED will assume no responsibility to perform excluded services under this Agreement, or any later executed agreement. If more Services become necessary during a project, CED may provide such Services using its Technical Staff Hourly Rate Schedule in effect at the time of Services, and attached as [Section II](#).

The proposed fees in this Agreement shall be open for acceptance for 60 days from the date the Scope of Services is provided. If: (a) this Agreement is executed more than 60 days after CED’s provision of the Scope of Services to Client; (b) CED’s fees for the Scope of Services are proposed on a lump sum or unit price basis; (c) CED’s provision of Services continues 12 months after the commencement of Services or Effective Date of this Agreement, including where the Services are not yet completed; or (d) the Client suspends CED’s Services for period of more than 30 days, then CED reserves the right to increase its fees for the Scope of Services upon mutual agreement of the Parties.

### **2.0 STANDARD OF CARE:**

In performing Services, CED will exercise its professional judgment, made based on the information available to it, and use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality during the same period. CED further represents that it will perform all Services following any scope, instructions, or specifications provided by the Client to CED. We shall exercise the usual and customary professional care in our efforts to follow applicable code, regulations, laws, rules, ordinances, or such other requirements in effect at the time of this Agreement. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

### **3.0 INVOICES:**

CED will invoice client monthly. CED’s invoices will include a description of Services performed based on percentage completed, and a summary of professional fees, expenses, and other disbursements and charges. In the event Client requests a more detailed invoice format, CED reserves the right to increase its fees for time incurred by its staff to prepare the requested invoice. If Client fails to submit comments or objections in writing within 14 days of Client’s receipt of an invoice, the accounting of the invoice shall be considered correct, and Client waives any objection to payment of the invoice.

Expenses incurred for Services, equipment, and facilities not offered by CED shall be invoiced at a rate not to exceed their cost, plus fifteen percent (15%). Reimbursable expenses will include, but not be limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials at the Client’s request or which are necessary for the completion of a Scope of Services.

CED shall invoice All Services provided on an overtime basis at ONE AND ONE-HALF TIMES (1.5x) the rates provided in Section II – Technical Staff Hourly Rate Schedule in effect at the time of provision of the Services.

### **4.0 PAYMENT:**

CED invoices are payable in full within 30 days of receipt by the Client. In the event Client has not objected to an invoice under Section 3 above, and fails to make payment within 30 days of receipt thereof, CED reserves the right to assess interest of one and one-half percent (1.5%) on any outstanding invoiced amounts due. In the event payment is not made in accordance with the terms here, CED reserves any and all rights, at law or in equity, to pursue payment from the Client, including, but not limited to the withdrawal of any applications to federal, state, or local regulatory agencies and boards filed by CED on behalf of the Client (“Applications”). Before the withdrawal of any Application, CED will provide the Client with 14 days’ written notice and opportunity to cure. Client shall be responsible for all fees and costs incurred by CED to collect invoiced amounts due to it, including CED’s reasonable attorneys’ fees and costs.

### **5.0 RETAINER:**

CED reserves the right to request a retainer from the Client before beginning Services on a project. Any retainer paid by the Client will be held in trust by CED, and first applied to CED’s final invoice for the project.

### **6.0 RIGHT OF ENTRY/JOBSITE:**

Client will provide access to the location where CED’s Services are to be performed and right of entry for all CED personnel and equipment needed for the completion of the Scope of Services. CED will take all reasonable precautions to minimize any damage to the property, it being understood by the parties that in the normal course of CED’s Services damage may occur, the repair or remediation of which is not part of the Scope of Services, this Agreement, or CED’s obligation.

Client shall furnish or cause to be furnished to CED any and all documents and information related to: (a) surface and subsurface site conditions, which CED requires knowledge of for the proper performance of the Scope of Services; and (b) the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the project site. CED may rely on the accuracy and completeness of Client provided documents and information provided by Client, Client's consultants and contractors, and information from public records pursuant to this Section in performing the Scope of Services required under this Agreement, and the Client shall assume all responsibility and liability for their accuracy and completeness.

CED shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures. Except as otherwise provided for here, CED shall be responsible only for its employees, subconsultants, and subcontractors on any project site. Neither the professional activities nor the presence of CED or its employees or subcontractors on a project site shall imply that CED controls the operations of others, nor shall this be construed to be an acceptance by CED of any responsibility for jobsite safety.

#### **7.0 UTILITIES:**

CED will take reasonable precautions per the professional standard of care to avoid damage or injury to subterranean structures or utilities during the performance of its Services. The Client agrees to indemnify, defend, and hold CED harmless for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system, or are omitted or incorrectly conveyed on any documents, plans or specifications provided to CED.

#### **8.0 TERMINATION OR SUSPENSION OF SERVICES:**

Should Client fail to make payments in accordance with this Agreement or an invoice, or is otherwise in material breach of this Agreement, CED will provide seven days written notice to the Client, and opportunity to cure, before suspending performance of its Services until Client makes all payments due under this agreement. CED will have no liability whatsoever to the Client for any costs or damages from such suspension, and the Client agrees to indemnify, defend, and hold CED harmless from any claim or liability resulting from Client's failure to make payment and any resulting suspension by CED.

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to satisfy the terms of this document, or suspension of CED's Services for more than 90 days. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CED may elect to complete any analyses and records as are necessary for its internal record keeping, including a report of the Services performed before termination. CED shall be paid for all Services performed before the termination notice date, plus reasonable termination expenses including, but not limited to, the costs of completion of any reports or analyses for its internal record-keeping purposes.

#### **9.0 SUBCONSULTANTS/SUBCONTRACTORS:**

Client shall directly retain any third parties whose Services are needed in connection with the Scope of Services including, but not limited to, consultants, contractors, drillers, analytical laboratories, transporters, other experts (collectively, "Contractors"), unless prohibited from doing so. If included in the Scope of Services, CED will advise the Client in selecting Contractors and will help the Client coordinate and monitor the Contractors' performance. In no event will CED assume any liability or responsibility for a Contractor's failure to perform, regardless of whether CED contracts directly with said Contractors, or only coordinates and monitors their work. If CED does engage a Contractor on behalf of the Client, Client will be invoiced all expenses incurred, including rental of special equipment necessary for the work, at a rate not to exceed their cost, plus twenty percent (20%), as they are incurred.

Client, by engaging CED to advise it or retain Contractors on its behalf, agrees to defend, indemnify and hold CED, its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by said Contractors. In addition, Client agrees to pursue recovery of and assert any claims based on its loss, expenses and/or damages solely and directly against those Contractors. In consideration of such indemnity and waiver, CED agrees to assign its rights and/or claims against those subconsultants/subcontractors under the Contractors' agreements with CED, to the Client.

#### **10.0 AGREED REMEDY:**

CED shall be liable to the Client only for direct damages to the extent caused by CED's negligence in the performance of its Services. CED SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

To the fullest extent permitted by law, the total liability, in the aggregate, of CED and CED's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages arising out of in any way related to CED's Services, the project or this Agreement, including, but not limited to, negligence, strict liability, breach of contract, or breach of warranty, shall not exceed six times the total compensation received by CED under this Agreement or the applicable CED insurance limits, whichever is less, excluding reimbursable expenses and any Contractor or subconsultant fees produced supporting the project or pursuant to this Agreement. If the project contemplated within this Agreement includes multiple phases, such liability limit shall be calculated using, and applicable only to, the particular phase in which the direct damages occur under.

The Parties agree that CED's Services in connection with the project shall not subject CED's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project, Services, or arising out of this Agreement. As a result, the Client agrees that as

the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CED, a New Jersey corporation, and not against any of CED's employees, officers, or directors.

#### **11.0 ASSIGNS:**

The Client may not delegate, assign, sublet, or transfer its obligations or interest in the Agreement without the written consent of CED.

CED shall not, in connection with any such assignment by the Client, have to execute any documents that may, in the sole judgment of CED, increase CED's contractual or legal obligations or risks, or impact the availability or costs of its professional or general liability insurance.

CED may assign this Agreement without the Client's consent if such assignment is to (a) a parent, affiliate, or subsidiary, (b) an acquiror of assets, or (c) a successor by merger.

The Agreement shall not create any rights or benefits to third-parties other than the Client and CED, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against the Client or CED. CED's Services under this agreement are being performed solely for the benefit of the Client, and no other entity will have any claim against CED arising out of this Agreement, CED's nonperformance or performance of Services under this agreement.

#### **12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

All drawings, calculations, reports, plans, specifications, electronic files, field data, notes, and other documents and instruments ("Documents") prepared by CED are and remain the property of CED as instruments of service. The Documents may not be copied by the Client or others on extensions of this project, or on any other project. The Client agrees not to use CED's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by CED, or for future modifications to this project, without CED's express written permission. Any use, reuse, or distribution to third parties without such express written permission, or project-specific adaptation by CED will be at the Client's sole risk and without liability to CED, its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors.

If electronic Document production is required by this Agreement, Client request, or the project, CED will provide the Client electronic Documents subject to the following conditions:

The Client must execute CED's Electronic Media Release form before any distribution of electronic files. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Client acknowledges that electronic Documents provided to the Client are for informational purposes only and are not intended as an end-product. CED makes no representation of any warranties, either express or implied, about the fitness or suitability of the electronic Documents. Accordingly, the Client agrees to waive all claims against CED and CED's subconsultants relating in any way to the unauthorized use, reuse or alteration of the electronic Documents. Any unlicensed use or reuse of the electronic Documents without CED's written consent will violate its copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered Documents of record.

CED shall not be required to sign any documents, no matter by whom requested, that would result in CED having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

#### **13.0 DELAYS:**

CED shall not be responsible for delays caused by factors beyond its reasonable control, including, but not limited to, accidents, epidemics, pandemics, acts of God, fires, hurricanes, floods, explosions, strikes, boycotts, labor disputes, failure of the Client to provide timely information, review, approval, or rejection of CED's Services or work product, faulty performance by Client Contractors of any level, and acts of Government, which, in the opinion of CED, could not have been reasonably foreseen and mitigated ("Force Majeure Delays"). The occurrence of any Force Majeure Delay will entitle CED to an extension of time in performing the Scope of Services, and CED will notify the Client of the resultant increase in the total cost of providing the Scope of Services. Client shall be solely responsible for compensating CED for the resultant increase in cost. The Client agrees that CED shall not be responsible for damages, nor shall CED be considered in default of this Agreement, arising out of, or relating to any Force Majeure Delay.

The fees quoted in this Agreement assume that upon authorization, the project will begin through to completion without a stop work order or suspension by the Client. Should a stop work order or request to suspend CED's Services be received from the Client before completion of the Scope of Services, CED reserves the right to assess added fees to recommence its Services for the project.

#### **14.0 INDEMNIFICATION:**

CED shall keep, at its own expense, Workers' Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish certificates of insurance to the Client.

To the fullest extent permitted by law, Client shall indemnify and hold harmless CED and its agents, officers, directors and employees, subcontractors or subconsultants (collectively referred to in the remainder of this Section as CED) from and against all claims, damages, losses and expenses, whether direct, indirect, consequential, special, or punitive, including, but not limited to, reasonable attorneys' fees and costs, court costs and arbitration costs arising out of or relating to: (a) CED's Services; (b) Hazardous Materials; (c) unauthorized use, distribution, or reuse of Documents without CED's involvement and written consent; (d) Force Majeure Delays; (e) Construction Observation Services; (f) Design



Services; (g) Topographic Mapping Services; (h) Earthwork Analysis Services; or (I) any claims against CED arising from the acts, omissions or work of third-parties, Contractors, or others, unless it is determined by a court of competent jurisdiction that CED is guilty of negligence, gross negligence, or willful misconduct in connection with the Services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

This indemnification shall not apply to claims, damages, losses, or expenses which are decided by a court of competent jurisdiction to result from the gross negligence or willful misconduct by CED in fulfilling its obligations under this Agreement.

**15.0 GOVERNING LAW:**

The laws of the State within which the project is located will govern the validity of this Agreement, its interpretation and performance, without regard to any conflicts or choice of law statutes. Any litigation arising from this Agreement shall be brought in the State of the project and Services, and venued in State or Federal Court of said State.

**16.0 INVALID TERMS:**

The invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision, and the partial invalidity of any provision of this Agreement shall not invalidate the remainder.

**17.0 SURVIVAL:**

All express representations, indemnifications, or limitations of liability in this Agreement will survive the termination of this Agreement or completion of all Services of CED under this Agreement.

**18.0 ENTIRE AGREEMENT:**

This Agreement forms the final and complete Agreement between the Client and CED. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms contained here. Amendments to this Agreement shall not be binding unless made in writing and executed by the Parties.

To the extent Client provides its own Agreement, and that Agreement conflicts with or is silent about any term or condition expressed here, these conditions shall prevail and shall be binding on the Parties.

**Project Scope Specific Terms and Conditions, as applicable.**

**19.0 CONSTRUCTION OBSERVATION SERVICES:**

If the Scope of Services for this Agreement includes Construction Observation Services (as hereinafter defined), then the provisions below shall apply:

During the project's construction phase, CED shall consult, advise, and act as Client's representative (the "Construction Observation Services") as provided in the Scope of Services. The extent and limitations of the duties, responsibilities, and authority of CED as outlined in the Scope of Services and CED's Proposal shall not be changed, unless agreed to in writing by the Parties.

CED's Services during the construction phase are intended to provide Client greater confidence that the completed work of Client's Contractor will conform to the approved plans, drawings, specifications, and related documents (the "Construction Documents"). CED need not make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work. CED shall not, during visits to the project site or because of observation of Contractor's work, supervise, direct, or have control over Contractor's work, nor shall CED have authority over or responsibility for the means, methods, techniques, sequences, safety precautions, programs incident to the work, or procedures of construction performed by Contractor. CED shall not be responsible for any failure of Contractor to follow laws, rules, regulations, ordinances, codes, or orders applicable to its furnishing and performing of its work. So, CED neither guarantees the performance of any Contractor, nor assumes responsibility for any Contractor's failure to perform its work per the Construction Documents.

If the Scope of Services for this Agreement includes Design Services, but does not include Construction Observation Services, then the provisions below shall apply:

The parties understand and agree that CED's Services under this Agreement do not include construction observation or review of a Contractor's performance or any other construction phase services, and that the Client will provide such observation or review. The Client assumes all responsibility for any interpretation of the Construction Documents, or observation and supervision performed by others, and expressly waives any claims against CED in any way arising out of or related thereto.

If the Parties agree that CED will provide any construction phase services, CED shall be compensated per a written agreement executed between the Parties.

**20.0 OPINIONS OF PROBABLE COST:**

In reviewing CED's opinions of probable construction cost, the Client understands that CED has no control over costs, the price of labor, equipment, materials, or the Contractor's method of pricing. Any opinions of probable construction costs provided by CED are based on CED's

judgment, qualifications, and experience as a design professional familiar with the construction industry. CED makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

#### **21.0 HAZARDOUS MATERIALS:**

As for Services involving hazardous materials as defined in this Section, CED has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any project site, its compensation is in no way commensurate with the potential liability that may be linked to a material or substance or project site, and thus it shall not have any responsibility or liability related thereto.

If the Scope of Services for this Agreement does not include services related to hazardous materials, including, but not limited to, asbestos, smoke, vapors, soot, fumes, acids, alkalis, toxic or hazardous chemicals and substances, radioactive materials, liquids, gases, or any other harmful material, whether in the air, surface soil or subsurface soil, rock, water or groundwater, watercourse, objects at the project site, or any tangible or intangible matter ("Hazardous Materials"), then the following provision shall apply:

The Parties acknowledge that CED's Scope of Services includes no services related to Hazardous Materials. In the event CED or any other party encounters Hazardous Materials at the project site, or should it become known in any way that such Hazardous Materials may be present at the project site or any adjacent areas that may affect the performance of CED's services, CED may, at its sole option and without liability for consequential or any other damages, suspend performance of Services until the Client works to identify, abate, and/or remove the Hazardous Materials, and to warrant that the project site complies with all applicable laws, codes, regulations, and administrative orders.

#### **22.0 TOPOGRAPHIC MAPPING:**

If the Scope of Services for this Agreement includes Topographic Mapping, then the provisions below shall apply:

CED shall perform the Services necessary to produce the required Topographic Mapping and/or shall retain an independent subconsultant to perform Topographic Mapping services. The Topographic Mapping shall be prepared in conformity to generally accepted standards for aerial mapping services. CED's sole responsibility and liability on the accuracy or completeness of the Topographic Mapping is limited to the correction of any inaccurate information. CED's correction of any inaccurate information shall be the Client's sole remedy related to any Topographic Mapping and information derived from it.

If the location of subsurface information is to be provided by CED, the topographic survey shall be limited to the extent of the information provided by the Client or others. CED shall not be responsible for any unknown conditions not identified in the information provided to CED, or any unknown condition beyond the reasonable scope of the information obtained because of any testing, test pit excavations, boring, or samples taken by CED.

#### **23.0 EARTHWORK ANALYSIS:**

In reviewing CED's earthwork analysis, calculations, reports, or opinions ("Earthwork Analysis"), the Client understands that CED's data is based on the topographic mapping used as a base map for plan preparation, and that topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that based on earthwork differences resulting from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction means and methods, soil conditions, earthwork calculation methods, soil volume calculation methods, and other factors, some of which are unique to each Contractor and project site, it is impossible to definitively predict quantities that will ultimately be determined as associated with a particular project site. As such, CED's sole responsibility and liability on the accuracy or completeness of the Earthwork Analysis is limited to the correction of any inaccurate information. To find actual quantities and costs associated with required earthwork, the Client must solicit construction bids from qualified Contractors and must require such Contractors to find existing topographic conditions, subgrade conditions, construction plans, and procedures.

#### **24.0 STORAGE OF CLIENT MATERIAL:**

CED shall keep in its storage facility samples collected as part of its Services for three months after issuance of final reports. All samples will later be disposed of following proper regulations in place at the time. Extended storage of samples can be arranged at an added cost to be set up on a project-by-project basis.

#### **25.0 GENERAL CONSTRUCTION ADMINISTRATION:**

If the Scope of Services for this Agreement includes General Construction Administration ("GCA"), then the provisions below shall apply: CED will provide GCA services per this Agreement and the edition of AIA Document A201-2017, "General Conditions of the Contract for Construction", excluding documents E203-2013 ("Building Information Modeling and Data Exhibit") and G702-2013 ("Project Building Information Modeling Protocol Form") referenced in it. Any other modifications made to the General Conditions, if adopted as part of this Agreement, shall be enforceable under this Agreement only to the extent that they align with this Agreement or approved in writing by CED.



### Section III – Rate Schedule

#### Buildings Division Technical Staff Rates 2026

Billing Titles	Hourly Rates
Executive Principal	350.00
Senior Principal	330.00
Principal	315.00
Senior Technical Director	270.00
Senior Project Manager	250.00
Technical Director	225.00
Project Manager	215.00
Senior Project Specialist	200.00
Project Specialist	185.00
Technical Professional	175.00
Technical Specialist	165.00
Specialist	155.00
Senior Data Technician	145.00
Senior Technical Assistant	135.00
Technical Assistant	130.00
Field Technician	120.00
Data Technician	115.00

#### Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.70 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.20 / Each
Color Photocopies	2.20 / Each
Document Binding	4.50 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	95.00 / Each
Primary Plan Set Submission Digital Signature	325.00 / Set
Additional Plan Set Submission Digital Signature	100.00 / Set
Mileage Reimbursement*	0.70 / Mile
Field Vehicle	0.70 / Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.

**Section IV – Client Contract Authorization**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

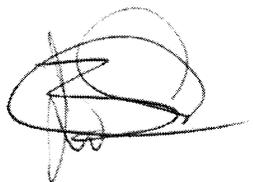
\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.



Joseph B. See, R.A., NCARB  
Senior Design Manager

### City of Lockport - Resolution Request Form

Agenda Description: <b>Garage Lift Purchase</b>																									
Presented By: <b>DPC</b>	Date Submitted: <b>1/9/2026</b>																								
Topic Area (Select Most Applicable Option):																									
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Community Event</td><td style="width: 50%; text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Budget Amendment</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Contract Approval</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Donation Acceptance</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Grant Application / Award</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Fund Utilization Request</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>	Community Event	<input type="checkbox"/>	Budget Amendment	<input type="checkbox"/>	Contract Approval	<input checked="" type="checkbox"/>	Donation Acceptance	<input type="checkbox"/>	Grant Application / Award	<input type="checkbox"/>	Fund Utilization Request	<input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Local Law Change</td><td style="width: 50%; text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Community Development</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Community Event</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Engineering Process</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Code and Planning</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Other</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>	Local Law Change	<input type="checkbox"/>	Community Development	<input type="checkbox"/>	Community Event	<input type="checkbox"/>	Engineering Process	<input type="checkbox"/>	Code and Planning	<input type="checkbox"/>	Other	<input type="checkbox"/>
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Code and Planning	<input type="checkbox"/>																								
Other	<input type="checkbox"/>																								
<i>Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.</i>																									
<b>Summary of Resolution:</b> <p>To authorize the purchase and installation of a vehicle lift through the Sourcewell cooperative purchasing contract, utilizing funds from the capital project established by Resolution No. 121725.5B.</p>																									
<b>Explanation of Attachments:</b> <p>1)Resolution 2)Quote</p>																									
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: _____																									
<b>Clerk/Legal/Finance Approval:</b>																									
<b>Notes:</b>																									
Name:	Date of Approval:																								

**Whereas**, the Common Council previously approved Resolution No. **121725.5B**, which established a capital project for the purchase of garage equipment and related improvements for City operations, and the Department of Public Works has identified the need to purchase and install a vehicle lift to support the maintenance and repair of City-owned vehicles; and

**Whereas**, LiftNow Automotive Equipment Corp. is an approved vendor under Sourcewell cooperative purchasing Contract No. **121223-LFT**, which was competitively bid in accordance with applicable public procurement requirements; and

**Whereas**, LiftNow Automotive Equipment Corp. has submitted a quote dated December 23, 2025, in the total amount of **\$63,876.98** for the purchase and installation of said vehicle lift; now, therefore, be it

**Resolved**, that the City of Lockport Common Council hereby authorizes the purchase of a vehicle lift from LiftNow Automotive Equipment Corp. through Sourcewell Contract No. **121223-LFT**, in an amount not to exceed **\$63,876.98**, utilizing funds within the capital project established by Resolution No. **121725.5B**.



# Estimate

www.liftnow.com  
 liftnow@liftnow.com, Fax: 914.741.7473  
 1-800-LIFTNOW

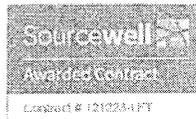
Date: 12/23/2025  
 SW  
 Quotes #: Lockport, MOIS, Res  
 Sales Rep: Spencer Patton

City of Lockport  
 One Lock's Plaza  
 Lockport NY 14094  
 Attn: Clayton Dimmick  
 716-296-6591  
 Sourcwell Member ID: #111215

Qty	Description	Unit Price	Total Price
4	Challenger Lifts CLHM-190 19,000 lbs. capacity (per column) Mobile column lift - Battery powered, wireless, adjustable height, accommodates wheel diameters from 5 in. to 24.5 in. (sold separately, max of 8). Includes Additional Incentive.	\$102,459.64	\$56,372.60
	Additional Incentive (Must Order by 12/31)		-\$1,691.18
1	Setup and Training	\$4,399.00	\$0.00
1	Challenger Lifts CLHM-SP-340 Wing Plow Adaptor For The Dtm. Allows Wider Clearance For Lifting Vehicles With Wing Plows Or Recessed Wheels.	\$9,514.00	\$5,232.70
1	Challenger Lifts CLHM-CA-15 Cab Off Adapter, 1,500 Lbs. Capacity (Set Of 2) - For Clhm-140 And Clhm-190	\$4,568.91	\$2,512.90
1	Challenger Lifts CLHM-RAR-20 Rear Axle Restraint - 2,000 Lb For Use With Multiple Rear Axle Vehicles. (Each)	\$587.15	\$542.93
2	Challenger Lifts CLHM-LS-LK Light Kit - Used To Illuminate Work Areas Under The Vehicle, 2 Lights Per Kit - 1 Light Per Column Uses Power From Column Battery Source	\$1,649.14	\$907.03

**Special Notes and Terms/Conditions**

PLEASE ADD SALES TAX ELECTRICAL HOOR-UP, AIR HOOR-UP, REMOVAL OF EXISTING EQUIPMENT AND ANY CONCRETE WORK, IF NECESSARY IS THE RESPONSIBILITY OF THE CUSTOMER, UNLESS OTHERWISE SPECIFIED ABOVE. CUSTOMER IS ALSO RESPONSIBLE FOR THE PRESENCE OF ANY AND ALL SUB-SURFACE FEATURES OR CONDITIONS INCLUDING BUT NOT LIMITED TO ROCK, LEDGE, UNDERGROUND WATER, CONCRETE OF GREATER THAN 4" THICKNESS, AIR, UTILITY OR RADIANT HEATING LINES WHICH MAY REQUIRE RELOCATION OR REPAIR. REMOVAL OR DISPOSAL OF ANY CONTAMINATED SOIL, IF PRESENT, IS THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. ANY PERMITS, FEES OR CHARGES ARE THE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR HAVING A FORKLIFT TO UNLOAD AND RECEIVE THE SHIPMENT. PRICES ARE GOOD FOR 90 DAYS. ADD 1% IF USING CREDIT CARD. MUST SIGN CHARGEBACK AGREEMENT AND AUTHORIZATION.



Subtotal: \$123,613.84  
 Discount: \$59,738.85  
 Freight: INCL  
 Subtotal: \$63,876.98  
 Sales Tax (0.00%): \$0.00  
 TOTAL PO: \$63,876.98

Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document.

\_\_\_\_\_  
 \_\_\_\_\_

## City of Lockport - Resolution Request Form

Agenda Description: <b>Chips Equipment Purchase</b>													
Presented By: <b>DPC</b>	Date Submitted: <b>1.13.2026</b>												
<b>Topic Area (Select Most Applicable Option):</b>													
Community Event Budget Amendment Contract Approval Donation Acceptance Grant Application / Award Fund Utilization Request	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%; border: 1px solid black; height: 15px;"></td><td style="width: 50%; border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px; text-align: center;">✓</td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> </table>					✓							
✓													
Local Law Change Community Development Community Event Engineering Process Code and Planning Other													
<i>Please provide to Clerk at least 9 <u>calendar days</u> prior to Council meeting. Otherwise request will go to following meeting.</i>													
<b>Summary of Resolution:</b>  This resolution is to approve the spending of CHIPS/EWR funds to purchase 3 pieces of equipment for DPW.													
<b>Explanation of Attachments:</b>  1) Resolution 2) Quotes & NYDOT Approval													
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: _____													
<b>Clerk/Legal/Finance Approval:</b>													
<b>Notes:</b>  <div style="border: 1px solid black; height: 40px; width: 100%;"></div>													
<b>Name:</b>	<b>Date of Approval:</b>												

**WHEREAS**, the City of Lockport has sufficient funding available from its remaining 2025 New York State Department of Transportation CHIPS/EWR allocation to support the purchase of eligible highway equipment; and

**WHEREAS**, the Director of Streets, Parks, and Water Distribution has recommended the purchase of two (2) Kenworth T480 dump trucks and one (1) New Holland B95D SLA CP 4WD excavator, all of which have been reviewed and approved by NYSDOT as CHIPS-eligible equipment with a minimum ten-year service life; and

**WHEREAS**, a quotation from Kenworth Northeast Group, Inc., together with Valley Fab and Equipment, Inc., under the Onondaga County Pricing Agreement #0011142, provides for the purchase and upfitting of two (2) Kenworth T480 dump trucks at a total cost of \$547,100, and such procurement complies with the City's procurement policy ; and

**WHEREAS**, a quotation from Niagara Frontier Equipment Sales, Inc. for the purchase of one (1) New Holland B95D SLA CP 4WD excavator under New York State Office of General Services Contract PC69383 provides said equipment at a total cost of \$120,807.45, and such procurement complies with the City's procurement policy;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Lockport hereby authorizes the purchase of the above-referenced equipment from Kenworth Northeast Group, Inc., Valley Fab and Equipment, Inc., and Niagara Frontier Equipment Sales, Inc.; and

**BE IT FURTHER RESOLVED**, that the City is authorized to utilize CHIPS funding and to charge all related expenditures to account number H082.5112.52450, or such other accounts as may be deemed appropriate by the Director of Finance.



CHIPS AND EWR EQUIPMENT PRE-APPROVAL REQUEST FORM

All requests for the purchase of equipment must be reviewed and approved by NYSDOT prior to purchase. Complete the form below and submit to your NYSDOT Regional CHIPS Representative for review.

Part I: Municipal Contact Information

1. Municipality Name: City of Lockport (Include Town, City, County, Village in Name)
2. Municipality Code: 542207
3. County: Niagara
4. Contact Name: Clayton Dimmick
5. Title: Director
6. E-Mail: cdimmick@lockportny.gov
7. Phone Number: 7169980991

Part II: Equipment Information

8. Equipment Type: Dump Truck (If Other is chosen complete step 9)
9. Other:
10. Make: Kenworth
11. Model: T480
12. Year: 2027

Part III: Equipment Documentation

13. Specifications for Equipment Attached? Yes [checked]

Note: If submitting more than one equipment request, please use page 2 to list the additional items

Reserved for use by New York State Department of Transportation

Request Received Date: 12/30/2025 Request Reviewed By: Souad Mekhaldi
Request Approved? [checked] Yes\* [ ] No
Date Reviewed: 12/30/2025
Reviewer Notes: All units are CHIPS eligible and have a 10-year service life.

\*Approval is contingent upon the municipality's commitment to (1) owning and maintaining the equipment for its full-service life, with a minimum of 10 years; (2) paying the full purchase price of the equipment up front; and (3) not financing any portion of the equipment cost.



CHIPS AND EWR EQUIPMENT PRE-APPROVAL REQUEST FORM (Continued)

Second Piece of Equipment

Part 2: Equipment Information

Equipment Type: Dump Truck Other:
Make: Kenworth Model: T480 Year: 2027

Part 3: Equipment Documentation

Specifications for Equipment Attached? Yes [checked]

Reserved for use by New York State Department of Transportation

Request Approved? Yes [checked] No [ ] Review Dates and Reviewer Notes on Page 1

Third Piece of Equipment

Part 2: Equipment Information

Equipment Type: Excavator Other:
Make: New Holland Model: B95D SLA CP 4WD Year: 2026

Part 3: Equipment Documentation

Specifications for Equipment Attached? Yes [checked]

Reserved for use by New York State Department of Transportation

Request Approved? Yes [checked] No [ ] Review Dates and Reviewer Notes on Page 1

Fourth Piece of Equipment

Part 2: Equipment Information

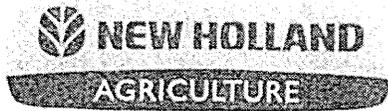
Equipment Type: Equipment Type Other:
Make: Model: Year:

Part 3: Equipment Documentation

Specifications for Equipment Attached? Yes [ ]

Reserved for use by New York State Department of Transportation

Request Approved? Yes [ ] No [ ] Review Dates and Reviewer Notes on Page 1



Retail Offer

<b>CUSTOMER INFORMATION:</b>
CITY OF LOCKPORT ONE LOCKS PLAZA LOCKPORT, NEW YORK 14094 USA

<b>DEALERSHIP</b>
NIAGARA FRONTIER EQUIPMENT SALES, I 4060 LAKE AVE LOCKPORT, NY 14094 USA 716-434-2000 SALESPERSON: Karl Hetrick - 716-622-7041

Retail Offer Number:	0001150265-1
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Retail Offer Valid to:	12/31/2025
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Description:	C/O Lockport B95D
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UNITS OFFERED	
Unit # 1 B95D SLA CP 4WD	
Vehicle / Quote Number:	0702124064
Sales Order Number:	
VIN/Serial #:	
List Price	175,173.00
Offered Price	113,862.45
Physical Damage Ins. (Deductible \$/ months)	
NH FREIGHT-IN/SUNDRIES	3,280.00
18" BUCKET - ADD ON	1,470.00
Setup	1,745.00
Delivery	450.00

Total	\$120,807.45
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Down Payment	\$0.00
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Total Offer Value	\$120,807.45
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FINANCING INFORMATION					
Financed By	N/A	Amount Financed	120,807.45	Term in Months	
Loan Type		Rate Type		Interest Rate	
NYS OGS CONTRACT - PC69383					

Retail Offer

Vehicle Configuration					
Vehicle / Quote Number: 0702124064					
NORMAL	NORMAL OFFER		464120	BLUETOOTH RADIO W/SPEAKERS	780.00
NHCE	NEW HOLLAND CE		728855	SUPER DELX SEAT W/3" BELT - CAB	1,491.00
B95DSC4	B95D SLA CP		442246	STD STEERING	
4WD	MFD		464118	FUEL ECONOMY	
	Base price	126,365.00	745287	CAB	11,647.00
728758	ROTATING BEACON	168.00	745241	BACKHOE, EXTENDAHOE DIPPER 14'	7,534.00
483610	CUSTOMER PORTAL		720536	REVERSIBLE PADS	984.00
469816	CONNECTIVITY NA		742473	6X1 BKT W/FORKS & CUTTING EDGE	7,673.00
742015	MECHANICAL TRANSPORT LOCK		728733	BACKHOE MECH. QUICK COUPLER	1,375.00
742019	GLIDE RIDE	1,964.00	728517	24" BACKHOE BUCKET	1,602.00
745294	1 WAY/ 2 WAY AUX HYDRAULICS	3,875.00	742991	OVERSEA PROTECTION	
745293	3 SPOOL - LOADER AUX HYD	1,750.00	742974	ENGLISH OPERATOR MANUAL	
745190	PILOT CONTROLS	4,239.00	747875	TOOL BOX	
8278741	FRONT WHEELS - 14-17.5"	650.00	742292	HEAVY FRONT COUNTERWEIGHT	1,160.00
8366964	REAR WHEELS - PN 16.9L-28	795.00	861321	DUAL BATTERIES	237.00
745192	4WD STD TRANSMISSION		728993	SAFETY DECALS - NORTH AMERICA	
745283	LED WORKING LIGHTS PACKAGE	884.00			
				<b>Total List Price</b>	<b>\$175,173.00</b>



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

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

Prepared for: Clayton Dimmick

Dec. 29, 2025

Customer Quote – Pricing  
 Onondaga Pricing Agreement  
 Bid Ref# 0011142

Equipment: 1 2027 Kenworth T480 C&C.

2027 T480 Base MSRP	\$124,587.00	
Less 17% base discount	(21,180.00)	
Chassis Price after discount:		\$ 103,407.00
Options @ MSRP	\$ 57,271.00	
Less 15% option discount	(8,591.00)	
Option Price after discount:		\$ 48,680.00
Additional Kenworth NE Discount		\$ (10,487.00)
Total Price for cab & chassis		\$ 141,600.00
Plow Equipment by Valley Fab: (as per quote#BE31431)		\$ 131,950.00
TOTAL PRICE:		\$ 273,550.00 X 2 = \$547,100.00

Price includes the following: 1<sup>st</sup> year pick & delivery for service work  
 5year/100K aftertreatment warranty  
 Floor mats and seat covers

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

Valley Fab and Equipment, Inc.

9776 Trevett Road  
 PO BOX 380  
 BOSTON, NY 14025

Date	Quote #
12/17/2025	01-31431

Name / Address
CITY LOCKPORT ONE LOCKS PLAZA LOCKPORT, NY 14094

Customer Contact	Customer Phone	Customer Fax
CLAYTON DIMMICK	716-439-66750	716-439-6603

Item	Description	Qty	Cost	Total
EQUIPMENT	<p>VALLEY FAB EQUIPMENT WOULD LIKE TO OFFER THE FOLLOWING EVEREST SNOW PLOW PACKAGE FOR CITY OF LOCKPORT CHASSIS. THIS EQUIPMENT IS AVAILABLE OFF ONONDAGA COUNTY CONTRACT #0011142</p> <p>REV. PLOW MODEL#R132TELSH TRIP EDGE-RUBBER FLAP. PLOW MARKERS-WINTER CARBIDE BLADES                      POWER TILT FRONT HITCH MODEL#PT-HEATED PLOW LIGHTS                      CABLE WING SYSTEM MODEL#ACC5411CC72/N1768-FRONT POST MIRROR                      R.J.L. WING MODEL#W144-HD-1E TRIP EDGE-WINTER CARBIDE BLADES                      GALION 11FT STAINLESS STEEL DUMP BODY W/STEEL FLOOR                      36" SIDES 42" GATE                      HARDER CENTER COAL DOOR                      STOVTURN, AMBER-GREEN FLASHERS, BACK UP LIGHTS                      MUD FLAPS FRONT AND REAR OF BACK TIRES                      8" SPREADER PLATE-SHOVEL HOLDER-LADDER W/STEPS-WOOD SIDE BOARDS</p> <p>6S112 HARDER SPREADER</p> <p>PTO 1 XV PUMP TRANSMISSION-TANK/VALVE ENCLOSURE                      HOIST PLOW AIR CONTROLS                      STAINLESS STEEL HYDRAULIC LINES REAR OF CHASSIS                      STAINLESS STEEL QUICK COUPLERS                      ROOF MOUNTED AMBER/GREEN MINI BAR LIGHT CENTER OF CAB                      3EA AUX HEATED WORK LIGHTS                      BACK UP CAMERA WITH ADDITIONAL CAMERA</p>	2	188,500.00	377,000.00
ONONDAGA CO	CONTRACT DISCOUNT		-30.00%	-113,100.00

QUOTE ONLY !! PRICE IS VALID FOR 30 DAYS.

<b>Subtotal</b>	5263,900.00
<b>Sales Tax (8.75%)</b>	50.00
<b>Total</b>	5263,900.00

Phone #	Fax #
(716)941-6644	(716)941-3066

I have reviewed and in agreement with the pricing associated with this order. By signing this quote I hereby authorize to proceed with order.

Signature \_\_\_\_\_



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

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

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

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

## Vehicle Summary

	<b>Unit</b>		<b>Chassis</b>	
Model:	T480 Series Conventional	Fr Axle Load (lbs):		20000
Type:	FULL TRUCK	Rr Axle Load (lbs):		26000
Description 1:	PLOWS	G.C.W. (lbs):		46000
Description 2:	Clone of Chassis 375976 T480 Series Conventional			
	<b>Application</b>	<b>Road Conditions:</b>		
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)		81
Commodity:	Gravel/Crushed Rock/Sand	Class B (Hwy/Min)		15
		Class C (Off-Hwy)		4
		Class D (Off-Road)		0
	<b>Body</b>	Maximum Grade		6
Type:	End Dump	Wheelbase (in):		169
Length (ft):	10	Overhang (in):		60
Height (ft):	13	Fr Axle to BOC (in):		69.5
Max Laden Weight (lbs):	4000			
		Cab to Axle (in):		99.5
		Cab to EOF (in):		159.5
	<b>Trailer</b>	Overall Comb. Length (in):		293
No. of Trailer Axles:	0			
Type:				
Length (ft):	0	<b>Special Req.</b>		
Height (ft):	0	U.S. Domestic Registry, 50-state.		
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	<b>Restrictions</b>			
Length (ft):	75			
Width (in):	102			
Height (ft):	13.5			

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

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



Std/ Opt	Description	Weight
<b>Model</b>		
S	T480 Series Conventional	10,386
O	T480 Vocational Hood	0
O	CARB Low NOX Omnibus Registration Guidelines Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0
O	EPA Clean Idle Label - PACCAR PX Engines	0
O	T480 Single Rear	0
O	State of Registry: New York	0
<b>Engine &amp; Equipment</b>		
O	PACCAR PX-9 360 360@1650 1150@1200, 2024 With Turbo Exhaust Brake (VGT Brake) N09420 C333 0...Reserve Speed Limit Offset (C333) N09380 C334 0...Maximum Cycle Distance (C334) N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10...Maximum Active Distance (C401) N09220 C402 0...Expiration Distance (C402) N09540 C395 0...Expiration Distance (C395) N09260 C121 68...Max Vehicle Speed in Top Gear N09440 C234 NO... Engine Protection Shtdwn N09460 C231 NO... Gear Down Protection N09580 C133 5... Idle Shtdwn Time N09680 C233 NO... Idle Shtdwn Override N09480 C132 1400...Max PTO Speed N09300 C128 68...Max Cruise Control Speed N09500 C239 NO...Cruise Control Auto Resume N09520 C238 NO...Auto Engine Brake in Cruise N09780 C190 80... High Ambient Temperature Thro N09740 C188 40... Low Ambient Temperature Thro N09760 C189 60... Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES... Enable Impending Shutdown Wa N09620 C397 60... Timer For Impending Shutdown N09640 C206 35... Engine Load Threshold N09560 C225 YES... Enable Idle Shutdown Park Br	0
O	EPA Emissions Warranty Engine	0
S	PremierSpec	0
O	Gearing Analysis: Fuel Economy fuel efficiency results	0
O	Customer's Typical Operating Spd: 60 MPH	0



Std/ Opt	Description	Weight
O	EWI Tracking - A2 Engine Module Chassis	0
	RegistrationYear Year of Registration 2025	0
O	Effective VSL Setting NA	0
O	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Overrule	0
O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
S	Air Compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
S	Air Cleaner: MD Composite Engine Mounted	0
O	Inside/Outside Air Intake for Engine Mounted Air Cleaner	16
S	Air Restriction Indicator: Mechanical Mounted on Air Cleaner	0
O	Fan Hub: Horton 2-Speed for PX-9 or L9N or ISL	0
O	Cooling Module: 2.1M MD Vocation Hood 1000 Square Inches	10
O	Radiator Winterfront.	0
O	EXH: Single Can 2024 RH Under with RH Side-of-Cab Vertical Tailpipe	0
O	Tailpipe: 5 in. single 36 in. 45 degree curved.	15
S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines	0
O	Run Aid:Fuel Heat *For Fuel Filter	0
O	Start Aid:12V Heat *For Fuel Filter	1
O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use; High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
O	Block Heater: PACCAR 750 watt 120V for PX-7 and B6 7N. 1000 watt for PX-9 and ISL9 Engines.	2
O	Alternator: PACCAR HDS 160 AMP Brushed	0
O	Batteries: 3 PACCAR GP31 Threaded Post (700-730) 2100-2190 CCA dual purpose	62
S	Mitsubishi 105P55 12V Starter with Cummins and PX	0



Std/ Opt	Description	Weight
	PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or FX engines.	
O	Battery Disconnect Switch: Mounted on Battery Box Provides One (1) Switch	0
O	Remote PTO/Throttle, 12-Pin, Engine Bay Remote Control Provision	0
<b>Transmission &amp; Clutch</b>		
O	Transmission: Allison 3000RDS 6-speed, With PTO drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	443
O	Driveline: 2 Dana SPL170XL 1 Centerbearing	16
S	One Heavy-Duty One-Piece Aluminum Crossmember This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0
O	Torque Converter Included W/ Allison Transmission.	0
O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission 2.1m Medium Duty only	0
O	Allison Fuel Sense: Delete	0
O	Allison Transmission Mobile PTO Operation - Change max output speed to 4500 RPM	0
O	J1939 Park Brake Auto Neutral	0
O	Allison Neutral at Stop	0
O	PTO Adapter For Front Engine PTO (FEPTO)	8
O	Rear Transmission Support Springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed	0
O	Customer Installed Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	38
<b>Front Axle &amp; Equipment</b>		
O	PACCAR FX-20 Front Axle rated at 20K 4" drop standard track	146
O	Front Brakes: 14,601-22K Bendix Air Disc Brakes.	10



Std/ Opt	Description	Weight
O	Splined Rotor for Front Air Disc Brakes for Use with Aluminum Hubs.	0
O	Integral Knuckle for Air Disc Brake, for use on PACCAR FX Steer Axle	-33
O	Front Hubs Aluminum Hub Pilot 20,000 lbs. 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle	16
S	ConMet PreSet Plus Hub Package; Front Axle.	0
S	Hubcap: Front Vented.	0
O	Slack Adjusters Included W/ Front Axle or Brakes. Also use with disc brakes.	0
O	Front Springs: Taperleaf 20K W/ Shock Absorbers w/ maintenance-free elastomer spring pin bushings.	99
O	Dual Power Steering Gears: 18/20K	75
O	Power Steering Cooler:Radiator Mounted Air-to-Oil	11
O	80 mm Front Suspension Spacer Block	0
O	Threaded Front Spring Bushings in Place of elastomeric.	0
O	Front Bendix Air Disc Brake Dustshield includes pad air disc brakes only.	0
<b>Rear Axle &amp; Equipment</b>		
O	Single Dana Spicer S26-190 Rear Axle; 26K capacity rated at 26K. Single rear axle	208
O	Rear Axle Ratio - 5.38.	0
S	Single Rear Brakes 16-1/2x7 in. Bendix ES-extended service S-cam.	0
O	Single Rear Brake Heavy Duty Brake Drums: Cast. Use HD Gunite Drum when single axle with GAWR over 23,000 lbs is selected. With 16.5X7" or 16.5X9 625" brake	0
S	Single Rear Hubs: Iron Hub Pilot 26K; 11.25" Bolt circle. Requires "R" series outer ends.	0
S	ConMet PreSet Plus Hub Package; Single Rear Axle.	0
S	Single Rear Axle Automatic Slack Adjusters. For use with drum brakes	0
O	Spring Brake: 3036 Long Stroke Single 30 Square inches; 36 square inches spring chamber For drum brakes	0
O	Dustshields for Drum Brakes: All Rear Axles.	11
S	Bendix 49/4M Anti-Lock Brake System.	0
O	Wheel Differential Lock for Dana Spicer Axles	28



Std/ Opt	Description	Weight
	S21-170/172, S21-190, S23-170/172, S23-190, S26-190 & S30-190; adds D to the end of the axle part number	
O	Rear suspension: single Reyco 79KB multileaf 31K. 28K spring plus helper. Laden height 8.9 inches, unladen height 11.7 inches. Not available with shocks or swaybars. Not rear air disc brake compatible.	138
O	Rear Axle Stabilizer bar for Reyco 79KB.	55
S	Bolted Rear Suspension Crossmembers for Reyco 79KB. Replaces medium duty standard.	0
<b>Tires &amp; Wheels</b>		
O	Front tires: Goodyear G289 WHA 315/60R22.5 20PR. All position. 43.1 in. diameter. 20 in. SLR.	78
O	Rear tires: Goodyear G182 RSD 11R24.5 16PR. 44.1 in. diameter. drive tire. 20.8 in. SLR. Code is priced per pair of tires	136
O	Rear Tire Quantity: 4	0
O	Front Wheel: Alcoa 89U63 22.5X9 AL Ultra One High Polish Wheel.	-39
O	Rear Wheel: Accuride 28827 24.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand hole. Code is priced per pair of wheels.	76
O	Wheelguards: All Axles.	2
O	Powder Coat White Steel Wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color	0
O	Rear Wheel/Rim Quantity: 4	0
<b>Frame &amp; Equipment</b>		
O	Frame Rails: 10-11/16 x 3-1/2 x 1/2in. Steel to 336in. Truck frame weight is 4 70 lb.-in per pair of rails. Section modulus is 22.35, RBM is 2.683,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	592
O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	65
O	64 in. Bumper Setting. Requires a Bumper Code.	0
S	Front Tow Loops: Two	0
O	24 in. Frame Rail Extensions. Vocational Hoods only	36
O	Huck Bolts Throughout Frame, where Possible.	0



Std/ Opt	Description	Weight
O	Battery Box Cantilever Aluminum BOC with Full polish.	19
S	Battery Box Location: LH Side.	0
S	DPF/SCR Box Natural End Plates and Natural cover.	0
S	Heavy-Duty One-PC Aluminum Intermediate/ Fill-in crossmember	0
S	Heavy-Duty 5-Piece Rear Cab Support, Hucked assembly. Huck fastened to frame.	0
O	Final End-of-Frame Cut-Off Dimension Will be modified to 61 in. to 65 in.	0
O	Customer Will Install Structural End-of-Frame crossmember before vehicle is placed in service	0
O	Two Rams Horn Open Rear Tow Hooks, Not for trailer towing.	17
O	Delete Mudflap Arms: Dealer/ Customer Responsible for installation of arms.	-12
O	Delete Mudflap Shields-Dealer/Customer responsible for installation of shields.	-8
S	Square End-of-Frame W/O Crossmember; Non-Towing.	0
<b>Fuel Tanks &amp; Equip</b>		
O	60 US Gallon D-Shape Rectangular Aluminum Under fuel tank, replace With non-slip step.	23
S	Small DEF Tank, 5.5 Gallons.	0
O	Polished Fuel Tank Steps.	0
O	Polish Only One Aluminum Tank.	0
O	Polished Cover for 1 DEF Tank Any Size.	3
O	Polished Stainless Steel Tank Straps for 1 Tank.	0
O	DEF to fuel fill ratio between 1.25:1 and 2:1.	0
O	Fuel Tank Drain Plug.	0
S	DEF Tank Location is LH BOC. For 2.1M Medium-Duty	0
O	Location: 60 gal fuel tank LH under cab.	0
<b>Cab &amp; Equipment</b>		
S	Cab: Stamped Aluminum with Curved Windshield LED markers Requires separate roof code.	0
O	Hood: Stamped Vocational w/ Stationary Grille w/ Chrome Crown	-24



Std/ Opt	Description	Weight
O	<b>Fine Particulate Filter for Cabin Air HVAC</b> system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	0
S	<b>Cab HVAC - Day Cab and 40 in. Sleeper</b> System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
O	<b>Kenworth Smartwheel: 18 in. Non-Leather With</b> Integrated Radio and Cruise Controls.	0
S	<b>Adjustable Telescoping Tilt Steering Column.</b>	0
O	<b>5 Sets of Keys. Replaces Standard 2 Sets of Keys.</b>	0
O	<b>Information for Customer-Installed PTO Muncie</b> 10-bolt.	0
O	<b>Dash Switch: 1st Allison-Mounted PTO.</b> Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
O	<b>Two Spare Switches: Wired to Power. EOF Wire</b> termination.	0
O	<b>Spare Power Wiring For Customer Installed Devices</b> Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each	2
O	<b>Gauge: DD Virtual Gauge - Eng Pto Hour</b>	0
O	<b>Gauge: DD Virtual Gauge - Manifold</b> Pressure Boost	0
O	<b>Gauge: DD Virtual Gauge - Engine Percent</b> Torque	0
O	<b>Gauge: DD Virtual Gauge - Engine Hours</b> Instrument Cluster	0
O	<b>Gauge: DD Virtual Gauge - Volts</b> Instrument Cluster	0
O	<b>Gauge: Manifold Pressure Gauge.</b> The NavPlus HD unit includes a virtual manifold pressure gauge.	0
S	<b>Main Instrument Package: 7" Digital Display</b> Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
S	<b>Interior Trim Package: 2.1M MD Gray Foam</b>	0



Std/ Opt	Description	Weight
	Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	
O	Driver Seat: KW Air Seat HB Vinyl w/ Dual Armrests/Susp Cover	0
O	Rider Seat: KW Air Seat HB Vinyl w/ Susp Cover/ Occupancy Sensor w/o Armrests	0
O	Seat Color: Black Replacing Standard Gray	0
O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
O	Speaker Package For Cab: (2) Speakers B-Pillar	0
O	CB Installation Kit: C/I Center Mtd of Header w/ Dual Antenna on LH/RH mirrors. One Jumper Harness.	2
O	Footwell Light: Red Lens & Switch	0
S	Turn Signal: Self-Cancelling	0
S	LH and RH Trip Ledge Rain Deflectors	0
S	Global Telematics Unit	0
O	Long Grabhandle RH Side Mounted to Side-of-Cab exhaust	2
O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3
S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls	0
S	Single Air Horn Under Cab.	0
S	Look-Down, Pass. Door, Black 11x6	0
S	Mirror Shell: Dual Aero In-Mold Black	0
O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX.	0
S	Rear Cab Stationary Window 19in x 36in	0
O	3.5in x 11.5in Plastic Records Holder: Mounted On Rear Cab Panel Not available With Sleeper Or 2 Person Bench Seat	0
S	One-Piece Bonded-In Windshield With Curved Glass. Standard	0
O	Exterior Stainless Steel Sunvisor.	11





Std/ Opt	Description	Weight
	24 months / 250,000 miles / 402,336 km / 6250 hours	
O	Severe Service Medium-Duty Warranty: 12 months/ 50,000 miles & km	0
O	Allison 3000 Series Transmission Surcharge	0
O	TruckTech+ RD - 5YR Sub PACCAR PX Engines	0
O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0
<b>Miscellaneous</b>		
O	GHG Secondary Manufacturer: Does Not Apply	0
O	Additional Lead Time Required for Off Highway & for specialty component truck.	0
O	Warning Triangle Reflector Kit: Shipped Loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
O	One 5 lb. Dry Chemical Type Fire Extinguisher mounted outboard of driver seat. Class ABC.	11
S	EMUX Architecture	0
<b>Promotions</b>		
<b>Paint</b>		
O	Paint Color Number(s).  N9702 A - M1001 GREEN N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0
O	Steel Bumper Painted Frame Color	0
O	Day Cab Pearl Metallic Paint	0
S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
O	Non-Standard Paint Color.	0
S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0



Total Weight (lbs)

12,773

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer

### **Prices and Specifications Subject to Change Without Notice.**

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Unpublished options may require review/approval.

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

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#### **PRICING DISCLAIMER**

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

### City of Lockport - Resolution Request Form

Agenda Description: Sewer Vac Truck Repair Contract Approval

Presented By: DPC Date Submitted: 1.14.2026

Topic Area (Select Most Applicable Option):

Community Event	<input type="checkbox"/>	Local Law Change	<input type="checkbox"/>
Budget Amendment	<input type="checkbox"/>	Community Development	<input type="checkbox"/>
Contract Approval	<input checked="" type="checkbox"/>	Community Event	<input type="checkbox"/>
Donation Acceptance	<input type="checkbox"/>	Engineering Process	<input type="checkbox"/>
Grant Application / Award	<input type="checkbox"/>	Code and Planning	<input type="checkbox"/>
Fund Utilization Request	<input type="checkbox"/>	Other	<input type="checkbox"/>

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 approves a repair contract with S&S Fleet Solutions for the City's sewer vacuum truck. It authorizes the use of existing capital project funds, approves S&S as the vendor, and allows the City to issue the required \$100,000 down payment so repairs can begin and the truck can be returned to service.

Explanation of Attachments:

1) Resolution 2)Contract 3) Budget Performance Report H231

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:

## **SEWER VAC TRUCK REPAIR CONTRACT APPROVAL**

**WHEREAS**, the Common Council previously adopted Resolution No. 121725.5A establishing a capital project for the repair of the City of Lockport's sewer vacuum truck; and

**WHEREAS**, the sewer vacuum truck is essential to the operation and maintenance of the City's sewer system and the protection of public health and infrastructure; and

**WHEREAS**, S&S Fleet Solutions has been identified as a qualified vendor and has submitted a contract and repair estimate outlining the scope of work and associated costs for the repair of the sewer vacuum truck; and

**WHEREAS**, sufficient funding exists within the established capital project to cover the cost of the proposed repairs, and the contract requires a down payment of \$100,000 prior to commencement of work due to the cost of materials;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Lockport that the contract and repair estimate submitted by S&S Fleet Solutions for repairs to the City's sewer vacuum truck are hereby approved, that S&S Fleet Solutions is approved as the vendor, that expenditures for said repairs are authorized from the H231 capital project, and that the City is authorized to issue a down payment in the amount of \$100,000 prior to the commencement of work, with remaining payments to be made in accordance with the approved contract and submitted invoices.

Estimate #9116  1  
1/14/2026

City of Lockport  
Main



**SandS Fleet Solutions, Inc.**  
801 Richfield St.  
Lockport, NY 14094  
matt@ssfleetsolutions.com  
(716) 438-3780

Purchase  
Order

Unit

Unit: (Freightliner vac truck) License Plate: (NY) BG3394 VIN: 1FVAG3FE5PHUF1215 2023 Freightliner 114SD Current Usage: 2,013 Miles

Toggle All:  No  Yes

Description	Quantity	Rate	Amount	Authorized
<p>Truck struck a bridge with the body/tank in the "up" position causing severe damage to the body and frame assembly. Main body, rear door and cylinder with hoses need to be replaced. Once necessary pieces are removed from frame, the rest of the damage to the truck can be properly assessed. Sub frame assembly may require repair. Any necessary repairs to subframe will be made in house at an additional cost. New parts will be installed to allow all parts of the vacuum system to properly seal. Additional parts may be added to parts list once the job commences. All change orders to original estimate will be submitted to owner for pre-approval.</p> <p>S&amp;S warranties all repairs to the truck for 12 months from date of final invoice.</p> <p>Down payment of \$100,000 must be made before parts can be ordered in order for work to commence.</p>	202.85714	\$175.00	\$35,500.00	<input type="radio"/> No <input checked="" type="radio"/> Yes

Description	Quantity	Rate	Amount	Authorized
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Original down payment of \$100,000 will be used towards parts purchases for the job.

Remaining balance of invoice must be paid within 30 days of the date of the final invoice.

Parts will NOT be ordered until initial down payment is made.

Parts are expected to take 3 weeks to ship to S&S once ordered.

All work is expected to take approximately 8 weeks to complete AFTER parts are received at S&S Fleet.

Main body	1	\$95,349.09	\$95,349.09	
Cylinder	1	\$4,576.21	\$4,576.21	
Cylinder	1	\$772.80	\$772.80	
Support	2	\$157.22	\$314.44	
Pin	2	\$77.01	\$154.02	
Pin	4	\$5.26	\$21.04	
Pin	4	\$32.69	\$130.76	
Cylinder	1	\$494.27	\$494.27	
Pipe rack weldment	1	\$985.97	\$985.97	
Cyclone weldment	1	\$4,581.58	\$4,581.58	
Arrowboard assembly	1	\$1,753.28	\$1,753.28	
Crossover tube	2	\$245.88	\$491.76	
LH air plenum	1	\$2,230.41	\$2,230.41	
Plate	1	\$129.95	\$129.95	

Description	Quantity	Rate	Amount	Authorized
Spill plate weldment	1	\$373.39	\$373.39	
Spill plate weldment	1	\$373.39	\$373.39	
Flange weldment	1	\$457.29	\$457.29	
Pipe rack install kit	2	\$242.38	\$484.76	
Rubber boot	1	\$713.13	\$713.13	
Lock plate	4	\$33.95	\$135.80	
Alignment bar	4	\$67.64	\$270.56	
Hold down	1	\$249.28	\$249.28	
Hold down	1	\$249.28	\$249.28	
Hold down	4	\$302.16	\$1,208.64	
Paint and prep supplies	1	\$950.00	\$950.00	
Freight	1	\$6,500.00	\$6,500.00	
		<b>Subtotal</b>	\$159,451.10	
		<b>Shop Supplies</b>	\$0.00	
		<b>Labor</b>	\$35,500.00	
		<b>Parts</b>	\$123,951.10	
		<b>Subtotal</b>	\$159,451.10	
		<b>Total</b>	\$159,451.10	

Select Contact

\*Required

By submitting I authorize the corrections above marked "Yes".

# Budget Performance Report

Life-to-Date to 01/14/26

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 H231 - Active, Sewer Vac Truck Repair									
	REVENUE								
	Department 5110 - Street Maintenance								
35031	Interfund Transfer From								
35031.A	Interfund Transfer From General	.00	200,000.00	200,000.00	.00	.00	200,000.00	.00	100
	<b>35031 - Interfund Transfer From Totals</b>	<b>\$0.00</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	<b>100%</b>
	Department 5110 - Street Maintenance Totals	\$0.00	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	100%
	REVENUE TOTALS	\$0.00	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	100%
	EXPENSE								
	Department 5110 - Street Maintenance								
52420	Machinery & Equip-Heavy Equipment	.00	200,000.00	200,000.00	.00	.00	.00	200,000.00	0
	Department 5110 - Street Maintenance Totals	\$0.00	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	0%
	EXPENSE TOTALS	\$0.00	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	0%
Fund H231 - Active, Sewer Vac Truck Repair Totals									
	REVENUE TOTALS	.00	200,000.00	200,000.00	.00	.00	200,000.00	.00	100%
	EXPENSE TOTALS	.00	200,000.00	200,000.00	.00	.00	.00	200,000.00	0%
Fund H231 - Active, Sewer Vac Truck Repair Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	(\$200,000.00)	
	Grand Totals								
	REVENUE TOTALS	.00	200,000.00	200,000.00	.00	.00	200,000.00	.00	100%
	EXPENSE TOTALS	.00	200,000.00	200,000.00	.00	.00	.00	200,000.00	0%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	(\$200,000.00)	