

City Clerk

From: Kristin Schubring <kschubring@lockportny.gov>
Sent: Tuesday, February 10, 2026 2:22 PM
To: deputyclerk@lockportny.gov
Cc: cityclerk@lockportny.gov
Subject: AP Fund Totals 1/30/26 spc run, 2/11/26

Hello,

Invoices to be approved at the meeting on 2/11/26 are as follows:

2025

Fund A General - \$190,444.15
Fund CL Refuse & Recycling - \$87.38
Fund FX Water - \$27,391.69
Fund G Sewer - \$30,320.83
Fund H Capital Projects - \$43,863.00
Fund MS Health Insurance - \$380.55
Total - \$292,487.60

2026

Fund A General - \$138,711.67
Fund CL Refuse & Recycling - \$110,154.90
Fund FX Water - \$22,865.52
Fund G Sewer - \$24,518.16
Fund H Capital Projects - \$163,876.98
Fund MS Health Insurance - \$3,666.65
Fund S Worker's Comp - \$7,500.00
Total - \$471,293.88

Please let me know if you have any questions.
Thanks!



Kristin Bernardi Schubring
Principal Account Clerk
Finance Department
City of Lockport, NY
716.439.6620

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

1/15/26, PAID on date 1/22/26
is approved at dollars, \$644,223.83
Civil Service Mary Pat Silbert

Pay Batch 01/22/26 Total

Employees in Pay Batch 219

Female Employees in Pay Batch 46

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,844.10	Gross	644,223.83	Health Ins 298 Class 2 Family	33,893.96
ALWP - Administrative Leave with	80.0000	3,462.70	Imputed Income		Health Ins 298 Class 2 Single	11,422.46
BERV - Bereavement	78.0000	2,701.45	Federal	70,495.25	Health Ins 298 Class 3 Family	90,082.85
CMPE 1.0 - Comp Earned @ 1.0	6,228.6250	.00	FICA	38,967.30	Health Ins 298 Class 3 Single	9,298.66
CMPE 1.5 - Comp Earned @ 1.5	4.0000	.00	Medicare	9,113.06	Health Ins 298 Class 4 Family	8,314.76
CMPU - Comp Time Used	346.2500	11,835.85	New York State	31,627.77	Health Ins 298 Class 4 Single	2,585.07
EDAY - Extra Day	242.0000	9,980.71	3% - RET ERS TIER 6	2,312.21	HRA 298 Class 3 Family	30,556.56
FHDB - Floating Holiday Buy Out	40.0000	1,802.80	3% - RET ERS TIER 6 OT	332.05	HRA 298 Class 4 Family	2,241.36
FHDE - Floating Holiday Earned	11,217.1700	.00	3% - RET PF TIER 6	478.46	HRA 298 Class 4 Single	793.20
FHDL - Floating Holiday Lost	32.0000	.00	3% - RET PF TIER 6 OT	45.00	HRA Family Flat	45,183.33
FHDU - Floating Holiday Used	204.0000	7,016.11	3.5% - RET ERS TIER 6	1,654.55	HRA Single \$250 Flat	9,666.66
FLSA - FLSA	.0000	574.31	3.5% - RET ERS TIER 6 OT	238.25	Total	\$244,038.87
FMLN - FMLA Leave without Pay	80.0000	.00	3.5% - RET PF TIER 6	2,445.77	Employer Taxes	
FMLS - FMLA Sick Used	160.0000	8,156.40	4.5% - RET PF TIER 6 OT	255.16	FICA	38,967.30
HOL - Holiday	.0000	114.73	4.5% - RET ERS TIER 6	568.74	Medicare	9,113.06
HOLIDAYPT - Holiday - Part Time	.0000	1.59	4.5% - RET ERS TIER 6 OT	53.41	Total	\$48,080.36
JURY - Jury Duty	32.0000	833.60	4.5% - RET PF TIER 6	2,017.65	Workers' Comp	
LONG - Longevity Payment	.0000	7,556.03	4.5% - RET PF TIER 6 OT	146.76	Workers Compensation - General	15,222.56
OOT - Out of Title	660.0000	29,866.07	457 % Deduction	8,113.77	Workers Compensation - Sewer	1,580.26
OOT OT 1.5 - Out of Title OT at	15.0000	703.58	457 Flat Dollar Deduction	12,770.00	Workers Compensation - Water	1,677.28
OOT OT SHIFT 10% - OOT OT	24.0000	1,121.61	5.75% - RET ERS TIER 6	222.55	Workers Compensation 50%	299.32
OT 1.0 - Overtime at Straight 1.0	31.0000	1,030.49	5.75% - RET PF TIER 6	3,759.50	Total	\$18,779.42
OT 1.5 - Overtime @ 1.5	1,080.2500	55,491.02	5.75% - RET PF TIER 6 OT	376.73	Direct Deposits	
OT 1.5 SHIFT 10% - OT @ 1.5	39.0000	1,946.37	6% - RET PF TIER 6	266.23	Armed Forces Bank	1,515.77
OT 1.5 SHIFT 15% - OT @ 1.5	40.0000	1,913.49	6% - RET PF TIER 6 OT	13.31	Bancorp Bank	1,420.13
PRSE - Personal Earned	5,473.5000	.00	AFLAC POSTTAX	320.76	Bank of Akron	3,030.12
PRSL - Personal Lost	4.0000	.00	AFLAC PRETAX	415.66	Bank of America	7,884.42
PRSU - Personal Used	249.0000	9,336.55	ALLSTATE POSTTAX	513.60	BANK OF AMERICA (2)	2,307.99
REG - Regular	12,257.2500	425,272.13	ALLSTATE PRETAX	568.42	BANK OF AMERICA (4)	1,713.31
REG PT - Regular Part Time	182.0000	6,330.09	Child Support - Amount	990.00	Bank on Buffalo	3,168.56
REG SHIFT 10% - Regular Shift	160.0000	5,219.48	COLONIAL LIFE POSTTAX	95.21	Capital One 360	3,585.17
REG SHIFT 15% - Regular Shift	368.0000	12,230.18	COLONIAL LIFE PRETAX	32.88	Chase Bank	2,031.42
RET REF1 - Ret Refund Contrib &	.0000	327.34	Firefighter Life Ins	170.65	Chase Bank (2)	1,790.00
RETRO - Retroactive Pay	.0000	182.89	FSA PRETAX	937.75	Chime	1,752.61
RETRO OT - Retroactive Pay	.0000	2,277.88	Health Ins 298 Class 2 Family	3,042.00	Citizens Bank	17,053.08
RGS - Regular - Salary	70.0000	.00	Health Ins 298 Class 2 Single	1,124.97	Cornerstone Comm FCU	135,762.70
SAL - Salary	.0000	3,806.51	Health Ins 298 Class 3 Family	2,609.35		
SAL PT - Salary Part Time	.0000	1,640.36	Health Ins 298 Class 3 Single	822.38		
SCKE - Sick Earned	2,002.1250	.00	Health Ins 298 Class 4 Family	988.49		

38441.10

3897.39

City of Lockport

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 1/29/26, PAID on date 2/05/26 is approved at dollars, \$ 689,945.05
Civil Service Mary Pat Albert

Pay Day Register
 Pay Date Range 01/16/26 - 01/29/26
 Pay Batch 02/05/26

Pay Batch 02/05/26 Total

Employees in Pay Batch 219

Female Employees in Pay Batch 46

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,844.10	Gross	689,945.65	Health Ins 298 Class 2 Family	32,677.19 .00
ALWP - Administrative Leave with	80.0000	3,462.70	Imputed Income		Health Ins 298 Class 2 Single	11,422.46 .00
BERV - Bereavement	24.0000	1,009.74	Federal	78,450.54	Health Ins 298 Class 3 Family	87,710.69 .00
CMPB - Comp Buy Out	36.5000	1,092.83	FICA	41,852.95	Health Ins 298 Class 3 Single	9,298.66 .00
CMPE 1.0 - Comp Earned @ 1.0	107.7500	.00	Medicare	9,788.21	Health Ins 298 Class 4 Family	8,314.76 .00
CMPE 1.5 - Comp Earned @ 1.5	17.0000	.00	New York State	34,275.73	Health Ins 298 Class 4 Single	2,585.07 .00
CMPU - Comp Time Used	170.7500	6,184.18	3% - RET ERS TIER 6	2,269.70	Total	\$152,008.83
EDAY - Extra Day	178.0000	7,699.28	3% - RET ERS TIER 6 OT	806.38	Employer Taxes	Gross Base
FHDB - Floating Holiday Buy Out	120.0000	5,194.14	3% - RET PF TIER 6	490.84	FICA	41,852.95 675,048.78
FHDE - Floating Holiday Earned	32.0000	.00	3% - RET PF TIER 6 OT	32.05	Medicare	9,788.21 675,048.78
FHDU - Floating Holiday Used	244.0000	7,968.23	3.5% - RET ERS TIER 6	1,723.73	Total	\$51,641.16
FLSA - FLSA	.0000	283.80	3.5% - RET ERS TIER 6 OT	460.86	Workers' Comp	Gross Base
FMLE - FMLA Extra Day	16.0000	815.64	3.5% - RET PF TIER 6	2,375.23	Workers Compensation - General	15,479.12 532,301.13
FMLN - FMLA Leave without Pay	8.0000	.00	3.5% - RET PF TIER 6 OT	350.45	Workers Compensation - Sewer	1,723.92 56,428.73
FMLS - FMLA Sick Used	240.0000	10,756.28	4.5% - RET ERS TIER 6	568.31	Workers Compensation - Water	1,448.56 55,488.31
HOL - Holiday	725.0000	21,462.20	4.5% - RET ERS TIER 6 OT	64.09	Workers Compensation 50%	342.08 6,399.59
JURY - Jury Duty	40.0000	1,042.00	4.5% - RET PF TIER 6	2,064.50	Total	\$18,993.68
LWOP - Leave Without Pay	24.0000	.00	4.5% - RET PF TIER 6 OT	214.16	Direct Deposits	Amount
OOT - Out of Title	566.0000	25,642.26	457 % Deduction	8,906.92	Armed Forces Bank	1,536.88
OOT OT 1.5 - Out of Title OT at	32.0000	1,409.78	457 Flat Dollar Deduction	12,970.00	Bancorp Bank	1,820.62
OT 1.0 - Overtime at Straight 1.0	39.0000	1,152.77	5.75% - RET ERS TIER 6	222.55	Bank of Akron	3,705.00
OT 1.5 - Overtime @ 1.5	1,967.2500	95,640.34	5.75% - RET PF TIER 6	3,919.37	Bank of America	8,434.18
OT 1.5 SHIFT 10% - OT @ 1.5	32.0000	1,618.64	5.75% - RET PF TIER 6 OT	550.38	BANK OF AMERICA (2)	2,307.99
OT 1.5 SHIFT 15% - OT @ 1.5	131.0000	6,574.19	6% - RET PF TIER 6	266.23	BANK OF AMERICA (4)	2,500.09
PRSU - Personal Used	306.5000	12,201.51	AFLAC POSTTAX	325.92	Bank on Buffalo	3,213.12
REG - Regular	11,826.7500	413,614.39	AFLAC PRETAX	415.66	Capital One 360	4,079.24
REG PT - Regular Part Time	152.5000	5,783.60	ALLSTATE POSTTAX	513.60	Chase Bank	2,707.22
REG SHIFT 10% - Regular Shift	160.0000	5,219.48	ALLSTATE PRETAX	568.42	Chase Bank (2)	1,782.37
REG SHIFT 15% - Regular Shift	344.0000	11,676.70	Child Support - Amount	2,579.70	Chime	1,552.61
REGS - Regular Seasonal	72.0000	1,152.00	COLONIAL LIFE POSTTAX	95.21	Citizens Bank	16,473.27
RETRO - Retroactive Pay	.0000	2,123.81	COLONIAL LIFE PRETAX	32.88	Cornerstone Comm FCU	142,622.79
RETRO OT - Retroactive Pay	.0000	481.51	FSA PRETAX	810.83	Discover Bank	800.00
RGS - Regular - Salary	70.0000	.00	Health Ins 298 Class 2 Family	3,042.00	Encompass Niagara FCU	195.00
SAL - Salary	.0000	3,806.51	Health Ins 298 Class 2 Single	1,124.97	ESL FCU	1,459.28
SAL PT - Salary Part Time	.0000	2,184.59	Health Ins 298 Class 3 Family	2,609.35	Evans Bank	550.00
SCKU - Sick Used	444.5000	15,325.85	Health Ins 298 Class 3 Single	822.38	Financial Trust FCU	100.00
STIP - Stipend	.0000	192.31	Health Ins 298 Class 4 Family	988.49		
VACB - Vacation Buy Out -	40.0000	2,228.90	Health Ins 298 Class 4 Single	310.20		
VACE - Vacation Earned	(240.0000)	.00	NEW YORK LIFE	162.43		

8897.39

City Clerk

From: cedwards@lockportny.gov
Sent: Tuesday, February 3, 2026 11:08 AM
To: 'City Clerk'
Subject: FW: [EXTERNAL] Soccer Shorts: Altro/Willow Park Green Space Use 2026

From: Soccer Shots Buffalo Programming <wnyparks@soccershots.com>
Sent: Tuesday, February 3, 2026 10:30 AM
To: Deputy City Clerk <deputyclerk@lockportny.gov>
Subject: [EXTERNAL] Soccer Shorts: Altro/Willow Park Green Space Use 2026

Good Morning,

I hope you are staying warm! We are looking forward to warmer days to come!

We are hoping to be able to use the green space at the George Lamm Post again this 2026 season! We would like to stay on Saturdays from 9:00-10:30pm, the dates would be 4/18-11/14.

Please let me know if you need anything else from me! I look forward to hearing from you!

Thank you,

Jillian Harrison
Director of Youth Programming
Soccer Shots Buffalo
Office: (716) 650-0891
www.SoccerShotsBuffalo.com
WHO WE ARE
Like us on Facebook!
Follow us on Instagram!



"Soccer Shots Buffalo creates happiness by providing the most fun, active, environment for children 2-7 and their families"

CATALANOLAW

p 315-500-5000 • f 315-876-9820
catalanowins.com

January 8, 2026

RECEIVED

FEB 04 2026

CITY CLERK OFFICE

Via Certified Mail Return Receipt

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

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

**Re: Andrew J. Murphy and Angelica Chacon
17 Remick Parkway, Lockport, NY**

Dear Sirs or Madams:

Please allow this to serve as prior written notice of a large, ill-maintained, and decaying tree between the sidewalk and street in front of my clients' home at 17 Remick Parkway in the City of Lockport. Enclosed is a photo taken in September 2025 of the City owned tree at issue.

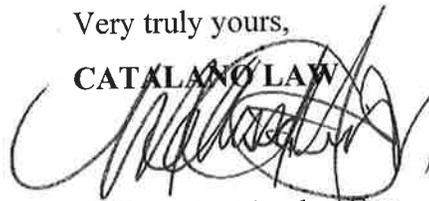
Moreover, may this serve as prior written notice of my clients' intent to sue the City of Lockport, NY should the tree at issue fall, whether in a storm or not, and damage my clients' home, vehicles, or physically injure someone.

We ask that the City of Lockport, NY cut this dangerous tree down immediately as it is a serious hazard to person and property.

Thank you.

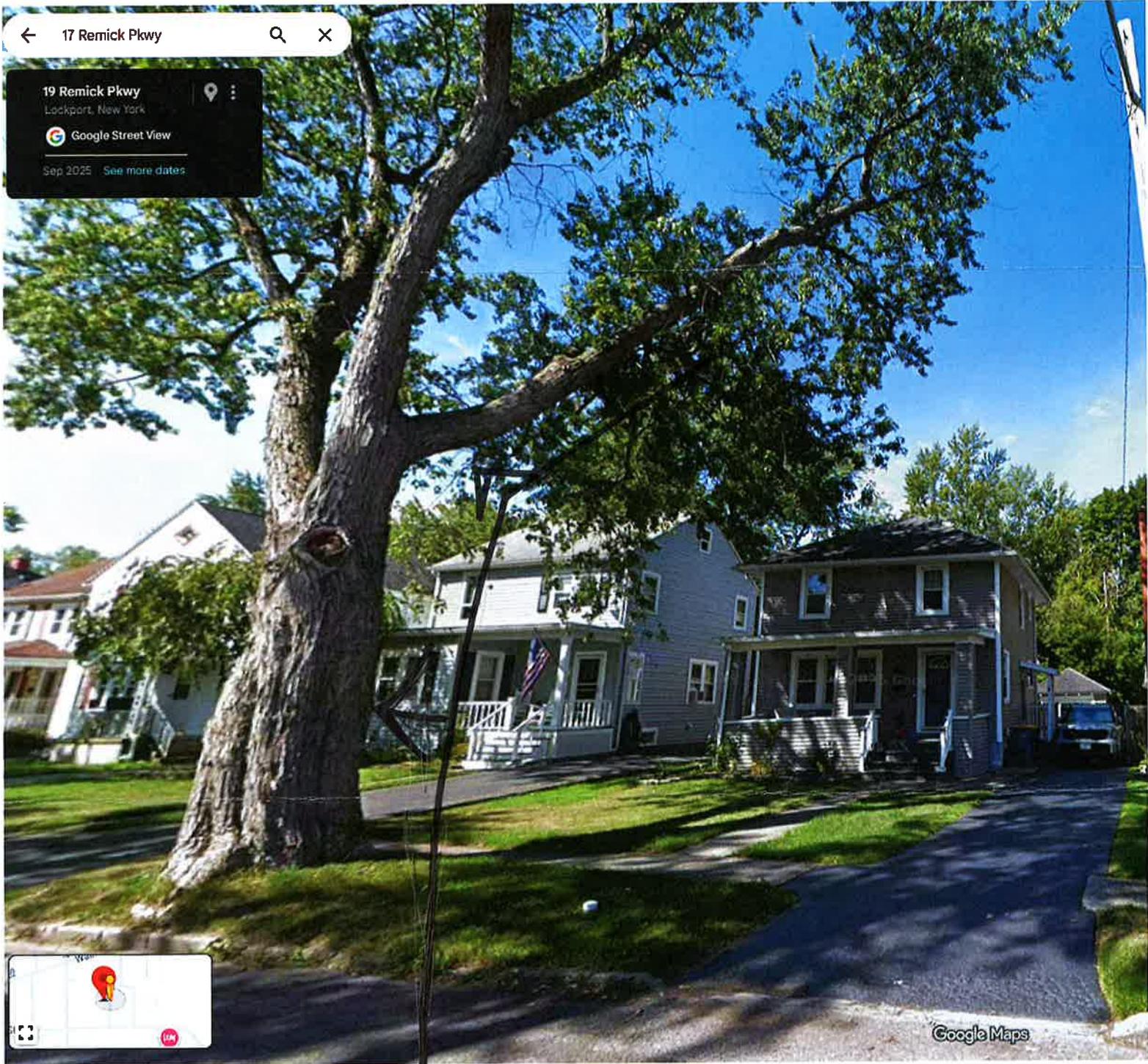
Very truly yours,

CATALANOLAW



Mellissa A. Murphy, Esq.

cc: Andrew Murphy and Angelica Chacon
17 Remick Parkway
Lockport, NY 14094



tree at issue

Employee Birthday Anniversary Report

Anniversary Date
February

Employee	Benefit Group	Date	Years
Department Fire - Fire Department			
1098 Keleher, James B	FIRE - Fire	2/17/1997	29
1079 Devine, Matthew M	FIRE - Fire	2/11/2008	18
1084 Galanis, Michael P	FIRE - Fire	2/11/2008	18
1103 Loucks, Timothy M	FIRE - Fire	2/11/2008	18
1086 Gowanlock, Richard T	FIRE - Fire	2/13/2017	9
1105 Lundquist, Timothy C	FIRE - Fire	2/13/2017	9
1139 Turton, Adam M	FIRE - Fire	2/13/2017	9
1147 Wolck, Joshua R	FIRE - Fire	2/13/2017	9
1075 Burke, Peter J	FIRE - Fire	2/12/2018	8
1096 Kaszuba, Nicholas V	FIRE - Fire	2/12/2018	8
1109 Messer, John W	FIRE - Fire	2/12/2018	8
1144 Webster, Corey P	FIRE - Fire	2/12/2018	8
1223 Kalbfliesh, Nicholas P	FIRE - Fire	2/11/2019	7
1222 Licata, Paul D	FIRE - Fire	2/11/2019	7
1221 Pytlik, James P	FIRE - Fire	2/11/2019	7
1320 Weber, Eric S	FIRE - Fire	2/10/2020	6
1473 Allen, Jeremy E	FIRE - Fire	2/14/2022	4
1472 DiCarlo, Nicholas L	FIRE - Fire	2/14/2022	4
1468 Evans, Connor T	FIRE - Fire	2/14/2022	4
1471 Fisher, Sean MJ	FIRE - Fire	2/14/2022	4
1470 Hildebrant, Randall C JR	FIRE - Fire	2/14/2022	4
1469 Sukdolak, Baxter C	FIRE - Fire	2/14/2022	4
1513 Bair, Aaron J	FIRE - Fire	2/6/2023	3
1512 Spark, Caleb M	FIRE - Fire	2/6/2023	3
1576 Harris, Jacob D	FIRE - Fire	2/7/2024	2
Department Fire - Fire Department Totals		Employees 25	
Department Police - Police Department			
1114 Palumbo, Anthony J	POLICE - Police	2/6/1995	31
1225 Jones, William E	POLICE - Police	2/28/2011	15
1074 Burdick, Patricia A	POLICE - Police	2/23/2018	8
1428 Higgins, John F II	POLICE - Police	2/23/2021	5
1474 Smith, Ian T	POLICE - Police	2/14/2022	4
Department Police - Police Department Totals		Employees 5	
Department Public Works - Public Works			
1037 Szymanski, Randy S	AFSCME - AFSCME	2/6/2004	22
1043 Stadlmeir, Joshua	AFSCME - AFSCME	2/21/2007	19
1575 Cacciatore, Alexis T	AFSCME - AFSCME	2/2/2024	2
1623 Teeter, Kevin M	AFSCME - AFSCME	2/7/2025	1
Department Public Works - Public Works Totals		Employees 4	

Police Lieutenant

Police Officer

LOCKPORT LITTLE LOOP FOOTBALL AGREEMENT

AGREEMENT made this 23rd day of January 2026, by and between LOCKPORT LITTLE LOOP FOOTBALL, hereinafter referred to as "LLLF" and the CITY OF LOCKPORT, NEW YORK, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, LLLF this agreement relates to the use of the City of Lockport Exchange Football Field; and

WHEREAS, on resolution _____ was passed by the Common Council authorizing the City to enter into agreement with LLLF; and

NOW, THEREFORE, In consideration of mutual covenants herein contained and other goods and valuable consideration, the receipt whereof is hereby acknowledged, it is hereby mutually agreed that:

1. LLLF request permission from the City to use Exchange Field at Outwater Park for their season between the months of April 1st through December 1st 2026
2. LLLF would request that the City grant permission to LLLF for use of the lights at Outwater Park during the season for all home games, also LLLF request permission for the lights from October 1, 2026 through November 30, 2026.
3. The City recognizes the City policy to accommodate the LLLF schedule whenever possible. To facilitate this provision LLLF will provide the City with a schedule of games and practices as soon as possible and will notify the City of any changes, this usage policy shall be exclusive to LLLF.
4. LLLF will be granted permission to store their equipment in the field house at Outwater Park during the year, and LLLF will store all items within the building properly and maintain insurance on items.
5. LLLF is granted permission to run a concession stand during all events at Outwater Pak, subject to required permits.
6. LLLF shall obtain a Certificate of Insurance naming the City of Lockport as an additional insured.

7. The City shall maintain grass and lines on Exchange Field in accordance with LLLF schedule, which LLLF will provide.
8. LLLF shall keep the City informed of any and all modifications made to the building and or ground belonging to the City of Lockport
9. LLLF shall police and maintain Exchange Field and surrounding area before and following all LLLF sponsored events.
10. Fees are waived for this contract year but will be established as per fee schedule next season
11. Any damage needs to be reported immediately as to make the appropriate entity can be held responsible for fixing and or replacing said items (Lockport Wildcats do have permission to use such named field and are responsible for any damage caused by their league).
12. No other "youth" football teams have permission to use said field.

IN WITNESS WHEREOF, the parties have executed this agreement as indicated herein below.

CITY OF LOCKPORT

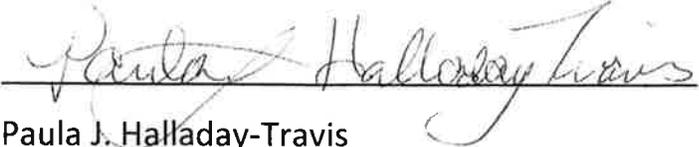
By: 

LOCKPORT LITTLE LOOP FOOTBALL

By: 

Date:

Sworn to before me this 23rd day of January 2026


Paula J. Halladay-Travis my commission expires 12/31/26

*Paula Halladay-Travis
Commissioner of Deeds city of Lockport
No. 12360
Cert. Filed in Niagara County
Commission Expires on 12-31-2026*

AGENCY CUSTOMER ID: 00004553

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED LOCKPORT LITTLE LOOP FOOTBALL	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

EQUIPMENT FLOATER / INLAND MARINE
 CARRIER: HOUSTON CASUALTY
 Amount of Insurance: \$ 70,000 Sports Equipment
 Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately
 Deductible: \$500

YOUTH FOOTBALL AND OR CHEER PARTICIPANTS MEDICAL COVERAGE
 CARRIER: EVEREST
 POLICY NUMBER: AHP1200068-251
 Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$10,000 Maximum amount
 Accident Medical Expense Benefit: \$250,000
 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period: within 90 days of the date of the accident causing the Injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2025

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

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

PRODUCER American Specialty Insurance & Risk Services, Inc. dba A S Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Arch Insurance Company		11150
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED
 M&M Youth Sports LLC dba Soccer Shots Buffalo
 108 Old Carriage House Rd
 Grand Island NY 14072

COVERAGES **CERTIFICATE NUMBER:** 1002348678 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y		SBCGL2232204	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

- Sexual Abuse or Molestation Coverage is included on the GL Policy. \$1,000,000 Limit each occurrence, \$2,000,000 Limit Aggregate.

- Coverage available under policy SR2014PA-P-054014-000 is on file with the policyholder. Accident Medical Coverage, \$25,000 per injury excess of any other valid and collectible insurance (no deductible applies). Accidental Death and Dismemberment \$10,000 per person per accident.

CERTIFICATE HOLDER The City of Lockport is named as additional insured as it relates to the use of the City's right-of-way and Altro Park to conduct a youth soccer program 201 Willow Street Lockport NY 14094	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED M&M Youth Sports LLC dba Soccer Shots Buffalo 108 Old Carriage House Rd	
POLICY NUMBER SBCGL2232204		Grand Island, NY 14072	
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 06/01/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002348678

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2011 Additional Insured - Managers or Lessors of Premises, effective June 01, 2025.

FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01326702
PERMITTING JURISDICTION:
Lockport (City of), Right-of-Way

Lockport (City of), Right-of-Way
ON BEHALF OF
NY - Niagara County SO

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CONTACT LIST

PERMITTING
 erica.merten@flocksafety.com

PROJECT MANAGER
 corinne.ceglia@flocksafety.com

SEE APPROVED PERMIT FOR LISTED INSPECTOR*

NY - Niagara County SO
 01326702

Flock Safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
GN.01	GENERAL NOTES
A.01 - A.02	PLAN DRAWINGS
SPEC.01 - SPEC.03	EQUIPMENT & FOUNDATION DETAILS

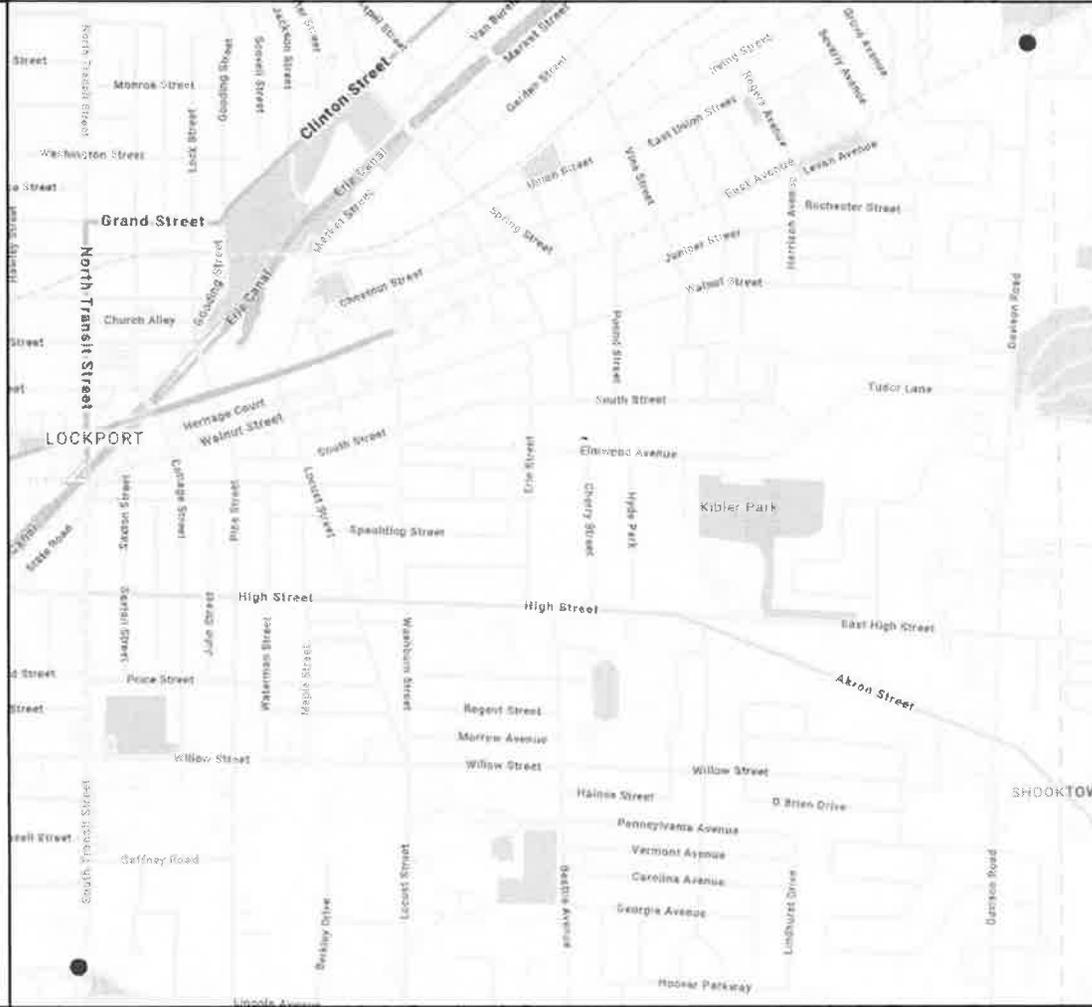
REV	DATE	BY	DESCRIPTION
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-	-	-	-
-	-	-	-
0	01/05/2026	FLK	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF NEW YORK.

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FLOCK SAFETY EQUIPMENT INSTALLATION
 CASE NUMBER: 01326702
 PERMITTING JURISDICTION: Lockport (City of),
 Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: T.01	REV: 0



THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES RIGHT OF WAY, EXISTING UTILITIES, & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFLICTS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW NEW YORK DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.

0

GENERAL & CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL AGENCY SPECIFICATIONS UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY STANDARDS SUPERSEDE.
3. CONTRACTOR SHALL ENSURE ALL PROPOSED EQUIPMENT INSTALLED IS IN ACCORDANCE WITH NESC REQUIREMENTS AND CLEARANCES.
4. ALL CONSTRUCTION AND/OR MAINTENANCE ON THE NEW YORK DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SHALL CONFORM TO THE FEDERAL MANUAL ON UNIFORM TRAFFIC DEVICES, THE NEW YORK DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, PLANS PREPARATION MANUAL AND DRAINAGE MANUAL.
5. THE PERMITTING AGENCY RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PERMITTED METHODS OF INSTALLATION, SCOPE OF WORK AND RESTORATION THAT MAY BE REQUIRED TO POSITIVELY SUPPORT LIFE, SAFETY AND ENVIRONMENTAL WELL BEING OF ALL USERS OF THE TRANSPORTATION SYSTEM.
6. SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS, THE ENGINEER/PERMITEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENTS MINIMUM STANDARDS BE ALLOWED.
7. FLOCK SAFETY SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES 48 HOURS PRIOR TO CONSTRUCTION.
 - 7.1. INSTALLS INVOLVING FLOCK SAFETY PROVIDED POLES, A MINIMUM OF 2' SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES AND STORM DRAIN STRUCTURES.
8. THE PERMITTED WORK SCHEDULE IS DEFINED AS MONDAY THROUGH FRIDAY 7:00AM TO 5:30PM UNLESS OTHERWISE NOTED WITHIN THE PERMIT. ANY WORK DESIRED OUTSIDE OF THIS PERIOD MUST BE REQUESTED IN ADVANCE AND APPROVED BEFORE WORKING THE ALTERNATE SCHEDULE.
9. FLOCK SAFETY SHALL BE RESPONSIBLE TO APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL STANDARDS AS REQUIRED.
10. WORK INVOLVING TEMPORARY LANE CLOSURES ARE TO BE DONE BETWEEN THE HOURS OF 8:00AM AND 5:00PM, MONDAY THROUGH FRIDAY UNLESS OTHERWISE STATED BY THE DEPARTMENT OF TRANSPORTATION.
11. CONTRACTOR SHALL PROVIDE SAFE ACCESS PER CURRENT GENERAL STANDARDS FOR ALL PEDESTRIAN TRAFFIC REGULATIONS ON ALL EXCAVATIONS OPENED IN THE TRAFFIC ZONE CONTROL AREA.
12. NO PEDESTRIAN PATHWAY IS TO BE REMOVED, BLOCKED, OR DISTURBED WITHOUT HAVING A SUFFICIENT DESIGNATED TEMPORARY PEDESTRIAN PATHWAY WITH ALL APPROPRIATE PEDESTRIAN MAINTENANCE OF TRAFFIC SIGNS IN PLACE PRIOR TO PATHWAY BEING AFFECTED.
 - 12.1. ALL TEMPORARY PEDESTRIAN PATHWAYS MUST BE FIRM AND UNYIELDING.
13. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY IN THE VICINITY OF THE CONSTRUCTION.
14. NO WORK SHALL BE PERFORMED DURING THE WEEKS OF ANY STATE OR FEDERAL HOLIDAYS UNLESS OTHERWISE APPROVED BY THE NEW YORK DEPARTMENT OF TRANSPORTATION.
15. ALL WORK ZONES ARE TO BE SET UP AND MAINTAINED BY SOMEONE WHO HAS THE NEW YORK DEPARTMENT OF TRANSPORTATION INTERMEDIATE TRAFFIC CONTROL LEVEL TRAINING OR EQUIVALENT.
16. THE PERMITTING AGENCY RETAINS THE RIGHT TO MAKE ALTERATIONS TO THE PERMIT, ATTACHED SKETCH OR CHARACTER OF WORK AS MAY BE CONSIDERED NECESSARY OR DESIRABLE DURING THE PROGRESS OF THE WORK FOR SATISFACTORY COMPLETION OF THE PROPOSED CONSTRUCTION.
17. THE PERMITEE SHALL NOTIFY THE PERMITTING AGENCY OF DATE OF COMPLETION, REQUEST A FINAL INSPECTION AND A NOTICE OF FINAL ACCEPTANCE.
18. IF THE PROPOSED CANNOT BE INSTALLED PER THE APPROVED PERMITTED PLAN AND BY GENERAL SPECIFICATIONS, A REVISED PLAN MUST BE PROVIDED TO THE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF PRODUCTS OR MATERIALS AT THE GIVEN LOCATIONS WHERE CONFLICTS OCCUR.
19. CONTRACTOR SHALL RESTORE RIGHT-OF-WAY TO EQUAL OR BETTER CONDITION UPON COMPLETION OF WORK AND TO THE SATISFACTION OF THE STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY AT NO ADDITIONAL COMPENSATION.
 - 19.1. RESTORATION MAY INCLUDE BUT IS NOT LIMITED TO GRADING AND SODDING IN ANY DISTURBED AREA.
 - 19.2. ANY SIDEWALK DISTURBED WILL BE REPLACED BY SECTION WITHIN 72 HOURS TO THE STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
20. IT WILL BE THE RESPONSIBILITY OF THE PERMITEE TO REPAIR ANY DAMAGE TO GENERAL FACILITIES AND/OR PRIVATE PROPERTY CAUSED BY CONSTRUCTION OF THE PROJECT.
21. ALL ROADWAY PAVEMENT, CURBS, GUTTERS AND STORM WATER COLLECTORS WILL BE KEPT FREE OF MUD AND OTHER DEBRIS AT ALL TIMES DURING CONSTRUCTION.
22. NO STOCKPILING, STORING OR SEMI PERMANENT USE OF THE RIGHT OF WAY IS AUTHORIZED UNLESS SPECIFICALLY IDENTIFIED WITHIN THE PERMIT.
23. THE CONTRACTOR SHALL HAVE AN AUTHORIZED PERSON AVAILABLE AT/OR NEAR THE WORK SITE TO ADDRESS EMERGENCY ISSUES ASSOCIATED WITH THE PROJECT.

ADA COMPLIANCE NOTES

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II AND ALL STATE DEPARTMENT OF TRANSPORTATION AND LOCAL STANDARDS. USE STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS FOR PEDESTRIAN CONTROL PLANS FOR CLOSURE OF SIDEWALK.
2. MINIMUM SIDEWALK CLEAR PEDESTRIAN ACCESS ROUTE (PAR) IS 48" WIDE.
3. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO 7'-0" IN HEIGHT.

DRAWINGS

1. THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE FOLLOWING ATTACHED DRAWINGS THAT ARE HEREBY MADE A PART OF THE STATEMENT OF WORK, BY THIS REFERENCE.

SPECIFICATIONS

1. THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THAT CERTAIN "MASTER AGREEMENT, OUTSIDE PLANT MAINTENANCE CONSTRUCTION SERVICES," PROVIDED THAT SUCH AN AGREEMENT EXISTS BETWEEN FLOCK SAFETY AND CONTRACTOR. IN THE ABSENCE OF SUCH AN AGREEMENT, THE SPECIFICATIONS CONTAINED IN AN AGREEMENT TO BE EXECUTED BY THE PARTIES PRIOR TO THE COMMENCEMENT OF WORK SHALL GOVERN.

MATERIALS

1. INSTALLER SHALL RECEIVE FLOCK SAFETY MATERIALS AT A FLOCK SAFETY LEASED WAREHOUSE FACILITY OR AT THE LOCAL TSO LOCATED AT (CONTACT 24 HOURS IN ADVANCE): 1170 HOWELL MILL RD NW, ATLANTA, GA 30318.

- 1.1. ALL UNUSED AND REQUESTED SALVAGED MATERIAL TO BE RETURNED TO SAME ADDRESS.
2. THE RECEIPT OF ALL MATERIALS SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE CONTRACTOR HAS MADE ALL NECESSARY EXAMINATION AND INSPECTIONS, AND IS SATISFIED AS TO THE QUALITY AND QUANTITY OF MATERIALS RECEIVED.
3. ANY AND ALL MATERIALS THAT MAY BECOME LOST, STOLEN OR DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE, AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN TIME.

SAFETY AND PRECAUTIONS

1. ALL PERSONNEL ARE REQUIRED TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE FLOCK SAFETY REQUIREMENTS, RAILROAD SAFETY CODE AND GOVERNING JURISDICTION.

2. THE WORK UNDER THIS INSTALLATION WILL BE CONSTRUCTED ALONG RIGHTS OF WAY THAT MAY CONTAIN EXISTING AND OPERATIONAL UTILITIES. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY STATEWIDE AND /OR LOCAL AREA IN ADVANCE OF ANY EXCAVATION, BORING OR PLACING WORK AND THE CONTRACTOR SHALL LOCATE AND EXPOSE BY HAND ALL EXISTING SUBSURFACE PLANT. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN THE TIME OF THE CONTRACT.

3. INSTALLER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTIES. INSTALLER SHALL PROTECT, SHORE, BRACE, SUPPORT AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER SUBSURFACE STRUCTURES UNCOVERED OR OTHERWISE AFFECTED BY THE WORK.

4. INSTALLER SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, BRIDGES OR OTHER PUBLIC OR PRIVATE PROPERTY OR FACILITY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY THE WORK, OR BY MOVING, HAULING, OR OTHERWISE TRANSPORTING EQUIPMENT, MATERIALS OR WORKERS TO OR FROM WORK OR ANY SITE THEREOF, WHETHER BY THE CONTRACTOR OR SUBCONTRACTORS.

STAKING AND SCHEDULING

1. ALL STAKING WILL BE PROVIDED BY FLOCK SAFETY. REQUIRED RIGHT OF WAY CLEARING SHALL BE COMPLETED PRIOR TO STAKING; THEREFORE, THE INSTALLER SHALL COORDINATE ALL CLEARING AND PLACING OPERATIONS WITH THE FLOCK SAFETY PROJECT SUPERVISOR TO AVOID DELAYS AND INTERFERENCE.

2. FLOCK SAFETY WILL PROVIDE RAILROAD, FLAGMEN AND SIGNALMEN AS REQUIRED; HOWEVER, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE ITS NEEDS FOR SUCH SIGNALMEN AND FLAGMEN WITH FLOCK SAFETY.

3. IN ADDITION TO THE SCHEDULING REQUIREMENTS IN THE GENERAL PROVISIONS, UPON REQUEST THE CONTRACTOR SHALL ALSO SUBMIT TO THE FLOCK SAFETY PROJECT SUPERVISOR, DAILY CREW ASSIGNMENT REPORTS SPECIFYING CREW AND CREW COMPOSITION AND WORK LOCATION.

PERMITS

1. FLOCK SAFETY HAS OBTAINED OR WILL OBTAIN PERMITS FROM DEPARTMENTS AND/OR AGENCIES OF CITIES, COUNTIES, STATES, FEDERAL GOVERNMENT, RAILROAD OR OTHER ENTITIES, WHICH PROVIDE FOR THE PLACING OF PIPES AND/OR CABLE UNDER DITCH, TRACKS AND ROADS AND PLACING PIPES AND/OR CABLE ALONG AND WITHIN PUBLIC OR PRIVATE ROAD RIGHTS OF WAY AND RAILROAD RIGHTS.

2. CONTRACTOR SHALL OBTAIN ADDITIONAL PERMITS, IF REQUIRED, FOR EQUIPMENT ACCESS OR MOVEMENT ON PUBLIC ROADS AND RAILROADS. COPIES OF SUCH PERMITS SHALL BE FURNISHED TO FLOCK SAFETY. ALL TRAFFIC CONTROL, IF APPLICABLE, SHALL BE IN ACCORDANCE WITH LOCAL, STATE, COUNTY, OR PERMITTING AGENCY LAWS, REGULATIONS, AND REQUIREMENTS, AND WILL BE THE CONTRACTOR'S RESPONSIBILITY. TRAFFIC CONTROL PLANS PROVIDED BY CURRENT NEW YORK DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.

SCOPE OF WORK

1. THIS PROJECT SHALL CONSIST OF THE FOLLOWING OPERATIONS: THE WORK PACKAGE IS FOR THE INSTALLATION OF FLOCK SAFETY ALPR CAMERAS WHICH INCLUDES BUT IS NOT LIMITED TO: FLOCK SAFETY PROVIDED POLES, POLE MOUNTED SOLAR PANELS, AND EXTERNAL BATTERY PACKAGES.

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NY - Niagara County SO

01326702

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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0	01/05/2026	FLK	PRELIM

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FLOCK SAFETY EQUIPMENT INSTALLATION
CASE NUMBER: 01326702
PERMITTING JURISDICTION: Lockport (City of),
Right-of-Way

COVER SHEET & LOCATION MAPS

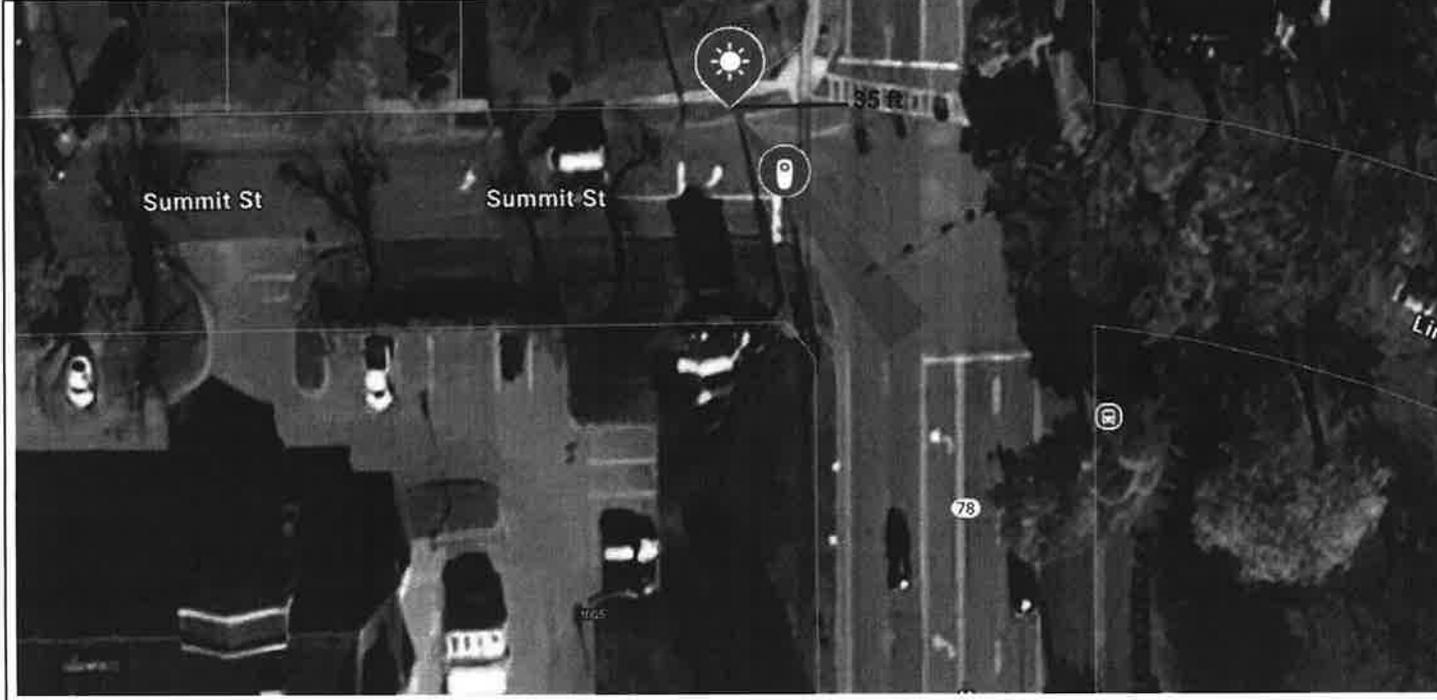
SHEET: **GN.01** REV: **0**

FLOCK LOCATION DETAILS

LOCATION NAME: P#036 SR 78 @ Summit St SB
 GEOGRAPHIC COORDINATES: 43.1550574110658,-78.6971552570018



STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
449 S Transit St	0		35 R
Corresponding Spec Sheet		Spec.01-03	



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NY - Niagara County SO
 01326702

Flock Safety
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 ATLANTA, GA 30318

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FLOCK SAFETY EQUIPMENT INSTALLATION
 CASE NUMBER: 01326702
 PERMITTING JURISDICTION: Lockport (City of),
 Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: A.01	REV: 0

FLOCK LOCATION DETAILS

LOCATION NAME: P#039 East Ave @ Davison Rd EB
 GEOGRAPHIC COORDINATES:
 43.17897442298866,-78.66417905442759



STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
770 East Ave	0		4.6 ft
Corresponding Spec Sheet		Spec.01-03	



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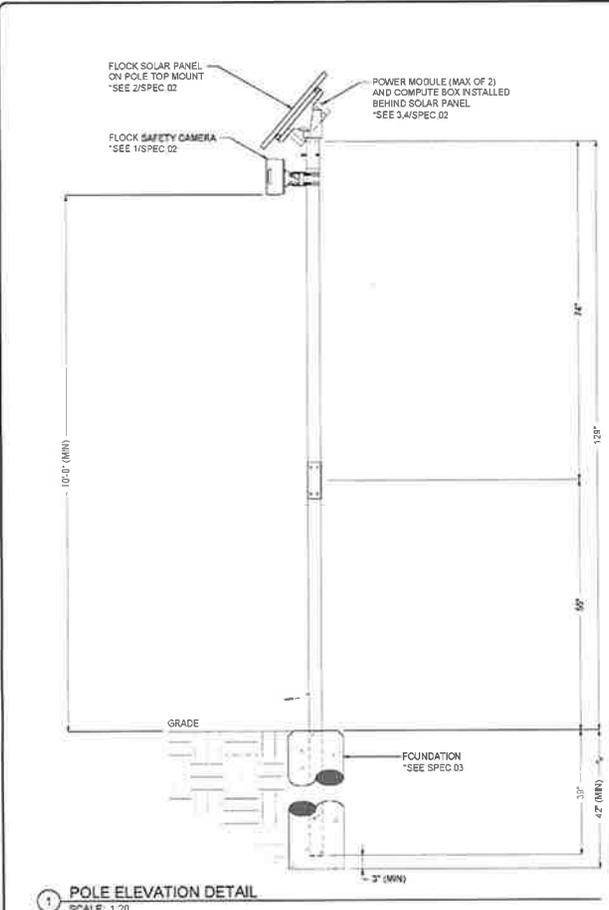
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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01326702
 PERMITTING JURISDICTION: Lockport (City of),
 Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET: A.02	REV: 0
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DESIGN NOTES

- POLE AND FOUNDATION(S) ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
 - 2009/2012/2015/2018/2021 INTERNATIONAL BUILDING CODE
 - AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY SIGNS, LUMIN, TRAFFIC SIGNALS, 2015 EDITION.
- POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWING CRITERIA:
 - DESIGN WIND SPEED (WIND): (SEE SECTION 2.6)
 - RISK CATEGORY: II
 - EXPOSURE CATEGORY: C
 - TOPOGRAPHIC CATEGORY: 1
 - SEISMIC DESIGN CRITERIA:
 - SOIL SITE CLASS: D (ASSUMED)
 - SPECTRAL RESPONSE S_s: 1.00G (MAXIMUM)
 - SPECTRAL RESPONSE S₁: 0.400G (MAXIMUM)
 - SEISMIC DESIGN CATEGORY: B
- STRUCTURE BASE REACTIONS ARE CALCULATED AS FOLLOWS:

DESIGN WIND SPEED (MPH)	MOMENT (K-FT)	SHEAR (KIP)	AXIAL (KIP)
115	2.70	0.280	0.160
125	3.20	0.330	0.160
135 (MAX)	3.70	0.380	0.160

- SHOULD ANY OF THE SITE-SPECIFIC PARAMETERS BE HIGHER THAN WHAT IS NOTED ABOVE, THE EOR SHALL BE CONTACTED TO PROVIDE A REVISED DESIGN.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO INSTALLATION.
- FOUNDATION TO CONSIST OF CONCRETE SURROUNDING THE PROPOSED POLE WITH A MINIMUM OF 3,000-PSI COMPRESSIVE STRENGTH.

GENERAL & CONSTRUCTION NOTES

- CONTRACTOR SHALL CONTACT DESIGNATED AGENCY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL JURISDICTION STANDARDS.
- CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL SITE CONDITION TO THE SATISFACTION OF STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION.
- ALL WORK SHALL CONFORM TO APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION STANDARDS SUPERSEDE.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS DEFINED BY THE STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION, UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

ADA COMPLIANCE NOTES

- ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II, STATE DEPARTMENT OF TRANSPORTATION, AND LOCAL JURISDICTION STANDARDS.
- STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR PEDESTRIAN CONTROL PLANS WHEN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
- MINIMUM CLEAR PEDESTRIAN ACCESS ROUTE (PAR) SHALL BE 48" WIDE.
- NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO AN ELEVATION OF 7'-0" ABOVE GRADE.

TYPICAL DETAIL
FLOCK SAFETY CAMERAS ON 12'-0" FLOCK POLE

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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0	09/02/2025	DAW	TYP. DETAIL

FLOCK SAFETY EQUIPMENT INSTALLATION

TYPICAL DETAILS
SHEET: SPEC.01
REV: -

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NY - Niagara County SO
01326702

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

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0	01/05/2026	FLK	PRELIM

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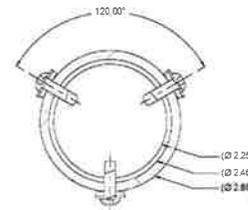
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FLOCK SAFETY EQUIPMENT INSTALLATION
CASE NUMBER: 01326702
PERMITTING JURISDICTION: Lockport (City of),
Right-of-Way

COVER SHEET & LOCATION MAPS
SHEET: SPEC.01
REV: 0

ITEM NO.	DESCRIPTION	QTY.
1	2 5" SCH 40 2.87500 74.000L	1
2	2 5 SCH 40 2.87500 94.000L	1
3	BUT TORX 0 250-20 TAMPER-RESISTANT	6
4	INSERT SLEEVE STYLE 7 TAPPED	1
5	ORING	1
6	WASHER	6
7	CONCRETE FOOTING	1
8	HBOLT 0 2500-20	1

PROVELL STYLE 7 COUPLER ASSEMBLY
 PART #: 1020-01
 MATERIAL: SCHED 40 6063 T6 ALUMINUM
 WEIGHT: 170.42 LBS
 DATE: 09/27/2023
 DO NOT SCALE DRAWINGS (NTS)



SECTION C-C

TYPICAL DETAIL
 FLOCK SAFETY CAMERAS ON
 12'-0" FLOCK POLE

flock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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-	-	-	-
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0	09/27/2023	DAW	TYP. DETAIL

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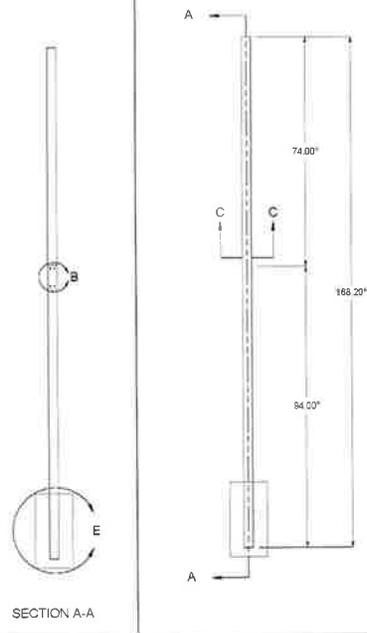
FLOCK SAFETY EQUIPMENT INSTALLATION
 CASE NUMBER: 01326702
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 Right-of-Way

COVER SHEET & LOCATION MAPS

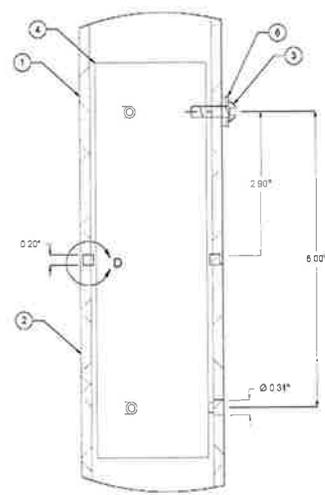
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FLOCK SAFETY EQUIPMENT
 INSTALLATION

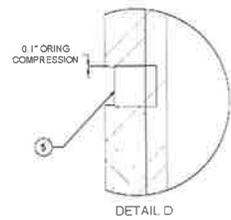
TYPICAL DETAILS	
SHEET: SPEC.03	REV: -



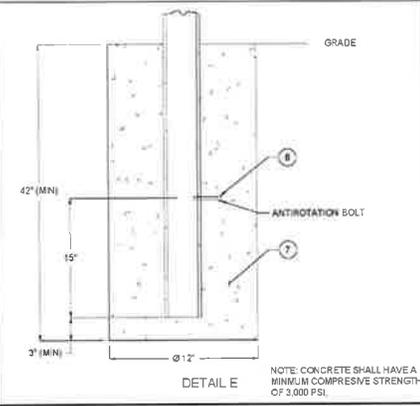
SECTION A-A



DETAIL B



DETAIL D



DETAIL E

THE INFORMATION SHOWN IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY. ANY REPRODUCTION IN PART OR IN WHOLE WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY IS PROHIBITED. DO NOT SCALE DRAWINGS.



Permit # _____
Fee \$100.00

City of Lockport Application for Street Opening

“STREET” means a public street, public right of way, sidewalk, parking lot, alley or any other public way accepted by the City.

“STREET OPENING” means any kind of excavation, tunneling, or pavement cut made in or under a street.

LOCATION OF OPENING: multiple, see plans

PURPOSE OF OPENING: installation of 2 ALPR cameras on new 12' poles to assist Niagara County Sheriff's Office with criminal investigations.

DESCRIPTION OF OPENING: TRAVEL LINE _____ SHOULDER _____ PARKWAY _____ SIDEWALK _____
PARKING LOT _____ R.O.W. EASEMENT _____ OTHER _____

SIZE OF EXCAVATION: LENGTH 6,000 (FT) WIDTH 1 (FT) DEPTH _____ (FT)
2/27/2026 4/10/2026

ESTIMATED COST OF WORK: _____ START DATE: _____ COMPLETION DATE: _____

It is responsibility of the PERMITTEE to notify the Engineering Department of any start of work at the minimum of twenty four (24) business hours prior to the start of work. The PERMITTEE is responsible for scheduling with the Department of Engineering for an inspection of the excavation before any backfill begins.

The PERMITTEE shall notify the Fire Department and the Police Department of any closure of the travel lines at a minimum of twelve (12) hours prior to any such closure. PERMITTEE shall provide maintenance and Protection Traffic in accordance with the Manual of Uniform Traffic Control Devices Part 300 Highway Work Zone Traffic Control latest edition.

BUSINESS NAME: Flock Safety in collaboration with Niagara County Sheriffs Department

BUSINESS ADDRESS: 1170 Howell Mill Road NW, Suite 210 - Atlanta, GA 30318

BUSINESS TELEPHONE: (321) 439-9826 EMERGENCY PHONE (24 HRS) (321) 439-9826

BOND INFORMATION: _____

AMOUNT (100% OF WORK – Min) _____ EXPIRATION DATE: _____

REQUIREMENTS:

- a. NO WORK shall begin until all approvals/permits have been granted
- b. New York State Law, 16NYCRR Part 753, requires all excavators contact the ONE_CALL Notification System prior digging, 1-800-962-7962
- c. All work Performed shall adhere to the standards set forth by the City of Lockport, the State of New York and the United States of America. (E.G.: The city of Lockport Municipal Code, Standard specifications NYSDOT and the OSHA Construction Industry Standard (29 CFR 1926)
- d. Sediment and Erosion controls shall be used, maintained and subject to warranty.
- e. A COPY OF THIS PERMIT SHALL BE KEPT ONSITE. Upon request the permit shall be presented for inspection
- f. If the PERMITTEE has a bond on file with the City, a fee payment will not be necessary.



FEEES:

WORK AREA	SQUARE FOOTAGE	UNIT FEE	UNITS	FEE
In the pavement area	Up to and including 50 square feet	\$500.00	N/A	N/A
In the pavement area	For each additional 25 square feet or fraction thereof over 50 square feet	\$100.00	N/A	N/A
Between the curb and the right of way	Up to and including 50 square feet	\$100.00	One	\$100.00
Between the curb and the right of way	For each additional 25 square feet or fraction thereof over 50 square feet	\$25.00	N/A	N/A
Curb cut	N/A	\$250.00	N/A	N/A
			Total fee	N/A

APPLICANT'S NAME (print): Erica Merten, Permitting Manager

APPLICANT'S SIGNATURE: *Erica Merten* DATE: 1/5/2026

BELOW SKETCH PLAN VIEW AND CROSS SECTION VIEW OF EXCAVATION AND RESTORATION



City of Lockport
Permanent Pavement Replacement
From Utility Excavations

Rigid Pavements

- Saw Cut hole 12” larger all around
- Fill excavation with #2 run of crusher stone with 95% compaction to proper height
- Place a minimum of 8” concrete (4000 psi) with top of new concrete to match top of existing concrete
- If base is concrete and brick, place a minimum of 8” concrete under the brick plus new concrete to the top of brick
- Tack coat remaining of hole with binder (variable thickness) in maximum of 3” lifts & 1” Top
- Compact with roller where possible

Flexible Pavements

- Saw cut edges 12” larger all around excavation
 - Fill excavation with #2 run of crusher stone with 95% compaction to proper height (bottom of existing asphalt)
 - Tack coat edges of asphalt edges
 - Fill remainder of hole with minimum 6” binder (maximum of 3” lifts) and 1” Top
- Compact with roller where possible

Brick pavements

ONLY- Hyde Park, Willow Street (Locust to Beattie Avenue) and Mack Alley

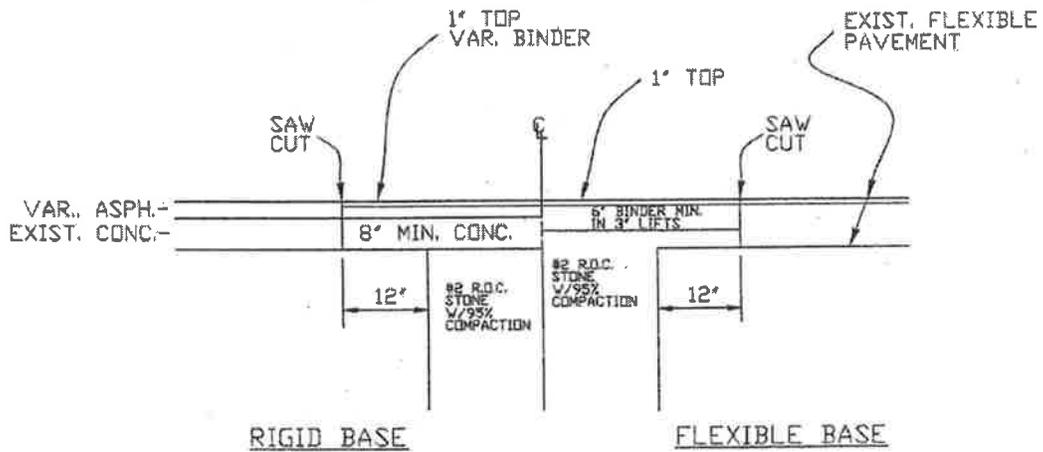
- When excavating save all bricks
- Fill excavation with #2 run of crusher stone with 95% compaction to proper height
- Place a minimum of 8” of 4000 psi concrete under brick
- Replace brick pavers

Binder shall be Type 3 – NYSDOT Item No. 403.13

Top shall be Type 3 – NYSDOT Item No. 403.18

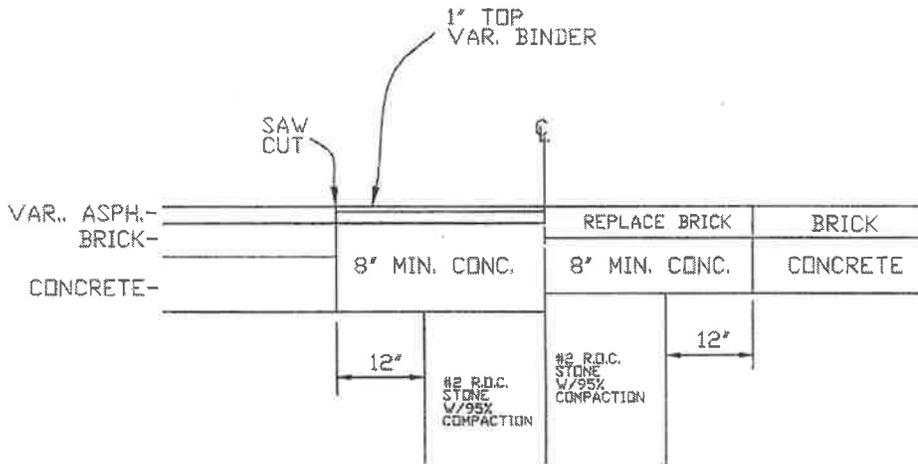
Tack Coat to be NYSDOT 407.01

Temporary Winter Patch – Install a bond breaker (plastic) then 2”-3” concrete to meet top of existing pavement. Remove and pave as soon as weather permits.



PAVEMENT REPLACEMENT DETAIL

NO SCALE



ASPHALT PAVEMENT
W/BRICK & CONC. BASE

EXPOSED BRICK PAVEMENT

TEMPORARY WINTER PATCH OF
CONCRETE W/BOND BREAKER
TO BE REMOVED AS SOON AS
WEATHER PERMITS

PAVEMENT REPLACEMENT DETAIL

NO SCALE



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Carrier will provide notice of cancellation or nonrenewal per below if required by a written contract .

Cancellation For Other Than Nonpayment: Number of Days Notice: 30 days
 Cancellation For Nonpayment: Number of Days Notice:10 days
 (Nonrenewal): Number of Days Notice:10 days

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Business Auto Coverage Form, the provisions of this endorsement apply.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company;
 - (b) That is an "insured" under any other automobile policy;
 - (c) That has exhausted its Limit of Insurance under any other policy; or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered “auto”, provided that you and such person or organization have agreed under an express provision in a written “insured contract”, written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an “insured”.

However, such person or organization is an “insured” only:

- (1) with respect to the operation, maintenance or use of a covered “auto”; and
- (2) for “bodily injury” or “property damage” caused by an “accident” which takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you.

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

This provision does not apply to other insurance to which the additional insured has also been added as an additional insured.

3. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 2. Coverage Extensions, subparagraph a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings, up to \$1,000 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. – FELLOW EMPLOYEE – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

However, this exclusion only applies if the fellow “employee” is entitled to benefits under any of the following: workers’ compensation, unemployment compensation or disability benefits law, or any similar law.

5. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$60 per day, subject to a maximum limit of \$1,800.

6. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total “loss” to a covered “auto”, we will pay any unpaid amount due on the loan or lease for a covered “auto” minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the “loss”;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;

- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance Purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

The Auto Loan/Lease Gap Coverage insurance provided by this endorsement is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor.

7. VEHICLE VINYL WRAP COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Vehicle Vinyl Wrap Coverage

In the event of a total "loss" to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of loss. Regardless of the number of "autos" deemed a total "loss", the most we will pay under this Coverage for any one "loss" is \$2,000.

For purposes of this coverage, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

8. PERSONAL PROPERTY COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Personal Property Coverage

We will pay up to \$1,000 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This Coverage applies only:

- (1) In the event of total theft of your covered "auto;" and
- (2) If such wearing apparel or other personal effects cannot be recovered.

This Coverage is not subject to a deductible.

The limit shown above applies in addition to any other insurance for personal property provided elsewhere in this policy.

This coverage only applies to "autos" for which Comprehensive or Specified Causes of Loss coverages are provided under this Coverage Form.

9. REPLACEMENT WITH A HYBRID OR ALTERNATIVE FUEL SOURCE AUTO

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

f. Replacement Of A Private Passenger Auto With A Hybrid Or Alternative Fuel Source Auto

In the event of a total "loss" to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay the actual cash value, plus an additional 10%

(up to a maximum of \$2,500), if the replacement vehicle is a hybrid vehicle or alternative fuel source vehicle.

10. RENTAL AGENCY EXPENSE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

g. Rental Expense

We will pay the following expenses that you or any of your “employees” are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- (1) \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or “loss” of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- (2) \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered “loss”; and
- (3) \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- (4) \$7,500.00 maximum total amount for paragraphs a., b. and c. combined.

11. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

h. Recovery Expense

We will pay for the expense of returning a stolen covered “auto” to you.

12. AIRBAG COVERAGE

Paragraph B.3.a. – EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

13. SOUND RECEIVING AND TRANSMITTING EQUIPMENT – BROADENED COVERAGE

Paragraph a. under the statement “Exclusions 4.c. and 4.d. do not apply” under EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted and replaced with the following:

- a. Equipment designed solely for receiving or transmitting sound and accessories used with such equipment, provided such equipment is permanently installed in the covered “auto” at the time of the “loss” or such equipment is removable from the housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be operated solely by use of the power from the “auto’s” electrical system, in or upon the covered “auto”; or

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. – DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. TWO OR MORE DEDUCTIBLES

Paragraph D. – DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or

- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

16. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. – DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
1. You or your authorized representative, if you are an individual;
 2. A partner, or any authorized representative; if you are a partnership;
 3. A member, if you are a limited liability company; or
 4. An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

1. How, when and where the “accident” or “loss” occurred;
2. The insured’s name and address; and
3. To the extent possible, the names and addresses of any injured persons or witnesses.

17. WAIVER OF SUBROGATION

Paragraph A.5. – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived their rights of recovery against such person or organization in a written contract or agreement that is executed before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS – is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

19. AUTOS RENTED BY EMPLOYEES

Paragraph 5.b. – OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS – is deleted and replaced with the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

20. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.e. (1) – POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (1) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 60 days or less; and

21. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of – SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

All other terms and conditions remain unchanged.

Policy #VGL 9750843-10

COMMERCIAL GENERAL LIABILITY
CG 83 63 01 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, item a., Primary Insurance is amended to include the following:

However, if you are obligated pursuant to a written contract or agreement entered into prior to a loss to provide a person or organization that is included in the Who Is An Insured section of this insurance with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-23-25** Policy No. **71845256**
Insured **FLOCK GROUP INC DBA FLOCK SAFETY**
Insurance Company **Federal Insurance Company**

Endorsement No.
Premium \$ **Incl.**

Countersigned By _____

City of Lockport - Resolution Request Form

Agenda Description: Waste Water HVAC	
Presented By: DPC	Date Submitted: 2/3/2026
Topic Area (Select Most Applicable Option):	
<p>Community Event <input type="checkbox"/></p> <p>Budget Amendment <input type="checkbox"/></p> <p>Contract Approval <input type="checkbox"/></p> <p>Donation Acceptance <input type="checkbox"/></p> <p>Grant Application / Award <input type="checkbox"/></p> <p>Fund Utilization Request <input type="checkbox"/></p>	<p>Local Law Change <input type="checkbox"/></p> <p>Community Development <input type="checkbox"/></p> <p>Community Event <input type="checkbox"/></p> <p>Engineering Process <input type="checkbox"/></p> <p>Code and Planning <input type="checkbox"/></p> <p>Other <input checked="" type="checkbox"/></p>
<i>Please provide to Clerk at least 9 calendar days prior to Council meeting. Otherwise request will go to following meeting.</i>	
Summary of Resolution:	
<p>This resolution allows the City to move forward with MJ Mechanical Services, Inc. for HVAC unit replacement at the Sewer Treatment Facility by approving a deviation from the Procurement Policy. Using the City's current HVAC maintenance contractor helps reduce risk, limit downtime, and ensure the work is completed efficiently. The contract will not exceed \$35,000 and is supported by a written justification on file.</p>	
Explanation of Attachments:	
1) Resolution 2)Justification Letter 3)Vendor Quote	
<i>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: _____</i>	
Clerk/Legal/Finance Approval:	
Notes:	
Name:	Date of Approval:

A RESOLUTION AUTHORIZING A DEVIATION FROM THE CITY OF LOCKPORT PROCUREMENT POLICY AND APPROVING A CONTRACT FOR HEATING/HVAC UNIT REPLACEMENT AT THE SEWER TREATMENT FACILITY

WHEREAS, the City of Lockport Procurement Policy generally requires competitive bidding for purchases and public works contracts exceeding statutory thresholds pursuant to New York State General Municipal Law §103; and

WHEREAS, the City of Lockport Sewer Treatment Facility requires replacement and/or installation of heating/HVAC units to ensure safe, reliable, and uninterrupted operations; and

WHEREAS, the anticipated cost of this work exceeds the City's standard competitive procurement thresholds; and

WHEREAS, the City of Lockport Procurement Policy allows for deviations from competitive procurement when such deviation is determined to be in the best interest of the City and is supported by written justification; and

WHEREAS, MJ MECHANICAL SERVICES, INC currently provides HVAC maintenance services to the City and has unique familiarity with the Sewer Treatment Facility's systems, infrastructure, and operational requirements; and

WHEREAS, utilizing the existing maintenance contractor will reduce operational risk, minimize downtime, and provide best overall value to the City; and

WHEREAS, a written justification documenting the basis for this procurement policy exception has been prepared and placed on file;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Lockport hereby approves a deviation from the City of Lockport Procurement Policy for the heating/HVAC unit replacement at the Sewer Treatment Facility; and be it further

RESOLVED, that the Common Council authorizes the City to enter into a contract with MJ MECHANICAL SERVICES, INC for said work in an amount not to exceed \$35,000.00, subject to execution of all required agreements and confirmation of insurance and legal requirements.

Written Justification for Procurement Policy Exception

Project: Heating / HVAC Unit Replacement

Facility: City of Lockport Wastewater Treatment Facility

Proposed Vendor: MJ Mechanical Services, Inc.

Not-to-Exceed Amount: \$35,000

Date: 2/3/2026

Purpose

This memorandum documents the City's justification for deviating from the City of Lockport Procurement Policy with respect to the procurement of heating/HVAC equipment and related installation services at the Sewer Treatment Facility.

Background

The City's Sewer Treatment Facility requires the replacement and/or installation of heating/HVAC units to maintain safe working conditions, ensure uninterrupted plant operations, and protect critical wastewater infrastructure.

The City received a proposal for this work that exceeds applicable competitive bidding thresholds under New York State General Municipal Law §103 and the City's Procurement Policy. While competitive bidding is the standard procurement method, the City's policy allows for documented exceptions when it is determined to be in the best interest of the City.

Justification for Exception

1. Existing Maintenance Relationship and System Familiarity

The proposed vendor currently provides HVAC maintenance services to the City and has:

- Direct familiarity with the existing heating systems, controls, and infrastructure at the Sewer Treatment Facility;
- Historical knowledge of prior repairs, system configurations, and operational constraints.

This familiarity materially reduces the risk of installation errors, system incompatibility, and extended downtime that could occur with a new vendor unfamiliar with the facility.

2. Protection of Critical Infrastructure

The Sewer Treatment Facility is essential public infrastructure. Improper installation or delays related to heating system replacement could:

- Disrupt wastewater treatment operations;
- Create unsafe working conditions for employees;
- Increase the risk of regulatory or environmental compliance issues.

Utilizing a contractor already responsible for maintaining the system helps ensure continuity, reliability, and operational safety.

3. Time Sensitivity

The work is time-sensitive due to operational and seasonal considerations. Conducting a full competitive procurement process would delay completion and increase exposure to operational risk. The proposed vendor can mobilize more efficiently due to familiarity with the facility and existing systems.

4. Best Value Determination

While competitive procurement typically emphasizes lowest price, the City has evaluated the total cost and overall value of this project, including:

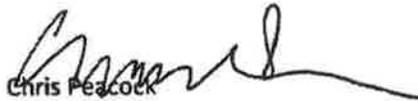
- Reduced diagnostic and start-up time;
- Lower likelihood of change orders;
- Reduced staff oversight and coordination requirements;
- Increased confidence in system compatibility and performance.

Based on these factors, the City has determined that awarding this work to the proposed vendor represents the best overall value and is in the City's best interest.

Conclusion

Pursuant to the City of Lockport Procurement Policy, the City has determined that a deviation from competitive procurement is justified for this project. This determination is based on system familiarity, protection of critical infrastructure, time sensitivity, and overall value to the City.

This written justification is provided to document the basis for the exception and to support Common Council approval.


Chris Peacock

Chief Wastewater



HVAC Installation: Retrofit Equipment: Preventive Maintenance & Emergency Service: Sheet Metal & Custom Pipe Fabrication: Design Build: NEBB Certified Balancing: Cleanrooms & Laboratories: Building Controls: Medical Gas Piping

February 4, 2026

Quote# 1243

Lockport Wastewater
4447 Plank Road
Lockport, NY 14094
Attn: Chris Peacock

PROPOSAL
Project: Make Up Air Replacement-Grit Garage

SCOPE OF WORK

Includes the following:

- Provide prevailing wage labor
- Demolish existing MUA unit.
- Fabricate and install (1) curb adapter from existing curb to new unit footprint.
- Provide and install (1) GREENHECK IGX indirect fired MUA unit with stainless steel outlet damper and NEMA rated actuator.
- Reconnect existing electrical and natural gas services.
- Provide and install new controls.
- Check, test and startup.

Total investment for the above scope \$30,313.00

EXCEPTIONS

- Removal of excess items (needed to create working space).
- Prevailing or overtime wage rates unless noted above.
- Structural modifications or supports.
- Line voltage or control wiring unless noted above.
- Permits unless noted above.
- Asbestos abatement & removal if required.

TAXES

Above listed investment does not include tax.

If the above project is Capital Improvement an additional material charge equivalent to our compensating use tax on such materials will be added. It is also based on our receipt of your New York State ST-124 tax form.

TERMS

- Price is valid for 30 days.
- 100% Net payment 30 days upon job completion.
- In the event sheet metal/piping/equipment pricing increases by more than 5% from the date of this quote, bidder reserves the right to add the amount of any such increase to the project price.
- Subcontractor shall not be liable for delays resulting from industry conditions constricting the supply of essential components or materials, including specifically interruption in the supply of sheet metal products.

WARRANTIES & CONDITIONS

- Manufacturer's warranty on parts
- One (1) year on MJ Mechanical Craftsmanship

Equipment must be properly serviced, maintained according to the manufacturer's specifications, and documented by an authorized MJ Mechanical Service Technician. Proper use of the equipment and prompt reporting of issues are also required during the warranty period. Not following the manufacturer's specifications and these terms and conditions may jeopardize your warranty coverage. Preventative Maintenance Agreements can be provided upon request. Existing service agreements can be modified accordingly upon request.

ACCEPTANCE

Notwithstanding anything to the contrary, the above proposed is what we are providing in our scope of work.

The above prices, specifications and conditions are satisfactory and are hereby accepted. MJ Mechanical is authorized to do the work as specified. Payment will be made as outlined above.

MJ MECHANICAL SERVICES, INC

Lockport Wastewater

By: Steve Gentz

By: _____

Steve Gentz
Project Design/Sales
716-263-3421
sgentz@mjmechanical.com

Date: February 4, 2026

Date: _____

8

Resolution Language to address acquisition of additional park land at Children's Memorial Park. Required to satisfy Section 4(f)

Whereas the City of Lockport recognizes the importance of infrastructure improvement projects for the safety and well-being of its residents; and

Whereas the New York State Department of Transportation (NYSDOT) has previously initiated a federally-funded project to rehabilitate NY Route 78 (Transit Road) between Millersport Highway and Summit Street; and

Whereas the proposed project seeks to address various deficiencies along the route, including enhancements to roadway conditions, pedestrian facilities, and drainage systems; and

Whereas a crucial aspect of the project involves the reconstruction of the existing sidewalk and the installation of a new ADA compliant curb ramp along the eastern side of NY Route 78 directly in front of Children's Memorial Park, which is situated between Lincoln Avenue and Lincoln Drive; and

Whereas the City of Lockport recognizes the significance of ensuring accessibility and safety for all residents, including those with disabilities, and supports efforts to enhance ADA compliance within the community; and

Whereas the City of Lockport has previously determined on April 11, 2024 that the acquisition of 1,997 square feet of Right-of-Way (ROW) from Children's Memorial Park will not adversely impact the activities, features, and attributes that qualify the property for protection under the Department of Transportation Act of 1966, Section 4(f); and

Whereas NYSDOT identified a discrepancy in the delineation of the original highway boundary, which resulted in the acquisition of only 1,839 sf of parkland and left a narrow 425-sf strip of parkland between the original highway boundary and the recently acquired parkland;

Whereas, the acquisition of that additional 425 sf of parkland (~2,264 sf total) will allow NYSDOT to maintain the recently reconstructed sidewalk and accessible curb ramps, and will not interfere with park activities;

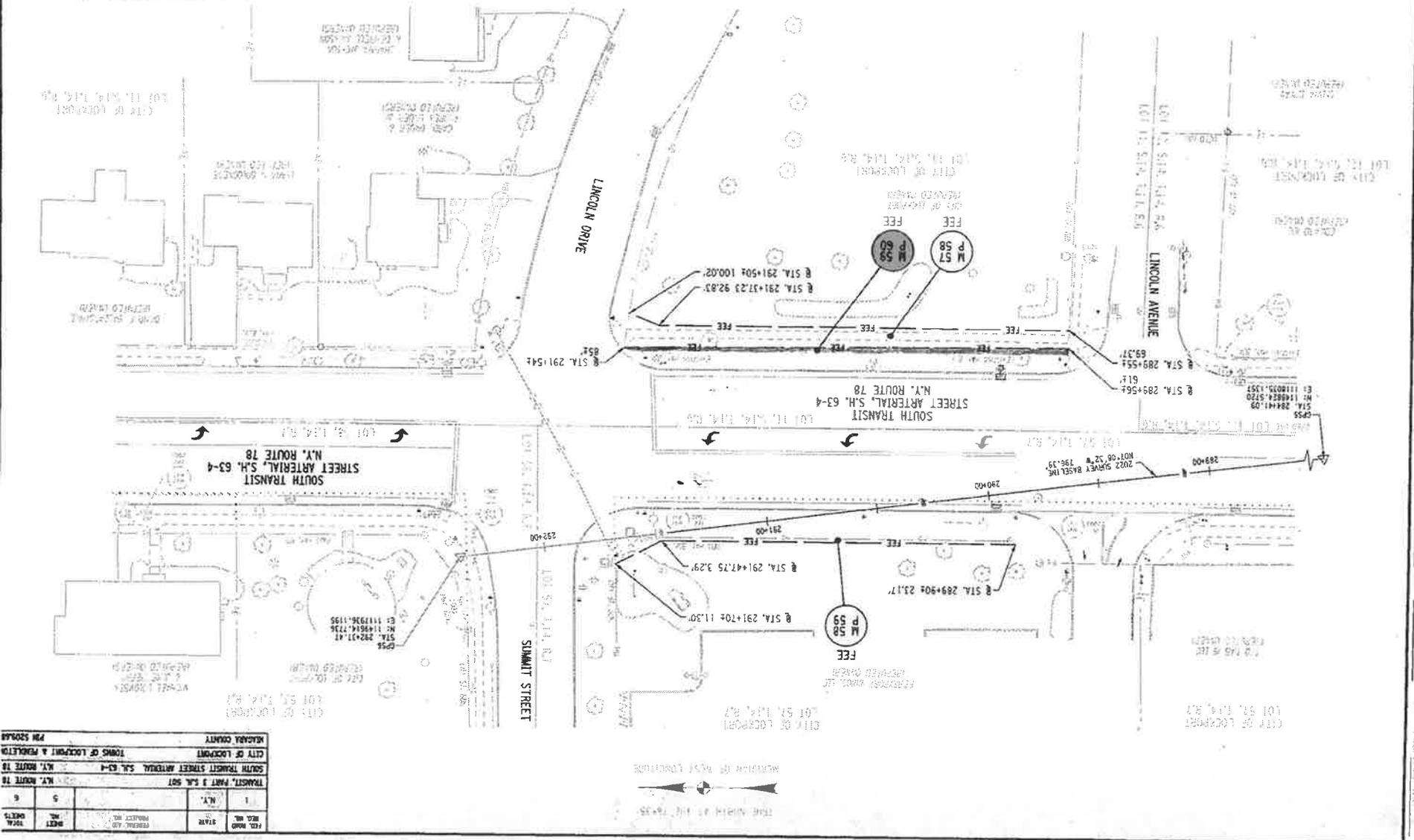
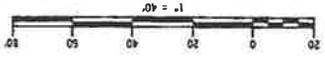
Resolution Language to address acquisition of additional park land at Children's Memorial Park. Required to satisfy Section 4(f)

Now, therefore, be it resolved:

1. The City of Lockport acknowledges and approves the permanent acquisition of 425 square feet of Right-of-Way (ROW) from Children's Memorial Park, with the understanding that it will not interfere with park activities.
2. The City of Lockport has no objections to the de minimis determination of the proposed action (acquisition of approximately 425 square feet of ROW) from Children's Memorial Park and that this action will not adversely impact the activities, features, and attributes that qualify this property (Children's Memorial Park) for protection under the Department of Transportation Act of 1966, Section 4(f).

RIGHT OF WAY PLAN
 STATE OF NEW YORK
 DEPARTMENT OF TRANSPORTATION

DRAWING NO.	5
SCALE	1"=40'
DATE	11/06/2025
REGION	5

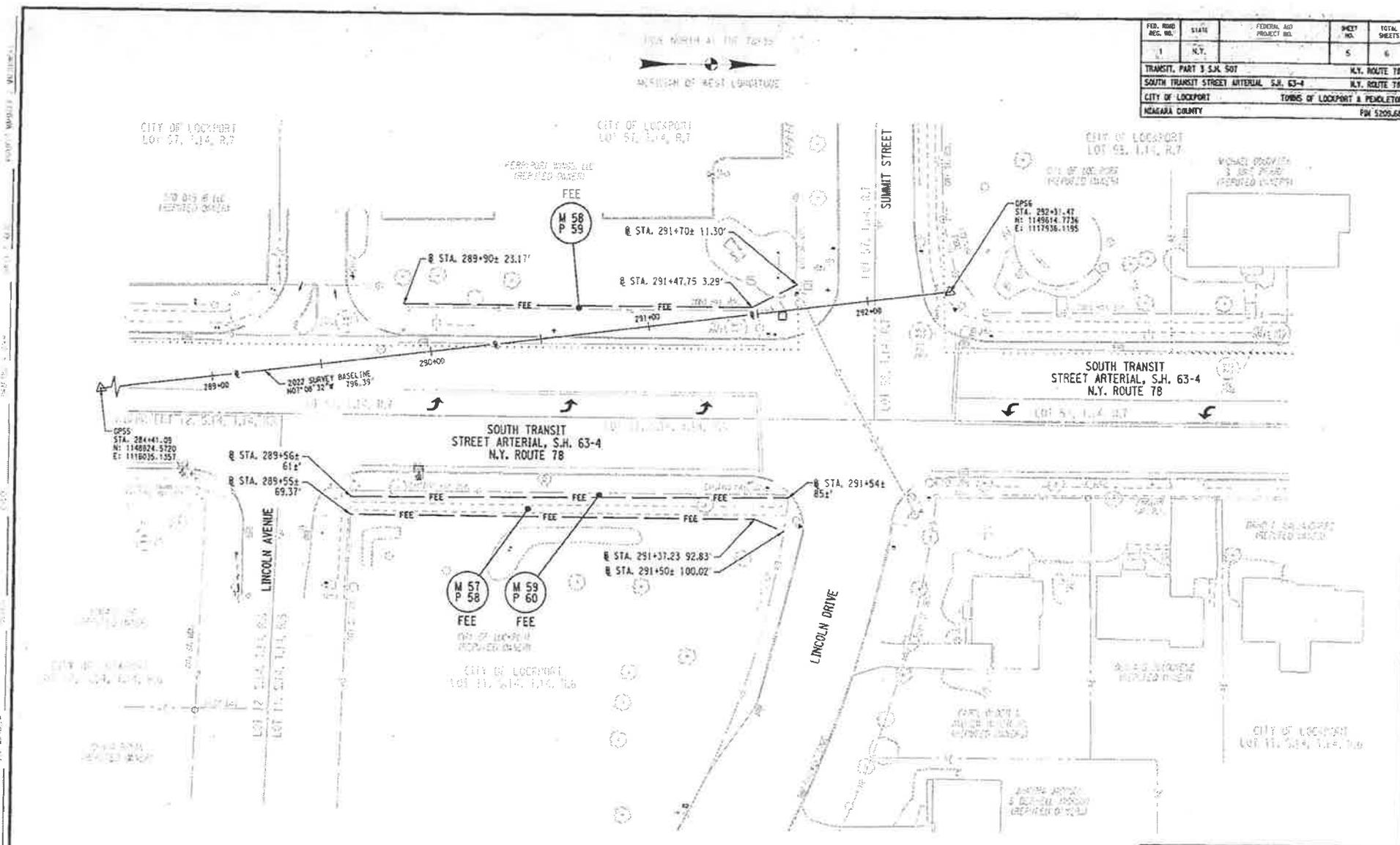


FEED NO.	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		5	6

TRANSIT, PART 3 S.H. 63-4
 SOUTH TRANSIT STREET ARTERIAL, S.H. 63-4
 CITY OF LOCKPORT & PENDELTON
 TOWNS OF LOCKPORT & PENDELTON
 WYOMING COUNTY
 PLAN 502982

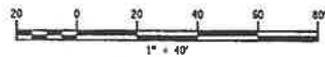
FILE NAME : D:\V\100133 - Route 78 Requestion Mapping\800\Highway Boundary Plan\10100133.dwg
 DATE/TIME : 11/06/2025 10:51:05
 USER : ds1

PROJECT INFORMATION



FED. ROAD REG. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		5	6
TRANSIT, PART 3 S.J.A. 507			N.Y. ROUTE 78	
SOUTH TRANSIT STREET ARTERIAL, S.H. 63-4			N.Y. ROUTE 78	
CITY OF LOCKPORT			TOWNS OF LOCKPORT & PENICULTON	
NEAGARA COUNTY			P.M. 5205.6A	

RIGHT OF WAY PLAN			
STATE OF NEW YORK			
DEPARTMENT OF TRANSPORTATION			
DRAWING NO. 5	SCALE 1" = 40'	DATE 11/06/2025	REGION 5



FED. ROAD REC. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		6	6
TRANSIT, PART 3 S.H. 507			N.Y. ROUTE 78	
SOUTH TRANSIT STREET ARTERIAL S.H. 63-4			N.Y. ROUTE 78	
CITY OF LOCKPORT			TOWNS OF LOCKPORT & PENOLETON	
NIAGARA COUNTY			FBI 5209.6A	

TRANSIT, PART 3, S.H. 507, N.Y. ROUTE 78													
TABLE OF RIGHT OF WAY TO BE ACQUIRED BY THE STATE OF NEW YORK													
MAP NO.	PARCEL NO.	SHEET NO.	TRN	@ STATION P.O.B.	TYPE	ACQUIRED AREA S.F.±	REPUTED OWNER(S)	ORIGINAL AREA S.F.±	REMAINDER AREA S.F.±	LIBER OR PAGE		TAX MAP DESIGNATION	REMARKS
										INSTRUMENT NO.	INSTRUMENT NO.		
199	241	2	2	140+40.79 RT.	TE	1369	6499 SOUTH TRANSIT, INC.	35308	35308	2711	316	152.01-2-2	
	242			140+72± RT.		126							
200	243	2	3	140+72± RT.	TE	54	TRANSIT ROAD MANAGEMENT LLC	48531	48531	3143	33	152.01-2-1	
201	244	2	1	142+46.83 LT.	TE	452	ROBERT A. GOLDSMITH	87693	87693	2011-10991		137.00-2-33	
202	245	3	7	245+93.23 RT.	FEE	192	TP CENTER LLC AND TP CENTER TIC 1 LLC	734492	734002	2021-10292		123.17-1-7.1	
	247			247+17.47 RT.		298							
	246			245+93.23 RT.	670	PE							
203	248	4	17	260+12± LT.	FEE	118	5740 REALTY LLC	41883	41765	2020-19168		123.13-1-20	
204	249	4	9	263+29± LT.	PE	199	HD DEVELOPMENT OF MARYLAND, INC.	517234	517234	3122	186	123.13-1-24	
205	250	4	10	263+32.38 LT.	FEE	212	570 DELAWARE VII, LLC	278296	278084	2021-13057		123.13-1-18.1	
	251			263+29± LT.	21	PE							

SOUTH TRANSIT STREET ARTERIAL, S.H. 63-4, N.Y. ROUTE 78													
TABLE OF RIGHT OF WAY TO BE ACQUIRED BY THE STATE OF NEW YORK													
MAP NO.	PARCEL NO.	SHEET NO.	TRN	@ STATION P.O.B.	TYPE	ACQUIRED AREA S.F.±	REPUTED OWNER(S)	ORIGINAL AREA S.F.±	REMAINDER AREA S.F.±	BOOK OR PAGE		TAX MAP DESIGNATION	REMARKS
										INSTRUMENT NO.	INSTRUMENT NO.		
57	58	5	101	289+56± RT.	FEE	1839	CITY OF LOCKPORT	44108	42269	648	493	123.09-1-4	
58	59	5	102	291+68± LT.	FEE	339	FERRYPORT WINGS, LLC	70588	70249	2016-16947		123.09-1-3.2	
59	60	5	19	289+57± RT.	FEE	425	CITY OF LOCKPORT	42269	41844	648	493	123.09-1-4	

RIGHT OF WAY PLAN			
STATE OF NEW YORK			
DEPARTMENT OF TRANSPORTATION			
DRAWING NO.	SCALE	DATE	REGION
6	NONE	11/06/2025	5

FILE NAME = C:\M\188033 - Route 78 Acquisition Mapping\RD\Highway Boundary Plan\526463.dwg, user: jlp, 06/08/2025 10:00:00 AM

PROJECT NUMBER: 188033

012826.3

By Alderman O'Malley:

Resolved, that the following Rules and Orders of the Common Council are hereby adopted:

RULES AND ORDERS OF THE COMMON COUNCIL

- 1. **Roll Call** - At the hour appointed for the meeting of the Council, the Mayor shall take the chair and direct a call of the members of the Council, and the Clerk shall note the absentees. Upon the appearance of a quorum, the Mayor shall call the members to order. If a quorum be not present, they shall send for absent members. Following shall be the

ORDER OF BUSINESS

- a. Reading of minutes. Reading and approval of the minutes preceding meeting; but a majority of the members present may approve of, or dispense with, the reading of the minutes of any previous meeting.
- b. Communications from the Mayor.
- c. Communications and reports of officers of the corporation.
- d. Petitions and remonstrances.
- e. Reports of Standing Committees, in the order named in rule.
- f. Reports of Special Committees.
- g. Committee of the Whole.
- h. Executive business.
- i. Motions, resolutions and notices.
- j. Unfinished business.

DUTIES OF THE MAYOR AS PRESIDING OFFICER

- 2. **The Mayor, as presiding officer, shall possess the powers and perform the duties as herein prescribed:**
 - a. They shall preserve order and decorum.
 - b. Question of Order. They shall decide all questions of order, subject to appeal of the Council. On every appeal they shall have the right in his/her place to assign his/her reason for his/her decision; but any member may state the grounds for his/her appeal.
 - c. Appointment of Committees. He/she shall appoint all committees except where the council shall otherwise order.
 - d. Temporary Chairman. He/she may substitute any member to perform the duties of the chair, but such substitution shall not extend beyond the adjournment of the Council, except by special consent of the Council.
 - e. Committee of the Whole. When the Council shall be ready to go into Committee of the Whole, he/she shall name a chairman to preside therein.

f. Privileges of the floor. He/she shall have the right to invite to the floor of the Council such persons as he/she shall deem deserving of the privilege; but the right of admission under such invitation shall not extend beyond the day on which it shall be given.

3. **While a question is being put** - While the presiding officer is putting a question, no member shall walk across or out of the room; nor in such case, or when a member is speaking, shall entertain any private discourse, nor, while a member is speaking, shall pass between him and the chair.
4. **Speaking** - Every member, when he/she speaks, shall, from his/her chair, address the presiding officer as Mr. /Madam Mayor, or proper title and shall not proceed until recognized by the presiding officer; and no member shall speak more than twice to the same question, nor more than five minutes each time at the same meeting, without requesting and receiving the consent of a majority of the members present, by a roll call vote.
5. **Speaker recognized** - When two or more members request recognition simultaneously, the presiding officer shall name the member he wishes to speak first.
6. **Call to order** - Any member may be called to order; in which case the member so called to order shall immediately sit down. The point of order shall be stated at the request of the presiding officer, by the member raising the question of order, and shall be decided without debate, before proceeding to other business.
7. **Vote** - Every member shall vote when a question is stated from the chair, unless excused by the Council; and every member voting shall be in his/her place.
8. **Petitions, etc.** - Petitions and other papers may be presented by the presiding officer or any member, but when presented by a member, he/she shall first endorse on the petition or paper the substance thereof.
9. **Motions or Resolutions** - No motion or resolution shall be debated or put until seconded. No member shall make or second a motion or resolution except he/she request recognition from his/her chair for that purpose; and when seconded the motion or resolution shall be stated distinctly by the presiding officer, before being put or debated. No motion or resolution shall be presented for action, unless it has been reviewed by Corporation Council and submitted in writing to the Clerk by noon of the day of the Committee of the Whole work session, one week prior to the Common Council meeting, excluding the work session the day of the Common Council Meeting, or unless by prior authorizations of the Mayor, City Clerk, and City Attorney and then by consent of two-thirds of the whole number of the Council. Resolutions submitted for consideration may go to the appropriate committee prior to submission. A motion or resolution referred to any committee may be recalled from that committee at

any subsequent Council meeting by vote of a majority of the whole number of the Council. If any motion or resolution referred to a committee shall not have been reported out within forty-five days of the time when it was referred, then the sponsor of the motion or resolution may have it brought out for Council consideration without any committee report. Any motion or resolution may be withdrawn at any time before decision, commitment or amendment by unanimous consent.

10. **Ayes and noes** - If any member require it, the ayes and noes upon any question shall be taken and entered upon the minutes of the Council. In taking the same, the names of members shall be taken alphabetically.
11. **Appointment of committees** - All committees shall be appointed by the presiding officer, unless otherwise specially directed by the Council, in which case they shall be appointed by ballot.

PRIVILEGED QUESTIONS

12. **Order of motions** - When a question is pending, no motion shall be received, except as hereinafter specified; which motion shall have preference in the order stated:
 - a. For an adjournment of the Council.
 - b. A call of the Council.
 - c. To lay on the table.
 - d. For the previous question.
 - e. To postpone indefinitely.
 - f. To postpone to a day certain.
 - g. To refer to the Committee of the Whole.
 - h. To refer to a standing committee.
 - i. To refer to a special or select committee.
 - j. To amend.
13. **Non-debatable motions** - A motion to adjourn, lay on the table, or for the previous question, shall be decided without amendment or debate; and all questions of order, and all questions relating to the order of business, shall be decided without debate. The several motions to postpone or to refer, shall preclude all debate of the main question.
14. **Reconsideration** - A motion for reconsideration if lost, shall not again be repeated at the same meeting of the Council, nor shall any question be reconsidered more than once.
15. **Executive business** - Executive business shall be governed by Chapter 511 of the Laws of 1976.

16. **Concerning applicant for office** - All information, or any remarks by any member concerning the character or qualifications of any person whose name shall be before the council for an appointment to any office, shall be kept secret, and all proceedings and things of the Council, or any member thereof, in secret session, shall be kept secret until the Council shall remove all injunctions to secrecy.
17. **Divisions of questions** - If any question contains several distinct propositions, it may be divided by the chair.
18. **Reading of paper** - Any member may have any paper in possession of the council read, upon request, unless the same shall be objected to by some other member; and then the question shall be determined by a vote of a majority of the whole council, without debate.
19. **Speaking to question** - After the roll-call upon any question has commenced, no member shall speak to the question except to explain his/her vote, and then not to exceed five minutes; nor shall any motion be made until after the result is declared.
20. **Committee's Report** - No report shall be received from any committee unless the committee, or a quorum thereof, shall have met and considered the matter in a regular or special meeting of the committee.
21. **Robert's Rule of Order** - Whenever any question not covered by these rules shall arise, this council shall be governed by the parliamentary rules as laid down in Robert's Rule of Order. The Corporation Counsel shall preside as the Parliamentarian at all meetings. (Amended 4/2/14)
22. **Standing Committees** - The following standing committees shall be appointed by the Mayor at the commencement of the session, or as soon thereafter as may be practicable:

FINANCE COMMITTEE – to consist of Common Council members as appointed by the Mayor, and ex-officio members: City Treasurer and Director of Finance.

PUBLIC HEALTH & SAFETY – to consist of Common Council members as appointed by the Mayor and ex-officio members: Police Chief, Fire Chief, and Chief Building Inspector.

HIGHWAYS & PARKS - to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer, Director of Streets and Parks, Public Works Supervisor

WATER & SEWER - to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer, Sr. Building

Inspector, Chief Operator/WWTP, Chief Water Treatment Plant Operator, Water Distribution Maintenance Supervisor

YOUTH – to consist of Common Council members as appointed by the Mayor and ex-officio members: Assistant City Engineer.

PERSONNEL – to consist of Common Council members as appointed by the Mayor and ex-officio member: City Clerk and Personnel Officer.

WASHINGTON HUNT - to consist of three members: Mayor and two aldermen as appointed by the Mayor.

The Common Council President shall be qualified to sit as a member of any standing committee whenever his/her presence will enable such committee to reach a quorum for the transaction of business.

23. **Changing of Rules** - No standing rule or order of the council shall be amended, repealed, rescinded, changed or superseded, except by a vote of two-thirds of the whole council, nor shall any new rule be added thereto, except by a like vote; but they may be suspended at any time by a two-thirds consent of the whole council.
24. **Regular Meetings:**
 - a. The regular meeting of the Council shall be held on the second and fourth Wednesday of each month, except when otherwise directed by resolution of the Common Council. The hour of meeting shall be 5:30 P.M., and if a quorum shall not be present at 6 P.M. the Common Council shall stand adjourned. **The Committee of the Whole shall meet one hour prior to the start of the regularly scheduled Common Council meetings.**
 - b. The Committee of the Whole work sessions if scheduled shall be held every Wednesday at 5 PM of each month or any other day and time if so directed by the President of the Common Council.
25. **Business of Special Meeting** - It shall not be in order at any special meeting to proceed to any other business than that for which the meeting was convened, unless by unanimous consent of all members present.
26. **Regular Committee Meetings** - The standing committees shall have regular meetings for the transaction of committee business.
27. **Report of Committees** - It shall be the duty of the committees to report on every subject referred to them, within two weeks from the time of such reference, unless the time shall have been extended by the council.

28. General rules and regulations for the letting of contracts for materials, supplies, equipment or public works projects (including local public improvements).

1. After any materials, supplies, equipment or public works project shall have been ordered, the Common Council shall, at the time of adopting the ordinance therefor, or at any time thereafter, give notice, or order and direct the same to be given, that proposals for the doing and completion of said work will be received.

2. All notices shall be given by the City Clerk by publishing same in the official paper of this city.

3. Notices for the receiving of proposals shall be of the following form - the blanks therein to be filled at the time of publication as necessities require: **NOTICE TO BIDDERS** City Clerk's Office, Lockport, New York Sealed proposals shall be received by the undersigned at his office, Lockport Municipal Building, One Locks Plaza, Lockport, NY until (day), (date), at (time) for in accordance with the specifications made therefor and obtainable at the (appropriate City office). Proposals must be for the amount in gross and include everything connected with the proposed materials, supplies, equipment or public works project being bid. Each proposal must be accompanied by a certified check or bid bond in an amount equal to ten percent of the bid. The Common Council hereby reserves the right to reject any or all proposals. By order of the Common Council of the City of Lockport, N.Y.

4. No proposal after time expires. After the time in said notice specified for the reception of proposals shall have expired no further proposals for the work specified therein shall be received; and each and every plan and specification therein published shall be particularly and strictly observed by all concerned.

5. Proposals to be guarded. The City Clerk shall receive all proposals at his office in this City, and shall carefully guard and preserve the same unopened; he shall not permit either or any of them to be taken from his custody until such time and in such manner as the Common Council may order and direct.

6. Clerk to open. The Clerk shall publicly open and read the bids on the date and at the time specified in the Notice to Bidders.

7. Clerk to report to Council. The City Clerk shall submit a summary of those bids received and opened to the Common Council at its first regular meeting thereafter, under the order of "unfinished business."

8. Recess to examine. The Mayor may thereupon declare a recess, stating the duration thereof, in order that the members of the Council may critically examine each proposal.

9. Action on proposals. Upon re-assembling, the Common Council shall consider said proposal, and shall without adjournment take some action in relation thereto, either by accepting the proposal of the lowest responsible bidder, or by rejecting all bids, or by referring the same to some proper committee.

10. To again advertise. In case all bids are rejected, the Common Council shall again direct the publication of a notice to bidders, similar in all respects to that first advertised, and shall so continue to advertise for, receive and consider proposals for said items until by a vote of a majority of the council, a contract is finally awarded, except, however, in cases where the Common Council shall reconsider its action requiring such work to be performed by contract.

11. Certified Check or Bid Bond. Each proposal shall be accompanied by a certified check or bid bond in a sum not less than ten percent of the amount of the proposal. In the event the successful bidder fails to enter into contract within five days after being notified by the City Clerk, the check will be forfeited.

12. The Common Council reserves the right to reject any or all proposals.

29. **Two-thirds vote to repeal** - No legislative ordinance, act or resolution passed during any previous meeting of the current term of this council, shall be amended, repealed, rescinded, changed or superseded, in whole or in part, except by two-thirds vote of the whole Council.

30. **Recess for public input** - Following roll call at the Common Council meetings, any speaker desiring to speak at the Common Council meetings may be heard regarding city business on the Agenda for a period not to exceed 3 minutes with a 1 minute warning to conclude his or her speaking. At the close of the Common Council meeting any speaker who desires to speak will be allowed to speak on matters concerning the General Welfare of the City for a period not to exceed 5 minutes with a 1 minute warning to conclude his or her speaking. No speaker shall be permitted to transfer their time to another speaker.

Seconded by Alderman Craig and adopted. Ayes 6.