# CITY OF LOCKPORT
## COMMON COUNCIL MEETING AGENDA
## REGULAR MEETING
## September 9th, 2026
## 6:00 P.M.

| | | |
|---|---|---|
| **5:30 P.M.** | Committee of the Whole Meeting | |
| **6:00 P.M.** | Common Council Meeting | |
| **ROLL CALL** | | |
| **APPROVAL OF MINUTES** | **O'Malley:** 090926.1 | Approve Common Council minutes of August 26th, 2026 |
| **COMMUNICATIONS** | | |
| **MOTIONS & RESOLUTIONS** | **Craig:** 090926.2 | Resolution to approve bills and payrolls |
| | **Wiley:** 090926.3 | Employee Anniversaries |
| | **Kirchberger:** 090926.4 | Resolution to Appropriate 2026-27 NYSDOT CHIPS Funding |
| | **Wiley:** 090926.5 | Resolution to Approve the Challenger Learning Center William Gregory 5K |
| | **Craig**: 090926.6 | Resolution to Approve Lockport Elks Lodge #41 "Pawsitive for Heroes" Veterans 5K |
| | **Wiley**: 090926.7 | Award of Ambulance Billing Contract |
| | **Wyche:** 090926.8 | Authorization for Eastern Star Chicken BBQ |
| **ADJOURNMENT** | **O'Malley:** 090926.9 | Adjourn meeting to September 23rd, 2026 |

# CITY OF LOCKPORT
# COMMON COUNCIL PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

September 9th, 2026
6:00 P.M.

Mayor John Lombardi III called the meeting to order.

## ROLL CALL

The following Common Council members answered the roll call:

Aldermen: Craig, Wyche, O'Malley, Fogle, Wiley and Kirchberger

## INVOCATION

## ANNOUNCEMENTS

## RECESS

Recess for public input.

**090926.1** **APPROVAL OF MINUTES**

On motion of Alderman Craig seconded by Alderman Kirchberger the minutes of the Regular meeting of August 26th, 2026 are hereby approved as printed in the Journal of Proceedings. Ayes 6.

## FROM THE MAYOR

**Appointments:**

## FROM THE CITY CLERK

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

Reviewed by the Finance Committee.

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

8/31/2026 Samuel Marotta – resignation from the Zoning Board of Appeals and stating he's grateful for the time and opportunity to serve.

9/3/2026 Robert Heil from SLA Solutions, on behalf of THE LOCK TENDER LLC (4 Lock Street) – notifying The City of Lockport that a waiver of the 30-day notification required by the NYS Liquor Authority has been requested for a class change on their Liquor License application.

**MOTIONS & RESOLUTIONS**

**090926.2**
By Alderman Craig:

**Resolved,** that the Mayor and City Clerk be authorized to issue orders in favor of the claimants for payrolls, bills and services to be paid on September 10th, 2026.

Seconded by Alderman O'Malley and adopted. Ayes 6.

**090926.3**
By Alderman Wiley:

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

| Employee | Years of Service | Title |
|---|---|---|
| Kevin Lucinski | 20 | Police Officer |
| Max Maio | 5 | Police Officer |
| Nicole Terrana | 5 | Police Officer |

Seconded by Alderman Fogle and adopted. Ayes 6.

**090926.4**
By Alderman Kirchberger:

**Resolution to Appropriate 2026-27 NYSDOT CHIPS Funding**

**Whereas,** the NYSDOT has awarded the City of Lockport with program funding for CHIPS, PAVE NY, EWR, STR and POP for State Fiscal Year 2026-27 in the amount of $2,552,807, now, therefore, be it

**Resolved,** that the fiscal year 2026 Capital Fund budgets be amended to add the apportioned balances as follows:

Increase Revenue:

| | | |
|---|---|---|
| H082.5112.33501 | Consolidated Highway Aid | $1,379,789 |
| H208.5112.33501 | Consolidated Highway Aid | $1,173,018 |
| | | $2,552,807 |

Increase Appropriations:

| | | |
|---|---|---|
| H082.5112.52450 | Infrastructure – Roads | $1,379,789 |
| H208.5112.52450 | Infrastructure – Roads | $1,173,018 |
| | | $2,552,807 |

Seconded by Alderman Fogle and adopted. Ayes 6.

**090926.5**
By Alderman Wiley:

**Resolution to Approve the Challenger Learning Center William Gregory 5K**

**Whereas**, the Challenger Learning Center has requested permission to conduct the William Gregory 5K on Saturday, October 3, 2026, beginning at 9:00 a.m. near the Kenan Center Arena; and

**Whereas**, the race course will travel through portions of the City of Lockport, as outlined in the submitted Traffic & Safety Plan and accompanying course map; and

**Whereas**, the organizers have requested assistance from the City of Lockport Police and Fire Departments with traffic and public safety at major intersections along the race route, including Beattie Avenue, Willow Street, Locust Street, Pine Street, Lincoln Avenue, and other locations deemed necessary;

**Now therefore be it resolved**, that the City of Lockport Common Council hereby grants permission for the Challenger Learning Center William Gregory 5K to be held on Saturday, October 3, 2026, beginning at 9:00 a.m; and

**Be it further resolved**, that this approval is contingent upon the event organizers complying with all applicable City requirements and providing the City Clerk a certificate of insurance naming the City of Lockport as an additional insured prior to the event.

Seconded by Alderman O'Malley and adopted. Ayes 6.

**090926.6**
By Alderman Craig:

**Approval of Lockport Elks Lodge #41 "Pawsitive for Heroes" Veterans 5K**

**Whereas**, the Lockport Elks Lodge #41 has requested permission to conduct the Pawsitive for Heroes Veterans 5K on Sunday, November 8, 2026, beginning at approximately 9:30 a.m. and concluding at approximately 12:00 p.m., with proceeds benefiting the sponsorship of a service dog for a local veteran through Pawsitive of WNY Heroes; and

**Whereas**, the proposed course will begin on North Canal Road and proceed along Old Niagara Road, Route 78, the towpath beneath the Matt Murphy Way bridge, and Cold Springs Road before returning to the Elks Lodge;

**Now therefore be it resolved**, that pursuant to their request, permission is hereby granted to Lockport Elks Lodge #41 to conduct the Pawsitive for Heroes Veterans 5K on Sunday, November 8, 2026, from approximately 9:30 a.m. to 12:00 p.m., utilizing the proposed route as submitted; and

**Be it further resolved**, that said approval shall be contingent upon filing a certificate of Insurance naming the City of Lockport as additional insured.

Seconded by Alderman Kirchberger and adopted. Ayes 6.

**090926.7**
By Alderman Wiley:

**Award of Ambulance Billing Services Contract**

**Whereas,** the City of Lockport issued a Request for Proposals (RFP) for Fire Department ambulance billing services, with bids received and opened on August 6, 2026;

**Whereas,** five proposals were received, including proposals from Solv Billing LLC, MedEx, Professional Ambulance Billing LLC, SpecLin Billing & RCM LLC, and Precision Medical Billing Solutions;

**Whereas,** the Fire Chief, Director of Finance, and Treasurer's Office reviewed the proposals and recommend Professional Ambulance Billing LLC, which proposed a fee of 6.0% of non-Medicaid revenue and $18 per Medicaid claim, based upon the overall value and services offered to the City;

**Now, therefore, be it resolved** that the Common Council hereby authorizes the Mayor, subject to review and approval by the Corporation Counsel, to enter into an agreement with Professional Ambulance Billing LLC for ambulance billing services, with services to commence November 1, 2026; and

**Be it further resolved** that the Mayor is authorized to provide notice to MedEx of the termination or non-renewal of the City's existing ambulance billing agreement, in accordance with the terms thereof, effective October 31, 2026.

Seconded by Alderman O'Malley and adopted. Ayes 6.

**090926.8**
By Alderman Wyche:

**Authorization for Eastern Star Chicken BBQ Fundraiser – September 30, 2026**

**Resolved,** that pursuant to their request, permission is hereby granted to the Niagara Orleans District Order of the Eastern Star to conduct a Chicken BBQ fundraiser in the City parking lot next to the Masonic Hall on Wednesday, September 30th, 2026; and be it further

**Resolved,** that permission is hereby granted to barricade the first row of parking spaces east of the Masonic Hall in the City owned lot for said event, and be it further

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

Seconded by Alderman Craig and adopted. Ayes 6.

**090926.9** **ADJOURNMENT**

At 6:12pm Alderman O'Malley moved the Common Council be adjourned until 6:00pm Wednesday, September 23rd, 2026.

Seconded by Alderman Fogle and adopted. Ayes 6.

EMILY STODDARD
City Clerk

**August 31, 2026**

**City of Lockport**
Zoning Board of Appeals
Lockport, New York

**Re: Resignation from the Zoning Board of Appeals**

Dear Members of the Zoning Board of Appeals and City Officials:

Please accept this letter as my formal resignation from the City of Lockport Zoning Board of Appeals.

I am sincerely grateful for the opportunity to serve the City of Lockport and its residents. It has been a privilege to contribute to the community and to work alongside individuals who dedicate their time and expertise to making thoughtful decisions on behalf of the City.

My decision to resign is due to a combination of personal and professional circumstances. I am currently anticipating a move outside of the City of Lockport, and a recent promotion at work has significantly increased my professional responsibilities. As a result, I no longer have the time necessary to dedicate to the Zoning Board of Appeals at the level I believe the position deserves.

I appreciate the trust placed in me during my time on the Board and am thankful for the experience and opportunity to serve the community.

I wish the City, the Zoning Board of Appeals, and its members continued success.

Sincerely,

**Samuel Marotta**

5008 MOUNT VERNON BLVD.
HAMBURG, NY 14075
585-633-3165 info@slasolutions.com www.slasolutions.com



## REQUEST FOR WAIVER OF THE 30-DAY MUNICIPALITY NOTIFICATION

Date: 09/01/2026

To the Municipality of: CITY OF LOCKPORT

Please be advised that a waiver of the 30-day notification is requested on behalf of THE LOCK TENDER, LLC. dba THE LOCK TENDER located at 4 LOCK ST., LOCKPORT, NY 14094. They are applying for an ON-PREMISE LIQUOR LICENSE serving LIQUOR, WINE, BEER & CIDER in a TAVERN establishment. This request is made to expedite the licensing process.

Thank You,

ROBERT HEIL

SLA Solutions
If such waiver is granted, please write a letter to that effect, signed by an Official, on OFFICIAL municipality stationery and either fax, e-mail or forward it to:
Robert Heil, Liquor License Consultant
5008 Mount Vernon Blvd.,
PHONE: 716-777-4060
FAX : 866-910-5025 E-MAIL : info@slasolutions.com

NEW YORK STATE | Liquor Authority

OFFICE USE ONLY
○ Original ○ Amended Date _____



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

1. Date Notice Sent: 08/17/2026 1a. Delivered by: Certified Mail Return Receipt Requested

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

For premises outside the City of New York:

○ New Application ○ Removal ◉ Class Change

For premises in the City of New York: (counties of Kings, New York, Bronx, Queens and Richmond):

○ New Application ○ New Application and Temporary Retail Permit ○ Temporary Retail Permit ○ Removal

○ Class Change ○ Method of Operation ○ Corporate Change ○ Renewal ○ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date
For **Renewal** applicants, answer all questions
For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
For **Corporate Change** applicants, attach a list of the current and proposed corporate principals
For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type
For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

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

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

3. Name of Municipality or Community Board: CITY OF LOCKPORT

**Applicant/Licensee Information:**

4. Licensee License ID (if applicable): 0267-24-336221 Expiration Date (if applicable): 10/31/2026

5. Applicant or Licensee Name: THE LOCK TENDER, LLC

6. Trade Name (if any): THE LOCK TENDER

7. Street Address of Establishment: 4 LOCK ST.

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

9. Business Telephone Number of applicant/ Licensee: 716-696-0794

10. Business E-mail of Applicant/Licensee: seth@tapandcraft.com

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

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

13. Type of Establishment: Bar/Tavern

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

14. Method of Operation: (check all that apply)

☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____

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

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

☐ Other (specify): _____

15. Licensed Outdoor Area: (check all that apply)

☐ None ☑ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure

☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY
◯ Original ◯ Amended Date _____



16. List the floor(s) of the building that the establishment is located on: 1ST FLOOR

17. List the room number(s) the establishment is located in within the building, if appropriate: 1-BAR,FOODPREP,OFFICE,DINING,RESTROOMS,JANITOR CLOSET

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ◯ Yes ⊗ No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ⊗ Yes ◯ No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and ID number of the licensee:

N/A (Name) N/A (License ID Number)

21. Does the applicant or licensee own the building in which the establishment is located? ◯ Yes (If YES, SKIP 23-26) ⊙ No

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

22. Building Owner's Full Name: 4 LOCK STREET, LLC

23. Building Owner's Street Address: 128 SCHIMWOOD CT.

24. City, Town or Village: GETZVILLE State: NY Zip Code: 14068

25. Business Telephone Number of Building Owner: 716-228-5439

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

26. Representative/Attorney's Full Name: ROBERT HEIL

27. Representative/Attorney's Street Address: 5008 MOUNT VERNON BLVD.

28. City, Town or Village: HAMBURG State: NY Zip Code: 14075

29. Business Telephone Number of Representative/Attorney: 716-777-4060

30. Business E-mail Address of Representative/Attorney: info@slasolutions.com

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

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

31. Printed Principal Name: SETH PICCIRILLO Title: LLC MEMBER

**Principal Signature:** [signature]

**Date:** 31/08/2026

**cityclerk@lockportny.gov**

**From:** Kristin Schubring <kschubring@lockportny.gov>
**Sent:** Tuesday, September 8, 2026 2:28 PM
**To:** deputyclerk@lockportny.gov
**Cc:** cityclerk@lockportny.gov
**Subject:** AP Fund Totals 9/4/26 spc run, 9/9/26

Hello,

Invoices to be approved at the meeting on 9/9/26 are as follows:

Fund A General - $182,661.87
Fund CD Community Development - $88,707.10
Fund CL Refuse & Recycling - $112,455.78
Fund FX Water - $30,841.61
Fund G Sewer - $35,114.05
Fund H Capital Projects - $664,594.64
Fund MS Health Insurance - $1,138.70
**Total** - $1,115,513.75

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

City of Lockport

# Employee Birthday Anniversary Report

## Anniversary Date

September

| Employee | Benefit Group | Date | Years | |
|---|---|---|---|---|
| Department **Build Maint - Building Maintenance** | | | | |
| 1306 LaRoach, Coulton N | AFSCME - AFSCME | 9/3/2019 | 7 | |
| 1305 Qualiana, Gregory W | AFSCME - AFSCME | 9/3/2019 | 7 | |
| Department **Build Maint - Building Maintenance** Totals Employees 2 | | | | |
| Department **Fire - Fire Department** | | | | |
| 1089 Haley, Robert A | FIRE - Fire | 9/27/1999 | 27 | |
| Department **Fire - Fire Department** Totals Employees 1 | | | | |
| Department **Police - Police Department** | | | | |
| 1104 Lucinski, Kevin S | POLICE - Police | 9/11/2006 | 20 | Police Officer |
| 1457 Maio, Max A | POLICE - Police | 9/7/2021 | 5 | Police Officer |
| 1458 Terrana, Nicole M | POLICE - Police | 9/13/2021 | 5 | Police Officer |
| 1555 Smith, Clayton J | POLICE - Police | 9/15/2023 | 3 | |
| Department **Police - Police Department** Totals Employees 4 | | | | |
| Department **Public Works - Public Works** | | | | |
| 1051 Rubert, Nicholas D | AFSCME - AFSCME | 9/2/2008 | 18 | |
| 1059 Cercone, Anthony J | AFSCME - AFSCME | 9/1/2017 | 9 | |
| 1613 White, Jeffrey B | AFSCME - AFSCME | 9/13/2024 | 2 | |
| Department **Public Works - Public Works** Totals Employees 3 | | | | |
| Department **Waste Water - Waste Water Department** | | | | |
| 1180 Ellis, Elizabeth R | AFSCME - AFSCME | 9/11/2018 | 8 | |
| Department **Waste Water - Waste Water Department** Totals Employees 1 | | | | |
| Grandd Totals Employees 11 | | | | |

# City of Lockport - Resolution Request Form

| | |
|---|---|
| **Agenda Description:** Budget Amendment for NYSDOT Funding | |
| **Presented By:** DPC | **Date Submitted:** 8/28/2026 |

**Topic Area (Select Most Applicable Option):**

| | | | |
|---|---|---|---|
| Community Event | | Local Law Change | |
| Budget Amendment | ✓ | Community Development | |
| Contract Approval | | Community Event | |
| Donation Acceptance | | Engineering Process | |
| Grant Application / Award | | Code and Planning | |
| Fund Utilization Request | | Other | |

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

**Summary of Resolution:**

The City has received the 2026-2027 NYS funding amounts for CHIPS and Touring. This resolution is to amend the budget in those capital projects to reflect the new figures.

**Explanation of Attachments:**

1) Resolution 2)FY26-27 Award Letter 3)H082 & H208 LTD Budget

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

***Clerk/Legal/Finance Approval:***

***Notes:***

| | |
|---|---|
| **Name:** | **Date of Approval:** |

**WHEREAS** the NYSDOT has awarded the City of Lockport with program funding for CHIPS, PAVE NY, EWR, STR and POP for State Fiscal Year 2026-27 in the amount of $2,552,807, now, therefore, be it

**RESOLVED** that the fiscal year 2026 Capital Fund budgets be amended to add the apportioned balances as follows:

Increase Revenue:

| | | |
|---|---|---|
| H082.5112.33501 | Consolidated Highway Aid | $1,379,789 |
| H208.5112.33501 | Consolidated Highway Aid | $1,173,018 |
| | | $2,552,807 |

Increase Appropriations:

| | | |
|---|---|---|
| H082.5112.52450 | Infrastructure – Roads | $1,379,789 |
| H208.5112.52450 | Infrastructure – Roads | $1,173,018 |
| | | $2,552,807 |

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

June 02, 2026

JOHN DONNELLY
ENGINEER
CITY OF LOCKPORT
455 SOUTH NIAGARA ST
LOCKPORT NY 14094

Dear Mr. DONNELLY:

The 2026-27 State Budget provides funding to support the repair, rehabilitation, and modernization of local roads and bridges. The Budget includes $698.1 million in Consolidated Local Street and Highway Improvement Program (CHIPS) funding, $150 million in PAVE-NY funding, and $100 million in Extreme Winter Recovery (EWR) funding, $140 million in State Touring Route (STR) funding and $100 million in Pave Our Potholes (POP). Also included are reappropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE-NY, EWR, STR and POP appropriations. Please provide a copy of this letter to the chief financial officer for your municipality.

The next quarterly SFY 2026-27 CHIPS, PAVE-NY, EWR and POP reimbursements are scheduled to be made on July 17, 2026. Requests for the July payments must be for expenditures made on or after January 17, 2025 through June 12, 2026. Refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. The City of Lockport has the following funding amounts available for the July payments.

| Program | Cumulative Rollover Balance | 26-27 Apportionment Balance | Total Balance |
|---|---|---|---|
| CHIPS | $579,828.02 | $919,374.16 | $1,499,202.18 |
| PAVE NY | $292,724.88 | $196,579.38 | $489,304.26 |
| EWR | $266,588.54 | $132,782.79 | $399,371.33 |
| STR | $2,399,025.31 | $1,173,017.58 | $3,572,042.89 |
| POP | $262,032.98 | $131,052.92 | $393,085.90 |

The instructions for applying for the July 17, 2026 reimbursements are located on the back of this letter and on the CHIPS website. The New York State Department of Transportation (NYSDOT) Regional Office must receive all program payment submission items no later than **June 12, 2026.** Please sign the certification on each page of the reimbursement request forms and keep a copy of the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 542027.

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

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

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

Respectfully yours,

Matthew T. Haas
Director, Office of Integrated Modal Services

***Please note:** CP Forms for all CHIPS programs have been updated on the website.

## INSTRUCTIONS FOR APPLYING FOR REIMBURSEMENT

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

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

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

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

**RULES FOR REIMBURSEMENT OF ROLLOVER FUNDS:**

**A.** There is an 18-month look back cut-off date for this payment. This means that **expenditures incurred prior to the date indicated in the letter would not be eligible for reimbursement,** even if a municipality has rollover balances from an earlier CHIPS/PAVE-NY/EWR/POP apportionment.

**B.** Eligible expenditures made for CHIPS/PAVE-NY/EWR/POP Capital projects between the dates noted in the letter will be eligible for reimbursement from the CHIPS/PAVE-NY/EWR/POP Capital rollover fund balances before any payment can be made from the current CHIPS/PAVE-NY/EWR/POP Capital apportionment.

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

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

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

2. The ending expenditure date entered for this payment should be the ending expenditure date referenced in the letter.

**NOTE:** THE CERTIFICATION SIGNATURE DATE ENTERED ON THE CP FORMS MUST FALL WITHIN OR AFTER THE EXPENDITURE DATES WHICH WERE ENTERED ON SUCH FORMS **BUT SHOULD NOT OCCUR AFTER THE SCHEDULED PAYMENT DATE FOR THIS PAYMENT CYCLE.**

City of Lockport

# Budget Performance Report

Life-to-Date to 08/28/26

Include Rollup Account and Rollup to Account

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd |
|---|---|---|---|---|---|---|---|---|---|
| Fund **H082 - Active, Highway Maint. Program** | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Department **5112 - Highway Perm Improvement** | | | | | | | | | |
| 33501 | Consolidated Highway Aid | .00 | 8,444,658.42 | 8,444,658.42 | .00 | .00 | 7,043,485.00 | 1,401,173.42 | 83 |
| Department **5112 - Highway Perm Improvement** Totals | | $0.00 | $8,444,658.42 | $8,444,658.42 | $0.00 | $0.00 | $7,043,485.00 | $1,401,173.42 | 83% |
| REVENUE TOTALS | | $0.00 | $8,444,658.42 | $8,444,658.42 | $0.00 | $0.00 | $7,043,485.00 | $1,401,173.42 | 83% |
| EXPENSE | | | | | | | | | |
| Department **5112 - Highway Perm Improvement** | | | | | | | | | |
| 52420 | Machinery & Equip-Heavy Equipment | .00 | 1,101,686.53 | 1,101,686.53 | .00 | 513,456.17 | 814,882.16 | (226,651.80) | 121 |
| 52450 | Infrastructure-Roads | .00 | 7,342,971.89 | 7,342,971.89 | .00 | .00 | 6,917,407.20 | 425,564.69 | 94 |
| 56500 | Leases Principal | .00 | .00 | .00 | .00 | .00 | 53,145.00 | (53,145.00) | +++ |
| 57500 | Leases Interest | .00 | .00 | .00 | .00 | .00 | 11,229.00 | (11,229.00) | +++ |
| Department **5112 - Highway Perm Improvement** Totals | | $0.00 | $8,444,658.42 | $8,444,658.42 | $0.00 | $513,456.17 | $7,796,663.36 | $134,538.89 | 98% |
| EXPENSE TOTALS | | $0.00 | $8,444,658.42 | $8,444,658.42 | $0.00 | $513,456.17 | $7,796,663.36 | $134,538.89 | 98% |
| Fund **H082 - Active, Highway Maint. Program** Totals | | | | | | | | | |
| REVENUE TOTALS | | .00 | 8,444,658.42 | 8,444,658.42 | .00 | .00 | 7,043,485.00 | 1,401,173.42 | 83% |
| EXPENSE TOTALS | | .00 | 8,444,658.42 | 8,444,658.42 | .00 | 513,456.17 | 7,796,663.36 | 134,538.89 | 98% |
| Fund **H082 - Active, Highway Maint. Program** Totals | | $0.00 | $0.00 | $0.00 | $0.00 | ($513,456.17) | ($753,178.36) | $1,266,634.53 | |
| Fund **H208 - Active, Touring Routes** | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Department **5112 - Highway Perm Improvement** | | | | | | | | | |
| 33501 | Consolidated Highway Aid | .00 | 5,194,792.14 | 5,194,792.14 | .00 | .00 | 2,770,148.98 | 2,424,643.16 | 53 |
| Department **5112 - Highway Perm Improvement** Totals | | $0.00 | $5,194,792.14 | $5,194,792.14 | $0.00 | $0.00 | $2,770,148.98 | $2,424,643.16 | 53% |
| REVENUE TOTALS | | $0.00 | $5,194,792.14 | $5,194,792.14 | $0.00 | $0.00 | $2,770,148.98 | $2,424,643.16 | 53% |
| EXPENSE | | | | | | | | | |
| Department **5112 - Highway Perm Improvement** | | | | | | | | | |
| 52450 | Infrastructure-Roads | .00 | 5,194,792.14 | 5,194,792.14 | 211,962.44 | 167,634.23 | 3,563,891.46 | 1,463,266.45 | 72 |
| Department **5112 - Highway Perm Improvement** Totals | | $0.00 | $5,194,792.14 | $5,194,792.14 | $211,962.44 | $167,634.23 | $3,563,891.46 | $1,463,266.45 | 72% |
| EXPENSE TOTALS | | $0.00 | $5,194,792.14 | $5,194,792.14 | $211,962.44 | $167,634.23 | $3,563,891.46 | $1,463,266.45 | 72% |
| Fund **H208 - Active, Touring Routes** Totals | | | | | | | | | |
| REVENUE TOTALS | | .00 | 5,194,792.14 | 5,194,792.14 | .00 | .00 | 2,770,148.98 | 2,424,643.16 | 53% |
| EXPENSE TOTALS | | .00 | 5,194,792.14 | 5,194,792.14 | 211,962.44 | 167,634.23 | 3,563,891.46 | 1,463,266.45 | 72% |
| Fund **H208 - Active, Touring Routes** Totals | | $0.00 | $0.00 | $0.00 | ($211,962.44) | ($167,634.23) | ($793,742.48) | $961,376.71 | |
| Grand Totals | | | | | | | | | |
| REVENUE TOTALS | | .00 | 13,639,450.56 | 13,639,450.56 | .00 | .00 | 9,813,633.98 | 3,825,816.58 | 72% |
| EXPENSE TOTALS | | .00 | 13,639,450.56 | 13,639,450.56 | 211,962.44 | 681,090.40 | 11,360,554.82 | 1,597,805.34 | 88% |
| Grand Totals | | $0.00 | $0.00 | $0.00 | ($211,962.44) | ($681,090.40) | ($1,546,920.84) | $2,228,011.24 | |

# Challenger Learning Center William Gregory 5K

Traffic & Safety Plan
Race Date: October 3, 2026

Patrick Covell, Race Director

**5K Start Time**
9:00am, near the Kenan Center Arena

***Course Maps Attached***

**Kenan Center**

- Open all parking lots by 7:00am on race day.
- Open restrooms in the Taylor Theatre by lot by 7:00am.
- Allow Modern to deliver portable toilets to upper parking lot on Friday, September 26th.
- Setup a barricade on the morning of the race (or before) to block traffic from being able to drive up roadway to arena off of Beattie Avenue.

**Lockport Police & Fire Dept.**

- Direct traffic at Locust Street and Beattie Avenue on race morning to parking lot by the Montessori School/Taylor Theatre.
- Cover major intersections in City of Lockport:
    - Beattie Avenue & Georgia Avenue
    - Beattie Avenue & Willow Street
    - Willow Street & Locust Street
    - Willow Street & Pine Street
    - Pine Street & Lincoln Avenue
    - Lincoln Avenue & Berkley Drive
    - Locust Street & Sargent Drive
    - Locust Street & Winfried Circle
    - Other intersections at your discretion
    -

**Ambulance Service**

- **Lockport**: At Kenan Center (on call throughout race)

**Traffic & Parking at the Kenan Center**

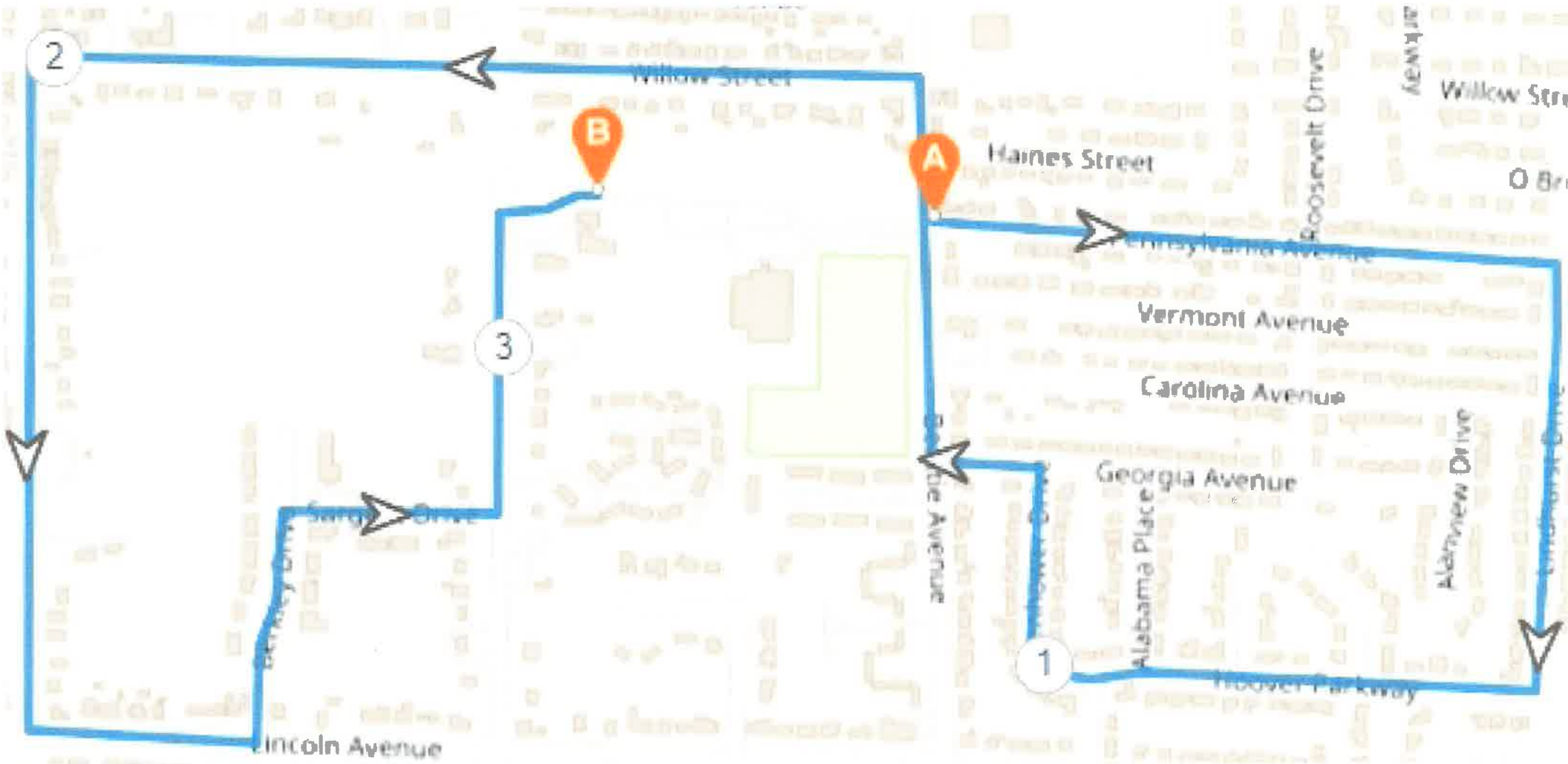
- Signage guiding participants to parking area at the finish line
    - Roaming attendant in parking lot

**Course Marshalls & Traffic Volunteers**

- **Lockport:** (All non-major intersections from start line to Locust Street) Will coordinate course marshals in Lockport. will meet with volunteers at 8:00am in front of the Taylor Theatre and provide them with yellow safety vests and instructions on location and responsibilities.

**Other Miscellaneous Traffic & Safety Items**

- We will have at least one emergency road cone placed at intersections along the route to be used as an additional warning to traffic.
- Course marshals will advise motorists to seek an alternate route if at all possible during the race. Roads are not closed and local traffic will be advised when possible to use extreme caution when traveling on the course.
- Signs will be placed along the course and in the Georgia Avenue and Pennsylvania Avenue nieghborhood 2-3 weeks in advance of the race that notify residents of the date/time and to expect traffic delays.


2
Willow Street
B
A
Haines Street
Roosevelt Drive
Willow Stre
3
Vermont Avenue
Carolina Avenue
Georgia Avenue
Alabama Place
Alabama Drive
1
Lincoln Avenue

# CERTIFICATE OF INSURANCE

**PRINT DATE:** 9/8/2026

**CERTIFICATE NUMBER:** 202609081237012

**AGENCY:**

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Elks Lodge #41
342 Massachusetts Avenue
Suite 400
Indianapolis IN 46204

**INSURERS AFFORDING COVERAGE:**

INSURER A: Clear Blue Insurance Company NAIC #28860

**EVENT INFORMATION:**

Lockport Elks Veterans Run (11/8/2026 - 11/8/2026)

**POLICY/COVERAGE INFORMATION:**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INS | TYPE OF INSURANCE: | POLICY NUMBER(S): | EFFECTIVE: | EXPIRES: | LIMITS: | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | | | |
| | X Occurrence<br>X Participant Legal Liability | CZ26INGL0001-04 | 2/1/2026<br>12:01 AM | 2/1/2027<br>12:01 AM | General Aggregate (Per Event) | $4,000,000 |
| | | | | | Each Occurrence | $2,000,000 |
| | | | | | Damage to Rented Premises (Each Occ.) | $2,000,000 |
| | | | | | Medical Expense (Any one person) | Excluded |
| | | | | | Personal & Advertising Injury | $2,000,000 |
| | | | | | Products-Comp/Op Agg | $2,000,000 |
| A | UMBRELLA/EXCESS LIABILITY | | | | | |
| | X Occurrence | CZ27IN3X0001-04 | 2/1/2026<br>12:01 AM | 2/1/2027<br>12:01 AM | Each Occurrence | $3,000,000 |
| | | | | | Aggregate | $3,000,000 |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an Additional Insured, but only when the state or governmental agency or subdivision or political subdivision has issued a permit or authorization and per the following endorsement: Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (Form CG 20 12 12/19).

The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04 12/19).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01 12/19).

Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

City of Lockport
One Locks Plaza
Lockport NY 14094

**NOTICE OF 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:**

# City of Lockport - Resolution Request Form

**Agenda Description:**

**Presented By:** Denise Grudzinski

**Date Submitted:** 9/1/2026

**Topic Area (Select Most Applicable Option):**

| | | | |
|---|---|---|---|
| **Community Event** | ✔ | **Local Law Change** | |
| **Budget Amendment** | | **Community Development** | |
| **Contract Approval** | | **Community Event** | |
| **Donation Acceptance** | | **Engineering Process** | |
| **Grant Application / Award** | | **Code and Planning** | |
| **Fund Utilization Request** | | **Other** | |

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

**Summary of Resolution:**

We, the Lockport Elks Lodge $41, wish to have a 5k run on Nov 8, 2026. All proceeds will go to help sponsor a service dog for a local Veteran through Pawsitive of WNY Heroes.

The route will start on N Canal Rd and continue right on Old Niagara Rd. It will then take a left turn onto Rt 78, continuing past Reid's. It will continue down to the path under Matt Murphy Way bridge. Runners will then be on towpath until Cold Springs Rd bridge, where they will disembark onto parking lot, continuing onto N Canal Rd back to Elks Lodge.

The race will start at 9:30 am, approximate end time 12:00 pm. No tents, music, vendors, or food wlil be set up on route. We will have certified CPR and First Aid personnel on site. We will also have volunteers with water on route.

**Explanation of Attachments:**

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

***Clerk/Legal/Finance Approval:***

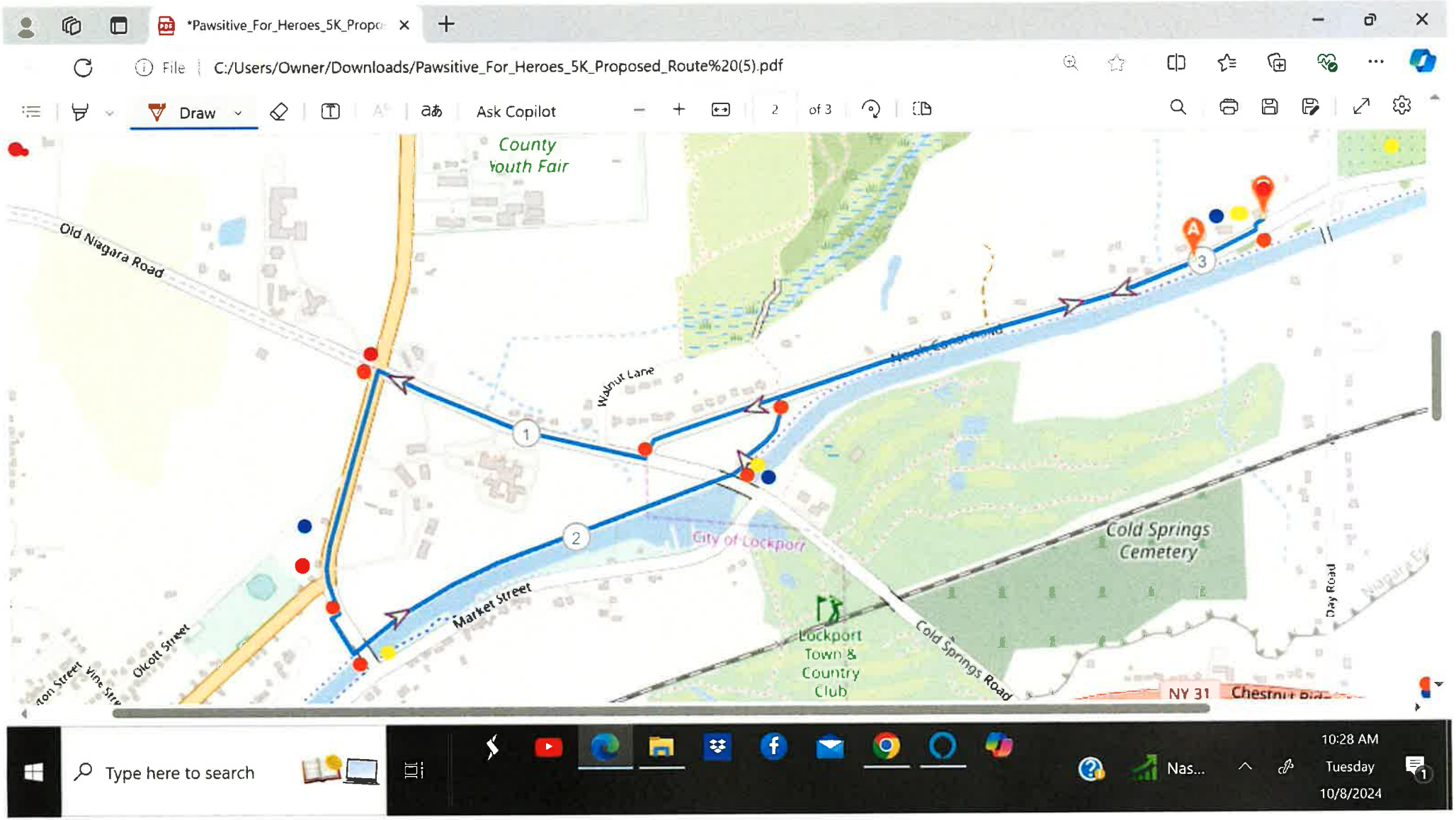
***Notes:***

**Name:**

**Date of Approval:**

# Health and Safety Plan for Lockport Elks Veterans 5k

1. Anticipated number of participants is 150.
2. Police on route.
3. First responders 3.1 miles from event.
4. Hospital 5.3 miles from event.
5. Water stations on route.
6. CPR and First AID personnel on route.
7. Traffic control on route.
8. Personnel with walkie talkies and cell phones on route
9. All personnel on route will be wearing fluorescent safety vests.
10. Personnel directing runners on road will also have orange flags.
11. Bottled water, fruit, and yogurt will be provided for runners after the event.
12. The event will take place at the Elks Lodge which has an AED and trained personnel.
13. There will also be indoor and outdoor bathroom facilities with handwashing stations.
14. There will also be first aid kits on route.


*Pawsitive_For_Heroes_5K_Propo
File | C:/Users/Owner/Downloads/Pawsitive_For_Heroes_5K_Proposed_Route%20(5).pdf
Draw
Ask Copilot
2 of 3
County Youth Fair
Old Niagara Road
Walnut Lane
Market Street
Olcott Street
City of Lockport
Lockport Town & Country Club
Cold Springs Road
Cold Springs Cemetery
NY 31
Type here to search
Nas...
10:28 AM
Tuesday
10/8/2024

EVENT REGISTRATION AGREEMENT AND LIABILITY WAIVER (the Agreement and Waiver)

You must read and agree to the following Agreement and Waiver in order to use itsyourrace.com and to register and participate in the event entitled Pawsitive For Heroes 5K.

1. Authority to Register and/or to Act as Agent. You represent and warrant to Innovative Timing Systems, LLC (ITS) that you have full legal authority to complete this event registration on itsyourrace.com (IYR), a registration and results platform operated by ITS and any and all subsidiaries, affiliated entities, or entities that control or are controlled by ITS singly or together and its directors, members, officers, employees, contractors, subcontractors, agents and licensees, including full authority to make use of the credit or debit card to which registration fees, product fees or other transactions will be charged. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration or purchasing products or other services. If you are registering for any incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf. In addition, you represent and warrant that, in compliance with Children's Online Privacy Protection (COPPA), you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent of such child, and do hereby consent to the collection of such child's personal information by ITS and IYR. By proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to you and to any third parties for whom you are acting as agent or parent or legal guardian.

2. Waiver. You know and understand that indoor or outdoor exercising, racing, and other athletic activities can be potentially hazardous. You attest that you are medically able and properly trained for the Pawsitive For Heroes 5K and agree that you have been medically cleared by a qualified physician to participate and safely complete the event. You understand that the event may be held over public roads, water ways, off-road locations, private or public parks, private or public property, or in facilities or locations open to the public or subject to other hazards including, but not limited to, tornados, lightning, high winds, animals, or other dangers during the event and upon which hazards are to be expected. Participation carries certain inherent risks that cannot be eliminated completely. You assume all risks associated with participating in this event, including but not limited to: falls, contact with other participants, contact with other people who carry contagious diseases, broken bones, effects of the weather, traffic, terrorist acts, criminal activities, the condition of the course, viruses in the air, gastrointestinal discomfort and other physical discomfort, dehydration, illness or even death. All such risks are known and appreciated by you. You also agree to abide by any decisions of any race official or medical staff, should one be present at the event, relative to your ability to safely complete the event. Having read and understood this waiver and in consideration of accepting your entry, you and anyone entitled to act on your behalf, waive and release, IYR, ITS, Race Management Solutions Inc., race organizers, race vendors, race promoters, race benefactors, volunteers, sponsors, their officers, employees, agents, representatives and successors from all claims or liabilities of any kind resulting from

your participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. You grant permission to all foregoing to use any photographs, motion pictures, recordings, or any other record of this event for legitimate purposes. You hereby waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future. You will abide by these guidelines.

3. Limitation of Liability; Disclaimer of Warranties. ITS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE IYR OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO OR THROUGH IYR OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF IYR IS AT YOUR SOLE RISK. IYR IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. ITS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

ITS makes no warranty that the IYR site or IYR services will be uninterrupted, secure or error free. ITS does not guarantee the accuracy, safety, security, or completeness of any information in, or provided in connection with, the IYR site. ITS is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded, uploaded or otherwise obtained through the use of the IYR site is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the upload or download of such material and/or data.

4. Refunds. You acknowledge that the event may be held for one or more days and that you should avoid inclement weather conditions and unsafe environments, and you should comply with all local regulations and laws, including keeping the appropriate social distance during the event. If the event cancels for any reason, including but not limited to, inclement weather, safety concerns, Force Majeure, equipment malfunctions, unforeseen events, labor problems, government orders or laws, problems outside of our control, or other Acts of God, you understand that the race WILL NOT be rescheduled. You also understand and agree that your entry fee WILL NOT be refunded. You hereby waive all rights to any refunds or any charge backs to your credit or debit card for all fees paid for the event or for any merchandise or other products or services sold or provided by the event.

5. Indemnification. You agree to indemnify and hold each of ITS and its partners and employees harmless from any damages, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising out of your use of IYR or the violation of any term of this Agreement and Waiver or the IYR Terms of Use.

6. Applicable Law; Consent to Jurisdiction. All ITS sites including IYR (excluding linked sites) are controlled by ITS from its offices within the state of Missouri, United States of America. By completing this event registration, both you and ITS agree that the statutes and laws of Missouri, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, or other use of any ITS sites including IYR. The parties agree that for any dispute, controversy or claim arising out of or in connection with this Agreement and Waiver, venue and personal jurisdiction shall be in the federal, state or local court with competent jurisdiction located in St. Louis County, Missouri, USA. The prevailing party will be entitled to an award of reasonable attorney's fees. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement and Waiver shall continue in full force and effect.

7. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

8. This Agreement and Waiver represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. This Agreement and Waiver may not be modified or amended, except by a written instrument executed by each of the parties hereto. This Agreement and Waiver is for the sole benefit of the parties hereto and is not for the benefit of any third party.

9. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.

# City of Lockport - Resolution Request Form

**Agenda Description:** Award of Ambulance Billing Services Contract

**Presented By:** DPC/ Chief Quagliano | **Date Submitted:** 9/8/2026

**Topic Area (Select Most Applicable Option):**

| | | | |
|---|---|---|---|
| Community Event | | Local Law Change | |
| Budget Amendment | | Community Development | |
| Contract Approval | ✓ | Community Event | |
| Donation Acceptance | | Engineering Process | |
| Grant Application / Award | | Code and Planning | |
| Fund Utilization Request | | Other | |

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

**Summary of Resolution:**

The City of Lockport opened bids for ambulance billing services on August 6, 2026. This resolution is to accept Professional Billing Services as the City's ambulance billing vendor, while also ending the City's current contract for ambulance billing services.

**Explanation of Attachments:**

1) Resolution 2)PAB Contract

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

***Clerk/Legal/Finance Approval:***

***Notes:***

| Name: | Date of Approval: |
|---|---|

**Award of Ambulance Billing Services Contract**

**Whereas,** the City of Lockport issued a Request for Proposals (RFP) for Fire Department ambulance billing services, with bids received and opened on August 6, 2026;

**Whereas,** five proposals were received, including proposals from Solv Billing LLC, MedEx, Professional Ambulance Billing LLC, SpecLin Billing & RCM LLC, and Precision Medical Billing Solutions;

**Whereas,** the Fire Chief, Director of Finance, and Treasurer's Office reviewed the proposals and recommend Professional Ambulance Billing LLC, which proposed a fee of 6.0% of non-Medicaid revenue and $18 per Medicaid claim, based upon the overall value and services offered to the City;

**Now, therefore, be it resolved** that the Common Council hereby authorizes the Mayor, subject to review and approval by the Corporation Counsel, to enter into an agreement with Professional Ambulance Billing LLC for ambulance billing services, with services to commence November 1, 2026; and

**Be it further resolved** that the Mayor is authorized to provide notice to MedEx of the termination or non-renewal of the City's existing ambulance billing agreement, in accordance with the terms thereof, effective October 31, 2026.

# BILLING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of September 01, 2026, by and between Professional Ambulance Billing LLC, a New York limited liability company having its principal place of business at 8610 Main Street, Williamsville, NY 14221, and the City of Lockport with their primary business location of 1 Locks Plaza, Lockport, NY 14094 (hereinafter the "Provider").

WITNESSETH

WHEREAS, the Provider and Professional Ambulance Billing LLC wish to establish a professional relationship for ambulance Basic and Advanced Life Support billing services; and,

WHEREAS, the Provider supplies certain ambulance services to the residents and visitors of its primary and mutual aid territories;

WHEREAS, the Provider desires to be reimbursed, to the extent legally permissible, by the individuals utilizing the Provider's ambulance Basic and Advanced Life Support services, by such individuals or through their government and/or private health insurance carriers; and,

WHEREAS, Professional Ambulance Billing LLC has experience in revenue recovery for services as a third-party billing service and is willing to provide such service to the Provider for a fee; and,

WHEREAS, the Provider desires to have Professional Ambulance Billing LLC provide certain revenue recovery services (as described in Paragraph 1) as a third-party billing service.

NOW, THEREFORE, in consideration of the foregoing promises and the usual covenants and promises contained herein, the parties agree as follows:

1. Work To Be Performed and Services To Be Rendered

(A) Professional Ambulance Billing LLC shall provide revenue recovery services on behalf of the Provider. Provider hereby designates Professional Ambulance Billing LLC as the exclusive provider of Provider's billing services for the term of this contract, and for each renewal or extension thereof. Professional Ambulance Billing, LLC shall utilize its best efforts to comply with industry standards of professional ambulance billing.

(B) Professional Ambulance Billing LLC shall serve as the Provider's authorized agent for the purpose of obtaining the necessary agency authorizations, provider numbers and insurance company contracts required for revenue recovery.

(C) Professional Ambulance Billing LLC will mail or electronically transmit a claim to the insurance carrier of the patient in accordance with federal, state, or other applicable requirements. In the absence of insurance information or a patient's signature, correspondence will be sent to the patient to obtain the required billing information.

(D) Professional Ambulance Billing LLC shall upon receipt of any payment by or on behalf of the individual(s) who received the service, forward the payment to the Provider or deposit the said payment in a bank account established for the Provider based upon a mutually agreed upon schedule. All funds shall belong to Provider.

2. Obligations of Provider

Provider shall:

(A) Provide accurate, complete, and detailed medical, treatment, patient care, and mileage and transportation information for patients. In no way shall Professional Ambulance Billing LLC be required to verify the accuracy of any such information provided.

(B) Use its best efforts to obtain accurate billing and insurance information.

(C) Timely submit Patient Care Reports to Professional Ambulance Billing LLC.

(D) Cooperate with Professional Ambulance Billing LLC in all respects with regard to the collection of information and the submission of accurate bills.

(E) Professional Ambulance Billing LLC shall provide training to Provider's employees in the use of its system at no charge to Provider.

3. Compensation and Fees

(A) Provider agrees to a 6 % contingency fee on all non-Medicaid collections for services billed by Professional Ambulance Billing, LLC, on a monthly basis. Professional Ambulance Billing, LLC will charge a flat rate of $18.00 per claim where Medicaid is the primary payer. Medicaid secondary claims will be processed at no additional cost. While this contract is in effect, there will be no cost to the provider for ESO's EHR platform.

(B) The Provider shall pay Professional Ambulance Billing LLC's invoice in the next normal check production/accounts payable cycle, but in no event more than thirty (30) calendar days from the date of the invoice from Professional Ambulance Billing LLC. Failure to pay within a timely manner shall result in interest on the late fee at a rate of five (5%) percent per annum. Any payments made shall be first applied to the interest owed, and then to the oldest outstanding fees, and then to the current charges.

(A) Provider shall provide any disputed bills to the attention of Professional Ambulance Billing LLC, in writing, within thirty (30) days of the date of the invoice, or such bill shall be deemed appropriate and accepted and Provider shall be deemed to have waived any such dispute of any actual charges, plus interest.

4. Reports

Reports will be mailed or emailed to the Provider each calendar month by Professional Ambulance Billing LLC. The reports will include charge detail, credit and collection detail and an aged patient receivable report as of the end of each month. Professional Ambulance Billing LLC will provide timely customized reports as necessary to facilitate any audit requirements.

5. Limitation of Liability

(A) Should any action arise from inaccurate or inappropriate billing based on inaccurate or inappropriate information which the Provider has provided to Professional Ambulance Billing LLC, the Provider shall be responsible for any and all actions, costs, judgments, fines, and fees. Provider shall defend, indemnify, and hold Professional Ambulance Billing, LLC harmless for any such acts where the acts or omissions of Professional Ambulance Billing, LLC were due to Professional Ambulance Billing's unintentional conduct.

(B) Professional Ambulance Billing, LLC shall defend, indemnify, and hold Provider harmless for any lawsuits, actions, judgments, fines, or other costs or fees arising solely out of Professional Ambulance Billing, LLC's acts or omissions.

6. Confidentiality

(A) Professional Ambulance Billing LLC, its employees and agents shall not disclose or use for benefit of other than the Provider, any and all information obtained from the Provider. Professional Ambulance Billing LLC shall be bound by the laws of confidentiality which bind the Provider in the Provider's jurisdiction.

(B) The Provider, its employees and agents shall not disclose or use for benefit of other than Professional Ambulance Billing LLC, any and all written or tangible information developed as a result of this Agreement.

(C) The Parties shall enter into a Business Associates Agreement in the form attached hereto for purposes of protecting patient confidentiality.

7. Terms of Agreement

This Agreement shall run for three (3) years from the effective date of this agreement. This agreement shall automatically renew annually for one (1) year after the initial term of the agreement. In addition, at any point after the initial term any party can provide notice of termination with a minimum notice of ninety (90) days to no more than one hundred twenty (120) days prior to the expiration date of this Agreement.

8. General

(A) Professional Ambulance Billing LLC represents, warrants and agrees that it is and will continue to be compliant with all regulations of the Office of the Inspector General (OIG) and the New York State Office of the Medicaid Inspector General (OMIG).

a. Each party warrants to the other that it will check the Office of the Inspector General's List of Excluded Individuals/Entities (LEIE) prior to making a decision to employ an individual or contract with an entity to provide items or services directly or indirectly payable by a federal health care program, will check the LEIE periodically to determine whether any of its personnel or contractors have been excluded from a federal health care program, will terminate any excluded person or contractor from performing work that it is directly or excluded person or contractor who has performed work for it

under this contract during the period of the exclusion that was billed or would otherwise be billable to a federal health care program.

b. Notwithstanding any other provisions of this agreement, either party may terminate this agreement immediately upon the exclusion of the other party from any state federal health care program.

(B) This Agreement is the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject hereof. This Agreement may be amended only by an instrument executed by the authorized representatives of both parties.

(C) This Agreement shall be interpreted in accordance with the laws of the State of New York.

(D) Professional Ambulance Billing LLC and its representatives are independent contractors of the Provider, and Professional Ambulance Billing LLC and its representatives in no event will be considered an agent, employee or joint venture of, or with the Provider or its representative or agents. The sole exception to this paragraph is for the purpose of obtaining necessary authorizations, provider numbers and insurance company contracts as cited in Section 1., paragraph (C) and for conducting billing services on behalf of Provider.

(E) Any waiver of any provision of this Agreement must be in writing. No waiver of any provision of this Agreement will constitute a waiver of any other provision hereof, whether or not similar, or a continuing waiver. The performance by any of the parties hereto of any act not required of it under the terms and conditions of this Agreement will not constitute a waiver of the parameter for and limitation on its obligation under this Agreement, and no such performance shall stop such party from asserting such parameters or limitations as to any further or future performance of its obligations.

(F) Any notice to a party hereto pursuant to this Agreement must, in order to be valid and binding, be submitted in writing and mailed by certified or registered mail, addressed as follows, or at such other address for a party as shall be specified pursuant hereto:

If to Professional Ambulance Billing LLC, to:
Professional Ambulance Billing LLC
8610 Main Street
Williamsville, New York 14221

If to the Provider, to:
City of Lockport
1 Locks Plaza
Lockport, NY 14094

9. Definitions

For the purpose of this Agreement, the following definitions shall apply:

(A) "Service" shall mean any ambulance, transportation or emergency medical service provided by the Provider or other individual(s), whether treated and/or transported by the Provider or its representatives.

(B) "Information" shall mean a document containing the following:

(i) The date and time the service was rendered by the Provider or its representative(s) to an individual or individuals.

(ii) The location where the service originated and occurred.

(iii) The apparent reason why the service was requested (e.g. auto accident, heart attack, non-vehicle trauma, seizure, etc.)

(iv) If the service is, in part or in whole, transportation, the destination of the service including the name of any hospital.

(v) The name, address and gender of the individual(s) who received the service.

(vi) The name and address of the legally responsible party if other than the individual(s) who received the service

(vii) The date of birth of the individual(s) who received the service.

(viii) An assessment of the illness/injury of the individual(s) who received the service.

(ix) Whether the injury/illness to the individual who received the service is work related.

(x) If the service is provided to an individual who is insured for any portion of the cost of the service, the name and address of the insurer and the insured's insurance identification number(s) including group and individual numbers, also, any signatures required for revenue recovery.

(xi) Any supplemental insurance information requested by Professional Ambulance Billing LLC where the service is provided to an insured individual.

(xii) Whether the Provider desires direct billing to a third party (such as a third party payer) for the service provided to an insured individual(s).

The information required hereunder shall be supplied to Professional Ambulance Billing LLC based upon a mutually agreed upon schedule for all services provided by the Provider during the preceding period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first above written.

| Professional Ambulance Billing LLC | City of Lockport |
|---|---|
| By: Charles Jordan<br>signature | By: _____<br>signature |
| Name: Charles Jordan | Name: |
| Title: President | Title: |
| Date: 8/25/2026 | Date: |

8

Order of

# The Eastern Star

State of New York

Mrs. Burniece S. Herendeen
8000 Mill Rd.
Gasport, N.Y. 14067
Email: Bareknees@aol.com

Mr. Steven M. Pawlak
20 Chandon Pl.
Brockport, N.Y. 14420
steven_pawlak@yahoo.com

City of Lockport Common Council
1 Lock Plaza
Lockport, N.Y. 14094

Dear Council Members:

The Niagara Orleans District Order of the Eastern Star would like to hold a chicken barbeque fundraiser on Wednesday, September 30 in the city parking lot next to the Masonic Hall building.

We would like the first parking spaces facing Main Street, east of the building, blocked off, along with the first row of parking spaces on the East side of the building. We thought this would make for more efficient traffic flow.

Thank you in advance for your consideration of our request. If you have any questions regarding this matter, please contact me. My number is 585-391-3346.

Sincerely,

Steven Pawlak

Steven Pawlak
Chairperson