

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

November 8th, 2023
6:30 P.M.

Mayor Michelle M. Roman called the meeting to order.

ROLL CALL

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

INVOCATION

MAYOR'S UPDATE

RECESS

Recess for public input.

110823.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of October 25th, 2023 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

PUBLIC HEARING

The Mayor announced a public hearing on a request for a Special Use Permit to harbor chickens and quail on the property at 100 Irving Street, Lockport, NY.

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

Recess for public input.

The Mayor closed the public hearing.

PUBLIC HEARING

The Mayor announced a public hearing on the Comprehensive Plan and Zoning Code update.

The Mayor asked the City Clerk if any petitions or communications relative to the Comprehensive Plan and Zoning Code update.

Recess for public input.

The Mayor closed the public hearing.

FROM THE MAYOR

Appointments:

10/27/2023 Empress Britton, 165 Erie Street, Lockport, NY has been appointed to the Human Relations Commission. Said term expires July 15th 2026.

10/30/2023 Christian A. Thompson, 16 Russell Street, Lockport, NY, has been appointed to Heavy Equipment Operator for the City of Lockport Public Works Department effective 10/31/2023. Said appointment is permanent and subject to City of Lockport Municipal Civil Services Rules and Regulations,

10/30/2023 Christian A. Baxter, 334 Knotty Pine Drive, Lockport, NY, has been appointed to Municipal Worker for the City of Lockport Public Works Department effective 10/30/2023. Said appointment is permanent and subject to City of Lockport Municipal Civil Services Rules and Regulations,

FROM THE CITY CLERK

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

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

10/20/2023 Sarah K. Lanzo, City Clerk – notification of bids received on 10/20/2023 in response to RFP for Chemicals for Municipal Water Treatment Facility are as follows:

JCI Jones, Chemical Inc, 1765 Ringling Blvd. Sarasota, FL 34236	Chlorine	\$2880/ton
Univar Solutions USA 200 Dean Sievers Place Morrisville, PA 19037	Fluoride (Hydrofluorosilicic Acid)	\$3.75/gallon
USAICO 2601 Cannery Ave. Baltimore, MD 21226	Polyaluminum Chloride (PAC)	\$2.3265/gallon
Kernia Water Solutions 4321 West 6 th Street Lawrence, KS 66049	Polyaluminum Chloride (PAC)	\$2.51/gallon

10/23/2023 Carol A. Spedding, of the Zonta Club of Lockport, requesting a resolution to allow club to display temporary lawn signs in the city parks from 11/25/2023 – 12/10/2023 in support of violence against women.

10/27/2023 Sarah K. Lanzo, City Clerk – notification of bids received on 10/27/2023 in response to RFP for the demolition of 96 Locust Street is as follows:

	Bid item1	Bid item 2	Total Bid
Durable Demolition, LLC	\$1000.00	\$33,935.00	\$34,935.00

11/15/2023 Sarah K. Lanzo, City Clerk – notification that the Lockport Municipal Offices will be closed the following days in November.

Thursday & Friday, November 23rd & 24th Thanksgiving Holiday

For the Thanksgiving Holiday, garbage collection will be as follows:

Normal Pick Up Day

Thursday, November 23rd
Friday, November 24th

Holiday Pick Up Day

Friday, November 24th
Friday, November 25th

Referred to the Media.

Notice of Complaint:

10/21/2023 Jennifer Manning, 155 Prospect Street- tree.

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

Notice of Claim:

10/20/2023 Paula Falsiani, 120 Maple Street, Lockport, NY 14094.
10/24/2023 Paul Licata, 142 Allen Street, Lockport, NY 14094.
10/24/2023 Haley Connor, as parent and natural guardian of David Flanigan III, an infant vs. The City of Lockport.

Referred to the Corporation Counsel.

MOTIONS & RESOLUTIONS

110823.2

By Alderman: _____

Whereas the Zonta Club of Lockport has requested permission to install temporary lawn signs in various City rights of way, from November 25, 2023 through December 10, 2023, to raise awareness for Violence Against Women, and

Whereas the 'Zonta Says NO' campaign is an international effort to raise awareness of, and increase actions to, end violence against women and girls around the world through service and advocacy, now, therefore, be it

Resolved that permission is hereby granted to place the signs at Veteran's Memorial Park on East Avenue, Ida Fritz Park on West Avenue, Children's Memorial Park on S. Transit Street, and at the Washburn and Locust Streets garden, which is maintained by the Zonta Club of Lockport.

Seconded by Alderman _____ and adopted. Ayes _____.

110823.3

By Alderman: _____

Whereas General Municipal Law Section 53(4) extends purchasing authorizations to be made in event of an emergency in which there is endangerment to the health, welfare, property, or taxpayers of the City of Lockport; and

Whereas the Chief Wastewater Treatment Facility Operator, in coordination with the Mayor's Office and Department of Finance, were required to utilize said emergency authorizations for the replacement of valves at the Hoover Lift Station; and

Whereas the City has \$9,165 in remaining ARPA funding, \$41,251 in remaining H205 funding, and excess utility funding in the Wastewater Treatment operating budget; now, therefore, be it

Resolved that the Common Council hereby acknowledges the use of the emergency authorization to contract with G.A. Fleet Associates in the amount of \$64,642.09, authorizes the remaining ARPA funds and H205 funds to be used for said project, and amends the FY 2023 Operating and Capital Budgets as follows:

Revenue

Increase

H205.8197.32801.A	Interfund from General (ARPA)	\$9,165
H205.8197.32801.G	Interfund from Sewer	\$14,227
<u>Expense</u>		
<u>Increase</u>		
H205.8197.52481	Sewer System Infrastructure	\$23,392
G.9901.59000.H	Interfund Transfer to Capital	\$14,227
<u>Decrease</u>		
H.8130.54623	Utilities – Electricity	\$14,227

Seconded by Alderman _____ and adopted. Ayes _____.

110823.4

By Alderman: _____

Whereas the City of Lockport, pursuant to Agreement dated December 17, 1969, and multiple amendments thereto, accepted sewage from the Town of Lockport sewage collector system, located in certain areas of the Town, and

Whereas the City and Town entered into a new Agreement dated August 6, 2003, running from January 1, 2002 through December 31, 2006, and

Whereas the City and Town entered into an extension of said Agreement dated August 6, 2003, running from January 1, 2007 through December 31, 2008, and

Whereas the parties entered into renewals of said contract for an additional period of two years through December 31, 2010, and through December 31, 2012, and for a period of five years from January 1, 2015 through December 31, 2018, and

Whereas the parties again extended the sewer contract for an additional period from January 1, 2019 through December 31, 2021, for the sum of \$637,660.00 per year with increases each year and

Whereas the parties extended the sewer contract from January 1, 2022 through December 31, 2023 with incremental increases; therefore, be it

Resolved that the mayor be and is hereby authorized to continue the agreement with a 3% increase per year for 2024 and 2025 ending December 31, 2025 with an option for another extension.

Seconded by Alderman _____. Ayes 6.

110823.5

By Alderman: _____

Whereas the City of Lockport Common Council wishes to assess the advisability of submitting a Community Development Block Grant ("CDBG") application to the New York State Office of Community Renewal (the "OCR") for a grant to support the establishment of a new brewery, tasting room, and event space by an existing craft brewery at 1 East Avenue in the City, and

Whereas the Lockport Common Council is required to hold a public hearing to provide information to the public and to consider citizen comments regarding community needs and the proposal prior to submitting an application for CDBG funding, now, therefore, be it

Resolved that a public hearing be held on November 15, 2023 at 6:30 p.m. at City Hall, One Locks Plaza, Lockport, New York, before the Lockport Common Council, whereat all interested parties shall be heard regarding the CDBG program, the City's community development and economic development programs, and the proposed funding application, and be it further

Resolved that published notice of such hearing in the City's official paper and posted notice on the City website shall be given at least eight (8) days before the public hearing.

Seconded by Alderman _____ and adopted. Ayes _____.

110823.6

By Alderman: _____

Whereas Urban Park Towers, located at 77 Main Street, will be installing new mechanical roof top units on the building, and will need a crane to pick up the units and ~~place them onto the roof. J.R. Swanson Plumbing Co. Inc. estimates that they will need~~ the crane situated on Main Street, for a duration of approximately one (1) day; and

Whereas the crane situated on Main Street will require a road closure for the day, which is tentatively scheduled for November 9th; and

Now therefore be it resolved, that pursuant to their request, J.R. Swanson Plumbing Co. Inc., the mechanical contractor for Urban Park Towers, is hereby granted permission to barricade Main Street to through traffic, between Pine Street and Locust Street / Market Street on Thursday November 9th, 2023; subject to approval of the closure by the Police Chief and Fire Chief; and be it further

Resolved that said permission is subject to J.R. Swanson Plumbing Co. Inc. filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured; and be it further

Resolved that J.R. Swanson Plumbing Co. Inc. send a letter to affected residents and local businesses informing them of the closure of Main Street to through traffic, no later than November 3rd, 2023, with a copy of same provided to the City Clerk's Office; and be it further

Resolved that J.R. Swanson Plumbing Co. Inc. will provided all barricades, cones, 'detour', and 'street closed' signs as required; and be it further

Resolved that J.R. Swanson Plumbing Co. Inc. will move any barricades, vehicles, cranes, etc. out of the way should City emergency vehicles need to access that blocked off section of Main Street.

Seconded by Alderman _____ and adopted. Ayes _____.

110823.7

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, November 15th, 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

SARAH K. LANZO
City Clerk



Office of the

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

Michelle M. Roman
MAYOR

Mayor

October 27, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Empress Britton, 165 Erie Street, Lockport, New York, 14094 to the Human Relations Commission.

Said term expires on July 15, 2026.

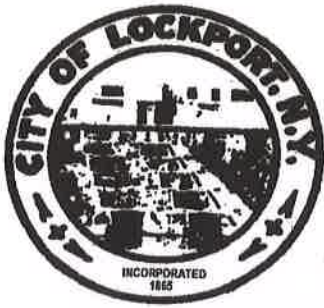
Witness my hand and the seal of the City of Lockport, New York this 27h day of October 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: E. Britton



Office of the Mayor

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

Michelle M. Roman
MAYOR

October 30, 2023

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Christian A. Thompson, 16 Russell Street, Lockport NY 14094 to Heavy Equipment Operator for the City of Lockport Public Works Department effective October 31, 2023.

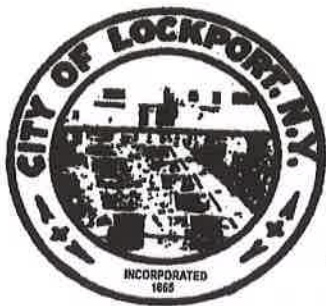
Said appointment is Permanent and subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 30th day of October 2023.

Michelle M. Roman
Mayor

MMR/mal

cc: C. Thompson
C. Dimmick
Civil Service



Office of the Mayor

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

Michelle M. Roman
MAYOR

October 30, 2023

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Christian A. Baxter, 334 Knotty Pine Drive, Lockport NY 14094 to Municipal Worker for the City of Lockport Public Works Department effective October 30, 2023.

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

Witness by hand and the Seal of the City of Lockport this 30th day of October 2023.

Michelle M. Roman
Mayor

MMR/mal

cc: C. Baxter
C. Dimmick
Civil Service

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
10/12/23, PAID on date 10/19/23
is approved at dollars, \$ 567,045.90
Civil Service Mary Pat Jellert

Pay Day Register

Pay Date Range 09/29/23 - 10/12/23

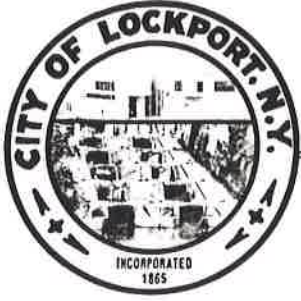
Pay Batch 10/19/23

Pay Batch 10/19/23 Total

Employees in Pay Batch 220

Female Employees in Pay Batch 53

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,790.00	Gross	567,045.90	Health Ins 298 Class 2 Family	26,029.76
ALWP - Administrative Leave with	80.0000	1,761.00	Imputed Income		Health Ins 298 Class 2 Single	9,943.89
CMPE 1.0 - Comp Earned @ 1.0	316.7500	.00	Federal	6,110.33	Health Ins 298 Class 3 Family	80,323.40
CMPE 1.5 - Comp Earned @ 1.5	7.0000	.00	FICA	24,588.35	Health Ins 298 Class 3 Single	8,036.37
CMPU - Comp Time Used	520.5000	16,009.31	Medicare	8,089.11	Health Ins 298 Class 4 Family	5,183.65
EDAY - Extra Day	176.0000	6,358.03	New York State	26,835.94	Health Ins 298 Class 4 Single	1,217.83
FHDB - Floating Holiday Buy Out	40.0000	1,549.64	457 % Deduction	6,784.10	Total	\$130,734.90
FHDE - Floating Holiday Earned	367.6800	.00	457 Flat Dollar Deduction	10,925.38	Employer Taxes	
FHDU - Floating Holiday Used	500.0000	15,060.26	AFLAC POSTTAX	210.35	FICA	34,588.35
FLSA - FLSA	.0000	355.99	AFLAC PRETAX	373.06	Medicare	8,089.11
FMLN - FMLA Leave without Pay	80.0000	.00	ALLSTATE POSTTAX	735.28	Total	\$42,677.46
HOL - Holiday	298.0000	9,173.81	ALLSTATE PRETAX	597.92	Workers' Comp	
HOLIDAYPT - Holiday - Part Time	7.0000	150.58	Child Support	737.00	Workers Compensation - General	25,373.60
HOLW - Holiday Worked	224.0000	12,775.37	COLONIAL LIFE POSTTAX	55.40	Workers Compensation - Sewer	3,030.25
HOT 2.25 - Holiday Overtime 2.25	8.0000	777.37	Firefighter Life Ins	101.67	Workers Compensation - Water	2,324.80
LONG - Longevity Payment	.0000	3,127.53	FSA PRETAX	606.61	Workers Compensation 50%	965.30
LWOP - Leave Without Pay	8.0000	.00	Health Ins 298 Class 2 Family	2,109.44	Total	\$31,693.95
OOT - Out of Title	705.5000	27,957.95	Health Ins 298 Class 2 Single	1,826.23	Direct Deposits	
OOT OT 1.5 - Out of Title OT at	35.5000	1,467.74	Health Ins 298 Class 3 Family	1,164.08	Armed Forces Bank	1,283.54
OOT OT SHIFT 10% - OOT OT	5.0000	178.22	Health Ins 298 Class 3 Single	586.38	Bancorp Bank	1,635.51
OT 1.0 - Overtime at Straight 1.0	49.5000	2,087.97	Health Ins 298 Class 4 Family	523.12	Bank of Akron	2,867.70
OT 1.5 - Overtime @ 1.5	1,435.5000	68,311.18	Health Ins 298 Class 4 Single	135.31	Bank of America	5,632.04
OT 1.5 SHIFT 10% - OT @ 1.5	24.0000	966.27	L&M LIFE	24.68	BANK OF AMERICA (2)	1,675.10
OT 1.5 SHIFT 15% - OT @ 1.5	24.0000	1,010.19	NEW YORK LIFE	309.30	BANK OF AMERICA (4)	1,076.96
PRSU - Personal Used	105.5000	2,523.94	RET ERS LOANS	1,691.55	Bank on Buffalo	2,565.24
REG - Regular	11,106.7500	328,367.77	RET PF SEC 414H ARREARS	86.02	Chase	2,255.62
REG PT - Regular Part Time	267.0000	7,383.62	Retire ERS Tier 6 <= \$100,000	560.84	Chase Bank	1,931.46
REG SHIFT 10% - Regular Shift	160.0000	4,105.17	Retire ERS Tier 6 <= \$45,000	1,769.03	Chime	250.00
REG SHIFT 15% - Regular Shift	208.0000	5,511.21	Retire ERS Tier 6 <= \$45,000 OT	110.59	Citizens Bank	12,173.93
REGS - Regular Seasonal	128.5000	1,925.50	Retire ERS Tier 6 <= \$55,000	754.96	Cornerstone Comm FCU	123,876.91
RET REF1 - Ret Refund Contrib &	.0000	177.20	Retire ERS Tier 6 <= \$55,000 OT	29.42	Evans Bank	3,173.59
RETRO - Retroactive Pay	.0000	(58.39)	Retire ERS Tier 6 <= \$75,000	602.29	Financial Trust FCU	100.00
RGS - Regular - Salary	70.0000	.00	Retire PFRS <= \$55,000	1,720.18	Key Bank	35,695.43
SAL - Salary	.0000	3,806.51	Retire PFRS Tier 6 <= \$100,000	1,134.17	KEY BANK (2)	3,720.36
SAL PT - Salary Part Time	.0000	1,865.37	Retire PFRS Tier 6 <= \$75,000	1,934.69	Key Bank (Formerly FNB)	20,765.62
SCKD - Sick Bank Donated	16.0000	.00	Retire PFRS Tier 6 <=	156.89	Lewiston Porter FCU	400.00
SCKE - Sick Earned	1,933.2500	.00	Retire PFRS Tier 6 <= \$45,000	903.30		
SCKR - Sick Bank Received	16.0000	599.10	Retire PFRS Tier 6 <= \$55,000	227.51		
SCKU - Sick Used	539.2500	15,348.75	Retire PFRS Tier 6 > \$100,000	217.98		



CITY OF LOCKPORT, NEW YORK

LOCKPORT MUNICIPAL BUILDING

ONE LOCKS PLAZA

LOCKPORT, NY 14094

OFFICE OF CITY CLERK

Sarah K. Lanzo, City Clerk

Emily Stoddard Dep. City Clerk/Registrar of Vital Statistics

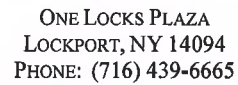
Office (716)439-6676

Fax (716)439-6702

BID OPENING

Owner: Dennis McNamara/ Water Filtration Bid Opening: 10/20/2023
Project: Chemicals- Filtration Plant Time: 11 Am

Contractor Name	Phone Number	Service	Bid Amount
UCL Jones Chemicals, Inc. 1765 Ringling Blvd. Sarasota, FL 34236	CH Lorne	\$2,880/ton	
Univar Solutions USA 200 Dean SicVors Place Morrisville, PA 19067	Floric (hydrofluorosilicic Acid)	\$3.75/gallon	
USAICO 2601 Cannery Ave Baltimore, MD 21226	polyaluminum chloride (PAC)	\$2.3265/gallon	
Kernia Water Solutions 4321 W. 6th St. Lawrence, KS 66049	polyaluminum chloride (PAC)	\$2.51/gallon	



Owner: City of Lockport

Project: Demolish 96 Locust Street

Time: 2:00 PM

96 Locust Street – City of Lockport, NY 14094

Contract No.: 2549

[illegible]

complaint

Lockport Streets Department
455 Niagara St
Lockport, NY 14094

RECEIVED

NOV 01 2023

Re: Tree Issue

CITY CLERK OFFICE

October 21, 2023

To Whom It May Concern:

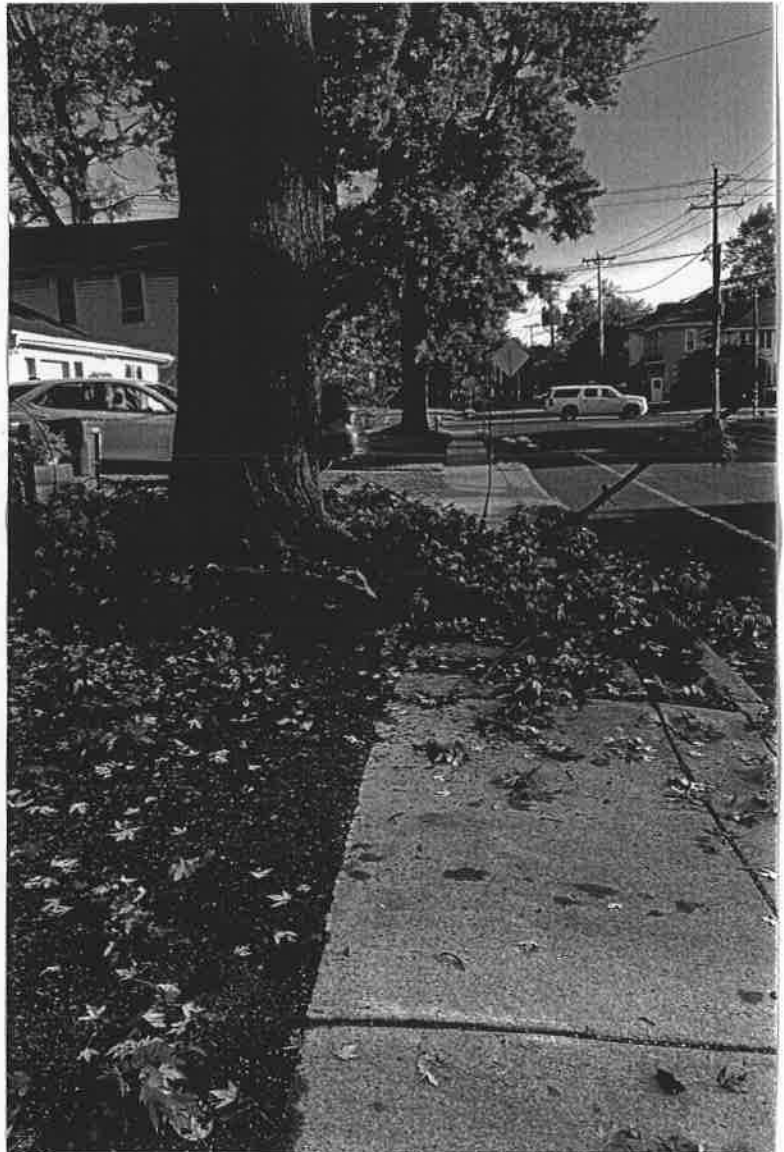
I am writing in regards to a large tree in the right of way, in front of my house. As you can see in the picture the tree is dropping dead pieces. This tree sits in the corner of my driveway and the sidewalk. There is not much footage between it and my home, or my small driveway.

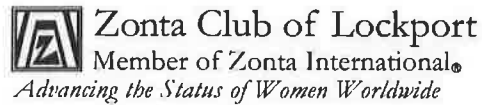
I am requesting the City come out and trim it, or cut it down, at your discretion. It is unhealthy, sits close to my residence, and in the instance pictured, barely missed my vehicle. Please help me avoid further damage.

Thank you for your time, and your timely handling of this matter.

Sincerely,

Jennifer Manning
155 Prospect St
Lockport, NY 14094
(716) 697-5052





**P. O. Box 389
Lockport, New York 14095-0389**



October 23, 2023

Ms. Sarah K. Lanzo
City Clerk
Lockport Municipal Building
One Locks Plaza
Lockport, New York, 14094

Dear Ms. Lanzo:

I am writing on behalf of the Zonta Club of Lockport New York, Inc. to request a resolution to allow our club to display temporary lawn signs at three (3) of the city parks and one (1) green space from November 25, 2023, through December 10, 2023. There will be a total of five (5) signs. The locations are as follows:

1. Veteran's Memorial Park, 400 East Avenue, Lockport, NY 14094
2. Ida Fritz Park, 105 West Avenue, Lockport, NY 14094
3. Washburn and Locust Streets garden - maintained by our club.
4. Children's Memorial Garden (2) - 480 S. Transit St., Lockport, NY 14094

On November 25th through December 10th, the Zonta Club of Lockport along with members of Zonta International will have activities to raise awareness for Violence Against Women. The 16 Days of Activism is an international movement originating from the first Women's Global Leadership Institute and sponsored by the Center for Women's Global Leadership in 1991. Zonta International's 1,133 clubs in 62 countries are participating in this effort in their local communities in support of Zonta Says NO, a campaign to raise awareness of and increase actions to end violence against women and girls around the world through service and advocacy.

Therefore, on behalf of our club, I am requesting a resolution to temporally place signs in the above-mentioned locations. I await your decision and I may be contacted at (716) 434-5677 or at 5876 Stone Road, Lockport, NY 14094.

Sincerely,

Carol A. Spedding

Zonta Club of Lockport New York, Inc.

The Dietrich Law Firm P.C.

101 John James Audubon Parkway, Buffalo, New York 14228
Office By Appointment Only: 140 Metro Park, Rochester, New York 14623
Tel: (716) 839-3939 | Fax: (716) 970-4550

Joseph (Jed) E. Dietrich, III, Esq.
President-admitted in NY, UT and PA
JED@CALLJED.COM

Nicholas J. Shemik, Esq.
Associate Attorney
NSHEMIK@CALLJED.COM

Rebecca Postek, Esq.
Associate Attorney
RPOSTEK@CALLJED.COM

Catherine D. Aughey, Esq.
Associate Attorney
CAUGHEY@CALLJED.COM



Peggy Wagner
Executive Paralegal
PWAGNER@CALLJED.COM

Donna Postek
Office Manager
DPOSTEK@CALLJED.COM

Dakota Gallivan
Legal Assistant
DGALLIVAN@CALLJED.COM

October 18, 2023

Via Certified Mail, Return Receipt Requested

City of Lockport
Attn: Corporate Counsel
Lockport Municipal Building
One Lockport Plaza
Lockport, New York 14094

RECEIVED

OCT 24 2023

CITY CLERK OFFICE

**Re: Haley Connor as Parent and Natural Guardian of David Flanagan, III,
an infant vs. City of Lockport**

Dear Sir/Madam:

Please be advised that this firm represents Haley Connor on behalf of David Flanagan III, an infant. Please see enclosed for service upon the City of Lockport an original and a copy of the Notice of Claim.

I thank you for your anticipated cooperation.

Very truly yours,

/s/ Nicholas Shemik

Nicholas J. Shemik, Esq.
The Dietrich Law Firm, P.C.

NJS:dg:enc

cc: Ms. Haley Connor as Parent and Natural Guardian of David Flanagan, III, an infant

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

**HALEY CONNOR, as parent and natural guardian of
DAVID FLANAGAN, III, an infant,**

Claimant,

NOTICE OF CLAIM

vs.

THE CITY OF LOCKPORT,

Respondent.

PLEASE TAKE NOTICE that the above-named claimant claims and demands from The City of Lockport, State of New York, recompense for personal injuries sustained by the Claimant by reason of the wrongful, unlawful, negligent and careless acts and omissions of Respondent, its agents, servants and/or employees, and in support thereof Claimant states:

1. The address of the Claimant is 162 Monroe Street, Lockport, New York 14094.
2. The Claimant is the parent and natural guardian of the infant herein, David Flanagan, III, who is presently three-years-old.
3. The Claimant is represented by The Dietrich Law Firm P.C., 101 John James Audubon Parkway, New York 14228 (716) 839-3939.
4. The incident in which personal injuries were sustained by the Claimant occurred on or about October 9, 2023 at approximately 4:30 p.m. at Respondent's Park commonly known as "Williams Park" located at 327 Gooding Street, in the City of Lockport, the County of Niagara, and the State of New York. At the

aforementioned date, time, and location, the Claimant's infant was utilizing a certain swing-set when a chain of the swing said infant was using failed, broke, detached, or otherwise became dislodged and caused Claimant's infant to fall to the ground from an elevated height, and caused permanent and severe injuries to the Claimant. Photographs of the specific swing and/or chain after the incident occurred are attached hereto and incorporated herein as **Exhibit A**.

5. By virtue of the recklessness and/or negligence of the employees, agents and/or servants of the Respondent, the Claimant/Claimant's infant has incurred medical and hospital expenses, which are to date undetermined, and will incur loss of earnings, impairment of health and permanent injuries.

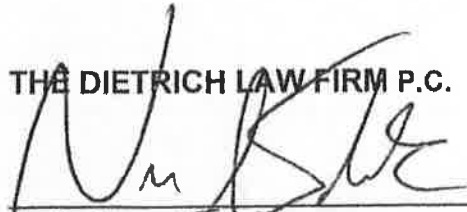
6. Upon information and belief, the Claimant/Claimant's infant will be obligated further medical expenses including drugs, medicines and prosthetic devices, the amount of which cannot be reasonably calculated at this time.

TAKE NOTICE that Claimant demands payment of her claim as set forth above.

Dated: October 13, 2023

By:

THE DIETRICH LAW FIRM P.C.


Nicholas J. Shemik, Esq.

Attorneys for Claimant
101 John James Audubon Parkway
Buffalo, New York 14228
(716) 839-3939

STATE OF NEW YORK : SUPREME COURT
COUNTY OF NIAGARA

**HALEY CONNOR, as parent and natural guardian
of DAVID FLANAGAN, III, an infant,**

VERIFICATION

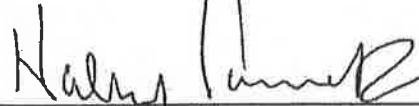
Claimant,

vs.

THE CITY OF LOCKPORT,

Respondent.

I, HALEY CONNOR, as parent and natural guardian of DAVID FLANAGAN, III, an infant, being duly sworn, deposes and says, that the deponent is the claimant in the within action; that the deponent has read the foregoing Notice of Claim and knows the contents hereof; that the same is true to the deponent's knowledge, except as to the matters therein stated to be alleged upon information and belief and that as to those matters deponent believes them to be true.



**HALEY CONNOR, as parent and
natural guardian of DAVID
FLANAGAN, III, an infant**

Sworn to before me this 13th day of October, 2023.


NOTARY PUBLIC

NICHOLAS J SHEMIK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02SH6320080
Qualified in Erie County
My Commission Expires March 2, 2027

RECEIVED

OCT 20 2023

CITY CLERK OFFICE

On Sunday April 16th 2023 after the
left onto Gooding St. to go to
Glenwood Cemetery. It was a nice sunny
day. For many years now, while driving in
Cortright I always am on the lookout
for pit holes, and dodge them whenever
I can.

As I prepared going to the
Cemetery before I reached the start
of Clinton St. Hill (going about 28 mph),
I heard a loud bang and jolt in my
right front tire area and my dashboard
indicated I immediately had zero
tire pressure in my front right tire.

It blew in a huge deep pothole
I couldn't see because it was under
the bridge there and hidden in
shadow. It was 10:38 a.m.

I instantly did a U-turn
and drove to Harris on Transit St.
Praying along the way my car would make
it there and I wouldn't damage the rim, etc.
I did make it to Harris, and didn't
damage the rim, but had to wait until
Saturday for the Certified tire to come
in to replace the blown tire that wasn't
even a year old. It was installed
the June before to replace a tire blown
on a pothole in willow, near the corner
of Locust St.

Attached is a copy of my receipt
for April 22, 2023, for the cost of the

claim

new tire \$276.27, which I
would like reimbursed in full ~~by~~ by
the City of Lockport.

Included also are photos of
the huge, nasty pothole (it was 2 to 3 inches
deep at the front ledge), taken that evening of
April 16th, 2023, around 7 p.m.

Thank you!

Respectfully submitted,

Parla Falsioni

120 Maple St.

Lockport, N.Y. 14094

716 946 8129

RECEIVED

CITY OFFICE

Claim

Paul D Licata
142 Allen St.
Lockport, NY 14094

City Clerk of Lockport
One Locks Plaza
Lockport, NY 14094
716.439.6676
cityclerk@lockportny.gov

RECEIVED

OCT 24 2023

CITY CLERK OFFICE

Dear Sarah K. Lanzo

I am writing to file a claim regarding the flat tire I experienced on 10/02/2023 from a pothole and debris on Gooding St.

Unfortunately this has caused me significant inconvenience as I had to not only replace that tire, but also the three others due to my car being all wheel drive.

I would like to request that you take action to remedy this situation. Specifically I am requesting that you compensate me for all four tires, minus the time and inconvenience this has caused me. The total of which is \$1,233.12.

I have attached a copy of the receipt for the first tire as well as the police report and pictures of the tire. Thank you for your prompt attention to this matter.

Sincerely,
Paul Licata

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Thursday, October 26, 2023 11:55 AM
To: Emily Stoddard
Subject: FW: [EXTERNAL] Resolution Zonta Club of Lockport
Attachments: Cty Lkpt Resolution 10-23-23.docx

From: carolspe@ix.netcom.com <carolspe@ix.netcom.com>
Sent: Monday, October 23, 2023 8:46 AM
To: cityclerk@lockportny.gov
Cc: Adriana Rogers <ACRogersDesignCenter@gmail.com>; brendaulrich@verizon.net; cdfraass@gmail.com; dicross38@roadrunner.com; DONNA KLEINHANS <DJKLEINHANS@hotmail.com>; federspiel@nioga.org; mascales@roadrunner.com; taffarrell@aol.com; tsip@roadrunner.com
Subject: [EXTERNAL] Resolution Zonta Club of Lockport

Dear Sarah

On November 25th through December 10th, the Zonta Club of Lockport along with members of Zonta International will have activities to raise awareness for Violence Against Women. The 16 Days of Activism is an international movement originating from the first Women's Global Leadership Institute and sponsored by the Center for Women's Global Leadership in 1991. Zonta International's 1,133 clubs in 62 countries are participating in this effort in their local communities in support of Zonta Says NO, a campaign to raise awareness of and increase actions to end violence against women and girls around the world through service and advocacy.

Therefore, on behalf of our club, I am requesting a resolution (see attachment) to temporally place signs in the above-mentioned locations.

I await your decision and I may be contacted at (716) 434-5677 or at 5876 Stone Road, Lockport, NY 14094.

Sincerely,

Carol Spedding



October 23, 2023

Ms. Sarah K. Lanzo
City Clerk
Lockport Municipal Building
One Locks Plaza
Lockport, New York, 14094

Dear Ms. Lanzo:

I am writing on behalf of the Zonta Club of Lockport New York, Inc. to request a resolution to allow our club to display temporary lawn signs at three (3) of the city parks and one (1) green space from November 25, 2023, through December 10, 2023. There will be a total of five (5) signs. The locations are as follows:

1. Veteran's Memorial Park, 400 East Avenue, Lockport, NY 14094
2. Ida Fritz Park, 105 West Avenue, Lockport, NY 14094
3. Washburn and Locust Streets garden - maintained by our club.
4. Children's Memorial Garden (2) - 480 S. Transit St., Lockport, NY 14094

On November 25th through December 10th, the Zonta Club of Lockport along with members of Zonta International will have activities to raise awareness for Violence Against Women. The 16 Days of Activism is an international movement originating from the first Women's Global Leadership Institute and sponsored by the Center for Women's Global Leadership in 1991. Zonta International's 1,133 clubs in 62 countries are participating in this effort in their local communities in support of Zonta Says NO, a campaign to raise awareness of and increase actions to end violence against women and girls around the world through service and advocacy.

Therefore, on behalf of our club, I am requesting a resolution to temporally place signs in the above-mentioned locations. I await your decision and I may be contacted at (716) 434-5677 or at 5876 Stone Road, Lockport, NY 14094.

Sincerely,

Carol A. Spedding

Zonta Club of Lockport New York, Inc.



October 10, 2023

**City Of Lockport
Wastewater Treatment Facility
611 West Jackson Street
Lockport, NY 14094**

Subject: Hoover Street Pump Station Valves

We are pleased to submit our proposal for equipment required for the project specified above. Our scope of supply is as follows:

Detail SECTION

Valves

- 2 - CHK VLV CI 6" FLG SWG LVR/WGT KEN1106AW-6
- 2 - PLG VLV DI 4" FLG ECC W/QTR TRN OPRTG KEN5412-4
- 2 - PLG VLV DI 6" FLG ECC W/QTR TRN OPRTG KEN5412-6
- 1 - PLG VLV DI 10" FLG ECC W/Q + KEN5412-10
- 6 - BOLTPAK 6" RING 150 1/16" NASB ZP PROFKNA6-116ZP
- 4 - BOLTPAK 4" RING 150 1/16" NASB ZP PROFKNA4-116ZP
- 2 - BOLTPAK 10" RING 150 1/16" NASB ZP PROFKNA10-116ZP
- 4 - BOLTPAK 8" RING 150 1/16" NASB ZP PROFKNA8-116ZP
- 2 - PLG VLV DI 8" FLG ECC W/HNDWHL OPR O/ KENF5412-8HW
- 2 - CHAINWHEEL CI OPR 6"- 7-1/2" BABCIRG1.5
- 40 - CHN 1/0 GALV BABGC1
- 2 - MASTERLINK ML1 1/0 CHN TRADE CS BABML1

1 week Bypass primary and emergency pump.
Installation of valves and operators.

Clarifications:

- Valve replacement to take 3-5 days
- Fleet to provide 1 week bypass.
- Quote based on valve replacement only, no pipe, sleeves spool pieces included.
- Fleet is not responsible for providing water to fill the pump station pit for start up, commissioning, or running the pumps under any circumstance for operation.
- VAC Truck required by others to empty wet well completely.

Total Price: \$64,642.09

Delivery: Approximately 3-4 weeks for standard manufacture and shipment after receipt of approved drawings and written confirmation of release to production.

Shop Drawings: N/A

G.A. Fleet Associates, Inc. New York & New Jersey: 6 International Drive, Rye Brook, NY 10573 / T 914-835-4000 F 914-835-1331

Connecticut: 2389 Main Street, Glastonbury CT 06033 / T 860-652-6604 F 860-659-1625

Fleet Pump & Service Group, Inc. 455 Knollwood Road, White Plains, NY 10603 / T 914-835-3801 F 914-835-2946 Connecticut: 203-661-2680



O&M's: N/A

Terms & Conditions: Please see attached. Taxes not included. Quotation valid for 60 days.

Regards,

Mike Hoyt



Mike Hoyt
Sales Engineering
Municipal Pumps and Process
Direct: 518-417-9270
mhoyt@gafleet.com | www.gafleet.com

G.A. Fleet Associates, Inc.
6 International Drive, Suite 210
Rye Brook, New York 10573



PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. **Terms and Conditions Become Addendum to Agreement.** These General Terms and Conditions accompany the Proposal of G.A. Fleet Associates, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. **Addendum Terms Control.** Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. **Payment Terms.** The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
4. **Progressive Payments Required.** All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. **No Credit Provided by Supplier.** Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. **No Retainage.** Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. **Overdue Balances.** In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. **Supplier Does Not Provide Warranties.** Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. **"Time of Essence" Provisions Not Applicable.** Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. **Liquidated Damages Provisions Not Applicable.** Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. **Limitation of Liability.** Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
12. **Indemnification Limited to Direct Causes.** Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "Indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. **Third Party Contracts Not Applicable.** Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
14. **Entire Agreement.** Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.

Tim Russo

From: Michelle Roman
Sent: Wednesday, October 11, 2023 2:23 PM
To: Tim Russo
Cc:
Subject: Re: [EXTERNAL] Hoover Valves
Attachments: image002.png

Yes, that is correct. We really do not have an option. We must get those pumps operational as soon as possible.

On Wed, Oct 11, 2023 at 2:04 PM Tim Russo < wrote:

Thank you for the email, Mike!

Mayor, to clarify, you are okay with classifying this as an emergency purchase, correct?

Thank you,



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

From: Michelle Roman <>
Sent: Wednesday, October 11, 2023 1:36 PM
To: Mike McFall
Cc: Tim Russo
Subject: Re: [EXTERNAL] Hoover Valves

We have to move forward, and hope nothing happens between now and 12/31/23 anywhere else.

On Wed, Oct 11, 2023 at 1:02 PM < wrote:

Good afternoon Tim,

The valves that are listed are critical to replacing the 3 already purchased lift pumps. These valves are broken and or do not fully seat. We will be unable to isolate and bypass the Hoover lift station for the new pump installation. This is a time critical situation for the following reasons, 1- Supply chain shortages and lead time. 2- Weather critical do to the approaching fall and winter seasons which could put the residents of that area at risk for sewer backups causing property damage. 3- The inability for Fleet to install the 3 new lift pumps do to risk of injury to their pump technicians. 4- Potential to flood the lift station if 1 of the valves present in the station suffers a full catastrophic failure. We need to get this moving ASAP.

Respectfully,

Mike McFall

Chief Operator 4A

City of Lockport WWTP

From: Tim Russo <

Sent: Tuesday, October 10, 2023 3:02 PM

To: Mike McFall 'Michelle Roman' **Cc:** 'Steven Pump'

Subject: RE: [EXTERNAL] Hoover Valves

Hello,

If this is absolutely necessary, I would recommend we use the three following funding sources (H205 being the G infra fund)-

This needs to be RFP'd at this dollar amount, **Mike**, can you please review the attached and let me know if it is okay to publish?

As a note, this would deplete the available funding I have access to in the sewer fund. Any more unforeseen or unanticipated spending could have adverse effect on our required cash balances moving forward.

Thanks,

Timothy Russo

Director of Finance

Finance Department

City of Lockport, NY

716.439.6631

From: Mike McFall

Sent: Tuesday, October 10, 2023 1:49 PM

To: Tim Russo <>; 'Michelle Roman' <> **Subject:** FW: [EXTERNAL] Hoover Valves

Good Afternoon Tim,

Please find the attached quote from fleet. These are the valves that need to be replaced to complete the Hoover Lift station project. We did not know how bad things really were there until we replaced the check valve for the emergency pump and found that the rest of the valves in the station are nonfunctioning or broken in place. We have already ordered and are waiting on the new pumps, they cannot be installed without these valves being replaced. We have taken the UV System off line and it is not going back in-service this year. Do we have enough to cover this cost?

Respectfully,

Mike McFall

Chief Operator 4A

City of Lockport WWTP

From: >

Sent: Tuesday, October 10, 2023 12:41 PM

To:

Subject: FW: [EXTERNAL] Hoover Valves

From: Mike Hoyt < > **Sent:** Tuesday,

October 10, 2023 12:11 PM **To:**

Subject: [EXTERNAL] Hoover Valves

Hey Jessica,

How are you making out on Hoover PS with the two main valves? Attached is a quote for a replacement of the valves we discussed, labor and bypass of the station for a week. A couple things we will need as discussed is the main valves replaced and the ability to isolate the entire station. We will also need the City to provide a vac truck to empty the wet well completely in order to replace the suction valves on the three pumps.

Mike Hoyt
Sales Engineer
Direct: — | Mobile: 518-417-9270
mhoyt@gafleet.com | www.gafleet.com

G.A. Fleet Associates, Inc.
[6 International Drive, Suite 210, Rye Brook, NY 10573-1068](#)

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

NOTICE OF PUBLIC HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

PUBLIC NOTICE is given that the City of Lockport Common Council will hold a public hearing on November 15, 2023 at 6:30 p.m. at City Hall, One Locks Plaza, Lockport, New York to obtain the views of citizens, public agencies, and other interested parties on the housing and community development needs of the County and eligible Community Development Block Grant (CDBG) activities and to provide the public with an opportunity to comment on the City's proposal to submit a Community Development Block Grant application to the New York State Office of Community Renewal for funding to support the establishment of a new brewery, tasting room, and event space by an existing craft brewery at 1 East Avenue in the City. A summary of the CDBG program will be presented at the public hearing as well as detail regarding the proposed project. The hearing facility is handicapped accessible. The City encourages public comment and participation in the identification of needs and in the preparation of the grant application. Written comments are invited and can be submitted by emailing to hpeck@lockportdevelopment.org using the subject line "Public Hearing". Written comments must be submitted no later than 4:00 p.m. on November 15, 2023.