

**CITY OF LOCKPORT  
CORPORATION PROCEEDINGS ADDENDUM  
April 10, 2024**

**MOTIONS AND RESOLUTIONS**

**041024.15A**

By Alderman Fogle:

**Whereas**, there was a residential fire at 96 Locust Street, Lockport, NY that occurred on October 19, 2023; and

**Whereas**, the fire damage to the structure was deemed a total loss of the property by the Lockport Fire Department and the Building Inspector has rendered an opinion in his report dated October 23, 2023, that the building is unsafe and needs to be demolished; and

**Whereas**, the City Council passed resolution 121323.12A in December of 2023, sponsored by Alderman Fogle and seconded by Alderman Beakman, wherein the Council approved a contract between the City and Durable Demolition, LLC, Lockport; and

**Whereas**, said resolution approved the contract for Durable Demolition LLC, to be paid \$34,935.00; and

**Whereas**, the demolition at 96 Locust has taken place; now therefor it be

**Resolved**, that the Common Council hereby amend the General Fund budget to reflect this need:

Expenditure

Decrease

A.1900.54775	Contingency	\$34,935.00
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Increase

A.1900.54055	Professional Services	\$34,935.00
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Seconded by Alderman \_\_\_\_\_ . Ayes \_\_\_\_\_ .

**041024.15B**

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

**Whereas**, the City of Lockport recognizes the critical importance of maintaining fully operational emergency response equipment for the safety and well-being of its residents; and

**Whereas**, it has come to our attention that the City's only Aerial Ladder Truck, a 2001 Pierce, VIN #4P1CT02S81A001256, is in need of emergent repair due to a hydraulic system issue discovered during a routine repair; now therefore be it

**Resolved**, that the City Council authorizes the allocation of contingency funds in the amount of \$67,343.33 to cover the necessary repair expenses; and be it further,

**Resolved**, that the Common Council hereby amend the General Fund budget to reflect this need:

Expenditure

Decrease

A.1900.54775	Contingency	\$67,343.33
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Increase

A.3410.54300	Vehicle Maintenance Repair	\$67,343.33
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Seconded by Alderman \_\_\_\_\_ . Ayes \_\_\_\_\_ .

**041024.15C**

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

**WHEREAS**, in January 2012, Richelle Pasceri was appointed by the Mayor of the City of Lockport to serve a five-year term as the Lockport City Clerk and in 2017, Ms. Pasceri was reappointed to a second five-year term, and

**WHEREAS**, on January 24, 2018, the City of Lockport (“City”) entered into a Collective Bargaining Agreement (“CBA”) with the Lockport Department Head Association (“Union”) for January 2013 through December 31, 2026, and

**WHEREAS**, Ms. Pasceri’s position of City Clerk is clearly and unequivocally is included in the Union,

**WHEREAS**, the City never made a simple application to the Public Employment Relations Board (“PERB”) to remove Ms. Pasceri’s position as City Clerk from the Union and Union protection prior to the City’s illegal termination of Ms. Pasceri, and

**WHEREAS**, on April 1, 2020, the City issued a written Notice of Removal termination of Ms. Pasceri’s employment effective April 10, 2020, ignoring her status as a Union member per the CBA which the City signed on to, and

**WHEREAS**, on April 16, 2020, the Union filed three grievances against the City relating to Ms. Pasceri’s termination, and

**WHEREAS**, on June 16, 2020, the Union filed a demand to Arbitrate the grievances, and

**WHEREAS**, on July 6, 2020, the City filed a Petition to Stay Arbitration arguing inexplicably that Ms. Pasceri as City Clerk was not a member of the Union and the CBA was inapplicable to Ms. Pasceri's position, and

**WHEREAS**, on August 14, 2020, the Niagara County Supreme Court ordered that the CBA was applicable as Ms. Pasceri was a member of the Union as City Clerk, that the agreement was enforceable between the City and the Union and granted the Union's request to arbitrate, and

**WHEREAS**, on October 16, 2020, the City filed a Notice of Appeal of the Supreme Court's decision and

**WHEREAS**, during the pendency of the Appeal, the City inexplicably entered into a stipulation that neither the City nor the Union would appeal the results of the decision to a higher court, and

**WHEREAS**, on December 23, 2022, the New York State Appellate Division confirmed the Supreme Court's initial decision that Ms. Pasceri was in fact a member of the Union entitling her to due process rights under the CBA, and

**WHEREAS**, on May 17, 2022, the City and Pasceri participated in an arbitration hearing and on October 20, 2022, the arbitrator issued an 89-page opinion in favor of Ms. Pasceri and the Union concluding that the City did not have just cause to terminate Ms. Pasceri and that Ms. Pasceri being in fact a member of the Union at the time of her termination and must be made whole through an award, and

**WHEREAS**, on August 23, 2023, the City filed a motion to vacate or modify the Arbitration award,

**WHEREAS**, and on October 25, 2023, and Supreme Court Judge Frank A. Sedita, III, issued an Order denying the City's motion to vacate or modify and confirmed the entire award to Ms. Pasceri holding that it is unclear how the City could even advance such a claim in good faith when there is already a Supreme Court decision and Order directing that the CBA was applicable to the position of City Clerk and that Ms. Pasceri was in the Union and that the very same decision and order was already upheld by the New York State Appellate Division, and

**WHEREAS**, on January 24, 2024, the Niagara County Supreme Court issued an Order and Judgment awarding Ms. Pasceri the following relief:

Mitigated Earnings during loss period of \$50,247.39

Value of Vacation Days of \$16,081.06

Value of Personal Days of \$2,336.56

Value of Sick Days Buyout \$13,029.78

Value of Retirement Contribution of \$5,656.32

Value of HRA Contribution of \$1,000.00

Value of Longevity Pay of \$1,500.00

Value of Health Insurance Coverage Premium of \$48,834.78

That Ms. Pasceri's NYSLR ERS retirement credit be restored for the period of April 2020 to June 2022. If the City is unable to restore Ms. Pasceri's NYSLRS ERS retirement credit for the period of April 2020 to June 2022, it must pay Ms. Pasceri the additional monthly retirement benefits she would have gained if that retirement credit had been applied properly for the duration of her retirement period.

Ms. Pasceri receive health insurance coverage as provided for under the CBA when she reaches age 55 and files the papers for retirement with NYSLRS.

Pursuant to CPLR 5002, pre-judgment interest of 9% on the total award of \$138,685.89 from October 2022, of \$15,570.26, for a total amount due of \$154,256.15, and

**WHEREAS**, the prior administration has expended over \$61,000.00 in costs for outside attorney fees and arbitration fees in this matter, and when combined with the award below the City will have spent over \$215,000.00, and the cost to further appeal this matter is estimated at over \$15,000.00 with minimal chance of success, and

**WHEREAS**, in accordance with the latest Order by Niagara County Supreme Justice Frank A. Sedita, III, Corporation Counsel for the City of Lockport concurs with all of the above rulings of the Arbitrator, Supreme Court and New York State Appellate Division and hereby advises against the filing of any further appeals in this matter, and

**WHEREAS**, the Mayor hereby concurs with the advice and guidance of Corporation Counsel and request that the Common Council satisfy the above relief awarded to Ms. Pasceri.

**NOW, THEREFORE BE IT  
RESOLVED,**

That the Mayor and Common Council direct that Funds in the amount of \$12,870.26 shall be transferred

From:  
A.1900.54775            Contingency

To:  
A.1900.54765            Judgement and Claims, and BE IT FURTHER

**RESOLVED**, that the Common Council hereby authorizes the payment of the following relief:

Mitigated Earnings during loss period of \$50,247.39

Value of Vacation Days of \$16,081.06

Value of Personal Days of \$2,336.56

Value of Sick Days Buyout \$13,029.78  
Value of Retirement Contribution of \$5,656.32  
Value of HRA Contribution of \$1,000.00  
Value of Longevity Pay of \$1,500.00  
Value of Health Insurance Coverage Premium of \$48,834.78

That Ms. Pasceri's NYSLR ERS retirement credit be restored for the period of April 2020 to June 2022. If the City is unable to restore Ms. Pasceri's NYSLRS ERS retirement credit for the period of April 2020 to June 2022, it must pay Ms. Pasceri the additional monthly retirement benefits she would have gained if that retirement credit had been applied properly for the duration of her retirement period.

Ms. Pasceri receive health insurance coverage as provided for under the CBA when she reaches age 55 and files the papers for retirement with NYSLRS.

Pursuant to CPLR 5002, pre-judgment interest of 9% on the total award of \$138,685.89 from October 2022, of \$15,570.26, for a total amount due of \$154,256.15, and

Said payment of \$154,256.15 shall be paid from accounts below as follows:

A.2688 -	Other Accrued Liabilities	\$141,385.89
A.1900.54765 –	Judgement & Claims	\$12,870.26

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