

**CITY OF LOCKPORT**  
**CORPORATION PROCEEDINGS**

Lockport Municipal Building

Regular Meeting  
Official Record

April 10th, 2024  
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, Devine, Fogle, Kirchberger, Lupo, Mullane

**INVOCATION**

**RECESS**

Recess for public input.

**041024.1**

**APPROVAL OF MINUTES**

On motion of Alderman Fogle, seconded by Alderman \_\_\_\_\_, the minutes of the Regular Meeting of March 27th 2024 are hereby approved as printed in the Journal of Proceedings. Ayes \_\_\_\_\_. Carried.

**FROM THE MAYOR**

**Appointments:**

4/3/2024 Mark Danna, Atty, 145 Autumnvale Drive, Lockport, NY 14094 appointed to Board of Assessment Review Committee effective April 3, 2024. Said term expires on September 30, 2029.

**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)

3/19/2024 From David Kinyon, member, Lockport Rotary Club. Letter to request permission to hold Hike and Bike event on May 11<sup>th</sup>, 2024.

4/1/2024 Tamre Varallo, 7373 Rochester Road, Winery owner. Letter to request permission to hang banner in promotion of Father's Day Car Show on June 16<sup>th</sup> 2024.

**Notice of Complaint:**

4/1/2024 Glenn P. Ferry, 307 Washburn Street, Lockport NY 14094 vs City of Lockport

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

**Notice of Claim:**

3/26/2024 Joel Calabro, 475 East Union Street.

3/26/2024 Cynthia Cole, 31 Butler Street.

3/26/2024 Todd Tinkham, 33 Butler Street.

Referred to the Corporation Counsel.

**MOTIONS & RESOLUTIONS**

**041024.2**

By Alderman:

**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 April 11, 2024.

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

**041024.3**

By Alderman Craig:

**Resolved** that claims authorized for payment by the Director of Planning and Development, and subsequently paid from the Community Development Escrow Account, be and the same are hereby approved.

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

**041024.4**

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

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

| <u>Employee</u>    | <u>Years of Service</u> | <u>Title</u>             |
|--------------------|-------------------------|--------------------------|
| Raymond M. Aldrich | 5                       | Heavy Equipment Operator |

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

**041024.5**

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

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

**Whereas** the New York State Department of Transportation (NYSDOT) has initiated preliminary phases of the Rehabilitation of NY Route 78 (Transit Road) Highway project, a federally funded transportation endeavor aimed at rehabilitating NY Route 78 between Millersport Highway and Summit Street; and

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

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

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

**Whereas** it has been determined that the reconstruction of the sidewalk and installation of the curb ramp will require the permanent acquisition of 1997 square feet of Right-of-Way (ROW) from Children's Memorial Park, with assurance that the acquisition will not interfere with park activities;

**Now, therefore, be it resolved:**

1. The City of Lockport hereby expresses its full support for the Rehabilitation of NY Route 78 (Transit Rd) Highway project proposed by the New York State Department of Transportation.
2. The City of Lockport recognizes the necessity of addressing the deficiencies along NY Route 78 and acknowledges the benefits that the proposed improvements will bring to the roadway, pedestrian facilities, and drainage systems within the city.
3. The City of Lockport specifically endorses the reconstruction of the existing sidewalk and the installation of a new ADA compliant curb ramp along the eastern side of NY Route 78 in front of Children's Memorial Park as vital components of the project.
4. The City of Lockport acknowledges and approves the permanent acquisition of 1997 square feet of Right-of-Way (ROW) from Children's Memorial Park, with the understanding that it will not interfere with park activities.
5. The Mayor of Lockport is hereby authorized to take all necessary actions to facilitate the implementation of the Rehabilitation of NY Route 78 (Transit Road) Highway project in accordance with applicable regulations and guidelines.
6. The City of Lockport has no objections to the de minimis determination of the proposed action (acquisition of approximately 1997 square feet of ROW) from Children's Memorial Park and that this action will not adversely impact the activities, features, and attributes that qualify this property (Children's Memorial Park) for protection under the Department of Transportation Act of 1966, Section 4(f).

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

**041024.6**

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

**Whereas** the New York State Community Development Block Grant Program provides funding to communities under the Microenterprise Program to undertake activities that focus on community development needs such as creating or expanding job opportunities, and

**Whereas** the City of Lockport (the “City”) desires to partner with The Greater Lockport Development Corporation (“GLDC”) as a subrecipient to apply to the New York State Office of Community Renewal (“OCR”) for \$300,000 for eligible Microenterprise activities which will provide grants to eligible businesses (including startup and existing) for working capital, equipment, etc., and

**Whereas** the City has held a public hearing to obtain citizens’ views regarding the CDBG program as administered by OCR and regarding the proposed microenterprise program.

**Now therefore be it resolved** that the Mayor is hereby authorized to submit a grant application in the amount of \$300,000, such amount to be used to provide business grants and fund the costs of grant administration and program activities, and be it further

**Resolved** that the Mayor is hereby designated as the Environmental Certifying Officer for the purposes of complying with the applicable federal environmental review requirements for the OCR grant, and be it further

**Resolved** that the Mayor is hereby authorized to execute the OCR grant agreement and all related documents associated with the OCR grant, including agreements with GLDC relating to the use and administration of the grant funds, subject to review and approval by the City Attorney.

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

**041024.**

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

**Resolved** that pursuant to their request, permission is hereby granted to the Lockport Rotary Club to conduct a Hike and Bike Event on Saturday, May 11, 2024 from 10 am to 12 pm to celebrate their progress on the Market Rotary Pavilion and the other improvements that have been made on the Market Street Trail, and be it further

**Resolved** that traffic be blocked off at Market Street, from Chestnut to Exchange Street, and that cones be placed along the south side of Cold Springs Road Bridge

**Resolved** that permission is subject to Lockport Rotary Club filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

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

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

**041024.8**

**WITHDRAWN (Juneteenth)**

**041024.9**

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

**Resolved** that a public hearing be held at the Common Council meeting on April 24th, starting at 6:00PM in council chambers, Lockport Municipal Building, One Locks Plaza, Lockport, NY, relative to a request for a Special Use Permit by James E. Spry III, 54 Beattie Avenue, Lockport, NY 14094 to harbor hens on the property.

**And be it further**

**Resolved** that the City Clerk is hereby authorized and directed to advertise notice of said public hearing.

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

**041024.10**

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

**Resolve** that pursuant to their request, Thunderwolves Baseball, LLC is hereby granted permission to use the baseball field at Outwater Park for their 2024 Youth Baseball Tournaments, subject to approval of the schedule by the Highways & Parks Department, for games to be played between May 24<sup>th</sup> and July 28<sup>th</sup>, 2024,

**And be it further**

**Resolved** that Thunderwolves Baseball, LLC file a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

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

**041024.11**

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

**Resolved** that pursuant to their request, Spring Lake Winery is hereby granted permission to erect a banner at least 17' from the ground across East Avenue at Davison Road to promote Father Day Car Show on June 16<sup>th</sup>. Banner is to be erected from May 27, 2024 thru June 16, 2024 based on a schedule approved by the City Clerk, and be it further

**Resolved** that said permission is subject to Spring Lake Winery filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured and subject to payment of \$50, and be it further

**Resolved** that the City Clerk is hereby authorized and directed to make arrangements with city forces to erect the banner.

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

**041024.12**

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

**Resolved** that pursuant to their request, Men’s Senior Baseball League (MUNY MSBL) is hereby granted permission to use the baseball field at Outwater Park for their 2024 Travel Baseball Team, subject to approval of the schedule by the Highways & Parks Department, for the games played between May 29, 2024 and July 29, 2024, and be it further

**Resolved** that Men’s Travel Baseball League (MUNY MSBL) file a certificate of insurance with the City Clerk naming the City of Lockport as additional insured.

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

**041024.13 WITHDRAWN (Transport Transformer)**

**041024.14**

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

**Whereas** City of Lockport (hereinafter the “City”) desires to accept the New York State Environmental Facilities Corporation (NYS EFC) Engineering Planning Grant (EPG) #130135; and

**Whereas** the City proposes to conduct a Sanitary Sewer System Evaluation under NYS EFC EPG #130135; and

**Whereas** the City intends to work with Hunt Engineering, Architects, Land Surveyors & Landscape Architect D.P.C., Contact Tim Steed, 100 Hunt Center, Horseheads, NY 14845; and

**Whereas** the primary purpose of this grant will be to evaluate the City’s Collection System Inflow and Infiltration (I&I) issues and excess flow experienced at the Wastewater Treatment Plan (WWTP) during intense storm events and seasonal thaw.

**Now therefore based on such review and consideration be it resolved** by the City of Lockport Common Council that the Mayor is hereby authorized to execute an EPG Agreement with the NYS EFC and any and all other contracts, documents, and/or instruments necessary to facilitate the EPG project referenced herein and to fulfill the City of Lockport’s obligations thereunder.

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

**041024.15**

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

**Whereas** City of Lockport (hereinafter the “City”) proposes to conduct a Sanitary Sewer System Evaluation under New York State Environmental Facilities Corporation Engineering Planning Grant (NYS EPG) #130135; and

**Whereas** the NYS EPG requires a local match equal to 20 percent of the requested grant amount in cash and/or in-kind services; and

**Now therefore based on such review and consideration be it resolved** by the City’s Common Council that the City hereby authorizes and appropriates a minimum 20% local match as required by the NYS EPG Program for the City’s Sanitary Sewer System Evaluation in the amount of \$10,000 and based upon the total EPG Grant award of \$50,000.

**Be it further resolved** the source of the local match, and any amount in excess of the required match, shall be provided by the City’s general fund and/or in-kind services as needed.

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

**041024.15A**

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

**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

Increase

A.1900.54055                      Professional Services                      \$34,935.00

Seconded by Alderman \_\_\_\_\_ . Ayes \_\_\_\_\_.

**041024.15B**

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

Seconded by Alderman \_\_\_\_\_ . Ayes \_\_\_\_\_.

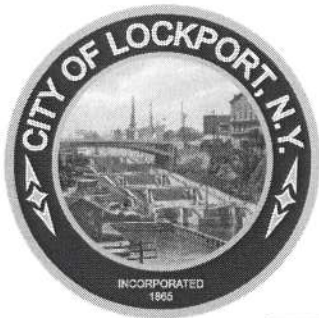
**041024.16**

**ADJOURNMENT**

At \_\_\_\_\_ P.M. Alderman Fogle moved the Common Council be adjourned until 6:00 P.M., Wednesday, April 24<sup>th</sup>, 2024.

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

SARAH K. LANZO  
City Clerk



LOCKPORT MUNICIPAL BUILDING  
ONE LOCKS PLAZA  
LOCKPORT, NEW YORK 14094  
PHONE (716) 439-6665  
FAX (716) 439-6668

JOHN LOMBARDI, III  
MAYOR

April 3, 2024

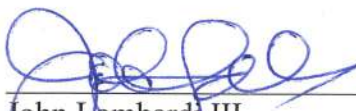
To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Mark Danna, Atty, 145 Autumnvale Drive, Lockport, NY 14094 to the Board of Assessment Review Committee effective April 3, 2024.

Said term expires on September 30, 2029.

Witness my hand and the seal of the City of Lockport, New York this 3rd day of April, 2024.

Sincerely,



John Lombardi III  
Mayor

JL/skl

Cc: M. Danna  
T. Farrell



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 3/28/24, PAID on date 4/4/24.

# Pay Day Register

Pay Date Range 03/15/24 - 03/28/24

Pay Batch 04/04/24

is approved at dollars, \$ 542,196.75  
 (Civil) Service Mary Pat Jelbert

Pay Batch 04/04/24 Total

Employees in Pay Batch 219

Female Employees in Pay Batch 54

| Hours Description                 | Hours       | Gross        | Withholdings and Deductions      | Gross Base | Benefits                       | Gross Base           |
|-----------------------------------|-------------|--------------|----------------------------------|------------|--------------------------------|----------------------|
| 207A Disability - 207A Disability | 160.0000    | 1,790.00     | Gross                            | 542,196.75 | Health Ins 298 Class 2 Family  | 27,356.46 .00        |
| CMPE 1.0 - Comp Earned @ 1.0      | 185.3750    | .00          | Imputed Income                   |            | Health Ins 298 Class 2 Single  | 9,399.99 .00         |
| CMPE 1.5 - Comp Earned @ 1.5      | 1.0000      | .00          | Federal                          | 61,509.16  | Health Ins 298 Class 3 Family  | 87,224.31 .00        |
| CMPU - Comp Time Used             | 348.5000    | 12,022.86    | FICA                             | 32,899.55  | Health Ins 298 Class 3 Single  | 7,930.27 .00         |
| EDAY - Extra Day                  | 234.0000    | 8,523.52     | Medicare                         | 7,694.31   | Health Ins 298 Class 4 Family  | 6,483.45 .00         |
| FHDB - Floating Holiday Buy Out   | 40.0000     | 1,549.64     | New York State                   | 25,874.19  | Health Ins 298 Class 4 Single  | 1,317.68 .00         |
| FHDU - Floating Holiday Used      | 344.0000    | 10,787.89    | 457 % Deduction                  | 6,772.06   | Total                          | \$139,712.16         |
| FLSA - FLSA                       | .0000       | 326.22       | 457 Flat Dollar Deduction        | 11,599.62  | Employer Taxes                 | Gross Base           |
| FMLN - FMLA Leave without Pay     | 32.0000     | .00          | AFLAC POSTTAX                    | 261.23     | FICA                           | 32,899.55 530,638.14 |
| FMLS - FMLA Sick Used             | 70.0000     | 1,951.90     | AFLAC PRETAX                     | 460.30     | Medicare                       | 7,694.31 530,638.14  |
| HOL - Holiday                     | 32.0000     | 682.14       | ALLSTATE POSTTAX                 | 693.58     | Total                          | \$40,593.86          |
| HOT 2.25 - Holiday Overtime 2.25  | 8.0000      | 633.73       | ALLSTATE PRETAX                  | 569.98     | Workers' Comp                  | Gross Base           |
| LONG - Longevity Payment          | .0000       | 500.00       | COLONIAL LIFE POSTTAX            | 55.40      | Workers Compensation - General | 23,198.72 433,667.97 |
| LWOP - Leave Without Pay          | 60.0000     | .00          | FSA PRETAX                       | 699.68     | Workers Compensation - Sewer   | 2,420.75 41,428.10   |
| MILI - Military Time              | 16.0000     | 539.06       | Health Ins 298 Class 2 Family    | 2,099.76   | Workers Compensation - Water   | 2,312.64 43,364.96   |
| OOT - Out of Title                | 773.0000    | 27,062.72    | Health Ins 298 Class 2 Single    | 938.04     | Workers Compensation 50%       | 693.44 10,897.94     |
| OOT OT 1.0 - Out of Title OT at   | 1.0000      | 29.14        | Health Ins 298 Class 3 Family    | 1,994.36   | Total                          | \$28,625.55          |
| OOT OT 1.5 - Out of Title OT at   | 55.2500     | 2,229.34     | Health Ins 298 Class 3 Single    | 653.10     | Direct Deposits                | Amount               |
| OOT OT SHIFT 10% - OOT OT         | 8.0000      | 309.19       | Health Ins 298 Class 4 Family    | 720.39     | Armed Forces Bank              | 1,302.89             |
| OT 1.0 - Overtime at Straight 1.0 | 45.7500     | 1,445.50     | Health Ins 298 Class 4 Single    | 146.40     | Bank of Akron                  | 3,077.17             |
| OT 1.5 - Overtime @ 1.5           | 832.7500    | 38,275.99    | NEW YORK LIFE                    | 279.30     | Bank of America                | 3,967.22             |
| OT 1.5 SHIFT 10% - OT @ 1.5       | 40.0000     | 1,660.77     | Pearl Insurance through CSEA     | 220.14     | BANK OF AMERICA (2)            | 1,640.69             |
| OT 1.5 SHIFT 15% - OT @ 1.5       | 8.0000      | 351.97       | PRINCIPAL DENTAL                 | 1,234.75   | BANK OF AMERICA (4)            | 1,302.86             |
| PRSE - Personal Earned            | 21.0000     | .00          | PRINCIPAL VISION                 | 228.15     | BANK OF AMERICA (6)            | 1,116.56             |
| PRSU - Personal Used              | 241.5000    | 7,759.33     | RET ERS LOANS                    | 1,857.00   | Bank on Buffalo                | 2,724.41             |
| REG - Regular                     | 11,867.0000 | 363,359.87   | RET ERS POST-TAX SCP             | 19.28      | Chase                          | 591.02               |
| REG PT - Regular Part Time        | 277.0000    | 9,340.34     | RET PF LOANS                     | 60.00      | Chase Bank                     | 2,213.98             |
| REG SHIFT 10% - Regular Shift     | 136.0000    | 3,753.90     | RET PF PRE-TAX SCP               | 23.70      | Chime                          | 1,420.43             |
| REG SHIFT 15% - Regular Shift     | 216.0000    | 6,007.94     | Retire ERS Tier 6 <= \$100,000   | 217.79     | Citizens Bank                  | 11,018.07            |
| RETRO - Retroactive Pay           | .0000       | 30.33        | Retire ERS Tier 6 <= \$45,000    | 1,778.05   | Cornerstone Comm FCU           | 116,918.23           |
| RGS - Regular - Salary            | 70.0000     | .00          | Retire ERS Tier 6 <= \$45,000 OT | 201.66     | Discover Bank                  | 400.00               |
| SAL - Salary                      | .0000       | 3,806.51     | Retire ERS Tier 6 <= \$55,000    | 830.15     | ESL FCU                        | 1,170.68             |
| SAL PT - Salary Part Time         | .0000       | 1,865.37     | Retire ERS Tier 6 <= \$55,000 OT | 93.78      | Evans Bank                     | 3,073.19             |
| SCKU - Sick Used                  | 683.0000    | 18,991.41    | Retire ERS Tier 6 <= \$75,000    | 616.85     | Financial Trust FCU            | 100.00               |
| STIP - Stipend                    | .0000       | 192.31       | Retire PFRS <= \$55,000          | 1,802.94   | Five Star Bank                 | 1,140.37             |
| VACU - Vacation Used              | 556.0000    | 16,417.86    | Retire PFRS Tier 6 <= \$100,000  | 1,236.13   | Kenmore Teachers FCU           | 200.00               |
| Total                             | 17,362.1250 | \$542,196.75 | Retire PFRS Tier 6 <= \$75,000   | 1,754.31   |                                |                      |
|                                   |             |              | Retire PFRS Tier 6 <=            | 142.21     |                                |                      |
|                                   |             |              | Retire PFRS Tier 6 <= \$45,000   | 984.37     |                                |                      |



**SPRING LAKE WINERY**  
AT VARALLO VINEYARDS

To whom it may concern,

Spring Lake Winery would like permission to erect a banner at least 17' from the ground across East Avenue at Davison Road to promote our Father's Day Car Show on June 16th 2024. The banner is to be Displayed from June 1, 2024 thru June 16th 2024 or based on a schedule approved by the City Clerk. Spring Lake Winery has attached a certificate of insurance naming the City of Lockport as additional insured.

*Tamre Varallo*

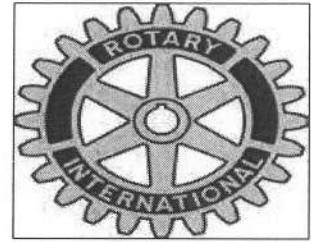
**Sincerely,**

Tamre Varallo  
Winery Owner

716 439-5253  
7373 Rochester Road  
Lockport, New York 14094

info@springlakewinery.com  
www.sringlakewinery.com

**ROTARY CLUB OF LOCKPORT**  
Box 1199  
Lockport, NY 14095



**March 19, 2024**

**Mayor John Lombardi II & Members of the Common Council**  
Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094

**Dear Mayor Lombardi and Common Council Members:**

**With the support of the City of Lockport, the Lockport Rotary Club is pleased with the progress of the Rotary Pavilion on the Erie Canal, as well as the other improvements that have been on the Market Street Trail. To date, the investments by Rotary have resulted in the installation of attractive benches and waste receptacles along the ¾ mile section between Market Street and the Erie Canal, from Scalzo Park to the intersection with Vine Street.**

**To celebrate these improvements, the Lockport Rotary Club would like to invite members of nearby Rotary Clubs in Erie and Niagara Counties for a Hike & Bike Event on Saturday, May 11 from 11 am – 2 pm. The proposed Hike & Bike Event would begin at Cornerstone Ice Arena; hikers would proceed by foot along the existing walkway along the Market Street Trail to the Rotary Pavilion at Market and Adam Streets, while cyclists would continue along a 2 mile loop east on Market Street to Cold Springs Road, returning on the Canalway Trail on the north side of the canal to the Exchange Street Lift Bridge, ending at the Pavilion, where refreshments will be served.**

**The Lockport Rotary Club requests permission to conduct the Hike & Bike Event, which is expected to attract approximately 50 attendees. Thank you for your consideration of our request.**

**Sincerely,**

**David Kinyon**  
Member, Lockport Rotary Club  
716-638-1119

RECEIVED

APR 01 2024

CITY CLERK OFFICE

hand  
delivered

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NIAGARA

GLENN P. FERRY  
307 Washburn Street  
Lockport, NY 14094

Plaintiff,

SUMMONS

vs.

Index No.:

CITY OF LOCKPORT, NEW YORK  
One Lock's Plaza  
Lockport, NY 14094

Defendant.

To the above-named Defendant(s):

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your Answer upon Plaintiff's attorney at the address stated below within twenty (20) days after the personal service of this Summons, exclusive of the day of service, (or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff designates Niagara County as the place of trial. The basis of venue is Plaintiff's residence and/or place of loss.

Dated: Tonawanda, New York  
March 18, 2024



Kevin T. Stocker, Esq.  
*Attorney for Plaintiff*  
2645 Sheridan Drive  
Tonawanda, New York 14150  
Telephone: (716) 832-3006  
Fax: (716) 832-3660

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF NIAGARA

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GLENN P. FERRY

Plaintiff,

**COMPLAINT**

vs.

Index No.:

CITY OF LOCKPORT, NEW YORK

Defendant.

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Plaintiff, GLENN P. FERRY, by way of his attorney, Kevin T. Stocker, Esq., alleges as follows:

1. GLENN P. FERRY (hereinafter "Plaintiff"), is a resident of Niagara County who currently resides at 307 Washburn Street, Lockport, NY 14094.
2. CITY OF LOCKPORT (hereinafter "City") is the municipal entity for the City of Lockport of Tonawanda in the State of New York, with its operations based out of its city hall located at One Lock's Plaza, Lockport, NY 14094.
3. Plaintiff is the sole owner of the real property at issue, 307 Washburn Street, Lockport, NY 14094 (hereinafter "Property"), which has been his primary residence.
4. On December 23, 2022, at approximately 1:00 p.m., due to City's negligence, a tree owned and maintained by City fell on Plaintiffs' property, causing extensive damage. The City owned, maintained, and was responsible for the tree located in the area between the sidewalk and Washburn Street, directly in front of the Property.
5. Plaintiff previously notified City that said tree was unstable and hanging over the Property such that it would cause substantial damage to said Property if it fell.
6. In addition, Plaintiff informed the City that the tree's condition was deteriorating as it was showing signs that it was partially dead from limbs without annual leaves.

7. Despite Plaintiff's warnings, City never took any action to rectify the dangerous condition, allowing the tree to fall and damage the Property. Said damage included structural damage to roof, siding, and other parts of the home. Defendants' negligence has created a dangerous condition to reside in said home.

8. As a result of the City's negligence, carelessness, and/or recklessness in inspecting and maintaining the tree, Plaintiff's Property suffered damages which are estimated to be in excess of \$60,000.

9. For these reasons, Plaintiff commences the instant civil action to recover damages from Defendants for the damage to the Property, as well as consequential and punitive damages.

**FIRST CAUSE OF ACTION**

**- Negligence -**

10. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "9" as if same were stated herein.

11. The City owned, controlled, and/or maintained the tree located in the area between the sidewalk and Washburn Street, directly in front of the Property

12. The City owed a duty to Plaintiff, as a property owner resident, to exercise reasonable and prudent care in inspecting and/or maintain the City's property, including the tree herein, in a reasonably safe condition, free from known and/or knowable defects, and/or to otherwise take all reasonable and necessary precautions to prevent damage to the property of other, such as Plaintiff.

13. The City breached the aforesaid duties owed to Plaintiff, which caused the tree complained of herein to fall on December 23, 2022 and cause damages to Plaintiff's

Property. The City was under a duty to act to remedy the dangerous condition and address the condition of the tree in a timely fashion after Plaintiff properly notified the City that it was in a dangerous condition.

14. As a result of the breach, Plaintiff has suffered damages from having to repair the Property as a result thereof. The City is the proximate cause of said damages through its negligence, carelessness, and/or recklessness acts or omissions.

15. The City was negligent, careless, and/or reckless by failing to properly inspect, service, maintain, repair, and/or remove the tree. In addition, the City permitted a dangerous condition, of which it has actual notice, to exist, and failed to take adequate steps to prevent the damages under the circumstances.

16. Therefore, Plaintiff pleads a cause of action for negligence due to the City's breach of their duties owed to him and the resulting damages.

**WHEREFORE**, Plaintiff respectfully requests for an award of damages which would include repairing the Property, loss of equity, and any other damages which the court would deem just and reasonable.

Dated: Tonawanda, New York

March 18, 2024



Kevin T. Stocker, Esq.  
*Attorney for Plaintiff*  
2645 Sheridan Drive  
Tonawanda, New York 14150  
Telephone: (716) 832-3006  
Fax: (716) 832-3660

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF NIAGARA

GLENN P. FERRY

Plaintiff,

vs.

CITY OF LOCKPORT, NEW YORK

Defendant.

**NOTICE OF MOTION FOR  
LEAVE TO SERVE A LATE  
NOTICE OF CLAIM**

Index No. E182922/2024

**MOTION MADE BY :**

GLENN P. FERRY, by his attorney Kevin T. Stocker, Esq.

**DATE, TIME AND PLACE  
OF HEARING:**

**10:45**  
April 25, 2024 at ~~9:30~~ a.m., before  
Hon. Frank Caruso, J.S.C., at Part \_\_\_  
in the Niagara County Courthouse, located  
at 175 Hawley Street, Lockport, NY

**SUPPORTING PAPERS:**

Affirmation of Kevin T. Stocker, Esq., sworn  
to on March 21, 2024 with exhibits annexed  
thereto.

**RELIEF DEMANDED:**

An Order granting leave to Plaintiff to serve a late  
notice of claim pursuant to General Municipal  
Law Section 50-e(5), and allowing the notice of  
claim served with the Plaintiff's motion papers to  
satisfy General Municipal Law Section 50-e.

**GROUND FOR RELIEF:**

NYS General Municipal Law § 50-e(5)

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to CPLR 2214(b), and  
Uniform Rules 202.8(c), all answering affidavits or papers, if any, are to be served upon  
the undersigned no later than SEVEN (7) days prior to the return date of this motion in as  
much as the moving party intends to file reply papers.

DATED: Tonawanda, New York  
March 21, 2024



Kevin T. Stocker, Esq.  
*Attorney for Plaintiff*  
2645 Sheridan Drive  
Tonawanda, NY 14150  
Phone: 716-832-3006  
Fax: 716-832-3660



STATE OF NEW YORK  
SUPREME COURT : COUNTY OF NIAGARA

GLENN P. FERRY

Plaintiff,

vs.

CITY OF LOCKPORT, NEW YORK

Defendant.

**ATTORNEY AFFIRMATION IN  
SUPPORT OF PLAINTIFF'S  
MOTION FOR LEAVE TO SERVE  
A LATE NOTICE OF CLAIM**

Index No. \_\_\_\_\_

KEVIN T. STOCKER, ESQ., after being duly sworn and under the penalty of perjury, deposes and says the following:

1. That I am an attorney at law duly licensed to practice before all the courts of New York State. I represent the Plaintiff, GLENN P. FERRY (hereinafter "Plaintiff"), and as such, I am fully familiar with all the facts and circumstances herein.

2. Plaintiff is a resident of the City of Lockport, State of New York, and resides at 307 Washburn Street, Lockport, NY 14094.

3. Defendant CITY OF LOCKPORT, NEW YORK (hereinafter "City") is a municipal entity in the State of New York, with its city hall located at One Lock's Plaza, Lockport, NY 14094.

4. I submit this attorney affirmation in support of Plaintiff's notice of motion seeking permission to serve a late notice of claim on the City.

**STATEMENT OF FACTS**

5. Plaintiff contemporaneously filed his summons and verified complaint herein, which is included hereto and made a part herewith (Exhibit "A").
6. Plaintiff is the sole owner of the real property at issue, 307 Washburn Street, Lockport, NY 14094 (hereinafter "Property"), which is his primary residence.
7. On December 23, 2022, due to the City's negligence, a tree owned by the City fell on Plaintiffs' property during a windstorm, causing extensive damage.
8. The tree was located in the area owned by the City between the sidewalk and Washburn Street.
9. Plaintiff previously notified the City's officials that said tree was unstable and hanging over the Property such that it would cause substantial damage to said Property if it fell (Exhibit "B"). Additionally, the notice informed the City that the tree was already in poor condition.
10. Yet, despite Plaintiff's warnings, the City never took any action to rectify the dangerous condition until the tree fell and damaged the Property.
11. The damage to the Property included structural damage to the roof, siding, and other parts of the front of the house.
12. Thereafter, the City's agents were called about the tree, and visited the Property, viewing the damage to the building and removing its tree.
13. Plaintiff's Property damages are estimated to be in excess of \$60,000.
14. For these reasons, Plaintiff commences the instant civil action to recover damages from the City for the damage to the Property, as well as consequential damages.

## ARGUMENT

### Point I: Court's Standards for Granting Leave to Serve a Late Notice of Claim

15. Plaintiff brings the instant motion for leave to serve the late notice of claim, annexed herein as Exhibit "C", upon the City as a municipal corporation.

16. This Court is vested with broad discretion to grant the instant application seeking leave to serve a late notice of claim (Wetzel Servs. Corp. v. Town of Amherst, 207 A.D.2d 965 (4th Dept., 1994); see, Clark v. Roswell Park Cancer Inst. Corp., 92 A.D.3d 1273 (4th Dept., 2012)). Moreover, General Municipal Law Section 50-e (5) sets forth the standard for this application, which states:

"In determining whether to permit service of a late notice of claim, the court **must consider all relevant facts and circumstances**, including whether (1) the Plaintiffs is an infant, (2) the movant has demonstrated a reasonable excuse for failing to serve a timely notice of claim, (3) the public corporation acquired actual knowledge of the facts constituting the claim within 90 days of its accrual or a reasonable time thereafter, and (4) the delay would substantially prejudice the public corporation in defending on the merits."

(General Municipal Law §50-e(5)(emphasis added); see, Fuentes v County of Nassau, 15 A.D.3d 346, 346 (2d Dept, 2005); Matter of Brown v County of Westchester, 293 A.D.2d 748 (2d Dept., 2002); see also, Matter of Fierro v City of New York, 271 A.D.2d 608, 609 (2d Dept., 2000); Matter of Gaffney v Town of Hempstead, 226 A.D.2d 721, 722 (2d Dept., 1996)).

17. The list set forth in GML §50-e(5) is merely a "non-exhaustive list of factors that the court should weigh," and other factors can be considered as the statute allows for "all other relevant facts and circumstances" (Williams v. Nassau County Med. Ctr., 6 N.Y.3d 531, 539 (2006); Matter of Newcomb v. Middle Country Cent. Sch. Dist., 28 N.Y.3d 455 (2016)).

18. Indeed, GML § 50-e(5) was intended to be liberally construed, and was to provide more flexible criteria for the termination of a motion for leave to file a late notice of claim (Robb v. New York City Housing Authority, 71 A.D.2d 1000 (2d Dept., 1979)).

19. Based upon these standards, courts have held that the GML §50-e's notice of claim requirements should not "operate as a device to defeat the rights of persons with legitimate claims" (Camacho v New York, 187 AD2d 262, 263 (1st Dept., 1992); Annis v. New York City Transit Authority, 108 A.D.2d 643 (1st Dept., 1985)).

20. In this instant matter, it is a provident exercise of the Court's discretion to grant Plaintiff leave to serve a late notice of claim upon the City as Plaintiff's situation satisfies each of the factors set forth in GML §50-e(5), in addition to other "relevant facts and circumstances," as discussed in detail below.

**Point II: Defendants had Actual Knowledge of the Essential Facts of Plaintiffs' Claim**

21. Plaintiff contends that the City had actual knowledge of the essential facts of this case based upon having created the dangerous condition after receiving notice of same.

22. The City ignored the condition of the tree, and the dangerous condition it posed, based upon Plaintiff having contacted the City prior to the loss to complain about the size and condition of the tree which fell on his Property (Exhibit "B"). Moreover, Plaintiff contacted the City after the tree fell to alert them of the occurrence, and their agents cut and removed the fallen tree, and observed the damage to the Property.

23. For these reasons, it is abundantly clear that the City had actual knowledge of Plaintiff's claim.

24. The Court of Appeals has interpreted this “actual knowledge” factor to mean that the Defendants had knowledge of the underlying facts constituting the claim, and not notice that a tort claim would be commenced (Beary v. City of Rye, 44 N.Y.2d 398, 412-413 (1978)). As aforementioned, the City had more than actual notice herein.

25. Moreover, time is not an issue as the Plaintiff notified the City of the tree falling and damaging the Property home. Thus, the City had ample notice in a reasonable time based upon Plaintiff notifying the City of the tree falling onto the Property to investigate the complaint.

26. When a public corporation has actual knowledge of the claim itself within the ninety-days prior, it is clear that a late filing will be permitted (King v. City of New York, 90 A.D.2d 637 (2d Dept., 1983); Gelles v. New York City Hous. Auth., 87 A.D.2d 757 (1st Dept., 1982)).

27. Therefore, it should be undisputed that the City had actual notice of Plaintiff’s complaint herein based upon being previously notified of the tree’s condition, and notified subsequent to the tree falling and investigating same, such that the actual notice factor of GML §50-e(5) for granting leave for a late notice of claim weighs in Plaintiff’s favor.

**Point III: Plaintiffs have a Reasonable Excuse for the Delay**

28. Plaintiff also has a reasonable excuse for his delay in serving a notice of claim upon the City as he was under the belief that the City acknowledged that they were liable for the damages their tree caused.

29. Primarily, the Plaintiff was led to believe that commencing a lawsuit would not be needed as the City's agents who visited the Property thereafter acknowledged the municipality's liability for the large, deteriorated tree, which prior notice had been given.

30. The foregoing reason provides a reasonable basis for Plaintiffs' failure to serve a notice of claim within ninety (90) days of the City's tree falling on the Property.

31. Even should the Court determine that Plaintiff's excuse for failing to timely file a note of claim was unreasonable, the Fourth Department has held that "that failure is not fatal where . . . actual notice was had and there is no compelling showing of prejudice to [respondent]" (Matter of Hess v W. Seneca Cent. Sch. Dist., 71 A.D.3d 1568, 1568-1569 (4th Dept., 2010); see Matter of Hall v Madison-Oneida County Bd. of Coop. Educ. Servs., 66 A.D.3d 1434, 1435 (4th Dept., 2009); see Clark, supra).

32. Moreover, actual notice is not required "where the municipality affirmatively created the dangerous condition or defect" (Lugo v County of Essex, 260 A.D.2d 711, 712 (3d Dept., 1999); Gagnon v City of Saratoga Springs, 14 A.D.3d 845, 847 (3d Dept., 2005)).

33. As aforementioned in the previous section, there is ample evidence of the City having actual notice herein of Plaintiffs' complaints regarding the tree's condition and of it falling on the Property.

34. Additionally, the City created the dangerous condition by ignoring the prior notice Plaintiff gave of the tree's condition, making it likely to fall (Exhibit "B").

**Point IV: Defendants have not suffered Substantial Prejudice**

35. The City also has not suffered any prejudice as a result of this minimal delay in filing the notice of claim, having actual knowledge of the incident, and have already investigated same.

36. General Municipal Law Section 50-e explicitly states that courts deciding motions to permit late service of a notice of claim should consider whether the defendant would be substantially prejudiced in maintaining a defense on the merits (GML §50-e(5)).

37. The existence, or nonexistence, of substantial prejudices has been termed one of the “two critical factors” for courts to consider in deciding such motions (Lucas v. City of New York, 91 A.D.2d 637 (2d Dept., 1982)(the other factor is actual knowledge of essential facts)).

38. Plaintiff promptly notified the City of its tree falling on the Property. Thereafter, the City’s agents visited the Property, observed the damages and removed the tree. Additionally, Plaintiff had previously notified the City of the dangerous condition posed by the large tree in a deteriorated condition, and the potential for it to fall on the Property (Exhibit “B”). As such, the City has abundant “actual knowledge” of the essential facts and investigated Plaintiffs’ claim. Therefore, and cannot detail how that they are prejudiced in any manner.

39. When actual notice of the essential facts has been established, as it has been done here based upon their own records, defendants cannot sustain or refute any prejudice they may claim to suffer (Clark, supra).

40. Therefore, the City does not suffer any prejudice from the Court granting Plaintiff leave to serve a late notice of claim.

41. In addition, the burden to show prejudice would shift to the City in this instant matter. The standard for the shifting burden of showing substantial prejudice in these instances was recently established by the

Court of Appeals in the seminal case of Newcomb v Middle Country Cent. Sch. Dist., 28 N.Y.3d 455 (2016).

42. In Newcomb, the Court of Appeals held that: “[w]e hold that the burden initially rests on the petitioner to show that the late notice will not substantially prejudice the public corporation. Such a showing need not be extensive, but the petitioner must present some evidence or plausible argument that supports a finding of no substantial prejudice. ... Once this initial showing has been made, the public corporation must respond with a particularized evidentiary showing that the corporation will be substantially prejudiced if the late notice is allowed.” (Newcomb, supra).

43. Thus, Plaintiff must present “some evidence or plausible argument” of a lack of substantial prejudice. Herein, Plaintiff has established that the City had both prior knowledge of the condition of the tree and notice of Plaintiff’s damages after it had fallen.

44. Pursuant to Newcomb, the burden of proofing “substantial prejudice” should then shift to the City, who must somehow prove by “a particularized evidentiary” showing the inapposite.

45. Therefore, it is the City’s burden to produce a “particularized evidentiary showing” that it does suffer from “substantial prejudice” on Plaintiffs’ claim. Due to all the foregoing paragraphs detailing the City’s actual knowledge, both before the tree fell and after, Plaintiff contends that the City would not be able to produce substantiating documents to prove “substantial prejudice”, thereby further illustrating that Plaintiff should be granted leave to submit a late notice of claim.



**WHEREFORE**, it is respectfully requested that the Court grant Plaintiff leave to serve the late notice of claim attached hereto as Exhibit "C", and any other relief which the Court deems just and reasonable.

Dated: March 18, 2024  
Tonawanda, New York



Kevin T. Stocker, Esq.  
*Attorney for Plaintiff*  
2645 Sheridan Drive  
Tonawanda, New York 14150  
Telephone: (716) 832-3006

**CERTIFICATE OF COMPLIANT**  
**PURSUANT TO 22 NYCRR 202.8-B**

The foregoing Affirmation of Kevin Stocker was prepared on a computer.

The total number of words in the Affirmation, inclusive of point headings and footnotes, and exclusive of the caption, the table of contents, table citations, signature block or certificate of compliance, is **2,147**, which complies with the word count limit.

Dated: March 18, 2024  
Tonawanda, NY 14150

  
Kevin T. Stocker, Esq.  
2645 Sheridan Drive  
Tonawanda, NY 14150  
kstockeresq@yahoo.com  
(716)832-3006

EXHIBIT "A"

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NIAGARA

GLENN P. FERRY  
307 Washburn Street  
Lockport, NY 14094

Plaintiff,

**SUMMONS**

vs.

Index No.:

CITY OF LOCKPORT, NEW YORK  
One Lock's Plaza  
Lockport, NY 14094

Defendant.

To the above-named Defendant(s):

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your Answer upon Plaintiff's attorney at the address stated below within twenty (20) days after the personal service of this Summons, exclusive of the day of service, (or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff designates Niagara County as the place of trial. The basis of venue is Plaintiff's residence and/or place of loss.

Dated: Tonawanda, New York  
March 18, 2024

  
Kevin T. Stocker, Esq.  
*Attorney for Plaintiff*  
2645 Sheridan Drive  
Tonawanda, New York 14150  
Telephone: (716) 832-3006  
Fax: (716) 832-3660

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF NIAGARA

---

GLENN P. FERRY

Plaintiff,

**COMPLAINT**

vs.

Index No.:

CITY OF LOCKPORT, NEW YORK

Defendant.

---

Plaintiff, GLENN P. FERRY, by way of his attorney, Kevin T. Stocker, Esq., alleges as follows:

1. GLENN P. FERRY (hereinafter "Plaintiff"), is a resident of Niagara County who currently resides at 307 Washburn Street, Lockport, NY 14094.
2. CITY OF LOCKPORT (hereinafter "City") is the municipal entity for the City of Lockport of Tonawanda in the State of New York, with its operations based out of its city hall located at One Lock's Plaza, Lockport, NY 14094.
3. Plaintiff is the sole owner of the real property at issue, 307 Washburn Street, Lockport, NY 14094 (hereinafter "Property"), which has been his primary residence.
4. On December 23, 2022, at approximately 1:00 p.m., due to City's negligence, a tree owned and maintained by City fell on Plaintiffs' property, causing extensive damage. The City owned, maintained, and was responsible for the tree located in the area between the sidewalk and Washburn Street, directly in front of the Property.
5. Plaintiff previously notified City that said tree was unstable and hanging over the Property such that it would cause substantial damage to said Property if it fell.
6. In addition, Plaintiff informed the City that the tree's condition was deteriorating as it was showing signs that it was partially dead from limbs without annual leaves.

7. Despite Plaintiff's warnings, City never took any action to rectify the dangerous condition, allowing the tree to fall and damage the Property. Said damage included structural damage to roof, siding, and other parts of the home. Defendants' negligence has created a dangerous condition to reside in said home.

8. As a result of the City's negligence, carelessness, and/or recklessness in inspecting and maintaining the tree, Plaintiff's Property suffered damages which are estimated to be in excess of \$60,000.

9. For these reasons, Plaintiff commences the instant civil action to recover damages from Defendants for the damage to the Property, as well as consequential and punitive damages.

### **FIRST CAUSE OF ACTION**

#### **- Negligence -**

10. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "9" as if same were stated herein.

11. The City owned, controlled, and/or maintained the tree located in the area between the sidewalk and Washburn Street, directly in front of the Property

12. The City owed a duty to Plaintiff, as a property owner resident, to exercise reasonable and prudent care in inspecting and/or maintain the City's property, including the tree herein, in a reasonably safe condition, free from known and/or knowable defects, and/or to otherwise take all reasonable and necessary precautions to prevent damage to the property of other, such as Plaintiff.

13. The City breached the aforesaid duties owed to Plaintiff, which caused the tree complained of herein to fall on December 23, 2022 and cause damages to Plaintiff's

Property. The City was under a duty to act to remedy the dangerous condition and address the condition of the tree in a timely fashion after Plaintiff properly notified the City that it was in a dangerous condition.


14. As a result of the breach, Plaintiff has suffered damages from having to repair the Property as a result thereof. The City is the proximate cause of said damages through its negligence, carelessness, and/or recklessness acts or omissions.

15. The City was negligent, careless, and/or reckless by failing to properly inspect, service, maintain, repair, and/or remove the tree. In addition, the City permitted a dangerous condition, of which it has actual notice, to exist, and failed to take adequate steps to prevent the damages under the circumstances.

16. Therefore, Plaintiff pleads a cause of action for negligence due to the City's breach of their duties owed to him and the resulting damages.

**WHEREFORE**, Plaintiff respectfully requests for an award of damages which would include repairing the Property, loss of equity, and any other damages which the court would deem just and reasonable.

Dated: Tonawanda, New York  
March 18, 2024

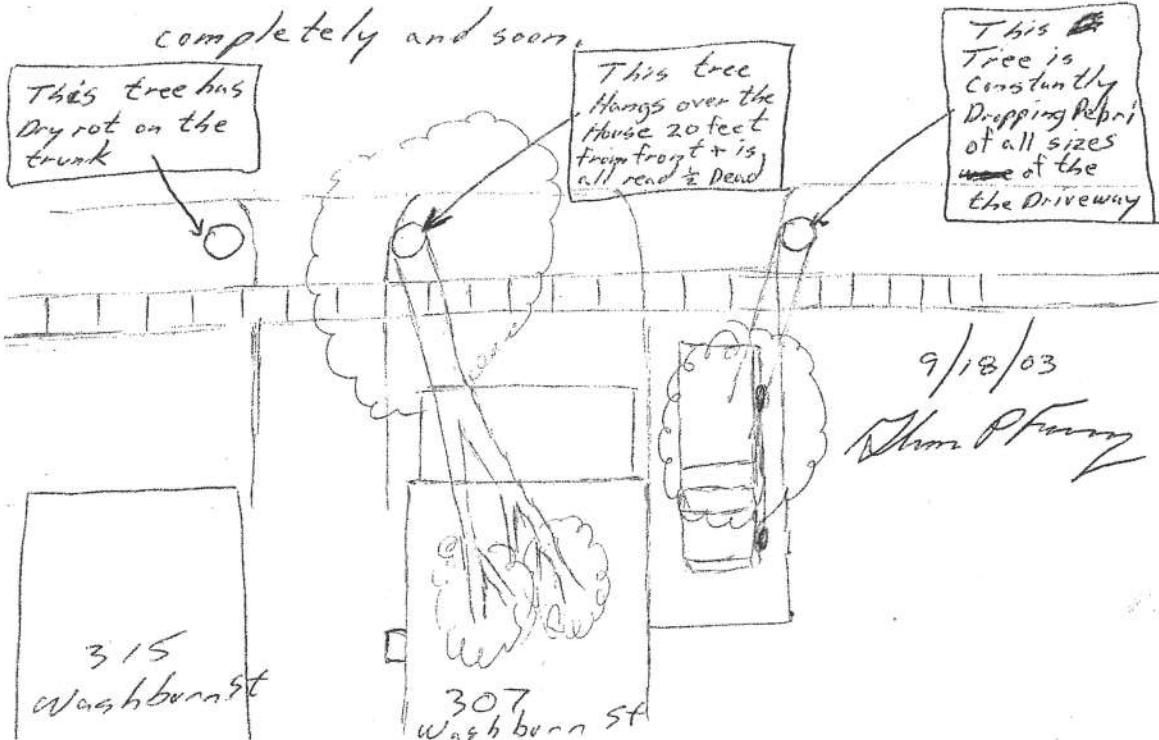
  
Kevin T. Stocker, Esq.  
*Attorney for Plaintiff*  
2645 Sheridan Drive  
Tonawanda, New York 14150  
Telephone: (716) 832-3006  
Fax: (716) 832-3660

**EXHIBIT "B"**





I Glenn Ferry here by notify the City of Lockport of the Less than Healthy conditions of the trees in front and over the top of my house at 307 Washburn street. The conditions of the trees, on city property, between the side walk and street, in front of my house at 307 Washburn street and 315 Washburn street place both my house and 1994 GMC Sierra 1500 Pickup truck, Lisenser Plate BKA-8391, in harms way of any falling Limbs. The Maple tree in the front of 307 Washburn street hangs high over the the ~~the~~ roof of the dwelling as far back as the furnace chimney, Approximately 20 feet Back from the front of the dwelling. In the Event this limb were to fall extensive property damage would occur. It is my belief that these trees should be trimmed or removed completely and soon.



**EXHIBIT "C"**

LAW OFFICE OF  
**KEVIN T. STOCKER, ESQ. PC**  
2645 Sheridan Drive  
Tonawanda, New York 14150  
Telephone: (716) 832-3006 / Fax: (716) 832-3660  
Email: [kstockeresq@yahoo.com](mailto:kstockeresq@yahoo.com)

March 1, 2024

**NOTICE OF CLAIM**

**VIA CERTIFIED MAIL**

Joe Lombardi, III, Mayor  
City of Lockport Mayor's Office  
One Locks Plaza  
Lockport, NY 14094

David E. Blackley, Esq.  
City of Lockport Corporate Counsel  
One Locks Plaza  
Lockport, NY 14094

**Re: Notice of Claim for Glenn P. Ferry  
Property: 307 Washburn Street, Lockport  
D/O/L: 12/23/2022 at approximately 1:00 p.m.**

Dear Mr. Joerg and Mr. Blackley:


The following Notice of Claim is being submitted on behalf of my client, Glenn P. Ferry, who is the sole owner of the real estate known as 307 Washburn Street, Lockport, NY 14094. Said notice pertains the property damage and loss of market value suffered to his property at 307 Washburn Street, Lockport, NY from a tree owned by the City of Lockport. Mr. Ferry had previously notified the City that the tree was unstable and/or hanging over his house such that it would causes substantial damage to his house if it fell. Mr. Ferry has only been made partially whole by his insurance company, and has been advised that his houses sale value is extremely low now due to the damage. The Notice of Claim is set forth as follows:

1. **Name and Address of Claimant:** Glenn P. Ferry ("Claimant"), who resides at 307 Washburn Street, Lockport, NY 14094.
2. **Nature of Claims:** Negligence and Property Damages to the real estate at 307 Washburn Street, Lockport, NY due negligence, careless, recklessness, acts and/or omissions in the failure to address a dangerous condition posed by a large tree, of deteriorated condition, hanging over said property. More particularly, among other things, in failing to property inspect or maintain the three, and failing to adequately respond to claimant's notice of the dangerous condition of the tree, prior to the date in question.

3. **Time, Place & Manner:** Approximately December 23, 2022 at 1:00 p.m., a large, deteriorated tree, owned and maintained by the City of Lockport, fell during a windstorm/snowstorm onto 307 Washburn Street, Lockport, NY, and caused substantial damage to the house.

4. **Items of Damage or Injuries Claimed:** Damages in excess NYS Supreme Court jurisdictional limits.

Respectfully,

  
Kevin T. Stocker  
Attorney for Claimant

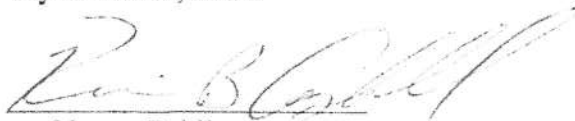
VERIFICATION

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

GLENN P. FERRY, being duly sworn, deposes and says: that deponent is the Claimant in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof; that the same are true to deponent's own knowledge, except as to the those matters therein stated to be alleged on information and belief, and that as to those matters deponents believe them to be true.

  
\_\_\_\_\_  
GLENN P. FERRY

Sworn to before me this 1<sup>st</sup>  
day of March, 2024.

  
\_\_\_\_\_  
Notary Public

KEVIN B. CAMPBELL  
Notary Public, State of New York  
Reg. No. 02CA6305315  
Qualified in Erie County  
Commission Expires June 9, 2026



**RELATED CASES** List any related actions. For Matrimonial cases, list any related criminal or Family Court cases. If none, leave blank. If additional space is required, complete and attach the **RJI Addendum (UCS-840A)**.

| Case Title | Index/Case Number | Court | Judge (if assigned) | Relationship to instant case |
|------------|-------------------|-------|---------------------|------------------------------|
|            |                   |       |                     |                              |
|            |                   |       |                     |                              |
|            |                   |       |                     |                              |
|            |                   |       |                     |                              |

**PARTIES** For parties without an attorney, check the "Un-Rep" box and enter the party's address, phone number and email in the space provided. If additional space is required, complete and attach the **RJI Addendum (UCS-840A)**.

| Un-Rep                   | Parties<br>List parties in same order as listed in the caption and indicate roles (e.g., plaintiff, defendant, 3 <sup>rd</sup> party plaintiff, etc.) | Attorneys and Unrepresented Litigants<br>For represented parties, provide attorney's name, firm name, address, phone and email. For unrepresented parties, provide party's address, phone and email. | Issue Joined<br>For each defendant, indicate if issue has been joined. | Insurance Carriers<br>For each defendant, indicate insurance carrier, if applicable. |
|--------------------------|---|--|--|--|
| <input type="checkbox"/> | Name: Ferry, Glenn P.<br>Role(s): Plaintiff/Petitioner  | KEVIN STOCKER, KEVIN T STOCKER ESQ, 2645 SHERIDAN DR , TONAWANDA, NY 14150, 716-832-3006, kstockeresq@yahoo.com  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    |  |
| <input type="checkbox"/> | Name: City of Lockport, New York<br>Role(s): Defendant/Respondent   | David Blackley, City of Lockport Corporate Counsel, One Locks Plaza, Lockport, NY 14094  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |
| <input type="checkbox"/> | Name:<br>Role(s):   |  | <input type="checkbox"/> YES <input type="checkbox"/> NO               |  |

**I AFFIRM UNDER THE PENALTY OF PERJURY THAT, UPON INFORMATION AND BELIEF, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.**

Dated: 03/22/2024

KEVIN TODD STOCKER

Signature

2388593

KEVIN TODD STOCKER

Attorney Registration Number

Print Name

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE**

-----X  
GLENN P FERRY

Plaintiff/Petitioner,

Index No. E182922/2024

- against -

CITY OF LOCKPORT, NEW YORK

Defendant/Respondent.  
-----X

**NOTICE OF ELECTRONIC FILING  
(Mandatory Case)  
(Uniform Rule § 202.5-bb)**

**You have received this Notice because:**

1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and

2) You are a Defendant/Respondent (a party) in this case.

• **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

• **If you are not represented by an attorney:**

**You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.**

The **benefits of participating in e-filing** include:

- ! serving and filing your documents electronically
- ! free access to view and print your e-filed documents
- ! limiting your number of trips to the courthouse
- ! paying any court fees on-line (credit card needed)

**To register for e-filing or for more information about how e-filing works:**

! visit: <https://iapps.courts.state.ny.us/nyscef/UnRepresentedHome> or  
!contact the Clerk's Office or Help Center at the court where the case was filed. Court  
contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)



To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys  
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile) ; or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [nyscef@nycourts.gov](mailto:nyscef@nycourts.gov)).

Dated: March 22, 2024

Kevin T. Stocker, Esq.  
Name



Law Office of Kevin T. Stocker, Esq., P.C  
Firm Name

2645 Sheridan Drive  
Address

Tonawanda, NY, 14150

(716)832-3006  
Phone

kstockeresq@yahoo.com  
E-Mail

To: CITY OF LOCKPORT, NEW YORK, One Lock's Plaza, Lockport, NY 14094

Index #: E182922/2024



CLAIM

Work ID.

G. Odaab

Inj

51

46

100

one

claim

RECEIVED

March 26<sup>th</sup>, 2024

MAR 26 2024

Customer: Calabro

To Whom it may concern.

CITY CLERK OFFICE

Insured: Calabro

Type of Loss:

Point of Impact:

Owner:

Calabro, Joel  
475 E. Union Street  
Lockport, NY 14094  
(716) 940-9932 Cell

On March 25<sup>th</sup> around 1730 I was driving down Chestnut St. in the city of Lockport. A Branch from a dead tree fell and landed on the front passenger bumper, cracking and ~~bro~~ breaking the bumper. It happened so fast I had no time to stop and ran the branch over. A police report was made with LPD where the officer took pictures of the vehicle, tree and what was left off the branch.

2017 HOND Civic Hatch

VIN: SHHFK7H50HI

License: KUH4771

State: NY

TRANSMISSION

Automatic Transm

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning

The tree itself sits in between the road and sidewalk and is dead, dry rotted and leaning. The officer made a comment she was going to notify the streets department so this tree doesn't fall on a house or kill some one.

Thank You.

\$1439.81 without lift

Joel Calabro - 716-940-9932  
475 East Union St. Lkpt NY 14094

Get live updates at [www.carwise.com/e/4KB7Bx](http://www.carwise.com/e/4KB7Bx)

Note: prior notification 6/29/20 + 7/18/23 - 33 Butler

RECEIVED

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

MAR 26 2024

CITY CLERK OFFICE

In the Matter of the Claim of

Cynthia Cole

- against -

NOTICE OF CLAIM

Village  Town  City  County of

Lockport, NY

TO:  Village  Town  City  County of Lockport, NY

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand against you as follows:

1. The name and post-office address of the claimant and of his/her attorney is:

Claimant

Claimant's Attorney

Cynthia Cole  
31 Butler St  
Lockport, N.Y 14094

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

2. The nature of the claim:

Damage to home due to city tree.  
City was notified via certified letter  
June 2020. Alderman confirmed need to have  
tree removed. The tree is still standing  
as of 3/23/24

3. The time when, the place where and the manner in which the claim arose: The incident occurred on Feb 28, 2024 at or about 12:00  a.m.  p.m.,

31 Butler St. Significant damage to home  
by large tree limbs.

4. The items of damage or injuries claimed are:

Electrical riser, Siding, gutter, soffit \$15044.00  
Estimate Attached. Pictures on demand

That said claim and demand is hereby presented for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.



# Benedict's Contracting Inc

4028 Beebe Road  
 Newfane, NY 14108  
 716-308-6887



## Estimate

Cindy Cole  
 31 Butler St  
 Lockport, NY 14094

|             |                   |                |
|-------------|-------------------|----------------|
| <b>Date</b> | <b>Estimate #</b> | <b>Project</b> |
| 3/5/2024    | 10960             |                |

| Description  | Qty | Rate     | Total    |
|--|-----|----------|----------|
| Remove service wire from meter channel to point of attachment on home  |     |          |          |
| Replace service wire from point of attachment to meter channel   |     |          |          |
| Meter channel riser connection is no longer able to be used. We will replace with new at that time   |     |          |          |
| Install new weather head and straps  |     |          |          |
| Gutter damaged and to be replaced with new seamless gutter, roughly 28 feet long   |     |          |          |
| Remove 3 pieces of siding on East Side of home to replace damaged on front of home, then install new single 8" white vinyl wood grain siding |     |          |          |
| Repair damaged soffit and birds mouth on overhang. Including bending new coil stock, white smooth. Due to the age, it will not match.        |     |          |          |
| Roof inspection to be done to ensure there is no further damage while work is being performed  |     |          |          |
| Labor and materials when paying by credit card   |     | 5,044.00 | 5,044.00 |
| Labor and materials when paying by cash or check \$4,850.  |     |          |          |

RECEIVED  
 MAR 26 2024  
 CITY CLERK OFFICE

We look forward to working with you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

# Benedict's Contracting Inc

4028 Beebe Road  
Newfane, NY 14108  
716-308-6887



## Estimate

Cindy Cole  
31 Butler St  
Lockport, NY 14094

| Date     | Estimate # | Project |
|----------|------------|---------|
| 3/5/2024 | 10960      |         |

| Description | Qty | Rate | Total |
|-------------|-----|------|-------|
|-------------|-----|------|-------|

.....  
This estimate is valid for 14 days and is subject to change thereafter.

By signing, customer agrees to above work being performed, price of all jobs and payment schedule of half down and the rest due upon completion. All deposits are non-refundable.

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

.....  
We look forward to working with you!

|                         |                   |
|-------------------------|-------------------|
| <b>Subtotal</b>         | \$5,044.00        |
| <b>Sales Tax (8.0%)</b> | \$0.00            |
| <b>Total</b>            | <b>\$5,044.00</b> |

NOTE: Prior notification 6/29/20 + 7/18/23 - 33 Butler

RECEIVED

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF Niagara X

MAR 26 2024

In the Matter of the Claim of

CITY CLERK OFFICE

Todd Tinkham

- against-

NOTICE OF CLAIM

Village  Town  City  County of

Lockport, NY

TO:  Village  Town  City  County of Lockport, NY

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand against you as follows:

1. The name and post-office address of the claimant and of his/her attorney is:

Claimant

Claimant's Attorney

33 Butler St Lockport, NY  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

2. The nature of the claim:

House damage do to dead City Tree.  
City advised of dead tree in 6/2020 via certified letter.  
Followed up twice by one alderman stating it would be taken  
care of and removed.

3. The time when, the place where and the manner in which the claim arose: The incident occurred on 2/28, 2024, at or about 12  a.m.  p.m.,

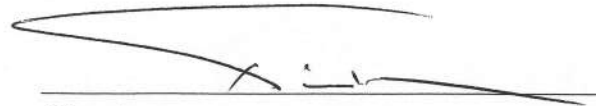
Roof, gutter, siding and porch  
\_\_\_\_\_  
\_\_\_\_\_

4. The items of damage or injuries claimed are:

Roof, gutter, siding and porch  
\_\_\_\_\_  
\_\_\_\_\_

That said claim and demand is hereby presented for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: 3/20, 2024  
Lockport, New York



Signature

Todd Tinkham  
Print Name

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF Orleans     )

I, Todd Tinkham, am the Claimant in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.



Signature

Sworn to before me on this 20  
day of March, 2024.

Mary Grose  
Notary Public

MARY L. GROSE  
Notary Public - State of New York  
No. 01GR6028657  
Qualified in Orleans County 2025  
My Commission Expires Sept. 04, 2025



# Benedict's Contracting Inc

4028 Beebe Road  
 Newfane, NY 14108  
 716-308-6887



## Estimate

Todd Tinham  
 33 Butler St  
 Lockport, NY 14094

|             |                   |                |
|-------------|-------------------|----------------|
| <b>Date</b> | <b>Estimate #</b> | <b>Project</b> |
| 3/5/2024    | 10961             |                |

| Description   | Qty | Rate     | Total    |
|---|-----|----------|----------|
| Remove and replace roughly 25 feet of seamless gutter with one outside corner   |     |          |          |
| Replace damaged fascia trim metal. If wood under metal is damaged and needs replacement, additional costs will occur    |     |          |          |
| Replace damaged drip edge on roof   |     |          |          |
| Shingles are damaged in the corner as well and need replacement. The new shingles will not be an exact match due to age |     |          |          |
| If sheeting is damaged, additional costs will occur   |     |          |          |
| Repair corner of siding and down spouts   |     |          |          |
| Replace cap metal on front porch railing as there is damage to them   |     |          |          |
| Labor and materials when paying by credit card  |     | 3,832.00 | 3,832.00 |
| Labor and materials when paying by cash or check  |     |          |          |
| \$3,685   |     |          |          |

RECEIVED

MAR 26 2024

CITY CLERK D. FIORE

This estimate is valid for 14 days and is subject to change thereafter.

We look forward to working with you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

# Benedict's Contracting Inc

4028 Beebe Road  
Newfane, NY 14108

716-308-6887



## Estimate

Todd Tinham  
33 Butler St  
Lockport, NY 14094

| Date     | Estimate # | Project |
|----------|------------|---------|
| 3/5/2024 | 10961      |         |

| Description  | Qty | Rate | Total |
|--|-----|------|-------|
| By signing, customer agrees to above work being performed, price of all jobs and payment schedule of half down and the rest due upon completion.<br>All deposits are non-refundable. |     |      |       |

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

We look forward to working with you!

|                         |                   |
|-------------------------|-------------------|
| <b>Subtotal</b>         | \$3,832.00        |
| <b>Sales Tax (8.0%)</b> | \$0.00            |
| <b>Total</b>            | <b>\$3,832.00</b> |

# Employee Anniversary Report

April

| Employee  | Primary Department     | Date       | Years |
|---|------------------------|------------|-------|
| 1002 McNamara, Dennis                                   | Water Filtration       | 04/04/2003 | 21    |
| 1162 Schubring, Kristin M                               | Finance Department     | 04/03/2008 | 16    |
| 1050 Haenle, Mark J II                                  | Public Works           | 04/14/2008 | 16    |
| 1136 Stroud, Michael P                                  | Police Department      | 04/18/2018 | 6     |
| 1229 Aldrich, Raymond M <i>Heavy Equipment operator</i> | Public Works           | 04/15/2019 | 5     |
| 1478 Licata, Courtney L                                 | Police Department      | 04/05/2022 | 2     |
| 1480 Salerno, John N                                    | Waste Water Department | 04/25/2022 | 2     |
| 1519 Stoddard, Emily A                                  | City Clerk's Office    | 04/24/2023 | 1     |
| Total Employees 8                                       |                        |            |       |



Department of  
Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

FRANK P. CIRILLO, SR/WA  
Regional Director

January 16, 2024

Mayor John Lombardi III  
Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094

**RE: SECTION 4(F) CONCURRENCE REQUEST  
NY ROUTE 78 (TRANSIT RD) HIGHWAY REHABILITATION  
TOWNS OF AMHERST, LOCKPORT, PENDLETON, CITY OF LOCKPORT  
ERIE AND NIAGARA COUNTY  
PIN 5209.68**

Dear Mayor Lombardi:

The New York State Department of Transportation (NYSDOT) is in the preliminary design phases of the above-referenced, federally funded transportation project to rehabilitate NY Route 78 between Millersport Highway and Summit Street. The project proposes improvements to the roadway, pedestrian facilities and deficient drainage along the route.

The project proposes the reconstruction of an existing sidewalk and a new ADA compliant curb ramp along the eastern side of NY Route 78 (Transit Road) directly in front of Childrens Memorial Park. This reconstruction will require the permanent acquisition (FEE) of approximately 1997 square feet of Right-of-Way (ROW) from Childrens Memorial Park (see enclosure). The acquisition will not interfere with park activities and access to the park will remain open throughout the duration of construction activities. **The acquisition of public parkland for use in transportation projects is regulated by Section 4(f) of the US Department of Transportation Act of 1966 (Act).** Furthermore, the 2005 revision of the Act established procedures for states to acquire minor amounts of ROW through Eminent Domain Procedure Law from public parklands as a *de minimis* use.

NYSDOT will be requesting that the Federal Highway Administration (FHWA) consider this action be considered a *de minimis* use. As regulated under Section 4(f), and as part of the *de minimis* determination, NYSDOT must obtain a letter from the Official with Jurisdiction and solicit public comment on the 4(f) action before obtaining *de minimis* concurrence from FHWA.

As the rightful owner of the property, the City of Lockport is considered the Section 4(f) Official with Jurisdiction. **After the City has reviewed this action and allowed the public an opportunity for comment\*\*, NYSDOT respectfully requests an "Official with Jurisdiction" letter stating whether the City agrees or disagrees with the *de***

Mayor John Lombardi III  
PIN 5209.68  
January 16, 2024  
Page 2 of 2

**minimis determination.** If the City agrees with the action (FEE acquisition) and the *de minimis* determination, NYSDOT asks that the City provide a letter to NYSDOT with the following text included:

*"The City of Lockport has no objections to the de minimis determination of the proposed action (acquisition of approximately 1997 square feet of ROW) from Childrens Memorial Park and that this action will not adversely impact the activities, features, and attributes that qualify this property (Childrens Memorial Park) for protection under the Department of Transportation Act of 1966, Section 4(f)."*

This letter is required for NYSDOT to move forward with consultation with FHWA and to progress the project. If you have any questions regarding Section 4(f) requirements or need additional information, please contact me by phone at (716) 855-7035, or via email at [Jennifer.Reusch@dot.ny.gov](mailto:Jennifer.Reusch@dot.ny.gov).

Sincerely,



for Melissa J Bender  
Regional Cultural Resource Coordinator

JLR/MJB/MPJ/  
Enclosure

cc: Matthew M. Seymour, P.E., Area Engineer, FHWA, NY Division (w/encl)  
Scott C McKay, P.E., Asst. Regional Design Engineer, NYSDOT R-5 (w/o encl)  
Michael P. Jurkowski, Regional Environment Contact, NYSDOT R-5 (w/o encl)  
Christopher P. Caracillo, Cultural Resource Specialist, NYSDOT R-4 (w/o encl)

\*\* A municipality may satisfy this requirement by discussing the proposed acquisition and *de minimus* determination at a Board Meeting open to the public, or similar.

cityclerk@lockportny.gov

---

**From:** Steven Pump <spump@lockportny.gov>  
**Sent:** Monday, February 26, 2024 9:35 PM  
**To:** 'City Clerk'  
**Subject:** FW: [EXTERNAL] Attn: NYS Department of Transportation Property Acquisition  
**Attachments:** 5209.68\_doc\_env\_ltr\_4(f) Park\_De Minimis request to town.pdf; 520968\_loc\_env\_map\_Park FEE Map (a).pdf; 520968\_loc\_env\_map\_Park FEE Map (b).pdf

Hello Sarah,

Please see the attached documents that the NYS Department of Transportation sent over for the proposed property acquisition on the east side of Transit Road between Lincoln Avenue and Lincoln Drive. The New York State Department of Transportation (NYSDOT) is in the preliminary design stages of a highway rehabilitation project along NY Route 78 (Transit Road) in the City of Lockport and Towns of Amherst and Pendleton. In order to complete the full scope of work, a permanent acquisition (FEE) at Childrens Memorial Park (between Lincoln Avenue and Lincoln Drive) will be required. The permanent acquisition (FEE) would include approximately 1,997 square feet to include the existing sidewalk and curb ramp, which will be reconstructed to comply with current standards set forth by the Americans with Disabilities Act (ADA). The acquisition of public parkland for use in transportation projects is regulated by Section 4(f) of the US Department of Transportation Act of 1966 and requires approval from the Section 4(f) Official with Jurisdiction.

Therefore, the NYSDOT requests a letter whether the City of Lockport agrees or disagrees with the permanent acquisition.

In the letter that they provided, they stated that the public shall have an opportunity to comment. With that being said, would you be able to call for the public hearing at the March 13<sup>th</sup> council meeting, followed up with the actual public hearing on March 28<sup>th</sup>?

Thank you.



**Steven P. Pump**  
**Director of Engineering**  
1 Locks Plaza  
City of Lockport, NY 14094  
Office: 716 439 6758  
Cell: 716 998 0996  
Email: [spump@lockportny.gov](mailto:spump@lockportny.gov)

---

**From:** Reusch, Jennifer L (DOT) [mailto:Jennifer.Reusch@dot.ny.gov]  
**Sent:** Friday, February 9, 2024 2:40 PM  
**To:** spump@lockportny.gov  
**Cc:** D'Alfonso, Mario (DOT) <Mario.DAlfonso@dot.ny.gov>; Shastri, Nirali (DOT) <Nirali.Shastri@dot.ny.gov>; Jurkowski, Michael (DOT) <Michael.Jurkowski@dot.ny.gov>  
**Subject:** [EXTERNAL] Attn: NYS Department of Transportation Property Acquisition

Good Afternoon Steven,

I am following up on a message I left with the Engineering Department and the Highways & Parks Department regarding a NYSDOT highway rehabilitation project along Transit Road in the City of Lockport. The email below and attachments were originally sent to the City of Lockport through the *info* email address listed on the City's website. I don't know if your Office or Highways & Parks received the original request. Would you please take a look at the request below and attachments, or forward to the appropriate department office?

---

The New York State Department of Transportation (NYSDOT) is in the preliminary design stages of a highway rehabilitation project along NY Route 78 (Transit Road) in the City of Lockport and Towns of Amherst and Pendleton. In order to complete the full scope of work, a permanent acquisition (FEE) at Childrens Memorial Park will be required. The FEE would include approximately 1,997 square feet to include the existing sidewalk and curb ramp, which will be reconstructed to comply with current standards set forth by the Americans with Disabilities Act (ADA). The acquisition of public parkland for use in transportation projects is regulated by Section 4(f) of the US Department of Transportation Act of 1966 and requires approval from the Section 4(f) Official with Jurisdiction. The NYSDOT therefore respectfully requests a letter whether the City of Lockport agrees or disagrees with the permanent acquisition.

Please see that attached letter and enclosures for additional information.

Feel free to reach out with any further questions or comments.

Thank you,  
Jennifer

**Jennifer Reusch**  
Environmental Specialist 1

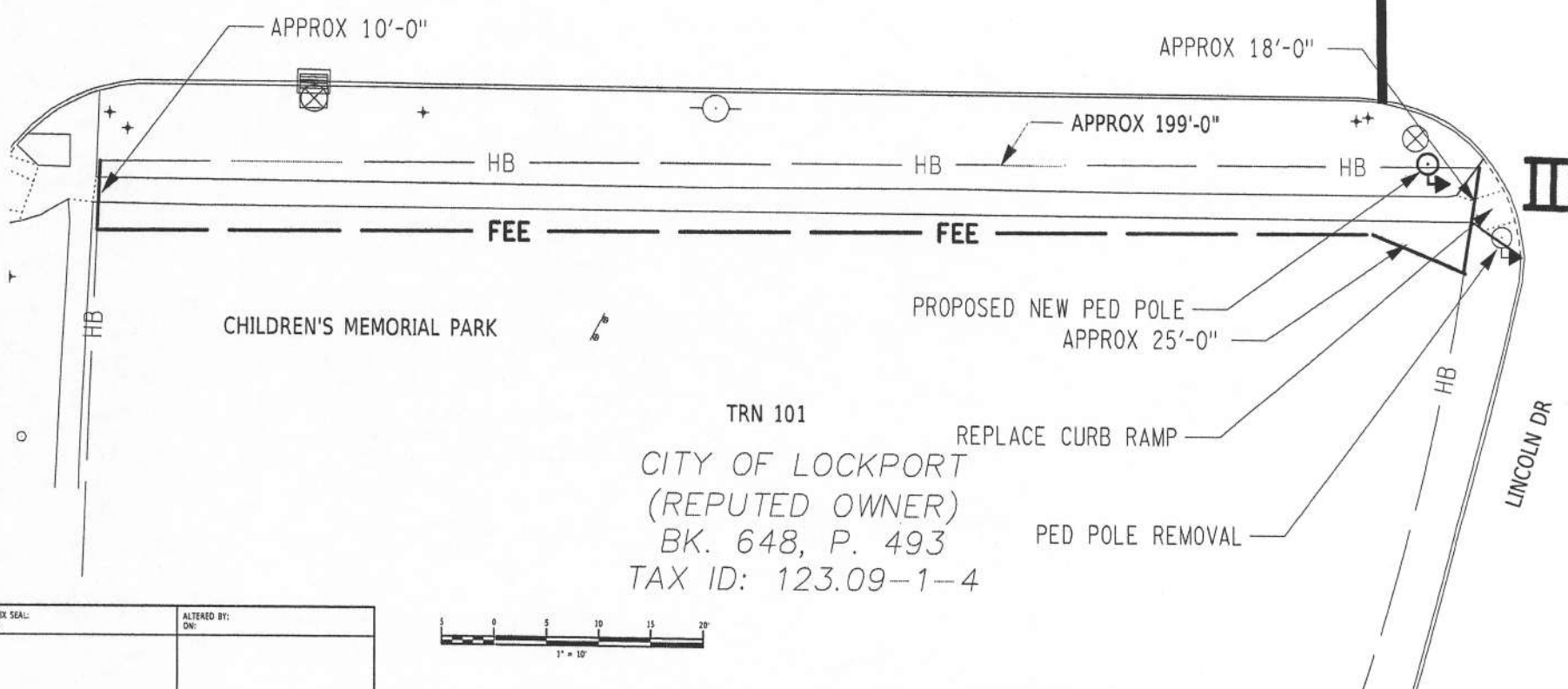
**New York State Department of Transportation**  
100 Seneca Street, Buffalo, NY 14203  
(716) 855-7035 phone  
[Jennifer.Reusch@dot.ny.gov](mailto:Jennifer.Reusch@dot.ny.gov)

NOTE: ACQUIRING THE ENTIRE LENGTH OF SIDEWALK IN FRONT OF CHILDREN'S MEMORIAL PARK IS PENDING SHPO'S EVALUATION. IF ACQUISITION AREA EXCEEDS THRESHOLD, FEE WILL BE SHORTENED TO ONLY INCLUDE A TRIANGULAR AREA AT THE SE CORNER OF NY 78 AND LINCOLN DR TO REPLACE SIDEWALK RAMP AND INSTALL NEW PED POLE.

PROJECT MANAGER  
CHECK  
CHECK  
DESIGN  
JOB MANAGER

DESIGN SUPERVISOR

NY ROUTE 78 (TRANSIT RD)



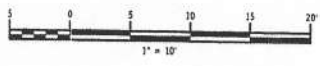
CHILDREN'S MEMORIAL PARK

TRN 101  
CITY OF LOCKPORT  
(REPUTED OWNER)  
BK. 648, P. 493  
TAX ID: 123.09-1-4

PROPOSED NEW PED POLE  
APPROX 25'-0"

REPLACE CURB RAMP

PED POLE REMOVAL



|                    |                    |
|--------------------|--------------------|
| AFFIX SEAL:<br>DN: | ALTERED BY:<br>DN: |
|                    |                    |

|   |  |             |         |          |   |                 |
|---|--|-------------|---------|----------|---|-----------------|
| AS-BUILT REVISIONS<br>DESCRIPTION OF ALTERATIONS: | NY ROUTE 78 (SH 502)                         | PIN 5209-08 | BRIDGES | CULVERTS | ALL DIMENSIONS IN IT UNLESS OTHERWISE NOTED | CONTRACT NUMBER |
|   | ERIE COUNTY LINE TO LOCKPORT SOUTH CITY LINE |             |         |          | TAKE LINE MEETING TRN 101                   | DRAWING NO.     |
|   | TOWNS OF LOCKPORT & PENDLETON                |             |         |          | LINCOLN DR. & TRANSIT RD<br>SE CORNER       | SHEET NO. 9     |
| CITY OF LOCKPORT                                  | COUNTY: ERIE                                 | REGION: 03  |         |          |   |                 |

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



FILE NAME = TAKE LINE UPDATED, SHEET 9.dgn  
DATE PLOTTED = 12-25-2010  
USER = DUTTOURAKI



RESOLUTION AUTHORIZING THE SUBMITTAL OF A  
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION AND THE EXECUTION  
OF RELATED DOCUMENTS

**WHEREAS**, the New York State Community Development Block Grant Program provides funding to communities under the Microenterprise Program to undertake activities that focus on community development needs such as creating or expanding job opportunities, and

**WHEREAS**, the City of Lockport (the "City") desires to partner with The Greater Lockport Development Corporation ("GLDC") as a subrecipient to apply to the New York State Office of Community Renewal ("OCR") for \$300,000 for eligible Microenterprise activities which will provide grants to eligible businesses (including startup and existing) for working capital, equipment, etc., and

**WHEREAS**, the City has held a public hearing to obtain citizens' views regarding the CDBG program as administered by OCR and regarding the proposed microenterprise program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized to submit a grant application in the amount of \$300,000, such amount to be used to provide business grants and fund the costs of grant administration and program activities, and be it further

**RESOLVED**, that the Mayor is hereby designated as the Environmental Certifying Officer for the purposes of complying with the applicable federal environmental review requirements for the OCR grant, and be it further

**RESOLVED**, that the Mayor is hereby authorized to execute the OCR grant agreement and all related documents associated with the OCR grant, including agreements with GLDC relating to the use and administration of the grant funds, subject to review and approval by the City Attorney.

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 March 20, 2024 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 implement a microenterprise assistance program. A summary of the CDBG program will be presented at the public hearing as well as detail regarding the proposed microenterprise program. 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](mailto:hpeck@lockportdevelopment.org) using the subject line "Public Hearing". Written comments must be submitted no later than 4:00 p.m. on March 20, 2024.

**Deputy City Clerk**

---

**From:** cityclerk@lockportny.gov  
**Sent:** Friday, April 5, 2024 9:04 AM  
**To:** Emily Stoddard  
**Subject:** FW: [EXTERNAL] May 11 Lockport Rotary Hike & Bike Event

**From:** David Kinyon <davidkinyonlkpt@gmail.com>  
**Sent:** Friday, April 5, 2024 7:42 AM  
**To:** cityclerk@lockportny.gov  
**Subject:** Re: [EXTERNAL] May 11 Lockport Rotary Hike & Bike Event

Sarah,  
The Rotary Club is requesting that on the morning of Saturday, May 11 from 10 am - 12 Noon traffic be blocked off on Market Street, from the intersection with Chestnut Street to the intersection with Exchange Street, and that hazard cones be placed along the south side only of Cold Springs Road Bridge. Please place three large garbage cans at the Rotary Pavilion at the intersection of Market & Adam Streets and arrange to have the restrooms at that site open to the public, from 10 am - 2 pm.  
Thank you,  
Dave

On Thu, Apr 4, 2024 at 11:11 AM <cityclerk@lockportny.gov> wrote:

*David,*

*Good morning! I hope that this email finds you well. I wanted to confirm, do you need any area's to be blocked off or any additional items provided? (garbage cans etc) – just let me know!*

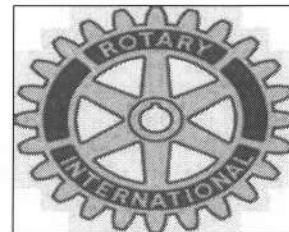
*Thank you,  
Sarah*

**From:** David Kinyon <davidkinyonlkpt@gmail.com>  
**Sent:** Wednesday, April 3, 2024 11:10 AM  
**To:** cityclerk@lockportny.gov  
**Subject:** [EXTERNAL] May 11 Lockport Rotary Hike & Bike Event

Sarah,



**ROTARY CLUB OF LOCKPORT  
Box 1199  
Lockport, NY 14095**



**March 19, 2024**

**Mayor John Lombardi II & Members of the Common Council  
Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094**

**Dear Mayor Lombardi and Common Council Members:**

**With the support of the City of Lockport, the Lockport Rotary Club is pleased with the progress of the Rotary Pavilion on the Erie Canal, as well as the other improvements that have been on the Market Street Trail. To date, the investments by Rotary have resulted in the installation of attractive benches and waste receptacles along the 3/4 mile section between Market Street and the Erie Canal, from Scalzo Park to the intersection with Vine Street.**

**To celebrate these improvements, the Lockport Rotary Club would like to invite members of nearby Rotary Clubs in Erie and Niagara Counties for a Hike & Bike Event on Saturday, May 11 from 11 am – 2 pm. The proposed Hike & Bike Event would begin at Cornerstone Ice Arena; hikers would proceed by foot along the existing walkway along the Market Street Trail to the Rotary Pavilion at Market and Adam Streets, while cyclists would continue along a 2 mile loop east on Market Street to Cold Springs Road, returning on the Canalway Trail on the north side of the canal to the Exchange Street Lift Bridge, ending at the Pavilion, where refreshments will be served.**

**The Lockport Rotary Club requests permission to conduct the Hike & Bike Event, which is expected to attract approximately 50 attendees. Thank you for your consideration of our request.**

**Sincerely,**

**David Kinyon  
Member, Lockport Rotary Club  
716-638-1119**

Special Use Permit

Revocable Permit

Name: James E. Spry III

Phone: 716-531-6764

Address: 54 Beattie Avenue, Lockport, New York 14094

Email: spry52@msn.com

Property Address: 54 Beattie Avenue, Lockport, NY 14094

Existing Zoning: R-1

Description of proposed action: Request for a special use permit to harbor 4 hens on the property.

Please do not write below this line (office use only) \_\_\_\_\_

**Building Inspection**

Planning Board App. Received: 3/26/2024

Planning Board Meeting Date: 4/1/2024

**Corporation Counsel**

Approval: \_\_\_\_\_

**City Clerk**

Call for Public Hearing: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

**Common Council**

Sponsor of Resolution: \_\_\_\_\_



**Thunderwolves Baseball, LLC**  
**Niagara County Community College Athletics**  
**3111 Saunders Settlement Rd.**  
**Sanborn, NY 14132**

Dear Sirs/City of Lockport;

Thunderwolves Baseball, LLC (youth baseball program supported by the athletic staff at Niagara County Community College) will be hosting the 2024 Youth Baseball Tournaments in Niagara County again this summer. We would like to request the use of the 90' baseball field at Outwater Park for the following (Friday-Sunday) dates to assist us in support of these events.

Friday, May 24 – Sunday, May 26

Friday May 31 – Sunday, June 2

Friday June 7 – Sunday, June 9

Friday, June 14 – Sunday, June 16

Friday, June 21 – Sunday, June 23

Friday, June 28 – Sunday, June 30

Friday, July 12 – Sunday, July 14

Friday, July 19 – Sunday, July 21

Friday, July 26 – Sunday, July 28

We are continually driven to maintain and bring youth sporting events in support of the region.

If you require any additional information please feel free to contact:

Jeff Ziemecki – Phone (716)908-2361 Email: jeffziemecki@gmail.com

Thank you for support and consideration again this year;

*Jeff Ziemecki*

Thunderwolves Baseball, LLC  
President of Baseball Operations

*Copy For SARAH LANZO*

ADDITIONAL GAMES AT OUTWATER PARK NIAGARA THUNDERWOLVES 2024

MAY 24 615

MAY 25 9AM 1130 2PM

MAY 26 9AM 1130 2PM

JUNE 1 9AM 1130 2PM 430 PM

JUNE 2 9AM 1130 2PM

JUNE 8 9AM 1130 2PM

JUNE 9 9AM 1130 2PM

JUNE 15 9AM 1130 2PM

JUNE 16 9AM 1130 2PM

*Contacts: Jeff Ziemacki - Thunderwolves  
716-908-2361*

*David Davidson - Capt umpires  
716-820-0974*



## THUNDERWOLVES BASEBALL AT OUTWATER PARK 2024

SARAH LANZO, CLAYTON DIMMICK AND SCOTT CERCONI

06/22 9 1130 2PM

06/23 9 1130 2PM

06/29 9 1130 2PM 430 PM

6/30 9 1130 2PM

07/19 615 PM

07/20 9 1130 2PM 430PM

07/21 9 1130 2PM

07/26 4 615PM

07/27 9 1130 2 430

07/28 9 1130 2PM

CONTACT: Thunderwolves - JEFF Ziemacki 716-908-2361  
Lockport umpires = DAVE DAVIDSON - 716-870-0974





## ADDITIONAL REMARKS SCHEDULE

|                                    |                             |   |
|------------------------------------|-----------------------------|---|
| AGENCY<br><b>Lawley, LLC</b>       | License # 1009544           | NAMED INSURED<br><b>Thunderwolves Baseball LLC</b><br>669 Sara Ct<br>Lewiston, NY 14092 |
| POLICY NUMBER<br><b>SEE PAGE 1</b> |                             |   |
| CARRIER<br><b>SEE PAGE 1</b>       | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>   |

## ADDITIONAL REMARKS

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

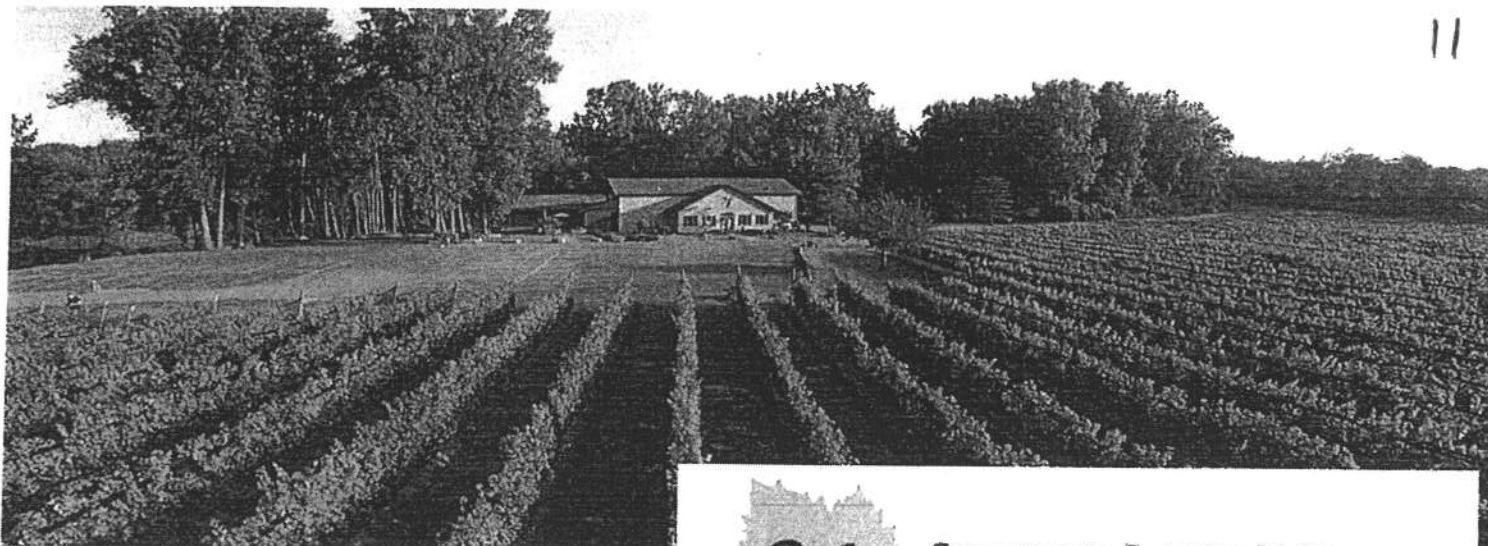
When required by executed written contract the following endorsements apply:

## General Liability:

CG 1078N (01-14) SPECIALTY SOLUTIONS - GENERAL LIABILITY PAK

## Automobile:

CG 1078N (01-14) SPECIALTY SOLUTIONS - GENERAL LIABILITY PAK



**SPRING LAKE WINERY**  
AT VARALLO VINEYARDS

To whom it may concern,

Spring Lake Winery would like permission to erect a banner at least 17' from the ground across East Avenue at Davison Road to promote our Father's Day Car Show on June 16th 2024. The banner is to be Displayed from June 1, 2024 thru June 16th 2024 or based on a schedule approved by the City Clerk. Spring Lake Winery has attached a certificate of insurance naming the City of Lockport as additional insured.

**Sincerely,**

Tamre Varallo  
Winery Owner

716 439-5253  
7373 Rochester Road  
Lockport, New York 14094

[info@springlakewinery.com](mailto:info@springlakewinery.com)  
[www.sringlakewinery.com](http://www.sringlakewinery.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2024

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

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

|  |  |                             |               |
|--|--|-----------------------------|---------------|
| <b>PRODUCER</b><br>KATHLEEN MCCOLLUM INSURANCE AGENCY<br>AGENCY INC.<br>10225 MAIN ST, SUITE 1<br>CLARENCE, NY 14031 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 716-204-9093 | FAX (A/C, No): 716-204-9705 |               |
|  | <b>E-MAIL ADDRESS:</b>                                     |                             |               |
| <b>INSURED</b> SPRING LAKE WINERY LLC<br>VARALLO VINEYARDS LLC<br>7373 ROCHESTER ROAD<br>LOCKPORT, NY 14094-1627     | <b>INSURER(S) AFFORDING COVERAGE</b>                       |                             | <b>NAIC #</b> |
|  | INSURER A: FARM FAMILY CASUALTY INS. CO.                   |                             | 120           |
|  | INSURER B:   |                             |               |
|  | INSURER C:   |                             |               |
|  | INSURER D:   |                             |               |
| INSURER E:   |  |                             |               |
| INSURER F:   |  |                             |               |


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

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS   |
|----------|---|------------------------------|----------|---------------|--------------------------|--------------------------|--|
| A        | COMMERCIAL GENERAL LIABILITY  | X                            | X        | 3101X3560     | 06/29/2023<br>06/29/2024 | 06/29/2024<br>06/29/2025 | EACH OCCURRENCE \$ 1,000,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                |                              |          |               |                          |                          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                 |
|          | <input checked="" type="checkbox"/> WINERY  |                              |          |               |                          |                          | MED EXP (Any one person) \$ 5,000                                    |
|          | <input checked="" type="checkbox"/> LIQUOR LIABILITY  |                              |          |               |                          |                          | PERSONAL & ADV INJURY \$ 1,000,000                                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                              |          |               |                          |                          | GENERAL AGGREGATE \$ 2,000,000                                       |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC     |                              |          |               |                          |                          | PRODUCTS - COMPI/OP AGG \$ 2,000,000                                 |
|          | OTHER:  |                              |          |               |                          |                          | \$   |
| A        | AUTOMOBILE LIABILITY  |                              |          | 3101C1186     | 09/01/2023<br>09/01/2024 | 09/01/2024<br>09/01/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                     |
|          | <input type="checkbox"/> ANY AUTO   |                              |          |               |                          |                          | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS                 |                              |          |               |                          |                          | BODILY INJURY (Per accident) \$                                      |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                              |          |               |                          |                          | PROPERTY DAMAGE (Per accident) \$                                    |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR  |                              |          |               |                          |                          | EACH OCCURRENCE \$   |
|          | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  |                              |          |               |                          |                          | AGGREGATE \$   |
|          | DED <input type="checkbox"/> RETENTION \$   |                              |          |               |                          |                          | \$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                              |          | 3102W6983     | 06/29/2023<br>06/29/2024 | 06/29/2024<br>06/29/2025 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                   | Y/N <input type="checkbox"/> | N/A      |               |                          |                          | E.L. EACH ACCIDENT \$ 100,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |                              |          |               |                          |                          | E.L. DISEASE - EA EMPLOYEE \$ 100,000                                |
|          |   |                              |          |               |                          |                          | E.L. DISEASE - POLICY LIMIT \$ 500,000                               |

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>CITY OF LOCKPORT<br>ONE LOCKS PLAZA<br>LOCKPORT NY 14094 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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March 28, 2024

To:

Sarah Lanzo  
Office of the City Clerk  
One Locks Plaza  
Lockport, NY 14094

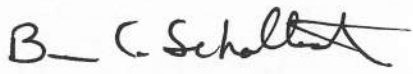
From:

Brian Scholtisek- Representing Niagara Phillies Baseball  
MUNY MSBL Baseball League – Ralph Proulx Commissioner

Please see the attached requested schedule for usage of the Regulation Baseball Field at Outwater Park. Games during the week typically start at 6PM with arrival time of 5PM. We have included one Sunday date in which we know that the field is available on July 7 for our All Star game which we first implemented in 2023. We are expanding our All Star format this year to 2 games for all Age Divisions in our league with arrival time of 9AM and ending time of 5PM.

Thank you for you continued consideration of our league games at your facility.

Sincerely,



Brian C. Scholtisek: 516 445-7239

|           |        |   |
|-----------|--------|---|
| Wednesday | 29-May |   |
| Thursday  | 30-May |   |
| Monday    | 3-Jun  |   |
| Monday    | 10-Jun |   |
| Wednesday | 12-Jun |   |
| Thursday  | 13-Jun |   |
| Wednesday | 19-Jun |   |
| Thursday  | 20-Jun |   |
| Monday    | 24-Jun |   |
| Monday    | 1-Jul  |   |
| Tuesday   | 2-Jul  |   |
| Sunday    | 7-Jul  | All star games starting at 9:30 AM Arrival time 8:30 AM; 9 inning games |
| Monday    | 8-Jul  |   |
| Wednesday | 10-Jul |   |
| Thursday  | 11-Jul |   |
| Monday    | 15-Jul |   |
| Wednesday | 17-Jul |   |
| Thursday  | 18-Jul |   |
| Wednesday | 24-Jul |   |
| Monday    | 29-Jul |   |

All games during the week will start at 6PM with arrival time at 5PM; 7 inning games





| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED          | AGENT NO. |
|---|--|------------------------|-----------|
| OVE-0000020-00                                  | 03/21/2024   | MUNY AA - Buffalo MSBL |           |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

1.  Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

1. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
2. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
3. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

2. With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

Sponsors

Co- Promoters

Any individual person(s) or organization(s) listed below:

- COACHES, OFFICIALS AND VOLUNTEERS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED.

This endorsement shall not increase the applicable Limits of insurance shown in the declarations.

CG GL CW 0128 (12 20)

**AUTHORIZATION FOR REPRESENTATIVE TO EXECUTE GRANT AGREEMENT  
CITY OF LOCKPORT  
SANITARY SEWER SYSTEM EVALUATION (EPG#130135)**

**WHEREAS**, City of Lockport (hereinafter the "City") desires to accept the New York State Environmental Facilities Corporation (NYS EFC) Engineering Planning Grant (EPG) #130135; and

**WHEREAS**, the City proposes to conduct a Sanitary Sewer System Evaluation under NYS EFC EPG #130135; and

**WHEREAS**, the City intends to work with Hunt Engineering, Architects, Land Surveyors & Landscape Architect D.P.C., Contact Tim Steed, 100 Hunt Center, Horseheads, NY 14845; and

**WHEREAS**, the primary purpose of this grant will be to evaluate the City's Collection System Inflow and Infiltration (I&I) issues and excess flow experienced at the Wastewater Treatment Plan (WWTP) during intense storm events and seasonal thaw.

**NOW, THEREFORE, BASED ON SUCH REVIEW AND CONSIDERATION, BE IT RESOLVED** by the City of Lockport Common Council that the Mayor is hereby authorized to execute an EPG Agreement with the NYS EFC and any and all other contracts, documents, and/or instruments necessary to facilitate the EPG project referenced herein and to fulfill the City of Lockport's obligations thereunder.

I, \_\_\_\_\_, do hereby certify that the resolution was passed at a meeting of the City of Lockport Common Council held on \_\_\_\_\_, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

\_\_\_\_\_  
Signature

Official Seal of Municipality

**AUTHORIZATION AND APPROPRIATION OF LOCAL MATCH  
CITY OF LOCKPORT  
SANITARY SEWER SYSTEM EVALUATION (EPG#130135)**

**WHEREAS**, City of Lockport (hereinafter the "City") proposes to conduct a Sanitary Sewer System Evaluation under New York State Environmental Facilities Corporation Engineering Planning Grant (NYS EPG) #130135; and

**WHEREAS**, the NYS EPG requires a local match equal to 20 percent of the requested grant amount in cash and/or in-kind services; and

**NOW, THEREFORE, BASED ON SUCH REVIEW AND CONSIDERATION, BE IT RESOLVED** by the City's Common Council that the City hereby authorizes and appropriates a minimum 20% local match as required by the NYS EPG Program for the City's Sanitary Sewer System Evaluation in the amount of \$10,000 and based upon the total EPG Grant award of \$50,000.

**BE IT FURTHER RESOLVED**, the source of the local match, and any amount in excess of the required match, shall be provided by the City's general fund and/or in-kind services as needed.

I, \_\_\_\_\_, do hereby certify that the resolution was passed at a meeting of the City of Lockport Common Council held on \_\_\_\_\_, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

\_\_\_\_\_  
Signature

Official Seal of Municipality