

**CITY OF LOCKPORT**  
**COMMON COUNCIL MEETING AGENDA**  
**REGULAR MEETING**  
**April 24th, 2024**  
**6:00 P.M.**

**5:30 P.M.** Committee of the Whole Meeting

**6:00 P.M.** Common Council Meeting

**ROLL CALL**

**APPROVAL OF MINUTES**      **Fogle:**      Approve Common Council minutes of  
042424.1      April 10<sup>th</sup>, 2024

**PUBLIC HEARING**      Special Use Permit 54 Beattie Avenue

**COMMUNICATIONS**

**MOTIONS &  
RESOLUTIONS**

**Craig:**      Approve bills and payrolls  
042424.2

**Craig:**      Approve bills – Community Development  
042424.3      escrow account

**xxxx:**      Resolution to renew contract with Municipal  
042424.4      Solutions

**Kirchberger:** Lockport in Bloom Garden Walk 2024  
042424.5

**xxxx:**      Grant Permission to Lockport Wildcats for 2024  
042424.6      Season

**xxxx:**      Grant Permission to Niagara Celtic to erect  
042424.7      Banner to promote 2024 Celtic Festival

**xxxx:**      Grant permission to the VFW to hold Memorial  
042424.8      Day Parade on May 26, 2024

**xxxx:**      Authorization of Additional Funds for  
042424.9      Mayor's Office Budget Line

**xxxx:**      Call for Public Hearing on the proposed  
042424.10      Comprehensive Plan to be held May 15, 2024

**xxxx:**      Fair Housing Officer  
042424.11

## ADJOURNMENT

**Fogle:** Adjourn meeting to May 8<sup>th</sup>, 2024  
042424.12

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

Lockport Municipal Building

Regular Meeting  
Official Record

April 24th, 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 April 10<sup>th</sup>, 2024 are hereby approved as printed in the Journal of Proceedings. Ayes \_\_\_\_\_. Carried.

**PUBLIC HEARING**

The Mayor announced a public hearing on a request for a Special Use Permit to harbor hens on the property at 54 Beattie Avenue, Lockport, NY.

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

Recess for public input.

The Mayor closed the public hearing.

**FROM THE MAYOR**

**Appointments:**

4/9/2024 Daniel Cavallari, 407 East Avenue has been appointed to Director of Finance in the Accounting department effective April 9<sup>th</sup>, 2024. Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

## FROM THE CITY CLERK

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

**Communications** (which have been referred to the appropriate City officials)  
4/12/2024 Beth Ann Banks, on behalf of the Niagara Celtic Heritage Society, Inc., requesting permission to hang banner in promotion of event to be held 9/14 and 9/15 at the Niagara County Fairgrounds.

4/14/2024 Danielle and Matthew Warchoki and Dawn and Kyle Lambalzer on behalf of Lockport in Bloom, requesting permission to hold this years' event in July.

### **Notice of Complaint:**

4/5/2024 Robert J. Shafer, Jr. against City of Lockport

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

### **Notice of Claim:**

4/3/2024 Juan Quinones, 242 Hawley Street, Lockport NY.

Referred to the Corporation Counsel.

## **MOTIONS & RESOLUTIONS**

### **042424.2**

By Alderman Craig:

**Resolved** that the Mayor and City Clerk be authorized to issue orders in favor of the claimants for payrolls, bills and services to be paid on April 24th 2024.

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

### **042424.3**

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 \_\_\_\_\_.

### **042424.4**

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

**Whereas** the existing contract with Municipal Solutions, Inc., dated May 8, 2022, is up for renewal for an additional 24 months with minimal contract changes (no alterations to fee schedules for Bond Anticipation Notes and Serial Bonds, and a hourly rate increase to \$160); now, therefore, be it

**Resolved** that Mayor Lombardi is hereby authorized to execute an agreement with Municipal Solutions, Inc., for an additional 24-month period, subject to Corporation Counsel review.

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

**042424.5**

By Alderman Kirchberger:

**Resolved** that pursuant to their request, the Lockport in Bloom committee is hereby granted permission to conduct their 21st annual Lockport In Bloom "City Garden Tour 2024" event the weekend of Friday July 12th 6:00pm-10:00pm, Saturday July 13<sup>th</sup> 10:00am-4:00pm and Sunday, July 14<sup>th</sup>, 10:00am–4:00pm, and be it further

**Resolved** that permission is also granted to place signs advertising the event in 3 city parks, Children's Memorial Park on Transit Rd, Locust Street Park and Ida Fritz Park.

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

**042424.6**

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

**Resolved** that the Mayor, subject to Corporation Counsel approval, be and is hereby authorized to enter into an agreement with Lockport Wildcats (WC) to use Exchange Club Field for their football season under the following terms:

1. The term shall be for their season between the months of April 1, 2024 through December 1, 2024.
2. The fee shall be \$200.00 for each game. Payment must be received by the Tuesday prior to each game. If payment is not received, Lockport WC will not be permitted to use the field for their following game.
3. The City shall provide locker rooms at the Lockport Rotary Community Pool. Use of the pool is strictly prohibited. The locker rooms must be kept in a clean and orderly condition after each use, and all debris removed and disposed of from the field and surroundings.
4. Lockport WC may set-up their own concessions at the field and may have a food truck for each event only.
5. Lockport WC must file a certificate of insurance naming the City of Lockport as additional insured.

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

**042424.7**

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

**Resolved** that pursuant to their request, the Niagara Celtic Heritage Society, Inc. is hereby granted permission to erect a banner at least 17' from the ground across East Avenue at Davison Road to promote the 2024 Niagara Celtic Heritage Festival & Highland Games held on September 14 and 15, 2024. Banner is to be erected from September 2 thru September 16, 2024 based on a schedule approved by the City Clerk, and be it further

**Resolved** that said permission is subject to the Niagara Celtic Heritage Society, Inc. 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 \_\_\_\_\_.

**042424.8**

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

**Resolved** that pursuant to their request, VFW Post No. 2535 is hereby granted permission to conduct a Memorial Day Parade in the City of Lockport on Sunday, May 26, 2024 subject to approval of the parade route by the Police Chief. Said parade will form at noon at Veteran's Park on East Avenue. At approximately 1:00 p.m. the parade units will proceed west on East Avenue/Main Street, over to Pine Street and terminate at the Canal Street where there will be an after party from 2 pm – 5 pm; and be it further

**Resolved** that the Director of Highways Parks and Water Distribution is hereby authorized and directed to arrange for delivery of barricades and no parking signs to keep the right side of Main Street clear where dividers occur, and be it further

**Resolved** that the City Clerk is hereby authorized and directed to issue a parade permit for said event.

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

**042424.9**

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

**Whereas** it has been identified that additional funds are required for the Mayor's budget line to cover expenses and operational needs; and

**Whereas** maintaining sufficient funds in the Mayor's budget line is essential for the effective functioning of the office and fulfilling its responsibilities;

**Therefore be it resolved**, that the City Council authorizes the addition of \$2000 to the Mayor's budget line from the General Fund;

Expense

Decrease:

A.1900.54775	Contingency	\$2000
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Increase:

A.1210.54005	Office of the Mayor - Supplies	\$2000
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Seconded by Alderman \_\_\_\_\_ and adopted. Ayes \_\_\_\_\_.

**042424.10**

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

**Resolved** that a public hearing be held at the Common Council Work Session on May 15, 2024, starting at 5 PM in the Common Council Chambers, Lockport Municipal Building, One Locks Plaza, Lockport, NY relative to the proposed Comprehensive Plan and Zoning Code.

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

**042424.11**

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

**Whereas** the Lockport Common Council on April 25, 1979, adopted a resolution regarding the City's Fair Housing Plan, and

**Whereas** the City of Lockport is committed to prohibiting discrimination upon the basis of race, color, religion, sex, handicap, familial status and national origin in the sale, lease or rental, advertising and financing of housing; and

**Whereas** the Fair Housing Plan requires that the city appoint a Fair Housing Officer,

**Now therefore be it resolved** that the city of Lockport shall designate Tammy Kam, Program Administrator for the Department of Community Development, as its Fair Housing Officer.

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

**042424.12**

### **ADJOURNMENT**

At \_\_\_\_\_ P.M. Alderman Fogle moved the Common Council be adjourned until 6:00 P.M. Wednesday May 8<sup>th</sup>, 2024.

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

SARAH K. LANZO  
City Clerk



NIAGARA CELTIC  
HERITAGE SOCIETY, INC.

6447 Phillips Rd. Burt, New York 14028 716.778.5730 [www.niagaraceltic.com](http://www.niagaraceltic.com)

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Sarah K Lanzo  
City Clerk  
One Locks Plaza  
Lockport, New York 14094  
April 12, 2024

Dear Ms Lanzo,

On behalf of the Niagara Celtic Heritage Society, Inc., an educational 501(c)3, I would like to ask permission from the City of Lockport to display a banner in the city. The location would be in front of the Town & Country Club of Lockport on East Avenue.

Our society's annual fundraiser/outreach event is the Niagara Celtic Heritage Festival & Highland Games. The Festival will take place on September 14<sup>th</sup> and 15<sup>th</sup> at the Niagara County Fairgrounds (Cornell Cooperative Extension – Niagara). The banner would be promoting the Festival and the dates. We understand that we will need to update the banner used in 2023, that will meet your specifications, in terms of size and strength, and will work with the local company, D & T Graphics, to have that ready by the third week of August, if granted permission by the City.

If you have any questions about our organization, please see our website: [www.niagaraceltic.com](http://www.niagaraceltic.com). If you have questions about the Festival or the banner, please call me at 716.345.0050 or 716.778.5730. Thank you for your time.

Sincerely yours,

*Beth Ann Banks*

Beth Ann Banks  
Festival Director  
Board member, Niagara Celtic Heritage Society, Inc.



## Deputy City Clerk

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**From:** cityclerk@lockportny.gov  
**Sent:** Monday, April 15, 2024 8:16 AM  
**To:** Kevin Kirchberger  
**Cc:** Emily Stoddard  
**Subject:** FW: [EXTERNAL] Lockport in Bloom 2024

*Good Morning Kevin,  
Please see below and let us know if you are able to sponsor this resolution.*

*Thank you,  
Sarah*

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**From:** Dawn Lambalzer <lockportinbloom@yahoo.com>  
**Sent:** Sunday, April 14, 2024 7:20 PM  
**To:** cityclerk@lockportny.gov; Bergman72@gmail.com  
**Subject:** [EXTERNAL] Lockport in Bloom 2024

April 15, 2024

Kevin Kirchburger, Alderman at Large  
Common Council, and Sarah K Lanzo, City Clerk  
One Locks Plaza  
Lockport NY 14094

Re: Lockport in Bloom July 2024

Would you please place our request for the following on the next meeting agenda of the Common council:

1. We respectfully request permission to hold the the 21st annual Lockport in Bloom garden walk on the weekend of July 12th , 6- 10pm 13th 10a-4p, 14th 10a-4p 2024.
2. We Respectfully request permission to place 3 signs advertising this event in 3 city parks , Children's Memorial park on Transit rd, Locust st park, and Ida Fritz park. Each sign in a garden bed as to be unobtrusive to mowing.

In the past 21 years through the generosity of our local sponsors, and the support of our local elected representatives we have grown this event and now celebrate two decades sharing the love of gardening in our community. We project an estimated 1500 visitors to Lockport over the 3 days to enjoy the nearly 3 dozen open gardens that participate .

Thank you for your consideration:  
The Bloom Committee:  
Danielle and Matthew Warchoki  
Dawn and Kyle Lambalzer

Lockport City Court  
Lockport Municipal Building  
1 Locks Plaza  
Lockport, NY 14094

1 APR 2024 PM 2



quadrant  
FIRST-CLASS MAIL  
IMI  
\$000.64<sup>9</sup>  
03/29/2024 ZIP 14094  
043M30263854

US POSTAGE

City of Lockport  
One Locks Plaza  
Lockport, NY 14094

RECEIVED

APR 03 2024

CITY CLERK OFFICE

14094-362301



A Guide to Small Claims Court is available at the Court addressed above  
(<https://www.nycourts.gov/courthelp/pdfs/SmallClaimsHandbook.pdf>)



State of New York, County of Niagara  
Lockport City Court Small Claim Part

Index No: SC-000039-24/LO  
05/23/2024 9:00 AM

To all named Defendants:

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

**TAKE NOTICE** that: **Juan Quinones, at 242 Hawley St., Lockport, NY 14094** has/have asked judgment in this Court against you for **\$1,000.00** together with costs upon the following claim(s): **Monies Due for \$1,000.00** Additional detail, if any: **On or about 1-9-24. City tree fell on my roof went threw the upstairs of house and my porch.**

There will be a Hearing before the Court on this claim on: **May 23, 2024 at 9:00 AM in the Small Claim Part, Room: 31, at the Lockport City Court located at: Lockport Municipal Building, 1 Locks Plaza, Lockport, NY 14094**

**You must appear and bring this notice with you.**

You **MUST** attend and present your defense and any counterclaim you may desire to assert at the Hearing set forth above (a corporation must be represented by an attorney or any authorized officer, director or employee). **IF YOU (OR YOUR ATTORNEY) DO NOT ATTEND, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT EVEN THOUGH YOU MAY HAVE A VALID DEFENSE.** If your defense or counterclaim, if any, is supported by witnesses, account books, receipts or other documents, you must produce them at the Hearing. The Clerk, if requested, will issue subpoenas for witnesses, without charge. However, there may be a fee to serve the subpoena.

**NOTE:** If you desire a jury trial, you must, before the day upon which you have been notified to appear, file with the Clerk of the Court a written demand for a trial by jury. You must also pay to the Clerk a jury fee of **\$70** and file an undertaking in the sum of **\$50** or deposit such sum in cash to secure the payment of any costs that may be awarded against you. You will also be required to make an affirmation specifying the issues of fact which you desire to have tried by a jury and stating that such trial is desired and demanded in good faith. Under the law, the Court may award up to **\$25**, as additional costs to the Claimant if a jury trial is demanded by you and a decision is rendered against you.

If you wish to present a counterclaim against the Claimant, you must do so by filing with the Clerk of the Court a statement containing such counterclaim within five days of receiving this Notice of Claim. At the time of such filing you must pay the Clerk a filing fee of **\$5** plus the cost of postage to send your counterclaim by first class mail to the Claimant. If you fail to file a counterclaim within this five-day period, you retain the right to file the counterclaim until the time of the Hearing, but the Claimant may request and obtain an adjournment of the Hearing to a later date.

If you admit the claim, but desire time to pay, you must attend on the day set for the Hearing and state to the Court your reasons for desiring time to pay.

**Please read the additional information on the back of this notice**

Dated: 03/29/2024

Samantha A. Pike  
Deputy Chief Clerk

SC-39-24

**Your case has been referred to Mediation**

In addition to your trial date on May 23, 2024 at 9:00am  
the court has scheduled your case for virtual mediation.

RECEIVED

APR 03 2024

**Your virtual mediation date and time is:**

April 25, 2024 at 11:00am

CITY CLERK OFFICE

**At least 1 week BEFORE** your mediation date, you must contact **The Center for Resolution & Justice** at (716) 362-2323 or [mediate@cfsbny.org](mailto:mediate@cfsbny.org) to:

confirm your participation and  
get a link for your virtual mediation session

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**Commonly Asked Questions:**

**Who is the Center for Resolution & Justice?** The Center for Resolution and Justice (CRJ) is a community-based dispute resolution program and conflict resolution and mediation skills training center. Its services are designed to be alternatives to formal court proceedings for those seeking to resolve interpersonal conflicts and disputes. CRJ operates under contract with the New York State Unified Court System's Office of Court Administration's Office of ADR Program and Court Improvement.

**What is Mediation?** Mediation refers to a confidential dispute resolution process in which a neutral third party --- the mediator --- helps parties identify issues, clarify perceptions and explore options for a mutually acceptable outcome. **The mediator does not decide the case, but helps parties resolve the dispute themselves.** Mediation may be inappropriate if a party has a significant advantage in power or control over the other.

**What about attorneys?** Parties often represent themselves in mediation, but an attorney may participate with you. If you have an attorney for this lawsuit, tell your attorney about this court-scheduled mediation and please tell CRJ you have an attorney.

**How will Mediations be held?** Mediations will be done virtually using the phone or through internet access. If you don't have internet access, the Center for Resolution & Justice will discuss options with you. City Court has computer kiosks that may be scheduled for your use.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NIAGARA

-----X  
ROBERT J. SHAFER, JR.

Plaintiff/Petitioner,

- against -  
CITY OF LOCKPORT ET AL.

Index No. E182944

Defendant/Respondent.  
-----X

RECEIVED

APR 05 2024

CITY CLERK OFFICE

hand  
delivered

**NOTICE OF ELECTRONIC FILING  
(Consensual Case)  
(Uniform Rule § 202.5-b)**

**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: <http://www.nycourts.gov/efile-unrepresented> 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

An attorney representing a party who is served with this notice must either consent or decline consent to electronic filing and service through NYSCEF for this case.

Attorneys registered with NYSCEF may record their consent electronically in the manner provided at the NYSCEF site. Attorneys not registered with NYSCEF but intending to participate in e-filing must first create a NYSCEF account and obtain a user ID and password prior to recording their consent by going to [www.nycourts.gov/efile](http://www.nycourts.gov/efile)

Attorneys declining to consent must file with the court and serve on all parties of record a declination of consent.

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: April 3, 2024

Edward T. Mazzu, Jr., Esq.

Name

MAZZU LAW PLLC

Firm Name

50 Fountain Plaza, Suite 1400

Address

Buffalo, New York 14202

716-321-1111

Phone

[emazzu@mazzulaw.com](mailto:emazzu@mazzulaw.com)

E-Mail

To: City of Lockport

One Locks Plaza

Lockport, NY 14094

6/6/18

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NIAGARA

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ROBERT J. SHAFER, JR.  
9733 Townline Road  
Middleport, New York 14105

**SUMMONS**

Plaintiff,

v.

CITY OF LOCKPORT  
One Locks Plaza  
Lockport, New York 14094

GRAND TOURS RIDGE ROAD EXPRESS  
5355 Junction Road  
Lockport, New York 14094

MICHAEL D. SCHULTZ, JR.  
74 Cascade Drive  
Amherst, New York 14228

STARPOINT CENTRAL SCHOOL DISTRICT  
4363 Mapleton Road  
Lockport, New York 14094

STUDENT TRANSPORTATION OF AMERICA  
122 East 42<sup>nd</sup> Street, 18<sup>th</sup> Floor  
New York, New York 10168

TOWN OF LOCKPORT  
6560 Dysinger Road  
Lockport, New York 14094

Defendant.

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**TO THE ABOVE-NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action, and to serve a copy of your Answer or, if the Complaint is not served with a Summons, to serve a Notice of Appearance on the Plaintiff's attorney(s) within **20** days after the service of this Summons exclusive of the day of service, or within **30** days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment may be taken against you by default for the relief demanded in the Complaint.

This action is brought in the County of Niagara pursuant to CPLR § 504.

DATED: Buffalo, New York  
March 25, 2024

*/s/ Edward T. Mazzu, Jr.*

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**Edward T. Mazzu, Jr., Esq.**  
*Of Counsel*  
**DLL LAW GROUP**  
*Attorneys for Plaintiff*  
2613 Dallas Parkway  
Suite 220  
Plano, Texas 75093

***PLEASE BE SURE TO FORWARD THIS SUMMONS AND COMPLAINT TO  
YOUR AUTOMOBILE INSURANCE CARRIER IMMEDIATELY.***

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NIAGARA

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ROBERT J. SHAFER, JR.

**COMPLAINT**

Plaintiff,

v.

CITY OF LOCKPORT,  
GRAND TOURS RIDGE ROAD EXPRESS,  
MICHAEL D. SCHULTZ, JR.,  
STARPOINT CENTRAL SCHOOL DISTRICT,  
STUDENT TRANSPORTATION OF AMERICA,  
TOWN OF LOCKPORT,

Defendants.

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The plaintiff ROBERT J. SHAFER, JR. by and through his attorneys, *Mazzu Law PLLC*, as and for his Complaint against the above-named defendants, herein alleges as follows:

1. That at all times hereinafter mentioned, the plaintiff ROBERT J. SHAFER, JR. was and continues to remain a resident of the County of Niagara and State of New York.

2. Upon information and belief, the defendant, CITY OF LOCKPORT is a municipal entity and is authorized to conduct business in the State of New York with an office to conduct business at One Locks Plaza, Lockport, New York 14094.

3. Upon information and belief, the defendant, GRAND TOURS RIDGE ROAD EXPRESS, is authorized to conduct business in the State of New York with an office to conduct business at 5355 Junction Road, Lockport, New York 14094.



4. That upon information and belief, and at all times hereinafter mentioned, the defendant, MICHAEL D. SCHULTZ, JR., was and continues to remain a resident of the County of Erie and State of New York.

5. Upon information and belief, the defendant, STARPOINT CENTRAL SCHOOL DISTRICT, is a municipal entity and is authorized to conduct business in the State of New York with an office to conduct business at 4363 Mapleton Road, Lockport, New York 14094.

6. Upon information and belief, the defendant, STUDENT TRANSPORTATION OF AMERICA, is and was a foreign business corporation, authorized to conduct business in New York with an office of a registered agent for service of process at 122 East 42<sup>nd</sup> Street, 18<sup>th</sup> Floor, New York, New York 10168.

7. Upon information and belief, the defendant, CITY OF LOCKPORT is a municipal entity and is authorized to conduct business in the State of New York with an office to conduct business at 6560 Dysinger Road, Lockport, New York 14094.

8. That upon information and belief, and at all times mentioned herein, defendants CITY OF LOCKPORT, GRAND TOURS RIDGE ROAD EXPRESS, TOWN OF LOCKPORT, STARPOINT CENTRAL SCHOOL DISTRICT, and STUDENT TRANSPORTATION OF AMERICA, owned, maintained, operated, and/or otherwise controlled a 2017 school bus with New York license plate number 37289BB.

9. That upon information and belief, and at all times mentioned herein, defendants CITY OF LOCKPORT, GRAND TOURS RIDGE ROAD EXPRESS, TOWN OF LOCKPORT, STARPOINT CENTRAL SCHOOL DISTRICT, and STUDENT TRANSPORTATION OF AMERICA, hired, trained, and/or supervised defendant, MICHAEL D. SCHULTZ, JR., to operate the aforementioned 2017 school bus with New York license plate number 37289BB.

10. That on or about June 20, 2023 at approximately 6:45 a.m., the defendant, MICHAEL D. SCHULTZ, JR., was operating the aforementioned 2017 school bus with New York license plate number 37289BB on a public highway, to wit: Dysinger Road in the Town of Lockport, County of Niagara and State of New York.

11. That while the plaintiff ROBERT J. SHAFER, JR. was lawfully operating his vehicle on Dysinger Road in the Town of Lockport, County of Niagara and State of New York, he was struck by the school bus operated by the defendant MICHAEL D. SCHULTZ, JR., as a result of the carelessness, recklessness, and negligence in the operation of the aforementioned school bus by the defendant MICHAEL D. SCHULTZ, JR.

12. That the aforesaid collision was caused solely and wholly as a result of the negligence of the defendants herein without any negligence on the part of plaintiff ROBERT J. SHAFER, JR. contributing thereto.

13. That the defendants, their agents, servants and/or employees, were negligent and careless in failing to follow proper protocols and procedures regarding safe operation of a motor vehicle; in failing to follow their own policies and procedures for safe operation of a motor vehicle; in failing to properly hire, train, retain, and supervise defendant MICHAEL D. SCHULTZ, JR.; in violating applicable statutes, codes, rules or regulations; and were otherwise careless, reckless, and/or negligent.

14. That as a result of the recklessness, carelessness, and negligence of the defendant MICHAEL D. SCHULTZ, JR., the plaintiff ROBERT J. SHAFER, JR. has been caused to sustain a serious physical injury as is defined in Article 51 of the New York State Insurance Law, has been caused to suffer pain, limitation of motion, limitation of use of his body, has been and will be caused to expend funds for medical expenses and rehabilitative care, has been and will be caused

to sustain loss of wage earnings, and has been otherwise injured, all to his damage in an amount which exceeds the jurisdictional limitations of all lower courts, which would otherwise have jurisdiction over this matter.

15. That as a result of the recklessness, carelessness, and negligence of the defendants, CITY OF LOCKPORT, GRAND TOURS RIDGE ROAD EXPRESS, MICHAEL D. SCHULTZ, JR., STARPOINT CENTRAL SCHOOL DISTRICT, STUDENT TRANSPORTATION OF AMERICA, and TOWN OF LOCKPORT the plaintiff ROBERT J. SHAFER, JR. has sustained economic loss in excess of basic economic loss as defined by New York State Insurance Law § 5102(a).

16. That by virtue of the application of one or more of the exceptions listed under §1602 of Article 16 of the Civil Practice Law and Rules of the State of New York, the limitations on liability imposed by that article do not apply to the causes of action set forth herein.

17. That more than thirty (30) days have elapsed since the service of the Notice of Claim on the defendants CITY OF LOCKPORT, TOWN OF LOCKPORT, AND STARPOINT CENTRAL SCHOOL DISTRICT, and these defendants has failed to adjust, settle, or otherwise pay the claim to the plaintiff. The plaintiff ROBERT J. SHAFER, JR. has complied with all the requirements prior to the commencement of this action against the defendants CITY OF LOCKPORT, TOWN OF LOCKPORT, AND STARPOINT CENTRAL SCHOOL DISTRICT.

18. That on November 17, 2023, the plaintiff was examined under oath pursuant to General Municipal Law section 50-h by counsel for defendant TOWN OF LOCKPORT.

WHEREFORE, the plaintiff ROBERT J. SHAFER, JR. demands judgment against the defendants, CITY OF LOCKPORT, GRAND TOURS RIDGE ROAD EXPRESS, MICHAEL D. SCHULTZ, JR., STARPOINT CENTRAL SCHOOL DISTRICT, STUDENT TRANSPORTATION OF AMERICA, and TOWN OF LOCKPORT, in an amount which exceeds the jurisdictional limits of all lower courts together with the costs and disbursements of this action; and for such other and further relief as the court deems just and proper.

DATED: Buffalo, New York  
March 25, 2024

*/s/ Edward T. Mazzu, Jr.*

---

**Edward T. Mazzu, Jr., Esq.**  
*Of Counsel*  
**DLL LAW GROUP**  
*Attorneys for Plaintiff*  
2613 Dallas Parkway  
Suite 220  
Plano, Texas 75093



# **NYSCEF Confirmation Notice**

## **Niagara County Supreme Court**



The NYSCEF website has received an electronic filing on 03/26/2024 12:27 AM. Please keep this notice as a confirmation of this filing.

**Index Number NOT assigned**  
**Robert J Shafer Jr v. City of Lockport et al**  
**Assigned Judge: None Recorded**

### **Documents Received on 03/26/2024 12:27 AM**

<b>Doc #</b>	<b>Document Type</b>
1	SUMMONS + COMPLAINT

### **Filing User**

Edward Thomas Mazzu | emazzu@mazzulaw.com | 7163211111  
50 Fountain Plaza Suite 1400, Buffalo, NY 14202

### **E-mail Service Notifications**

An email regarding this filing has been sent to the following on 03/26/2024 12:27 AM:

**EDWARD T. MAZZU JR. - emazzu@mazzulaw.com**

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**Joseph A. Jastrzemski, Niagara County Clerk - <http://www.niagaracounty.com/Departments/CountyClerk.aspx>**  
Phone: 716-439-7022 Fax: 716-439-7066 (fax)

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**NYSCEF Resource Center, [nyscef@nycourts.gov](mailto:nyscef@nycourts.gov)**  
Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)



# **NYSCEF Confirmation Notice**

## **Niagara County Supreme Court**



**Index Number NOT assigned**  
**Robert J Shafer Jr v. City of Lockport et al**  
**Assigned Judge: None Recorded**

### **Email Notifications NOT Sent**

<b>Role</b>	<b>Party</b>	<b>Attorney</b>
Respondent	City of Lockport	No consent on record.
Respondent	Grand Tours Ridge Road Express	No consent on record.
Respondent	Michael D Schultz	No consent on record.
Respondent	Starpoint Central School District	No consent on record.
Respondent	Student Transportation of America	No consent on record.
Respondent	Town of Lockport	No consent on record.

\* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

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**Joseph A. Jastrzemski, Niagara County Clerk - <http://www.niagaracounty.com/Departments/CountyClerk.aspx>**  
Phone: 716-439-7022 Fax: 716-439-7066 (fax)

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**NYSCEF Resource Center, [nyscef@nycourts.gov](mailto:nyscef@nycourts.gov)**

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)

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**Municipal  
Solutions, Inc.**  
Municipal Financial Advisors

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May 1, 2024

John Lombardi, III, Mayor  
City of Lockport  
1 Locks Plaza  
Lockport, New York 14094

Dear Mayor Lombardi:

Municipal Solutions, Inc. is submitting this updated contract in connection with the City of Lockport's general financial services for your consideration and approval.

Per the Municipal Securities Rulemaking Board's (MSRB) Rule G-42, we must have a current contract in place prior to work commencing. This contract must state fair market value rates and fees and be accepted by both the municipality and Municipal Solutions, Inc. We must, under rule G-42, show that we've acted in good faith with the issuer and to ensure the accuracy of representation in our contracts regarding the agreed upon scope and fees, whether the contract be a Preliminary Authorization to Proceed or a Full Contract.

The Securities and Exchange Commission (SEC) enforces the rules and regulations set by the MSRB. Municipal Solutions, Inc. is registered as a recognized municipal advisor with the SEC (MS ID #867-00383) and the MSRB (MS ID #K0173) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act).

This proposal is divided into the following parts and rates can be found in the attached Appendix B:

- I. Note Borrowing Scope of Services
- II. Long-Term Serial Bond Borrowing Scope of Services
- III. General Financial Services
- IV. Conflicts of Interest and Other Required Disclosures
- V. Miscellaneous

**I. Note Borrowing Scope of Services**

The following items will be completed under this portion of the contract, if appropriate, and as required under current State and Federal regulations:

- 1) Prepare a Notice of Sale to be used in the advertisement of the sale and, if over \$1,000,000, prepare an Official Statement.
- 2) Prepare and convert Notice of Sale, financial information, and/or Preliminary Official Statement files for upload to Municipal Solutions' website and electronic transfer to underwriters. Post results to website after the sale.
- 3) Conduct the Note sale and make recommendation on the acceptance of the bids.

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*Municipal Solutions, Inc. is a Member of the National Association of Municipal Advisors*

62 Main Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-394-4092  
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092  
[www.municipalsolution.com](http://www.municipalsolution.com)

- 4) Prepare, convert, and arrange for distribution of the Final Official Statement, if prepared.
- 5) Coordinate closing arrangements with the purchaser and other appropriate officials.

## **II. Long-Term Serial Bond Borrowing Scope of Services**

The following items will be completed under this portion of the contract, if appropriate, and as required under current State and Federal regulations:

- 1) Plan the optimum maturity date for the annual payment of the bonds.
- 2) If \$1,000,000 or more, prepare an Official Statement based on information provided to Municipal Solutions by the City, bond counsel and other third parties.
- 3) Coordinate the preparation of a Notice of Sale with bond counsel to be used in the advertisement of the issue in compliance with the official compilation of codes, rules and regulations of the NYS Comptroller and the NYS Local Finance Law.
- 4) Complete the debt statement, if required, and file with the New York State Comptroller.
- 5) Apply for a credit rating, when appropriate.
- 6) Qualify the issue for municipal bond insurance, when appropriate.
- 7) Prepare and convert Notice of Sale and Preliminary Official Statement files for upload to Municipal Solutions' website, electronic transfer to underwriters and submission of Notice of Sale to the Bond Buyer. Post results to website after the sale.
- 8) When appropriate, qualify the issue to receive bids electronically using the IPREO electronic bidding platform. Conduct the sale and make a recommendation on the acceptance of the bids. Coordinate the closing with bond counsel, City attorney, the successful bidder and the Depository Trust Company (if necessary).
- 9) Prepare, convert, and arrange for distribution of the Final Official Statement, if prepared.

## **III. General Financial Services**

The following items will be completed under this portion of the contract, if appropriate and as requested:

- 1) Attend construction or other meetings, prepare reports on financial matters of the City, assist with project and pre-referendum planning, long range and other planning issues, as required.
- 2) Assist the City in the preparation of information that may be used for public or internal discussions or presentation to the bond rating agencies and investors.
- 3) Assist in the development of an operating budget, cash flow and operating expenses and offsetting revenue forecasts.
- 4) Complete a time-frame calendar for all items to be completed in connection with an anticipated borrowing.



- 5) Prepare various maturity schedules for City officials to determine repayment of anticipated borrowed funds for planning purposes.
- 6) Advise on the timing, amount, and maturity of an anticipated borrowing.
- 7) Coordinate board adoption of the bond resolution and other legal documents that may be required with bond counsel.
- 8) Assist with debt service requirements for budgeting purposes.
- 9) Application to secure CUSIP numbers for borrowings, as required.
- 10) Convert financial documents into useable formats for processing, if necessary.
- 11) Compliance with IRS, MSRB and SEC regulations, reviews, and updates.
- 12) Provide other financial consulting services as may be requested by the City.

General Financial Services will be billed at the current hourly rate plus reimbursable expenses (see Appendix B).

If there are services performed beyond the scope of the project, or if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses.

Invoices will be submitted periodically. Payment is expected within 45 days of the invoice date.

#### **IV. Conflicts of Interest and Other Required Disclosures**

Rule G-42 of the Municipal Securities Rulemaking Board requires us to provide you with certain disclosures regarding conflicts of interest and other required disclosures (the "Disclosures"). Those Disclosures are attached hereto in Appendix A. We further covenant and agree to provide to the City updated Disclosures as required by Municipal Securities Rulemaking Board Rule G-42 to the extent any arise after the date of this letter. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this letter to the same extent as if set forth herein.

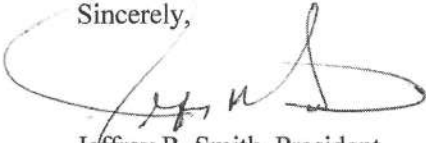
We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves in our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

#### **V. Miscellaneous**

Upon acceptance of this proposal, please execute and return one copy to our LeRoy office located at 62 Main Street, LeRoy, New York 14482 following the next Board meeting. The terms set forth above are subject to change if we do not receive a signed contract within 30 days. This contract will remain in effect until terminated by either party. You have the right to terminate this contract for any reason at any time. We agree to promptly amend or supplement this letter to reflect any material changes or additions to the agreement evidenced by this letter.

If you should have any questions concerning this proposal, please do not hesitate to contact me. We look forward to our continued working relationship with the City.

Sincerely,



Jeffrey R. Smith, President  
Certified Independent Professional Municipal Advisor

JRS/slw

---

**City of Lockport, New York  
Contract Dated May 1, 2024  
General Financial Services  
Accepted by:**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

## APPENDIX A

### CITY OF LOCKPORT, NEW YORK Contract Dated May 1, 2024 General Financial Services

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#### DISCLOSURE OF CONFLICTS OF INTEREST

Municipal Securities Rulemaking Board Rule G-42 requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

We have determined, after exercising reasonable diligence, that we have no known material conflicts of interest that would impair our ability to provide advice to the City in accordance with our fiduciary duty to municipal entity clients. The attached paragraphs outline areas of potential conflicts of interest we have reviewed to make this no material conflict of interest determination.

Our proposal includes compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which Municipal Solutions, Inc. is providing advice, the potential conflicts that could occur as a result of this pricing compensation are outlined below.

#### FORMS OF COMPENSATION AS POTENTIAL CONFLICTS

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee** - Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee** - Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked.

In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction** - Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement** - Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal** - Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds). This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.

From time to time, Municipal Solutions, Inc. does provide municipal advisory assistance to surrounding municipalities including, but not limited to, the Town of Lockport, the Village of Middleport, the Town of Newfane, and the Town of Niagara. Municipal Solutions, Inc. is not aware of any material conflicts of interest that this relationship would bring to our fiduciary responsibility to the City as of the date of this Agreement. If Municipal Solutions, Inc. becomes aware of any conflict of interest that could interfere with our fiduciary obligations to the City, Municipal Solutions, Inc. will notify the City that a conflict has been identified and we will meet with the City to discuss the impacts of the conflict and possible methods to resolve the identified conflict areas.

## RELIANCE ON OUTSIDE INFORMATION

In formulating our recommendations as it comes to the issuance of municipal securities, we often have to rely on information provided by outside sources such as engineering firms, architectural firms, CPAs, attorneys, and other professional entities, as well as the municipality itself. We must rely on the expertise and professional knowledge of these entities in that the information they are providing is reasonable and correct. As part of our fiduciary duty to our clients, we will do our best to make sure this is the case. If we feel that the information provided to us is inaccurate, inconsistent, or incomplete, we will ensure to tell you before providing any recommendations based on the material.

### LEGAL OR DISCIPLINARY EVENTS

Municipal Solutions, Inc. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration, we are required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Municipal Solutions, Inc. Pursuant to MSRB Rule G-42, Municipal Solutions, Inc. is required to disclose any legal or disciplinary event that is material to the City's evaluation of Municipal Solutions, Inc. or the integrity of its management or advisory personnel.

We have determined that no such event exists.

Copies of Municipal Solutions, Inc. filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Municipal Solutions, Inc. or for our CIK number which is 0001612999.

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

## APPENDIX B

### **MUNICIPAL SOLUTIONS, INC. FEE SCHEDULE – 2024**

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#### **Bond Anticipation Notes**

#### **Revenue Anticipation Notes**

#### **Tax Anticipation Notes**

Under \$500,000 (NOS only)	\$1,575	(+ \$500 if no prior issue within 3 years)
\$500,000 – 999,999 (NOS only)	\$2,175	(+ \$500 if no prior issue within 3 years)
\$1,000,000 or more (No OS)	\$2,475	(+ \$500 if no prior issue within 3 years)
\$1,000,000 or more with OS	Base fee of \$4,550 (+ \$500 if no prior OS within 3 years) Plus \$200 per million (rounded up to next million)	

#### **Serial Bonds**

Under \$1,000,000 (NOS)	\$3,600	(+ \$500 if no prior issue within 3 years)
Under \$1,000,000 (No OS, w/ Statement of Financial and Operating Information)	\$4,650	(+ \$500 if no prior issue within 3 years)
With OS (any amount)	Base fee of \$8,500 (+ \$500 if no prior OS within 3 years) Plus \$500	
\$1,000,000 - 1,999,999	Plus \$750 per million (rounded up to next million)	
\$2,000,000 and above		

#### **Continuing Disclosure**

Annual Continuing Disclosure – Full Statement	\$2,300
Annual Continuing Disclosure – Financials	\$235
Material Event Notice Filings per occurrence	\$235

<b>Hourly Rate *</b>	<b>\$160</b>
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\* Please note the if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses.

#### **Expenses**

Expenses include copies, postage, mileage at the IRS prevailing rate, travel and, if applicable, official statement printing, website fees and any incidental costs.

**Deputy City Clerk**

---

**From:** cityclerk@lockportny.gov  
**Sent:** Monday, April 15, 2024 8:16 AM  
**To:** Kevin Kirchberger  
**Cc:** Emily Stoddard  
**Subject:** FW: [EXTERNAL] Lockport in Bloom 2024

*Good Morning Kevin,  
 Please see below and let us know if you are able to sponsor this resolution.*

*Thank you,  
 Sarah*

---

**From:** Dawn Lambalzer <lockportinbloom@yahoo.com>  
**Sent:** Sunday, April 14, 2024 7:20 PM  
**To:** cityclerk@lockportny.gov; Bergman72@gmail.com  
**Subject:** [EXTERNAL] Lockport in Bloom 2024

April 15, 2024

Kevin Kirchburger, Alderman at Large  
 Common Council, and Sarah K Lanzo, City Clerk  
 One Locks Plaza  
 Lockport NY 14094

Re: Lockport in Bloom July 2024

Would you please place our request for the following on the next meeting agenda of the Common council:

1. We respectfully request permission to hold the the 21st annual Lockport in Bloom garden walk on the weekend of July 12th , 6- 10pm 13th 10a-4p, 14th 10a-4p 2024.
2. We Respectfully request permission to place 3 signs advertising this event in 3 city parks , Children's Memorial park on Transit rd, Locust st park, and Ida Fritz park. Each sign in a garden bed as to be unobtrusive to mowing.

In the past 21 years through the generosity of our local sponsors, and the support of our local elected representatives we have grown this event and now celebrate two decades sharing the love of gardening in our community. We project an estimated 1500 visitors to Lockport over the 3 days to enjoy the nearly 3 dozen open gardens that participate .

Thank you for your consideration:  
 The Bloom Committee:  
 Danielle and Matthew Warchoki  
 Dawn and Kyle Lambalzer



#Wildcats24tour

PRESENTS



2024 SEASON

# LOCKPORT WILDCATS

400 Gorinthia Street, Lockport, New York 14094

Home

Away

Pre-Season

May 11  
4pm

Capital City  
Seahawks (DC)

League Divisional  
Crossover

June 22  
5pm

Ithaca  
Warriors

Pre-Season

May 18  
5pm

Washington  
Hawks (PA)

June 29  
7pm

East Coast  
Blue Devils

June 1  
7pm

Genesee County  
Spartans

July 13  
7pm

Genesee County  
Spartans

June 8  
7pm

East Coast  
Blue Devils

League Divisional  
Crossover

July 20  
7pm

Auburn  
Pride

June 15  
7pm

Rochester  
Chargers

July 27  
5pm

Rochester  
Chargers

[www.LPwildcats.org](http://www.LPwildcats.org)



# LOCKPORT WILDCATS SEMI-PRO FOOTBALL AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between LOCKPORT WILDCATS SEMI-PRO FOOTBALL, hereinafter referred to as "LW" and the CITY OF LOCKPORT, NEW YORK, hereinafter referred to as "City".

## WITNESSETH:

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

WHEREAS, on resolution \_\_\_\_\_ was passed by the Common Council authorizing the City to enter into agreement with LW; and

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

1. LW request permission from the City to use Exchange Field at Outwater Park for their season between the months of April 1st through December 1st 2024
2. LW would request that the City grant permission to LW for use of the lights at Outwater Park during the season for all home games, also LW request permission for the lights from October 1, 2024 through November 30, 2024 and will be given a key.
3. The City recognizes the City policy to accommodate the LW schedule whenever possible. To facilitate this provision LW will provide the City with a schedule of games and practices as soon as possible and will notify the City of any changes, this usage policy shall be exclusive to LW.
4. Concessions of prepackages goods are allowed at each home game.
5. LW shall obtain a Certificate of Insurance naming the City of Lockport as an additional insured.
6. The City shall maintain grass and lines on Exchange Field in accordance with LW schedule, which LW will provide.
7. LW shall police and maintain Exchange Field and surrounding area before and following all LW sponsored events.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/2024

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 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> Special Markets Insurance Consultants 1055 MAIN ST STE 101 STEVENS POINT, WI 54481-2860		<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, No, Ext):</b> 715-303-6118	<b>FAX (A/C, No):</b> 7153446126
		<b>E-MAIL ADDRESS:</b> policyissue@amwins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Great American Insurance Company	16691
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Northeastern Football Alliance LLC 714 Pasadena Ave Niagara Falls, NY 14304	
--	--

**COVERAGES****CERTIFICATE NUMBER:** GAS138215**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			PAC 4725036	03/15/2024 12:00 AM	09/16/2024 12:01 AM	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person)				\$0	
	<input checked="" type="checkbox"/> HOST LIQUOR LIABILITY INCLUDED	X	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 - COMP/OP AGG	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTO	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	DED	RETENTION \$						
A	Professional Liability	X		PAC 4725036	03/15/2024 12:00 AM	09/16/2024 12:01 AM	EACH OCCURRENCE	\$1,000,000
							AGGREGATE LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Covered Activities: Football

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

**Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage****CERTIFICATE HOLDER**City of Lockport  
1 Locks Plaza  
Lockport, NY 14094**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Special Markets Insurance Consultants



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Special Markets Insurance Consultants  
1055 MAIN ST STE 101  
STEVENS POINT, WI 54481-2860

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): 715-303-6118 FAX  
(A/C, No): 7153446126

E-MAIL  
ADDRESS: policyissue@amwins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great American Insurance Company

16691

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND  
ITS PARTICIPATING MEMBERS:

Northeastern Football Alliance LLC  
714 Pasadena Ave  
Niagara Falls, NY 14304

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: GAS138215

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PAC 4725036	03/15/2024 12:00 AM	09/16/2024 12:01 AM	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> HOST LIQUOR LIABILITY INCLUDED						\$300,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						\$0
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY
	<input type="checkbox"/> ANY AUTO						\$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						GENERAL AGGREGATE
	<input type="checkbox"/> HIRED AUTO						\$2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> NON-OWNED AUTOS						\$2,000,000
	UMBRELLA LIAB						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> OCCUR						
	EXCESS LIAB						BODILY INJURY (Per person)
	<input type="checkbox"/> CLAIMS-MADE						
	DED						BODILY INJURY (Per accident)
	RETENTION \$						PROPERTY DAMAGE (Per accident)
A	Professional Liability			PAC 4725036	03/15/2024 12:00 AM	09/16/2024 12:01 AM	EACH OCCURRENCE
							AGGREGATE LIMIT
							\$1,000,000
							\$1,000,000

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

Covered Activities: Football

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

**Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage**

## CERTIFICATE HOLDER

Outwater Park - Exchange Field/Rotary Club Community Pool  
150 Outwater Drive  
Lockport, NY 14094

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Special Markets Insurance Consultants



# CITY OF LOCKPORT, NEW YORK

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

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April 9, 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 Daniel P Cavallari of 407 East Avenue, Lockport, NY 14094 to Director of Finance in the Accounting Department. This is a permanent position effective April 9, 2024.

Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 9<sup>th</sup> day of April 2024.

A handwritten signature in black ink, appearing to read "John Lombardi III", is written over a horizontal line. The signature is stylized and cursive.

John Lombardi III  
Mayor

cc: Clerk  
D. Cavallari



6447 Phillips Rd. Burt, New York 14028 716.778.5730 [www.niagaraceltic.com](http://www.niagaraceltic.com)

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Sarah K Lanzo  
City Clerk  
One Locks Plaza  
Lockport, New York 14094  
April 12, 2024

Dear Ms Lanzo,

On behalf of the Niagara Celtic Heritage Society, Inc., an educational 501(c)3, I would like to ask permission from the City of Lockport to display a banner in the city. The location would be in front of the Town & Country Club of Lockport on East Avenue.

Our society's annual fundraiser/outreach event is the Niagara Celtic Heritage Festival & Highland Games. The Festival will take place on September 14<sup>th</sup> and 15<sup>th</sup> at the Niagara County Fairgrounds (Cornell Cooperative Extension – Niagara). The banner would be promoting the Festival and the dates. We understand that we will need to update the banner used in 2023, that will meet your specifications, in terms of size and strength, and will work with the local company, D & T Graphics, to have that ready by the third week of August, if granted permission by the City.

If you have any questions about our organization, please see our website: [www.niagaraceltic.com](http://www.niagaraceltic.com). If you have questions about the Festival or the banner, please call me at 716.345.0050 or 716.778.5730. Thank you for your time.

Sincerely yours,

*Beth Ann Banks*

Beth Ann Banks  
Festival Director  
Board member, Niagara Celtic Heritage Society, Inc.



# VFW



VETERANS OF FOREIGN WARS OF THE U.S. LOCKPORT POST NO. 2535  
112 Caledonia Street  
Lockport, New York 14094

TO: Community Supporter  
FROM: Stephanie Thurston, Memorial Day Committee Chair  
DATE: February 24, 2024  
SUBJECT: Memorial Day Events Support

The Memorial Day Committee is happy to announce we are hard at work to return all Memorial Day Events to the Lockport community. This year's activities are all scheduled for **Sunday, May 26**. Groups will gather at 8:00 AM, to proceed from the VFW (112 Caledonia Street in Lockport) to numerous monuments, throughout the city for a brief wreath laying ceremony at each. A formal Memorial Day Service will be held at **11:00 AM at Colds Spring Cemetery**. Groups, participating in the **Memorial Day Parade**, will assemble at **12:00 Noon**, at the Veteran's Memorial, on East Avenue. The **1:00 PM Parade** will march down East Avenue/Main Street, over to Pine Street, and end at Canal Street. An **After Party** will follow on Canal Street.

*Veterans of Foreign War Post 2535, the Navy Marine Club of Lockport, Navy Ship 110, the Marine Corps League, and American Legion B. Leo Dolan Post #410*, along with numerous community groups and volunteers are sponsoring this event. We need your help! All community groups and businesses, in the Lockport Area, are encouraged to take an active part in the Memorial Day Event. Both groups and individuals are welcome to attend all services, or to be a part of the parade by marching, entering a float or riding in a vehicle. Everyone participating is asked to carry an American flag.

We hope you will join this community wide effort to honor and remember America's service men and women, who have honorably served and sacrificed to defend our nation and our way of life.

As in the past, the Memorial Day **theme** is "**Always Remember**" and the **official colors are the traditional red, white and blue**. All parade entrants are expected to incorporate a military or patriotic element in their participation. For example: musical selections must be of an appropriate patriotic or military nature; all entrants should display the U.S. flag or a military flag and, if possible, feature the parade colors of red, white and blue.

**Please keep in mind that Memorial Day is a national observance, designated to honor America's fallen and the sacrifices of our brave servicemen and women. While we, of course, wish to joyfully celebrate our freedom, we must remember to do so in a manner that is both dignified and respectful.**

**Monetary contributions** are also needed to assist several groups, with travel arrangements and money to insure their participation. It is our goal to have at least 4 Marching Bands in our local parade. Donations will be greatly appreciated. Proceeds will help defray the event cost.

For further information, please contact **Stephanie Thurston (text/call) 716-536-3940** or email [pkmvfw2535@yahoo.com](mailto:pkmvfw2535@yahoo.com). Thank you for your support!

**We have included the following Parade Rules and Regulations for your compliance.**

## **2024 LOCKPORT MEMORIAL DAY PARADE RULES AND REGULATIONS**

THESE RULES AND REGULATIONS ARE FOR EVERYONE'S BENEFIT AND SAFETY!

**Please keep in mind that Memorial Day is a national observance, designated to honor America's fallen and the sacrifices of our brave servicemen and women. While we, of course, wish to joyfully celebrate our freedom, we must remember to do so in a manner that is both dignified and respectful.**

### **I. General Rules of Conduct**

1. Each applicant must fill out and submit a complete entry form, including an acknowledgement of these rules.
2. Line-up process begins at Noon and the parade will step off at 1:00 PM.
3. Entrants need to check-in with volunteers at the Veteran's Memorial, on East Avenue.
4. All participants are strongly encouraged to prominently display decorations to meet the parade purpose.
5. Proper use of the American Flag is a must.
6. The content and decoration of all units and participants must be appropriate for a family audience and in honor of our veterans.
  - No commercial solicitation or advertisement of any kind will be allowed.
  - **Campaign solicitations, for or against, any candidate, office holder, slate of candidates or political party of any kind will not be allowed.**
  - No signage, banner, sashes, paraphernalia, not in compliance with the rules of this organization will be allowed.
  - Commercial establishments, individuals, and organizations may encourage honor and tribute to our Veterans and War Dead, and participation in our democratic process generally.
  - **Candy or other items cannot be handed out from the Line of March or its environs.**
  - Judging will not take place during the Parade, so please keep your group moving, no unnecessary stopping.

### **II. Vehicle/Float Guidelines for all Floats, Cars and Motorcycles**

#### **All Vehicles:**

1. **This is a "Silent" Parade, no horns, sirens or amplified advertising allowed.**
2. Must be registered and insured and have an adult, licensed driver at the wheel. Special vehicles, i.e., tractors, vintage military vehicles, etc. will be permitted without registration ONLY with prior permission of the committee.
3. The vehicles must have some form of decoration befitting Memorial Day. Those used for transportation of Honorees and Veterans will be provided with metallic door signs (if required) so spectators will know who is in the vehicles.
4. Motorcycles will be permitted in the parade as a group ONLY.... Unless permission has been granted by the committee on a case-by-case basis.
5. **Candy or other items cannot be distributed from any vehicle or from Line of March.**

#### **Floats:**

1. ALL floats must be accompanied by at least 4 organization personnel to ensure the safety of their members and our spectators.
2. The Organization or Commercial Establishment's name or logo must not be of a size that would make it detract from the Memorial Day celebration.
3. These are simple guidelines to ensure that all vehicles and floats are safe and will not cause any injury to the unit members or to the spectators who line the parade route every year.

Entrants that do not observe the parade purpose or adhere to all the rules and regulations may not be allowed to participate in the parade. **ALL** rules and regulations will be enforced.

**We thank you for your cooperation in complying with these standards.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2024

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

PRODUCER	<b>Grimsley Agency of NY LLC</b> 5320 West Taft Rd North Syracuse, Ny 13212 License #: PC-1097969	CONTACT NAME: <b>David Grimsley</b> PHONE (A/C, No, Ext): <b>315-452-0123</b> E-MAIL ADDRESS: <b>grimsleyagencydavid@yahoo.com</b> FAX (A/C, No): <b>315-458-4734</b> INSURER(S) AFFORDING COVERAGE INSURER A: <b>Michigan Millers Mutual Insurance</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # <b>14508</b>
INSURED	<b>Lockport Overseas Veteran's Club</b> 112 Caledonia Street Lockport, NY 14094		

## COVERAGES

CERTIFICATE NUMBER: 00019670-105390

REVISION NUMBER: 7

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	C0525875	04/01/2024	04/01/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Lockport is added as Additional Insured.  
Memorial Day Event 05/26/2024

## CERTIFICATE HOLDER

## CANCELLATION

City of Lockport  
One Locks Plaza  
Lockport, NY 14094

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(DPG)

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## City of Lockport - Resolution Request Form

**Agenda Description:** Increase Mayor's Budget

**Presented By:** Mayor's Office

**Date Submitted:** 4/18/2024

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

Community Event  
Budget Amendment  
Contract Approval  
Donation Acceptance  
Grant Application / Award  
Fund Utilization Request

✓

Local Law Change  
Community Development  
Community Event  
Engineering Process  
Code and Planning  
Other


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

**Summary of Resolution:**

It has been identified that that Mayor's office needs additional funding to cover office expenses.

**Explanation of Attachments:**

(1) Resolution, (2) Email with Mayor's Office Request, (3) Budget Reports 2022 - 2024

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

**Clerk/Legal/Finance Approval:**

**Notes:**

**Name:**

**Date of Approval:**

**Budget Performance Report**

Fiscal Year to Date 12/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund A - General Fund</b>										
EXPENSE										
Department <b>1210 - Office of the Mayor</b>										
51010	Full Time Wages	78,969.00	135.00	79,104.00	9,919.35	.00	79,102.43	1.57	100	73,324.94
51170	Additional & Other Compensation	.00	.00	.00	.00	.00	.00	.00	+++	3,666.67
54005	Office Supplies	1,185.00	(101.00)	1,084.00	.00	.00	1,083.95	.05	100	1,485.59
54510	Program Expenses	115.00	(115.00)	.00	.00	.00	.00	.00	+++	.00
58010	FICA	5,658.00	395.00	6,053.00	758.83	.00	6,051.34	1.66	100	5,889.86
58020	Workers Compensation	8,028.00	.00	8,028.00	926.40	.00	7,950.56	77.44	99	7,809.48
58050	Retirement	.00	.00	.00	.00	.00	.00	.00	+++	2,449.15
Department <b>1210 - Office of the Mayor Totals</b>		\$93,955.00	\$314.00	\$94,269.00	\$11,604.58	\$0.00	\$94,188.28	\$80.72	100%	\$94,625.69
EXPENSE TOTALS		\$93,955.00	\$314.00	\$94,269.00	\$11,604.58	\$0.00	\$94,188.28	\$80.72	100%	\$94,625.69
Fund A - General Fund Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		93,955.00	314.00	94,269.00	11,604.58	.00	94,188.28	80.72	100%	94,625.69
Fund A - General Fund Totals		(\$93,955.00)	(\$314.00)	(\$94,269.00)	(\$11,604.58)	\$0.00	(\$94,188.28)	(\$80.72)		(\$94,625.69)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		93,955.00	314.00	94,269.00	11,604.58	.00	94,188.28	80.72	100%	94,625.69
Grand Totals		(\$93,955.00)	(\$314.00)	(\$94,269.00)	(\$11,604.58)	\$0.00	(\$94,188.28)	(\$80.72)		(\$94,625.69)

**Budget Performance Report**

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund A - General Fund</b>										
EXPENSE										
Department 1210 - Office of the Mayor										
51010	Full Time Wages	78,969.00	.00	78,969.00	9,919.34	.00	78,967.86	1.14	100	79,102.43
54005	Office Supplies	1,185.00	29.00	1,214.00	84.28	.00	1,201.19	12.81	99	1,083.95
54510	Program Expenses	115.00	(30.00)	85.00	.00	.00	.00	85.00	0	.00
58010	FICA	6,041.00	1.00	6,042.00	758.82	.00	6,041.04	.96	100	6,051.34
58020	Workers Compensation	8,450.00	.00	8,450.00	974.94	.00	8,449.48	.52	100	7,950.56
Department 1210 - Office of the Mayor Totals		\$94,760.00	\$0.00	\$94,760.00	\$11,737.38	\$0.00	\$94,659.57	\$100.43	100%	\$94,188.28
EXPENSE TOTALS		\$94,760.00	\$0.00	\$94,760.00	\$11,737.38	\$0.00	\$94,659.57	\$100.43	100%	\$94,188.28
Fund A - General Fund Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		94,760.00	.00	94,760.00	11,737.38	.00	94,659.57	100.43	100%	94,188.28
Fund A - General Fund Totals		(\$94,760.00)	\$0.00	(\$94,760.00)	(\$11,737.38)	\$0.00	(\$94,659.57)	(\$100.43)		(\$94,188.28)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		94,760.00	.00	94,760.00	11,737.38	.00	94,659.57	100.43	100%	94,188.28
Grand Totals		(\$94,760.00)	\$0.00	(\$94,760.00)	(\$11,737.38)	\$0.00	(\$94,659.57)	(\$100.43)		(\$94,188.28)

**Budget Performance Report**

Fiscal Year to Date 12/31/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund A - General Fund</b>										
EXPENSE										
Department <b>1210 - Office of the Mayor</b>										
51010	Full Time Wages	78,970.00	(400.00)	78,570.00	6,882.10	.00	78,967.78	(397.78)	101	78,967.86
54005	Office Supplies	1,185.00	.00	1,185.00	.00	.00	1,253.59	(68.59)	106	1,201.19
54510	Program Expenses	230.00	400.00	630.00	.00	.00	198.75	431.25	32	.00
58010	FICA	6,041.00	.00	6,041.00	526.47	.00	6,041.03	(.03)	100	6,041.04
58020	Workers Compensation	7,171.00	.00	7,171.00	551.60	.00	7,170.80	.20	100	8,449.48
Department <b>1210 - Office of the Mayor Totals</b>		\$93,597.00	\$0.00	\$93,597.00	\$7,960.17	\$0.00	\$93,631.95	(\$34.95)	100%	\$94,659.57
EXPENSE TOTALS		\$93,597.00	\$0.00	\$93,597.00	\$7,960.17	\$0.00	\$93,631.95	(\$34.95)	100%	\$94,659.57
Fund A - General Fund Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		93,597.00	.00	93,597.00	7,960.17	.00	93,631.95	(34.95)	100%	94,659.57
Fund A - General Fund Totals		(\$93,597.00)	\$0.00	(\$93,597.00)	(\$7,960.17)	\$0.00	(\$93,631.95)	\$34.95		(\$94,659.57)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		93,597.00	.00	93,597.00	7,960.17	.00	93,631.95	(34.95)	100%	94,659.57
Grand Totals		(\$93,597.00)	\$0.00	(\$93,597.00)	(\$7,960.17)	\$0.00	(\$93,631.95)	\$34.95		(\$94,659.57)

**Budget Performance Report**

Fiscal Year to Date 12/31/24

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund A - General Fund</b>										
EXPENSE										
Department 1210 - Office of the Mayor										
51010	Full Time Wages	78,969.00	.00	78,969.00	.00	.00	25,704.68	53,264.32	33	78,967.78
51170	Additional & Other Compensation	.00	.00	.00	.00	.00	30.33	(30.33)	+++	.00
54005	Office Supplies	1,185.00	.00	1,185.00	.00	196.56	988.44	.00	100	1,253.59
54510	Program Expenses	230.00	.00	230.00	.00	.00	.00	230.00	0	198.75
58010	FICA	6,041.00	.00	6,041.00	.00	.00	1,968.74	4,072.26	33	6,041.03
58020	Workers Compensation	6,556.00	.00	6,556.00	.00	.00	2,269.44	4,286.56	35	7,170.80
Department 1210 - Office of the Mayor Totals		\$92,981.00	\$0.00	\$92,981.00	\$0.00	\$196.56	\$30,961.63	\$61,822.81	34%	\$93,631.95
EXPENSE TOTALS		\$92,981.00	\$0.00	\$92,981.00	\$0.00	\$196.56	\$30,961.63	\$61,822.81	34%	\$93,631.95
Fund A - General Fund Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		92,981.00	.00	92,981.00	.00	196.56	30,961.63	61,822.81	34%	93,631.95
Fund A - General Fund Totals		(\$92,981.00)	\$0.00	(\$92,981.00)	\$0.00	(\$196.56)	(\$30,961.63)	(\$61,822.81)		(\$93,631.95)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		92,981.00	.00	92,981.00	.00	196.56	30,961.63	61,822.81	34%	93,631.95
Grand Totals		(\$92,981.00)	\$0.00	(\$92,981.00)	\$0.00	(\$196.56)	(\$30,961.63)	(\$61,822.81)		(\$93,631.95)

## Daniel Cavallari

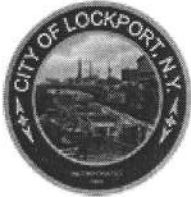
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**From:** Paula Halladay Travis <phtravis@lockportny.gov>  
**Sent:** Thursday, April 18, 2024 1:50 PM  
**To:** 'Daniel Cavallari'  
**Subject:** RE: Mayor's Budget Resolution

Good afternoon,

Our office was allocated approx.. \$1100 for the year and my ink alone is around \$350 (I receive all of the Mayor's emails so I print a lot), there were no supplies in the office (pens, folders, notepads, shredder (confidential items that com through our office need to be shredded)

I have bout supplies out of my own money because I've been trying to conserve our budget.



*Paula Halladay Travis*

CONFIDENTIAL ASSISTANT TO THE MAYOR  
CITY OF LOCKPORT, NY  
716.439.6665

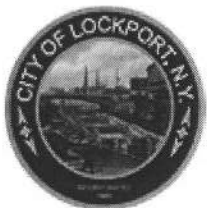
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**From:** Daniel Cavallari <dcavallari@lockportny.gov>  
**Sent:** Thursday, April 18, 2024 1:36 PM  
**To:** 'Paula Halladay Travis' <phtravis@lockportny.gov>  
**Subject:** Mayor's Budget Resolution

Good Afternoon Paula,

Would you be able to reply to this email explaining the Mayor's Department's need for an increase in their Supply Line Budget (A.1210.54005). We are working on putting the resolution together to get the funds moved and wanted to add in some background support.

Thanks!



**Daniel Cavallari**  
**Director of Finance**  
Finance Department  
City of Lockport, NY  
716.439.6631  
[dcavallari@lockportny.gov](mailto:dcavallari@lockportny.gov)

## Daniel Cavallari

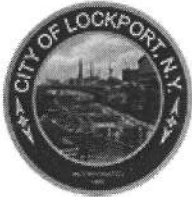
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**From:** Paula Halladay Travis <phtravis@lockportny.gov>  
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**To:** 'Daniel Cavallari'  
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*Paula Halladay Travis*

CONFIDENTIAL ASSISTANT TO THE MAYOR  
CITY OF LOCKPORT, NY  
716.439.6665

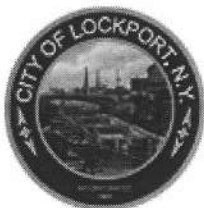
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**From:** Daniel Cavallari <dcavallari@lockportny.gov>  
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**Daniel Cavallari**  
**Director of Finance**  
Finance Department  
City of Lockport, NY  
716.439.6631  
[dcavallari@lockportny.gov](mailto:dcavallari@lockportny.gov)