

CITY OF LOCKPORT
COMMON COUNCIL MEETING AGENDA
REGULAR MEETING
August 28th, 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
082824.1 August 28th, 2024

COMMUNICATIONS

**MOTIONS &
RESOLUTIONS**

xxxx: Approve bills and payrolls
082824.2

xxxx: Lockport Little Loop Donation
082824.3

xxxx: Paver Repair Resolution
082824.4

xxxx: Aaron Mossell Park Committee
082824.5

ADJOURNMENT

Fogle: Adjourn meeting to September 11th, 2024
082824.6

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

August 28th, 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

ANNOUNCEMENTS

RECESS

Recess for public input.

082824.1

APPROVAL OF MINUTES

On motion of Alderman Fogle, seconded by Alderman _____, the minutes of the Regular Meeting of August 14th 2024 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:

Emily Stoddard has been appointed to City Clerk to fill the unexpired term of Paul Oates, effective August 19th, 2024. Said appointment is permanent and subject to the City of Lockport Municipal Civil Services Rules and Regulations. Said term expires June 30th, 2027.

FROM THE CITY CLERK

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

Communications (which have been referred to the appropriate City officials)
8/9/2024 Sarah K. Lanzo, City Clerk at time of communication – notification of bids received on August 9th, 2024, in response to the RFP for Lockport Raw Water Pump Station Improvements.

Name	Phone Number	General Contract	General Contract Alternate	HVAC Contract	HVAC Contract Alternate	Electrical Contract
Ace Great Lakes	716-796-4067	\$190,600	\$45,000			
Ferguson Electric	716-852-2010					\$2,220,000
Frey Electric Construction	716-874-1710					\$1,240,000
Greater Niagara Mechanical	716-695-3600			\$69,600	\$18,800	
John W, Danforth Co.	716-829-1385			\$89,400	\$15,400	
NFP and Sons, Inc.	716-695-2926	\$88,000	\$49,500			
Resa Electric	716-819-6600					\$1,050,000
Quackenbush				\$75,000	\$14,000	

Notice of Complaint:

Jeffrey A. Seekins, 77 Coolidge Avenue – fire hydrant

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

Notice of Claim:

Kristen Brolinski vs. City of Lockport and Lockport Cave and Underground Boat Ride

Daniel and Melissa Morrissette vs. City of Lockport and Lockport Cave and Underground Boat Ride.

Referred to the Corporation Counsel.

MOTIONS & RESOLUTIONS

082824.2

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 August 29th, 2024.

Seconded by Alderman _____ and adopted. Ayes _____.

082824.3 Lockport Little Loop Donation

By Alderman: _____

Whereas General City Law 20(3) authorizes the City to accept donations from individuals or organizations, and to use said donations per the restrictions placed on them by the donor, regardless of minimum value; now, therefore, be it

Resolved that the Mayor and Common Council do hereby extend thanks and appreciation to the Lockport Little Loop Football for a donation of \$1,863.83 to be used for repairs to park facilities; and

Resolved that the FY 2024 General Fund budget be amended as follows:

Revenue

Increase

A.7110.32705.AP	Gifts and Donation	\$1,863.83
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Expenditures

Increase

A.7110.54077	Const. & Maint. Supplies	\$1,863.83
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Seconded by Alderman _____ and adopted. Ayes _____.

082824.4 Street Paver Repair Resolution

By Alderman: _____

Whereas the City of Lockport owns and operates a single paver machine, which is essential for the maintenance and repair of city streets; and

Whereas the city's paver machine broke down on August 13, 2024, rendering it inoperable and in need of immediate repair; and

Whereas the cost to repair the paver has been estimated at \$30,400; and

Whereas the vendor selected to perform the repairs is a sole-source provider, as they are the only vendor capable of performing the necessary repairs in a timely manner; and

Whereas there are insufficient funds in the current department budget to cover the cost of the repair, and it is necessary to transfer funds from the contingency fund to cover this expense;

Now therefore be it resolved that the FY 2024 General Fund Operating Budget is amended as follows:

Expense:

Decrease

A.1900.54775	Contingency	\$30,500
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Increase:

A.5110.54050	Equipment Maintenance/Repair	\$30,500
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Seconded by Alderman _____ and adopted. Ayes _____.

082824.5 Being prepared.

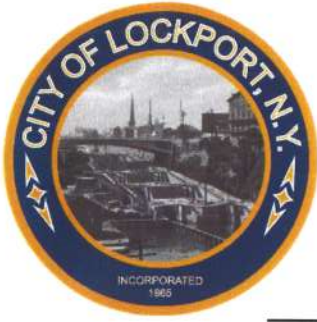
082824.6

ADJOURNMENT

At _____ P.M. Alderman Fogle moved the Common Council be adjourned until 6:00 P.M., Wednesday September 11th 2024.

Seconded by Alderman _____ and adopted. Ayes _____.

Emily Stoddard
City Clerk



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

JOHN LOMBARDI, III
MAYOR

August 19, 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, Mayor of said City, do hereby appoint Emily A. Stoddard, 540 Davison Road, Lockport, New York 14094 to City Clerk to fill the unexpired term of Paul Oates, effective August 19, 2024.

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

Said term expires June 30, 2027.

Witness by hand and the Seal of the City of Lockport this 19th day of August 2024.

John Lombardi III
Mayor

Cc: E. Stoddard
Civil Service

Corporate Office
 3556 Lake Shore Road, Suite 500
 Buffalo, NY 14219-1494
 Phone: (716) 827-8000
 Fax: (716) 826-7958



**NUSSBAUMER
& CLARKE, INC.**
 ENGINEERS AND SURVEYORS

BID OPENING

Owner: City of Lockport
 Project: Lockport Raw Water Pump Station Improvements

Bid Opening: _____
 Time: _____

CONTRACTOR NAME	PHONE NUMBER	GENERAL CONTRACT	GENERAL CONTRACT ALTERNATE	HVAC CONTRACT	HVAC CONTRACT ALTERNATE	ELECTRICAL CONTRACT
Ace Great Lakes	716-796-4067	190,600.00	45,000.00			
Ferguson Electric	716-852-2010					2,220,000.00
Frey Electric Construction Co., Inc.	716-874-1710					1,240,000.00
Greater Niagara Mechanical	716-695-3600			69,600.00	18,800.00	
John W. Danforth Company	716-829-1385			89,400.00	15,400.00	
NFP and Sons, Inc.	716-695-2926	88,000.00	49,500.00			
X O'Connell Electric	717-675-9010					
Resa Power Service	716-819-6600					1,050,000.00
Crackenbush				75,000.00	14,000.00	

Complaint

August 19, 2024

RECEIVED

AUG 21 2024

CITY CLERK OFFICE

Honorable Mayor John Lombardi III

Fire Chief Luca Quagliano

City Clerk Sarah Lonzo

Attached please find pictures of the fire hydrant located in front of my home at 77 Coolidge Avenue. The hydrant is in poor condition needing repainting. The two other hydrants on the street are newly painted bright red and look very nice while this one looks abandoned. I am asking you to look into repairing this as I believe it detracts from my home.

Many thanks for your attention to this matter


Jeffrey A Seekins

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

DANIEL MORRISSETTE and ELIZABETH MORRISSETTE, Individually and as Husband And Wife
512 Portage Road
Niagara Falls, New York 14301

Plaintiffs,

SUMMONS

vs.

Index No: _____

CITY OF LOCKPORT
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

HYDRAULIC RACE CO., INC. d/b/a
LOCKPORT CAVE & UNDERGROUND
BOAT RIDE
5 Gooding Street
Lockport, New York 14094

JOHN DOE

Defendants.

TO THE ABOVE-NAMED DEFENDANTS:

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

The trial of this action is to be held in the County of Niagara.

DATED: Buffalo, New York
August 5, 2024

ANDREWS, BERNSTEIN, & MARANTO, PLLC

By: /s/ Robert J. Maranto, Jr.
Robert J. Maranto, Jr., Esq.
Attorneys for Plaintiffs
420 Franklin Street
Buffalo, New York 14202
Telephone (716) 842-2200

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

DANIEL MORRISSETTE and ELIZABETH
MORRISSETTE, Individually and as Husband
And Wife
512 Portage Road
Niagara Falls, New York 14301

Plaintiffs,

COMPLAINT

vs.

Index No: _____

CITY OF LOCKPORT
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

HYDRAULIC RACE CO., INC. d/b/a
LOCKPORT CAVE & UNDERGROUND
BOAT RIDE
5 Gooding Street
Lockport, New York 14094

JOHN DOE

Defendants.

The Plaintiffs, DANIEL MORRISSETTE and ELIZABETH MORRISSETTE, through and by their attorneys, ANDREWS, BERNSTEIN, & MARANTO, PLLC, for their complaint against the Defendants, alleges as follows:

1. That upon information and belief, and at all times hereinafter mentioned, Plaintiff, DANIEL MORRISSETTE, was and is a resident of the City of Niagara Falls, County of Niagara, and State of New York.

2. That upon information and belief, and at all times hereinafter mentioned, Plaintiff, ELIZABETH MORRISSETTE, was and is a resident of the City of Niagara Falls, County of Niagara, and State of New York.

3. That upon information and belief, and at all times hereinafter mentioned, Defendant, CITY OF LOCKPORT, was and is a municipal entity duly organized and existing pursuant to New York State Law.

4. That upon information and belief, and at all times hereinafter mentioned, Defendant, CITY OF LOCKPORT, was transacting business within the State of New York, with an office located at the Lockport Municipal Building, One Locks Plaza, Lockport, New York 14094.

5. That upon information and belief, and at all times hereinafter mentioned, Defendant HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, was and is a limited liability corporation duly licensed to transact business within the State of New York.

6. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, was transacting business within the State of New York with its principal office located at 5 Gooding Street, Lockport, New York.

7. That upon information and belief, and at all times hereinafter mentioned, Defendants, CITY OF LOCKPPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees controlled the premises located on or about 5 Gooding Street, Lockport, New York 14094.

8. That upon information and belief, and at all times hereinafter mentioned, Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or

employees maintained the premises located on or about 5 Gooding Street, Lockport, New York 14094.

9. That upon information and belief, and at all times hereinafter mentioned, Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees regularly inspected the premises located on or about 5 Gooding Street, Lockport, New York 14094.

10. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees managed the boats used for touring the subject waterways, underground caves, and tunnels.

11. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees maintained the boats used for touring the subject waterways, underground caves, and tunnels.

12. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees controlled the boats used for touring the subject waterways, underground caves, and tunnels.

13. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees operated the boats used for touring the subject waterways, underground caves, and tunnels.

14. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees inspected the boats used for touring the subject waterways, underground caves, and tunnels.

15. That upon information and belief and at all times herein relevant, Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, has been the owner and operator of premises located at 5 Gooding Street, in the City of Lockport, County of Niagara and State of New York and was responsible for the waterways, underground caves, tunnels and tour boat rides conducted thereon.

16. Upon information and belief, and at all times herein relevant, it was the duty of the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE. to inspect, license, permit, maintain and ensure the subject premises, boats and boat tours mentioned herein were in a reasonable safe and suitable condition for people, tourists, boat passengers, patrons, pedestrians and guests.

17. That on or about the 12th day of June 2023, Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, while lawfully on the premises on or about 5 Gooding Street, Lockport, New York 14094, attended a guided tour of the Erie Canal and the Lockport Locks.

18. That upon information and belief, and at all times hereinafter mentioned, on or about the 12th day of June 2023, during the boating portion of the guided tour of the Erie Canal and the Lockport Locks, the boat capsized and Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, were sent into the water, thereby sustaining serious personal injuries and severe emotional distress.

19. That upon information and belief, and at all times hereinafter mentioned, it was the

duty and responsibility of Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, to ensure that the boat being used for the guided tour, was controlled, inspected, maintained, and safe.

20. That upon information and belief, and at all times hereinafter mentioned, the boat used for the guided tour used pontoons to remain buoyant. According to investigators, 5 of the boat's 7 pontoons had been compromised. A defect that should have been caught and repaired by Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE.

21. That Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE's injuries were caused by the negligence, lack of care, carelessness, and recklessness on the part of the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, their agents, servants, and/or employees.

22. That said incident occurred through no fault or neglect on the part of the Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, herein contributing thereto.

23. That the aforementioned negligence of the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, their agents, servants, and/or employees includes but is not limited to: failure to properly maintain the subject premises in a reasonably safe condition; failure to inspect said premises; creating a hazardous condition; failure to properly inspect, control, and maintain the boat used for the guided tour; and that the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, were otherwise careless and negligent in the premises.

24. That on or about August 31, 2023, a Notice of Claim was timely served on

Defendant, CITY OF LOCKPORT, demanding compensation for Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE's injuries.

25. That at least thirty (30) days have elapsed since the service of the Notice of Claim and the referenced demand, and Defendant, CITY OF LOCKPORT, have neglected or refused to make payment thereof.

26. That the Plaintiffs have fully complied with the conditions set forth in Section 50-e of the General Municipal Law.

27. That as a result of the aforesaid, the Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, have been caused to sustain, among other things, serious, painful, and permanent injuries in and about their head, arms, legs, and body; in that they are incapacitated from their duties and responsibilities, all to their damage in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE ABOVE DEFENDANT,

JOHN DOE, THE PLAINTIFFS ALLEGE AS FOLLOWS:

28. Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, repeat and reallege paragraphs "1" through "27" above.

29. That upon information and belief, at all times hereinafter mentioned, Defendant, JOHN DOE, was employed by Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, and was in the actual scope of his employment at the time of the incident herein described.

30. That on or about June 12, 2023, the Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, were passengers in the boat maintained and/or controlled by

Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE.

31. That upon information and belief, at all times hereinafter mentioned Defendant, JOHN DOE, was operating the certain boat in the accident hereinafter described owned by Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, with the knowledge, consent, and permission of Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE.

32. That on or about the 12th day of June 2023, Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, while lawfully on the premises on or about 5 Gooding Street, Lockport, New York 14094, attended a guided tour of the Erie Canal and the Lockport Locks.

33. That upon information and belief, and at all times hereinafter mentioned, on or about the 12th day of June 2023, during the boating portion of the guided tour of the Erie Canal and the Lockport Locks, the boat capsized and Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, were sent into the water, thereby sustaining serious personal injuries and severe emotional distress.

34. That said incident was caused solely due to the negligence, carelessness, and recklessness on the part of the Defendant.

35. That said incident occurred through no fault, neglect, or carelessness on the part of the Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, herein contributing thereto.

36. That upon information and belief, Defendant, JOHN DOE, failed to properly inspect and maintain said vessel.

37. That by reason of the foregoing, the Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, have been caused to sustain, among other things, serious, painful, and permanent injuries in and about their head, arms, legs, and body; in that they were incapacitated from their duties and responsibilities, all to their damage, including property damage, in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction

WHEREFORE, Plaintiffs, DANIEL MORRISSETTE, and ELIZABETH MORRISSETTE, demands relief in judgment on their behalf, and to receive damages on the allegations previously stated herein in an amount as may be just and proper based on the circumstances, together with the costs and disbursements of this action against the named Defendants; and for such other and further relief as to this Court may deem just and proper.

DATED: Buffalo, New York
August 5, 2024

ANDREWS, BERNSTEIN, & MARANTO, PLLC

By: /s/ Robert J. Maranto, Jr.
Robert J. Maranto, Jr., Esq.
Attorneys for Plaintiffs
420 Franklin Street
Buffalo, New York 14202
Telephone (716) 842-2200

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

KRISTEN BROLINSKI
370 N. 8th Street
Lewiston, New York 14092

Plaintiff,

SUMMONS

vs.

Index No: _____

CITY OF LOCKPORT
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

HYDRAULIC RACE CO., INC. d/b/a
LOCKPORT CAVE & UNDERGROUND
BOAT RIDE
5 Gooding Street
Lockport, New York 14094

JOHN DOE

Defendants.

TO THE ABOVE-NAMED DEFENDANTS:

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

The trial of this action is to be held in the County of Niagara

DATED: Buffalo, New York
August 5, 2024

ANDREWS, BERNSTEIN, & MARANTO, PLLC

By: /s/ Robert J. Maranto, Jr.
Robert J. Maranto, Jr. Esq.
Attorneys for Plaintiff
420 Franklin Street
Buffalo, New York 14202
Telephone (716) 842-2200

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

KRISTEN BROLINSKI
370 N. 8th Street
Lewiston, New York 14092

Plaintiff,

COMPLAINT

vs.

Index No: _____

CITY OF LOCKPORT
Lockport Municipal Building
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HYDRAULIC RACE CO., INC. d/b/a
LOCKPORT CAVE & UNDERGROUND
BOAT RIDE
5 Gooding Street
Lockport, New York 14094

JOHN DOE

Defendants.

The Plaintiff, KRISTEN BROLINSKI, through and by her attorneys, ANDREWS, BERNSTEIN, & MARANTO, PLLC, for her complaint against the Defendants, alleges as follows:

1. That upon information and belief, and at all times hereinafter mentioned, Plaintiff, KRISTEN BROLINSKI, was and is a resident of the Town of Lewiston, County of Niagara, and State of New York.

2. That upon information and belief, and at all times hereinafter mentioned, Defendant, CITY OF LOCKPORT, was and is a municipal entity duly organized and existing pursuant to New York State Law.

3. That upon information and belief, and at all times hereinafter mentioned, Defendant, CITY OF LOCKPORT, was transacting business within the State of New York, with

an office located at the Lockport Municipal Building, One Locks Plaza, Lockport, New York 14094.

4. That upon information and belief, and at all times hereinafter mentioned, Defendant HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, was and is a limited liability corporation duly licensed to transact business within the State of New York.

5. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, was transacting business within the State of New York with its principal office located at 5 Gooding Street, Lockport, New York.

6. That upon information and belief, and at all times hereinafter mentioned, Defendants, CITY OF LOCKPPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees controlled the premises located on or about 5 Gooding Street, Lockport, New York 14094.

7. That upon information and belief, and at all times hereinafter mentioned, Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees maintained the premises located on or about 5 Gooding Street, Lockport, New York 14094.

8. That upon information and belief, and at all times hereinafter mentioned, Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or

employees regularly inspected the premises located on or about 5 Gooding Street, Lockport, New York 14094.

9. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees managed the boats used for touring the subject waterways, underground caves, and tunnels.

10. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees maintained the boats used for touring the subject waterways, underground caves, and tunnels.

11. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees controlled the boats used for touring the subject waterways, underground caves, and tunnels.

12. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees operated the boats used for touring the subject waterways, underground caves, and tunnels.

13. That upon information and belief, and at all times hereinafter mentioned, Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, individually and/or through their agents, servants, or employees inspected the boats used for touring the subject waterways, underground caves, and tunnels.

14. That upon information and belief and at all times herein relevant, Defendants, CITY

OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, has been the owner and operator of premises located at 5 Gooding Street, in the City of Lockport, County of Niagara and State of New York and was responsible for the waterways, underground caves, tunnels and tour boat rides conducted thereon.

15. Upon information and belief, and at all times herein relevant, it was the duty of the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE. to inspect, license, permit, maintain and ensure the subject premises, boats and boat tours mentioned herein were in a reasonable safe and suitable condition for people, tourists, boat passengers, patrons, pedestrians and guests.

16. That on or about the 12th day of June 2023, Plaintiff, KRISTEN BROLINSKI, while lawfully on the premises on or about 5 Gooding Street, Lockport, New York 14094, attended a guided tour of the Erie Canal and the Lockport Locks.

17. That upon information and belief, and at all times hereinafter mentioned, on or about the 12th day of June 2023, during the boating portion of the guided tour of the Erie Canal and the Lockport Locks, the boat capsized and Plaintiff, KRISTEN BROLINKSKI, was sent into the water, thereby sustaining serious personal injuries and severe emotional distress.

18. That upon information and belief, and at all times hereinafter mentioned, it was the duty and responsibility of Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, to ensure that the boat being used for the guided tour, was controlled, inspected, maintained, and safe.

19. That upon information and belief, and at all times hereinafter mentioned, the boat used for the guided tour used pontoons to remain buoyant. According to investigators, 5 of the boat's 7 pontoons had been compromised. A defect that should have been caught and repaired by

Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE.

20. That Plaintiff, KRISTEN BROLINSKI's injuries were caused by the negligence, lack of care, carelessness, and recklessness on the part of the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, their agents, servants, and/or employees.

21. That said incident occurred through no fault or neglect on the part of the Plaintiff, KRISTEN BROLINSKI, herein contributing thereto.

22. That the aforementioned negligence of the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, their agents, servants, and/or employees includes but is not limited to: failure to properly maintain the subject premises in a reasonably safe condition; failure to inspect said premises; creating a hazardous condition; failure to properly inspect, control, and maintain the boat used for the guided tour; and that the Defendants, CITY OF LOCKPORT, and/or HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, were otherwise careless and negligent in the premises.

23. That on or about August 31, 2023, a Notice of Claim was timely served on Defendant, CITY OF LOCKPORT, demanding compensation for Plaintiff, KRISTEN BROLINSKI's injuries.

24. That at least thirty (30) days have elapsed since the service of the Notice of Claim and the referenced demand, and Defendant, CITY OF LOCKPORT, have neglected or refused to make payment thereof.

25. That Plaintiff has fully complied with the conditions set forth in Section 50-e of the

General Municipal Law.

26. That as a result of the aforesaid, the Plaintiff, KRISTEN BROLINSKI, has been caused to sustain, among other things, serious, painful, and permanent injuries in and about her head, arms, legs, and body; in that she is incapacitated from her duties and responsibilities, all to her damage in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE ABOVE DEFENDANT,

JOHN DOE, THE PLAINTIFF ALLEGE AS FOLLOWS:

27. Plaintiff, KRISTEN BROLINSKI, repeat and reallege paragraphs “1” through “26” above.

28. That upon information and belief, at all times hereinafter mentioned, Defendant, JOHN DOE, was employed by Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, and was in the actual scope of his employment at the time of the incident herein described.

29. That on or about June 12, 2023, the Plaintiff, KRISTEN BROLINSKI, was a passenger in the boat maintained and/or controlled by Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE.

30. That upon information and belief, at all times hereinafter mentioned Defendant, JOHN DOE, was operating the certain boat in the accident hereinafter described owned by Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, with the knowledge, consent, and permission of Defendant, HYDRAULIC RACE CO., INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE.

31. That on or about the 12th day of June 2023, Plaintiff, KRISTEN BROLINSKI, while lawfully on the premises on or about 5 Gooding Street, Lockport, New York 14094, attended a guided tour of the Erie Canal and the Lockport Locks.

32. That upon information and belief, and at all times hereinafter mentioned, on or about the 12th day of June 2023, during the boating portion of the guided tour of the Erie Canal and the Lockport Locks, the boat capsized and Plaintiff, KRISTEN BROLINSKI, was sent into the water, thereby sustaining serious personal injuries and severe emotional distress.

33. That said incident was caused solely due to the negligence, carelessness, and recklessness on the part of the Defendant.

34. That said incident occurred through no fault, neglect, or carelessness on the part of the Plaintiff, KRISTEN BROLINSKI, herein contributing thereto.

35. That upon information and belief, Defendant, JOHN DOE, failed to properly inspect and maintain said vessel.

36. That by reason of the foregoing, the Plaintiff, KRISTEN BROLINSKI, has been caused to sustain, among other things, serious, painful, and permanent injuries in and about her head, arms, legs, and body; in that he was incapacitated from her duties and responsibilities, all to her damage, including property damage, in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction

WHEREFORE, Plaintiff, KRISTEN BROLINSKI, demands relief in judgment on her behalf, and to receive damages on the allegations previously stated herein in an amount as may be just and proper based on the circumstances, together with the costs and disbursements of this action against the named Defendants; and for such other and further relief as to this Court may deem just and proper.

DATED: Buffalo, New York
August 5, 2024

ANDREWS, BERNSTEIN, & MARANTO, PLLC

By: /s/ Robert J. Maranto, Jr.
Robert J. Maranto, Jr., Esq.
Attorneys for Plaintiff
420 Franklin Street
Buffalo, New York 14202
Telephone (716) 842-2200

City of Lockport - Resolution Request Form

Agenda Description: Lockport Little Loop Donation													
Presented By: Daniel Cavallari	Date Submitted: 8/21/2024												
Topic Area (Select Most Applicable Option):													
Community Event Budget Amendment Contract Approval Donation Acceptance Grant Application / Award Fund Utilization Request	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%; border: 1px solid black; height: 15px;"></td><td style="width: 50%; border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px; text-align: center;">✓</td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> <tr><td style="border: 1px solid black; height: 15px;"></td><td style="border: 1px solid black; height: 15px;"></td></tr> </table>			✓									
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<i>Please provide to Clerk at least 9 <u>calendar days</u> prior to Council meeting. Otherwise request will go to following meeting.</i>													
Summary of Resolution: The Lockport Little Loop Football program has donated money in order to buy supplies to repair park facilities. City of Lockport employees will use the materials purchased with these donated funds to repair the parks.													
Explanation of Attachments: 1) Resolution													
Please include all backup correspondence, purchase order, quotes, meeting minutes, emails, etc... If any of this information is confidential and cannot be released publically, please denote a check in this field: _____													
Clerk/Legal/Finance Approval:													
Notes:													
Name:	Date of Approval:												

Whereas General City Law 20(3) authorizes the City to accept donations from individuals or organizations, and to use said donations per the restrictions placed on them by the donor, regardless of minimum value; now, therefore, be it

Resolved that the Mayor and Common Council do hereby extend thanks and appreciation to the Lockport Little Loop Football for a donation of \$1,863.83 to be used for repairs to park facilities; and

Resolved that the FY 2024 General Fund budget be amended as follows:

Revenue

Increase

A.7110.32705.AP	Gifts and Donation	\$1,863.83
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Expenditures

Increase

A.7110.54077	Const. & Maint. Supplies	\$1,863.83
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City of Lockport - Resolution Request Form

Agenda Description: Street Paver Repair

Presented By: Clayton Dimmick

Date Submitted: 8/16/2024

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:

On 8.13.2024 the City's sole paving machine broke down. The City does not have sufficient funds to cover this unanticipated cost. We would like to allocate contingency funds to cover this fix in the amount of \$30,500.

Explanation of Attachments:

1) Resolution 2) Repair Quote

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:

Milton



Brewer, ME (207) 989-1890
 Cranston, RI (401) 946-6450
 Richmond, VT (802) 434-4228
 Scarborough, ME (207) 883-9586
 Wareham, MA (508) 291-1200
 Milford, MA (508) 634-3400

Batavia, NY (585) 815-6200
 Binghamton, NY (607) 772-6500
 Clifton Park, NY (518) 877-8000
 Syracuse, NY (315) 476-9981
 Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT168611
ESTIMATE DATE: 7/31/2024
ESTIMATE EXPIRES: 9/29/2024

BILL TO

City of Lockport
 Vehicle Maint Dept
 1 Locks Plaza
 Lockport, NY 14094
 USA

SHIP TO

City of Lockport
 455 South Niagara ST
 Lockport, NY 14094
 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0914966	07/22/2024	0564357	0564357	Batavia	General Line	1 of 3
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Parker, Sarah	John Leibel					
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	AP500E	JWK00165		S056810	3378	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

03 REMOVE AND INSTALL - ELECTRIC POWER GENERATOR

REMOVE & INSTALL GENERATOR**Parts**

2	0992374	Bolt	2.35	4.70
1	1282596	Meter Seal	18.37	18.37
1	1834494	Belt	80.24	80.24
1	1H3338	Lock Washer	0.15	0.15
1	2227945	Film-Warn Sh	9.76	9.76
1	2249828	Film-Warn Sh	9.76	9.76
2	2P1293	Locknut	19.02	38.04
1	3445673	Nut-Hex	0.24	0.24
4	3626644	Breaker As	186.05	744.20
1	3682419	Breaker As	563.62	563.62
1	3988389	Block-Stud	34.12	34.12
1	3995150	Generator Gp	15,456.52	15,456.52
1	3J4818	Lock Washer	0.21	0.21
23	3S2093	Strap-Cable	0.26	5.98
1	4182328	Harness As	27.33	27.33
1	4200612	Wiring As	11.62	11.62
1	4200779	Harness As	239.06	239.06
1	4200798	Harness As	295.14	295.14
1	4214076	Film-Circuit	18.89	18.89
1	4214283	Tube As	479.56	479.56
1	4214284	Tube As	473.49	473.49
1	4318804	Plate	709.83	709.83
1	4318806	Plate As	1,449.32	1,449.32
1	4318807	Plate	244.67	244.67
1	4318808	Plate	104.76	104.76
1	4457531	Wire As-Grou	12.36	12.36
2	4D1326	Lockwasher	0.20	0.40
2	5C2874	Nut	0.17	0.34
2	5C7261	Nut	0.27	0.54

CONTINUED

CUSTOMER INITIALS

DATE

Milton



Brewer, ME (207) 989-1890
 Cranston, RI (401) 946-6450
 Richmond, VT (802) 434-4228
 Scarborough, ME (207) 883-9586
 Wareham, MA (508) 291-1200
 Milford, MA (508) 634-3400

Batavia, NY (585) 815-6200
 Binghamton, NY (607) 772-6500
 Clifton Park, NY (518) 877-8000
 Syracuse, NY (315) 476-9981
 Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT168611
ESTIMATE DATE: 7/31/2024
ESTIMATE EXPIRES: 9/29/2024

BILL TO

City of Lockport
 Vehicle Maint Dept
 1 Locks Plaza
 Lockport, NY 14094
 USA

SHIP TO

City of Lockport
 455 South Niagara ST
 Lockport, NY 14094
 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0914966	07/22/2024	0564357	0564357	Batavia	General Line	2 of 3
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Parker, Sarah	John Leibel					
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	AP500E	JWK00165		S056810	3378	

	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	5K9090 Seal O Ring	1.71	3.42
2	6V8801 Nut	0.37	0.74
4	6V9746 Seal-O-Ring-	1.55	6.20
2	7H3937 Lock Washer	0.15	0.30
2	7V5628 Plate	3.72	7.44
4	7V6089 Clamp	6.56	26.24
4	8C8451 Bolt	0.50	2.00
2	8C8493 Union	27.73	55.46
2	8F7242 Washer	0.32	0.64
4	8T4121 Washer-Hard	0.67	2.68
1	8T4138 Bolt	0.27	0.27
1	8T4191 Bolt	0.55	0.55
4	8T4195 Bolt	0.90	3.60
2	8T4205 Washer	0.35	0.70
3	8T4224 Washer	0.47	1.41
6	8T4896 Washer	0.49	2.94
3	8T4908 Bolt	0.56	1.68
1	8X5802 Strap A	35.71	35.71

Labor

Total Labor

8,910.00

CONTINUED

CUSTOMER INITIALS

DATE

Milton



Brewer, ME (207) 989-1890
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 Scarborough, ME (207) 883-9586
 Wareham, MA (508) 291-1200
 Miford, MA (508) 634-3400

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CSR0914966	07/22/2024	0564357	0564357	Batavia	General Line	3 of 3
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Parker, Sarah	John Leibel					
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	AP500E	JWK00165		S056810	3378	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

1

Environmental Services

365.31

365.31

Total Segment Parts	21,185.20
Total Segment Labor	8,910.00
Total Segment Miscellaneous	365.31
Segment Total	30,460.51

Total Invoice Parts	21,185.20
Total Invoice Labor	8,910.00
Total Invoice Miscellaneous	365.31

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	30,460.51
------------------------	------------------

Terms are n/30 with approved credit

 CUSTOMER PURCHASE ORDER

 CUSTOMER PRINTED NAME

 CUSTOMER SIGNATURE

 DATE