

**CITY OF LOCKPORT**  
**COMMON COUNCIL PROCEEDINGS**

Lockport Municipal Building

Regular Meeting  
Official Record

December 18th, 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, Kirchberger, Lupo, Mullane  
Absent: President Fogle

**INVOCATION – Pastor Steve**

**ANNOUNCEMENTS**

**RECESS**

Recess for public input.

**120424.1**

**APPROVAL OF MINUTES**

On motion of Alderman Craig, seconded by Alderman Kirchberger, the minutes of the Regular Meeting of December 4th, 2024 are hereby approved as printed in the Journal of Proceedings. Ayes 5. Carried.

**FROM THE MAYOR**

**Appointments:**

Frank R. Masic Jr., 7315 Colonial Drive Ext., Niagara Falls, NY, has been appointed to Heavy Equipment Operator for the Highway and Parks Department for the City of Lockport effective December 3<sup>rd</sup> 2024. Said position is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

Rohan G. Purville, 409 Pine Street, Lockport, NY has been appointed to Heavy Equipment Operator of the Waste Water Treatment Plant for the City of Lockport effective December 16<sup>th</sup> 2024.. Said appointment is permanent and subject to the City of Lockport Municipal Civil Service Rules and Regulations.

**Commissioner of Deeds: For the term of two years expiring December 31, 2026**

John Johnston  
Patrick Weidel  
Andrew Rosenberg  
Richard Abbott

1610 Lockport Rd., Youngstown, NY 14174  
4804 Sebastian Drive, Lockport, NY 14094  
268 Genesee Street, Lockport, NY 14094  
93 Lewis Street, Lockport, NY 14094

Paula Travis Halliday	28 Spruce Street, Lockport, NY 14094
Michael Carney	407 Bennett Street, North Tonawanda, NY 14120
Joseph Oates	342 Union Street, Lockport, NY 14094
Delaina Lombardi	249 Davison Road Apt 5, Lockport, NY 14094
Ross Annable	3135 Johnson Creek Rd., Middleport NY 14105
Kevin Clark	76 Hi Point Drive, Lockport, NY 14094
Larry Kensinger	2025 Lasalle Avenue, Niagara Falls, NY 14094
Emily Serianni	773 Walnut Street, Lockport, NY 14094
Andrew Nemi	564 Willow Street, Lockport, NY 14094
Irene Myers	2426 Youngstown-Lockport Rd, Ransomville NY 14131
John Craig	31 Lakeview Parkway, Lockport, NY 14094
Kevin Kirchberger	670 Walnut Street, Lockport, NY 14094
Dennis Stachera	20 Regent Street, Lockport, NY 14094
Cristopher Wronski	389 Walnut Street, Lockport, NY 14094
Ann Boci	41 Grant Street, Lockport, NY 14094
James Rook	6833 Tonawanda Creek Road, NY 14094

### 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)

#### **Notice of Summons:**

Daniel Warmus vs. City of Lockport, Lieutenant Steven Tarnowski, Carol Edwards, Sarah Lanzo, Jennifer Wochna, Emily Stoddard and John Doe.

Referred to Corporation Counsel

### MOTIONS & RESOLUTIONS

#### **121824.2**

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 December 19th, 2024.

Seconded by Alderman Lupo and adopted. Ayes 5.

#### **121824.3 WITHDRAWN**

#### **121824.4**

By Alderman Criag:

**Whereas** on or about February 14, 2023, the City of Lockport (the "City") resumed providing ambulance and transport services for City residents, and

**Whereas** as a result of reinstating ambulance services, the Lockport Professional Firefighters Association, Local 963 (the "Union"), requested negotiations with the City concerning the impact of such services on Union members, and

**Whereas** the City and the Union have reached a tentative agreement to resolve such impact negotiations, now therefore be it

**Resolved** that the City directs the Mayor, through Corporation Counsel, enter into an agreement with the Union to modify the terms of the Collective Bargaining Agreement as follows:

Effective February 14, 2023, Emergency Service Personnel rates shall be modified as follows:

EMT from 4% to 5% of base pay  
AEMT from 5% to 6% of base pay  
Critical Care from 6% to 7% of base pay  
Paramedic from 7% to 8% of base pay

Said modification shall be fully retroactive

Effective January 1, 2024, rates shall be increased by 1% for all certifications, fully retroactive.

Effective January 1, 2025, rates shall be increased by 1% for all certifications.

Effective January 1, 2026, rates shall be increased by 1% for all certifications.

and be it further

**Resolved** that the sum total of all retroactive payments as referenced herein shall be paid in three equal installments payable on January 1<sup>st</sup>, 2025, July 1<sup>st</sup>, 2025 and January 1<sup>st</sup> 2026.

Seconded by Alderman Mullane and adopted. Ayes 4.

Alderman Devine abstained due to his son being one of the Firefighters.

#### **121824.5**

By Alderman Lupo:

**Resolved** that pursuant to their request, The Lock Tender, 4 Lock Street, is granted permission to use the parking lot behind 57 Canal Street on Saturday January 18<sup>th</sup>, 2025 host a street hockey tournament, from 12-4pm in hopes of bringing new customers to area businesses during a relatively slow time of year.

**Resolved** that the Highway and Parks Department is hereby authorized and directed to close the city parking lot behind 57 Canal Street on January 18<sup>th</sup> from 8am- 5pm, with enough time for set-up and take down of temporary rink constructed of hay bails, and deliver barricades and street closed signs, no parking signs and trash receptacles to the area prior to the set-up of the event. Said permission is subject to The Lock Tender filing a certificate of insurance naming the City of Lockport as additional insured with the City Clerk naming the City of Lockport as additionally insured.

Seconded by Alderman Devine and adopted. Ayes 5.

#### **121824.6**

By Alderman Lupo:

**Whereas** the City of Lockport entered into an agreement with Lockport Community Services, Inc. via Resolution 120220.8 to support the fund development plan for the Railyard Skatepark Project as part of the Built to Play Initiative funded by the Wilson Foundation and the Skatepark Project; and

**Whereas** this agreement included a commitment of \$12,000.00 from the City to support signage as part of the Niagara County-based Greenway Commission grant, which served as a cash equivalent match requirement for the \$300,000.00 grant to construct the skatepark; and

**Whereas** the City has not yet fulfilled its original commitment of \$12,000.00; and

**Whereas** an additional \$3,000.00 is required to cover remaining costs and finalize the project budget; and

**Whereas** funds for this expenditure are available in the City's Parks Revitalization Program (H206), established in 2021;

**Now therefore be it resolved** that the City of Lockport is hereby authorized to disburse \$15,000.00, consisting of the original \$12,000.00 commitment and an additional \$3,000.00, from the H206 Capital Project Fund to Lockport Community Services, Inc., to support the completion of the Railyard Skatepark Project.

Seconded by Alderman Mullane and adopted. Ayes 4.

Alderman Craig abstained due to being on the grant Committee prior to being an Alderman.

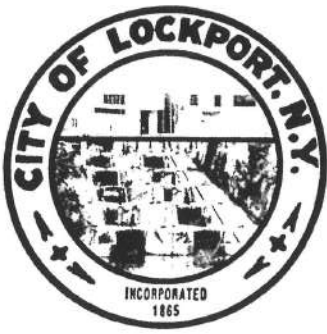
**121824.7**

### **ADJOURNMENT**

At 6:09pm Alderman Craig moved the Common Council be adjourned until 6:00pm Wednesday, January 8th, 2025.

Seconded by Alderman Devine and adopted. Ayes 5.

EMILY STODDARD  
City Clerk



**CITY OF LOCKPORT, NEW YORK**

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

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December 3, 2024

TO: Common Council

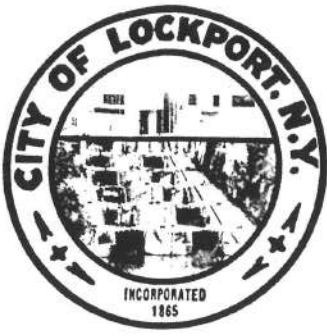
Under and by virtue of the authority conferred on me by the charter of the City of Lockport, New York, I, John Lombardi III, Mayor of said City, do hereby appoint Frank R. Masic, Jr, of 7315 Colonial Dr Ext, Niagara Falls, NY 14305 to Heavy Equipment Operator, Highways and Parks. This is a permanent position effective December 3, 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 3<sup>rd</sup> day of December 2024.

John Lombardi III  
Mayor

cc: F. Masic  
C. Dimmick  
City Clerk



**CITY OF LOCKPORT, NEW YORK**

Lockport Municipal Building

One Locks Plaza

Lockport, NY 14094

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December 16, 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 Rohan G. Purville of 409 Pine St, Lockport, NY 14094 to Heavy Equipment Operator of Waste Water Treatment Plant. This is a permanent position effective December 16, 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 16<sup>th</sup> day of December 2024.



John Lombardi III  
Mayor

cc: R. Purville  
M. McFall  
City Clerk

SUPREME COURT OF THE STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NIAGARA

RECEIVED  
DEC 13 2024

DANIEL WARMUS

SUMMONS

*Plaintiff,*

vs.

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

Index No.:

The basis of venue is the  
Defendants' Place of Business

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

Plaintiff designates Niagara County  
as the place of trial

CITY OF LOCKPORT POLICE OFFICER  
JOHN DOE(S)  
One Locks Plaza  
Lockport Municipal Building  
Lockport, New York 14094

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

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

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

CITY OF LOCKPORT EMPLOYEE  
**EMILY STODDARD**  
One Locks Plaza

Lockport Municipal Building  
Lockport, New York 14094

CITY OF LOCKPORT EMPLOYEE(S)  
JOHN DOE(S)  
One Locks Plaza  
Lockport Municipal Building  
Lockport, New York 14094

*Defendants.*

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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 the 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 (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: Buffalo, New York  
December 1, 2024

**PENBERTHY LAW GROUP LLP**

By: s/Brittanylee Penberthy, Esq.  
BRITTANYLEE PENBERTHY, ESQ.

Attorneys for Plaintiff  
Office and P.O. Address  
227 Niagara Street  
Buffalo, New York 14201  
(716) 803-8402



SUPREME COURT OF THE STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NIAGARA

DANIEL WARMUS

**COMPLAINT**

*Plaintiff,*

vs.

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

Index No.:

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

CITY OF LOCKPORT POLICE OFFICER  
JOHN DOE(S)  
One Locks Plaza  
Lockport Municipal Building  
Lockport, New York 14094

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

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

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

CITY OF LOCKPORT EMPLOYEE  
EMILY STODDARD

One Locks Plaza  
Lockport Municipal Building  
Lockport, New York 14094

CITY OF LOCKPORT EMPLOYEE(S)  
JOHN DOE(S)  
One Locks Plaza  
Lockport Municipal Building  
Lockport, New York 14094

*Defendants.*

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Plaintiff, above named, by his attorneys, PENBERTHY LAW GROUP LLP, for his Complaint against the defendants, CITY OF LOCKPORT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S), alleges as follows:

**CONDITIONS PRECEDENT TO SUIT**

1. The condition precedent to suit concerning New York General Municipal Law §50-e's Notice of Claim requirements have been performed.

**PARTIES**

2. The Plaintiff, DANIEL WARMUS, at all times hereinafter mentioned was and still is a resident of the Town of Alden, located within the County of Erie and the State of New York.

3. Upon information and belief, the defendant, CITY OF LOCKPORT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

4. Upon information and belief, within Defendant CITY OF LOCKPORT exists a police department, which employs Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI and CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S).
5. Upon information and belief, at all times hereinafter mentioned, Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI and CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S) were and still are residents of the County of Niagara and the State of New York. CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI and CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S) are sued in both their individual and official capacities.
6. Upon information and belief, at all times hereinafter mentioned, the police officer defendants, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI and CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S) were employed by Defendant CITY OF LOCKPORT, as police officers, and at all relevant times mentioned herein were acting in their capacity as police officers in accordance with the policies, directives, initiatives, both express, implied, and as a matter of custom of the municipal defendant, CITY OF LOCKPORT.
7. Upon information and belief, at all times hereinafter mentioned, CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) were and still are residents of the County of Niagara and the State of New York. CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT

EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) are sued in both their individual and official capacities.

8. Upon information and belief, at all times hereinafter mentioned, the City Hall employee defendants, CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) were employed by Defendant CITY OF LOCKPORT, as City employees, and at all relevant times mentioned herein were acting in their capacity as City employees in accordance with the policies, directives, initiatives, both express, implied, and as a matter of custom of the municipal defendant, CITY OF LOCKPORT.

9. Defendant CITY OF LOCKPORT is vicariously liable for the conduct of Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) under the doctrine of respondeat superior.

**STATEMENT OF FACTS**

10. On or about August 18, 2023, Plaintiff DANIEL WARMUS presented lawfully to the City of Lockport Municipal office, located at 1 Locks Plaza, Lockport, New York, 14904, and was video recording the service of process of a city employee of his own civil claim. In the recording of lawful process, Defendants CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or

CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) accuse Plaintiff of committing the charge of harassment, knowing the same not to be true.

11. None of Plaintiff's aforementioned activities were conducted in a criminal manner under the laws of the state nor was there indicia of criminality afoot, nonetheless, Plaintiff was subjected to a prolonged stop, arrest, and prosecution by Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S).
12. Upon information and belief, Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S), without sufficient cause, ordered the arrest and prosecution of Plaintiff.
13. Upon information and belief, Defendants' conduct was retaliatory for Plaintiff's recording of Defendants.
14. Ultimately, the aforementioned false charges against Plaintiff were dismissed on or about December 14, 2023.
15. Upon information and belief, the incident hereinbefore described and the resultant damages sustained here was caused as a result of the negligence, carelessness, reckless disregard and/or unlawful conduct on the part of the agents, servants and/or employees of the CITY OF

LOCKPORT and CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S). Such acts or omissions include, but are not limited to, unlawful arrest; malicious prosecution; failing and omitting to have and provide personnel with sufficient experience to handle similar circumstances; and allowing and permitting personnel and/or police officers to cause injury to Plaintiff.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS CITY OF LOCKPORT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S), ABOVE-NAMED, THE PLAINTIFF, DANIEL WARMUS, ALLEGES:**

16. Plaintiff incorporates and repeats the above paragraphs in their entirety with the same force and effect as if set forth fully herein.

17. Defendants CITY OF LOCKPORT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) did cause the commencement of and/or continuation of and otherwise participate in a judicial proceeding against the Plaintiff and said Defendants did wrongfully and maliciously complain against, and initiate the judicial proceedings or participate therein and/or continue the

action in Court against the Plaintiff, where the proceedings lacked probable cause and merit, and were based on false allegations.

18. The judicial proceedings did terminate in favor of the Plaintiff.

19. Each and every of the individual defendants named herein at all times mentioned in this Complaint were state actors acting under color of state law.

20. That by reason of the foregoing, Plaintiff has been caused to sustain injuries and losses, all to each of his damage in a sum of money exceeding the monetary jurisdiction of all lower Courts.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST  
DEFENDANTS CITY OF LOCKPORT, CITY OF  
LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY  
OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY  
OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY  
OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF  
LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF  
LOCKPORT EMPLOYEE EMILY STODDARD, and CITY  
OF LOCKPORT EMPLOYEE(S) JOHN DOE(S), ABOVE-  
NAMED, THE PLAINTIFF, DANIEL WARMUS, ALLEGES:**

21. Plaintiff incorporates and repeats the above paragraphs in their entirety with the same force and effect as if set forth fully herein.

22. Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S), at all times mentioned in this Complaint, were acting under color of New York State law, actionable under 42 U.S.C. § 1983.

23. Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) intended to arrest and maliciously prosecute Plaintiff, wherein Plaintiff was conscious of the arrest and did not consent to the same, nor was Defendants' activities privileged.

24. Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) lacked probable cause to arrest Plaintiff.

25. By falsely charging and instituting an arrest of Plaintiff, Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) violated his Fourth and Fourteenth Amendment rights to be free from deprivations of liberty without due process of law.

26. That by reason of the foregoing, Plaintiff has been caused to sustain injuries and losses, all to each of his damage in a sum of money exceeding the monetary jurisdiction of all lower Courts.



**AS AND FOR A THIRD CAUSE OF ACTION AGAINST  
CITY OF LOCKPORT, CITY OF LOCKPORT  
LIEUTENANT STEVEN TARNOWSKI, CITY OF  
LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF  
LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF  
LOCKPORT EMPLOYEE SARAH LANZO, CITY OF  
LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF  
LOCKPORT EMPLOYEE EMILY STODDARD, and CITY  
OF LOCKPORT EMPLOYEE(S) JOHN DOE(S), ABOVE-  
NAMED, THE PLAINTIFF, DANIEL WARMUS, ALLEGES:**

27. Plaintiff incorporates and repeats the above paragraphs in their entirety with the same force and effect as if set forth fully herein.
28. All of the above conduct, including the malicious prosecution under color of state law pursuant to 42 U.S.C. § 1983, against Plaintiff by Defendants CITY OF LOCKPORT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) was committed in violation of each of the Plaintiff's Fourth Amendment rights to be free from the same.
29. To prevail on a § 1983 claim for malicious prosecution, "a plaintiff must plead (1) the initiation or continuation of a criminal proceeding; (2) termination of the proceeding in his favor; (3) lack of probable cause for commencing the proceeding; and (4) actual malice as a motivation for the Defendants' actions." Murphy v. Lynn, 118 F.3d 938, 947 (2d Cir. 1997).
30. Plaintiff can show all of the above elements existed in relation to him being prosecuted for the offenses claimed in the incident of August 18, 2023, wherein there was no cause for arrest, the charges were dismissed, and malice existed against Plaintiff herein.

31. As detailed above, the Defendants lacked probable cause to initiate the above-referenced proceedings and institute charges against the Plaintiff on the August 18, 2023 incident, as well as continue with these charges until they were dismissed on the merits.

32. As the lack of probable cause to initiate these proceedings has been sufficiently pled, there is no need to independently plead malice. Malice can be inferred from the lack of probable cause. Cruz v. City of New York, No. 08 Civ. 8640 (LAP), 2010 WL 3020602, at \*6 (S.D.N.Y. July 27, 2010); Bleiwass v. City of New York, No. 15 CIV. 10046 (ER), 2017 WL 3524679, at \*6 (S.D.N.Y. Aug. 15, 2017).

33. Defendants' actions deprived Plaintiff of his due process rights and his right to be free from unreasonable restraint upon his liberty under the Fourth and Fourteenth Amendments.

34. Plaintiff received favorable terminations on the criminal charge lodged against him based on the lack of merit to said charges.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST  
CITY OF LOCKPORT, ABOVE-NAMED, THE PLAINTIFF,  
DANIEL WARMUS, ALLEGES:**

35. Plaintiff incorporates and repeats the above paragraphs in their entirety with the same force and effect as if set forth fully herein.

36. Actionable under 42 U.S.C. § 1983, as a result of the municipal policy, custom, or practice or decision of municipal policymaker with final policymaking authority, Defendants CITY OF LOCKPORT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) took action in the

instruction and/or promulgations of rules, under color of law, to cause and effect the deprivation of Plaintiff's Fourth and Fourteenth Amendments right to be free from deprivations of liberty without due process of law, to be subjected to the false arrest and malicious prosecution, above-described.

37. To establish a municipal liability claim, "a plaintiff is required to plead and prove three elements: (1) an official policy or custom that (2) causes the plaintiff to be subjected to (3) a denial of a constitutional right." Torraco v. Port Auth. of N.Y. & N.J., 615 F.3d 129, 140 (2d Cir. 2010) (quoting Wray v. City of New York, 490 F.3d 189, 195 (2d Cir. 2007)). A plaintiff can establish an official policy or custom by showing any of the following: (1) a formal policy officially endorsed by the municipality; (2) actions or decisions made by municipal officials with decision-making authority; (3) a practice so persistent and widespread that it constitutes a custom of which policymakers must have been aware; or (4) a failure by policymakers to properly train or supervise their subordinates, such that the policymakers exercised "deliberate indifference" to the rights of the plaintiff and others encountering those subordinates [emphasis added]. Iacovangelo v. Corr. Med. Care, Inc., 624 F. App'x 10, 13-14 (2d Cir. 2015) (formal policy officially endorsed by the municipality); Matusick v. Erie Cty. Water Auth., 757 F.3d 31, 62 (2d Cir. 2014) (widespread and persistent practice); Carter v. Inc. Vill. of Ocean Beach, 759 F.3d 159, 164 (2d Cir. 2014) (failure to train amounting to deliberate indifference); Jones v. Town of E. Haven, 691 F.3d 72, 81 (2d Cir. 2012) (policymaking official's "express" or "tacit" ratification of low-level employee's actions). Relating to widespread and pervasive practices and using logical inferences to impute knowledge onto policymakers, circumstantial evidence can be sufficient to support an inference that . . . a municipal policy or custom exists." Santos v. New York City, 847 F. Supp. 2d 573, 576 (S.D.N.Y. 2012) (citing Dwares v. City of New York, 985 F.2d 94, 100 (2d Cir. 1993)).

38. Defendant CITY OF LOCKPORT is liable for the false arrest and malicious prosecution of Plaintiff under the Monell Doctrine.

39. Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) conspired to falsely charge Plaintiff knowing there was no actual criminal conduct committed by Plaintiff by his videorecording a judicial process.

40. Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) were advised by their superiors and granted permission, express or implied, to proceed with the malicious prosecution of Plaintiff.

41. If his actions were done without deliberate malicious intent, in drafting and filing the baseless criminal charges against Plaintiff, especially after having reviewed the accounts of the complaining parties, Defendants CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI and CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S) exhibited poor training and a lack of proper supervision.

42. If their actions were done without deliberate malicious intent, in insisting on filing baseless criminal charges against Plaintiff, Defendants CITY OF LOCKPORT EMPLOYEE CAROLE

EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and/or CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S) exhibited poor training and a lack of proper supervision

43. As a result of the foregoing, the Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**PRAYER FOR RELIEF**

44. In consideration of the foregoing claims, declaratory, injunctive, and equitable relief is sought pursuant to 28 U.S.C. §2202.

45. As a result of the foregoing, Plaintiff DANIEL WARMUS requests recovery for reasonable attorney's fees and costs pursuant to 42 U.S.C. §1988 and Fed. R. Civ. P. Rule 54.

WHEREFORE, Plaintiff DANIEL WARMUS demands judgment on the above counts against the Defendants CITY OF LOCKPORT, CITY OF LOCKPORT LIEUTENANT STEVEN TARNOWSKI, CITY OF LOCKPORT POLICE OFFICER JOHN DOE(S), CITY OF LOCKPORT EMPLOYEE CAROLE EDWARDS, CITY OF LOCKPORT EMPLOYEE SARAH LANZO, CITY OF LOCKPORT EMPLOYEE JENNIFER WOCHNA, CITY OF LOCKPORT EMPLOYEE EMILY STODDARD, and CITY OF LOCKPORT EMPLOYEE(S) JOHN DOE(S), their units, their officers, employees, against and other persons acting in concert or participation with them as stated above, and award the following amounts:

- a. Compensatory damages in favor of the Plaintiff in an amount to be determined by a jury;
- b. Exemplary damages in favor of the Plaintiff;

- c. Costs of this action, including reasonable attorney fees to the Plaintiff pursuant to the Civil Rights Attorney's Fees Awards Act of 1976, U.S.C. 1988 (1976); and
- d. Such other relief as the court may deem appropriate.

DATED: Buffalo, New York  
December 1, 2024

**PENBERTHY LAW GROUP LLP**

By: s/Brittanylee Penberthy, Esq.  
BRITTANYLEE PENBERTHY, ESQ.  
Attorneys for Plaintiff  
Office and P.O. Address  
227 Niagara Street  
Buffalo, New York 14201  
(716) 803-8402



# NYSCEF Confirmation Notice

## Niagara County Supreme Court



The NYSCEF website has received an electronic filing on 12/01/2024 10:58 PM. Please keep this notice as a confirmation of this filing.

**E185506/2024**

**DANIEL WARMUS v. CITY OF LOCKPORT et al**

**Assigned Judge: None Recorded**

### Documents Received on 12/01/2024 10:58 PM

Doc #	Document Type
1	SUMMONS + COMPLAINT

### Filing User

BRITTANY LEE PENBERTHY | [bpenberthy@thepenlawgroup.com](mailto:bpenberthy@thepenlawgroup.com) | (716) 803-8402  
227 Niagara St, Buffalo, NY 14201-2336

### E-mail Service Notifications

An email regarding this filing has been sent to the following on 12/01/2024 10:58 PM:

**BRITTANY L. PENBERTHY - [bpenberthy@thepenlawgroup.com](mailto:bpenberthy@thepenlawgroup.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



E185506/2024

DANIEL WARMUS v. CITY OF LOCKPORT et al  
Assigned Judge: None Recorded

### Email Notifications NOT Sent

Role	Party	Attorney
Respondent	CITY OF LOCKPORT	No consent on record.
Respondent	STEVEN TARNOWSKI	No consent on record.
Respondent	CITY OF LOCKPORT POLICE OFFICER JOHN DOES	No consent on record.
Respondent	CAROLE EDWARDS	No consent on record.
Respondent	SARAH LANZO	No consent on record.
Respondent	JENNIFER WOCHNA	No consent on record.
Respondent	EMILY STODDARD	No consent on record.
Respondent	CITY OF LOCKPORT EMPLOYEE(S) JOHN DOES	No consent on record.

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

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

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)



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

-----X  
DANIEL WARMUS

Plaintiff/Petitioner,

- against -

Index No. E185506/2024

CITY OF LOCKPORT, et al.

Defendant/Respondent.  
-----X

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

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

### Information for Attorneys

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: 4 DECEMBER 2024

BRITTANY L. PENBERTHY

Name

PENBERTHY LAW GROUP LLP

Firm Name

227 NIAGARA STREET

BUFFALO, NEW YORK 14201

Address

716-803-8402

Phone

bpenberthy@thepenlawgroup.com

E-Mail

To: ALL DEFENDANTS

\_\_\_\_\_

\_\_\_\_\_

2/24/20

## City Clerk

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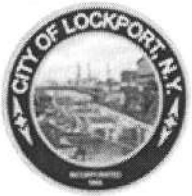
**From:** Kristin Schubring <kschubring@lockportny.gov>  
**Sent:** Tuesday, December 17, 2024 2:54 PM  
**To:** deputyclerk@lockportny.gov  
**Cc:** cityclerk@lockportny.gov  
**Subject:** AP Fund Totals 12/6/24 spc run, 12/18/24

Hello,

Invoices to be approved at the meeting on 12/18/24 are as follows:

Fund A General - \$175,124.08  
Fund CL Refuse & Recycling - \$101,569.63  
Fund FX Water - \$30,404.03  
Fund G Sewer - \$47,819.84  
Fund H Capital Projects - \$803,655.34  
Fund MS Health Insurance - \$1,573.80  
**Total - \$1,160,146.72**

Please let me know if you have any questions!



Kristin Bernardi Schubring  
Principal Account Clerk  
Finance Department  
City of Lockport, NY  
716.439.6620

### City of Lockport - Resolution Request Form

Agenda Description: **1/18 Parking Lot Closure Request**

Presented By: The Lock Tender

Date Submitted: 12/3/2024

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

Community Event <input checked="" type="checkbox"/>	<input type="checkbox"/>	Local Law Change	<input type="checkbox"/>
Budget Amendment	<input type="checkbox"/>	Community Development	<input type="checkbox"/>
Contract Approval	<input type="checkbox"/>	Community Event	<input type="checkbox"/>
Donation Acceptance	<input type="checkbox"/>	Engineering Process	<input type="checkbox"/>
Grant Application / Award	<input type="checkbox"/>	Code and Planning	<input type="checkbox"/>
Fund Utilization Request	<input type="checkbox"/>	Other	<input type="checkbox"/>

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

**Summary of Resolution:**

The Lock Tender, 4 Lock Street, requests closure of the parking lot behind 57 Canal Street on Saturday, January 18, 2025 (8 am - 5 pm). We hope to host a street hockey tournament at the space between 12-4 pm. The additional requested closure time is to set up and take down the event. We have selected the shoulder season in the hopes of bringing new customers to area businesses during a relatively slow time of year. A temporary rink will be constructed of hay bays and removed immediately after the event. The name of the tournament will be "The Lock Tender Classic"

**Explanation of Attachments:**

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: Seth Piccirillo, Co-Owner

Date of Approval:

**City Clerk**

---

**From:** Seth Piccirillo <seth@tapandcraft.com>  
**Sent:** Monday, November 11, 2024 1:54 PM  
**To:** cityclerk@lockportny.gov; mayor@lockportny.gov  
**Cc:** lockportmarket@gmail.com  
**Subject:** [EXTERNAL] 2025 street closure / parking lot use for 2 events

Good Afternoon - I hope you are both well. My name is Seth Piccirillo, owner of the Lock Tender - 4 Lock Street. First, everyone from the City and Lockport Main Street has been great to work with, and very helpful since we opened in July. Thank you.

We are looking at hosting two separate events in 2025 that would require approval/action from the city. Sending this email to start the conversation, but would be happy to set up a call or meeting to discuss. Most importantly, we want to make sure we do everything in the proper way with the city. We are able to provide insurance for both of these requests.

Saturday, January 18 12 pm-4pm  
Closure of the parking lot behind 57 Canal Street.  
Purpose: Street Hockey Tournament "The Lock Tender Classic"  
12 team street hockey tournament, bringing in teams from throughout the region.

Saturday, July 26 9 am - 9 pm  
Closure of Ontario Street from the corner of Lock Street to the Spires, for a Tap & Craft Festival. The event is a food, beer and wine tasting festival that will run from 3-7. The additional hours of closure request is for set up and take down.

Please let me know the best way to formalize these requests. Thank you.

### City of Lockport - Resolution Request Form

Agenda Description: Railyard Skatepark Funding

Presented By: Dr. Craig

Date Submitted: 12/18/2024

Topic Area (Select Most Applicable Option):

Community Event	<input type="checkbox"/>	Local Law Change	<input type="checkbox"/>
Budget Amendment	<input type="checkbox"/>	Community Development	<input type="checkbox"/>
Contract Approval	<input type="checkbox"/>	Community Event	<input type="checkbox"/>
Donation Acceptance	<input type="checkbox"/>	Engineering Process	<input type="checkbox"/>
Grant Application / Award	<input type="checkbox"/>	Code and Planning	<input type="checkbox"/>
Fund Utilization Request	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

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

Summary of Resolution:

To commit Capital Project (H206) funds to finalize the Railyard Skatepark project. Expense will be \$15,000. \$12,000 was committed at the inception of the project, this will add an additional \$3,000 of expense from the City.

Explanation of Attachments:

1)Resolution 2)Grant Package from 2021 3)H206 Budget Report 4)Reso 120220.8

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:

**Resolution to Authorize Funding for the Railyard Skatepark Project**

**Whereas**, the City of Lockport entered into an agreement with Lockport Community Services, Inc. via Resolution 120220.8 to support the fund development plan for the Railyard Skatepark, as part of the Built to Play Initiative funded by the Wilson Foundation and the Skatepark Project; and

**Whereas**, this agreement included a commitment of \$12,000.00 from the City to support signage as part of the Niagara County-based Greenway Commission grant, which served as a cash equivalent match requirement for the \$300,000.00 grant to construct the skatepark; and

**Whereas**, the City has not yet fulfilled its original commitment of \$12,000.00; and

**Whereas**, an additional \$3,000.00 is required to cover remaining costs and finalize the project budget; and

**Whereas**, funds for this expenditure are available in the City's Parks Revitalization Program (H206), established in 2021;

**Now, therefore, be it resolved**, that the City of Lockport is hereby authorized to disburse \$15,000.00, consisting of the original \$12,000.00 commitment and an additional \$3,000.00, from the H206 Capital Project Fund to Lockport Community Services, Inc., to support the completion of the Railyard Skatepark project.



Lockport Community Services, Inc.  
 P.O. Box 1348  
 Lockport, New York 14095-1348

December 18, 2021

The Skate Park Project  
 Mr. Benjamin Anderson Bashien, Executive Director  
 Mr. Trevor Staples, Built to Play Coordinator  
 1611-A Melrose Drive #360  
 Vista, CA 92081

Re: Grant Match Fund Report – Lockport, New York

Dear Mr. Bashien & Mr. Staples:

Enclosed with this letter are the financial records and reporting documentation that you required to be submitted to determine our final funding status for our Built to Play agreement.

Based on those holdings, I have outlined below the sources of those funds and their locations. In total, they represent a final tally of \$250,892.00. Here are our sources:

<u>Funding &amp; Sponsor</u>	<u>Total</u>
The Grigg Lewis Foundation, Inc.	\$125,000.00
The Lockport Verizon Media Fund	\$ 25,000.00
The John R. Oishei Foundation	\$ 28,000.00*
The Niagara Greenway River Commission (City of Lockport Contingency Support)	\$ 30,000.00*
City of Lockport Signage Support – requirement of Greenway)	\$ 12,000.00*
City of Lockport	\$ 10,000.00
Geico Scholarship Fund Donation (Schutt Family)	\$ 4,500.00
Sunrise Optimist Club Lockport	\$ 1,000.00*
Local Outreach (LCS, Inc. Bank Statement	\$ 14,292.00
Friends of the Railyard	\$ 600.00*
Ron Winter Donation	\$ 500.00
<b>Total</b>	<b>\$250,892.00</b>

\*Denotes funding secured, but not yet executed.

The John R. Oishei Foundation agreement of support has been executed (enclosed), but the actual check and funding are pending the agreement being processed.

The Greenway Commission funding is being backed by the City of Lockport until the Park is built in 2022. Grant is contingent on final building. Costs of \$30,000.00 will be paid by the city. LCS, Inc. will be reimbursed that funding and pass the funding on to the City. Copies of our letter of proposal and support documentation on the funding from Greenway and Niagara County are enclosed.



The City of Lockport has committed to paying \$12,000.00 for appropriate and required signage leading people to the Park from the Erie Canalway just outside of City Hall to Outwater Memorial Park. Geico will be presenting us a check on Thursday, December 16<sup>th</sup> for the Scholarship donation from the Kristina Schutt Family in memory of her son, Jacob Minnick for \$4,500.00 (check copy enclosed).

Sunrise Optimist Club shared a Memorandum of Support for \$1,000.00 if we reached our goal. Ron Winter has received a check from the Club. (Memo enclosed).

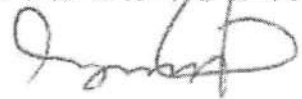
The Friends of the Railyard have \$600.00 in a Venmo account from Railyard t-shirt and vendor sales during outreach that is being transferred and will be deposited in the LCS, Inc. bank account this week. Joe Villella is transferring the funding shortly.

There is a donation from Ron Winter for \$500.00 (check copy enclosed).

Finally, a copy of Lockport Community Services, Inc. bank account statement is enclosed noting actual funding of \$39,292.88. We anticipate that the Oishei and other outstanding funding will be realized shortly. Funding support for Greenway \$30,000.00 and signage \$12,000.00 will be held by the City of Lockport until the park is under construction and built by a contractor in 2022.

If these documents are deemed acceptable from the Built to Play Initiative, we respectfully request that our \$300,000.00 check for the building of the new Railyard Skatepark for Lockport be released. If you have any questions or concerns, please contact me at your convenience. We are thankful for this opportunity in our community and look forward to a new state-of-the-art skate park in 2022 in the City of Lockport, New York with your generous support and contribution.

Warm regards,



John D. Craig, Ph.D., Chairman/President  
Lockport Community Services, Inc.

Attachment: supporting documentation

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

GRIGG LEWIS FOUNDATION, INC.  
76 West Avenue  
Lockport, NY 14094  
716-478-0002

The Bank of Castle  
50-581/223

1913

12/08/2021

PAY TO THE ORDER OF Lockport Community Services Inc

\$ \*\*125,000.00

One hundred twenty-five thousand and 00/100\*\*\*\*\*

DOLLARS

Lockport Community Services Inc  
PO Box 1348  
Lockport, NY 14095-1348

PROTECTED AGAINST FRAUD

*C. Smith*  
*Don L. Wilson*

MEMO 2021 Grant- Rallyard Skatspark Lockport NY

⑆001913⑆ ⑆022306818⑆ 8220024984⑆

RONALD J WINTER  
P O BOX 1348  
LOCKPORT, NY 14094-1619

2680

10-704/2223  
181

*Nov. 30, 2021*  
Date

Pay to the Order of *Lockport Community Services, Inc* \$ *500.00*  
*Five hundred and 00/100* Dollars

KeyBank National Association  
1-800-KEY2YOU® Key.com®

Key Privilege

For Brick: *John Craig PhD / Skatspark* *Ronald J Winter*

⑆222370440⑆ 848160550⑆ 2680

GEICO Philanthropic Foundation  
One Geico Plaza  
Washington, DC 20076

PNC Bank, N.A. 040  
15-3/540

No. 34192

Void After 180 Days

November 11, 2021

Exactly: \*\*\*4,500.00

Pay \*\*\*\*FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS\*\*\*\*

To The Order Of LOCKPORT COMMUNITY SERVICES INC  
PO BOX 1348  
LOCKPORT, NY 14095

*Neal M. Craig*  
TREASURER

⑆0034192⑆ ⑆054000030⑆ 5300402928⑆

Company	Invoice Number	Invoice Date	Invoice ID	Gross Amount
GPF	50GPF110621	Nov 8, 2021	SINV-0000078706	4,500.00
2021 GEICO CONTRIBUTION FOR SKATEPARK IN MEMORY OF JACOB MINNICK				
Supplier Number: S-0000026988		Supplier Name: Lockport Community Services Inc		



JOHN R. OISHEI FOUNDATION

## GRANT AWARD AND AGREEMENT

December 10, 2021

Dr. John D Craig  
 Lockport Community Services, Inc.  
 P.O. Box 1348  
 Lockport, NY 14095

Dear Dr. John D Craig:

Congratulations! In response to your grant application dated 9/14/2021, the trustees of The John R. Oishei Foundation have approved a grant in the amount of \$28,000.00 ("the Grant") in support of Lockport Railyard 2022 ("the Purposes").

Please review the beginning and concluding dates of the Grant period (see page 2) and upload a signed copy via our Grants Management System (GMS). **By signing this Agreement, you are accepting the Foundation's General Terms and Conditions\* for all grants.**

\*A copy of this document can be found at <https://oishei.org/files/documents/grantterms.pdf>.

### As a reminder:

- The terms of the agreement are as follows:
  - Payable in one payment of \$28,000
  - To be paid in Q1 2022
- To submit a signed copy of the Agreement, using our GMS, login to the Grants Portal, click on "Requirements", then "Signed Contract" for the current application and upload a PDF of the document. Upon receipt, funds will be issued in accordance with our grant distribution procedures.
- The Grant funds must be used specifically for the Purposes and in accordance with the timelines set forth in this agreement.
- Among other information that may be reasonably requested by the Foundation from time to time, progress and expenditure reports will be required 30 days prior to your next disbursement and 30 days after your grant end date. Please log into the Grants Portal, click on "Requirements", then "Success Story Reporting Form" and follow the prompts to submit the required information. For additional instructions, see our Quick Reference Guide (<https://oishei.org/files/documents/qrg.pdf>).

### Reporting requirements include:

1. Success Stories – you have the option of a) completing a short, written report and/or b) taking a simple video\*\* to highlight your project/program, including its

progress, value and impact. **Please complete your Success Story by using the "Success Story Reporting Form."**

\*\*For convenience, grantees may use their smart phones to record a simple video; no longer than 5 minutes in length and less than 500MB in file size. Please see our website for some quick tips ([www.oishel.org/oishel/resources](http://www.oishel.org/oishel/resources)).

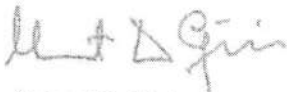
2. **Expenditure Report** – a financial report comparing actual expenses with the approved project budget for the reporting period. To assist grantees with this reporting requirement, a standardized template (MS Excel) is provided. **Refer to and use our Expenditure Reporting Template\* and upload a copy using the "Success Story Reporting Form."**

\*A copy of this document can be found at <https://oishel.org/expenditurerreport>

- We encourage each grant recipient to publicize the Foundation's support whenever appropriate. Please refer to the attached Media Release Policy for more information.

Once again, congratulations on this recognition of your important efforts. We look forward to working with you over the course of this project/program.

Sincerely,



Robert D. Gioia  
President

Grant Award Summary

Organization Name: Lockport Community Services, Inc.  
 Project Title: Lockport Railyard 2022  
 Grant Amount: \$28,000.00  
 Request ID: 3495

Please review the grant timeline. This may have been adjusted since the application was submitted.

Start of Grant Period (month & year): 1 / 2022

End of Grant Period (month & year): 12 / 2022

Accepted and Agreed:

The undersigned certify that they are duly elected or appointed and authorized officers of the Grantee and that, as such, are authorized to accept this Grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Grant, and in connection with this Grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

Title: (print/type) Chairman/President LCS, Inc.

Contact Name: (print/type) John D. Craig, Ph.D.

Signature: 

Grantee Resources:	
Grant Terms and Conditions	<a href="https://oishei.org/files/documents/grantterms.pdf">https://oishei.org/files/documents/grantterms.pdf</a>
Expenditure Report	<a href="https://oishei.org/expenditurerreport">https://oishei.org/expenditurerreport</a>
Quick Reference Guide	<a href="https://oishei.org/files/documents/org.pdf">https://oishei.org/files/documents/org.pdf</a>
Info for Current Grantees	<a href="https://oishei.org/grants/current-grantees/">https://oishei.org/grants/current-grantees/</a>



NIAGARA COUNTY ATTORNEY'S OFFICE  
NIAGARA COUNTY COURTHOUSE  
175 HAWLEY STREET  
LOCKPORT, NEW YORK 14094  
(716) 439-7105  
(716) 439-7114 Fax

Claude A. Joerg  
*County Attorney*

John J. Ottaviano  
*First Assistant*

R. Thomas Burgasser  
John S. Sansone  
Gary H. Lisowski  
David W. Koplas  
Katherine D. Alexander  
*Assistants*

December 8, 2021

Mayor Michelle Roman  
City of Lockport  
One Locks Plaza  
Lockport, NY 14094

Re: Lockport's Railyard Skate Park 2022  
Niagara River Greenway Project

Dear Mayor Roman:

On behalf of the Niagara County Parks, Recreation and Tourism Ad Hoc Committee, the Committee is pleased to provide a letter of support for the Lockport's Railyard Skate Park 2022 Project.

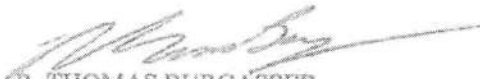
Your project mentioned above, was presented at the November 3, 2021 meeting of the Niagara County Parks, Recreation and Tourism Ad Hoc Committee. The committee members unanimously agreed to support this project, based on the merits and the geographic location along the Niagara County Trails. The project enhances and the Committee feels it meets the requirements of the Greenway Plan.

The Committee, pursuant to the Niagara County Protocols, recommends to the full legislature projects for sponsorship by the County along with an amount of funding to be sought through the Host Community Standing Committee of the Niagara Power Coalition. A decision regarding a recommendation and the funding amount, if any, will be made at a future date by the Niagara County Parks, Recreation and Tourism Ad Hoc Committee, as additional funding becomes available.

We encourage applicants to seek consultation with the Niagara River Greenway Commission. This is a requirement if the Project were to be moved forward to the Host Community Standing Committee and it could prove helpful should the applicant seek other sources of funding.

The Committee wishes to thank you for your presentation on this exciting project in Niagara County.

Sincerely,

  
R. THOMAS BURGASSER,  
Assistant County Attorney

RTB:clm

cc. Richard L. Andres, Chairman, Niagara County  
Ad hoc Committee on Recreation and Tourism

From the Desk of  
Legislator Richard Andres

December 10, 2021

To Whom It May Concern,

As the Chairman of the Niagara County Ad Hoc Committee on Tourism I would like to express my support for the Rail Yard Skate Park project in the City of Lockport.

Our committee reviews projects that are requesting a portion of the Niagara River Greenway funds that are allocated annually to Niagara County as part of our agreement with the New York Power Authority. While at present we do not have the funds necessary to allocate the full amount requested, it is my belief that we will be able to allocate funds from the 2022 allocation as soon as Spring 2022. The committee will reconvene in late Winter/Early Spring 2022 and allocate funds for various projects and I would expect this project will receive funding. While this is not a guarantee of funding, the project has been received favorably by our committee and all are in agreement of its value to the community.

If you have any further questions, please feel free to contact me at (716)870-2511 or at [LegislatorAndres@gmail.com](mailto:LegislatorAndres@gmail.com).

Sincerely,



Richard Andres Jr.  
Niagara County Legislator, 8th District



September 22, 2021

Niagara County Legislators:

1st District Irene M. Myers, 2nd District Rebecca J. Wydysz, 3rd District Mark J. Grozio,  
4th District Owen T. Steed, 5th District Christopher A. Robins, 6th District Dennis F. Virtuoso,  
7th District Jesse P. Gooch, 8th District Richard L. Andres, 9th District Randy R. Bradt  
10th District David E. Godfrey, 11th District Anthony J. Nemi, 12th District William J. Collins Sr.,  
13th District Anita Mullane, 14th District John Syracuse, 15th District Michael A. Hill,  
Alysa T. Moran, Clerk of the Legislature

Mr. R. Thomas Burgasser, Ms. Molly Dreyer, NYS Parks  
Niagara River Greenway Commission

Dear Members of the Niagara County Legislator and Commission Committee Representatives:

Attached with this letter is our proposal for consideration to the Niagara County Legislators and to the Niagara River Greenway Commission for a grant of \$30,000.00 to help support our matching grant requirement and assist us in building a new concrete skate park in the City of Lockport. We are requesting a meeting with the Ad Hoc Recreational Committee that supports the Niagara River Greenway Commission Plan and programming to present our proposal.

This application requires a City of Lockport Common Council Resolution to support the award effort, if funded, as well as a clear indication that the City would additionally support the signage funding required as a critical element of the award at a level of \$12,000.00. In addition to this update, the city is also donating a \$10,000.00 cash award to our matching requirement, which was made and recently approved in addition to a standing commitment to maintain the park facility once built.

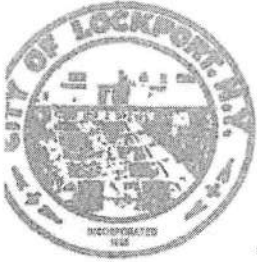
On behalf of our board at the Lockport Community Services, Inc., the Mayor of the City of Lockport, Michelle Roman, and our community partners at the Friends of the Railyard, we respectfully request your support to consider this project as a viable initiative in eastern Niagara County. We understand that the process of review is formal and may require additional discussions, presentations, and correspondence to assure that support is made possible or considered. We thank the local leadership of Legislators Nemi, Andres, and Mullane in this effort to support this work.

If the members, committee, commission or any member of the organizational body requires further details or has specific questions, please feel free to reach me at [johncraigphd@gmail.com](mailto:johncraigphd@gmail.com) or by calling me at 716.628.1867. We look forward to hearing more about next steps in this process of development for the grant consideration for our *Built to Play Initiative Railyard 2022*.

Respectfully, submitted,

John D. Craig, Ph.D., Chairman  
Lockport Community Services, Inc.  
*Built-to-Play - Lockport, New York*





# Office of the Mayor

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

*Michelle M. Roman*  
MAYOR

*November 12, 2021*

To Whom it May Concern:

Please be advised that the City of Lockport Common Council approved and passed a resolution authorizing \$10,000 in funds to be provided to the Lockport Skate Park, as matching funds raised by Lockport Community Services, Inc. As a requirement of the Greenway funding from Niagara County is to install signage proximate to the site acknowledging the use of Greenway funding, now, therefore, be it Resolved, that the City of Lockport supports the LCS application for Greenway funding for the Lockport Railyard Skate Park. As part of the local match of up to \$12,000, the City of Lockport will work with LCS and Friends of the Railyard Skate Park to identify locations from the Erie Canal Trailway to Outwater Park to install the necessary Greenway signage as well as support the planning board approval process of the signs.

I would like to assure the City of Lockport's commitment to the Skate Park, and that in the unlikely event that Lockport Community Services Inc. ceases to be involved in the Skate Park, or ceases to exist, the City will assume maintenance of the skate park. The City is also committed to be the custodian of the maintenance funds if a need arises.

Should you have any questions or concerns regarding same, please feel free to contact the undersigned.

Respectfully,

Michelle M. Roman  
Mayor  
City of Lockport

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
04/07/2021	Res. #040721.8	RAILYARD SKATE PARK FUND MATCH (RESOLUTION 040721.8)	10,000.00

Total: \$10,000.00

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

**CITY OF LOCKPORT**  
 ONE LOCKS PLAZA  
 LOCKPORT, NY 14094

Check No: 24176

VOID VOID VOID VOID VOID VOID VOID VOID VOID

Date  
 11/12/2021

Not valid after 90 days

Ten Thousand and 00/100 Dollars

Check Amount
\$10,000.00

PAY TO THE ORDER OF  
 LOCKPORT COMMUNITY SERVICES  
 PO BOX 1348  
 LOCKPORT, NY 14095-1348

*Michelle Rosa*  
*Paul K. Santos*

⑈ 24176 ⑆ ⑆ 022000046 ⑆ 9856538500 ⑆

**SUNRISE OPTIMIST CLUB OF LOCKPORT, INC.**

6392 Locust Street Ext.  
Lockport, New York 14094-6512

VOICE: (716) 434-6000  
EMAIL: [lgtjratty@aol.com](mailto:lgtjratty@aol.com)

**MEMO**

**TO:** THE FRIENDS OF THE RAILYARD SKATEPARK  
**ATTN:** DR. JOHN CRAIG  
[JOHNCRAIGPHD@GMAIL.COM](mailto:JOHNCRAIGPHD@GMAIL.COM)

**FROM:** LEONARD G. TILNEY, JR., CLUB SECRETARY

**RE:** PLEDGE

**DATE:** SEPTEMBER 16, 2021

I am happy to advise you that our Club's Board of Directors has approved a \$1,000.00 donation towards the matching funds needed for your skateboard project. Please consider this memo as a pledge to pay the same to meet your matching funds goal.

LGTjr/lgc

xc: Lockport Community Services, Inc.  
P.O. Box 1348  
Lockport, NY 14095-1348



CHECKING ACCOUNT STATEMENT

AV 01 010967 96785B 31 A\*\*6DGT  
 LOCKPORT COMMUNITY SERVICES INC  
 C/O RON WINTER  
 PO BOX 1348  
 LOCKPORT NY 14095-1348

0	
ACCOUNT NUMBER	STATEMENT PERIOD
3636063618	11/1/2021 Through 11/30/2021



010967 1/1

PREVIOUS BALANCE	TOTAL CHECKS AND OTHER DEBITS	TOTAL DEPOSITS AND OTHER CREDITS	SERVICE CHARGE	INTEREST EARNED	BALANCE THIS STATEMENT
38,076.88	0.00	1,217.00	0.00	0.00	39,292.88

**Deposits** 1,217.00

DATE	DESCRIPTION	AMOUNT
11/22/21	DEPOSIT	1,217.00

**ACH Credits** 0.00

DATE	DESCRIPTION	AMOUNT
No transactions this statement period.		

**Misc. Credits** 0.00

DATE	DESCRIPTION	AMOUNT
No transactions this statement period.		

**Checks** 0.00

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
No checks this statement period.					

**ACH Debits** 0.00

DATE	DESCRIPTION	AMOUNT
No transactions this statement period.		

**Misc. Debits** 0.00

DATE	DESCRIPTION	AMOUNT
No transactions this statement period.		

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 VISIT [WWW.NORTHWEST.COM](http://WWW.NORTHWEST.COM) OR CALL 1-877-672-5678,  
 WEEKDAYS FROM 8AM - 8PM AND SATURDAYS FROM 9AM - 1PM.

# Budget Performance Report

Life-to-Date to 12/18/24

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
Fund H206 - Active, FY 2021 Parks Revital.									
	REVENUE								
	Department 7110 - Parks								
32801	Interfund Revenue								
32801.A	Interfund Revenue From General Fund	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100
	<b>32801 - Interfund Revenue Totals</b>	<b>\$0.00</b>	<b>\$275,000.00</b>	<b>\$275,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$275,000.00</b>	<b>\$0.00</b>	<b>100%</b>
	Department 7110 - Parks Totals	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$275,000.00	\$0.00	100%
	REVENUE TOTALS	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$275,000.00	\$0.00	100%
	EXPENSE								
	Department 7110 - Parks								
52490	Capital Improvements - Expense	.00	264,452.00	264,452.00	.00	.00	234,854.52	29,597.48	89
	Interfund Transfer To								
59000.A	Interfund Transfer To General	.00	10,548.00	10,548.00	.00	.00	10,548.00	.00	100
	<b>59000 - Interfund Transfer To Totals</b>	<b>\$0.00</b>	<b>\$10,548.00</b>	<b>\$10,548.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,548.00</b>	<b>\$0.00</b>	<b>100%</b>
	Department 7110 - Parks Totals	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$245,402.52	\$29,597.48	89%
	EXPENSE TOTALS	\$0.00	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$245,402.52	\$29,597.48	89%
Fund H206 - Active, FY 2021 Parks Revital. Totals									
	REVENUE TOTALS	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100%
	EXPENSE TOTALS	.00	275,000.00	275,000.00	.00	.00	245,402.52	29,597.48	89%
Fund H206 - Active, FY 2021 Parks Revital. Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,597.48	(\$29,597.48)	
	Grand Totals								
	REVENUE TOTALS	.00	275,000.00	275,000.00	.00	.00	275,000.00	.00	100%
	EXPENSE TOTALS	.00	275,000.00	275,000.00	.00	.00	245,402.52	29,597.48	89%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,597.48	(\$29,597.48)	

Increase:  
A.1900.54765      Judgement and Claims      \$ 4,999

Seconded by Alderman Schratz and adopted. Ayes 6.

**120220.6**

By Alderman Kantor:

WHEREAS, the City of Lockport owns and operates a combined sewer system in which sanitary waste water and storm water are collected and directed to the City Wastewater Treatment Plant (WWTP) for treatment; and

WHEREAS, the City of Lockport sewer system includes combined sewer overflow (CSO) outfalls which periodically discharge to surface waterbodies during significant wet weather events in order to protect the sewer system from surcharging; and

WHEREAS, the New York State Department of Environmental Conservation (DEC) has promulgated new regulations for the Sewage Pollution Right to Know (SPR TK) Law which require certain public notifications upon discovery of CSO discharges; and

WHEREAS, the City signed a contract with ADS Environmental Services, Inc. on August 24, 2017 authorized by resolution 081617.8E for annual web hosting and cellular service related to monitoring devices installed in the eleven open Combined Sewer Overflow (CSO) that transmit data to the NY-Alert System; and

WHEREAS, the contract between the City and ADS Environmental Services, Inc. has expired and needs an amendment to allow the City to continue using the web hosting services provided by ADS Environmental Services, Inc.; now, therefore, be it

RESOLVED, that the Mayor, subject to Corporation Counsel approval, is hereby authorized and directed to amend the contract between the City and ADS Environmental Services, Inc. and to accept its Proposal for one year of Wireless Telemetry and Webhosting for \$4,800.00, amount to be charged to G.8120.54610.

Seconded by Alderman Oates and adopted. Ayes 6.

**120220.7 Public Hearing Police Policy Review - Withdrawn**

**120220.8**

By Alderman Schratz:

Whereas, Lockport Community Services, Inc. (LCS) and Friends of the Railyard Skate Park are working to improve the Lockport Railyard Skate Park, located at Outwater Park, and

Whereas, the estimated total budget for the improved Lockport Railyard Skate Park project is \$550,000, and

Whereas, LCS secured a \$250,000 challenge grant from the Ralph C. Wilson Foundation's Skatepark Project, and

Whereas, LCS secured a \$125,000 grant from the Grigg Lewis Foundation, and

Whereas, LCS has applied for Niagara River Greenway funding through Niagara County for the Lockport Railyard Skate Park, and

Whereas, the City of Lockport supports LCS, Friends of the Railyard Skate Park, and the Lockport Railyard Skate Park project, and

Whereas, a requirement of the Greenway funding is to install signage proximate to the site acknowledging the use of Greenway funding, now, therefore, be it

Resolved, that the City of Lockport supports the LCS application for Greenway funding for the Lockport Railyard Skate Park, and

Resolved, that the City of Lockport will work with LCS and Friends of the Railyard Skate Park to identify a location at Outwater Park to install the necessary Greenway signage as well as support the planning board approval process of the signs

Seconded by Alderman Kantor and adopted. Ayes 6.

**120220.9**

By Alderman Allport:

Whereas, the Salvation Army provides warm shelter for the homeless or persons without heat when the temperature falls below 15 degrees Fahrenheit calling for a "Code Blue", and

Whereas, in order to provide the "Code Blue" Warming Center to City residents, the Salvation Army is dependent upon financing from multiple sources, including municipalities whose residents it services, and

Whereas, the Common Council of the City of Lockport desires to provide funding to the Salvation Army in the amount of \$2,500.00 to provide "Code Blue" Warming Shelter services from October 1, 2020 through March 31, 2021, now therefore be it

Resolved, that the Mayor is authorized and directed to execute a contract with the Salvation Army to operate the Code Blue Warming Shelter for City residents from October 1, 2020 through March 31, 2021, and be it further

Resolved, payment to the Salvation Army shall not exceed \$2,500.00 for the operation of the Code Blue Warming Shelter from October 1, 2020 through March 31, 2021 and said funds shall be expended from the A.8510.54075 Service Contracts and be it further

Resolved, that the Mayor is hereby authorized to declare a "Code Blue" when the weather conditions indicate the temperature will fall below 15 degrees Fahrenheit overnight and shall notify the Salvation Army to open the Code Blue Warming Shelter and this resolution shall take effect immediately.

Seconded by Alderman Schratz and adopted. Ayes 6.

**120220.10**

**ADJOURNMENT**

At 5:44 P.M. Alderman Devine moved the Common Council be adjourned until 5:30 P.M., Wednesday, December 16, 2020.

Seconded by Alderman Kantor and adopted. Ayes 6.

PAUL K. OATES  
City Clerk