



# Building Inspection Department

Jason Dool  
Chief Building Inspector

Lockport Municipal Building  
One Locks Plaza  
Lockport, NY 14094  
Phone (716) 439-6759  
Fax (716) 439-6605

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April 7, 2025

Megan Brewer

## AGENDA

Please be advised that there is one (1) item on the agenda for the regularly scheduled Zoning Board of Appeals Meeting, Tuesday, April 22, 2025 at 5:00 P.M.

1. Franco & Dawn Giardina. 1265 West Jackson Street. Request to utilize the vacant lot for all permitted and accessory uses allowed in Low Density Residential zones situated in an OS zone. (Use-LDR primary uses, Use-LDR accessory uses)



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## NOTICE OF PUBLIC HEARING

Case No. 2348

April 7, 2025

Megan Brewer

Dear Sir or Madam:

An Appeal under the Zoning Ordinance as applied to the property at 1265 West Jackson Street, Lockport, New York, had been filed by Franco & Dawn Giardina.

The request is for a variance to utilize the existing vacant lot for all permitted and accessory uses allowed in a Low Density Residential zone situated in an OS zone.

Approval of the permit application was denied or withheld because LDR uses are not permitted in OS zones.

The City of Lockport Zoning Ordinance allows parks/playgrounds, agricultural operations, botanical gardens, arboretum conservatory, cemeteries, municipal uses and structures, natural wildlife or open space area and already existing single-family dwellings as permitted uses in an OS Zone and accessory structure or use, outdoor assembly or seating areas and solar energy uses as accessory uses in an OS Zone.

A Public Hearing will be held by the Zoning Board of Appeals on **Tuesday, April 22, 2025 at 5:00 P.M.**, at the Lockport Municipal Building, One Locks Plaza, Lockport, New York, at which time you may appear, if you so desire, either in person or by agent or attorney.

The purpose of this Hearing is to give all affected property owners an opportunity to support or oppose the granting of this Appeal.

Supporting documentation for this case may be found on the City of Lockport website [lockportny.gov](http://lockportny.gov).

LOCKPORT ZONING BOARD OF APPEALS  
Megan Brewer

2342

### CITY OF LOCKPORT, NEW YORK ZONING BOARD OF APPEALS APPLICATION

       AREA VARIANCE

USE VARIANCE

*It is the responsibility of the applicant to complete this form in its entirety, including all required attachments, and as precisely as possible. Failure to submit a complete application may result in a delay in being placed on a Zoning Board of Appeals agenda or a delayed decision from the Zoning Board.*

PROPERTY ADDRESS: 1265 W. JACKSON ST, Lockport, NY 14094

**APPLICANT INFORMATION**

NAME: Franco + Dawn Giardina ADDRESS: 42 Hamilton dr.

PHONE: 716 220-2342 Amherst NY 14226  
CITY STATE ZIP

FAX: 877 704 5354 E-MAIL: ppw-franco@gmail.com

**OWNER INFORMATION**

NAME: Franco + Dawn Giardina ADDRESS: 42 Hamilton dr.

PHONE: 716 220 2342 Amherst NY 14226  
CITY STATE ZIP

FAX: 877 704 5354 E-MAIL: ppw-franco@gmail.com

RELATIONSHIP OF APPLICANT TO PROPERTY:

CONTRACT PURCHASER     CONTRACTOR     OTHER (owner)  
 ARCHITECT/ENGINEER     LESSEE

**OFFICE USE ONLY**

RECEIVED BY: \_\_\_\_\_ DATE/TIME RECEIVED: \_\_\_\_\_

FEE AMOUNT: \_\_\_\_\_ CHECK/MONEY ORDER#: \_\_\_\_\_

ZONING: \_\_\_\_\_ FEE TRANSMITTAL DATE: \_\_\_\_\_

AGENDA DATE: \_\_\_\_\_ DEADLINE DATE: \_\_\_\_\_

COUNTY TAX MAP IDENTIFICATION NUMBER: \_\_\_\_\_

**BRIEF HISTORY OF PROPERTY** (historic use of property, ownership history, etc.)

Since the purchase of the vacant parcel, owners have been slowly preparing the property (clearing, grooming) to eventually erect a single family dwelling. This includes coordinating with town water supply since city cannot provide.

**DESCRIPTION OF PROPOSED ACTION** (include specific use proposed, hours, # of employees, etc.)

Build single use residence to conform w/ current LDR guidelines permitted.

**VARIANCE STANDARDS (USE VARIANCE)**

Applications for use variances must be based on alleviating a clearly demonstrable hardship, as opposed to a special privilege of convenience sought by the owner. Furthermore, the hardship must be peculiar to the land or building and must not generally apply to land throughout the neighborhood. An example of a property that may potentially have a case for a used variance is a corner store in a predominantly residential neighborhood. If the building has large plate glass windows, a parking lot and loading docks in the rear, it would be extremely costly to convert the building to residential uses to comply with existing zoning regulations.

**VARIANCE STANDARDS (AREA VARIANCE)**

Applications for area variances must be based on some extraordinary topographic condition or other physical condition inherent in the parcel (for example: exceptional narrowness, shallowness, shape or area). This condition must prohibit or unreasonably restrict the use of the land and/or building. One example of special condition: A utility right-of-way cutting through the rear half of several properties within a larger neighborhood limiting the buildable area of those properties, thereby requiring variances for rear and side yard setbacks for those particular property owners to construct new garages or sheds.

**DESCRIPTION OF HARDSHIP** (describe the features or conditions of the property that restrict reasonable use of the property under current zoning regulations)

When purchased in 2021, vacant property was listed and zoned as residential one family dwelling (see attachment A, vacant land rider). Apparently, the property is not zoned as residential making this a hardship unique to our property, rendering the parcel impossible to develop as planned. This renders the investment not suitable for our needs.

Describe how the requested variance will not alter the character of the larger neighborhood or impact adjacent properties:

Neighborhood is already developed with several single family dwellings (see attachment B). Our Variance request will simply current or future owner(s) to build on property under (AKW) allow LDR statute.

APPLICATION ATTACHMENTS

To ensure appropriate and timely review of the application, please provide the following additional documentation in support of the application. Failure to provide all of the applicable materials listed below may result in a delay in scheduling the application for review by the Zoning Board of Appeals.

- \_\_\_ \$150 application fee (cash or checks payable to the City of Lockport)
- \_\_\_ Detailed site plan (10 copies)
- \_\_\_ Photographs of existing conditions
- \_\_\_ Property survey (10 copies)

APPLICANT/OWNER AFFIRMATION

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND I FURTHER UNDERSTAND THAT INTENTIONALLY PROVIDING FALSE OR MISLEADING INFORMATION IS GROUNDS FOR IMMEDIATE DENIAL OF MY APPLICATION.

FURTHERMORE, I UNDERSTAND THAT I (OR A DESIGNATED REPRESENTATIVE) MUST BE PRESENT AT THE MEETING TO REPRESENT THE APPLICATION AND RESPOND TO ANY QUESTIONS FROM THE ZONING BOARD OF APPEALS MEMBERS.

*A. J. Gardina*  
Signature (Applicant)

2 April 2025  
Date

**IF APPLICANT IS NOT THE OWNER OF RECORD FOR SUBJECT PARCEL:**

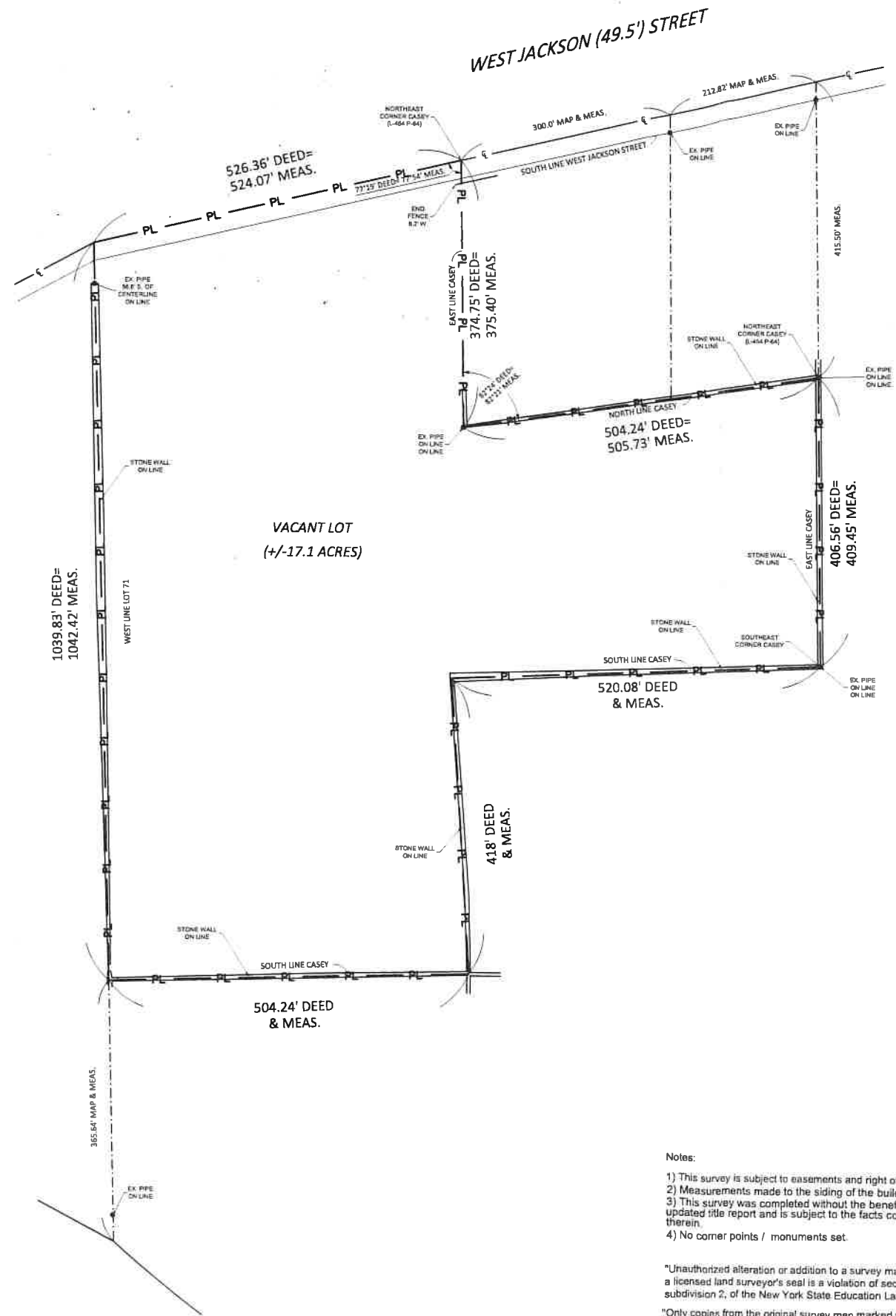
I, THE UNDERSIGNED, HEREBY AFFIRM THAT I AM THE OWNER OF RECORD FOR THE SUBJECT PARCEL AT THE TIME OF APPLICATION. FURTHERMORE, I AM FAMILIAR WITH THE REQUEST BY THE APPLICANT AND AUTHORIZE SAID APPLICANT TO REPRESENT THE INTEREST OF THE OWNER (S) IN FURTHERANCE OF THE REQUEST.

*A. J. Gardina*  
Signature (Owner)

2 April 2025  
Date

Regular meetings of the Zoning Board of Appeals are generally held on the 4<sup>th</sup> Tuesday of every month. The meetings are held at 5:00 P.M. in the Common Council chambers on the first floor of City Hall. Applicants will receive a reminder notice in the mail prior to the meeting.

Pursuant to Section §190-188(d) of the City of Lockport Zoning Ordinance, property owners within a 200' radius will be notified of the intent of the applicant and given an opportunity to speak for or against the application.



VACANT LOT  
(+/-17.1 ACRES)

Notes:

- 1) This survey is subject to easements and right of way of record.
- 2) Measurements made to the siding of the building.
- 3) This survey was completed without the benefit of an updated title report and is subject to the facts contained therein.
- 4) No corner points / monuments set.

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, subdivision 2, of the New York State Education Law."

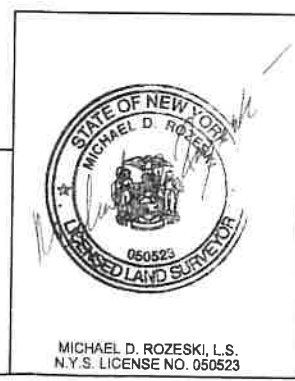
"Only copies from the original survey map marked with an original of the land surveyor's embossed seal and signature shall be considered to be valid true copies."

ALL, THAT TRACT OR PARCEL OF LAND, SITUATE IN THE CITY OF LOCKPORT, COUNTY OF NIAGARA AND STATE OF NEW YORK, BEING PART OF LOT 71, TOWNSHIP 14, RANGE 7 OF THE HOLLAND LAND COMPANY'S SURVEY

DOCUMENT: 2018-09735

TAX MAP NO.: 108.07 - 1 - 1

DRAWN: MDR



NORTHEAST TOWER SURVEYING, INC.  
140 WEST MAPLEMERE ROAD  
WILLIAMSVILLE, NEW YORK 14221  
PHONE: 716-548-2894

SCALE: 1" = 200'  
AREA = 17.1± ACRES  
FIELD SURVEY DATE: VARIOUS  
OFFICE SURVEY DATE: AUGUST 5, 2021  
JOB NO.: 21-523  
REVISION:



This Contract is recommended for the sale of improved or unimproved residential real estate. If used for new construction or commercial real estate, appropriate modification is required.



CAUTION: This Contract contains an Attorney Approval Contingency. Read Paragraph ATC1 carefully. CAUTION: Substituting pages of a signed Contract could result in an unenforceable Contract or a Fraud Claim.

# CONTRACT

1. PARTIES. The parties are as follows (individually a "Party" and collectively the "Parties"): (A) Seller: Alex J Schultz (B) Purchaser: Dawn Giardino

Address: 530 Loretta St Tonawanda, NY 14150 ("Seller") Address: 42 Hamilton Drive Amherst NY 14226 ("Purchaser")

2. AGREEMENT. Seller shall sell and Purchaser shall purchase the items described in Paragraphs 3(A) through 3(D) ("Property") and the items described in Paragraph 3(E)(1) - (5) as being included ("Included Items") on the terms stated in this contract, including Paragraphs ATC1 through ATC14 of the attached BAEC/BNAR approved Additional Terms and Conditions (Rev. 03/15/18) ("ATC"), as well as the Riders and attachments referenced in Paragraphs 3(B) and 16 which all Parties have signed and/or initialed (including all changes) as applicable ("Contract"). This Contract uses defined terms shown as an initial capitalized word(s), initially in quotes and parentheses or as defined in Paragraph ATC13. Unless otherwise indicated, all paragraph references are to paragraphs of this Contract. References to paragraph numbers which are preceded by letters refer to the corresponding riders listed in Paragraph 16. All defined terms and paragraph references used in this Contract shall have such meanings throughout, and in all modifications of, this Contract.

3. PROPERTY. (A) Address. No. & Street: 1265 West Jackson Street Niagara County of ("County"), Town/City of Lockport-City Village of: NA NY. Zip Code: 14094 (B) Additional Description. Tax Map Identifier (Section-Block-Lot Number) 290900-108-007-0001-001-000

(C) Current Uses/Improvements: See Condominium/Homeowners' Association Rider (D) Land and Other Items. Unless excluded in Paragraph 3(E), the following items are included: (1) All land; trees; buildings; improvements; oil, gas and mineral rights; and rights appurtenant to the land. (2) All fixtures and property attached or appurtenant to the land, buildings and improvements including: all heating, air conditioning (except window units), plumbing (including septic systems, well pumps, water pumps, sump pumps, water filtration systems and water softeners), electrical and mechanical systems (including hard wired electricity generators); plumbing fixtures (including bulbs) and landscaping (except free standing planters); matching kitchen islands; storm windows, storm doors, screens and awnings; exterior T.V. antennas and satellite dishes; garage door openers; weather vanes; window boxes; mail boxes; utility sheds; fences; underground electric pet fencing and equipment; flag poles; in-ground or garage mounted basketball backboards and poles; gas operated post-type outdoor grills; in-ground and above-ground pools and related equipment; wood-burning stoves, oil and gas fired space heaters, fireplaces, fireplace inserts, screens (including free-standing screens), grates and glass enclosures; wall to wall carpeting and attached runners; linoleum; garbage disposals; ceiling fans, exhaust fans and hoods; security systems; intercom systems; central

1265 West Jackson Street Lockport-City NY 14094 Seller Initials [Signature] Buyer Initials [Signature]



12. IMPROVEMENTS.

- (A) Intended Uses and Improvements. CAUTION: This Property may have easements, rights of way and restrictions which may affect intended uses of or improvements to the Property. Purchaser acquires the Property subject to these encumbrances unless intended uses or improvements, different from the current uses and improvements as set forth in Paragraph 3(C) ("Current Uses/Improvements"), are listed below.
- (1) Purchaser intends to use the Property for a  one  two  three  four - family dwelling or  other
- (2) Purchaser intends to make the following specific improvements on or modifications to the Property or make the following specific use of the Property (for example, erection of fence, swimming pool or garage, parking of recreational vehicles):
- (3) If any intended uses or improvements, different from the Current Uses/Improvements, are listed in subparagraphs (1) and/or (2) above, within 10 Business Days after the Effective Date, Seller will provide a copy of Seller's existing survey map and of all restrictions, easements and rights of way affecting the Property as is or should be disclosed in the Search and/or Survey. If Purchaser finds that any restriction, easement or right of way is inconsistent with any of the above-stated intended uses or intended improvements, then Purchaser may cancel this Contract within 7 Business Days after receipt of (i) a copy of Seller's existing survey map or, if not available, the Survey, and (ii) a copy of all restrictions, easements and rights of way required to be provided by Seller under this Paragraph 12(A)(2).

(B) Certificates/Approvals. Seller shall obtain certificates/approvals valid through the date of Closing issued by appropriate governmental authorities evidencing compliance with all applicable laws, ordinances, regulations and codes relating to the Current Uses/Improvements and as disclosed in this Contract (excluding the intended Uses and intended improvements which are different from the Current Uses/Improvements) as required by the appropriate governmental authorities for the transfer of the Property (for example: certificate of occupancy, sump pump certificate and approvals of non-public sewage disposal and water supply) ("Certificates/Approvals"). However, Seller shall have no obligation to supply a certificate of occupancy or certificate of compliance for occupancy of the Property if the Property has been occupied solely as a one or two family dwelling.

(C) Order and Delivery. Certificates/Approvals not already in Seller's possession shall be ordered, all applicable testing and inspections shall be requested, and all applicable application fees shall be paid by Seller no later than 7 Business Days after the later of (i) the satisfaction or waiver of the Attorney Approval Contingency and Investigation Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Contingency, Property Inspection Contingency, if applicable. Any additional fees shall be paid promptly by Seller.

(1) Order. Certificates/Approvals not already in Seller's possession shall be ordered, all applicable testing and inspections shall be requested, and all applicable application fees shall be paid by Seller no later than 7 Business Days after the later of (i) the satisfaction or waiver of the Attorney Approval Contingency and Investigation Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Contingency, Property Inspection Contingency, if applicable. Any additional fees shall be paid promptly by Seller.

(2) Delivery. Seller shall deliver to Purchaser's attorney a copy of all Certificates/Approvals at least 5 Business Days prior to the Contract Closing Date, except if delayed pursuant to Paragraph 12(D). The originals of all Certificates/Approvals obtained shall be delivered to Purchaser at Closing.

(D) Objections. If Purchaser gives Seller notice of valid objection to the legal status or legal use of any of the structures or other improvements located on the Property ("Condition Defects"), or if Seller receives notification from the applicable governmental authority that there is any problem which needs to be corrected before any one or more of the Certificates/Approvals can be obtained ("Corrective Faults"), Seller shall, at Seller's sole expense, correct the Condition Defects and Corrective Faults, and have all necessary governmental inspections completed, prior to the Contract Closing Date. However, Seller may, within 10 Business Days following receipt by Seller or Seller's attorney of a notice of Condition Defects, a notice that Corrective Faults must be corrected, and/or a notice that an inspection cannot be conducted due to weather conditions, governmental delays or governmental policies, notify Purchaser that Seller will not (i) correct the Condition Defects and/or Corrective Faults, and/or (ii) obtain one or more Certificates/Approvals (a "Non-Correction Notice") provided Seller has timely complied with Seller's obligations under Paragraph 12(C)(1), if applicable. If, within 10 Business Days following receipt by Purchaser or Purchaser's attorney of a Non-Correction Notice, Purchaser does not elect to accept the Property and included items subject to the Condition Defects and Corrective Faults and without Certificates/Approvals which cannot be obtained, either Party may cancel this Contract. Nothing in this Paragraph 12 is intended to affect the rights of Seller or Purchaser under General Obligations Law Section 5-1311, or as otherwise provided under this Contract.

13. KEYS. At Closing, unless the Parties have made other prior satisfactory arrangements, Seller shall deliver to Purchaser all keys, security and access codes, and remote control openers (which must be in working order) for the Property, except as follows:

14. CLOSING. (A) Closing Date. Closing shall be at the County Clerk's Office on the date set forth below or, if that date is not a Business Day, on the next Business Day. ("2") if both (1) and (2) blank. Time is not of the essence.

(1) 06/29/2021 [insert date], or  (2) \_\_\_\_\_ ("60" if blank) days after the later of (a) the Effective Date; or (b) satisfaction or waiver of the latest

1265 West Jackson Street Lockport-City NY 14094

Seller Initials: djs

Purchaser Initials: Dg RP



19. **BROKERS.** The brokers listed below (individually a "Broker" and collectively the "Brokers") are:

**LISTING REAL ESTATE BROKER**

CENTURY 21 Winkhofer 10301200381  
Agent  
Lic.#

Broker  
Agent  
Lic.#

Address  
Clarence Office 8450 Main Street  
WILLIAMSVILLE NY 14221

Office Phone/Fax  
716-634-6220 716-565-1878  
39CE1141043  
Brokerage Lic. #

Other Phone  
716-628-9800  
E-mail  
ladams9221@aol.com

**SELLING REAL ESTATE BROKER**

Rockhite Hathaway HS zambitto  
Agent  
Lic.#

Broker  
Agent  
Lic.#

Address  
3976 Lockport Olcott Rd Ste A  
Lockport NY 14094

Office Phone/Fax  
716-638-9300  
10391202295  
Brokerage Lic. #

Other Phone  
716-870-4168  
E-mail  
mmanling@zambittoREALTORS.com

20. **OTHER TERMS.** (If blank, this paragraph is not applicable.) In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph shall control.

**CAUTION: Any Property Condition Disclosure Statement provided by Seller must be delivered to Purchaser and a copy attached to this Contract before Purchaser signs this Contract.**

Authentisign  
Alex J Schultz  
05/09/2021

Seller  
Date

Seller  
Date

Seller  
Date

Authentisign  
Lori A Adams  
05/10/2021

Signature of authorized agent of Escrow Agent  
Date

Signature of authorized agent: Century 21 Winkhofer

**SELLER'S ATTORNEY**

Firm  
Steven Bengart  
Attorney

Address

Telephone  
Fax

E-mail address  
1265 West Jackson Street

Authentisign  
Dawn Giardina  
05/08/2021

Purchaser  
Date

Purchaser  
Date

Purchaser  
Date

Authentisign  
Dawn Giardina  
05/08/2021

Signature of authorized agent of Escrow Agent  
Date

Signature of authorized agent: Century 21 Winkhofer

**PURCHASER'S ATTORNEY**

Firm  
Joseph Frazier  
Attorney

Address

Telephone  
Fax

E-mail address  
Lockport-City NY 14094



# VACANT LAND RIDER



RIDER TO CONTRACT dated: **5/8/2021** between \_\_\_\_\_ Alex J Schultz \_\_\_\_\_ ("Contract")

and \_\_\_\_\_ Franco Giardina and Dawn Giardina \_\_\_\_\_ ("Seller")

regarding: 1265 W Jackson St Lockport NY 14094 ("Purchaser")

The Parties agree that the following additions and/or modifications are hereby made to this Contract:

**VLR1. INTENDED USES/IMPROVEMENTS.** Purchaser's Intended Uses and Intended Improvements are set forth in Paragraph 12(A). (Note: Paragraph 12(A) *must* be completed.)

**VLR2. SELLER'S DISCLOSURES.** Seller makes the following disclosures to the best of Seller's knowledge (NOTE: complete each item):

(A) The Property is currently zoned for residential use as a  one  two  three  four family dwelling. The Property is wholly or partially either Federal or State Wetlands  Yes  No

(B) The public municipal road referred to in Paragraph 6(P)(1) is known as \_\_\_\_\_ ("Road").

(C) There are currently the following easements and lines, for servicing the Intended Improvements, located (i) on the Property, along the entire Property line contiguous to the Road *and* no more than 15 feet in width; or (ii) within the Road, along and no more than 5 feet from the entire Property line contiguous to the Road:

(1) electric  Yes  No  Other

(2) natural gas  Yes  No  Other

(3) public water  Yes  No  Other

(4) public sanitary sewer  Yes  No  Other

(5) public storm sewer  Yes  No  Other

(6) telephone  Yes  No  Other

(7) cable television  Yes  No  Other

If "Other" is checked, attach an explanation.

**CAUTION: Seller is not guaranteeing the availability or location of utilities. Purchaser should verify the location and cost of connecting to utilities.**

(E) The Property is subject to special assessments for public improvements (for example: sewers, lighting, sidewalks, water, etc.)  Yes  No

**VLR3. SURVEY STAKING.** The Property is to be staked by the surveyor at Seller's expense  Yes  No

**VLR4. PROPERTY INVESTIGATION.**

(A) **Applicability.** The provisions of this Paragraph VLR4 shall apply in lieu of Paragraphs 8 and 9 and the last sentence of Paragraph 12(A)(3).

(B) **Investigation.** Within 30 days following the satisfaction or waiver of the Attorney Approval Contingency ("Investigation Period"), Purchaser shall complete all tests, inspections, investigations and/or cost estimates ("Investigations") desired by Purchaser to determine that the Property is acceptable for the Intended Uses and Intended Improvements (for example: percolation test, availability of well water, location of and cost of connecting to utilities, review of restrictive covenants, subdivision compliance, availability of building permit, soil tests, environmental and archeological tests and investigations, zoning, flood plain and/or wetlands status,

Seller Initials [ ] [ ] [ ] [ ]

1265 W Jackson St Lockport NY 14094

Purchaser Initials [ ] [ ] [ ] [ ]

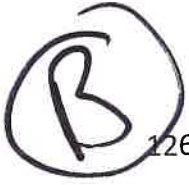
etc.). The results of the investigation must be satisfactory to Purchaser ("Investigation Contingency"). The cost of the investigations shall be paid by Purchaser, except for the following which shall be paid by Seller:

- (c) **Cooperation.** Without the written consent of Seller, no investigations shall be conducted which would result in physical damage to the Property. Seller will otherwise cooperate with Purchaser's investigations, in such fashion as may be reasonably requested by Purchaser. Upon request of Purchaser, Seller shall promptly deliver to Purchaser or Purchaser's attorney a copy of any title search and survey map relating to the Property in the possession of Seller, Seller's attorney or Listing Broker and a complete copy of each record and report reasonably available to Seller at a nominal cost to Seller pertaining to any of the matters being investigated by Purchaser. Upon request of Seller, Purchaser shall promptly deliver a copy of each record and report available to Purchaser pertaining to any of the matters investigated. Upon completion of the investigations, Purchaser shall cause the Property to be returned to substantially the same condition as existed on the Contract Date.
- (d) **Right to Cancel Contract.** If the results of any investigations are unacceptable to Purchaser for any reason, Purchaser shall notify Seller or Seller's attorney in writing (the results need not be disclosed). In such case, either Party may cancel this Contract. **Purchaser's notice of unacceptable results must be received by Seller or Seller's attorney before the expiration of the Investigation Period.** If Purchaser's notice of unacceptable results is not received by Seller or Seller's attorney before the end of the Investigation Period, this contingency is deemed waived by Purchaser.

Authentisign <b>Alex J. Schultz</b> Seller	Date	04/26/2021	Authentisign <b>Frances Giordano</b> Purchaser	Date	05/08/2021
Authentisign <b>Alex J. Schultz</b> Seller	Date		Authentisign <b>Frances Giordano</b> Purchaser	Date	05/08/2021
Authentisign <b>Alex J. Schultz</b> Seller	Date		Authentisign <b>Frances Giordano</b> Purchaser	Date	
Authentisign <b>Alex J. Schultz</b> Seller	Date		Authentisign <b>Frances Giordano</b> Purchaser	Date	

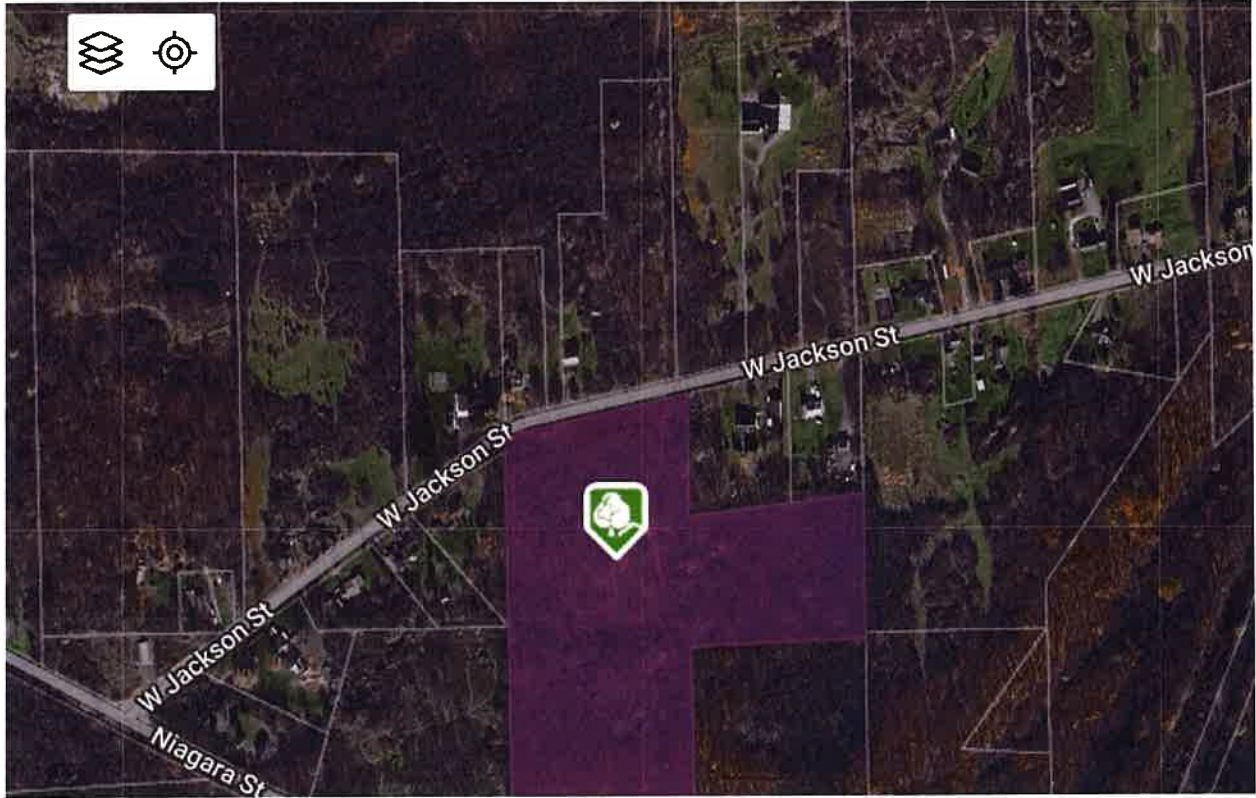
1265 W Jackson St Lockport NY 14094





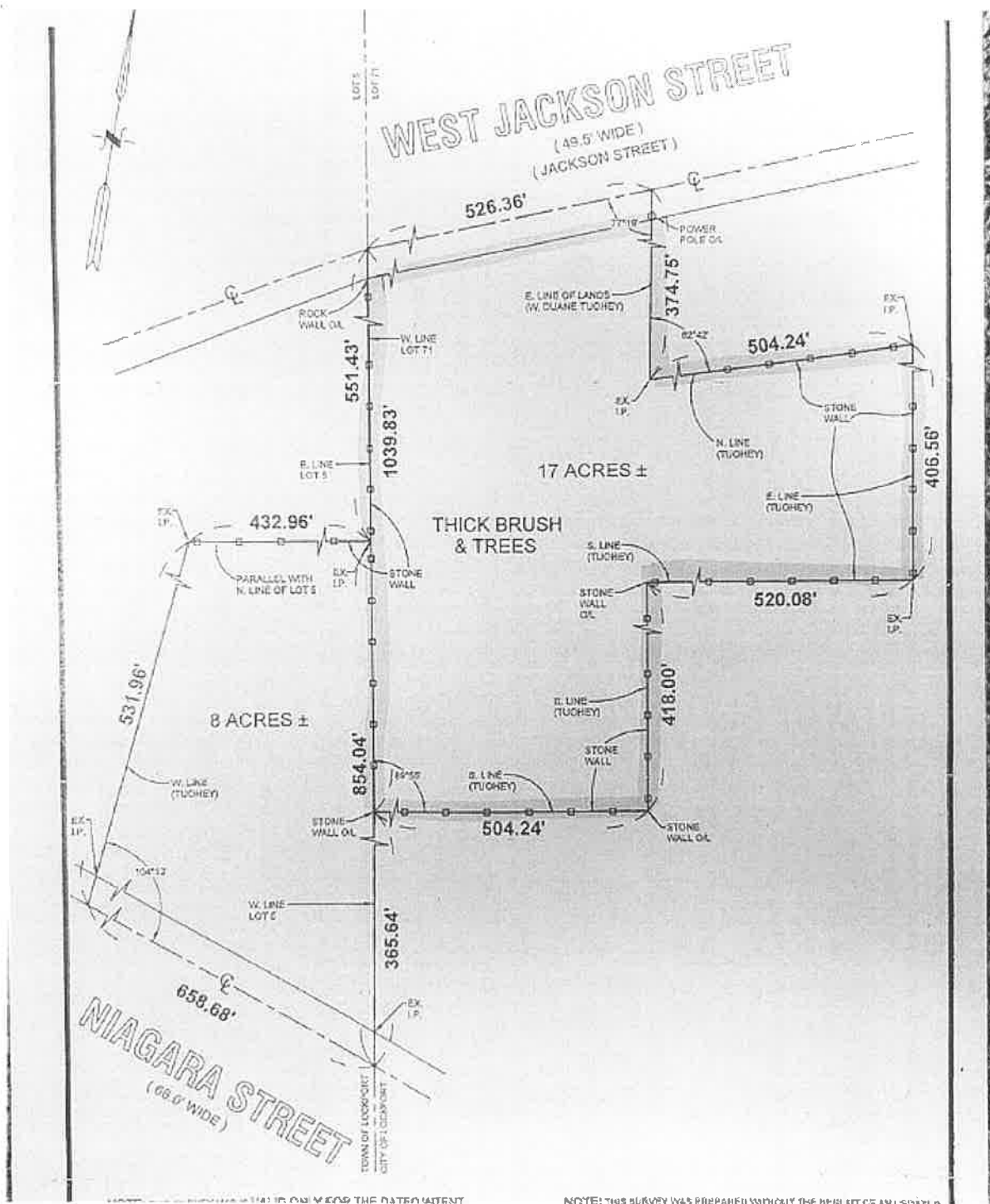
1265 W Jackson

Character of the neighborhood – Single Family Residential





C



NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN INSPECTION

### Rounds Reborn: A Totally Interactive Course for Serious Illness Clinicians





### City of Lockport Resident Requesting Town Provide Water Service in the Absence of City Water Service

1 message

ppwfrance@gmail.com <ppwfrance@gmail.com>  
to: seaman@lockport.com

Mon, Dec 20, 2021 at 4:43 PM

A message from December 15, 2021

Dear Mr. Crocker: I spoke this afternoon with your town Attorney, Mr. Thomas Seaman, about my situation and he suggest I contact you to explain the situation.

My wife and I bought the 17 acre lot at 1265 W Jackson this past summer. This lot has access to City electric power but no access to City water. According City Engineer and Water Dept, the nearest water pipe is 1.2 mile away from our address. In the months prior to moving on the property I started contacting various City of Lockport representatives to determine what was needed to get water to the property. I spoke with The Building Inspector, The Water Department, The Engineer and Public Works Dept, and finally the Corporate Council, specifically Ms. Patricia McGrath. All agree on one fact. The City of Lockport cannot provide water service to my address and that I will need to contract the Town of Lockport to provide for these services.

I spoke with the Town Water Dept and they stated that the Town of Lockport would need to obtain permission from the City of Lockport in the form of a "RESOLUTION" or "LEGAL AGREEMENT" before the Town can provide water service and of course bill for the service. At the same time it made a lot of sense and that is why we ended up talking to City Council representative Pat McGrath, starting in the June/July time frame. She was to coordinate with her counterpart at the Town—in this case Mr Seaman to start this legal process or so I thought.

This past Monday (13 Dec), Pat McGrath and I spoke about this on-going situation. She indicated that she spoke with Mr. Seaman. Ms McGrath suggested I contact him directly and inform him that the City cannot provide water service at my address and to use her name, as a City Rep to confirm this situation. After hanging up with her, I immediately called Mr Seaman's office using the contact information from the Town Website. I left a detailed voicemail message. I also used the Town of Lockport website CONTACT US tab to send a follow-up email with Attention to Mr. Seaman. As a backup, I also sent one to you, using the CONTACT the Supervisor link <https://www.elockport.com/contact-town-lockport.php> located on the Town's Website main page.

Based on my conversation with your very helpful Secretary (who provided me with your direct email address), I take it the Town of Lockport email system and/or email socket is disconnected post website renovations. That would explain why I didn't here from neither you nor Mr. Seaman until this afternoon (15 Dec) when Mr. Seaman returned my voicemail message but knew nothing of the detailed email I had sent. He never got it. Bottom line, we spoke and he suggest I contact you directly. I left a message with your helpful secretary who said that you were in a meeting.





Well sir, you have the gist of the situation. New owner living within City limits with no access to City water is requesting nearby Town to provide water service. My wife and I plan to build a single family dwelling on our property. We simply need a Water meter, pit placement and connection to the closest Town's main water source pipe. Obviously, the cost is something my wife and I will have to cover, but it starts with a plan, estimates, and then motion.

I would like to break this lack of Water Service log-jam and to move forward with development. Do we need a Resolution or a legal agreement? If so, who does it? The city? The town? The town and county? My wife and I will provide any pertinent information you require from us to make this happen. If you prefer more formal document, notarized, etc or prefer to work with our lawyer, just let me know. You can reach me using any of the below contact options.

Most sincerely,

Frank

Francesco (Frank) Giardina  
Office: (716) 220-2342 (Voice or Text)  
Fax: (877) 704-5354





From: Frank Giardina

Date: 1/26/2012

To: Mr. Mark Crocker, Lockport Town Supervisor (6560 Dyringer Road, Lockport 14094)

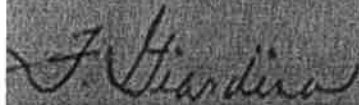
Subject: Town Municipal Water

Dear Mr. Crocker, based on a conversation with the Lockport Town attorney, Mr. Seaman, it is my hope that you can help my wife and I set up/acquire Town Municipal Water service at our City Lockport address 1265 W. Jackson, NY 14094.

According to Lockport City authorities (Building Inspector, City Engineers and the City Water department) the nearest City water line is approximately a 1/2 mile from our W. Jackson address. They also made it clear that they have no intention of extending the existing city water service line in the near future. The city attorney, Ms. Patricia McGrath confirmed the water service status and coordinated with Mr. Seaman in an effort to help my wife and I acquire water service from the town as done previously for other nearby neighboring homes on W. Jackson. Both attorneys made it clear that the town and resident (my wife and I) need to establish a written "agreement" or "resolution" PRIOR to acquiring the water service to ensure the town can legally bill a city resident for said service. My wife and I both understand the unusual nature of this request and are willing to develop such an agreement. Our intention is to build a single-family dwelling on the property within the next couple of years. In the meantime, we plan to maintain and slowly prepare the property for building as well as use for recreational purposes.

We look forward to advancing this effort as soon as possible. Please contact me at your earliest convenience to discuss the necessary action(s).

Most sincerely,



Frank Giardina

Owner

Phone: 716 220-2342

Email: [frank@smartnutritionbyfrank.com](mailto:frank@smartnutritionbyfrank.com) and [fgiardina1@verizon.net](mailto:fgiardina1@verizon.net) (please use both)

Home address: 42 Hamilton Drive, Amherst, NY 14226



SUPERVISOR  
Mark C. Crocker  
SUPERINTENDENT OF HIGHWAYS  
Chris J. Nuzzo  
TOWN CLERK  
Alicia A. Bennett



CHIEF OF POLICE  
Dennis E. McKinn  
TOWN ENGINEER  
Thomas J. Nuzzo  
TOWN ASSESSOR  
Robert J. Nuzzo  
TOWN MANAGER  
Thomas J. Nuzzo

March 30, 2022

Frank Giardino  
42 Hamilton Drive  
Amherst, NY 14226

Re: Town Municipal Water Agreement -- 1265 W. Jackson St., Lockport NY

Dear Mr. Giardino:

The Town of Lockport is in receipt of your recent correspondence requesting water service to be provided from the Town of Lockport to 1265 W. Jackson St, which is an undeveloped lot in the City of Lockport.

While the Town is generally agreeable to provide such out of district water for City of Lockport parcels that do not have access to City water mains, the Town Code prohibits the provision of such water to undeveloped lots. Specifically, §193-4 (B)(3)(b) states "No service will be connected to vacant lots by the District."

As such, on behalf of the Town of Lockport, we invite you to advise as to when you begin developing the lot in question and we will reconsider this request. If you have any questions, please feel free to contact me at the Town.

Very truly yours,

Thomas D. Seaman  
Town Attorney, Town of Lockport

6560 Dysinger Road • Lockport, New York 14094-7970  
Tel (716) 439-9520 • Fax (716) 439-0528  
[www.elockport.com](http://www.elockport.com)





# Listing History from MLS

MLS#: [B1594031](#)

[1265 W Jackson St](#)

**Lots, Land, Farms, and Seasonal/Camps**



DOM	Price	Change Info	Change Type	Date	Mod Agent
7	\$119,000	A->U	U-Do Not Show	03/25/2025	<a href="#">MANNINGM</a>
0	\$119,000	->A	New Listing	03/18/2025	<a href="#">MANNINGM</a>

MLS#: [B1551376](#)

[1265 W Jackson St](#)

**Lots, Land, Farms, and Seasonal/Camps**



DOM	Price	Change Info	Change Type	Date	Mod Agent
242	\$119,000	U->X	X-Expired	03/12/2025	<a href="#">MANNINGM</a>
244	\$119,000	A->U	U-Do Not Show	03/12/2025	<a href="#">MANNINGM</a>
181	\$119,000	\$149,500->\$119,000	Price Decrease	01/08/2025	<a href="#">MANNINGM</a>
0	\$149,500	->A	New Listing	07/11/2024	<a href="#">MANNINGM</a>

MLS#: [B1332158](#)

[1265 W Jackson St](#)

**Lots, Land, Farms, and Seasonal/Camps**



DOM	Price	Change Info	Change Type	Date	Mod Agent
8	\$45,000	(Change Info: \$45,000)	S-Sold	08/30/2021	<a href="#">MATTIOLM</a>
8	\$48,900	U->P	P-Pending	05/08/2021	<a href="#">MATTIOLM</a>
9	\$48,900	A->U	U-Do Not Show	05/10/2021	<a href="#">ADAMSLSOR</a>
0	\$48,900	->A	New Listing	04/30/2021	<a href="#">ADAMSLSOR</a>

