

Tuesday – May 30, 2017 Council Meeting

PRESENTATIONS:

1. Niagara Falls Track & Field Club
Willie Price
 2. 2017 Home Ownership Auction
Seth Piccirillo, Director of Community Development
-

ADMINISTRATIVE UPDATE:

None

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CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 MAY 24 AM 10:45

MAY 30 2017

CITY OF NIAGARA FALLS, NEW YORK

TO: City Council
FROM: Mayor Paul A. Dyster
DATE: May 30, 2017
RE: City Council Agenda Item:
Walnut Avenue Homes
Grant Disbursement Extension

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2017 MAY 19 PM 2:44

Council Members:

On May 12, 2014, the Council approved a grant of \$300,000.00 of CDBG funds for the Walnut Avenue Homes project. This grant and a grant of \$150,000.00 of NFURA CDBG funds were used for a portion of the approximately \$12 Million in project costs.


The project is now substantially complete. The ribbon cutting took place on May 1. Most of the 41 units have certificates of occupancy or completion, and many are occupied.

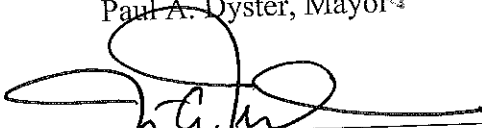
The grant agreement had a December 31, 2016 deadline for project completion and final disbursement of grant funds. We will be reviewing the prevailing wage rate documentation, final certificates of occupancy or completion and cost documentation before the final disbursement can be made.

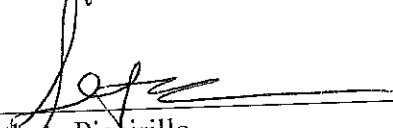
In order to facilitate the final disbursement, an extension of the date for project completion and final disbursement of grant funds to July 31, 2017 is requested. We have been holding \$50,000.00 of CDBG funds for the final disbursement. On May 8, the NFURA board approved extending the disbursement date for the NFURA grant.

Will the Council vote to approve the extension of the date for project completion and final disbursement of grant funds for the Walnut Avenue Homes project to July 31, 2017, and authorize the Mayor to execute any documents necessary to effectuate the extension?

Respectfully submitted,


Paul A. Dyster, Mayor


Nicholas Melson, City Administrator


Seth A. Piccirillo
Director of Community Development

MAY 30 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Chairman Walker _____



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

May 23, 2017

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 MAY 24 AM 9:34

The City Council
Niagara Falls, New York

RE: Approval of the sale of 1216-1218 Niagara Street to Joshua Steiner

Council Members:

The City has received a request to purchase the above referenced City owned property for the sum of \$1,000.00.

This property was approved for sale by the Planning Board. Attached hereto is a copy of the Planning Board's approval.

Will the Council approve the sale of these premises for this price in an "as-is" condition, subject to the conditions attached to the Planning Board approval, the closing on this property be performed within 30 days, and with the standard pre-condition that the purchaser is not delinquent with any tax or water bill?

The purchaser will be responsible to pay both installments of the 2016-2017 School Tax and all recording fees.

Will the Council further authorize the Mayor to execute any deeds or other documents necessary to effectuate this transaction?

Respectfully submitted,

PAUL A. DYSTER
Mayor

/lr

MAY 30 2017

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City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

May 10th, 2017

NIAGARA FALLS PLANNING BOARD

☒ **RECOMMENDATION TO CITY COUNCIL**
Disposition of Property – Real Property Sale

Pursuant to action taken by the Niagara Falls Planning Board on the 10th day of May 2017 your request is hereby granted.

NAME OF OWNER: City of Niagara Falls
ADDRESS OF ACTION: 1216 and 1218 Niagara Street
PURPOSE: Request to purchase property by
Joshua Steiner

This Recommendation is hereby APPROVED with attached conditions .

DATE: May 10th, 2017



Tony M. Palmer, Chairman
Niagara Falls Planning Board

2017 MAY 11 AM 8:50

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NIAGARA FALLS
CITY CLERK'S OFFICE



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2 Will
From: Thomas Odonnell/LAW/NiagaraFalls
To: desantis@nfez.org, James Bragg/ED/NiagaraFalls@NiagaraFalls
Cc: Craig Johnson/LAW/NiagaraFalls@NiagaraFalls, Anthony Vilaro/ED/NiagaraFalls@NiagaraFalls, Michelle Shaughnessy/PLN/NiagaraFalls@NiagaraFalls, Linda Roulley/LAW/NiagaraFalls@NiagaraFalls

Date: Wednesday, May 03, 2017 09:53AM

Subject: Request to Purchase 1216-1218 Niagara Street (Ward 05 Property 0250)

The City has received a request from Joshua J. Steiner to purchase the above property for \$1000.00. Mr. Steiner has a contract to purchase the adjoining property at 1220 Niagara Street from a private party.
Please place this on the May 10 Planning Board agenda for a recommendation to Council with the following conditions:

1. Sale is contingent on the proof of closing of 1220 Niagara Street by Mr. Steiner.
 2. As the City obtained this property in an IN REM proceeding, there will be no title documents provided and transfer will be by quit claim deed.
 3. Mr. Steiner will be responsible for all recording fees and transfer taxes.
 4. Mr. Steiner will have a licensed land surveyor prepare a re-subdivision map to combine this parcel with the parcel at 1220 Niagara Street and pay all costs and recording fees.

If you have any questions or need anything further, please let me know.

Thomas M. O'Donnell
Deputy Corporation Counsel
City of Niagara Falls
745 Main Street
PO Box 69
Niagara Falls, New York 14302-0069
716-286-4409
Fax 716-286-4424
Thomas.Odonnell@niagarafallsny.gov

2 cont



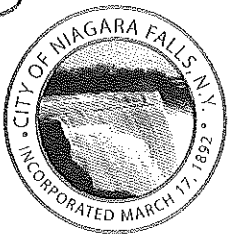
**Project Area: Purchase Request
for 1216-1218 Niagara Street
by Mr Joshua J Steiner
of 1220 Niagara St (under contract)**



0 30 60 90 Feet = 60 feet ver.17.05.03

Disclaimer: Digital files are based on data from various sources. The City of Niagara Falls, N.Y. assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information presented. For interpretation, refer to the City's GIS Coordinator.

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City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

May 23, 2017

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 MAY 24 AM 9:35

The City Council
Niagara Falls, New York

RE: 2017 Summer In-House Infrastructure Project

Council Members:

As the Council is aware, City trees have been severely impacted by the Emerald Ash Borer and there are many trees in need of removal.

It is requested that the Council appropriate \$200,000.00 from casino funds to fund a tree removal program.

Funds are available for the 2017 In-House Paving Program from the non-discretionary portion of casino revenue pursuant to 99-H of the State Finance Law in the amount of \$1,316,241.00.

There will be an additional amount of CHIPS funding available in the amount of \$1,477,114.00.

Will the Council so approve?

Respectfully submitted,

PAUL A. DYSTER
Mayor

Funding is in place

Daniel Morello
City Controller

MAY 30 2017

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City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

May 22, 2017

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 MAY 24 AM 9:35

The City Council
Niagara Falls, New York

RE: *Request for Funding for Wallenda Event*

Council Members:

On June 15, 2017 Nik Wallenda and his wife will be staging an event over Niagara Falls to commemorate the 5th anniversary of Nik Wallenda's walk across the Falls. The Niagara County Legislature adopted a resolution agreeing to contribute the sum of \$35,000.00 toward the cost of this event and requested that the City do the same.

The funding of \$35,000.00 to the cost of this event is requested because of the positive publicity this generates for the City. This is based upon studies that found very favorable publicity and economic impact for the City from Nik Wallenda's 2012 wire walk across the Falls and projects a similar amount of positive publicity and economic impact for the City from this upcoming event.

Funding is available from Tourism Fund balance.

Will the Council so approve this \$35,000.00 contribution to Wallendas Inc. and authorize the Mayor to execute a funding agreement in form and substance satisfactory to the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

Funding is Available

Daniel R. Morello
City Controller

MAY 30 2017



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

May 23, 2017

RECEIVED
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CITY CLERK'S OFFICE
2017 MAY 24 AM 9:35

The City Council
Niagara Falls, New York

RE: *Retention of BPAS to Serve as Actuarial Consultant Regarding Retiree Group
Health Benefits Program*

Council Members:

The City Controller is recommending that the City retain the services of BPAS to perform actuarial services required pertaining to the City's retiree group health benefits program. Attached is the Service Agreement outlining the program which will be in effect through December 31, 2017. Attached is the fee schedule for these services which shows a fee due of \$2,250.00.

Funding is available in the City Controller's budget.

Will the Council so approve and authorize the Mayor to execute the service agreement provided the same is acceptable to the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

Funding is in place

Daniel Morello
City Controller

MAY 30 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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SERVICE AGREEMENT

Agreement

This Service Agreement ("Agreement") is between Niagara Falls City (the "Sponsor") and BPAS Actuarial and Pension Services, LLC ("BPAS").

Purpose

BPAS is to provide actuarial consulting services related to the Postretirement Health Benefits Plan of the "Sponsor".

Our work will be performed based on actuarial standards of practice and applicable laws, regulations and/or accounting standards. With regard to our services the following generally apply.

- The Sponsor will provide BPAS, as requested in a specified format and timely manner, information regarding the Plan(s) (i.e. plan provisions, plan participants, plan assets, benefit payments, etc.) in order to complete the services outlined herein. The Sponsor will take full responsibility for ensuring that the data provided is reasonable and appropriate. While BPAS will take all necessary steps in compliance with Actuarial Standards of Practice to ensure the reasonableness of the information provided, we will not perform an audit or independent verification of the information.
- Economic and demographic assumptions and methods must be determined in order to complete the services outlined herein. The Sponsor will determine all assumptions and methods necessary to complete the actuarial valuation, and assume all responsibility for ensuring those assumptions and methods are reasonable and appropriate. BPAS will provide the Sponsor with guidance and information necessary to assist in the determination of all assumptions and methods required.
- The information contained in our report(s) will be prepared for the internal use of the Sponsor and its auditors in connection with our actuarial valuation(s). It is not intended, nor necessarily suitable, for other purposes. BPAS has no responsibility to update the report(s) for events and circumstances occurring after the date of the report(s).

5 cont

SERVICE AGREEMENT

Fees

The specific services and associated professional service fees for each of the benefit plans are outlined in Appendix A of this Agreement. BPAS reserves the right to amend the fee schedule from time to time. "The Sponsor" will receive prior notification of such changes.

The fees outlined in Appendix A for the services outlined are based on the time required to perform the services. With regard to the expected time and our fee, we assume the following:

- Receipt of complete and accurate data in the format requested by the due date required, in order to staff the engagement appropriately and complete the work in the mutually agreed upon timeframe. Please refer to Appendix B for details regarding your BPAS engagement team.
- Other professional service providers, such as plan and company auditors, may require assistance from BPAS in order to perform their related services. We have assumed 2 hours of support in our fee. Additional time will be billed separately based on the hourly rates outlined in Appendix A.
- There will be no changes in any areas, including current law, regulations, accounting standards or plan provisions that would impact our deliverables. If however there are changes that would impact the scope of our services, we will notify you and get approval for the revised fee before proceeding.
- A meeting with you to discuss the valuation report is not included in the fees outlined in Appendix A. If a meeting is requested, we will bill separately for the additional consulting time required.

By signing below you are authorizing BPAS to perform the professional services outlined in Appendix A and you are agreeing to the associated fee outlined in Appendix A. In addition by signing below you are agreeing to the conditions outlined in this agreement, including those outlined in the attached "Terms of Engagement". Finally, unless noted otherwise below, you are authorizing BPAS to use the "The Sponsor" as a reference (either written or verbal) with respect to the professional services provided.

Acceptance of Agreement

We agree with the terms set forth in this Agreement; including the use of the Sponsor as a reference for BPAS unless otherwise noted below:

BPAS Actuarial and Pension Services, LLC

Sharon K Rainka

Signature

Vice President, Chief Healthcare Actuary

Title

5/12/2017

Date

Niagara Falls City

Dan Miller

Authorized Representative Signature

City Controller

Title

5/15/2017

Date

SIGN
HERE

_____ Initial here if you do NOT want BPAS to use the Sponsor as a reference for this engagement.

5 cont

APPENDIX A – FEE SCHEDULE

RETIREE GROUP HEALTH BENEFITS PROGRAM SPONSORED BY NIAGARA FALLS CITY

Actuarial Valuation Services..... \$2,250

GASB 45 Interim Actuarial Valuation for the fiscal year ending 12/31/2017

- Calculation of Actuarial Accrued Liability as of the beginning of the fiscal year.
- Determination of Annual OPEB Cost for the fiscal year.
- Determination of the Net OPEB Obligation at fiscal year end.
- Development of Required Supplemental Information and Notes to the Financial Statements to be included on the financial statements.

For services or additional work that is hourly based, our rates range from \$110 to \$500.
Every attempt will be made to have the work performed at the lowest billing rate possible.

APPENDIX B

YOUR ENGAGEMENT TEAM – FAIRPORT & SYRACUSE OFFICES

| Name | Title | Telephone Number | Email Address |
|-------------------|-------------------|------------------|----------------------|
| Sharon K. Rainka | Vice President | (315) 703-8919 | srainka@bpas.com |
| Kathleen S. Cost | Senior Consultant | (585) 598-5432 | kcost@bpas.com |
| Aimee Fried-Hardy | Senior Analyst | (315) 703-8937 | afriedhardy@bpas.com |
| Jordyn Torchia | Senior Analyst | (315) 703-8975 | jtorchia@bpas.com |

About BPAS

BPAS is a national provider of retirement plan and fund administration, transfer agency, collective investment fund, and other institutional trust services. We support 3,800 retirement plans, \$52 billion in trust assets, \$1 trillion in fund administration, and more than 400,000 participants. With our breadth of services, we are well positioned to help our clients solve their benefit plan challenges without the need to engage multiple providers. One company. One call.

BPAS family of services includes: Plan Administration & Recordkeeping, Actuarial & Pension, TPA, Fiduciary, Healthcare Consulting, VEBA & HRA/HSA, AutoRollovers & MyPlanLoan, Transfer Agency, Fund Administration, and Collective Investment Funds.

BPAS subsidiaries include: Hand Benefits & Trust, BPAS Trust Company of Puerto Rico, Northeast Retirement Services, and Global Trust Company.

Specialty retirement plan administration practices include auto enrollment plans, multiple employer plans, plans with employer securities, PR 1081 plans, VEBA/HRA plans, and cash balance plans.

As a solutions-oriented national practice, we are committed to Solving Tomorrow's Benefit Challenges Today.

5 cont **Terms of Engagement**

Entire Agreement

These Terms of Engagement and the Service Agreement letter to which they are attached (collectively, the "Agreement") constitute the entire agreement between the client to whom such engagement letter is addressed and any other legal entities referred to therein ("Client" or "you") and BPAS Actuarial and Pension Services, LLC, a New York limited liability company ("BPAS Actuarial and Pension Services," "we" or "us"), regarding the services described in the engagement letter. No modification, variation, amendment or supplement to this Agreement shall be effective for any purpose whatsoever unless reduced to writing and signed by each party.

Responsibilities of the Client

In circumstances where the Client is a business entity, the Client agrees to identify those individuals authorized to request services from BPAS Actuarial and Pension Services under the terms of this Agreement. Individuals authorized to request services agree to identify the purpose of the services, and identify for whom the services are to be performed (e.g., the corporation, an employee, a director) at the time the services are requested.

A fundamental term of this Agreement is that the Client will provide us with all information relevant to the services to be performed and to provide us with any reasonable assistance as may be required to properly perform the engagement. The Client agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment of any relevant item. The Client also agrees to bring to our attention any changes in the information as originally presented as soon as such information becomes available. Client acknowledges that it retains all management responsibilities related to judgments and decisions regarding the Client's financial or business matters.

Unless otherwise indicated, any returns, reports, letters, written opinions, memoranda, etc. delivered to the Client as part of the services ("Deliverables") are solely for the Client and are not intended to nor may they be relied upon by any other party (each, a "Third Party").

Responsibilities of BPAS Actuarial and Pension Services

We will perform our services on the basis of the information you have provided and in consideration of the applicable federal, foreign, state or local tax laws, regulations and associated interpretations relative to the appropriate jurisdiction as of the date the services are provided. Laws and regulations are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. We do not assume responsibility for such changes occurring after the date we have completed our services. Client acknowledges that BPAS Actuarial and Pension Services does not practice law and our services do not constitute legal advice.

Some of the matters on which we may be asked to advise the Client may have implications to other persons or entities. However, we have no responsibility to these persons or entities unless we are specifically engaged to

address these issues to such persons or entities, and we agree to do so in writing.

We will discuss with Client any issues of which we are aware that we believe may subject the Client to penalties and discuss with Client possible courses of action to avoid the imposition of any penalty. We are not responsible for any penalties imposed for positions that have been discussed with Client where we recommended a course of action to avoid penalties and the Client elected not to pursue such course.

BPAS Actuarial and Pension Services is not responsible for any penalties assessed against the Client as the result of the Client's failure to provide us with all the relevant information relative to the issue under consultation. Furthermore, the Client agrees to defend, indemnify and hold BPAS Actuarial and Pension Services harmless for any penalties imposed on BPAS Actuarial and Pension Services or its staff, as the result of the Client's failure to provide such information.

Electronic Communications

In performing services under this Agreement, BPAS Actuarial and Pension Services and/or Client may wish to communicate electronically either via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, your acceptance of this Agreement constitutes your consent to use E-mail. All risks related to your business and connected with your use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

Engagement Limitations

Except as may be specified in this Agreement, we will not audit or otherwise verify the information supplied to us, from whatever source, in connection with this engagement.

As you are aware, tax returns and filings with taxing and regulatory authorities may be subject to audit. We will be available to assist the Client in the event of an audit of any issue for which we have provided services under this Agreement. However, unless otherwise indicated, our fees for these additional services are not included in our fee for the services covered by this Agreement.

We will not be prevented or restricted by anything in this Agreement from providing services for other clients.

We are not responsible for auditing or verifying the work performed by previous service providers and are in no way liable for errors or omissions caused by such service providers.

5 cont

In the course of our engagement, certain communications between Client and BPAS Actuarial and Pension Services may be subject to a confidentiality privilege. Client recognizes that we may be required to disclose such communications to federal, state and international regulatory bodies; a court in criminal or other civil litigation; or to other Third Parties, including Client's independent auditors, as part of our professional responsibilities. In the event that we receive a request from a Third Party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify you to the extent we are allowed to disclose the request for information. We agree to cooperate with Client in any effort to assert any privilege with respect to such information, provided Client agrees to hold BPAS Actuarial and Pension Services harmless from and be responsible for any costs and expenses resulting from such assertion.

Disassociation or Termination of Engagement

Either party may terminate this Agreement upon written notice to the other party. In the event of termination, Client will be responsible for fees earned and expenses incurred through the date the termination notice is received.

Limitation of Liability

All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. BPAS Actuarial and Pension Services makes no other representation or warranty regarding either the services to be provided or any Deliverables; in particular, and without limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

In no event, unless it has been finally determined by a court of competent jurisdiction that BPAS Actuarial and Pension Services was grossly negligent or acted fraudulently, shall BPAS Actuarial and Pension Services be liable to the Client or any of its officers, directors, employees or shareholders or to any other third party, whether such claim is based in tort, contract or other law for any amount in excess of the total professional fee paid by you to us under this Agreement for the particular service to which such claim relates.

IN NO EVENT SHALL BPAS ACTUARIAL AND PENSION SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY NATURE, OR FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Resolution of Differences

In the unlikely event that differences concerning this Agreement should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, BPAS Actuarial and Pension Services and the Client agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, limitations of liability, indemnities, and resolution of differences. If any provision of this Agreement, including the Limitation of Liability clause, is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

Collection of Fees

In the event that Client fails to remit to BPAS Actuarial and Pension Services the fees covered under this Agreement within 90 days of the invoice date for *any* covered recurring service described herein or, if earlier, within 60 days of the delivery of *all* covered annual recurring services described herein, the Client authorizes BPAS Actuarial and Pension Services to directly invoice the above referenced Plan's Trustee or Custodian for the payment of any outstanding amounts attributable to this Agreement to the extent such fees are eligible to be paid from Plan assets. Furthermore, the above authorization shall also immediately apply if Client is a party to any bankruptcy proceeding that limits its ability to pay BPAS Actuarial and Pension Services the agreed upon fees within the above time limits. Client acknowledges that this Agreement shall serve as its only necessary authorization to the Plan's Trustee or Custodian to pay such outstanding invoiced amounts from Plan assets in accordance with the above and agrees to indemnify and hold harmless the Plan's Trustee or Custodian for its compliance with this authorization when presented by BPAS Actuarial and Pension Services to the Plan's Trustee or Custodian with an outstanding invoice covered by the terms described herein. BPAS Actuarial and Pension Services shall be held harmless in the event it exercises these provisions of this Agreement.

This Agreement will be governed by the laws of the State of New York. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts sitting in the State of New York.



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

May 23, 2017

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 MAY 24 AM 9:34

The City Council
Niagara Falls, New York

**RE: Approval of the sale of 1617 15th Street and 1511 Michigan Avenue to
Ronald Cunningham**

Council Members:

The City has received a request to purchase the above referenced City owned properties for a total of \$600.00.

This property was approved for sale by the Planning Board. Attached hereto is a copy of the Planning Board's approval.

Will the Council approve the sale of these premises for this price in an "as-is" condition and of the requirements the closing be performed within 30 days and the properties amalgamated and with the standard pre-condition that the purchaser is not delinquent with any tax or water bill?

The purchaser will be responsible to pay both installments of the 2016-2017 School Tax and all recording fees.

Will the Council further authorize the Mayor to execute any deeds or other documents necessary to effectuate this transaction?

Respectfully submitted,

PAUL A. DYSTER
Mayor

/lr

MAY 30 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

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City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

May 10th, 2017

NIAGARA FALLS PLANNING BOARD

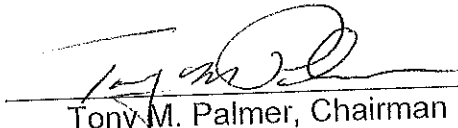
☒ **RECOMMENDATION TO CITY COUNCIL**
Disposition of Property – Real Property Sale

Pursuant to action taken by the Niagara Falls Planning Board on the 10th day of May 2017 your request is hereby granted.

NAME OF OWNER: City of Niagara Falls
ADDRESS OF ACTION: 1617 15th Street and 1511 Michigan Avenue
PURPOSE: Request to purchase property by
Ronald Cunningham

This Recommendation is hereby APPROVED with condition two parcels are amalgamated.

DATE: May 10th, 2017

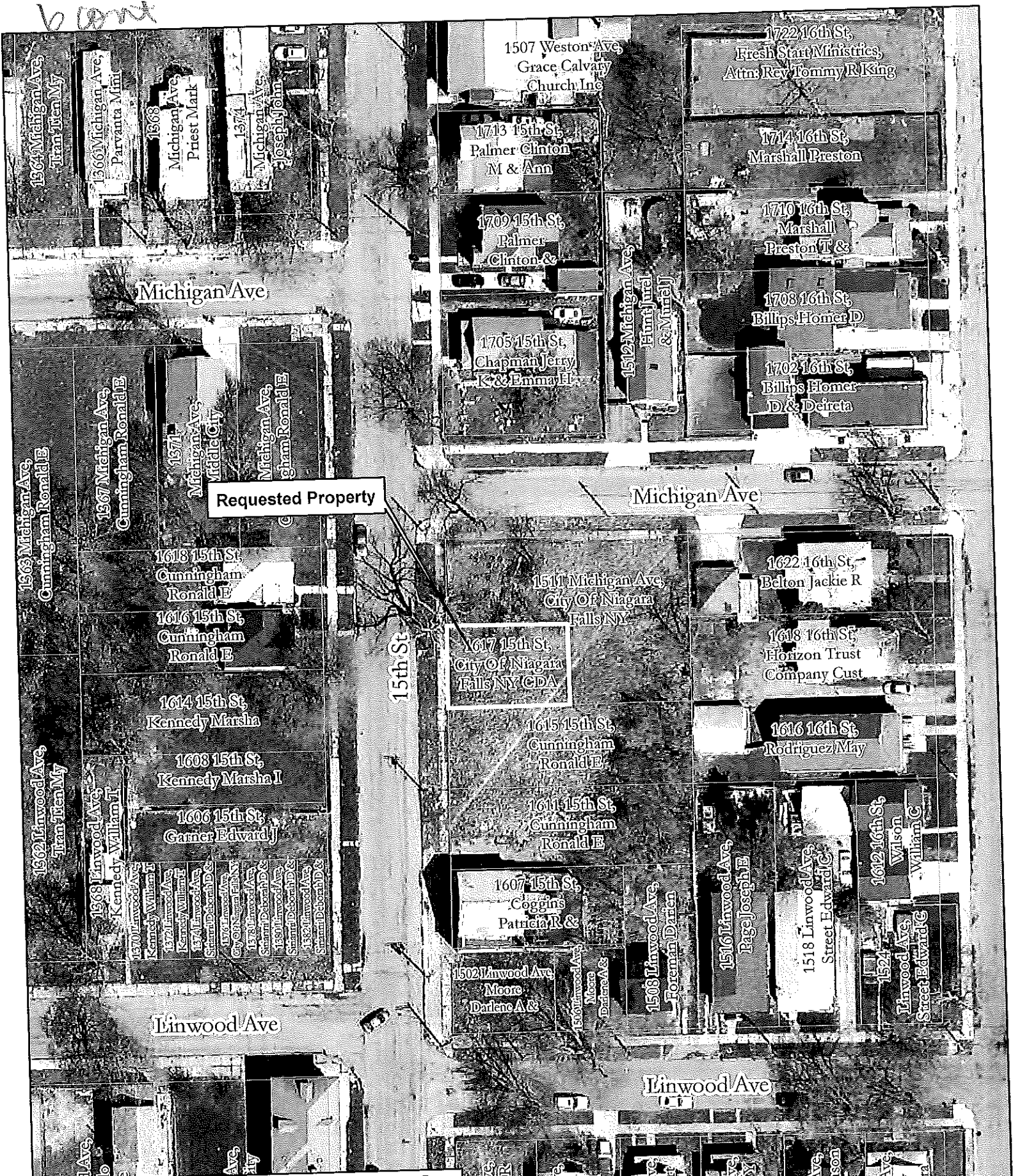

Tony M. Palmer, Chairman
Niagara Falls Planning Board

2017 MAY 11 AM 8:50
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6 cont



**Project Area: Purchase Request
for 1617 15th Street
by Mr Ronald Cunningham**



0 30 60 90 Feet = 60 feet ver.17.05.03

Disclaimer: Digital files are based on data from various sources. The City of Niagara Falls, N.Y., assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information presented. For interpretation, refer to the City's GIS Coordinator.

Project Area: Purchase Request
for 1511 Michigan Avenue
by Mr Ronald Cunningham



Lynwood Ave

Linwood Ave

15th St

Michigan Ave

Requested Property

Michigan Ave

16th St

le comte

7

CITY OF NIAGARA FALLS
NEW YORK

May 22, 2017

RECEIVED
CITY OF
NIAGARA FALLS
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2017 MAY 24 AM 9:57

TO: City Council
FROM: Mayor Paul A. Dyster
SUBJECT: BRIDGE WASHING AND DECK SEALING - VARIOUS LOCATIONS
PIN 5761.42

The following was the result of bids received on May 17, 2017, for the above referenced project:

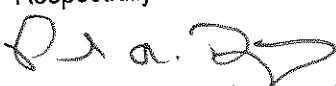
| <u>CONTRACTOR</u> | <u>BASE BID</u> |
|--|-----------------|
| Hunting Valley Construction Inc. 825 Rein Road Cheektowaga, NY 14225 | \$104,639.80 |
| Jim's Trucking & Paving, Inc. | \$192,276.30 |


It is the recommendation of the undersigned that this project be awarded to Hunting Valley Construction, Inc. at its Base Bid of \$104,639.80. Funding is available under funding code H112.

Our design consultant CHA Companies, Inc. has reviewed the bid package and recommended award of this project to the above-referenced contractor. Similarly, the New York State Department of Transportation has reviewed the proposal package and has also found the bid award package acceptable. Please note that this award is 80% federally reimbursable, costing the City 20% of the total contract cost.

Will the Council vote to so approve and authorize the Mayor to execute a contract in a form acceptable to the Corporation Counsel?

Respectfully submitted,



Mayor Paul A. Dyster


Nicholas Melson, City Administrator


John Gerlach, P.E. City Engineer

 E. BRYAN DiPIETRO

Funding Approval:


Daniel Morello, City Controller
Council Meeting: May 30, 2017

MAY 30 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

8

CITY OF NIAGARA FALLS
NEW YORK

May 22, 2017

TO: City Council

FROM: Mayor Paul A. Dyster

SUBJECT: 3625 HIGHLAND AVENUE BUSINESS PARK
Additional Electrical Work
CHANGE ORDER #2


A contract for the above referenced project was awarded to CIR Electrical Construction Corp., 400 Ingham Avenue, Buffalo, NY, on August 15, 2016 in an amount of \$129,000.00


The two remaining items in this change order are for CO2 detectors required by code and exterior building wall lights which we tried to repair but ended up being replaced. Wall light replacements cost are based on previous contractual bid unit pricing.

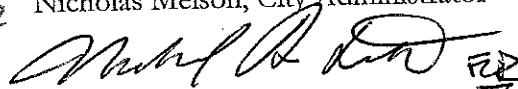
Therefore, it is the recommendation of the undersigned that **Change Order #2** in the amount of **\$2,975.00** be approved, bringing the new contract total to \$169,670.00. Funding for this change order is available from casino revenue.

Will the council vote to so approve?

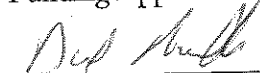
Respectfully submitted,


Mayor Paul A Dyster


Nicholas Melson, City Administrator


John Gerlach P.E., City Engineer

Funding Approval:


Daniel Morello, City Controller
Council Meeting: May 30, 2017

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9

CITY OF NIAGARA FALLS

OFFICE OF THE CITY CLERK

TO: City Council Members

FROM: Lisa A. Vitello
City Clerk

DATE: May 17, 2017

RE: Resolution 2017-49

Please be advised that, Mayor Paul A. Dyster, on May 17, 2017, duly approved the following:

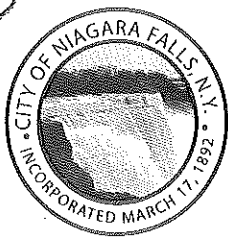
Resolution 2017-49, relative to Rescinding Chapter 501.15 of the Codified Ordinances entitled "Bus Zones" in the Downtown area and replacing with new definitions and language "Designated Motor Coach Bus Zones in the Downtown Area."



Lisa A. Vitello
City Clerk

MAY 30 2017

RAF



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

DATE: May 23, 2017
TO: The City Council
FROM: Lisa A. Vitello
City Clerk
SUBJECT: Commissioner of Deeds

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The following have requested City Council approval for Commissioner of Deeds for a term from July 1, 2017 to June 30, 2019.

This is in accordance with provision of the Niagara Falls City Charter, Article II, Section 7, Subdivision 5.

Thomas Arist
John Caso
Patrick Clifton
Roger Freeman
Victoria Gemuend
Amy Guiliani
Thomas Licata
Nicholas A. Melson
Linda Roulley
Kenneth M. Tompkins
Michael Trane

NFPD
DPW
NFPD
NFPD
Engineering
NFPD
NFPD
Administration
Law Department
Council
NFPD

Tina Aronne
Leo Benevento
William S. Carroll
Barrie Cosimano
Ryan Garrow
Barbara Gonzalez
Erin R. Jankowiak

609 22nd St., Niagara Falls, NY 14301
1406 Hyde Park Blvd., Niagara Falls, NY 14305
4420 Lewiston Rd., Niagara Falls, NY 14305
2722 Willow Avenue, Niagara Falls, NY 14304
750 Seymour Ave., Niagara Falls, NY 14305
2412 North Ave., Niagara Falls, NY 14305
2427 Lake Mead Rd., Niagara Falls, NY 14304

MAY 30 2017

GRANDINETTI _____ SCOTT _____ TOMPKINS _____ TOUMA _____ WALKER _____



10 cont

Cindy-Lou Joyce
Rena Kimble
Vincent M. Mameli
Eugene Ochal
Matthew M. Peunic Jr.
Frederick Pucci
Denise M. Salada
Risky Sanabria
Chris Sharp
Dorothy Lee West
Jason A. Zona

2744 Thornwoods Dr., Niagara Falls, NY 14304
3302 Hyde Park Blvd., Niagara Falls, NY 14305
462 77th St., Niagara Falls, NY 14304
6117 Stephenson Ave., Niagara Falls, NY 14304
8015 Frontier Ave., Niagara Falls, NY 14304
2991 McKoon Ave., Niagara Falls, NY 14305
621 71st Street, Niagara Falls, NY 14301
927 90th St., Niagara Falls, NY 14304
536 28th Street, Niagara Falls, NY 14301
245 71st Street, Niagara Falls, NY 14304
3927 Washington St., Niagara Falls, NY 14305

Respectfully submitted,



Lisa A. Vitello
LAV/cs



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

May 22, 2017

The City Council
Niagara Falls, New York

RE: Request for Approval to Settle and Pay Claim of Mary Victoria Spanbauer C/O Brian C. Mahoney of Harris Beach, Attorneys at Law, 726 Exchange Street, Suite 1000, Buffalo, NY 14210

Council Members:

Date Claim Filed:

February 8, 2012

Date Action Commenced:

July 3, 2012

Date of Occurrence:

November 16, 2011

Location:

Porter Road entrance to Niagara Falls High School

Nature of Claim:

Injuries sustained while a passenger in a prisoner transport vehicle while on school field trip. The door was not latched closed and while turning a corner crushed Mary's hand.

City Driver:

Officer Michael Corcoran

Status of Action:

Pre-Trial Stage

Recommendation/Reason:

Best interests of City to pay claim.

Amount to be Paid:

\$117,500.00

(The Niagara Falls School District is also paying \$12,500.00.)

Make Check Payable to:

Mary Victoria Spanbauer and Harris Beach PLLC as attorneys.

Conditions:

Stipulation of Discontinuance and General Release to City approved by Corporation Counsel.

MAY 30 2017

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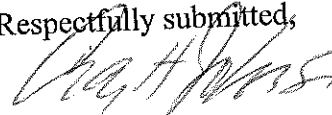
Grandinetti____ Scott____ Tompkins____ Touma____ Walker____

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West

It is the recommendation of this Department that the above claim be paid under the terms set forth above. Will the Council so approve?

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Craig H. Johnson", written in a cursive style.

CRAIG H. JOHNSON
Corporation Counsel



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

May 12, 2017

The City Council
Niagara Falls, New York

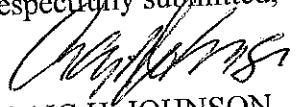
RE: Request for Approval to Settle and Pay Claim of Glenda Feagin of 2408 Ontario Avenue, Niagara Falls, NY 14305

Council Members:

| | |
|------------------------|--|
| Date Claim Filed: | December 14, 2015 |
| Date Action Commenced: | N/A |
| Date of Occurrence: | December 1, 2015 |
| Location: | Lockport & Niagara Avenue |
| Nature of Claim: | Automobile damage sustained when hit pothole. |
| City Driver: | N/A |
| Status of Action: | Claim Stage |
| Recommendation/Reason: | Best interests of City to pay claim. |
| Amount to be Paid: | \$670.06 |
| Make Check Payable to: | Glenda Feagin |
| Conditions: | General Release to City approved by Corporation Counsel. |

It is the recommendation of this Department that the above claim be paid under the terms set forth above. Will the Council so approve?

Respectfully submitted,


CRAIG H. JOHNSON
Corporation Counsel

MAY 30 2017

waf

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13



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

May 16, 2017

The City Council
Niagara Falls, New York

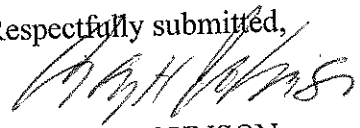
RE: Request for Approval to Settle and Pay Claim of Nicole Abusalah residing at 418 81st Street, Niagara Falls, NY 14304

Council Members:

| | |
|------------------------|---|
| Date Claim Filed: | February 28, 2017 |
| Date Action Commenced: | N/A |
| Date of Occurrence: | February 27, 2107 |
| Location: | in front of 437 82 nd Street |
| Nature of Claim: | Automobile damage when large branch fell striking vehicle |
| City Driver: | N/A |
| Status of Action: | Claim Stage |
| Recommendation/Reason: | Best interests of City to pay claim. |
| Amount to be Paid: | \$2664.95 |
| Make Check Payable to: | Nicole Abusalah |
| Conditions: | General Release to City approved by Corporation Counsel. |

It is the recommendation of this Department that the above claim be paid under the terms set forth above. Will the Council so approve?

Respectfully submitted,


CRAIG H. JOHNSON
Corporation Counsel

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2017 MAY 24 AM 9:35

MAY 30 2017

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14
RESOLUTION No. 2017-

RELATIVE TO FEES FOR BLOCK PARTY PERMITS

BY:

Council Chairman Charles Walker
Council Member Kristen Grandinetti
Council Member Ezra P. Scott, Jr.
Council Member Kenny Tompkins
Council Member Andrew Touma

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WHEREAS, the City of Niagara Falls City Clerk's office has promulgated rules and regulations pertaining to block parties that are community-based events hosted by a group of neighbors, a not-for-profit organization or an association on a City street requiring a closing of a portion of the street for a portion of a particular day; and

WHEREAS, time is spent by the City Clerk's office in processing these block party requests; and

WHEREAS, time is spent by the Department of Public Works when it conducts a follow-up inspection at the close of the block party to be certain that no public property has been damaged or destroyed as a result of the block party being conducted; and

WHEREAS, this City Council believes that it is fair and reasonable for a processing fee to be imposed by the City Clerk's office in order to process the paperwork involved; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the schedule of fees charged by the City Clerk's office is hereby amended to include a \$25.00 fee for the processing and issuance of a block party permit; and it is

FURTHER RESOLVED that the City Clerk is authorized to promulgate rules and regulations from time to time pertaining to block parties and amend the same from time to time.

MAY 30 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

RESOLUTION No. 2017

**RELATIVE TO CONGRATULATING THE BOOK CORNER FOR THEIR 90th
ANNIVERSARY IN BUSINESS**

BY:

COUNCIL MEMBER KRISTEN GRANDINETTI

WHEREAS, the Book Corner located at 1801 Main Street, Niagara Falls N.Y. will celebrate their 90th Anniversary in business on Thursday, June 1, 2017. The celebration will take place on Saturday, June 3rd from 12pm to 5pm at the bookstore; and

WHEREAS, the Book Corner is one of the oldest and largest bookstores in Western New York, established in 1927 by Marie Fleming; and

WHEREAS, the Book Corner is currently owned and operated by Parke "Pete", Jeff & Tereza Morrow. They continue to sponsor local author's book signing and stock local author's books as well as an extensive collection of literature about and from Niagara Falls and Western New York; and

WHEREAS, the Morrows have taken on an ambitious renovation project that includes opening up the second floor loft space for community venues; and

WHEREAS, the Morrows and their staff continue to serve the community, always willing to go the extra mile to provide exemplary service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York, that the Book Corner on Main Street in Niagara Falls has been a vital asset to the community through the years and we congratulate them on their anniversary of 90 years of business.

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MAY 30 2017

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16

RESOLUTION No. 2017

**RELATIVE TO RECOGNIZING THE LASALLE EDUCATIONAL CLUB
48TH ANNUAL SCHOLARSHIP AND AWARD PROGRAM
2017 HONOREES AND SCHOLARSHIP WINNERS**

BY:

Council Chairman Charles Walker
Council Member Kristen Grandinetti
Council Member Ezra Scott, Jr.
Council Member Kenny Tompkins
Council Member Andrew Touma

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2017 MAY 24 AM 10:51

WHEREAS, the LaSalle Educational Club will hold its 48th Annual Scholarship and Awards Program on June 9, 2017, at Antonio's Restaurant and Banquet Center; and

WHEREAS, the LaSalle Educational Club is proud to have chosen the following individuals for their outstanding work in the city and in education:

*HELEN COLEMAN
ANNETTE HOLMES
VANESSA SCOTT
TOM SAUVAGEAU*

WHEREAS, the LaSalle Educational Club strongly believes that "education is the key" for student success and survival. Every year for the past 48 years, the Club has awarded scholarships to deserving seniors from the city of Niagara Falls.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York, on behalf of the citizens of this great city, we congratulate all the honorees and we thank you for your work in making Niagara Falls a better place for us all. We would also like to congratulate all the scholarship winners and the LaSalle Educational Club on another successful year.

MAY 30 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____