

Tuesday – September 5, 2017 Council Meeting

PRESENTATIONS:

1. Status of City Charter Project - Attorney Larry Rubin
-

ADMINISTRATIVE UPDATE:

None

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CITY OF
NAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:54

SEP 05 2017



City of Niagara Falls, New York

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

DATE: August 1, 2017
TO: Council Members
FROM: Lisa A. Vitello, City Clerk

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NIAGARA FALLS
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2017 AUG - 1 AM 10:06

The following claims have been filed in the Office of the City Clerk during the month of July 2017. The claims were subsequently referred to the Office of the Corporation Counsel.

NOTICE OF CLAIM

Nalls-Ford, Tiffany
639 36th Street

In reference to sewer issues caused by roots from city tree.

Genovese, Frankie Lee
200 LaSalle Avenue

In reference to vehicle damage caused by city pothole.

Herberger Jr., John
1425 18th St

In reference to vehicle damage caused by a city tree branch.

Sathue, Justin
1820 Avenue M. -Box 1099
Brooklyn, NY 11230

In reference to personal issues.

Ciufo, Philip
571 Eastbrooke Lane
Rochester, NY 14168
c/o James V. Philippon, Esq.

In reference to personal injuries.

DeFazio, Breanne J.
4677 West Park Drive
Lewiston, NY 14092

In reference to personal injury.

Liberty Mutual Insurance
Claim #PD000-035770076-01
Shawn M. Strange

In reference to vehicle damage.

NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING

The Chemours Company FC, LLC

Index No.: E162025/2017

Stone, Edgar

Index No: E161988/2017

SEP 05 2017
RHF



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1 cont

NOTICE OF SUMMONS

Lobianco, William
424 25th Street
c/o Lipsitz Green Scime Cambria LLP

Index No.: E161956/2017

Family Dollar Stores
Of New York Inc.
c/o Schnader, Harrison, Segal & Lewis LLP

Index No. E161325/2017

Accadia Site Contracting, Inc.
5636 Transit Road
Depew, NY 14043

Index No.: E162168/2017

NOTICE OF PETITION

Wal-Mart Real Estate Business Trust #1909

Index No.: E162127/2017

Sam's Real Estate Trust #6406

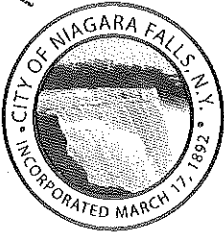
Index No.: E162129/2017

Yours truly,



Lisa A. Vitello

LAV/cs



City of Niagara Falls, New York

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

TO: The City Council
FROM: Lisa A. Vitello, City Clerk
RE: Informational Item: City Clerk's Report
DATE: August 1, 2017

Council Members:

The following is a report of the licenses issued and collections made in the Office of the City Clerk during the month of July 2017.

		<u>CONTROLLER</u>	<u>TOTAL</u>
A1255-001 A012	Vital Statistics	\$ 4,462.00	\$ 4,462.00
A1255-004 A013	Copies of Records	\$ 592.75	\$ 592.75
A1255-004 A013	Certificates of Marriage	\$ 840.00	\$ 840.00
A1255-007 A752	Block Party	\$ 50.00	\$ 50.00
A2501-006 A042	Tour Attendant	\$ 200.00	\$ 200.00
A2501-006 A042	Tour Driver/Guide	\$ 500.00	\$ 500.00
A2501-011 A044	Peddler	\$ 95.00	\$ 95.00
A2501-016 A047	Stationary Engineers	\$ 60.00	\$ 60.00
A2542-000 A053	Dogs/NYS Agr. & Mkts \$ 308.00	\$ -	\$ 308.00
A2542-000 A053	Additional Dogs	\$ 3,072.00	\$ 3,072.00
A2545-001 A054	Marriage License/NYSHD \$ 1,890.00	\$ 630.00	\$ 2,520.00
A2550-001 A056	Loading Zone	\$ 255.00	\$ 255.00
A1255-002 A123	Commissioners of Deeds	\$ 15.00	\$ 15.00
A2545-023 A318	Hunters/NYS DEC RAU \$ 347.66	\$ -	\$ 347.66
A2545-023 A318	Hunters Fees	\$ 20.34	\$ 20.34
A1255-005 A528	Dog Release	\$ 200.00	\$ 200.00
TA63008 A597	Marriage Performance	\$ 1,525.00	\$ 1,525.00
TOTAL:	\$ 2,545.66	\$ 12,517.09	\$ 15,062.75

Check # 25619
Check # 25595
Check # ET

NYS Dept. of Agr. & Mkts \$ 308.00
NYS Health Department \$ 1,890.00
NYS DEC RAU \$ 347.66

Lisa A. Vitello

Lisa A. Vitello
LAV/lgl

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2017 AUG -4 PM 2:10

SEP 05 2017

R+P



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CITY OF NIAGARA FALLS
NEW YORK

August 10, 2017

TO: City Council
FROM: Mayor Paul A. Dyster
SUBJECT: Mechanical & Plumbing Activation for three (3) City owned Buildings at 3625 Highland Avenue
CHANGE ORDER #2

A contract for the above referenced project was awarded to J.R. Swanson Plumbing Co. Inc., 413-103rd Street, Niagara Falls, NY on August 15, 2016.


This Change Request is to provide a new water service to office building #1. The original water line from the previous owner was installed at an improper depth causing it to freeze making it unusable. The original 'scope of work' did not include this unanticipated but necessary work required to complete the project and to allow for the City to obtain a certification of occupancy.

Funding for this Change Order is available from Casino Funds. Additionally, partial reimbursement from a New York State ESD Grant is available to offset project cost.

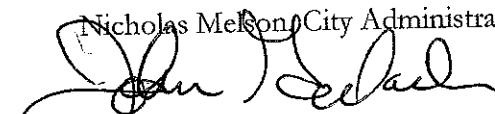
Therefore, it is the recommendation of the undersigned that **Change Order #2** in the amount of **\$11,150.00** be approved, bringing the new contract total to \$159,608.82.

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

City Council Meeting: September 5, 2017

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2017 AUG 24 AM 8:45

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

4
CITY OF NIAGARA FALLS
NEW YORK

August 25, 2017

TO: City Council
FROM: Mayor Paul A. Dyster
SUBJECT: Restroom Renovations at the Stone Comfort Building
Hyde Park Ice Rink: New Team Locker Room
CHANGE ORDER #2 (General Contract)

A contract for the above referenced project was awarded to Walter S. Johnson Building Co. Inc., 6638 Mooradian Drive, Niagara Falls, NY, on March 6, 2017 in an amount of \$131,770.00 and on July 24, 2017 Change Order #1 was approved by City Council increasing the total to \$136,248.00.


Subsequent to the close out of the above reference project, the City requested quotes for new work not included under the present contract. This work involves the demolition and renovation of the original (4) locker rooms located in Rink #1. This work will complete renovations to the remaining untouched locker rooms and make possible new facilities for home team "Junior A Club" starting this fall.

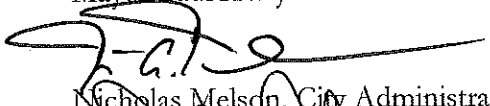
Therefore, it is the recommendation of the undersigned that **Change Order #2** in the amount not to exceed \$120,000.00 be approved by City Council.

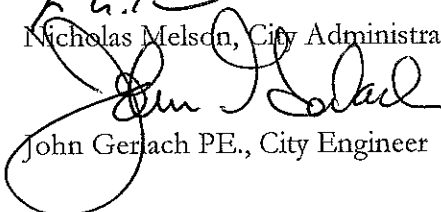
Sufficient funding remains in the original budget used for Stone Comfort Building project through the NYS Consolidated Funding Application (CFA) Grant and Greenway Funds.

Will the Council vote to so approve?

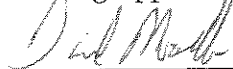
Respectfully submitted,


Mayor Paul A. Dyster


Nicholas Melson, City Administrator


John Gerlach PE., City Engineer

Funding Approval:



Daniel Morello, City Controller

SEP 05 2017 Council Meeting: September 5, 2017

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CITY OF NIAGARA FALLS
NEW YORK

August 25, 2017

TO: City Council

FROM: Mayor Paul A. Dyster

SUBJECT: Letter of Award for Consultant Services Agreement for
Project: LaSalle Recreation Way Trail

Based upon the New York State Department of State procedures for open competitive Request for Proposals (RFP), CHA Consulting has been selected as the City's consultant for the above referenced project.

Funding for the Design Engineering portion of this project is fully covered under a NY State grant and by Niagara River Greenway at 100%. Construction Inspection and Construction administration components will also be eligible for reimbursement.

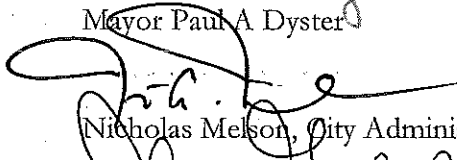
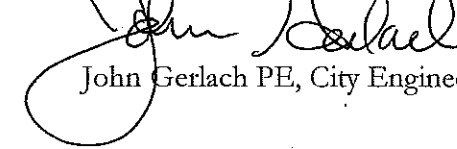
It is the recommendation of the undersign that the Project Proposal for the LaSalle Recreation Way Trail submitted by CHA Consulting Inc. be awarded at the proposed price not to exceed \$138,000.00.

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,



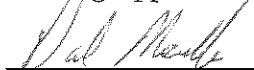
Mayor Paul A. Dyster

Nicholas Melson, City Administrator

John Gerlach PE, City Engineer

Funding Approval:



Daniel Morello, City Controller

Council Meeting: September 5, 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

August 28, 2017

The City Council
Niagara Falls, New York

RE: Purchase of washers and dryers for Firehouses

Council Members:

The Fire Chief advises that it is necessary to purchase washers and dryers for the Firehouses so that they can be used to clean linens as agreed with the bargaining units. Various vendors were solicited for estimates and the lowest came in from George's Appliances in the amount of \$4,640.00 inclusive of delivery. Attached is a copy of that estimate. It is also requested that an extra \$500.00 be made available for related electrical or plumbing supplies that may be necessary during installation for a total of \$5,140.00. Funds for this acquisition are available from the Firehouse Repair Capital Funds.

Will the Council so approve?

Respectfully submitted,

PAUL A. DYSTER
Mayor

Funding is in place

Daniel Morello
City Controller

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2017 AUG 30 AM 10:26

SEP 05 2017

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6 cent

WINNING
QUOTE #1

Phone: 716-282-2121

Fax: 716-205-8695

1422 Pine Avenue

Niagara Falls, NY 14301



August 24, 2017

Niagara Falls Fire Department

To Whom It May Concern:

Quote:

(5) Maytag Washer - model # MVWC565WO \$489.00 each ----- \$2445.00

(5) Maytag Electric Dryer Model MEDC215EW0 \$439.00 each ----- \$2195.00

TOTAL ----- \$4640.00

n/c delivery and set up -- hoses connectors all included for washers

electric 3 prong cords for dryers all included

Tax exempt

George's Appliance, Inc.

A handwritten signature in black ink, appearing to read 'Paul B. Mark'.





City of Niagara Falls, New York

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

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

August 25, 2017

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2017 AUG 30 AM 10:26

The City Council
Niagara Falls, New York

RE: *Approval of the sale of 2056 Virginia Avenue to Gerale D. Jones and Jade JC Jones*

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 with the conditions that the home and property be brought into code compliance within one (1) year from the transfer and that the purchaser(s) occupy the home for a minimum of five (5) years. 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 described above, the Planning Board approval, the closing on this property be performed within 30 days of the resident being informed of Council approval, 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 2017-2018 School Tax (if applicable) and all recording fees.

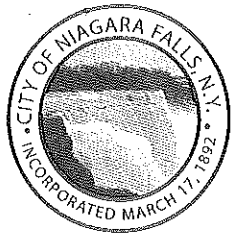
Will the Council further authorize the Mayor to execute any deeds or other documents necessary to effectuate this transaction?

Respectfully submitted,

PAUL A. DYSTER
Mayor

/lr

SEP 05 2017



City of Niagara Falls, New York

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

July 26th , 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 26th day of July 2017 your request is hereby **APPROVED**.

NAME OF OWNER: City of Niagara Falls

ADDRESS OF ACTION: 2056 Virginia Avenue

PURPOSE: Request to sell property for the sum of \$1,000.

This Recommendation is hereby **APPROVED** .

DATE: July 26th, 2017



Tony M. Palmer, Chairman
Niagara Falls Planning Board

2017 JUL 27 AM 9:56

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**Project Area: Purchase Request
for 2056 Virginia Ave
by Gerale Jones of 1105 Cleveland Ave**

City of Niagara Falls
Geographic Information System
ver. 17.06.06

Scale: 0 30 60 90 feet
North Arrow

Requested Property

2056 Virginia Ave
City of Niagara Falls NY

2036 Virginia Ave
Folmar Donnette

2038 Virginia Ave
Pescillo New York LLC

2042 Virginia Ave
Morini Vernon & Evelyn M. C. Pindel

2054 Virginia Ave
City of Niagara Falls NY

2060 Virginia Ave
Love James C & Irene

2064 Virginia Ave
Love James

2070 Virginia Ave
Love James

2078 Virginia Ave
Jones Tammy Lynn

2037 Virginia Ave
McChin Derek & LaChenelle

2041 Virginia Ave
George Josephine

2045 Virginia Ave
George Josephine

2053 Virginia Ave
Gilmore Myral L-LU

2057 Virginia Ave
Gilmore Myral L-LU

2061 Virginia Ave
McChin Derek & LaChenelle

2065 Virginia Ave
Barnes Eleanor M-LU

2081 Virginia Ave
Jones Willie G-LU

2096 Tennessee Ave
Mathews Claudette

2066 Tennessee Ave
Clayton Javanna M

2296 Tennessee Ave
Woyzey Edward

2300 Tennessee Ave
Driff William

2304 Tennessee Ave
Rodriguez John

2023 Rhode Island Ave
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2211 Rhode Island Ave
Mehra Malina P-LU

2213 Rhode Island Ave
Tran Phung Khanh

2215 Rhode Island Ave
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2217 Rhode Island Ave
Davis Christopher P

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Hibbard John E & Rose

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2034 Virginia Ave,
City of Niagara Falls NY

Rhode Island Ave

Virginia Ave

Project Area: Purchase Request
for 2056 Virginia Ave
by Gerale Jones of 1105 Cleveland Ave



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feet = 60 feet
ver.17.06.06

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.



City of Niagara Falls, New York

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

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

August 29, 2017

RECEIVED
CITY OF
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CITY CLERK'S OFFICE
2017 AUG 30 AM 10:26

The City Council
Niagara Falls, New York

RE: *Agreement for parking with Niagara County Community College ("NCCC")
in the Rainbow Ramp*

Council Members:

The Development Agreement entered into by and between NCCC, the City and USA Niagara Development Corporation dated November 30, 2011 called for, among other things, that NCCC would receive parking in the Rainbow Ramp for up to four hundred (400) spaces per day for a five (5) year period of time at no cost to NCCC. This was in consideration of the donation by the college foundation of the ground lease in the Rainbow Mall property as well as 310 Rainbow Boulevard to the City. That five (5) year period of time has now expired.

The college has reevaluated its needs and it has found that it requires only up to two hundred (200) spaces per day during the months of September through May and that it requires only fifty (50) spaces per day during the months of June, July and August. In further consideration of the aforementioned transfers by the foundation to the City, NCCC is proposing that it pay to the City \$20.00 per space per month for the utilization of the Rainbow Ramp as described. The term of this agreement is proposed to be two (2) years during which time the City and NCCC can reevaluate their respective needs going forward. Attached hereto is a copy of a proposed draft agreement. NCCC and the City are continuing discussions about certain non-material provisions contained in this draft.

Will the Council so approve and authorize the Mayor to execute an agreement provided the same is in form and content satisfactory to the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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8 cont

PARKING AGREEMENT WITH NIAGARA COUNTY COMMUNITY COLLEGE

THIS PARKING AGREEMENT (this "Agreement"), made as of the ____ day of ____, 2017 by and between Niagara County Community College, a New York State Community College with offices at 3111 Saunders Settlement Road, Sanborn, New York, 14132 (the "College") and the City of Niagara Falls, New York, a New York municipal corporation with offices at 745 Main Street, P.O. Box 69, Niagara Falls, New York, 14302, Attention: Department of Law (the "City").

WHEREAS, The College has constructed a Culinary Institute at 28 Old Falls Street, Niagara Falls, New York which hosts various classes for its students and others; and

WHEREAS, the Culinary Institute opened for students in September of 2012; and

WHEREAS, the Development Agreement dated November 30, 2011 entered into by and between the City, the College and USA Niagara Development Corporation called for the College to receive free parking in the adjoining City owned parking ramp for 400 vehicles for a five (5) year period of time; and

WHEREAS, that five (5) year period of time expires on August 31, 2017; and

WHEREAS, the College wishes to continue to provide parking for its students attending classes at the Culinary Institute, and

WHEREAS, the College has requested that the City sell to the College certain parking permits ("Parking Permits") which permit the holder thereof access to park in certain unreserved parking spaces in the City's Rainbow Parking Ramp (the "Rainbow Ramp") for the College's students, and other users and invitees of the College.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Parking Spaces

- a. The City agrees to sell to the College up to 200 Parking Permits as provided herein, each of which shall grant its holder access to the Rainbow Ramp for the purpose of parking in parking spaces in areas of the Rainbow Ramp designated for such purpose by signage installed by the City. The College's use of the Rainbow Ramp for such parking shall be subject to the terms and conditions set forth in this Agreement. The City shall designate the area or areas of the Rainbow Ramp for the College's use; provided, however, that the City shall endeavor to designate area(s) for the College's use on the third and fourth floors of the Parking Ramp in the southerly section of the Rainbow Ramp closest to the entrance to the Culinary Institute. Notwithstanding the City's designation of areas of the Rainbow Ramp for the College's use and the City's installation of signage at its sole cost and expense, the College acknowledges and agrees that no particular parking spaces in the Rainbow Ramp shall be specifically marked and set aside for the College's use, nor shall any parking spaces or portions of the Rainbow Ramp be specifically reserved for the College's exclusive use.
- b. The City and the College agree that each year during the Term of this Agreement during the months of September through May, inclusive, the City shall sell and the College shall purchase

8 cont

200 Parking Permits for the Rainbow Ramp and during the months of June through August, inclusive, the City shall sell and the College shall purchase 50 Parking Permits for the Rainbow Ramp. The amount to be paid by the College for said Parking Permits is specified in Section 5 herein.

- c. The City, upon request of the College and based on availability, agrees to provide to the College, additional parking availability in the Rainbow Ramp for College conventions, conferences, tradeshow, concerts, events and other activities ("College Special Event(s)"), at a rate of \$5.00/space per day on a year-round basis provided that the College makes such request, in writing, at least 30 days in advance of the College Special Event and further provided that the City has the right to deny any such request based on the utilization of the Rainbow Ramp. The College agrees that such a request will not be made more than three (3) times per year. The City will determine the method of making such additional parking available.
 - d. The use of said Parking Permits shall be restricted to the College's use, inclusive of utilization by students, faculty and staff ("Permitted Users"). The College's use of the Rainbow Ramp shall be limited to parking of standard automobiles, SUVs and pickup trucks in accordance with this Agreement, and no other use whatsoever shall be made of the Rainbow Ramp or any portion thereof by the College or any of the Permitted Users.
 - e. No parking spaces in the Rainbow Ramp shall be reserved for the College's use, nor shall any parking spaces be otherwise designated for the exclusive use of the Permitted Users. Rather, all parking spaces in the Rainbow Ramp, including the up to 200 spaces provided for in this Agreement, shall, at all times, be available on a nonexclusive, unreserved "first-come, first-served" basis. Notwithstanding the foregoing, the City represents and warrants that the capacity of the Rainbow Ramp is sufficient to provide adequate unreserved parking spaces for the College's use to the extent of up to 200 spaces provided for in this Agreement, and that the City, in operating the Rainbow Ramp, shall not allocate parking spaces to other users to such an extent that the up to 200 spaces provided for in this Agreement become unavailable for the College's use. Subject to the City's approval, which approval the City shall not unreasonably withhold, the College may place a sign or signs at the Rainbow Ramp directing its Permitted Users to the Rainbow Ramp for parking, and indicating that such parking will be available to Permitted Users having a properly validated Parking Permit.
 - f. The College shall, at all times during which this Agreement remains in place, comply with all reasonable rules and regulations related to all Rainbow Ramp users promulgated by the City or any employee or managing agent retained by the City to manage the Rainbow Ramp at any time and from time to time, and shall comply with all applicable statutes, laws, ordinances, regulations, and orders of governmental authorities having jurisdiction over the Rainbow Ramp.
2. Availability of Parking
- a. As concerns the up to 200 spaces provided for in this Agreement, this Agreement is not intended to, nor shall it in any manner be construed to ensure or otherwise guarantee to the College that, at any particular time while this Agreement is in effect, there will be parking available in the City's Rainbow Ramp. The College acknowledges that the Rainbow Ramp is periodically full, especially during summer holidays and special events.

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- b. In the event that the City needs access to the Rainbow Ramp for maintenance, repairs or for any other legitimate public purpose, the City may temporarily close or prohibit access to the Rainbow Ramp, or portions thereof, in which case, parking by the College's Permitted Users may be temporarily restricted or precluded. In performing such maintenance and repairs with respect to the Rainbow Ramp, the City agrees to take such steps as are reasonably necessary to minimize any disruption to the College's use of the Rainbow Ramp pursuant to this Agreement.
- c. In the event the College is temporarily precluded from using all or any portions of the Rainbow Ramp from time to time for the reasons described in paragraph 2(b) above, the College's Permitted Users shall be allowed to temporarily use the Parking Permits issued pursuant to this Agreement for access to unreserved parking spaces in any of the parking lots or other parking facilities operated by the City (collectively, the "Alternate Facilities"), subject, however, to the terms and conditions of this Agreement and subject to any particular rules, regulations, or restrictions that apply to such Alternate Facilities. The City agrees to use reasonable efforts to offer the College and its Permitted Users Alternate Facilities as close to the Rainbow Ramp as possible as the same may be available from time-to-time while the Rainbow Ramp is unavailable for the College's use.

Notwithstanding any period during which the College is precluded due to maintenance or repair work conducted by the City from using the Rainbow Ramp or any portions thereof, the obligations of the College hereunder, including, without limitation, the obligation to pay for the Parking Permits issued pursuant to this Agreement, shall remain unchanged and in full force and effect. However, if the City does not make Alternate Facilities available for the College's and the Permitted Users' use while such maintenance or repair work is being performed, then the College's payment obligations hereunder shall be temporarily abated, to the extent that it is precluded from using the Rainbow Ramp.

3. Repairs, Maintenance, Damage and Destruction

- a. The City shall, at its expense, perform all required maintenance and repairs and keep the Rainbow Ramp in good condition and repair for use as a parking facility and in compliance with all applicable laws, regulations, ordinances and codes in effect or which become effective during the term hereof. The City shall not make or construct any improvements or alterations to the Rainbow Ramp which interfere with vehicle and/or patron access to the Rainbow Ramp or parking operation, or reduce the number of available parking spaces without prior written notice to the College. The City shall, during the initial term and any renewal term of this Agreement, operate the Rainbow Ramp in a manner consistent with its operation of other City parking ramps and facilities.
- b. If during the term of this Agreement, the Rainbow Ramp becomes totally or partially unsound or unusable due to fire, casualty, normal wear and tear, and/or gradual deterioration, the City shall restore the Rainbow Ramp to substantially the same condition that it was in before such damage or deterioration occurred, subject, however, to such modifications to the Rainbow Ramp as are required to comply with then applicable laws, codes and regulations. Such damage or deterioration occurring during the term of this Agreement shall not terminate this Agreement. If the Rainbow Ramp or portions thereof become temporarily unavailable to the College during any such repair and restoration work, the City shall, in accordance with

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paragraph 2(c) above, allow the College's Permitted Users to temporarily use the Parking Permits issued pursuant to this Agreement for access to unreserved parking spaces in any of the Alternate Facilities operated by the City, subject, however, to the terms and conditions of this Agreement and subject to any particular rules, regulations, or restrictions that apply to such other Alternate Facilities. If the City does not make available for the College's use alternative (unreserved) parking spaces in Alternate Facilities while such repair or restoration work is being performed, then the College's payment obligations hereunder shall be temporarily abated, to the extent that it is precluded from using the Rainbow Ramp.

- c. Notwithstanding anything to the contrary contained in this Agreement, if, during the term of this Agreement, the Rainbow Ramp is damaged or destroyed by earthquake or other casualty, the City shall have the right to terminate this Agreement by written notice to the College if: (i) the laws then in effect do not permit the restoration, or (ii) the cost of restoring the Rainbow Ramp would exceed the amount of insurance proceeds available to the City by more than \$200,000 (in the aggregate, including any prior restoration costs during the Term), or (iii) the Rainbow Ramp is destroyed or been damaged to the extent of fifty (50%) or more of the replacement cost thereof. Should the City elect to terminate this Agreement based on one or more of the events described in this subdivision "c", the City shall offer College suitable substitute parking in other City owned parking lots or parking facilities in the vicinity.
- d. Notwithstanding anything to the contrary contained in this Agreement, if the Rainbow Ramp is totally destroyed by earthquake or other casualty, becomes totally unsound or unusable due to normal wear and tear, and/or gradual deterioration, or is otherwise permanently closed or demolished for any reason, the City shall have the right to terminate this Agreement by written notice to the College, in which event neither party shall have any further rights or obligations hereunder. Should the City elect to terminate this Agreement based on one or more of the events described in this subdivision 3(d), the City shall endeavor to assist the College in locating suitable substitute parking in other City owned parking lots or parking facilities in the vicinity.

4. Parking Validation Procedure

- a. As the Rainbow Ramp is currently being operated, each parking customer of the Rainbow Ramp is issued a parking "ticket" stamped with the date and time of the customer's entry into the Rainbow Ramp. Following the full execution and delivery of this Agreement, the City and the College shall agree upon an appropriate procedure for up to 200 Parking Permits or swipe cards to be issued by the City to the College's Permitted Users as well as a process to regularly update and maintain a full and complete list of Permitted Users.
- b. The City reserves the right to adopt, by written notice to the College, different procedures and requirements at any time and from time to time for allowing access by Permitted Users to the Rainbow Ramp and for monitoring and charging applicable fees for parking. In this regard, in order to participate in any parking program developed by the City and to comply with any procedures and requirements adopted by the City, the College agrees to pay any cost required for the installation and licensing of any hardware and software required at College's premises or elsewhere in order for College's Permitted Users to access the Rainbow Ramp. The College also agrees to pay any cost incurred by the City in order for the College's data and information pertaining to Permitted Users to be stored in the City's system.

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5. Payment

- a. In consideration of the sale by the City to the College of up to 200 Parking Permits for its Permitted Users, the College shall pay to the City during the term of this Agreement the sum of twenty dollars per month per Parking Permit (the "Parking Permit Fees"). Payment for any Parking Permits issued under this Agreement shall be made to the City in equal semi-annual installments, in arrears, on the first day of July and the first day of January each year during the term of this Agreement and any extension terms hereof. Payments made after the fifteenth (15th) day of the month in which payment is due shall bear an additional four percent (4%) late payment penalty.
 - b. In the event that the daily number of College validations exceeds the number of Parking Permits held by the College on such date, then the City shall bill the College, at the then current parking rates applicable to the Rainbow Ramp for such excess use, and the College shall pay the additional charges to the City on the date when the next semiannual Parking Permit Fees are payable by the College to the City hereunder.
6. Term. This Agreement shall be for a period of two (2) years commencing on the first day of September, 2017 and shall expire on August 31, 2019.
7. Insurance. During the term of this Agreement, the College shall carry comprehensive commercial general liability insurance, insuring the College and the City against claims for loss of life, bodily injury and property damage occurring in, on or about the Rainbow Ramp, in accordance with the Insurance Requirements set forth in Exhibit "A" attached hereto and made a part thereof.
8. Violation and Termination. The City may terminate this Agreement in the event that the City, in its sole discretion, determines that the College is in violation of any material term or material condition contained herein. Prior to exercising such right of termination, the City shall first give written notice to the College, delivered to the College at 3111 Saunders Settlement Road, Sanborn, New York, 14132 or any other address designated by the College, of such violation, at least thirty (30) days prior to the effective date of such termination. The College shall then have the opportunity to cure such violation, if it may be cured, within such thirty (30) day period (provided, however, in the event that such violation is of a nature that it cannot reasonably be cured within such thirty (30) day period, the College shall be granted a reasonable amount of additional time to cure such violation provided that the College commences such curative action within the first thirty (30) days). Unless the violation is cured to the satisfaction of the City, the Agreement shall terminate and the College shall have the same rights to parking in the Rainbow Ramp as the public at large, but shall have no further rights under this Agreement. In the event that the City shall commence legal proceedings to enforce the terms of this Agreement against the College, to enforce any termination by the City of this Agreement, or to defend any litigation commenced by the College against the City with respect to this Agreement or issues or claims arising hereunder, then the College shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) which the City incurs in prosecuting or defending any such actions or proceedings.
9. Assignment. This Agreement may not be assigned by the College without the prior written consent of the City, except that no such prior written consent of the City, shall be required for an assignment of this Agreement by the College to a purchaser of the entire interest of the College in the College and premises commonly known as 28 Old Falls Street, Niagara Falls, New York, so

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long as any such purchaser assumes in writing all of the obligations of the College under this Agreement and provides the City with a copy of the written assignment and written assumption agreement. The City shall have the right to sell or otherwise transfer title to the Rainbow Ramp at any time, and the City shall have no continuing obligations or liability to the College hereunder accruing after the date of any such transfer of title to the Rainbow Ramp, provided the transferee of the Rainbow Ramp assumes in writing all of the City's obligations hereunder.

10. Miscellaneous

- a. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and/or transferees (to the extent assignment or transfer is permitted hereunder).
- b. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered or sent by nationally recognized overnight courier service (such as Federal Express, UPS overnight delivery, etc.), at the respective addresses set forth above in this Agreement for the City or the College, respectively (or to such other addresses as may be furnished by either party to the other in writing). If personally delivered, such notices shall be deemed to have been given upon delivery; if sent by nationally recognized overnight courier services, such notices shall be deemed to have been delivered one day after the notice was sent.
- c. This Agreement constitutes the entire agreement between the City and the College relating to the Rainbow Ramp and the parking rights described in this Agreement, and is intended to supersede any prior arrangements between the parties with respect to the same.
- d. This Agreement may not be amended or supplemented except by a writing signed by both the City and the College.
- e. This Agreement may be executed in counterparts.
- f. The Recitals set forth above are incorporated into and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

CITY OF NIAGARA FALLS, NEW YORK

BY: _____
PAUL A. DYSTER, Mayor

ATTEST: _____
City Clerk

NIAGARA COUNTY COMMUNITY COLLEGE

BY: _____

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EXHIBIT A
(Insurance Requirements)

**INSTRUCTIONS FOR CITY OF NIAGARA FALLS
STANDARD INSURANCE CERTIFICATE**

The College shall obtain, at its own cost and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of the term of the Agreement to which these insurance requirements apply.

Certificates should be made to the City of Niagara Falls, NY., 242 Main Street, P.O. Box 69, Niagara Falls, NY 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Law Department.

Minimum coverage with limits and provisions are as follows:

A. Comprehensive General Liability

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate, or such higher limits of coverage as the City may require, by written notice to the Developer, given at any time, and from time to time after the expiration of five (5) years from the commencement of the term of the Agreement to which these Insurance Requirements apply. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for XCU coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Cov. A, B, and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS License)

If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only be reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limit of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

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1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
3. The commercial general liability insurance shall apply as primary and non-contributing insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insureds.
4. "Cross liability" or "severability of interest" clauses shall be included in the commercial general liability insurance policies, by the wording of the policy or by endorsement, which shall have the effect of insuring each Indemnified Party (as hereinafter defined) as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

B. Auto Liability (if licensed vehicles are to be used in the operation)

With a combined single limit for Bodily Injury and Property Damage of \$1,000,000 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. Excess Umbrella Liability

If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

The Commercial General and Excess "Umbrella" Liability policies shall include the Owner, City of Niagara Falls New York, its successors and assigns, and their respective officers, directors, shareholders, members, partners, affiliates, employees, agents, successors and assigns (collectively, the "Indemnified Parties") as "Additional Insureds". Such insurance as afforded to these Additional Insureds shall be written on an occurrence basis, shall apply separately and specifically to the Work covered by this contract, shall be primary insurance without any right of contribution from any other insurance carried by them and shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) and liability for premiums (which shall be solely a liability of the Design-Builder) shall operate in the same manner as if there were a separate policy covering each insured.

Each of the policies providing the coverages required herein shall provide that if the insurers cancel such insurance for any reason whatsoever, or the same is allowed to lapse, expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective until at least thirty (30) days after receipt by the Indemnified Parties of written notice by such insurers of such cancellation, lapse, expiration or change:

Additional Interests: Certificates of insurance evidencing the foregoing coverages shall be delivered to Owner prior to the commencement of the Work and shall expressly name the Design-Builder and the Indemnified Parties named above as a primary additional insureds on a non-

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contributing basis. All insurance certificates shall be endorsed as follows: All liability policies and the Workers Compensation and Employers Liability policy shall include a waiver of subrogation against the each of the Indemnify Parties.



City of Niagara Falls, New York

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

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

August 2, 2017

RE: *Renewal of Agreement between Unified Court System ("UCS") and the City for court cleaning and minor repairs*

Council Members:

It is requested that the City enter into a renewal period in a five year term agreement with the UCS for the UCS to reimburse the City for cleaning of the Courthouse and minor repairs. The amount of reimbursement for 2017-2018 totals \$378,370. Attached hereto is a copy of the Letter of Agreement.

Will the Council so approve and authorize the Mayor to execute the annual renewal letter and budget?

Respectfully submitted,

PAUL A. DYSTER
Mayor

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:25

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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STATE OF NEW YORK
UNIFIED COURT SYSTEM
EIGHTH JUDICIAL DISTRICT
92 FRANKLIN STREET - Third Floor
BUFFALO, NEW YORK 14202-3902
(716) 845-2505
FAX (716) 845-7500

LAWRENCE K. MARKS
Chief Administrative Judge

PAULA L. FEROLETO
District Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts outside New York City

ANDREW B. ISENBERG, ESQ.
District Executive

July 11, 2017

Mayor Paul Dyster
745 Main Street
PO Box 69
Niagara Falls, NY 14302

Re: Agreement between UCS and the City of Niagara Falls
for Court Cleaning and Minor Repairs (Contract No. C300346)
Annual Renewal Letter and Budget (Appendix B) for SFY 2017-18

Dear Mayor Dyster:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of Niagara Falls, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2017 and shall terminate on March 31, 2018. During this 2017-2018 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2017-2018 period shall be \$378,370. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2017-2018 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by the City of Niagara Falls and by the UCS.

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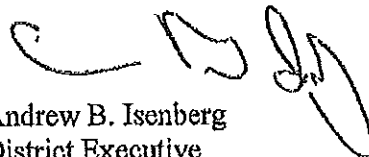
Contract Renewal Letter for the City of Niagara Falls for SFY 2017-2018
(Contract No. C300346)

Page 2

Accordingly, the original of this letter should be signed by an authorized representative of the City of Niagara Falls, and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,



Andrew B. Isenberg
District Executive

Accepted for: The City of Niagara Falls

Accepted for: Unified Court System

Name:

Title:

Maureen McAlary

Director, Division of Financial Management

Dated:

Dated:

Attachments

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ACKNOWLEDGMENT

STATE OF New York)
) SS:
COUNTY OF)

On the day of , 2017, before me personally came
,
to me known, who, being by me duly sworn, did depose and say that he/she resides in
 , that he/she is the of
 , the municipality described in and which executed the above instrument; and that
she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

NOTARY PUBLIC



City of Niagara Falls, New York

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

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

August 29, 2017

The City Council
Niagara Falls, New York

RE: *2014 – 2024 Memorandum of Agreement between the City of Niagara Falls
and the Niagara County Building Trades Council*

Council Members:

Attached, please find the proposed 2014 – 2024 Memorandum of Agreement between the City of Niagara Falls and the Niagara County Building Trades Council. This proposed agreement is an extension of the parties' Collective Bargaining Agreement.

Will the Council so approve and authorize the Mayor to execute the same?

Respectfully submitted,

PAUL A. DYSTER
Mayor

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:25

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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CITY OF NIAGARA FALLS, NEW YORK
LABOR RELATIONS COMMITTEE

NIAGARA COUNTY BUILDING TRADES

2014-24 MEMORANDUM OF AGREEMENT

1. **Term** (§17.0): 1/1/14 through 12/31/24.
2. **Wages** (§7.3 (a)): 2014 – 1%; 2015 - 0%; 2016 - 0%; 2017 – 2%, 2018 – 2%; 2019 – 1%, effective July 1, 2019, 1% effective December 31, 2019; 2020 – 2%; 2021 – 2%; 2022 – 1%, effective July 1, 2022, 1% effective December 31, 2022; 2023 - 2%, and; 2024 - 2%.

All wage increases are effective on January 1 of the aforementioned years, unless listed otherwise. With the exception of the 2014 signing bonus, wage increases are NOT retroactive for time period prior to ratification of agreement.

3. **Longevity** - 5 year increment - \$500.00; 10 year increment - \$1,000; 15 year increment - \$1,000.00; 20 year increment - \$1,000.00; 25 year increment - \$1,000, and; 30 year increment - \$1,000.

Longevity proposals are NOT retroactive for time period prior to ratification of agreement. The Skilled Trades Crew Leader position will added to employees eligible to receive longevity increments.

4. **Union Steward Time** (§1.3): Delete sentences 2, 3, 4 and 5 and replace with the following: *"When conducting union business, during regular work hours, stewards shall be required to sign out with their department head or his designee prior to leaving their normal job assignment. When signing out, the steward shall indicate the specific nature of the union business, the specific location where the business will be conducted and a telephone number where the steward can be reached. Union business conducted during regular work hours shall take place only on City property. Steward must sign in upon completion of the union business."*

5. **Sick Leave Verification** (§10.3 (d)): The City, at its discretion, will require an employee to verify their illness with documentation from their attending physician or undergo a medical examination by a doctor of the City's choosing should the

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employee utilize three (3) consecutive sick days or ten (10) sick days within a 30 day period.

6. **New Employees** (whose date of hire follows execution of this agreement)

Health Insurance:

- 15% contribution to premium
- Managed Pharmacy
- Opt-out payment equal to contribution amount, with \$1,500/\$3,500 maximum

7. **Health Insurance** (Active Employees)

Prescription Drug: Adjust member co-pay from \$1/\$5/\$5 to \$1/\$15/\$30.

Primary/Specialist Office Visit: Adjust member co-pay from \$10 to \$15.

Emergency Room Visit: Adjust member co-pay from \$35 to \$75.

Out-of-Pocket Maximum: Adjust from Unlimited to \$2,500/\$5,000 (s/f).

Medical Opt-out Payment: For all active employees, cap payment \$5,000/\$10,000.

8. **Snow Plowing** (New): Operating Engineers will be included in regular call-in rotation for snow plowing.

9. **Right of First Refusal** (New): In the event that the City undertakes a building construction project that involves work that is within the typical job duties of Trades union membership, the union shall, upon written notice to the City, have the right to perform said work exclusively; provided, however, that the City may nonetheless procure said work from other sources should the underlying project's projected cost be greater than \$500,000.00 or if said project requires specialized or proprietary work performed by a contractor or his agent.

10. **Lead Operator** (New): The City will designate a Lead Operator from its current operating engineers. The Lead Operator is responsible to leading other operators to perform all tasks assigned in a safe and responsible manner in accordance with the established procedures and written and oral instructions from the Skilled Trades Crew Leader or the Director or his assignee. The Lead Operator will receive a payment of \$1,000.00 per year, included in his base salary, as compensation for this additional assignment.

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11. **Continuity**: All other terms and conditions not specifically mentioned herein that are contained in the parties collective bargaining agreement shall remain unchanged and in full force and effect.

Dated: September 5, 2017

City of Niagara Falls, NY

Paul A. Dyster, Mayor

Nicholas A. Melson
City Administrator

Niagara County Building Trades Council

Paul Brown, President

International Union of Operating Engineers,
Local 463

Northeast Regional Council of Carpenters,
Local 276

Electrical Workers, Local 237

Painters & Glazers District Council

Bricklayers & Allied Craftworkers, Local 3

Plumbers and Steamfitters, Local 22

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Medical Benefits

Benefit	Blue Cross Blue Shield Plan
Office Visits	\$15
Pediatric Primary Care Visits	Covered in Full
Routine Physicals	\$15
Well Child Visits	Covered in Full
Diagnostic X-rays	Covered in Full
Lab Testing	Covered in Full
Chiropractic Care	\$15
MRI	Covered in Full
Specialist Visits	\$15
Maternity Care	Covered in Full (after co-pay for initial visit)
Gynecological Office Visits	\$15
Mammograms	Covered in Full
Pap Smears	Covered in Full
Inpatient Stays	Covered in Full
Outpatient Surgery Facility	Covered in Full
Chemotherapy, Radiation Therapy, Inhalation Therapy	\$15
Cardiac Rehabilitation (24 visits per year)	\$15
Occupational, Speech, Physical Therapy	\$15
Emergency Room Visit (waived if admitted)	\$75
Emergency Ambulance	Covered in Full
Mental Health Inpatient (30 days per year)	Covered in Full
Mental Health Outpatient (60 visits per year)	50% PPO Allowance
Inpatient Detoxification (detox only)	Covered in Full
Outpatient Substance Abuse (60 visits per year)	\$15
Diabetic Supplies and Equipment	\$15
Durable Medical Equipment	20% Co-pay
Home Health Care (in-network unlimited visits)	\$15
Hospice (210 days)	\$15
Prosthetic Devices	20% Co-pay
Skilled Nursing Facility (non-custodial)	Covered in Full (50 days)
Prescription Drugs (no co-pay for generic contraceptives)	\$1/\$15/\$30
Vision Care	
Exam	\$15
Frames	\$0 Co-pay (\$100 maximum)
Lenses	\$0 Co-pay
Contact Lenses	\$0 Co-pay (\$100 maximum)
Dependent/Student Coverage to Age	26/26

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Out of Network	
Deductible	\$250/\$500
Coinsurance	80% - 20%
Out of Pocket Maximum	\$2,500 - \$5,000
Lifetime Maximum	Unlimited

Dental Benefit Plan

Benefit	In-Network	Out-of-Network
Preventive & Diagnostic Services Including: Exams Cleanings X-rays	100%	100% of In-network Allowance
Basic Services Including: Fillings Periodontics Endodontics Crowns	100%	100% of In-network Allowance
Major Services Including: Bridges Partial & Full Dentures	100%	100% of In-network Allowance
Orthodontia	50%	50% of In-network Allowance

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EyeMed Vision Care Plan

Vision Care Services	Member Cost	Out-of-Network Reimbursement
Exam with Dilation as Necessary	\$10 Co-pay	Up to \$35
Frames: Any Available Frame at Provider Location	45% of the Usual and Customary Charges up to \$130 Plus 20% off Balance over \$130	N/A
Standard Plastic Lenses:		
Single Vision	\$35	N/A
Bifocal	\$55	N/A
Trifocal	\$90	N/A
Lenticular	\$90	N/A
Lens Options:		
UV Coating	\$12	N/A
Tint (Solid and Gradient)	\$12	N/A
Standard Scratch Resistance	\$15	N/A
Standard Polycarbonate	\$35	N/A
Standard Progressive (add-on to bifocal)	\$45	N/A
Standard Anti-Reflective Coating	\$45	N/A
Other Add-ons and Services	20% Discount	N/A
Contact Lenses:		
Conventional (discount applied to materials only)	15% off Retail Price	N/A
Laser Vision Correction:		
Lasik or PRK from U.S. Laser Network	15% off Retail Price or 5% off Promotional Price	N/A
Frequency:		
Examination	Once Every 12 Months	
Frame	Unlimited	
Lenses or Contact Lenses	Unlimited	



City of Niagara Falls, New York

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

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

August 23, 2017

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:25

The City Council
Niagara Falls, New York

RE: Authorizing an Intermunicipal Agreement between the County of Niagara, County of Orleans, City of Lockport, City of Niagara Falls and City of North Tonawanda relative to the creation of a New York Land Bank

Council Members:

My understanding is that the Corporation Counsel has forwarded to City Council members detailed information about the recently enacted "Land Bank Act" as well as a copy of a proposed Intermunicipal Agreement to include the County of Niagara, the County of Orleans, the City of Lockport, the City of North Tonawanda and the City of Niagara Falls.

The purpose of a land bank is to aide local governments in their fight against vacant and abandoned properties which represent a danger to the health and safety of local residents which result in costs and loss of revenues to local governments. The Land Bank Act allows land banks to acquire, redevelop and improve tax delinquent, vacant or abandoned property, thereby providing a mechanism to acquire blighted properties and convert them into productive uses.

Pursuant to the Land Bank Act, it is necessary to adopt a resolution establishing the land bank on behalf of the City of Niagara Falls which will include the City of Niagara Falls and hopefully Niagara County, Orleans County, the City of Lockport, the City of North Tonawanda but not the requirement to include all of them as members. Each municipality will make its own determination. The Board of Directors of the land bank, if all municipalities participate, shall consist of seven (7) members as set forth in the most recent version of the proposed Intermunicipal Agreement provided to you by the Corporation Counsel subject to each member approving the Intermunicipal Agreement and joining the land bank.

It is therefore requested that the City Council authorize the Mayor to execute an Intermunicipal Agreement between the County of Niagara and the other municipalities that may include the County of Orleans, the City of Lockport, the City of North Tonawanda and the City of Niagara Falls for the creation of the NORLIC, a New York land bank and it is further provided that the agreement shall only be executed after review and approval by the Corporation Counsel for terms, form and content which will be substantially the same as the proposed form of

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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11 cont

Intermunicipal Agreement forwarded to you by the Corporation Counsel on August 22, 2017 and it is further requested that the City Council approve the Certificate of Incorporation for the land bank which shall be in substantially the same form as is available for review at the Niagara County Clerk's office and provided the same is approved by the Corporation Counsel and that the City Council also approve the finalization and forwarding of the application for approval of the land bank to New York State.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Paul A. Dyster", with a stylized flourish at the end.

PAUL A. DYSTER
Mayor

11 Cont

**RESOLUTION AUTHORIZING AN INTERMUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF NIAGARA, COUNTY OF ORLEANS, CITY OF LOCKPORT, CITY
OF NIAGARA FALLS and the CITY OF NORTH TONAWANDA
RELATIVE TO THE CREATION OF THE NORLIC,
A NEW YORK LAND BANK**

WHEREAS, addressing the need to strengthen and revitalize local communities, New York State recently enacted the "Land Bank Act" (Not for Profit Corporation Law, Article 16) which authorizes municipalities to establish individual or cooperative land banks; and

WHEREAS, vacant and abandoned properties present a danger to the health and safety of local residents, result in costs and loss of revenues to local governments, and discourage further investment in the community; and

WHEREAS, land banks may acquire, redevelop and improve tax delinquent, vacant or abandoned property, thereby providing a mechanism to acquire blighted properties and convert them to productive uses; and

WHEREAS, to maximize opportunities and increase efficiencies, the County of Niagara, County of Orleans, City of Lockport, City of Niagara Falls and the City of North Tonawanda desire to establish a single land bank; and

WHEREAS, pursuant to the Land Bank Act, it is necessary to adopt a resolution establishing the Land Bank on behalf of Niagara County and others; NOW, THEREFORE,

BE IT RESOLVED, there is hereby created a land bank on behalf of the County of Niagara, with the intent but not the requirement to include County of Orleans, City of Lockport, City of Niagara Falls and the City of North Tonawanda, to be known as the "NORLIC"; and

BE IT FURTHER RESOLVED, that the Board of Directors shall consist of seven members; as set forth below and subject to each member approving the IMA subject to respective municipality joining the land bank; and

BE IT FURTHER RESOLVED, that the initial members of the Board of Directors and their and alternate appointee will have a term of 6 months or until replaced by the respective municipality; and are hereby approved, as follows:

- (a) Richard Updegrove, Niagara County Manager;
- (b) David Callard, Chairman of Legislature, Orleans County;

11 cont

BE IT FURTHER RESOLVED, that the Agreement will be for a 5 year period upon execution, with an automatic 5 year renewal period unless terminated in accordance with its terms and conditions; and

BE IT FURTHER RESOLVED, that the land bank may proceed forward whether the Intermunicipal Agreement includes all the suggested municipalities or only the County of Niagara



City of Niagara Falls, New York

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

OFFICE OF THE MAYOR

Telephone: (716) 286-4310

August 10, 2017

The City Council
Niagara Falls, New York


RE: Retain Milliman, Inc. for Actuarial Equivalence Testing

Council Members:

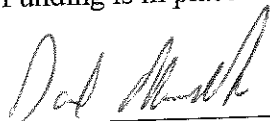
The City Controller is recommending that the City retain the services of Milliman, Inc. ("Milliman") to perform actuarial equivalence testing in connection with the retiree drug subsidy. Milliman has much experience in this area and has worked in the past with Blue Cross and Blue Shield. Attached is a copy of the engagement contract. The reports Milliman generates will likely result in the City receiving subsidy payments from the federal government. The cost of these actuarial services is \$5,000.00 for calendar year 2018. Funding is available from the City Controller's budget line number A.1315.0000.0451.000.

Will the Council so approve and authorize the Mayor to execute an engagement agreement in form satisfactory to the Corporation Counsel?

Respectfully submitted,


PAUL A. DYSTER
Mayor

Funding is in place



Dan Morello
City Controller

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CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:24

SEP 05 2017

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Engagement Contract –

Actuarial Equivalence Testing for the Retiree Drug Subsidy

This Agreement is entered into between Milliman, Inc. ("Milliman") and City of Niagara Falls NY ("Company") as of the date below. Company has engaged Milliman to determine whether Company's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS). Such services or fees may be modified from time to time by mutual written agreement of the parties. In consideration for Milliman agreeing to perform these services, Company agrees as follows.

1. **SERVICES.** Milliman will perform the following services for Company if the Retiree Drug Subsidy Workbook is completed and delivered to Milliman at least ten business days prior to the online RDS application deadline:
 - A. Milliman will determine whether Company's plan(s) provide "creditable coverage" as defined by CMS.
 - B. For all plans offering creditable coverage, Milliman will determine whether the plans pass the actuarial equivalence test as defined by CMS.
 - C. If Company's plan(s) pass the actuarial equivalence test; Milliman will complete the "Actuarial Attestation" section of the online RDS application for the plan year ending in 2018.
 - D. If Company's plan(s) fail the actuarial equivalence test; Milliman will suggest actions that Company may take to pass the test. If Company implements Milliman's suggestions and provides documentation at least two days prior to the online RDS application deadline, Milliman will issue the actuarial attestation described in C above.
 - E. Milliman will issue a formal report presenting Milliman's findings, a description of the analyses and the data upon which Milliman relied in performing this work.

Professional fees for services listed above is \$5,000. Should the plan design information change such that the cost is likely to exceed this estimate, we will discuss that situation with you before proceeding further.

* * * * *

The remainder of this agreement represents the contractual terms and conditions that will apply to all subsequent engagements of Milliman by Company unless specifically disclaimed in writing by both parties prior to the beginning of the engagement.

2. **LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. In the event of any claim arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents and employees to Company shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.

3. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.
4. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
5. **NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Company. Milliman's work may not be provided to third parties without Milliman's prior written consent, which consent may be conditioned on execution by the third party of Milliman's standard Third Party Release Agreement; provided, however, Company may share Milliman's work with its parent or affiliates, but only if either (a) the Company has the full power and authority to bind such parent or affiliate to the terms of this agreement and does bind such affiliate to the terms, or (b) the parent or affiliate acknowledges in writing that the work of Milliman is subject to certain limitations and restrictions contained in this Agreement and that the parent or affiliate acquires no greater rights than are possessed by Company under this Agreement. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.
6. **USE OF MILLIMAN'S AND COMPANY'S NAME.** Each party agrees that it shall not use the other party's name, trademarks or service marks, or refer to such other party directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without that party's prior written consent for each such use or release, which consent shall be given in its sole discretion.
7. **CONFIDENTIALITY.** Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.

12 cont



August 4, 2017
Page 3 of 3

8. **DATA RELIANCE.** Company will provide data to Milliman, as requested by Milliman. This data includes the demographic and geographic information about Medicare-eligible beneficiaries, historical plan experience when requested, contributions, and description of retiree pharmacy benefit plans.

On behalf of Company the undersigned attests that to the best of my knowledge and belief, the data provided is accurate and complete, such that Milliman should rely on it for the purpose of determining creditable coverage and actuarial equivalence as defined by CMS.

9. **AUTHORITY.** Each Party hereto represents and warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the party to these terms. The person(s) executing this contract represent(s) and warrant(s) that such person(s) have full authorization to execute this contract.

10. **FEES.** Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

MILLIMAN, INC.

City of Niagara Falls NY

By:

A handwritten signature in cursive script, appearing to read 'William J. Thompson'.

Name: William J. Thompson

Title: Principal & Consulting Actuary

Date: August 4, 2017

By: _____

Name: _____

Title: _____

Date: _____

13

CITY OF NIAGARA FALLS
NEW YORK

August 21, 2017

TO: City Council

FROM: Mayor Paul A. Dyster

SUBJECT: Letter of Award for Consultant Services Agreement for
NYSDOT Locally Administered Federal Aid Project
Cayuga Drive Resurfacing, PIN 5761.62

Based upon the New York State Department of Transportation standard merit selection procedures, (GPI) Greenman Pedersen, Inc. has been selected as the City's consultant for the above referenced program.

Funding for this project will be typical 80% Federal and 20% Local reimbursement procedure. Although the 20% local share will be totally reimbursable by N.Y. State through New York State Pit Bonds.

It is the recommendation of the undersigned that the Project Design Services be awarded to Greenman Pedersen, Inc. at a not to exceed cost of \$180,000.00.

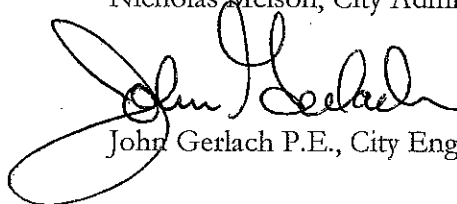
Will the Council vote to so approve and authorize the Mayor to execute a contract in a form acceptable to the Corporation Counsel?

Respectfully submitted,



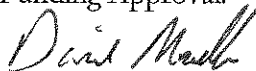
Mayor Paul A Dyster

Nicholas Melson, City Administrator



John Gerlach P.E., City Engineer

Funding Approval:



Daniel Morello, City Controller

Council Meeting: September 5, 2017

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:28

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



City of Niagara Falls, New York

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

OFFICE OF THE MAYOR

Telephone: (716) 286-4310

August 15, 2017

The City Council
Niagara Falls, New York

RE: *Agreement with Northeast Association Management, Inc.
Worker's Compensation Claims*

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:24

Council Members:

Since 2005, the City's Workers' Compensation claims have been handled by the Public Employees Risk Management Association ("PERMA"). This includes both claims existing prior to 2005 and the claims that have arisen since joining PERMA in 2005.

The pre-2005 claims have been handled through PERMA's affiliated entity Northeast Association Management, Inc. ("NEAMI") as the third party administrator for the claims. Recent changes by the Workers' Compensation Board required that the City enter into a separate agreement with NEAMI to provide this service.

This is handled on a yearly basis beginning on September 1 of each year.

It is now time to enter into a renewal agreement with NEAMI for the September 2017 to September 2018 year. The claims will continue to be handled on the same basis and it is recommended that the Council authorize the Mayor to execute an agreement with NEAMI in a form acceptable to the Corporation Counsel.

Will the Council so approve?

Respectfully submitted,

PAUL A. DYSTER
Mayor

SEP 05 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

August 30, 2017

The City Council
Niagara Falls, New York

RE: 2017 Annual Niagara Falls Blues Festival

Council Members:

The Niagara Festival & Entertainment Group is planning to promote and undertake its Annual Blues Festival scheduled to take place on September 15th, 16th and 17th, 2017 on Old Falls Street. The City has been asked to contribute the sum of \$2,500.00 to the cost of this festival. Funds will be disbursed pursuant to a funding agreement prepared by the Corporation Counsel. Funding is available from Tourism Fund balance.

Will the Council so approve and authorize the Mayor to sign a funding agreement approved by the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

Funding is in place

Dan Morello
City Controller

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2017 AUG 30 AM 10:32

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116



City of Niagara Falls, New York

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

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

August 30, 2017

The City Council
Niagara Falls, New York

RE: *Funding for NFC Development Corp.*

Council Members:

The Director of the NFC Development Corp ("NFC") advises that NFC is in need of additional funds in order to continue its grant/loan program as concerns qualifying projects. The amount requested is \$250,000.00. Funding is available from the casino revenue account.

Will the Council so approve?

Respectfully submitted,

PAUL A. DYSTER
Mayor

Funding is in place

Daniel Morello
City Controller

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2017 AUG 30 AM 10:32

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City of Niagara Falls, New York

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

DATE: 8/28/17
TO: The City Council
FROM: Lisa A. Vitello
SUBJECT: Second Hand Dealers

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 28 AM 8:53

Chapter 338 of the Codified Ordinances states: "338.03...City Council may grant a license to carry on the business of secondhand dealer within the City..."

The following has submitted an application for a secondhand dealer license. This application has been approved by the Niagara Falls Police Department.

Niagara Metals, LLC
4861 Packard Rd
Niagara Falls, NY 14304

Will the Council so approve?

Respectfully submitted,

Lisa A. Vitello
LAV/kp

SEP 05 2017

GRANDINETTI _____ SCOTT _____ TOMPKINS _____ TOUMA _____ WALKER _____



18

CITY OF NIAGARA FALLS

OFFICE OF THE CITY CLERK

TO: City Council Members

FROM: Lisa A. Vitello
City Clerk

DATE: July 28, 2017

RE: Resolution 2017-70

Please be advised that, Mayor Paul A. Dyster, on July 27, 2017, duly approved the following:

Resolution 2017-70, relative to amending Chapter 302 of the Codified Ordinances entitled "Ambulance Ordinance" which was adopted by Council on July 24, 2017.

2017 AUG -1 AM 11:33

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CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE

SEP 05 2017

RdF

19
RESOLUTION No. 2017

RELATIVE TO

**WAIVER OF BANDSTAND RENTAL FEE FOR NIAGARA RISES CHARITY
EVENT TO BENEFIT DOG TAGS OF NEW YORK AND VETERANS OF
NIAGARA COUNTY**

BY:

Council Chairman Charles Walker
Council Member Andrew Touma

WHEREAS, on October 7, 2017, Niagara Rises, a non-profit organization will be holding a one day event to benefit the charity, Dog Tags of New York; and

WHEREAS, Dog Tags of New York is also a non-profit organization that pairs Veterans with post-traumatic stress disorder (PTSD) with dogs from the local SPCA for training. The training makes the dogs adoptable and gives our Veterans a purpose and a support network.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York that this council does hereby waive bandstand rental fees of \$750.00 for Niagara Rises - Tails, Troops & Tunes event, to be held on Saturday, October 7, 2017 from 12 noon - 8pm at the Town of Niagara Veterans Memorial Community Park, 7000 Lockport Road, Niagara Falls, NY.

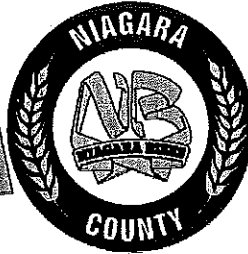
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NIAGARA FALLS
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2017 AUG 30 AM 10:50

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

19 cont

NIAGARA RISES



PO BOX 723
Niagara Falls, NY 14304
(716) 628-6727
www.niagararises.us
niagararises@outlook.com



Niagara Rises is a 501(c)3 non-profit charitable organization established in 2007.
Tax ID # 27-0398108

Niagara Rises is committed to provide support, resources and networking opportunities to organizations working toward strengthening Niagara County

July 19, 2017

City Council, City of Niagara Falls
City Hall – Room 202
745 Main Street, PO Box 69
Niagara Falls, NY 14302

Dear Council Members;

I have been directed by John Caso and Mike Mills at the Public Works Department with whom I have been communicating regarding the use of the City Stage for an event we are hosting on October 7, 2017 at the Town of Niagara Veteran's Park at 7000 Lockport Road.

We are a non-profit organization that is focused on the County of Niagara. We are holding this one day event to benefit the charity Dog Tags New York, which is a non-profit organization that pairs our Veterans with PTSD with dogs from our local SPCA for training to make the dogs adoptable. It in turn gives the Veterans a purpose and a support network, it is a very impressive group. I am enclosing a poster for the event that will show you the plans for the day.

Keeping in mind that this is a fundraiser for a non-profit, we would ask that you might consider donation of the stage for the event or a discount on the price we were quoted of \$750. We realize there are costs involved for the workers who move it, etc. We would also be happy to list the City as a sponsor on our website and our program for the event for the use of the stage.

Should you have any questions or require any additional information, please feel free to call me at (716)628-6727.

Sincerely,

Becky Marchetti
Treasurer
Niagara Rises, Inc.

20

RESOLUTION No. 2017

RELATIVE TO

**RENTAL FEE WAIVER OF HYDE PARK – SHELTER D FOR COMMUNITY
ACTION ORGANIZATION OF ERIE COUNTY, INC. (CAO)
“WELCOME BACK TO SCHOOL” COMMUNITY EVENT**

BY:

Council Chairman Charles Walker

Council Member Ezra Scott, Jr.
Council Member Kenny Tompkins
Council Member Andrew Touma

WHEREAS, on September 9, 2017, Community Action Organization of Erie County, Inc. (CAO) will hold a “welcome back to school” community event; and

WHEREAS, this event will give parents a chance to get involved with their children, the school as well as job opportunities for parents in need of employment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York that this City Council does hereby waive fees for the rental of Hyde Park Shelter D in the amount of \$25.00 for CAO’s “welcome back to school” event on September 9, 2017 from 10am – 12 noon.

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CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:50

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

20 cont

Community Action Organization of Erie County, Inc.

901 24th Street

Niagara Falls, NY 14301

716-216-3880

To whom it may concern:

We would like to hold a "welcome back to school" community event for our families, about 150 families, on September 9, 2017 from 10:00AM-12:00PM. We just need the green space at the park for games for the kids. I spoke with the Recreation Department and she said that I would need to write a letter to your office to have the fee waived; we are a non-profit organization. This is going to be a great event for our families; the goal is to have our parents get involved and have fun with their children, become more involved at their schools, and offer those parents who need it job opportunities.

Thank you for your consideration,

Melissa Voutour

Family Partner

716-216-3880 ext. 803

Fax: 716-371-0597

21
RESOLUTION No. 2017-

***Relative to Support For The Mayors' Compact to
Combat Hate, Extremism and Bigotry***

BY:

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

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:26

WHEREAS, this City Council supports civil rights for all people and is strongly opposed to racism and discrimination of all kinds; and

WHEREAS, this City Council is appalled by the hatred and bigotry that was exhibited in Charlottesville, Virginia on Saturday, August 12, 2017 when a coalition of white supremacist groups clashed with anti-racist and anti-fascist protesters which resulted in the death of Heather Heyer who was killed in the violent confrontation along with Troopers Berke Bates and H. J. Cullen who died in a helicopter crash; and

WHEREAS, this City Council has reviewed the Mayors' Compact to Combat Hate, Extremism and Bigotry of the U.S. Conference of Mayors and the Anti-Defamation League, a copy of which is attached hereto, which Mayor Dyster has signed on to support; and

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

21 cont

WHEREAS, this City Council is supportive of the ten (10) key components of that compact.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Niagara Falls endorses the Mayors' Compact to Combat Hate, Extremism and Bigotry; and

WHEREAS, this City Council supports the stance taken by mayors across the country in speaking out against racism, extremism, xenophobia, white supremacy and all forms of bigotry, and those who espouse such ideologies; and

BE IT FURTHER RESOLVED that this City Council will promote community conversations regarding these issues as needed.

Mayors' Compact to Combat Hate, Extremism, and Bigotry

ANTI-DEFAMATION LEAGUE &

THE UNITED STATES CONFERENCE OF MAYORS

MAYORS' COMPACT TO COMBAT HATE, EXTREMISM AND BIGOTRY

The United States of America is a nation founded on principles of liberty and justice for all. We treasure our freedom, our commitment to equality, and our democratic values. These values are what has made America great for more than 240 years.

Individual Americans can, and often do, agree to disagree with each other on issues large and small. Differences should be celebrated. And our freedom of speech and the other rights enshrined in the First Amendment are among our most cherished freedoms.

But our diverse and pluralistic nation has endured and thrived for centuries because we have been able to reject the forces of extremism and bigotry that could tear us apart. The country has a long history of striving to be a more perfect union. In the face of challenges and division, we have stood together – Americans of different races, ethnicities, religions, sexual orientations, nationalities, and political persuasions – and we have found ways to move forward.

For decades, America's mayors have taken a strong position in support of civil rights and in opposition to racism and discrimination of all kinds. In the 54 years since the murder of Medgar Evers in Jackson, Mississippi, the bombing of the 16th Street Baptist Church in Birmingham, Alabama, which killed four young girls, and the March on Washington led by Dr. Martin Luther King, Jr., much progress has been made in addressing past grievances and in ensuring the civil and human rights of all Americans.

Across the country, many mayors have spoken out against discrimination and injustice when it has occurred and have undertaken efforts to build tolerance and understanding within their communities. In recent years, cities have undertaken efforts to integrate immigrants into their communities and have adopted a variety of policies to include fully and treat equitably their LGBT residents.

Today, however, we are being challenged again. Dark forces of extremism and violent bigotry are rearing their ugly heads. We are now seeing efforts in our states and at the highest levels of our government to weaken existing civil rights policies and reduce their enforcement. We have seen an increase in hate violence, xenophobic rhetoric, and discriminatory actions that target Muslims, Jews, and other minorities. We will not permit them to succeed.

Mayors and their cities must continue to be a beacon for inclusion, tolerance, and respect for all. We will continue to create stronger cultures of kindness and compassion in our communities, and expect our federal and state partners to join us in this endeavor.

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The Anti-Defamation League and The United States Conference of Mayors are launching a new initiative to fight extremism and bigotry and to promote the fundamental principles of justice and equality that define America.

The Mayors' Compact has 10 key components:

1. EXPRESSLY REJECTING EXTREMISM, WHITE SUPREMACY AND ALL FORMS OF BIGOTRY

Mayors will use the bully pulpit to speak out against racism, extremism, xenophobia, white supremacy and all forms of bigotry, and those who espouse such ideologies, and promote community conversations around these issues as needed.

2. DENOUNCING ALL ACTS OF HATE WHEREVER THEY OCCUR

Mayors will publicly denounce specific acts of hate and support efforts to punish bias-motivated violence to the fullest extent of the law, and provide comfort and assistance to victims of hate crimes and discrimination.

3. ENSURING PUBLIC SAFETY WHILE PROTECTING FREE SPEECH AND OTHER BASIC CONSTITUTIONAL RIGHTS

Mayors will protect public safety while safeguarding free speech and other basic constitutional rights through the use of appropriate time, place, and manner restrictions. This might include encouraging alternative rally sites and placing limits on the rights of protestors to bring weapons to political rallies.

4. CALLING FOR FULLY-RESOURCED LAW ENFORCEMENT AND CIVIL RIGHTS INVESTIGATIONS OF DOMESTIC TERRORISM AND HATE CRIMES

Mayors will work to ensure that local police departments have the financial resources necessary to prevent, respond to and investigate domestic terrorism and hate crimes, and work with federal authorities when appropriate to ensure that the interests of justice are served.

5. ELEVATING AND PRIORITIZING ANTI-BIAS AND ANTI-HATE PROGRAMS IN OUR NATION'S SCHOOLS

Mayors will encourage schools to implement anti-bias and anti-hate content in their curricula and/or through extra-curricular activities. ADL and other groups have materials and training programs that can help make this happen.

6. SUPPORTING TARGETED COMMUNITIES AND BRINGING TOGETHER CIVIC AND COMMUNITY LEADERS TO BUILD TRUST

Mayors will reach out proactively to civil rights leaders, clergy and other community leaders to ensure that they are engaged and actively involved in efforts to build trust across neighborhood and community lines and minimize intergroup tensions.

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7. CELEBRATING DIVERSITY, PROMOTING INCLUSIVITY AND CHALLENGING BIAS

Mayors will support the integration of immigrants and other new residents into the community, encourage community activities which celebrate diversity and educate city residents about the different cultures that compose a city's population, and work with creative partners to use various electronic and print media outlets to promote public messages celebrating inclusivity and challenging bias. Mayors also will support inherent bias training for local elected and business leaders to help combat institutional racism.

8. PROMOTING LAW ENFORCEMENT TRAINING ON RESPONDING TO AND REPORTING HATE INCIDENTS, HATE CRIMES AND DOMESTIC TERRORISM

Mayors will encourage their police departments to participate in training programs offered by ADL and others that address how to identify and respond to hate incidents, hate crimes, and domestic terrorism. Members will also encourage the collection of data on such crimes and the provision of the data to appropriate state authorities and the FBI in compliance with the Federal Hate Crime Statistics Act.

9. ENCOURAGING RESIDENTS IN THEIR COMMUNITIES TO REPORT HATE INCIDENTS AND CRIMES, INCLUDING USING HOT LINES AND ONLINE TOOLS

Mayors will encourage residents – both victims and witnesses – to report hate incidents and hate crimes to local authorities, and provide the tools necessary to facilitate such reporting, including hot lines and online tools, as possible and appropriate.

10. MAINTAINING CIVIL RIGHTS ENFORCEMENT AND STRENGTHENING HATE CRIME LAWS WHEN NECESSARY

Mayors will work with executive and legislative partners at the federal and state levels to assure that civil rights laws are aggressively enforced, existing hate crime laws are strengthened as needed, and new laws are enacted to ensure that all hate crimes are prosecutable in their jurisdictions to the greatest extent possible.

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RESOLUTION No. 2017-

**AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST
INSTANCE 100% OF THE FEDERAL-AID ELIGIBLE COSTS,
OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING
FUNDS THEREFORE FOR PIN 5761.62 CAYUGA DRIVE: TUSCARORA RD.
TO NIAGARA FALLS EAST CITY LINE**

BY:

Council Chairman Charles Walker
Council Member Kristen Grandinetti
Council Member Ezra Scott
Council Member Kenneth M. Tompkins
Council Member Andrew Touma

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 AUG 30 AM 10:27

WHEREAS, a Project for the Cayuga Drive: Tuscarora Road to Niagara Falls East City Line P.I.N. 5761.62 (the Project) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Niagara Falls desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Project's Preliminary Engineering (Design I – VI) phase of Cayuga Drive: Tuscarora Rd. to Niagara Falls East City Line PIN 5761.62.

NOW, THEREFORE, the City Council of the City of Niagara Falls, New York, duly convened does hereby

RESOLVE, that the City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City Council hereby authorizes the City of Niagara Falls to pay in the first instance 100% of the federal and non-federal share of the cost of work for the Project or portions thereof; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of Niagara Falls shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

SEP 05 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

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RESOLVED, that the Mayor of the City of Niagara Falls be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Niagara Falls with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.