

Monday – September 18, 2017 Council Meeting

PRESENTATIONS:

1. PB360 Report (participatory budget process)
Ryan Undercoffer, NF Community Development - Finance Manager

ADMINISTRATIVE UPDATE:

N/A

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City of Niagara Falls, New York

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

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

NOTICE OF CLAIM

Avino, Vikki-Lynn as Parent and Natural
Guardian of Kaeden J. Mitchell

In reference to negligence of the NF Police Dept.

Ciufo, Philip
571 Eastbrooke Lane
Rochester, NY 14618
c/o James V. Philippone, Esq.

In reference to personal injuries.

Paone, Joseph A. and Judith A.
425 72nd Street

In reference to storm sewer repair work .

Mims-Daniels, Shantell Y.
2952 9th Street
c/o Christopher D. Galasso, Esq.

In reference to personal injuries.

Easterly, Elizabeth
2403 Woodlawn Avenue

In reference to two city tree stumps that are ant
infested.

State Farm Auto Claims
PO Box 106171
Atlanta, GA 303486171
Insured: Patrick Cerminara

In reference to claim # 52-0850-M58

Guzzetta, Taralynn
1635 10th Street
c/o James M. O'Keefe, Esq.

In reference to personal injuries, property damages,
and all other damages allowed by law resulting from
the serious injuries suffered by claimant.

NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES

Carrington Mortgage Services, LLC

Index No.: E161871/2017

SEP 18 2017

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NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING

Leonard Pimm	Index No.: E162175/2017
Blue Apple Properties, Inc.	Index No.: E162176/2017
Eleventh Street Properties, LLC	Index No.: E162178/2017
Niagara Falls Redevelopment, LLC	Index No.: E162179/2017
NFR Gateway, LLC (Nabisco)	Index No.: E162180/2017
Upstate Associates	Index No.: E162181/2017
H H 310 LLC AKA Hyatt Place	Index No.: E162182/2017
Veronica Thornton; Joseph Calato; Anita Matusick	Index No.: E162421/2017

WAIVER OF THE SERVICE OF SUMMONS

Newbury, Ashley

Index No.: 1:17-cv-00754

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: September 5, 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 August, 2017.

		<u>CONTROLLER</u>	<u>TOTAL</u>
A1255-001 A012	Vital Statistics	\$ 4,410.00	\$ 4,410.00
A1255-004 A013	Copies of Records	\$ 552.25	\$ 552.25
A1255-004 A013	Certificates of Marriage	\$ 1,030.00	\$ 1,030.00
A2501-006 A042	Tour Driver/Guide	\$ 50.00	\$ 50.00
A2501-011 A044	Peddler	\$ 100.00	\$ 100.00
A2501-014 A046	Electrician - Active	\$ 250.00	\$ 250.00
A2501-014 A046	Electrician - Exam Fee	\$ 125.00	\$ 125.00
A2542-000 A053	Dogs/NYS Agr. & Mkts \$ 318.00	\$ -	\$ 318.00
A2542-000 A053	Additional Dogs	\$ 3,261.00	\$ 3,261.00
A2545-001 A054	Marriage License/NYSHD \$ 2,317.50	\$ 772.50	\$ 3,090.00
A1255-002 A123	Commissioners of Deeds	\$ 5.00	\$ 5.00
A2545-023 A318	Hunters/NYS DEC RAU \$ 2,500.11	\$ -	\$ 2,500.11
A2545-023 A318	Hunters Fees	\$ 145.89	\$ 145.89
A1255-005 A528	Dog Release	\$ 250.00	\$ 250.00
TA63008 A597	Marriage Performance	\$ 1,025.00	\$ 1,025.00
A1255-006-A696	Photos/passport-license	\$ 9.00	\$ 9.00
TOTAL:	\$ 5,135.61	\$ 11,985.64	\$ 17,121.25

Check # 25996
Check # 25979
Check # ET

NYS Dept. of Arg. & Mkts \$ 318.00
NYS Health Department \$ 2,317.50
NYS DEC RAU \$ 2,500.11

Lisa A. Vitello

Lisa A. Vitello

LAV/lgl

SEP 18 2017

RTP



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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

September 12, 2017

The City Council
Niagara Falls, New York

RE: Fire Chief—Terms and Conditions of Employment

Council Members:

In addition to the base salary and employment benefits provided for the Fire Chief in the City Ordinance pertaining to exempt employees, the City has had an unwritten policy to allow the Fire Chief Thomas Colangelo to work overtime on an as-needed basis. It may be problematic in the future if overtime is paid to the Fire Chief and there is no written agreement so authorizing. This agreement is intended to address that issue. This written agreement will, among other things, require that any overtime work be approved in advance by the City Administrator and paid at the Fire Chief's "straight time" rate, which has been adjusted to \$55.99 per hour.

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

Respectfully submitted,

PAUL A. DYSTER
Mayor

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AGREEMENT AS TO TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN

THE CITY OF NIAGARA FALLS NEW YORK AND FIRE CHIEF

THOMAS COLANGELO

This Agreement made this 18th day of September, 2017, by and between the City of Niagara Falls, New York, a municipal corporation, having offices at 745 Main Street, Niagara Falls, NY 14302 (the "City") and Thomas Colangelo, Fire Chief for the City of Niagara Falls, New York, (the "Fire Chief").

WITNESSETH:

WHEREAS, the Fire Chief is the duly appointed Fire Chief of Police for the City; and

WHEREAS, the City is desirous of continuing the services of the Fire Chief and the Fire Chief is desirous of performing the duties of Fire Chief for the City; and

WHEREAS, the City and the Fire Chief desire to set forth the terms, conditions and benefits of employment for the Fire Chief so long as he serves in the capacity of Fire Chief; and

WHEREAS, the terms, conditions, and benefits of employment set forth herein have been negotiated in recognition of the benefits contained in Chapter 171 of the City Ordinances and in recognition of the long standing policy of allowing the Fire Chief and previous Fire Chiefs to receive overtime compensation in addition to the regular basic rate of pay. Nothing in this agreement shall be construed as a precedent or as a "past practice" so as to automatically inure to the benefit of any successor to the Fire Chief. It is specifically understood that any employee who shall in the future hold the title covered by this agreement shall be required to negotiate the terms and conditions of his or her employment independently of this document and without reliance thereon.

3 cont

NOW, THEREFORE, it is mutually agreed as follows:

1. The Fire Chief shall receive the benefits described in Chapter 171 of the City's Codified Ordinance entitled "Benefits of Employees Not Covered by Collective Bargaining Agreements", a copy of which is attached hereto, together with his base salary.
2. It is acknowledged that the Fire Chief spends much time outside of his normal work week preparing for Niagara Falls Fire Department ("NFFD") meetings, the weekly review of reports, attendance at block club and community group meetings, attendance at meetings pertaining to the Business District Initiative as well as emergency call-outs. In consideration for the Fire Chief continuing to attend and participate in the aforementioned activities, the City will pay the Fire Chief overtime compensation which is to be regarded as salary or compensation for purposes of the New York State Pension or Retirement System of which the Fire Chief is a member.
3. The regular hourly rate of pay for the Fire Chief shall be set at \$55.99 per hour; this amount shall also reflect the rate of pay for any overtime worked by the Fire Chief.
4. Overtime worked by the Fire Chief is limited to a maximum of ten (10) hours per week.
5. Overtime worked by the Fire Chief must first be approved, in writing, by the City Administrator of the City of Niagara Falls, New York.
6. This Agreement is made pursuant to Section 90 of the New York State General Municipal Law.

IN WITNESS WHEREOF, the parties duly executed this Agreement on the day and date first written above.

3 cont

CITY OF NIAGARA FALLS, NEW YORK

By: _____
PAUL A. DYSTER, MAYOR

By: _____
THOMAS COLANGELO

ATTEST: _____
CITY CLERK



City of Niagara Falls, New York

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

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

September 12, 2017

The City Council
Niagara Falls, New York

RE: *Superintendent of Police – Terms and Conditions of Employment*

Council Members:

In addition to the base salary and employment benefits provided for the Superintendent of Police in the City Ordinance pertaining to exempt employees, the City has had an unwritten policy to allow the Superintendent of Police Brian Dalporto to work overtime on an as-needed basis. It may be problematic in the future if overtime is paid to the Superintendent and there is no written agreement so authorizing. This agreement is intended to address that issue. This written agreement will, among other things, require that any overtime work be approved in advance by the City Administrator and paid at the Superintendent's "straight time" rate, which has been adjusted to \$55.99 per hour.

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

Respectfully submitted,

PAUL A. DYSTER
Mayor

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**AGREEMENT AS TO TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN
THE CITY OF NIAGARA FALLS NEW YORK AND SUPERINTENDENT OF POLICE**

E. BRYAN DALPORTO

This Agreement made this 18th day of September, 2017, by and between the City of Niagara Falls, New York, a municipal corporation, having offices at 745 Main Street, Niagara Falls, NY 14302 (the "City") and E. Bryan DalPorto, Superintendent of Police in the City of Niagara Falls, New York, (the "Superintendent").

WITNESSETH:

WHEREAS, the Superintendent is the duly appointed Superintendent of Police for the City; and

WHEREAS, the City is desirous of continuing the services of the Superintendent and the Superintendent is desirous of performing the duties of Superintendent for the City; and

WHEREAS, the City and the Superintendent desire to set forth the terms, conditions and benefits of employment for the Superintendent so long as he serves in the capacity of Superintendent; and

WHEREAS, the terms, conditions, and benefits of employment set forth herein have been negotiated in recognition of the benefits contained in Chapter 171 of the City Ordinances and in recognition of the long standing policy of allowing the Superintendent and previous Superintendents to receive overtime compensation in addition to the regular basic rate of pay. Nothing in this agreement shall be construed as a precedent or as a "past practice" so as to automatically inure to the benefit of any successor to the Superintendent. It is specifically understood that any employee who shall in the future hold the title covered by this agreement

4 Cont.

shall be required to negotiate the terms and conditions of his or her employment independently of this document and without reliance thereon.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Superintendent shall receive the benefits described in Chapter 171 of the City's Codified Ordinance entitled "Benefits of Employees Not Covered by Collective Bargaining Agreements", a copy of which is attached hereto, together with his base salary.
2. It is acknowledged that the Superintendent spends much time outside of his normal work week preparing for Niagara Falls Police Department ("NFPD"), compstat meetings, the weekly review of field intelligence reports, attendance at block club and community group meetings, attendance at meetings pertaining to the Business District Initiative as well as emergency call-outs. In consideration for the Superintendent continuing to attend and participate in the aforescribed activities, the City will pay the Superintendent overtime compensation which is to be regarded as salary or compensation for purposes of the New York State Pension or Retirement System of which the Superintendent is a member.
3. The regular hourly rate of pay for the Superintendent shall be set at \$55.99 per hour; this amount shall also reflect the rate of pay for any overtime worked by the Superintendent.
4. Overtime worked by the Superintendent is limited to a maximum of ten (10) hours per week.
5. Overtime worked by the Superintendent must first be approved, in writing, by the City Administrator of the City of Niagara Falls, New York.

4 cont.

6. This Agreement is made pursuant to Section 90 of the New York State General Municipal Law.

IN WITNESS WHEREOF, the parties duly executed this Agreement on the day and date first written above.

CITY OF NIAGARA FALLS, NEW YORK

POLICE SUPERINTENDENT

By: _____
PAUL A. DYSTER, MAYOR

By: _____
E. BRYAN DALPORTO

ATTEST: _____
CITY CLERK



City of Niagara Falls, New York

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

OFFICE OF THE MAYOR

Telephone: (716) 286-4310

September 12, 2017

The City Council
Niagara Falls, New York

*RE: 2014 – 2024 Memorandum of Agreement between the City of Niagara Falls
and the United Steelworkers Local 9434-00*

Council Members:

Attached, please find the proposed 2014 – 2024 Memorandum of Agreement between the City of Niagara Falls and the United Steelworkers Local 9434-00. 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

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CITY OF NIAGARA FALLS, NEW YORK
LABOR RELATIONS COMMITTEE

UNITED STEELWORKERS OF AMERICA
LOCAL 9434-00

2014-24 MEMORANDUM OF AGREEMENT

1. **Term** (§17.1): Eleven (11) year contract: 01/01/14 through 12/31/24.
2. **Wages** (§6.1.1): 2014 – \$.25 per hour raise; 2015 - \$0; 2016 - \$0; 2017 – \$.40 per hour raise; 2018 – \$.40 per hour raise; 2019 – \$.40 per hour raise; 2020 – \$.40 per hour raise; 2021 – \$.40 per hour raise; 2022 – \$.40 per hour raise; 2023 - \$.40 per hour, and; 2024 – \$.40 per hour raise.

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

3. **Longevity** - 3 year increment - \$500.00; 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

Wage proposals are NOT retroactive for time period prior to ratification of agreement.

4. **Union Steward Time** (§4.10): The number of Union Stewards will be set at a number no greater than six (6). Stewards shall be the unit members designated to appear at PERB or at grievance or negotiation meetings with City representatives. 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. Steward must sign in upon completion of the union business. Additionally, all Union Stewards must be employed by the City of Niagara Falls and exclusively represent only individuals employed by the City of Niagara Falls. Therefore, Union stewards employed by the City do not represent or negotiate for

5 cont.

individuals employed by any other entity, including, but not limited to, the Niagara Falls Water Board.

5. **Vacation Carry-Over** (§9.2.9): Amend to state that employees may accumulate unused vacation up to a maximum of sixteen (16) weeks.
6. **Vacation Cash Conversion** (§9.2.11): Add the following sub-section: *"Employees may convert accrued vacation into a cash payment at each individual employee's per diem rate in effect at the time of the conversion. Employees who request vacation cash conversion must do so during the month of August of the preceding year."*

The maximum number of vacation weeks that may be converted is two (2) weeks, provided the employee uses the same number of vacation weeks they are requesting conversion for.

Vacation Cash Conversion will be payable during the month of July.

If an employee converts vacation to cash and does not take the equal amount of weeks off, they will not be able to carry over those weeks into the next year."

7. **Sick Leave Verification** (§9.3.3): Delete current language from existing sub-section and replace with the following: *"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 employee utilize three (3) consecutive sick days or ten (10) sick days within a 30 day period"*.
8. **Hospitalization – Retirees** (§10.2): Delete current language and replace with the following: *"All employees covered by the terms of this Agreement and separate from service with the City having reached age fifty-five (55) and who have accumulated a combination of years worked plus their age so that the combination equals seventy (70) or greater, the City will continue to pay for the health and dental insurance that the employee was receiving on the date of separation; provided, however, employees must also have a minimum of ten (10) years of employment with the City in order to be eligible for continuing health and dental insurance benefits upon separation."*
9. **Part Time Employees** (New): The Union will represent full-time employees only;

5 cont.

accordingly, there shall be no part-time employees performing unit work

10. **Leave of Absence** (New): Should a unit member accept an exempt or administrative position, the employee will have their seniority within the bargaining unit frozen from the date of appointment in the exempt position. Additionally, an employee who remains in an exempt position(s) for a period greater than twelve (12) cumulative months during their employment with the City will not have a right to return to the bargaining unit, unless said employee is rehired and returns with no seniority.
11. **Layoff Procedure** (New): In the event of a layoff, the following procedure will be used when dealing with elimination of single title positions (Civil Service positions without promotional bumping rights):
 - A. Exhaust all Civil Service bumping/retreating possibilities (this will include elimination of temporary or provisional employees - which also may lead to more bumping)
 - B. Examine positions within the department of the person being laid off
 - C. Consider any position within the same or lower salary grade as the person being laid off
 - D. Then look to see if the person being laid off has more seniority in a competitive Civil Service position
 - E. Provided that the person has the necessary qualifications at the time of the layoff, that person bumps into the next position
 - F. Bumping would continue until the less senior or less qualified person is laid off.
12. **Health Insurance** (§ 10.1) (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 at \$5,000 single/\$10,000 family.
 - Employee Contribution**: Same.
 - 180 Day Extension**: Union members retiring within 180 days of ratification will be grand-fathered into the plan in place at the time that this Memorandum of Agreement was executed, and not be subject to the modifications negotiated herein.

- 5 cont.
13. **New Employees** (whose date of hire follows execution of this agreement):
Health Insurance (New employees must choose one of the following):

- A. Modified Active Plan with 15% contribution to premium
 - Managed Pharmacy
 - Opt-out payment equal to contribution amount, with \$1,500/\$3,500 maximum
- B. Alternate Co-pay Plan with 10% contribution to premium
 - Managed Pharmacy
 - Opt-out payment equal to contribution amount, with \$1,500/\$3,500 maximum

14. **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 18, 2017

City of Niagara Falls, New York

United Steelworkers, Local 9434-02

Paul A. Dyster, Mayor

Joseph LaGamba, Unit Chairman

Gail Bimont, President – USW 9434

James Briggs, Staff Representative



City of Niagara Falls, New York

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

OFFICE OF THE MAYOR

Telephone: (716) 286-4310

September 12, 2017

The City Council
Niagara Falls, New York

*RE: 2014 – 2024 Memorandum of Agreement between the City of Niagara Falls
and the United Steelworkers Local 9434-02*

Council Members:

Attached, please find the proposed 2014 – 2024 Memorandum of Agreement between the City of Niagara Falls and the United Steelworkers Local 9434-02. 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

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CITY OF NIAGARA FALLS, NEW YORK
LABOR RELATIONS COMMITTEE

UNITED STEELWORKERS OF AMERICA
LOCAL 9434-02

2014-24 MEMORANDUM OF AGREEMENT

1. **Term** (§17.1): Eleven (11) year contract: 01/01/14 through 12/31/24.
2. **Wages** (§6.1.1): 2014 – \$.25 per hour raise; 2015 - \$0; 2016 - \$0; 2017 – \$.40 per hour raise; 2018 – \$.40 per hour raise; 2019 – \$.40 per hour raise; 2020 – \$.40 per hour raise; 2021 – \$.40 per hour raise; 2022 – \$.40 per hour raise; 2023 - \$.40 per hour, and; 2024 – \$.40 per hour raise.

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

3. **Longevity** - 3 year increment - \$500.00; 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 shall be set at \$2,700.00.

Wage proposals are NOT retroactive for time period prior to ratification of agreement.

4. **Union Steward Time** (§4.10): The number of Union Stewards will be set at a number no greater than seven (7). Stewards shall be the unit members designated to appear at PERB or at grievance or negotiation meetings with City representatives. 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. Steward must sign in upon completion of the union business. Additionally, all Union Stewards must be employed by the City of Niagara Falls and exclusively represent only individuals employed by the City of Niagara Falls. Therefore, Union stewards employed by the City do not represent or negotiate for

6 cont.

individuals employed by any other entity, including, but not limited to, the Niagara Falls Water Board.

5. **Vacation Carry-Over**: Amend to state that employees may accumulate unused vacation up to a maximum of sixteen (16) weeks.
6. **Sick Leave Verification** (§9.3.3): Delete current language from existing sub-section and replace with the following: *"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 employee utilize three (3) consecutive sick days or ten (10) sick days within a 30 day period"*.
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 at \$5,000 single/\$10,000 family.
 - Employee Contribution**: Same.
 - 180 Day Extension**: Union members retiring within 180 days of ratification will be grand-fathered into the plan in place at the time that this Memorandum of Agreement was executed, and not be subject to the modifications negotiated herein.
8. **New Employees** (whose date of hire follows execution of this agreement):
 - Health Insurance** (New employees must choose one of the following):
 - A. Modified Active Plan with 15% contribution to premium
 - Managed Pharmacy
 - Opt-out payment equal to contribution amount, with \$1,500/\$3,500 maximum
 - B. Alternate Co-pay Plan with 10% contribution to premium
 - Managed Pharmacy
 - Opt-out payment equal to contribution amount, with \$1,500/\$3,500 maximum

6 cont.

9. **Safety Shoes** (Section 11.1): This section shall be amended to read as follows: "In order to provide adequate protection against foot injuries, the City shall provide each employee required to wear safety shoes a yearly allowance of up to \$150.00 for the purchase of OSHA or ANSI 241.1 approved shoes."
10. **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 18, 2017

City of Niagara Falls, New York

United Steelworkers, Local 9434-02

Paul A. Dyster, Mayor

Michael Lynch, Unit Chairman

Gail Bimont, President – USW 9434

James Briggs, Staff Representative



City of Niagara Falls, New York

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

OFFICE OF THE MAYOR

Telephone: (716) 286-4310

September 12, 2017

The City Council
Niagara Falls, New York

RE: Approval of the sale of 1127 Cleveland Avenue to Andrew & Karen Spragge

Council Members:

The City has received a request to purchase the above referenced City owned property for the sum of \$6,500.00.

This property is on the agenda for the Planning Board's recommendations and approval at their meeting on September 13, 2017.

Will the Council approve the sale of these premises for this price in an "as-is" condition, subject to the Planning Board's recommendations and 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 and required to reside in the property for a minimum of five (5) years.

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

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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

September 11, 2017

The City Council
Niagara Falls, New York

RE: *Utilization of LaSalle Facility by Niagara Falls Christian Church*


Council Members:

The Niagara Falls Christian Church (the "Church") has lost its ability to occupy the place it has called home for quite some time. The City has been asked to accommodate the Church on a temporary basis by allowing the Church to utilize the library room in Building A at the LaSalle Facility on a temporary basis to conduct its Sunday morning services as well as a small room in close proximity as the need arises. The utilization of some closet space for storage purposes is also requested.

The Church has offered to help beautify the premises with the planting of flowers etc. Attached is a letter of request. The Church will also be required to pay the City the sum of \$100.00 to help defray administrative expenses and provide proof of insurance in accord with City requirements. The \$100.00 fee will be reviewed in January 2018 if this temporary use continues.

Will the Council so approve?

Respectfully submitted,


PAUL A. DYSTER
Mayor

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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

September 8, 2017

The City Council
Niagara Falls, New York

RE: *Shared Services Agreement with New York State Department of Transportation*
("NYSDOT")

Council Members:

The City has been contacted by the NYSDOT to request that the City renew its Shared Services Agreement with the NYSDOT which will enable the NYSDOT and the City to provide each other with equipment, materials, and manpower to benefit each other during times of need. During this past winter it was necessary for the City to request and receive such assistance from the NYSDOT. This is primarily focused on roads and highways. The term of this agreement would be a period of four (4) years but may be terminated by either party on 60 days prior written notice. Attached hereto is a draft of a proposed agreement. Similar agreements have been executed by and between the NYSDOT and various other communities in Western New York.

Will the Council so approve and authorize the Mayor to execute a Shared Services Agreement in form and substance satisfactory to the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

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SEP 18 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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9 cont.

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

THIS AGREEMENT, dated _____, 201_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.
5. The term of this Agreement shall be for two (2) ☐ or four (4) ☐ years from _____ to _____. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT - Region ____

By: _____ Date: _____

Resident Engineer - _____ County

MUNICIPALITY

By: _____ Date: _____

_____ Highway Superintendent

NYSDOT - Region ____

By: _____ Date: _____

Regional Director of Operations

9 cont.

SCHEDULE A

NYSDOT

Description of ☒ Services, ☒ Materials, ☒ Equipment (Check All that apply) to be shared:

TO BE DETERMINED

Estimated Cost/Value of ☒ Services, ☒ Materials, ☒ Equipment (Check All that apply):

TO BE DETERMINED

Total NYSDOT Cost/Value: Equal to that received from Municipality

Not to exceed \$10,000

MUNICIPALITY

Description of ☐ Services, ☐ Materials, ☐ Equipment (Check All that apply) to be shared:

Estimated Cost/Value of ☐ Services, ☐ Materials, ☐ Equipment (Check All that apply):

Total MUNICIPALITY Cost/Value: _____

10

City of Niagara Falls, New York

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



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

September 12, 2017

The City Council
Niagara Falls, New York

*RE: Recognition Non Disturbance and Attornment Agreement regarding
City Market Lease*

Council Members:

The City's tenant at the City Market, Muto Development, LLC, has made an agreement with a third party entity to sublease a portion of the City Market premises. Pursuant to the City Market lease, Muto and has the right to sublet this portion of the premises. The subtenant will be providing a Certificate of Insurance naming the City as an additional insured as required in the lease. The new subtenant will agree to abide by all terms and conditions contained in the City Market lease as they pertain to it. Attached hereto is a copy of the Recognition Non Disturbance and Attornment Agreement.

Will the Council so approve and authorize the Mayor to execute the attached agreement?

Respectfully submitted,

PAUL A. DYSTER
Mayor

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CITY CLERK'S OFFICE
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SEP 18 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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10 cont.

EXHIBIT F

RECOGNITION NON DISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION AND NON DISTURBANCE ATTORNMENT AGREEMENT (this "Agreement") made this _____ day of _____, _____, by and among _____, having an office at _____, (hereinafter called "Master Landlord"), CVS Albany, L.L.C, a New York limited liability company, having an office at One CVS Drive, Woonsocket, Rhode Island 02895, (hereinafter called "Subtenant") and Muto Development, L.L.C., a New York limited liability company and Alfonse Muto, individually, having an office at 305 Oak Street, Lewiston, NY 14092 (hereinafter called "Tenant").

WITNESSETH:

A. Master Landlord is the owner in fee of the parcel of land commonly known as 1806 Pine Avenue, City of Niagara Falls and County of Niagara, NY hereinafter referred to as the "Premises").

B. Master Landlord and Tenant entered into that certain Lease dated October 21, 1999 and amended as of April 5, 2011 for land which includes the Premises (the "Master Lease"), which Master Lease is recorded with Niagara County Deeds in Book 3271 Page 197.

C. Tenant proposes to sublease, or has subleased to Subtenant the Premises, together with improvements thereon pursuant to a certain sublease dated August 28, 2017 between Tenant and Subtenant (the "Sublease").

NOW, THEREFORE, in consideration of the premises and to induce Tenant and Subtenant to enter into the Sublease, the parties hereto mutually covenant and agree as follows:

1. Master Landlord warrants and represents that (a) Master Landlord is the owner in fee of the Premises and of Master Landlord's interest in the Master Lease; (b) Master Landlord has full right and lawful authority to execute and deliver this Agreement; (c) the Master Lease is in full force and effect and has not been amended, and no default exists thereunder either in payment of rent or in the performance of any other covenant of the Tenant thereunder and that all conditions precedent to the commencement of the term of the Master Lease have been satisfied; (d) the execution and delivery by Tenant of the Sublease will not constitute a violation of any term, covenant or condition of the Master Lease; (e) the Initial Term of the Master Lease expires not sooner than July 16, 2032 and there is one (1) option to extend said term for a period of forty-four (44) years.

2. The Sublease shall be subject and subordinate at all times to the Master Lease, and to all of the covenants and agreements of the Sublease and of this Agreement, and Subtenant shall not do, permit or suffer anything to be done in, or in connection with, Subtenant's use or occupancy of the Premises which would violate any of such covenants and agreements, except as otherwise expressly provided for herein.

10 cont.

3. Master Landlord agrees with Subtenant that in the event, for any reason whatsoever, the Master Lease terminates or is canceled during the term of the Sublease, including any extension thereof, whether as the result of a default by the Tenant thereunder, notice by Tenant of cancellation thereof or otherwise, provided that Subtenant cures all defaults under the Master Lease, then:

(a) The Sublease shall continue for the duration of its terms and any extensions thereof (subject, however, to the rights of the Tenant and Subtenant under the Sublease to terminate the Sublease as therein set forth) as a direct lease between Master Landlord and Subtenant with the same force and effect as if Master Landlord had originally entered into such Sublease as Tenant thereunder;

(b) Master Landlord shall do nothing to disturb or otherwise affect in any manner the quiet possession of the Subtenant under the Sublease, including without limitation that Subtenant shall not be named or joined in any action or proceeding by Master Landlord under the Master Lease to recover possession of the Premises or any part thereof or for any other relief from Tenant;

(c) Subtenant shall perform all the covenants and agreements of the Sublease on its part to be performed for the direct benefit of Master Landlord and Master Landlord shall perform all the covenants and agreements of the Sublease to be performed on the part of the Tenant thereunder for the direct benefit of the Subtenant;

(d) Master Landlord shall give Subtenant prompt notice in writing of such event (together with essential details and dates); and

(e) From and after receipt by Subtenant of such notice, the payment by Subtenant to Master Landlord of rentals and other payments then due or thereafter becoming due to Tenant under the Sublease shall constitute full performance of all obligations with respect to such payments actually made by Subtenant but, prior to the receipt of such notice, Subtenant shall have no obligation to make any payment to Master Landlord and shall be deemed to have fully performed in respect of any sums theretofore paid to Tenant in accordance with the provisions of the Sublease.

4. Master Landlord and Tenant covenant and agree that the Master Lease will not be modified or amended in any manner materially and adversely affecting Subtenant without the prior written consent of Subtenant.

5. Any notice or demand provided for in this Agreement shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid to a party at its address first hereinabove given or to such other address as any such party may designate by notice to the other parties. Any such notice shall be deemed given on the third business day following the day on which the same is deposited in a regularly maintained post office box or Post Office of the United States Postal Service.

6. All parties to this Agreement agree to execute such further instruments as may be reasonably requested by another party hereto in order to carry out this Agreement in accordance with the tenor and purpose hereof.

10 cont

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Recognition Non Disturbance and Attornment Agreement to be executed by their duly authorized officers or partners as of the Effective Date above written.

MASTER LANDLORD

City of Niagara Falls

BY: _____

ITS: _____

SUBTENANT

CVS Albany, L.L.C.

BY: _____

ITS: _____

CVS LEGAL APPROVAL: _____

TENANT

Muto Development, L.L.C.

BY: _____

ITS: _____

Alfonse Muto

Individually



City of Niagara Falls, New York

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

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2017 SEP 12 AM 10:44

DATE: 9/12/17
TO: The City Council
FROM: Lisa A. Vitello
SUBJECT: Second Hand Dealers

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. These applications have been approved by the Niagara Falls Police Department.

Niagara Coin & Collectables
509 Third St
Niagara Falls, NY 14301

Kash Pro Unlimited
1818 Pine Ave
Niagara Falls, NY 14301

Will the Council so approve?

Respectfully submitted,

Lisa A. Vitello
LAV/kp

SEP 18 2017

GRANDINETTI _____ SCOTT _____ TOMPKINS _____ TOUMA _____ WALKER _____



12

RESOLUTION No. 2017

**RELATIVE TO WAIVER OF PARKING FEES FOR THE NIAGARA FALLS
HOLIDAY COMMITTEE CHRISTMAS PROGRAM**

BY:

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

WHEREAS, the Holiday Committee is planning events for the month of December and request that parking fees for three Saturdays in December be waived for residents and their families; and

WHEREAS, Families will be attending many of these events and the committee feels it would be a holiday gesture of good will, a gift to our residents, to suspend parking fees for three Saturdays in December.

WHEREAS, this incentive is something that is done in many communities during the holiday season for community events.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York, that this City Council does hereby waive parking fees in the surface lots and metered parking for families attending community events on Saturday, December 2, 9, and 16, 2017 from 3pm - 11pm, respectively.

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SEP 18 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

13

RESOLUTION No. 2017

**RELATIVE TO THE 2018 PROPOSED BUDGET MEETING
SCHEDULE**

BY:

Council Chairman Charles Walker

BE IT RESOLVED that the City Council of Niagara Falls, New York, does hereby schedule Budget Meetings to commence at 5:00 PM in the City Council Chambers on:

October 4, 11, 18, 23 and 25, 2017; and

BE IT FURTHER RESOLVED that the City Council of Niagara Falls, New York, does hereby schedule Budget Amendment Meetings to commence at 5:00 PM in the City Council Chambers on:

November 6, 8, 15 and 20, 2017; and

BE IT FURTHER RESOLVED, that a public hearing be held on October 30, 2017 at 6 p.m. Daylight Saving Time in the Council Chambers of the City of Niagara Falls, New York pertaining to the adoption of the Proposed 2018 Executive Budget, at which time the Mayor, Administrator and Controller shall be present, at which time any person may be heard for or against the proposed budget; and

BE IT FURTHER RESOLVED, that a copy of this resolution calling for a hearing, together with the budget summary, be published in the Niagara Gazette at least one week prior to the date of said hearing; and

BE IT FURTHER RESOLVED, that copies of said proposed budget be made available for inspection in the office of the City Clerk.

SEP 18 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

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14
RESOLUTION No. 2017

**RELATIVE TO WAIVER OF PARKING FEES FOR THE CHILD ADVOCACY
CENTER OF NIAGARA'S SAFE HARBOUR PROJECT**

BY:

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

WHEREAS, the Child Advocacy Center of Niagara is hosting a training on *CHILD SEX TRAFFICKING – FROM SUSPICION TO DISCLOSURE* to be held on Tuesday, November 14, 2017 at the Conference & Event Center, Niagara Falls, NY from 8:30am – 4:00pm; and

WHEREAS, the program will be presented by the National Criminal Justice Training Center of Fox Valley Technical College.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York, that this City Council does hereby waive parking fees in the Third Street city parking lot and downtown parking ramp for persons attending the Child Advocacy Center of Niagara's training scheduled for Tuesday, November 14, 2017 from 8:30 a.m. – 4:00 p.m., respectively.

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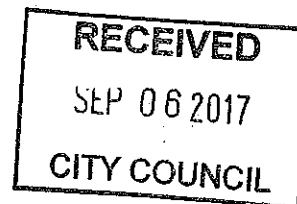
SEP 18 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

14 cont



THE
CHILD ADVOCACY CENTER
OF NIAGARA



August 30, 2017

Honorable Charles Walker
Chairman, City Council
City of Niagara Falls
PO Box 69
Niagara Falls, New York 14302-0069

Dear Chairman Walker:

I am writing to request waiver of parking fees for attendees of training on *Child Sex Trafficking – From Suspicion to Disclosure* to be held Tuesday, November 14, 2017 at The Conference and Event Center Niagara Falls from 8:30 a.m. – 4:00 p.m. The program is presented by the National Criminal Justice Training Center of Fox Valley Technical College. We are pleased to bring this expertise to our community. We anticipate attendance by 75 – 100 professionals in law enforcement, human services, child welfare, health care and other organizations serving children and families.

This training is sponsored by the Child Advocacy Center of Niagara's Safe Harbour Project to help protect children from trafficking and commercial exploitation. The project was established by the Child Advocacy Center in 2015 in partnership with the Niagara County Department of Social Services and through funding from the New York State Office of Children and Family Services. The training is being provided to attendees free of charge. Lunch, however, is not provided, so we anticipate that participants will be utilizing our local restaurants.

Thank you for your consideration of this request. If additional information is needed, please do not hesitate to contact me.

Very truly yours,

Ann Marie Tucker
Executive Director



NATIONAL
CHILDREN'S
ALLIANCE®

ACCREDITED
MEMBER

GOLISANO CENTER FOR HEALTH
533 TENTH STREET • NIAGARA FALLS, NEW YORK 14301
(716) 285-0045 • FAX: (716) 285-8991
www.cacofniagara.org



A SERVICE OF
NIAGARA FALLS
MEMORIAL
MEDICAL
CENTER

15

RESOLUTION No. 2017

RELATIVE TO

APPOINTMENT TO THE NIAGARA FALLS YOUTH BOARD

BY:

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

BE IT RESOLVED, that the following individual is hereby appointed to the City of Niagara Falls Youth Board, effective immediately, for the term expiring on the date which appears opposite her name:

<u>APPOINTMENT:</u>	<u>TERM EXPIRES:</u>
Lauren A. Falsetti	12/31/2017
2737 Independence Avenue	
Niagara Falls, NY 14305	
<i>(to fill the unexpired term of S.Starks)</i>	

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SEP 18 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

16

RESOLUTION No. 2017-

**RELATIVE TO OPPOSING ELIMINATION OF THE DEDUCTIBILITY
OF STATE AND LOCAL TAXES**

BY:

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

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WHEREAS, Congress is giving serious consideration to eliminating the federal income tax deduction for state and local taxes; and

WHEREAS, this deduction, which has been in place for more than 100 years, is heavily utilized by residents of the City of Niagara Falls and the State of New York; and

WHEREAS, New York residents already pay more into the federal treasury than the federal government returns to the State of New York; and

WHEREAS, the State and Local tax deduction is a fundamental principle of federalism and without it our residents would be faced with double taxation as they would be forced to pay federal income taxes on the taxes they pay to state and local governments; and

WHEREAS, this federal cost shift onto local governments would place extreme pressure on municipal budgets, including diminished revenue for essential local government investments, including public safety and public infrastructure; and

SEP 18 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

16 cont

WHEREAS, increased federal taxation and reduced municipal services will harm our local housing market, decrease home values and erode our local tax base.

NOW, THEREFORE, BE IT RESOLVED THAT this City Council of the City of Niagara Falls, New York expresses its strong opposition to any tax reform proposal that would eliminate the State and Local Tax (SALT) Deduction and urges Representatives Brian Higgins and Chris Collins to join us in publicly opposing any such proposal; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Representatives Higgins and Collins; and

BE IT FURTHER RESOLVED that a copy of this Resolution also be forwarded to the Niagara County Legislature.

RESOLUTION No. 2017-

**RELATIVE TO AMENDING CHAPTER 171 OF THE CODIFIED ORDINANCES
ENTITLED "BENEFITS OF EMPLOYEES NOT COVERED BY COLLECTIVE
BARGAINING AGREEMENTS"**

BY:

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

BE IT RESOLVED by the City Council of the City of Niagara Falls, New York
that Chapter 171 of the Codified Ordinances entitled Benefits of Employees Not Covered
by Collective Bargaining Agreements is hereby amended to read as follows on the next
page:

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2017 SEP 13 AM 10:58

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Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

17 cont

CHAPTER 171

BENEFITS OF EMPLOYEES NOT COVERED BY COLLECTIVE BARGAINING AGREEMENTS

171.01	Definitions.	171.11	Compensatory Time.
171.02	Vacations.	171.12	Severance Pay.
171.03	Holidays.	171.13	Recruitment Incentives.
171.04	Sick Leave.	171.14	Workers' Compensation.
171.05	Health Insurance.	171.15	Longevity.
171.06	Life Insurance.	171.16	<u>Wages</u>
171.07	Personal Leave.	171.1{6}	<u>7</u> Elected Officials Not Affected.
171.08	Bereavement Leave.	171.1{7}	<u>8</u> Administration of Policies -
171.09	Separation from Service.		Responsibility.
171.10	Overtime.		

171.01 DEFINITIONS.

a. The term "City employee", as used in this Chapter, shall include all full-time employees of the City of Niagara Falls not covered by Collective Bargaining Agreements, excepting seasonal employees, and members of City boards and commissions. For the purpose of retirement system membership, health and dental insurance, life insurance and Worker's Compensation benefits only, elected officials shall be considered city employees as defined above. For the purpose of health, dental and life insurance benefits only, Municipal Civil Service Commissioners first appointed after January 1, 2016 shall not be considered City employees as defined above. (Amended 10/01/10; 01/26/16)

b. The term "work week" as used in this Chapter, when pertaining to those employees having various schedules of shift work, shall mean the average hours per week of employment, typically thirty five (35) hours.

c. The term "work week", when pertaining to those employees having regular daily hours of employment, shall mean a period of five (5) working days.

d. The term "years of service" shall mean only the number of years of employment with the City of Niagara Falls government.

e. The term "weeks of service" shall mean only the number of weeks of employment with the City of Niagara Falls government.

171.02 VACATION.

a. General: City employees shall be entitled to vacations with pay in accordance with the provisions of this ordinance. Such vacations shall be taken when approved by the department head, or the City Administrator, with consideration given to workload and adequate coverage of department needs.

17 cont

b. **Vacation Entitlement:** For City employees - the entitlement to vacation with pay will be as follows:

1. During the first calendar year of service: no vacation with pay.
2. After the first calendar year of service: 5/6th of one working day for each month of service in the previous calendar year.
3. After the second calendar year of service: two (2) work weeks based on the previous years' service.
4. After five (5) years or completion of two hundred sixty (260) weeks of service: Three (3) weeks based on previous years' service.
5. After ten (10) years, or completion of five hundred twenty (520) weeks of service: Four (4) weeks based on previous years' service.
6. After fifteen (15) years of service or completion of seven hundred eighty (780) weeks of service: Five (5) weeks based on previous years' service.
7. After twenty-five (25) years of service or completion of thirteen hundred (1300) weeks of service: Six (6) weeks based on previous years' service.

c. **Vacation Carryover:** City employees who do not use vacation time during the calendar year earned may automatically carry that time over to the next calendar year up to a maximum of 16 weeks (80 Vacation days) with no exceptions.

d. **Vacation Cash Conversion**

1. City employees may convert accrued vacation leave into a cash payment at each individual employee's per diem rate in effect at the time of conversion. City employees may convert in weekly increments once a year. During each conversion period, the minimum amount of time that may be converted is one (1) week or five (5) work days and the maximum amount of time shall be two (2) weeks or ten (10) work days. Employees who request vacation cash conversion must do so during the month of August of the preceding year. Vacation Cash Conversion will be payable during the month of July.

2. Employees may convert their full complement of unused vacation to cash at the time of retirement. The rate of conversion shall be the per diem rate in effect at the time of retirement.

171.03 **HOLIDAYS.**

a. City employees shall be entitled to twelve (12) paid holidays as follows:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
July 4th
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Employee's Birthday

b. The birthday shall be taken as a day off with pay scheduled at a time convenient to the employee and the department head within two weeks before or after the birthday.

171.04 SICK LEAVE.

a. **General Provision:** All City employees shall be entitled to sick leave for the purpose of pay while absent from work because of illness or injury or short term disability rendering them unable to work.

b. **Accrual:** Entitlement to sick leave is as follows: One sick leave credit per month of employment shall be granted *{with the right to accumulate up to one hundred eighty (180) days maximum}* for use as sick leave. Whenever an employee is absent because of an illness or injury, the number of days of absence with pay shall be charged against the sick leave credit earned.

c. **Verification:** A City employee who is entitled to sick leave in accordance with the above provision shall be paid while absent from work due to *PERSONAL ILLNESS ONLY*. Whenever an employee is absent because of personal illness for five consecutive working days, the City shall have the right to have any employee examined, at City expense, by a physician of its choice. Additionally, a physician's certificate may be required within five working days of the employee's return to work in order for the absence to be charged against sick leave credit.

d. **Payment of Sick Leave upon Separation from Service**

1. Employees of the City of Niagara Falls entitled to sick leave pursuant to Section 171.04 (a) of this Ordinance and who have been in the employ of the City for three (3) or more years immediately prior to death or separation from service shall be, upon separation from service, entitled to compensation *{according to the following scale:}* **at a rate of 50% for each day accrued.**

1 - 99 days	20%
100 - 199 days	40%
200 & over	60%

2. For the purpose of this section, the one (1) day sick leave credit per month of employment may be accumulated without limit.

3. Whenever such employee is absent because of personal illness, the number of days of absence with pay shall be charged against his sick leave credit accumulated for purpose of pay while absent from work, and also against his sick leave credit accumulated for purposes of death or separation from service benefits.

4. Employees who are discharged, dismissed, fired or separated from the employ of the City because of misconduct, fault or delinquency on their part shall not be entitled to the benefits of this section.

171.05 HEALTH INSURANCE.

a. The City shall provide group health and dental insurance as provided for under {the City's "Health Care Memorandum of Understanding", agreed to by the City's Health Care Committee and adopted by the City Council January 17, 2006. The Blue Cross/Blue Shield PPO is the current health insurance plan under the MOU and} **the Blue Cross/Blue Shield plan Class OTO1, Traditional Blue PPO 898 or Alternate Co-pay Plan.** Delta Dental Premier is the current dental plan.

17 cont

b. Medical Opt-out Payment: For active employees defined under this Chapter appointed prior to September 1, 2017, health insurance opt-out payments shall be capped at \$5,000 single/\$10,000 family; employees that are qualified to receive health and dental insurance pursuant to Chapter 171.09 are eligible to continue opt-out payments post-separation until the separated employee reaches age 65 or the separated employee begins receiving Medicare benefits (when the City health insurance becomes supplemental to Medicare), whichever comes first, at which time opt-out payments shall terminate.

c. Employees as defined under this Chapter appointed after September 1, 2017 will contribute 15% toward the premium of the Traditional Blue PPO 898 or 10% toward the Alternate Co-pay Plan. Said employees will have a Managed Pharmaceutical Plan. The Medical Opt-Out Payment for employees appointed after this date will be calculated at the amount equal to the employee's contribution toward their health insurance premium amount, with a cap of \$1,500.00 (single), \$3,500.00 (family).

{c} d. Employees on sick leave of absence without pay are entitled to one (1) month coverage of the health and dental insurance provided pursuant to subsection "a" above that the employee was receiving on his or her last day of work for each year of service up to a maximum of twelve (12) months.

{d} e. Health and dental insurance coverage, as provided for in section 171.05(a), above, shall be paid by the City for elected City officials. This coverage shall be continued for elected City officials separated from service whose years of service plus age equals 70 at the time of their separation from service. For purposes of this subdivision, years of service shall include time earned as an elected official for the City of Niagara Falls. City officials first elected after January 1, 2008 will not be entitled to health insurance or the opt-out payment following separation from service.

171.06 LIFE INSURANCE.

a. City employees while in the employ of the City shall be entitled to life insurance, the face amount equal one and one-half times the employee's annual salary. The maximum coverage for any employee shall be determined by the current contract between the City and the Insuring Company.

171.07 PERSONAL LEAVE.

a. City employees are granted four (4) days personal leave at the beginning of each year.

b. Such days may be taken with advance notification to the department head.

c. Such days may be accumulated to a maximum personal leave balance of six (6) days.

d. Personal Leave days shall be pro-rated for employees commencing service following the start of the calendar year and for employees separating from service prior to the end of the calendar year.

e. Unused personal days may be carried over and converted to sick leave days. An employee choosing to convert personal leave time must notify both the Department of Human Resources and their department head, in writing, prior to December 1st of the previous year.

171.08 BEREAVEMENT LEAVE.

a. In case of death of a husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, sister-in-law or brother-in-law, a City employee as described in this Chapter shall be granted an excused paid absence to a maximum of four (4) working days.

b. In case of the death of relatives of a City employee or the spouse of a City employee not listed in 171.08(a), the City employee as defined in this Chapter shall be granted an excused paid absence of one day **{to attend the funeral or formal memorial service}**.

c. These days shall be paid at the employee's regular rate but such hours and pay shall not be considered as hours worked in computing overtime.

171.09 SEPARATION FROM SERVICE.

a. Upon employment, employees are entered into plan 375-I of the New York State Employees' Retirement System. This improved "20 Year Career" plan includes a minimum retirement age of 55 and 1/50th of highest consecutive 3 year average salary for each year of service after 20 years, or 1/60th for each year under 20 years. Employees of Police and Fire Departments may have other options pursuant to New York State law.

b. Elected City officials who choose to not participate in the City's program under the New York State retirement system may instead elect to receive payments in lieu of City contributions to the retirement system in the amount of 7% of the yearly salary earned as taxable compensation up the maximum IRS allowance. Elected officials receiving payments pursuant to this section who later elect to purchase service credit from the retirement system for this time are required to reimburse the City for any amount received during the period in question. City officials elected after January 1, 2008 will not be entitled to the benefits pursuant to this section.

c. Upon separation, the City will continue to pay for the health and dental insurance provided in section 171.05 (a) that the employee was receiving on the date of separation where the employee's years of service plus age equals seventy (70); however, employees commencing employment with the City after October 2, 2007 must also have a minimum of ten (10) years of employment with the City in order to be eligible for continuing health and dental insurance benefits upon separation. (Amended 02/09/16)

d. The City will continue to pay for health and dental insurance provided pursuant to section 171.05 (a) that the employee was receiving on the date of retirement, in the amount of one month's coverage for each year of service, for employees retiring under the New York State Disability Retirement Plan.

e. Except for the ten year requirement contained in subsection "c" above, for purposes of this retirement benefit, "years of service" shall also include any additional time earned in or recognized by the New York State Retirement System or participating employer.

171.10 OVERTIME.

For employees that are eligible for overtime {according} pursuant to either the Fair Labor Standards Act or the express, written permission of the City Administrator, it shall be managed as follows: {a. **Thirty-five (35) Hour Work Schedule: F**} for work performed in excess of seven (7) hours per day, but not more than eight (8) hours per day, and in excess of

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thirty-five (35) hours per week, but not more than forty (40) hours per week, either compensatory time, or pay, shall be given at the employee's option on straight- time basis. For work performed in excess of eight (8) hours per day and in excess of forty (40) hours per week, premium pay or compensatory time off given at the rate of one and one-half time the regular rate.

{b. Forty (40) Hour Work Schedule: For work performed in excess of eight (8) hours per day and in excess of forty (40) hours per week, premium pay or compensatory time shall be given at the rate of one and one-half time the regular hourly rate. }

171.11 COMPENSATORY TIME.

For employees entitled to compensatory time according to the Fair Labor Standards Act, it shall be managed as follows:

a. For hours worked beyond the employees work day or work week the employee may be compensated with an equal amount of time off referred to as compensatory time.

b. Such time off must be taken within the calendar year it is earned, or it shall be forfeited.

c. A maximum of 70 hours of compensatory time may be carried over from one calendar year to the next. A determination of excess compensatory time will be made as of the end of the first pay period which extends into the next calendar year. The employee must take off all excess compensatory time during the first 90 days of the next calendar year or forfeit the excess hours.

171.12 SEVERANCE PAY.

a. A City employee, as defined in Section 171.01(a) shall be paid severance pay upon involuntary termination of City employment, except death or for cause, an allowance based upon continuous years of service as follows:

Years of Service	Weeks of Pay
1 - not more than 2	2
over 2 - not more than 5	5
over 5 - not more than 10	8
over 10 - not more than 15	12
over 15 - not more than 20	20
over 20 - not more than 25	25
over 25 -	52

b. Notwithstanding the above schedule of allowances, the minimum severance pay allowance and payment for the City Administrator in case of involuntary termination, excepting death, shall be two months. A City Administrator appointed after August 1, 2008 will not be eligible for this benefit and shall receive severance pay according to the schedule contained in subsection "a" above.

c. If an employee receives City severance pay and subsequently is rehired, computation of "years of service" as used above, will begin with the date of rehire. If an employee receives severance pay and subsequently is rehired within one year of the date of

termination of that employee, for each month less than such one year period, the employee shall return 1/12 of the amount of severance pay made to the employee.

d. Payment of City severance pay will only be made when the terminated employee demonstrates that a claim for New York State Unemployment Insurance has been denied on the basis that the services of said employee fall within the exclusion set forth within subdivision (2)(e) of Section 565 of the New York State Labor Law. Employees with over ten (10) years of actual, continuous service with the City, specifically excluding any benefit conferred pursuant to Section 171.13 (b) below, are exempted from the requirements of this subsection. (Amended 02/09/16)

171.13 RECRUITMENT INCENTIVES.

City employees not covered by collective bargaining agreements and as defined in Section 171.01 may be granted additional fringe benefits or rights as may be necessary for successful recruitment, as follows:

a. A person hired as City Administrator will receive an additional four (4) weeks' vacation and twenty (20) days of sick leave during his/her first year of employment.

b. A person hired as a department head or director may, at the discretion of the City Administrator or a person hired as City Administrator may, at the discretion of the Mayor, be granted fringe benefits and rights which take into account the person's previous professional experience, the years of experience as specified in the applicable job description and as necessary to recruit desired candidates for the position; however, such credit for fringe benefits and rights shall not exceed a level consistent with a 10 year employee as prescribed under this chapter. After initial appointment, all rights and benefit levels will be deemed cumulative as they relate to any subsequent yearly accruals and benefits as defined in sections 171.02, 171.05 (b) and 171.12 above. Notwithstanding the above, the initial granting of sick leave by the City Administrator shall not exceed ten (10) days. (Amended 02/09/16)

The City Administrator or Mayor shall provide notice to the Human Resources department in writing of such determination.

c. All other such employees may, at the discretion of the City Administrator, be granted up to two (2) weeks vacation and/or ten (10) days sick leave, during his/her first year of employment. Subsequent yearly accruals will be administered according to sections 171.02 and 171.04. The City Administrator shall provide notice to the Human Resources department in writing of such determination. (Amended 02/09/16)

171.14 WORKERS' COMPENSATION POLICY.

An employee losing time from work for injuries incurred during the course of employment shall be entitled to Workers' Compensation benefit as follows:

a. Upon injury, employee will be offered examination by Occupational Health and may receive treatment at employee's option. If employee exercises right to refusal, City may later have employee examined by City's physician. Disputes will be handled through Compensation Board Referee.

b. An employee who is off work seven (7) calendar days or less due to a work-related injury/illness, and has filed for Worker's Compensation, reported to Occupational Health and returns to work on or before the seventh (7th) day, may utilize up to five (5) sick days.

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Their sick time will be paid retroactive.

c. {If, however, the employee remains off work eight (8) calendar days or more and is approved by Worker's Compensation, they will receive Worker's Compensation Statutory pay for the first two (2) weeks. The City will maintain health, dental and life insurance, sick leave, vacation and personal leave accruals for a period of one hundred eighty (180) days from the first date of lost time.} Should the employee remain off work eight (8) calendar days or more but fewer than fifteen (15) calendar days and is approved by Worker's Compensation, they will receive Worker's Compensation Statutory pay for missed work days from day eight (8) through day fourteen (14). The employee may utilize up to five (5) sick days during the first seven (7) calendar days. Their sick time will be paid retroactive.

d. If, however, the employee remains off work fifteen (15) calendar days or more and is approved by Worker's Compensation, they will receive Worker's Compensation Statutory pay dating back to the date of disability. The City will maintain health, dental and life insurance, sick leave, vacation and personal leave accruals for a period of one hundred eighty (180) days from the first date of lost time.

{d.} e. Beginning the third (3rd) week, the City will subsidize the statutory pay to the employees' full payroll for a period not to exceed eight (8) weeks.

{e.} f. Should the injury continue, the employee shall receive straight compensation allotment as per statutory rate for the next 18 week period provided the compensation leave shall not constitute a gap in seniority for the purposes of benefits, such as accrual of vacation, vacation eligibility, or placement on a longevity scale, and for purposes of layoff.

{f.} g. This policy shall be administered by the City in the following manner:

1. A separate payroll list shall be established consisting of employees receiving Workers' Compensation.

2. Employee shall receive direct payment from compensation carrier.

3. The City shall supplement such payment to full salary during the eight (8) week period.

4. The 26 week clock shall be monitored by this payroll record.

Reoccurring injuries shall continue the clock to the maximum of 26 weeks.

{g.} h. The employee will not be able to deplete any accumulated time while on compensation leave with the exception of vacation cash conversion. Such accumulated time will become available for use upon return to job.

{h.} i. Employees on compensation may be examined by a doctor selected by the City for transitional duty. Upon certification of same, employee may be called back to work subject to the limitations as prescribed by the physician.

{i.} j. Determination under the Worker's Compensation Laws of New York State as to whether or not disability is service-connected and as to the extent of such disability shall be conclusive.

{j.} k. Disability as a result of compensable injury sustained from accident occurring prior to the effective date of this section shall receive benefits in accordance with regulations and laws in effect at the time of injury.

171.15 **LONGEVITY.**

Longevity shall be paid according to the following scale. Longevity for exempt employees is based upon continuous City service in a Union or Exempt position. Part-time employees are not entitled to longevity; however, part-time service in a Union or Exempt position followed immediately by full-time service in an exempt position is included. Longevity payments are not cumulative. Payment will be made through bi-weekly payroll and shall be administered by the Human Resources department.

Completion of:

10 yrs. -	#{750} <u>1,750.00</u> yr.
15 yrs. -	#{1125} <u>2,125.00</u> yr.
20 yrs. -	#{1500} <u>2,500.00</u> yr.
25 yrs. -	#{1875} <u>2,875.00</u> yr.
30 yrs. -	#{2250} <u>3,250.00</u> yr.

171.16 **WAGES**

For all employees as defined by Chapter 171.01(a) above, wages shall be increased by two percent (2%), effective September 1, 2017. Effective January 1, 2018, wages shall be increased by two percent (2%). Effective January 1, 2019, wages shall be increased by two percent (2%). Effective January 1, 2020, wages shall be increased by two percent (2%). Effective January 1, 2021, wages shall be increased by two percent (2%). Effective January 1, 2022, wages shall be increased by two percent (2%). Effective January 1, 2023, wages shall be increased by two percent (2%). Effective January 1, 2024, wages shall be increased by two percent (2%). Effective January 1, 2025, wages shall be increased by two percent (2%).

171.1{6} **7 ELECTED OFFICIALS NOT AFFECTED.**

Nothing contained in this Chapter shall affect, in any way, the salary, wages or benefits (except as provided herein) provided to elected officials of the City whether provided pursuant to custom, statute, ordinance, charter, rule, regulation or other provision of law.

171.1{7} **8 ADMINISTRATION OF POLICIES - RESPONSIBILITY.**

Administration of the policies provided for within this ordinance shall be the responsibility of department heads and recorded on Payroll reports of every absence because of vacation, illness, personal leave, bereavement leave of any and all employees of the department.

DELETIONS ARE BRACKETED ({ }) AND **BOLD**
ADDITIONS ARE UNDERLINED AND **BOLD**