

## Presentations

Tuesday – December 27, 2016 Council Meeting

### **PRESENTATIONS:**

1. World Weather Center - Mr. Sergio Fornasiero, Vice President

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### **ADMINISTRATIVE UPDATE:**

None

# Agenda Item #1

RE:		Informational Item: City Clerk's Report							
DATE:		December 1, 2016							
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 November, 2016.									
							<b>CONTROLLER</b>	<b>TOTAL</b>	
A1255-001 A012		Vital Statistics					\$ 4,032.00	\$ 4,032.00	
A1255-004 A013		Copies of Records					\$ 543.50	\$ 543.50	
A1255-004 A013		Certificates of Marriage					\$ 360.00	\$ 360.00	
A2501-014 A046		Electrician - Active					\$ 1,100.00	\$ 1,100.00	
A2501-014 A046		Electrician - Inactive					\$ 240.00	\$ 240.00	
A2501-016 A047		Stationary Engineers					\$ 1,980.00	\$ 1,980.00	
A2501-016 A047		Stationary Engineers Test Fee					\$ 120.00	\$ 120.00	
A2501-021 A048		Amusement Games					\$ 200.00	\$ 200.00	
A2542-000 A053		Dogs/NYS Agr. & Mkts	\$ 237.00				\$ -	\$ 237.00	
A2542-000 A053		Additional Dogs					\$ 2,426.50	\$ 2,426.50	
A2545-001 A054		Marriage License/NYSHD	\$ 810.00				\$ 270.00	\$ 1,080.00	
A1255-002 A123		Commissioners of Deeds					\$ 15.00	\$ 15.00	
A2545-010 A128		Petroleum - Storage					\$ 120.00	\$ 120.00	
A2545-010 A128		Petroleum - Wholesale					\$ 100.00	\$ 100.00	
A2501-599 A130		Pawn Broker					\$ 150.00	\$ 150.00	
A2545-021 A316		Vending					\$ 200.00	\$ 200.00	
A2545-023 A318		Hunters/NYS DEC RAU	\$ 947.70				\$ -	\$ 947.70	
A2545-023 A318		Hunters Fees					\$ 55.30	\$ 55.30	
A1255-003 A499		Notary Fee					\$ 4.00	\$ 4.00	
A1255-005 A528		Dog Release					\$ 150.00	\$ 150.00	
TA63008 A597		Marriage Performance					\$ 550.00	\$ 550.00	
A1255-006-A696		Photos/passport-license					\$ 9.00	\$ 9.00	
<b>TOTAL:</b>					<b>\$ 1,994.70</b>		<b>\$ 12,625.30</b>	<b>\$ 14,620.00</b>	
Check #	22276	NYS Dept.of Arg. & Mkts			\$ 237.00				
Check #	22251	NYS Health Department			\$ 810.00				
Check #	ET	NYS DEC RAU			\$ 947.70				

Agenda Item #2

**SUBJECT:     Art Alley Pedestrian Walkway Enhancements (425 3<sup>rd</sup> Street)**  
**CHANGE ORDER #1**

A contract for the above referenced project was awarded to Mark Cerrone Inc., 2368 Maryland Avenue, Niagara Falls, NY on June 26, 2016 in an amount of \$85,525.00.

The items listed in this change request are revisions to the original 'scope of work' for unanticipated but necessary site work required to complete the project.

Funding for this Change Order is available through the Community Development Department. Therefore, it is the recommendation of the undersigned that Change Order #1 in the amount of **\$7,183.41** be approved, bringing the new contract total to \$92,708.41.

Will the Council vote to so approve?

## Agenda Item #2

**RE: City Council Agenda Item:**

### **Asbestos Contracts Awards to Stohl Environmental, LLC**

#### **Council Members:**

Environmental Educations Association, Inc. d/b/a Upper New York State Environmental (UNYSE) has two contracts with the City. The asbestos services contract expires December 31, 2016 and the environmental services contract expires July 1, 2017. The asbestos services contract is currently used for City emergency demolitions. There are no regular demolition contracts outstanding. The environmental services contract is used for ongoing services for the Community Development rehab programs.

On November 14, 2016, the New York State Department of Labor issued an administrative order suspending for one year the asbestos handling license of UNYSE. Based on the suspension, the City should cease all use of Environmental Education Association, Inc. (UNYSE).

The contracts require UNYSE to provide services at the agreed upon price when requested by the City. The contracts are not exclusive. The City can use other contractors to perform the services. Each contract provides that the City can terminate the contract on notice of 15 days. Termination of the contracts in not a legal necessity.

Stohl Environmental, LLC is the only other active environmental services contractor the City has used to provide these services in the past 5 or so years. Stohl is licensed and insured, and familiar with the work required by the City. Stohl has agreed to provide these services for the prices in the attached list.

This is a professional services contract. There is no requirement of sealed, competitive bidding. It is recommended that the contract for asbestos services and environmental services be awarded to Stohl Environmental, LLC through February, 2017 for a maximum of \$25,000.00 for each contract. We do not expect to reach the maximum. We will prepare an RFP for each of the 2 contracts and have new contracts ready by March 1, 2017.

Will the Council vote to approve the proposal presented herein and to authorize the Mayor to execute any documents necessary to effectuate the same?



4169 Allendale Parkway  
Buffalo, New York 14219  
(P) 716-312-0070 (F) 716-312-8092  
www.stohlenvironmental.com

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A MEMBER OF THE STOHL GROUP OF COMPANIES

December 14, 2016

Mr. Richard Zucco  
Asst. Corporation Counsel  
Dept. of Community Development  
NFC/NFURA General Counsel  
1022 Main Street  
P.O. Box 69  
Niagara Falls, NY 14302

**Re: Proposal – Asbestos Services Contract**

- **Pre-Renovation/ Demolition Asbestos Inspection**
- **Project and Air Monitoring During Asbestos Abatement**

Dear Mr. Zucco:

Thank you for allowing Stohl Environmental LLC to submit this proposal for hazardous materials related services at 1088 Delaware Avenue in Buffalo, New York. This proposal is based upon Stohl Environmental's discussions with the client, a review of a client supplied drawing, and Stohl Environmental's experience with similar projects.

- **Experience:** Stohl Environmental LLC has successfully completed thousands of similar projects over the past 28 years, including projects for:
  - the former Deaconess Hospital in Buffalo, NY (Pre-Demolition Hazardous Materials Inspection)
  - the former Millard Fillmore Gates Hospital in Buffalo, NY (Pre-Demolition Hazardous Materials Inspection)
  - Western New York's largest architectural and engineering firms
  - New York Power Authority including the asbestos inspection of the entire Niagara Power Plant in Lewiston, NY and the St. Lawrence FDR Power Project in Massena, NY
  - the Buffalo Airport Center (Pre-Demolition Asbestos Inspection of the Former Westinghouse Plant)
  - the AMPAC In-Space Propulsion Buildings in Niagara Falls, NY
  - the former Bethlehem Steel Plant in Lackawanna, NY
  - the City of Niagara Falls (over 500 Pre-Demolition Asbestos Inspection)
- **Capacity:** Stohl Environmental LLC has the largest staff of environmental professionals engaged in asbestos inspections and project monitoring in WNY.
- **Documented Protocols and Quality Control:** A check of our references will reveal that Stohl Environmental inspection and monitoring projects are carefully managed and are targeted to bring our projects in on-time and on-budget.
- **Insurance:** Stohl Environmental carries \$6 million in professional and general liability coverage and will name the client as additional insured.



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**Inspection will include:**

- Inspection of the areas and materials of renovation or demolition at the structure,
- Formulate an inventory list of suspect materials, locations and estimated quantities,
- Conduct material sampling of suspect materials as needed of materials not previously tested,
- Independent laboratory analysis of suspect asbestos material by an accredited laboratory,
- Review of sample results, and
- Produce asbestos inspection report in industry standard format to include at minimum the laboratory sample reports, chain of custody documents, executive summary and a listing of sample locations.

**Proposed Fees Associated with Pre-Renovation/ Demolition Inspection:**

DESCRIPTION	UNIT PRICE
<b>Asbestos Inspection and Preparation of Report</b>	\$39 / hour NOTE 1
Polarized Light Microscopy (PLM) Analysis- for friable materials such as plasters, pipe insulation, white-backed linoleums, etc.	\$12 / sample NOTE 1
Polarized Light Microscopy (PLM) Analysis- for Non-friable materials such as floor tiles, ceiling tiles, linoleums, mastics, caulking, etc.	\$18 / sample NOTE 1
Transmission Electron Microscopy (TEM) Analysis- for Non-friable materials such as floor tiles, ceiling tiles, linoleums, mastics, caulking,	\$45 / sample NOTE 1

**Note** - Exact sample quantity will be dependent on the total number of different homogenous types of building materials present in the structure that are suspect for asbestos. In most cases, three samples of each homogeneous suspect asbestos containing material are the required sample quantity. If it is above the proposed amount, samples will be held without analysis until approved by the client.



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**Project and Air Monitoring** services during asbestos abatement in accordance with NYS Industrial Code Rule 56:

- NYS certified and licensed Project Monitor/Air Sampling Technician
- All equipment, pumps, calibrators, cassettes and supplies
- Daily Air Monitoring services
- Analysis of samples by an independent licensed certified laboratory on a 24 hour turn-around or less upon request
- Recorded chain of custody and analysis reports
- Inspection of contractor's performance and ensure compliance with applicable regulations
- Attend job meetings upon request
- Daily log of all activities
- Project summary report

**Proposed Fees:**

Description	Unit Rate
<b>Project &amp; Air Monitoring Labor</b> – NYS Certified Project & Air Monitor, including provisions for background, environmental, and final clearance air sampling	\$34 / Hour
<b>Project Management</b> (approximately ½ hour per day)	\$55 / hour
<b>Asbestos Air Sample Analysis:</b> All lab analysis is conducted by an independent third party laboratory	
Phase Contrast Microscopy (PCM) Analysis (24 hour turnaround time)	\$8 / Sample
Project Monitoring Report	\$150

**NOTE 1:** The number of Project Monitoring days on site is directly dependent upon the project construction schedule, phasing schedule, abatement contractor's schedule, and the contractor's ability to achieve clearance of work areas. The client should be assured that Stohl Environmental's approach is highly disciplined and managed to assure that total project cost to the client is kept to the minimum possible. In the event that the abatement contractor's actual schedule exceeds the above estimated schedule, the unit rates listed in the table above will apply.

**Summary and Acceptance:**

If you have any questions on this proposal, or suggestions on how Stohl Environmental LLC can better serve you, please do not hesitate to call. Alternatively, if the proposal is acceptable, please indicate acceptance below, and return a copy to our office. Thank you for the opportunity to be of service.

Sincerely,  
Stohl Environmental, LLC.

Proposed by:

Derek Banach

12/14/16  
Date

Accepted by:

On behalf of the City of Niagara Falls

Date



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Asst. Corporation Counsel  
Dept. of Community Development  
NFC/NFURA General Counsel  
1022 Main Street  
P.O. Box 69  
Niagara Falls, NY 14302

**Re: Proposal – Environmental Services Contract**

- **Limited Asbestos Inspections and Sampling**
- **Client Defined Lead Inspections**
- **Lead Risk Assessments**
- **Lead Clearance Services**

Dear Mr. Zucco:

Thank you for allowing Stohl Environmental, LLC to submit this proposal for asbestos and lead hazard testing for various rehabilitation projects as directed by the Niagara Falls Department of Community Development. We are grateful for the opportunity to have served the City of Niagara Falls in the past and it is our sincere hope that you have found our services to be professional, precise, and responsive.

#### **Scope of Services**

We understand the scope of work for this contract is focused on housing rehabilitation projects where the scope of work is limited and client defined. Asbestos and lead inspections shall be performed based on the path of construction and the areas provided to Stohl Environmental. For example a window replacement project would include inspection and sampling of the window components and adjacent materials that may be impacted by the window removal. Risk Assessments and clearances will be performed following HUD/EPA Guidelines, and OSHA.

Stohl Environmental LLC is well qualified to perform the scope of work associated with this project, including the following credentials:

- **Experience:** Stohl Environmental LLC has successfully completed thousands of similar projects over the past 27 years, including projects for:
  - Western New York's largest architectural and engineering firms,
  - New York Power Authority including the asbestos inspection of the entire Niagara Power Plant in Lewiston, NY and the St. Lawrence FDR Power Project in Massena, NY,
  - Erie County Department of Environmental Planning
  - City of Jamestown (Asbestos and Lead Services),
  - the former Bethlehem Steel Plant in Lackawanna, NY, and
  - the City of Niagara Falls (over 500 Pre-Demolition Asbestos Inspections).
- **Capacity:** Stohl Environmental LLC has the largest staff of environmental professionals engaged in asbestos and lead-based paint inspections, design, and monitoring in WNY.
- **Documented Protocols and Quality Control:** A check of our references will reveal that Stohl Environmental projects are carefully managed and are targeted to bring our projects in on-time and on-budget.

Asbestos Consulting Services

Environmental Assessments

Lead Services



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- **Insurance.** Stohl Environmental carries \$6,000,000 of professional/general liability/pollution coverage underwritten by a NYS admitted insurance carrier, and will name the City of Niagara Falls as additionally insured.

### Introduction

Stohl Environmental LLC was founded in 1988 and originally focused on assisting Public School Districts with the challenges of the AHERA regulations. **After more than 28 years of service to our clients, we have evolved into an integrated Group of Environmental Service Companies, with a team of multi-disciplined professionals. Our mission is to work closely with facilities management and other professional to identify cost-effective solutions to our clients' environmental needs.**

### Expertise

Stohl Environmental, LLC is Western NY's largest and most-successful environmental consulting firm in our areas of expertise. Our knowledge and experience of environmental regulations includes:

- ✓ Asbestos Abatement
- ✓ Asbestos Project and Air Monitoring
- ✓ Asbestos Inspections and Abatement/Remediation Design
- ✓ Lead-based Paint Inspections and Remediation
- ✓ Lead-based Paint Risk Assessments and Clearances
- ✓ Mold/Microbial Contamination Investigations, Remediation Planning and Post Remediation Validation
- ✓ Due Diligence Services including - ASTM Phase I & Phase II
- ✓ Underground, Above Ground Storage Tanks and Soil Contamination
- ✓ Investigations, Removal Specifications and Project Monitoring
- ✓ Hazardous Materials Inspections
- ✓ Property Condition Assessments

**Asbestos Inspections:** Particular attention is paid to definition of client project requirements, tailoring the inspection approach to assure that inspection, sampling and analysis is consistent with regulatory requirements, and that the work is performed in a cost-effective manner. Inspections are performed using standardized checklists, forms for recording information, and according to a set protocol. Inspection plans are carefully reviewed before work begins. Laboratory analysis is reviewed and periodically tested by using different labs for splitting of samples. Photographic documentation is collected. All reports are reviewed by an individual at a higher level than the preparer.

### **Lead-Based Paint**

Planning, communication and documentation are key guiding principles. Lead-based Paint Inspections and Risk Assessments are performed following the HUD/EPA Guidelines, and OSHA. Testing is performed using a portable Niton XL 300 XRF device, and following the EPA Performance Characteristic Sheet. Calibration checks are performed at the beginning and end of each project inspection, or every 4 hours, whichever comes first. Inspections/ Risk Assessments are performed only by EPA Certified Lead-based Paint Inspectors or Risk Assessors, who have completed Niton Training and Annual Radiation Safety Training. Sampling data is recorded by the Niton, as well as on field notes for quality control of data. Photographic documentation is collected of lead hazards. All reports are reviewed by an individual at a higher level than the preparer.

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#### What makes Stohl Environmental's Experience and Approach to the Project Unique?

- **Guaranteed prompt contact of homeowners:** In most cases, homeowners will be contacted on the same business day as the notice to proceed from the County. Homeowners are guaranteed to be contacted within 1-2 business days after the notice to proceed from Erie County.
- **Technology:** A new Niton XLP 300A lead analyzer for fast, accurate Lead-Based Paint identification was purchased in May of 2015, this represents an investment of over \$20,000.
- **Flexible scheduling to accommodate homeowners**
- **DOCUMENTED AND FORMAL PROTOCOLS:** Risk Assessments and Clearance Inspections are performed following documented and supervised protocols that are consistent with the HUD Guidelines. Additionally, all work is reviewed by a second more senior staff member before reports are issued.
- **REPORTS:** Comprehensive inspection reports are structured for ease of understanding by County personnel and homeowners, and include full color photos. Complete reports are available in both paper copy and electronic format.
- **Timing of engagements:**
  - Risk Assessment/Paint Testing Inspections will be performed within 5 business days of a notice to proceed and reports will be issued within 10 business days.
  - Clearance Inspections are in most cases performed within 1 day of notice, with verbal results to the County within 1 additional day. Reports will be issued within 10 business days of a notice to proceed.
  - The scheduling of the inspections relies heavily on homeowner participation and Stohl Environmental will make every attempt to meet these deadlines. In the event that scheduling with a particular homeowner becomes difficult, the County will be promptly notified.
- **Documented continued training and education of risk assessment personnel:** Monthly in house training is performed and documented to assure that Lead-Based Paint Risk Assessors maintain up-to-date procedures and protocols in performing Lead Hazard Evaluations.
- **Quality control review of all reports:** All reports are reviewed by the Project Manager for quality assurance prior to being issued to the client. If questions arise regarding report results or conclusions, and a second visit to the project site is necessary, Stohl Environmental absorbs any and all cost.

**Lead Risk Assessment/Inspection by an EPA certified Risk Assessor following the protocol outline in the HUD Guidelines for the Evaluation and Control of Lead-based Paint in Housing,** dust wipe sampling per HUD regulations from floors and window sills, soil sampling, independent laboratory analysis, report of all XRF analysis, dust wipe and soil analysis, and identification of lead-hazards if any with recommendations for lead-hazard control.



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#### References

Client	Project	Client Contact
County of Erie Department of Environmental Planning	Lead- based Paint Inspections, Risk Assessments and Clearance testing	Mr. Del Costello 858-6012
Belmont Shelter	Lead- based Paint Inspections, Risk Assessments and Clearance testing	Mr. Eric Schiffman (716) 884-7791 ext. 157
Town of Cheektowaga	Lead-Based Paint Inspections, Risk Assessments and Clearance testing	Mr. Richard Willis (716) 897-7200
New York Power Authority	Lead-based paint inspections of various school and municipal buildings in Western & Central NY	Mr. Patrick Holden (716) 286-6703
Buffalo Board of Education	Lead-Based Paint Inspections and Clearance testing	Ms. Yvette Gordon (716) 816-3029

#### Proposed Fees

The fee schedule below represent pricing if asbestos and lead inspections are completed simultaneously

Description	Unit Price / Cost
<b>Asbestos Related Services</b>	
Inspection and Report for Asbestos	\$39 / hour
Polarized Light Microscopy (PLM) Analysis- for friable materials such as spray-on fireproofing, plasters, pipe insulation, drywall etc.	\$12 / sample NOTE 1
Polarized Light Microscopy (PLM) Analysis- for Non-friable materials such as ceiling tiles, mastics, caulking, roofing materials, etc.	\$18 / sample NOTE 1
Transmission Electron Microscopy (TEM) Analysis- for Non-friable materials such as ceiling tiles, mastics, caulking, roofing materials, etc.	\$45 / sample NOTE 1
<b>Lead-Based Paint Related Services</b>	
Limited Lead Inspection- limited inspection utilizing Niton XRF Sampling based on client's scope of work (1-2 rooms, etc). Includes Labor and Report. (if performed in conjunction with the asbestos inspection)	\$125 / each
Lead Hazard Risk Assessment – includes all labor, samples, and report (Single Family Home or 1 <sup>st</sup> Unit of Multiple Family Residence) (if performed in conjunction with the asbestos inspection)	\$300 / each
Lead Hazard Risk Assessment – includes all labor, samples, and report for each additional unit in a multiple family residence	\$100 / each
Lead Clearance Testing – includes all labor, samples, and report (Single Family Home or 1 <sup>st</sup> Unit of Multiple Family Residence)	\$200 / each
Lead Clearance Testing – includes all labor, samples, and report for each additional unit in a multiple family residence	\$100 / each

Asbestos Consulting Services

Environmental Assessments

Lead Services



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### Proposed Fees

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Polarized Light Microscopy (PLM) Analysis- for Non-friable materials such as ceiling tiles, mastics, caulking, roofing materials, etc.	\$18 / sample NOTE 1
Transmission Electron Microscopy (TEM) Analysis- for Non-friable materials such as ceiling tiles, mastics, caulking, roofing materials, etc.	\$45 / sample NOTE 1
<b>Lead-Based Paint Related Services</b>	
Limited Lead Inspection- limited inspection utilizing Niton XRF Sampling based on client's scope of work (1-2 rooms, etc). Includes Labor and Report.	\$225 / each
Lead Hazard Risk Assessment – includes all labor, samples, and report (Single Family Home or 1 <sup>st</sup> Unit of Multiple Family Residence)	\$375 / each
Lead Hazard Risk Assessment – includes all labor, samples, and report for each additional unit in a multiple family residence	\$100 / each
Lead Clearance Testing – includes all labor, samples, and report (Single Family Home or 1 <sup>st</sup> Unit of Multiple Family Residence)	\$200 / each
Lead Clearance Testing – includes all labor, samples, and report for each additional unit in a multiple family residence	\$100 / each

**\*A minimum fee of 4 hours will charged on all asbestos inspections\***

**Note** - Exact sample quantity will be dependent on the total number of different homogenous types of building materials present in the structure that are suspect for asbestos. **Actual quantity of samples collected will be the number billed.** If it is above the proposed amount, samples will be held without analysis until approved by the client.

If you have any questions on this proposal, or suggestions on how Stohl Environmental LLC can better serve you, please do not hesitate to call. Alternatively, if the proposal is acceptable, please indicate acceptance below, and return a copy to our office. Thank you for the opportunity to be of service.

HUD/EPA Guidelines, and OSHA

Sincerely,

Stohl Environmental, LLC.

Proposed by:

Derek Banach

12/14/16

Date

Accepted by:

On behalf of the City of Niagara Falls

Date

Asbestos Consulting Services

Environmental Assessments

Lead Services

Agenda Item #4

**SUBJECT:       CHANGE ORDER #1**

**D'AMELIO PARK PLAYGROUND INSTALLATION (\$0.00)**

A contract for the above referenced project was awarded to Gardenville Landscape & Nursery LLC, 3069 Clinton St. West Seneca, New York on May 16, 2016 in the amount of \$56,318.60.

After the start of the project, additional costs and seasonal time constraints involving extra tree removals and safety surfacing occurred. These additional issues were not a portion of the contractor's original scope of services, and total \$ 16,800.00 of work. However, present cost underruns will allow these tasks to be compensated at no additional cost to the original contract at this time.

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

Agenda Item #5

**SUBJECT:** Bid #2016-24 Concrete

We respectfully request you award the above referenced bid as follows:

TO: Preferred Materials, LLC

1765 New Road

Niagara Falls, NY 14304

FOR: Concrete as described on the attached tally sheet.

The City Purchasing Division certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law.

Notice that bids were to be received was advertised in the Niagara Gazette and bids were sent to three (3) vendors. Three (3) bids were received. After reviewing each bid we determined that Preferred Materials submitted the lowest overall bid as shown on the attached tally sheet.

Funds for this expenditure are included in the DPW Construction and Repair account code A.5110.0200.0419.006.

Will the Council so approve?

BID #2016-24 CONCRETE	UNIT	Lafarge North America 75 Pineview Drive Amherst, NY 14228	United Materials LLC 3949 Forest Parkway, Suite 400 North Tonawanda, NY 14120	Preferred Materials LLC 1765 New Road PO Box 583 Niagara Falls, NY 14304
4,000 PSI Concrete with Air, ASTM Size 67, Coarse Aggregate	Cu. yd.	121.80	124.92	118.00
3,500 PSI Concrete, ASTM Size 67	Cu. yd.	119.00	121.91	114.00
Heated Aggregate	Cu. yd.	9.00 <sup>1</sup>	9.00 <sup>2</sup>	9.00 <sup>1</sup>
Retarder Agent	Cu. yd.	4,000 PSI 1 oz./cwt = 1.60	3,500 PSI 4,000 PSI 2.69	3,500 PSI 4,000 PSI 4.00
Calcium 1%	Cu. yd.	3.50	8.80	4.50
Calcium 2%	Cu. yd.	7.00	No Bid	No Bid
Waiting Time	Minute	1.50	1.75	No Charge
Fuel Surcharge	Load	No Charge	No Charge	No Charge
Short Load Charges		75.00 <sup>3</sup>	75.00 <sup>4</sup>	75.00 <sup>5</sup>
Environmental Charge	Cu. yd.	1.75	2.00	No Charge
Additional Charges		See Attached Sheet for Lafarge	None	None

<sup>1</sup> Hot water (5.00 per cu.yd.) and heated aggregate as needed.

<sup>2</sup> Winter concrete 11/1 – 4/14; Hot water (5.00 per cu. yd.) 10/5 – 10/31 and 4/15 – 4/30.

<sup>3</sup> After the first sixty (60) minutes.

<sup>4</sup> Per load, under seven (7) yards.

<sup>5</sup> Per load, under five (5) yards.

Bid Opening Date December 19, 2016 11:00 A.M.

ITEM	Lafarge North America 75 Pineview Drive Amherst, NY 14228	United Materials LLC 3949 Forest Parkway, Suite 400 North Tonawanda, NY 14120	Preferred Materials LLC 1765 New Road PO Box 583 Niagara Falls, NY 14304
SEVEN (7) ITEMS			
1. 550 cubic yards more or less, 4000 PSI concrete with air, ASTM size 67 coarse aggregate:	\$121.80	\$124.92	\$118.00
2. 100 cubic yards more or less, 3500 PSI concrete, ASTM size 67:	\$119.00	\$121.91	\$114.00
3. Additional cost per cubic yard for heated aggregate:	\$5.00 hot water / \$9.00 steam (as needed)	\$5.00 hot water / \$9.00 winter concrete	\$5.00 hot water / \$9.00 (heated aggregate as needed)
4. Additional cost per cubic yard for retarder agent:	1 oz. / cwt = \$1.60	\$2.69 for 4000 # \$2.48 for 3500 #	\$4.00
5. Additional cost per cubic yard for calcium:	1% = \$3.50 2% = \$7.00	\$8.80 for 4000 # \$8.12 for 3500 #	4.50 (1%)
6. Short load charges:	\$75.00 under 5 yards	\$75.00 / load under 7 yards	\$75.00 under 5 yards
7. Any additional charges which may be incurred must be listed below or on a separate sheet of paper or those charges will be deducted from the invoice.	See attached sheet from Lafarge	\$1.75/minute Waiting Time \$2.00 Environmental Charge	NONE

Quote: Q0000304175



**READYMIX**

Lafarge  
75 Pineview Drive  
Suite 100  
Amherst

Tel: (716) 253-0707  
Fax:  
Lafarge

**Quotation**

Quote Number Q0000304175		Quoted By Bill Diehl	Quote Date 12/8/2016	Expiration Date 12/31/2017
Client Company	CITY OF NIAGARA FALLS DPW		Project Name	City of Niagara Falls 2017
Customer Number	56324		Project Description	
Attention	Jeff Smeal			
Phone Number	(716) 268-4852			
Fax Number				
Email Address				
Street Address	PO BOX 69		Project Address	Various Locations
	NIAGARA FALLS, NY-New York 14302			Niagara Falls, NY-New York 14301

Product	Material Description	Line Description	Quantity	UOM	Material Price
RMX235675	3500 PSI CONCRETE	3500 AEA CA 1/2 TYPE III	100	YD3	\$119.00
RMX240675	4000 PSI CONCRETE	4000 AEA CA1/2 TYPE III	550	YD3	\$121.80

**Service and Miscellaneous Fee Charges**

Description	UOM	Price
ENVIRONMENTAL FEE	YD3	\$1.75
FUEL CHARGE	EA	\$0.00
WAITING TIME	MIN	\$1.50
HOT WATER 2	YD3	\$5.00
WINTER SERVICE	YD3	\$9.00
MRWR	YD3	\$5.60
FRWR (MANUAL) PER CUYD	YD3	\$7.35
NCA 1.00%	YD3	\$7.70
NCA 2.00%	YD3	\$15.40
FIBERMESH 150 1.0 LB/CUYD	YD3	\$6.75
FIBERMESH 300 1.0 LB BAG	YD3	\$8.75
CONVEYOR, HOUR	H	\$150.00
CONVEYOR WASH	EA	\$50.00
TRUCK WASH COLOR	EA	\$50.00
SATURDAY CHARGE	EA	\$50.00
AFTER 5:00 PM DELIVERY	YD3	\$75.00

**Additional Charges**

Minimum Load: Minimum Load Charge : < 5 \$75.00

The following inclusions apply to quote:

**Standard Terms and Conditions of Sale**

**1. ACCEPTANCE**  
These Standard Terms and Conditions ("Terms") govern all sales of products and materials (the "Products") by Aggregate Industries Management, Inc. ("A.I."), Lufkin North America, Inc. ("LUNA") or any member, subsidiary or affiliate of A.I. or LUNA ("Seller") to Buyer regardless of whether Buyer purchases the Products directly or indirectly from Seller, or through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). Buyer's acceptance of the Products is deemed to occur upon receipt of the Products by Buyer, and Seller's obligation to deliver the Products to Buyer is deemed to occur upon receipt of the Products by Buyer. In the event of a dispute between Buyer and Seller on the terms and conditions contained in these Terms, the Purchase Order, as modified by Seller's acceptance or order acknowledgment, invoice or agreement, shall govern. Notwithstanding the foregoing, Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or from Buyer's acceptance of all or any part of the Products ordered; no addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not (i) be construed as assent to such contrary or additional terms and conditions or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Any additional, inconsistent or different "Conditions of Purchase" or the like of Buyer contained in Buyer's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Seller.

**2. Price**  
The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between Seller and Buyer, a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If the price of the Products, as set forth in the Purchase Order, is not the price of the Products, the price of the Products, under this Sales Agreement shall be the price of the Products, as set forth in the Purchase Order, plus a reasonable amount for overhead. Such price increases shall be documented through quotes, invoices, or receipts.

**3. Payment**  
Payments must be made to Seller in U.S. dollars within (30) days of Buyer's receipt of the Products or invoice, whichever is earlier. Payments not received when due will bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and to suspend or stop shipments of the Products to Buyer, if Buyer fails to make payments when due. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.

**Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on a written quotation provided to Buyer and the terms set forth herein, the payment terms included on the written quotation shall control and govern.**

**4. Specifications**  
Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to appropriate freight classification, Seller's customary manufacturing processes and industry customs of dealing and usage of trade.

**5. Shipment**  
Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. If Seller is unable to meet such date, Buyer has no claim for damages resulting from any delay in delivery.

**6. Title and Risk of Loss**  
Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.

**7. LIMITED WARRANTY**  
Seller warrants that the Products will meet the specifications. THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS, UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT. SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.

**8. Conditions of Applicability or Warranty**  
Seller's warranty of any Product is of no effect if (i) the Product is not stored or handled appropriately, (ii) the defect of the Product resulted from damages occurring after delivery of the Product, (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery, or (iv) the defect should have been discovered by Buyer in Buyer's inspection and it is not reported to Seller within ten (10) days after the Product's arrival at the destination.

**9. Defective Products**  
If a Product does not conform to this limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claim report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.

**10. Returns**  
No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of returning the Products without being damaged.

**11. Liability Limitation**  
IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. Except as expressly set forth herein, nothing herein or in any quotation shall (i) create any right, cause of action or claim of, for, or on behalf of the Buyer, its heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein, (ii) create, modify or extend any express, or implied warranties, or any limitations of those warranties, (iii) give the Buyer any right to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of the use of any of the goods described herein or in any quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Products, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein (unless Seller has breached one of the duties expressly created hereunder), and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and expenses, including reasonable attorney's fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).

**12. Termination**  
In the event of a breach by Buyer, Seller may terminate the Sales Agreement upon giving ten (10) days' written notice of termination. If the Sales Agreement is terminated by Seller because of Buyer's breach, Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.

**13. Excusable Delays**  
Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, a labor dispute, military action, fire, flood, unusually severe weather conditions, epidemics, riots, declared or undeclared war, epidemic, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God, or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Excusable Delays"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Excusable Delays.

**14. Indemnification**  
To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees and agents against all claims, suits, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorney's fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence or Buyer's use, mishandling, maintenance, repair, transportation or disposal of the Products, (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's claims, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer, (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices, or (iv) Buyer's breach of the Sales Agreement.

**15. Entire Agreement**  
The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.

**16. Successors and Assigns**  
The Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent.

**17. Governing Law**  
The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state of the transaction's point of sale (the "Governing State"), without regard to such state's conflicts of law provisions.

**18. Dispute Resolution**  
Any dispute in connection with the Sales Agreement must be resolved through binding arbitration in the Governing State, pursuant to the commercial arbitration rules of the American Arbitration Association. The results of any arbitration will be final and non-appealable. The foregoing notwithstanding, Seller reserves the right to invoke the jurisdiction of any competent court to remedy or prevent violation of any provision of the Sales Agreement.

**19. Jurisdiction and Venue**  
Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State, (ii) that the venue of the action, suit or proceeding is improper, (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing service. Notices or communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if delivered by facsimile, (iii) on the date of transmission if transmitted by electronic computer mail, (iv) one day after pickup by courier if delivered by courier or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

**20. Waiver**  
The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement.

**21. Severability**  
If any provision of the Sales Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Sales Agreement remain in full force and effect.

**22. Notices**  
No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is (i) personally delivered, (ii) transmitted by facsimile (with a receipt acknowledgment), (iii) transmitted by electronic computer mail, (iv) transmitted by a recognized courier service, or (v) mailed (or sent by first class mail) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to Seller, at the address designated on the face of the Written Quotation; AT THE SELLER'S DEPARTMENT (b) if to Buyer, at the address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if delivered by facsimile, (iii) on the date of transmission if transmitted by electronic computer mail, (iv) one day after pickup by courier if delivered by courier or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

**23. Construction**  
The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party is its professional advisors who participated in the preparation of the Sales Agreement.

**24. Survival**  
The terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 14, 17, and 18 and this Section 24, shall survive the expiration or termination of the Sales Agreement.

Quote: Q0000304177

- The prices quoted become effective 2016-12-06 and are subject to an escalation at the expiration date and as provided for in our Terms and Conditions of Sales. Prices are valid until 2017-12-31.
- This quotation is open for acceptance until 2016-12-08.
- This quotation supersedes all previous quotations for the products and project detailed above.
- Payment terms will be NET 30. The seller reserves the right to apply a 1.5% finance charge per month (annual rate 18%) on unpaid balances outside terms as stated.
- A fuel surcharge will be applied to each load in accordance with the fuel index.
- Minimum load charge will be applied to orders under 7 cubic yards. For each additional quarter of a yard below 7 yards we will add \$7.00.
- Sales tax is not included in the above pricing and is applicable unless exempt by State Law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to start of the project. Notification of tax-exempt status after shipments initiated will require customer to file for tax refund/credit from taxing authority for taxes charged up to the notification date. Credits will not be issued by Lafarge for the taxes billed on the prior invoices.
- Prices quoted are per plans and specifications (available at the time of quotation) of the above referenced project. Any variations are per Purchaser's request and shall be done in writing.
- All concrete shall be produced and delivered in strict accordance with current ASTM C-94 and ACI 301; handling, sampling and testing results will only be recognized if they follow these guidelines.
- Pricing based on locally available materials and shipped upon availability, unless otherwise noted.
- Unless specifically noted, this quote only applies to delivery during normal delivery hours of 7:00 am to 4:30 pm, Monday through Friday, provided there is enough volume to warrant opening a plant. Saturday, Sunday, holiday, and special hours delivery will be quoted as a surcharge(s) for plant opening and truck time, separately.
- Your signature confirms acceptance of this quotation as submitted.
- THE CONTACT PERSON IS Bill Diehl AND ANY QUERIES REGARDING THE ABOVE SHOULD BE ADDRESSED TO HIM/HER AT (716) 253-0707 OR [bill.diehl@lafargeholcim.com](mailto:bill.diehl@lafargeholcim.com).

**ACCEPTANCE OF THIS QUOTATION:** I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the same company, including the prices, terms and conditions contained herein.

**Please return a signed copy of this quotation by mail to the address below or by facsimile before commencement of delivery.**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agenda Item #6

*RE: Extension of Agreement for Grant Writing Services*

Council Members:

The last few years, inclusive of year 2016, the City entered into a non-exclusive Consulting Agreement with an individual to provide grant writing and grant administration services to the City. This arrangement has proven very beneficial to the City. It is recommended that for calendar year 2017 the City extend the 2016 agreement with that same individual to provide those services. All terms and conditions are the same. Attached is a copy of the 2016 agreement together with a communication from the consultant requesting an extension. The fee for those services is not to exceed \$40,000.00. Funding is available from the 2017 adopted budget.

Will the Council so approve and authorize the Mayor to execute an agreement with the grant writer in a form acceptable to the Corporation Counsel?

**EXTENSION OF INDEPENDENT CONTRACTOR CONSULTING AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of February, 2016, effective the first day of January, 2016, by and between the City of Niagara Falls, New York, a municipal corporation having offices at 745 Main Street, Niagara Falls, New York 14302 (the "CITY") and Sherry L. Shepherd-Corulli, an independent contractor with offices at 8130 West Rivershore Drive, Niagara Falls, New York 14304 ("CORULLI").

**WITNESSETH:**

**WHEREAS**, by Independent Contractor Consulting Agreement (the "Agreement") dated the 31<sup>st</sup> day of December, 2014, the CITY entered into a grant writing consulting agreement with CORULLI to perform certain grant writing services on behalf of the CITY; and

**WHEREAS**, a copy of the Agreement is attached hereto; and

**WHEREAS**, the CITY and CORULLI wish to extend the Agreement for an additional one (1) year period of time commencing on January 1, 2016 and expiring on December 31, 2016; and

**WHEREAS**, during its meeting held on February 8, 2016, the City Council voted to approve the extension of the Agreement for one (1) year period of time; a copy of the approved agenda item is attached hereto; and

**WHEREAS**, it is in the best interest of the CITY to extend the Agreement for a one (1) year period of time.

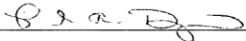
**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the CITY and CORULLI agree as follows:

1. The CITY and CORULLI agree to extend the Agreement on the same terms and conditions including but not limited to the not to exceed annual billing of \$35,000, for a one (1) year period of time commencing on January 1, 2016 and expiring on December 31, 2016.

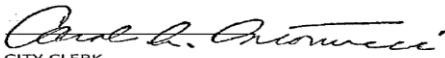
**IN WITNESS WHEREOF**, parties duly executed this agreement on the day and date first written above.

CITY OF NIAGARA FALLS, NEW YORK

INDEPENDENT CONTRACTOR

BY:   
PAUL A. DYSTER, Mayor

BY:   
SHERRY SHEPHERD-CORULLI

ATTEST:   
CITY CLERK

**INDEPENDENT CONTRACTOR CONSULTING AGREEMENT**

**THIS AGREEMENT** made this 21<sup>st</sup> day of December, 2014, effective the 1<sup>st</sup> day of January, 2015 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 Sherry L. Shepherd-Corulli, 8130 W. Rivershore Drive, Niagara Falls, New York 14304 ("CORULLI").

**WITNESSETH:**

**WHEREAS**, The CITY has the need for the services of an experienced grant writer on an "as needed" basis; and

**WHEREAS**, CORULLI has grant writing experience which includes not only the ability to prepare grant applications, coordinate tasks to be performed by successful bidders/contractors and is familiar with all aspects of grant administration and performance but also CORULLI's familiarity with current municipal projects and established relationships with outside funding partners; and

**WHEREAS**, CORULLI's services are immediately available; and

**WHEREAS**, it is in the best interest of the City to enter into an agreement with CORULLI at this time rather than further consider unsolicited proposals or circulate a request for proposals and await responses.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the CITY and CORULLI agree as follows:

1. The CITY agrees to retain and CORULLI agrees to be retained by the CITY on a non-exclusive basis for the purpose of performing grant research, development, writing and administration during the calendar year 2015. Attached hereto is a proposal for

professional services (the "Proposal") submitted by CORULLI which details the services to be performed by her. Also attached hereto is a copy of the City Council approval of the City's retention of the grant writer and the Proposal submitted by her.


2. CORULLI is retained for the calendar year 2015, commencing on January 1, 2015 and ending on December 31, 2015.
3. This Consulting Services Agreement (the "Agreement") may be terminated by either the CITY or CORULLI at any time, with or without cause, on 30 days written notice to the other. Upon such termination, neither party shall have any further rights against the other under this Agreement.
4. CORULLI agrees that she will accept work assignments pursuant to her Proposal from the designee(s) of the Mayor of the City of Niagara Falls, New York and will report to that designee(s). In connection herewith, it is agreed that CORULLI's work assignments will be consistent with the following parameters:
  - Grant Writing: up to five grants per year
  - Grant Administration: up to twenty-five grants per year
  - Grant Research: up to ten grants per year,all as set forth in the Proposal.
5. It is expressly agreed between the CITY and CORULLI that CORULLI is an independent contractor and is not, under any circumstances, an employee of the CITY.
6. CORULLI shall indemnify, defend and save harmless the CITY from and against any and all claims, suits, lawsuits, causes, charges, expenses and reasonable attorneys fees which

the CITY directly or indirectly incur, suffers or become liable for by reason of negligence or careless acts or omissions on the part of CORULLI or her agents.

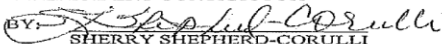
7. In consideration for CORULLI performing satisfactory services to the CITY as described in the attached Proposal, the CITY agrees to compensate CORULLI at the agreed upon hourly rate of \$30.00. Invoices will be rendered by CORULLI on or about the first day of the month after the month when services have been performed which specify the days services were performed, the number of hours spent per day performing services for the CITY and each task performed.
8. The CITY and CORULLI agree that her total billing to the City for 2015 pursuant to this Agreement will not exceed \$35,000.00.
9. CORULLI agrees that she is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this agreement to any other person or corporation without the previous consent, in writing, of the CITY.
10. CORULLI agrees that she will comply with all Federal, State and Local laws, rules and regulations applicable to obligations, conduct and activities under this Agreement.

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

CITY OF NIAGARA FALLS, NEW YORK

BY:   
PAUL A. DYSTER, Mayor

INDEPENDENT CONTRACTOR

BY:   
SHERRY SHEPHERD-CORULLI

ATTEST:   
CITY CLERK



Sherry L. Shepherd-Corulli  
Grant Specialist  
8130 W. Rivershore Drive  
Niagara Falls, NY 14304  
Phone 716-807-4604  
Fax 716-283-8946  
sscorulli@gmail.com

December 10, 2016

Mr. Thomas J. DeSantis  
Acting Director  
Planning, Environmental Services and Economic Development  
745 Main Street  
P.O. Box 69  
Niagara Falls, NY 14302-0069

Dear Mr. DeSantis:

As you are aware, our consulting agreement expires on Dec. 31, 2016. This year has been an unusually busy one in terms of new opportunities presented and the administration of our existing projects. Research in excess of twenty new grant opportunities was conducted and ten new grant applications were submitted resulting in the award of \$750,000 through the Consolidated Funding Application program. Decisions are still pending for additional applications requesting in excess of \$3 million.

In addition to the submission of new applications over the past year, the maintenance of existing grant projects required a request for an increase in funding from the Host Community Standing Committee of the Greenway Recreation/Tourism Fund in the amount of \$150,000. The amount of funding administered in ten existing projects totals over \$22.9 million.

As you are aware, the parameters of my existing contract call for writing up to five; administering up to twenty-five and researching up to ten grants per year. The additional work required over the past year in researching and developing grant applications has necessitated an increase in the amount of our annual agreement. In order to maintain reporting compliance for existing grants and secure funding sources for new projects, I am proposing that our consultant

Thomas J. DeSantis  
Dec. 10, 2016

agreement be increased to a "not-to-exceed" amount of \$40,000 per year for the upcoming year billed at an hourly rate of \$35.00 per hour.

As always, it has been my pleasure and privilege to work with you and the City of Niagara Falls and I look forward to continuing that relationship in the upcoming year. Please let me know if you require additional information.

Sincerely,



Sherry L. Shepherd-Corulli  
Grant Specialist

cc: Mayor Paul A. Dyster

Agenda Item #7

*RE: Amendment to Parking Agreement*

Council Members:

The City has a parking agreement in place with the Sheraton hotel which, among other things, allows the Sheraton to utilize up to 400 parking spaces per day in the City owned lot at Third Street and Niagara from April 1 – October 31 each year and 200 parking spaces per day from November 1 – March 31 each year. Attached hereto is a copy of that agreement. This agreement restricts the use of those parking spaces to guests of the hotel. The general manager of the Sheraton Hotel has requested that the City permit up to 18 members of the hotel's management staff to utilize these spaces as well as customers of the businesses located in the hotel. It is recommended that the parking agreement be amended to permit this to occur as a "business friendly" initiative.

Attached hereto is a proposed amendment to the parking agreement which allows this.

Will the Council so approve and authorize the Mayor to execute an amendment to the parking agreement?



NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The CITY hereby grants 300 THIRD STREET, INC. the non-exclusive use of four hundred (400) parking spaces per day in Parking Ramp I each year from April 1 through October 31, and two hundred (200) parking spaces per day each year from November 1 through March 31.

2. In consideration therefor, 300 THIRD STREET, INC. shall pay to the CITY the amount of \$14.00 per month for each such parking space. Payment shall be made to the CITY in equal monthly installments of Four Thousand Two Hundred Dollars (\$4,200.00) on the first day of each month. Payments made after the fifteenth (15th) day of the month in which payment is due shall bear an additional four percent (4.00%) late payment penalty.

3. The use of said parking spaces shall be restricted solely to guests of the Radisson Hotel Niagara Falls. Guests shall not be restricted in the number of times they may enter and leave Ramp I in a particular day. Said spaces shall not be used in any manner whatsoever by any other persons, including but not limited to employees of the Radisson Hotel Niagara Falls. The parties shall mutually agree upon a validation procedure for guests.

4. The CITY will ensure that the entrance to Ramp I on Wendel Way will be open and accessible at all times.

5. This agreement is not intended to, nor shall it in any manner be construed to ensure or otherwise guaranty to 300 THIRD STREET, INC. that at any particular time while this Agreement is in effect there will be available for parking in Parking Ramp I the number of parking spaces granted as set forth in Paragraph 1 hereinabove. However,

the CITY will make its best efforts to provide the spaces as granted in paragraph 1 and shall not impair the rights granted herein.

6. The CITY agrees to keep and maintain Ramp I at all times in a neat, clean and tenantable condition and in good repair.

7. The initial term of this Agreement shall be ten (10) years from the date hereof. Prior to the expiration of the initial term of this Agreement, 300 THIRD STREET, INC. shall have the right to extend this Agreement for an additional ten (10) year term by notifying the CITY in writing no less than sixty (60) days prior to the expiration of the initial term. In the event that 300 THIRD STREET, INC. exercises the option to extend this Agreement, it shall have the right to extend this Agreement for an additional ten (10) year period by notifying the CITY in writing no less than sixty (60) days prior to the expiration of the second term.

8. This Agreement shall be binding upon and shall inure to the benefit of the respective parties' successors, assigns and/or transferees.

9. This Agreement may be assigned by either party.

10. This Agreement shall be effective July 1, 1997.

WHEREFORE, the parties hereto have set their hands and seals on the dates written below.

attest:  
*James M. Dandine*  
City Clerk

CITY OF NIAGARA FALLS, NEW YORK

By: *James C. Galie*  
JAMES C. GALIE, Mayor

300 THIRD STREET, INC.

By: *[Signature]*, Sec.

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NIAGARA )

On this 21<sup>st</sup> day of July, 1997, before me personally came JAMES C. GALIE, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Niagara Falls, New York; that he is the Mayor of the City of Niagara Falls, New York, the corporation described in and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the City Council of said corporation; and that he signed his thereto by like order.

Jean M. Kennedy  
JEAN M. KENNEDY  
Commissioner of Deeds  
City of Niagara Falls, New York  
My Commission Expires 7/31 1998

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NIAGARA )

On this 21<sup>st</sup> day of July, 1997, before me personally appeared Pragun Marovic, who by me being duly sworn, did depose and say that he is the President of 300 Third Street, Inc., the corporation described in and which executed the foregoing Instrument; that he executed said Instrument by order of the Board of Directors of said corporation, and affixed the seal of said corporation by like order.

Secretary

Michael Alan Gold

MICHAEL ALAN GOLD  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NIAGARA COUNTY  
MY COMMISSION EXPIRES FEBRUARY 28, 1998 29

#### AMENDMENT TO PARKING AGREEMENT

This Amendment to Parking Agreement (the "Amendment") made this \_\_\_\_\_ day of February, 2016 by and between the City of Niagara Falls, New York, a municipal corporation organized and existing pursuant to the laws of the state of New York with offices at 745 Main Street, Niagara Falls, New York 14302 (hereinafter referred to as the "City") and NFNy Hotel Management, LLC, a limited liability company organized and existing pursuant to the laws of the state of New York doing business as Sheraton at the Falls ("Sheraton") with offices at 300 Third Street, Niagara Falls, New York 14303 ("NFNy").

WHEREAS, on or about the 27<sup>th</sup> day of July, 1997, the City entered into a Parking Agreement (the "Parking Agreement") with 300 Third Street Inc. which, among other things, allowed 300 Third Street Inc. the non-exclusive use of 400 parking spaces per day in Parking Ramp 1 each year from April 1 through October 31 and 200 parking spaces per day each year from November 1 through March 31; and

WHEREAS, a copy of the Parking Agreement is attached hereto; and

WHEREAS, Parking Ramp 1 was demolished which resulted in the City owned Parking Lot at the corner of Third Street and Niagara Street being substituted for Parking Ramp 1; and

WHEREAS, over the years, the hotel located at 300 Third Street, which benefits from the Parking Agreement, was acquired by new owners on several occasions with the Parking Agreement being assigned to each new owner in each acquisition, and

WHEREAS, the current owner of the hotel located at 300 Third Street which is the assignee of the Parking Agreement is NFNy which operates a Sheraton hotel and is the entity entitled to the benefits and burdens of the Parking Agreement; and

WHEREAS, in consideration for the use of said parking spaces as described in the Parking Agreement, NFNy pays to the City in excess of \$50,000.00 per year; and

WHEREAS, the Parking Agreement provides that "said parking spaces shall be restricted solely to guests of the Radisson Hotel Niagara Falls" and "said spaces shall not be used in any manner whatsoever by any other persons, including but not limited to employees of the Radisson Hotel Niagara Falls"; and

WHEREAS, issues have arisen over the years with respect to improper validation of parking tickets; and

WHEREAS, NFNy's management in place at the Sheraton have assisted greatly in the administration and enforcement of this Parking Agreement so as to significantly curtail abuses in the validation system; and

WHEREAS, NFNy has requested that the Parking Agreement be amended to allow up to eighteen (18) parking spaces utilized by NFNy pursuant to the Parking Agreement to be utilized by up to eighteen (18) members of NFNy's management staff at the Sheraton.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for such good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph #3 in the Parking Agreement is amended to include the following terms and conditions:

"3(a) Notwithstanding the foregoing, NFNy may have access to up to eighteen (18) parking spaces for members of the NFNy management staff. NFNy agrees to keep the City informed on an ongoing basis of the identity of the users of the parking spaces so as to be certain that no more than eighteen (18) NFNy management staff at the Sheraton Hotel are using the parking spaces."

"3(b) The parking spaces will not be reserved, segregated spaces. NFNy may validate parking passes for up to eighteen (18) management employees or request parking passes at no charge (like those issued to monthly parking patrons) from City for up to eighteen (18) management staff. No other employees of NFNy and no staff or employees or customers of the retail businesses operated on the Sheraton Hotel premises, such as Starbucks, TGI Friday's or Rainforest Café, shall have their parking tickets validated or receive parking passes at no charge.

"3(c) Any violation of this provision by NFNy or its staff will result in the immediate cancellation of this Amendment by the City."

2. The remaining terms and conditions of the Parking Agreement shall remain in full force and effect for the remainder of its term and any renewals thereof.

**THE CITY OF NIAGARA FALLS, NEW YORK**

By: \_\_\_\_\_

Paul A. Dyster, Mayor

Date

**NFNy HOTEL MANAGEMENT LLC**

By: \_\_\_\_\_

Name:

Date

Agenda Item #8

RE: Local Laws #1 & #2

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Please be advised that:

Local Laws #1 & 2 for the Year 2016, relative to amending the City Charter as amended, by amending Section 201 & 201-b of Article VIII of the Charter, entitled "Taxation and Assessment" which were adopted by Council on November 14, 2016 and duly approved by Mayor Paul A. Dyster on December 5, 2016, were received and filed by the New York State Department of State on December 14, 2016.

Agenda Item #9

SUBJECT: Commissioner of Deeds

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The following have requested City Council approval for Commissioner of Deeds for a term from January 1, 2017 to December 31, 2018.

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

Wendy A. Fortin

Law Department

Agenda Item #10

**RE:                   City Council Agenda Item:**  
**3543 Ferry Avenue Repurchase**

**Council Members:**

On December 12, the City Council approved the repurchase of 3543 Ferry Avenue, which was sold under the Homeownership Auction Program. While the Council approved the purchase back of the property, implicitly for the original purchase price of \$12,000.00, the property owner has requested that the City also pay the back taxes and recording costs which the current owner paid, along with the 2016-2017 School tax. Reimbursement of these amounts will make the current owner whole, which I believe was the intent of the Council approval.

The current owner paid \$217.00 in recording and filing fees, \$809.26 in back City taxes and \$415.39 in back County taxes. After closing the owner paid the 2016-17 School tax in the amount of \$874.12. These amounts are proposed to be reimbursed in connection with the repurchase of 3542 Ferry Avenue.

In addition, the City will incur the recording and filing fees for the deed back to the City.

Will the Council vote to approve payment of the \$12,000.00 repurchase price and reimbursement of taxes and expenses for 3543 Ferry Avenue as presented herein, to approve payment of the recording and filing fees for the deed to the City, and to authorize the Mayor to execute any documents necessary to effectuate the same?

Agenda Item #11

RE: Request for Approval to Settle and Pay Claim of National General Insurance A/S/O  
National Overhead Door Incorporated

PO Box 1623, Winston-Salem, NC 27102

Council Members:

Date Claim Filed:	May 9, 2016
Date Action Commenced:	N/A
Date of Occurrence:	April 4, 2016
Location:	Wastewater Treatment Plant parking lot
Nature of Claim:	City plow struck parked vehicle
City Driver:	Art Curcione
Status of Action:	Claim Stage
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$2114.40
Make Check Payable to:	National General Insurance
Conditions:	General Release to City, approved by Corporation Counsel.

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

Agenda Item #12

RE: Request for Approval to Settle and Pay Claim of Travelers Insurance Company A/S/O  
Seritta Richardson  
PO Box 5076, Hartford, CT 06102-5076

Council Members:

Date Claim Filed:	October 4, 2016
Date Action Commenced:	N/A
Date of Occurrence:	September 5, 2016
Location:	Intersection of Niagara Avenue & Hyde Park Blvd
Nature of Claim:	Automobile damage in accident with city vehicle
City Driver:	Brendan Gee
Status of Action:	Claim Stage
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$1317.55
Make Check Payable to:	Travelers Insurance Company
Conditions:	General Release to City, approved by Corporation Counsel.

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

Agenda Item #13

**RELATIVE TO THE 2017 CITY COUNCIL MEETING SCHEDULE**

BY:

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

**BE IT RESOLVED**, by the City Council of the City of Niagara Falls, New York, that it hereby adopts the schedule of dates below as the official schedule of meeting dates for the Niagara Falls City Council for 2017; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Niagara Falls will hold its work sessions at 5:00 PM, and its legislative sessions at 6:00 PM on the dates listed below.

January 9
January 23
February 6
February 21 (Tuesday)
March 6
March 20
April 3
April 17
May 1
May 15
May 30 (Tuesday)
June 12
June 26

July 10
July 24
August – Recess
September 5 (Tuesday)
September 18
October 2
October 16
October 30
November 13
November 27
December 11
December 26 (Tuesday)
January 1, 2018 – Organizational Meeting

Agenda Item #14

RESOLUTION RELATIVE TO AMENDING CHAPTER 365  
OF THE CODIFIED ORDINANCES ENTITLED  
“TAXICABS AND TAXICAB DRIVERS”

Council Chairman Andrew Touma

Council Member Kenny Tompkins

Council Member Charles Walker

BE IT RESOLVED by the City Council of Niagara Falls, New York that Chapter 365 of the Codified Ordinances entitled Taxicabs and Taxicab Drivers is hereby amended to read as follows on the next page:

## CHAPTER 365

### Taxicabs, [and] Taxicab Drivers, Liveries and Livery Drivers

365.00 Legislative Findings and Declarations.	365.23 Consideration of Application.
365.01 Definitions.	365.24 Issuance of License; Duration and Annual Fee.
365.02 Taxicab Medallion and Registration Permit Required; <u>Livery Registration and Permit Required</u>	365.25 License Period. 365.26 Display of License. 365.27 Dress, Behavior and Grooming of Taxicab Drivers <u>and Livery Drivers</u> and Use of Radio.
365.03 Applicability of Chapter.	365.28 Suspension and Revocation of Driver's License.
365.04 Number of Taxicab Medallions Limited.	365.29 Notice to Driver.
365.05 Public Hearing.	365.30 Failure to Comply with City, State and Federal Laws.
365.06 Application for Medallions and Driver's Licenses <u>and Livery Permit.</u>	365.31 Designation of Taxicabs.
365.07 Taxicab Medallion.	365.32 Taximeter Required.
365.08 Transferability of Taxicab Medallions.	365.33 Periodic Inspections of Taximeter Required.
365.09 Medallion Fees.	365.34 Rates of Fare; Rate Card Required.
365.10 Taxicab <u>and Livery</u> Registration Permit.	365.35 Open Stands Established; Use and Parking.
365.11 Taxicab <u>and Livery</u> Registration Permit Fees.	

365.12 Application for Taxicab <u>and Livery</u> Registration Permit.	365.36 Solicitation, Acceptance and Discharge of Passengers.
365.13 Liability and Worker's Compensation Ins. Required.	365.37 Receipts.
365.14 Inspection of Vehicles.	365.38 Refusal of Passenger to Pay Legal Fare.
365.15 Emergency Taxicab <u>and Livery</u> Registration Permits.	365.39 Direct Routes.
365.16 Schedule of Rates; Display.	365.40 Taxicab Service.
365.17 Suspension and Revocation of Medallion and Taxicab Registration Permit <u>or Livery Registration Permit.</u>	365.41 Manifests.
365.18 Taxicab Driver's License <u>and Livery</u> <u>Driver's License.</u>	365.42 Service Contract Reports.
365.20 Application for Driver's License <u>and Livery Driver's License.</u>	365.43 Transferring the Taxicab Vehicle.
365.21 Examination of Applicant.	365.44 Appeal.
365.22 Police Investigation of Applicant.	365.45 Police Department; Duty to Enforce Chapter.
	365.46 Penalty.
	365.99 Separability.

#### 365.00 LEGISLATIVE FINDINGS AND DECLARATION.

(a) It is hereby determined by the City Council and the City Officials that the taxicab and livery industry is an integral and vital element which is necessary to assure adequate and safe public transportation for our residents and visitors.

(b) It is also determined that the taxicab and livery industry is especially suited for inclusion in the Convention and Visitors Bureau, the Chamber of Commerce and all City meetings and functions related to public transportation and tourism issues.

(c) It is found that a spirit of mutual cooperation and public pride exists between the taxicab and livery industry and other governmental and civic organizations and that it is essential that goodwill be maintained amongst all.

(d) It is also found that reasonable standards and regulations relating to the number of taxicabs and livery vehicles, the number and location of taxicab stands and the condition and appearance of the taxicab and livery vehicles and drivers are needed to assure fairness and to promote the public health, safety and welfare.

#### 365.01 DEFINITIONS.

The following words and phrases, when used in this chapter, have the meanings as set out herein:

(a) "Person" means and includes an individual, a corporation or other legal entity, a partnership and any incorporated association.

(b) "Street" means and includes any street, avenue, alley, court, bridge or public thoroughfare within the City.

(c) "City" means the City of Niagara Falls, New York.

(d) "Taxicab" means a motor vehicle regularly engaged in the business of carrying passengers for hire, having a seating capacity of less than seven persons and not operated on a fixed route.

(e) **"Livery" means every motor vehicle, other than a taxicab or a bus, used in the business of transporting passengers for compensation. However, it shall not include vehicles which are rented or leased without a driver.**

**[(e)](f)** "Cruising" means the driving of a taxicab on the streets of the City in search of or soliciting prospective passengers for hire.

**[(f)](g)** "Taxicab **and livery** registration permit" means the permit issued by the Superintendent of Police to a taxicab medallion owner **and livery owner** which evinces that the operating taxicab **or livery** has fulfilled the annual inspection and registration requirements as mandated by this Ordinance.

**[(g)](h)** "Driver's license" means the permission granted by the City to a person to drive a taxicab **or livery** upon the streets of the City.

**[(h)](i)** "Taximeter" means a meter instrument or device attached to a taxicab which measures mechanically the distance driven and the waiting time upon which the fare is based.

**[(i)](j)** "Waiting time" means the time when a taxicab is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act or fault of the passenger or passengers.

**[(j)](k)** "Open stand" means a public place alongside the curb of a street in the City which has been designated by the City as reserved exclusively for the use of taxicabs.

**[(k)](l)** "Owner" means any person owning or having control of the use of a taxicab **or livery or both** upon the streets of the City.

**[(l)](m)** "Manifest" means a daily record prepared by a taxicab **or livery** driver of all trips made by such driver showing time and place of origin, destination, number of passengers and the amount of fare of each trip.

**[(m)](n)** "Rate card" means a card issued by the Superintendent of Police for display in each taxicab which contains the rates of fare then in force.

**[(n)](o)** "Medallion" means the plate issued by the City of Niagara Falls which represents the privilege given to the possessor to operate a taxicab in the City of Niagara Falls.

**365.02 TAXICAB MEDALLION AND REGISTRATION PERMIT REQUIRED; LIVERY REGISTRATION AND PERMIT REQUIRED.**

No person shall operate or permit a taxicab owned or controlled by him to be operated as a vehicle for hire upon the streets of the City without having first obtained a taxicab medallion for each vehicle desired to be operated and a

taxicab registration permit affixed to each such vehicle. **No person shall operate or permit a livery owned or controlled by him to be operated as a vehicle for hire within the City without having first obtained a livery registration permit affixed to each such vehicle.**

#### 365.03 APPLICABILITY OF CHAPTER.

The provisions of this Chapter shall apply to the operation of a taxicab **or a livery** upon the streets of the City where the point of origin of the fare, or place where the passenger is picked up, begins within the corporate limits of the City, regardless whether the point of destination is within or without the City.

The provisions of this Chapter shall not apply to the operation of a taxicab **or a livery** upon the streets of the City where the point of origin of the fare begins outside the corporate limits of the City regardless of whether the point of destination is within the City. **The provisions of this Chapter shall also not apply to a taxicab or livery that is returning a fare to a destination outside the corporate limits of the City which fare originated outside the corporate limits of the City, provided the return fare is made within 24 hours of the drop off of the originating fare.**

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#### 365.06 APPLICATION FOR **TAXICAB** MEDALLIONS. **[AND DRIVER'S LICENSE]**

(a) An application for any available taxicab medallion shall be filed with the Superintendent of Police upon forms provided by the City, and shall be verified under oath and shall furnish the following information:

(1) Name, address, age and whether applicant is a citizen of the United States, a noncitizen national of the United States, a lawful permanent resident (Alien#) or an alien authorized to work (Alien# or Admission#) and provide expiration date and if a corporation the name, address, age and whether each officer, director and shareholder is a citizen of the United States, a noncitizen national of the United States, a lawful permanent resident (Alien#) or an alien authorized to work (Alien# or Admission#) and provide expiration date.

(2) Experience of applicant in the transportation of passengers.

(3) Number of taxicab medallions desired by the applicant.

(4) The financial status of the applicant, including the amounts of all unpaid judgments against the applicant arising out of the use of a motor vehicle.

(5) The name or names of persons not an applicant, or, if a corporate applicant not an officer, director or stockholder of such corporation having an interest, financial, proprietary or other, direct or indirect, in the taxicab or the business to be licensed, or having made any loan to an applicant for such taxicab or having any lien or mortgage on such taxicab, setting forth the names and addresses of such person or persons, the nature of the interest and the date acquired.

(6) The name of any person not an applicant herein, or, if a corporate applicant, any person not an officer, director or stockholder of such corporation who shares or will share on a percentage basis, or in any way in the receipts, losses or deficiencies of the operation of the taxicab, to any extent whatsoever other than by fixed salary, setting forth the names and addresses of such persons, the nature and percentage of the share and the date acquired.

(7) Whether the applicant has previously held a taxicab medallion from any locality or a former "taxicab permit" from the City of Niagara Falls and if such medallion or permit has ever been suspended or revoked, and if so, for what cause.

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#### 365.10 TAXICAB **AND LIVERY** REGISTRATION PERMIT.

**Except as provided in Section 365.03 herein,** no taxicab **or livery** shall be operated on the streets of Niagara Falls unless it has been issued a taxicab **or livery** registration permit. Each vehicle issued a permit under this Chapter shall affix a decal, supplied by the City of Niagara Falls, to the lower right hand corner of the rear window. The permit decal must be visible at all times and not placed on tinted windows/glass. Said decals shall be issued in a distinctively different color each year as proscribed by the Superintendent of Police. Taxicab **and livery** registration permits shall be non-transferable and must be renewed annually.

#### 365.11 TAXICAB **AND LIVERY** REGISTRATION PERMIT FEES.

The annual cost of a taxicab **or livery** registration permit shall be Seventy Dollars (\$70.00). No taxicab **or livery** registration permit decal shall be issued until such fee is paid. The taxicab **or livery** registration permit shall be issued between and including the dates of June 1 and June 15 of each year and all of such permits shall expire on the anniversary date in the next calendar year, unless sooner suspended or revoked. Any owner to whom a permit is issued during the permit year shall pay the full amount of the annual permit fee. All revenues generated by the collection of taxicab **or livery** permit fees shall be budgeted for the administration and enforcement of the taxicab **and livery** ordinance. **[Permits expiring between April 1 and April 15, 1998 are hereby extended for sixty (60) days and will expire between June 1 and June 15, 1998].**

#### 365.12 APPLICATION FOR TAXICAB **AND LIVERY** REGISTRATION PERMIT.

An application for a taxicab **or livery** registration permit shall be filed with the Superintendent of Police upon forms provided by the City, and such application shall contain the following information:

- (a) Make, model type and vehicle identification number of the vehicle to be registered.
- (b) Year of manufacture and seating capacity of each vehicle.
- (c) New York State license number of each vehicle to be registered.
- (d) The color scheme and insignia to be used to designate each vehicle.

In addition to the application and filing fee, **[a taximeter certification issued within the last twelve (12) months and]** proof of liability insurance and worker's compensation insurance, if required in accordance with Section 365.13, must be submitted at the time of application; **and in the case of a taxicab, a taximeter certification issued within the last twelve (12) months.**

The Superintendent of Police shall keep records of all vehicles registered pursuant to this chapter. Said records shall include the date of original vehicle inspection and shall record any subsequent inspections of the vehicle as well as any vehicle equipment and vehicle condition violations.

#### 365.13 LIABILITY AND WORKER'S COMPENSATION INSURANCE REQUIRED.

(a) No taxicab or livery permit shall be issued or continued in operation unless there is in full force and effect a liability insurance policy issued by an insurance company authorized to do business in the State of New York, and approved by the City for each vehicle authorized in the minimum amount of Twenty-five Thousand Dollars (\$25,000) for bodily injury to any one person; in the minimum amount of Fifty Thousand Dollars (\$50,000) for injuries to more than one person which are

sustained in the same accident, and ten thousand dollars (\$10,000) for property damage resulting from any one accident. Such policy or policies shall insure to the benefit of any person who shall be injured or who shall sustain damage to property proximately caused by the negligence of a holder, his servants or agents. Such policy or policies shall be filed with the Superintendent of Police shall have at least fifteen days' written notice of such cancellation, which requirement shall be conspicuously placed on said policy or policies and any Certificate evidencing such insurance.

(b) No taxicab or livery permit shall be issued or continued in operation unless there is in full force and effect a worker's compensation insurance policy issued by an insurance company authorized to do business in the State of New York, and approved by the City for each vehicle authorized in the statutory minimum amount. This provision may be waived if the taxicab or livery owner can produce a letter from the State of New York within the last twelve (12) months confirming that the taxicab or livery owner does not need worker's compensation insurance.

#### 365.14 INSPECTION OF VEHICLES.

Prior to the use and operation of any vehicle and the issuance of a taxicab or livery registration permit under the provisions of this chapter, such vehicle shall be thoroughly and carefully examined and inspected by the Police Department and must be found to comply with such reasonable rules and regulations as may be prescribed by the Superintendent of Police. These rules and regulations shall be promulgated to provide safe and comfortable transportation and shall specify such safety equipment and regulatory devices as the Superintendent of Police shall deem necessary therefor.

In addition to periodic inspections by the Police Department, at such intervals as shall be established by the Superintendent of Police, taxicab and livery vehicles are subject to on-the-spot "no notice" inspections by police officers. Inspections shall not be instigated nor take place while a fare is present. Such inspections shall require, but are not limited to, the following vehicular standards:

- (a) All vehicles shall have current New York State Inspection Certificates.
- (b) The exterior of the vehicles shall be generally clean and free from rust and damage.
- (c) The vehicle paint must be applied in a professional manner. Automobile make insignias and vehicle chrome shall not be painted over.
- (d) Vehicles must be completely assembled and shall not be structurally altered from the manufacturer's design including, but not limited to, having the lights, exhaust system, fenders and bumpers properly attached.

(e) Any lettering or company logo applied to the exterior of the vehicle must be professionally air-brushed or neatly stenciled upon the vehicle. A decal insignia shall be considered an acceptable substitute for the above requirement.

(f) The interior of the vehicle must be kept clean and sanitary, and shall be free of all litter and debris.

If a vehicle has been involved in an accident causing physical damage so as to violate the above vehicle standards, it shall not be automatically excluded from service, if the vehicle can still be operated safely. The taxicab or livery owner shall have 24 hours to have the vehicle evaluated by the Police Department, in order to determine if the vehicle should be taken out of service or to determine the exact date repairs will be made. If a vehicle is taken out of service on account of the police inspection of damage, the taxicab or livery owner shall be notified in writing.

(g) A violation of any of the above vehicle standard requirements will be punishable by a fine of not more than Two Hundred Fifty Dollars (\$250.00) for each offense. Each day a violation continues shall constitute a separate offense.

#### 365.15 EMERGENCY TAXICAB AND LIVERY REGISTRATION PERMITS.

The Mayor may, in case of a declared public emergency or necessity, waive or modify any or all of the requirements of this chapter and may issue a temporary permit for the operation of any vehicle defined in this chapter upon the streets of the City without a public hearing, such permit to be revocable at any time with by the Mayor or his designee.

#### 365.16 SCHEDULE OF RATES FOR TAXICABS; DISPLAY.

There shall be displayed in the passenger's compartment of each taxicab in full view of the passengers, a card not less than four inches by six inches in size, which shall have plainly printed thereon the name of the owner or the [fictitious] name under which such owner operates the business, the address and telephone number of such owner and a correct schedule of the rates to be charged for conveyance in such vehicle. Such card shall be approved as to form by the Superintendent of Police before being so displayed. A true and correct copy of the card, as approved, shall be filed with the Superintendent of Police.

#### 365.17 SUSPENSION AND REVOCATION OF MEDALLION AND TAXICAB REGISTRATION PERMIT OR LIVERY REGISTRATION PERMIT.

A taxicab medallion or taxicab registration permit or livery registration permit issued under the provisions of this chapter, may be revoked or suspended by the City Administrator, if the owner thereof has:

(a) Violated any material provisions of this chapter.

(b) Falsified any information on the application or failed to notify the Superintendent of Police of any material change of status from that indicated in the application.

(c) Abandoned the taxicab medallion or taxicab registration permit or livery registration permit. The medallion or permit shall be deemed abandoned when a taxicab assigned a medallion or taxicab registration permit or livery issued a livery registration permit has not been regularly operated as a taxicab or livery for a period of six (6) months, or

(d) Conducted himself in a manner indicating he is not a fit and proper person to hold such an owner's medallion or taxicab registration permit or livery registration permit.

In the event any person to whom an owner's medallion or taxicab registration permit **or livery registration permit** is issued has such medallion or permit suspended on three separate occasions, such medallion or permit shall be revoked. Whenever any medallion shall be revoked, the same shall be surrendered to the Superintendent of Police. If the medallion is suspended, the same shall be surrendered to the Superintendent of Police and retained by him until the suspension period expires. In the case of suspension or revocation of the taxicab registration permit **or livery registration permit**, the identifying decal shall be immediately removed.

Prior to suspension or revocation, the owner shall be given written notice of the proposed action to be taken together with a statement of the basis therefor and shall have an opportunity to be heard by the City Administrator within two weeks of receiving said written notice. No suspension or revocation shall be effective until a written decision of the Administrator is filed in the Office of the City Clerk.

#### 365.18 TAXICAB DRIVER'S LICENSE **AND LIVERY DRIVER'S LICENSE.**

**Except as provided in Section 365.03 of this Chapter,** no person shall operate a taxicab for hire **or livery** upon the streets of the City and no person who owns or controls a taxicab **or livery** shall permit it to be so driven, and no taxicab **or livery** licensed by the City shall be driven at any time for hire unless the driver of such taxicab **or livery** shall have first obtained and shall have then in force a taxicab driver's license **or livery driver's license** issued under the provisions of this chapter. **This prohibition shall not apply to a taxicab or livery driver who is returning a fare to a destination outside the corporate limits of the City which fare originated outside the corporate limits of the City, provided the return fare is made within 24 hours of the drop off of the originating fare.**

#### 365.20 APPLICATION FOR **TAXICAB** DRIVER'S LICENSE **AND LIVERY DRIVER'S LICENSE.**

An application for a taxicab driver's license **or livery driver's license** shall be filed with the Superintendent of Police on forms provided by the City, and such application shall be verified under oath and shall contain the following information:

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Any false statements made by the applicant on the application for a taxicab driver's license **or livery driver's license** shall be sufficient cause for the refusal of the issuance of a taxicab driver's license **or livery driver's license** to such applicant, or shall be sufficient cause for the revocation or suspension of a taxicab driver's license **or livery driver's license** after the issuance of same.

**Upon request, a person who has been issued a taxicab driver's license by the City may request from the Superintendent of Police, on forms provided by the City, a livery driver's license. Provided the taxicab driver's license is valid and has not been revoked or suspended, a livery driver's license shall be issued for no additional fee.**

**Upon request, a person who has been issued a livery driver's license by the City may request from the Superintendent of Police, on forms provided by the City, a taxicab driver's license. Provided the livery driver's license is valid and has not been revoked or suspended, a taxicab driver's license shall be issued for no additional fee.**

#### 365.21 EXAMINATION OF APPLICANT.

Before licensing, all taxicab drivers **and livery drivers** must undergo a local orientation program of up to two hours coordinated by the Niagara Tourism & Convention Corporation (NTCC). Prior to the issuance or renewal of a license, each driver must successfully complete a test of the information covered during the program. The applicant is responsible to pay any fee incurred by the NTCC for administering the test. Such program shall include, but is not limited to, the geography of the City, traffic laws and regulations and public relations and appearance.

#### 365.22 POLICE INVESTIGATION OF APPLICANT.

The Police Department of the City shall conduct an investigation of each applicant for a taxicab driver's license **and livery driver's license**, and a report of such investigation and a copy of the traffic and police record of the applicant, if any, shall be attached to the application for the consideration of the Superintendent of Police.

#### 365.23 CONSIDERATION OF APPLICATION.

The Superintendent of Police shall, upon consideration of the application and the reports and certificate required to be attached thereto, in his discretion, approve or reject the application. If the application is rejected, the applicant may request a personal appearance before the Superintendent of Police to offer evidence why his application should be reconsidered.

#### 365.24 ISSUANCE OF LICENSE; DURATION AND ANNUAL FEE.

Upon approval of an application for a taxicab driver's license **or livery driver's license**, the Superintendent of Police shall issue a license to the applicant which shall bear the name, address, age, signature and photograph of the applicant, issuance number, date of expiration and the name of the owner for which such driver is authorized to operate a vehicle. Such license shall be valid only so long as the driver continues in the employ of such owner. Upon the termination of any driver's employment, the owner by whom such driver has been employed shall immediately give the Superintendent of Police written notice of such termination, the reasons therefor, and shall forthwith surrender the driver's license to the Superintendent of Police for cancellation.

Such license shall be in effect for the remainder of the calendar year. A license for every calendar year thereafter shall be issued upon the payment of Fifty Dollars (\$50.00), unless the license for the preceding year has been revoked.

#### 365.25 LICENSE PERIOD.

A taxicab driver's license **or livery driver's license** shall be issued as of January 1st in each year and shall be valid to and including December 31st of that same year unless sooner suspended or revoked. Any driver to whom a license is issued during the license year shall pay the full amount of the annual license fee.

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#### 365.27 DRESS, BEHAVIOR AND GROOMING OF TAXICAB DRIVERS **AND LIVERY DRIVERS** AND USE OF RADIO FREQUENCY.

(a) Each driver shall make a presentable appearance while operating taxicabs **and liveries** in the City of Niagara Falls, and shall be clean, well-groomed, neatly dressed, and conduct himself or herself in a professional, courteous manner. Every driver shall be required to wear a shirt with a collar.

(b) Each driver shall be permitted to use only the radio frequency that is used by the company the driver is affiliated with. The monitoring of another cab **or livery** company's frequency is strictly prohibited and will lead to sanctions against the driver and/or company the driver is affiliated with.

#### 365.28 SUSPENSION AND REVOCATION OF DRIVER'S LICENSE.

A taxicab driver's license **or livery driver's license** may be suspended for the following reasons:

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No driver or operator whose license has been revoked shall be eligible to be licensed as a taxicab driver **or livery driver** in the City for a period of three (3) years, unless otherwise prohibited by Section 365.19 of this Chapter.

#### 365.29 NOTICE TO DRIVER.

A taxicab driver's license **or livery driver's license** shall be deemed to be suspended or revoked as of the third day after the Superintendent of Police shall cause to be deposited in the United States Post Office within the City, a registered letter giving notice of such revocation or suspension, and directed to the person named and to the address given on the application pursuant to which such license was issued. **In the event a person has both a taxicab driver's license and a livery driver's license, a suspension or revocation of one license has the effect of suspending or revoking the other license.**

#### 365.30 FAILURE TO COMPLY WITH CITY, STATE AND FEDERAL LAWS.

Every driver licensed under this chapter shall comply with all City, State and Federal laws. Failure to do so will justify the suspension or revocation of a license.

#### 365.31 DESIGNATION OF TAXICAB.

The taxicabs of every owner operating a taxicab within a City shall be of a color scheme and bear the owner's trade name, monogram or insignia which are clearly and easily distinguishable from the color scheme, owner's trade name, monogram or insignia used on the taxicabs of any other owner's already operating under this chapter. No change whatever in the color scheme or distinguishing characteristics of any taxicab shall be made without written permission from the Superintendent of Police, and it shall be unlawful for any person soliciting patronage from any vehicle described in this chapter to represent by word, sign or insignia that the vehicle for which he is soliciting such patronage is a vehicle owned or operated by other than the actual owners.

Every taxicab operated within the City shall bear the following identification: the owner's trade name, monogram or insignia, together with a cab number and the owner's telephone number or numbers painted upon the metal portion of the outside of each side of the taxicab and the cab number and owner's telephone number or numbers painted upon the outside rear panel of the taxicab. All lettering mentioned in this paragraph shall be not less than two and one-quarter

inches in height and not less than five-sixteenths inch stroke. In addition to the identification hereby required, taxicabs may bear the following signs or advertisements:

- (a) A metal sign bearing the words "For Hire", and being no larger than six inches by nine inches;
- (b) A sign attached to the top of the cab bearing the word "Vacant" and being no larger than two and one-half inches by nine inches, and
- (c) Advertisements not exceeding twelve square feet in total area, subject to the rules and regulations of the Superintendent of Police.

If, after a permit has been issued for a taxicab hereunder, any portion of this section is violated in such a manner as to be misleading or deceiving to the public, the Superintendent of Police in his discretion, may suspend or revoke the permit of the owner covering such taxicab or taxicabs.

**(d) This section shall not apply to liveries operating in the City.**

#### 365.32 TAXIMETER REQUIRED.

All taxicabs operated under the authority of this chapter shall be equipped with taximeters fastened in front of the passengers, visible to them at all times day and night; and, after sundown, the face of the taximeter shall be illuminated. Such taximeter shall be operated mechanically by a mechanism of standard design and construction, driven either from the transmission or from one of the front wheels by a flexible and permanently attached driving mechanism. No taximeter shall be operated from any wheel to which power is applied. They shall be sealed at all points and connections which, if manipulated, would affect their correct reading and recording. Each taximeter shall have thereon a flag to denote when the vehicle is employed and when it is not employed, and it shall be the duty of the driver to throw the flag of such taximeter into a non-recording position at the termination of each trip. The taximeters shall be subject to inspection from time to time by the Police Department. Any inspector or other officer of the Police Department is hereby authorized either on complaint of any person or without such complaint, to inspect any meter and, upon discovery of any inaccuracy therein, to notify the person operating such taxicab to cease operation. Thereupon, such taxicab shall be kept off the streets, until the taximeter is repaired and in the required working condition.

**This section shall not apply to liveries operating in the City.**

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### 365.35 OPEN STANDS ESTABLISHED; USE AND PARKING.

The Traffic Engineer is hereby authorized and empowered to establish open taxi stands for the exclusive use of taxicabs in such places upon the streets of the City as he deems necessary. In creating an open stand, the Traffic Engineer shall take into consideration the need for such stands by the taxicab owners and the convenience to the general public. He shall prescribe the number of taxicabs that shall occupy such open stands. The Traffic Engineer shall not create an open stand in front of any place of business where the abutting property owners object to the same or where such open stand would tend to create a traffic hazard. Such open stands shall be designated by appropriate signs or curb markings as the Traffic Engineer shall determine.

Open stands shall be used by the different drivers on a first come, first serve basis. The driver shall pull into the open stand from the rear and shall advance forward as the vehicles ahead pull off. A driver shall be in attendance at every taxicab parked in an open taxi stand. Nothing in this chapter shall be construed as preventing a passenger from boarding the vehicle of his choice that is parked at an open stand.

No owner or driver of a taxicab shall stand or park such vehicle at any place on a public street other than an open stand, except for the purpose of discharging or receiving passengers.

No person shall park or stand any vehicle other than a taxicab in an open taxi stand.

**Liveries may not utilize open taxi stands for parking or for any other purpose.**

### 365.36 SOLICITATION, ACCEPTANCE AND DISCHARGE OF PASSENGERS.

No driver shall solicit passengers for a taxicab except when sitting in the driver's compartment of such taxicab or while standing immediately adjacent to the curb side thereof. **No driver of a livery may solicit passengers for a livery.** The driver of any taxicab shall remain in the driver's compartment or immediately adjacent to his vehicle at all times when such vehicle is upon the public street, except that, when necessary, a driver may be absent from his taxicab for not more than ten consecutive minutes, and provided further that nothing herein contained shall be held to prohibit any driver from alighting to the street or sidewalk for the purpose of assisting passengers into or out of such vehicle.

No driver shall solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoy any person or obstruct the movement of any persons, or follow any person for the purpose of soliciting patronage.

Drivers of taxicabs **and liveries** shall not receive or discharge passengers in the roadway but shall pull up to the right hand sidewalk as nearly as possible, or in the absence of a sidewalk, to the extreme right hand side of the road, and there receive or discharge passengers, except upon one-way streets where passengers may be discharged at either the right or left hand sidewalk or side of the roadway, in the absence of a sidewalk.

No driver shall cruise in search of passengers, except in such areas and at such time as shall be designated by the Traffic Engineer. Such areas and times shall only be designated when the Traffic Engineer finds that taxicab cruising would not congest traffic or be dangerous to pedestrians and other vehicles.

No driver, owner or operator shall solicit passengers at the terminal of any other common carrier, not at any intermediate points along any established route of any other common carrier.

No driver shall permit any other person to occupy or ride in such taxicab unless the person or persons first employing the taxicab shall consent to the acceptance of an additional passenger or passengers. No charge shall be made for an additional passenger except when the additional passenger rides beyond the previous passenger's destination, and then only for the additional distance so traveled.

No driver shall permit more persons to be carried in a taxicab as passengers than the rated seating capacity of his taxicab, as stated in the permit for such vehicle. A child in arms shall not be counted as a passenger.

No driver shall refuse or neglect to convey any orderly person or persons, upon request, unless previously engaged or unable or forbidden by the provisions of this chapter to do so.

It shall be a violation of this chapter for any driver of a taxicab to solicit business for any hotel, or to attempt to divert patronage from one hotel to another. Neither shall such driver engage in selling intoxicating liquors or soliciting business for any immoral purpose, or use his vehicle for any purpose other than the transporting of passengers.

#### 365.37 RECEIPTS.

The driver of any taxicab **or livery** shall, upon demand by the passenger, render to such passenger a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the owner, license number or motor number, amount of meter reading or charges, and date of transaction.

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#### 365.41 MANIFESTS.

Every driver **of a taxicab and livery** shall maintain a daily manifest upon which are recorded all trips made each day, showing the time and place of origin, the destination of each trip and amount of fare, and all such completed manifests shall be returned to the owner by the driver at the conclusion of his tour of duty. The forms for each manifest shall be furnished to the driver by the owner, and shall be of a character approved by the Superintendent of Police.

Every owner of a permit shall retain and preserve all drivers' manifests in a safe place for at least the calendar year next preceding the current calendar year, and such manifests shall be available to the Superintendent of Police.

#### 365.42 SERVICE CONTRACT REPORTS.

It shall be mandatory for all owners to file with the Superintendent of Police, copies of all contracts, agreements, arrangements, memoranda or other writings relating to the furnishing of taxicab **or livery** service to any hotel, theater, hall, public resort, terminal or other place of public gathering, whether such arrangement is made with the owner or any corporation, firm or association with which the owner may be interested or connected. Failure to file such copies within seven days shall be sufficient cause for the revocation of a permit of any offending owner or the cancellation of any cab stand privileges.

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Bold and Underlining indicate **Additions**.

Bold and Brackets indicate **[Deletions]**.

