

February 8, 2016

Monday – February 8, 2016 Council Meeting

PRESENTATIONS:

1. 2016 Home Ownership Auction (dates and process).
Seth Piccirillo - Director, Community Development

ADMINISTRATIVE UPDATE:

None

Agenda Item #1

The following claims have been filed in the Office of the City Clerk during the month of January 2016. The claims were subsequently referred to the Office of the Corporation Counsel.

NOTICE OF CLAIM

Falcone, Theresa
412 72nd Street
c/o Joseph (Jed) E. Dietrich, III, Esq.
The Dietrich law Firm P.C.

In reference to personal injuries

Hill, Mashama Jabari
3507 Royal Avenue

In reference to personal issues.

Hill, Mashama J.
3507 Royal Avenue

In reference to personal issues.

Huelin Jr., Thomas
22 F Jordan Gardens

In reference to total loss of vehicle caused by City vehicle.

Waters & Kraus LLP
c/o Leslie MacLean, Esq.
individuals
See names attached

In reference to personal injury and/or damage to property or loss of property for the

Included on the attached list

Edwards, Irma
515 ½ 4th Street

In reference to personal issues.

Hill, Mashama J.
3507 Royal Avenue

In reference to personal issues.

Philbrick IV, Guy S.
c/o Lipsitz Green Scime Cambria LLP

In reference to personal injuries.

CECOS International, Inc., f/k/a NEWCO
Chemical Waste Services, Inc.
Underlying Action: Amanda Bach,
Individually and as P/N/G of
Treyton Kreutz, infant
c/o Webster Szanyi LLP

Claim for reimbursement against the City of Niagara Falls.

CECOS International, Inc., f/k/a NEWCO
Chemical Waste Services, Inc.
Underlying Action: Amanda Bach,
Individually and as P/N/G of
Treyton Kreutz, infant
c/o Webster Szanyi LLP

Claim for reimbursement against the City of
Niagara Falls.

CECOS International, Inc., f/k/a NEWCO
Chemical Waste Services, Inc.
Underlying Action: Quinell Anglin
c/o Webster Szanyi LLP

Claim for reimbursement against the City of
Niagara Falls.

CECOS International, Inc., f/k/a NEWCO
Chemical Waste Services, Inc.
Underlying Action: Justina Bloom
c/o Webster Szanyi LLP

Claim for reimbursement against the City
Niagara Falls.

Longo, Ernest
552 74th Street

In reference to a sewer issue caused by roots from a
city tree.

SUMMONS

Macias, Julianne
3080 Shenk Road, Apt. D
Sanborn, NY 14132
c/o Lipsitz Green Scime Cambria LLP

Index # E157729/2016

Agenda Item #2

SUBJECT: LaSalle Library Historic Side Door Replacement
CHANGE ORDER #1 -

A contract for the above referenced project was awarded to Sicoli Construction Services Inc., 4800 Hyde Park Blvd., Niagara Falls, NY, on September 15, 2015 in an amount of \$16,800.00.

The front entrance door hardware does not worked properly and prevents unlocking and entry into the building. The Contractor will change out the existing door hardware under this contract which will allow the City to be reimbursed 50% of the cost under the New York State Library Public Grant Program No. 0386-15-5720.

The total cost of all the additional work is \$546.00 bring the contract total to \$17,346.00

Therefore, it is the recommendation of the undersigned that **Change Order #1** in the amount of \$546.00 be approved. Sufficient matching funds were approved by City Council at its June 23, 2014 meeting.

Will the council vote to so approve?

Agenda Item #3

RE: *Amendment to Construction Agreement with CSX Transportation, Inc.*

Council Members:

In 2008 the City entered into a Construction Agreement with CSX Transportation, Inc. regarding rail work related to the reconstruction of the rail bridges over Main Street and the new Amtrak passenger station.

Attached is a proposed first amendment to this agreement related to work to finalize the rail connections between the rail work done by City contractors and the CSX rail system.

Funding for this is included in the project budget for the train station project.

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

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT

This First Amendment to the Construction Agreement ("**First Amendment**") is made as of January 1, 2016, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and the CITY OF NIAGARA FALLS, a body corporate and political subdivision of the State of New York ("**Agency**").

EXPLANATORY STATEMENT

1. As part of the project to construct a new Amtrak passenger rail station in Niagara Falls, New York, Agency proposed to construct, or to cause to be constructed, the demolition of the CSXT southern undergrade bridge over Main Street and the replacement of the CSXT northern undergrade bridge over Main Street at Milepost QDN-28.05 of the Albany Division and Niagara Subdivision in Niagara Falls, Niagara County, New York (the "**Original Project**"). CSXT and Agency entered into a Construction Agreement dated October 22, 2008 (the "**Construction Agreement**") which addressed the terms and conditions for the Original Project.
2. Agency has completed the Original Project and now requires services from CSXT to finalize the next phase of the work, which includes shifting CSXT mainline track and ancillary work (the "**Current Project**").
3. CSXT and Agency desire to amend the Construction Agreement to provide for the work to be performed by CSXT forces for the Current Project.
4. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Current Project and to appropriate all funds necessary to construct the Current Project.
5. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Current Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1) Part B of Appendix A of the Construction Agreement is deleted in its entirety and replaced with the following:

- Preparations of subgrade
- Shift approximately 350 TF of CSX main line
- Furnish and Install ballast
- Surface and Thermal adjust Track
- Temporarily Bond joints for Track shift
- Weld Joints
- Relocate Existing CP 28 signal and make necessary wire changes
- Dispose of existing track between Right of Way line and existing track
- Install one Close Clearance sign

2) Section 2.1 of the Construction Agreement is deleted in its entirety and replaced with the following:

CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability (including liability for labor claims associated with any work performed by Agency or its contractor as part of the Original Project or the Current Project) of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

3) A new Exhibit D setting forth CSXT's estimate of the amount of Reimbursable Expenses is attached hereto.

4) All other terms of the Construction Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

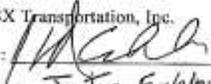
City of Niagara Falls

By: _____

Name: _____

Title: _____

CSX Transportation, Inc.

By:  _____

Name: J. Tom Echten

Title: AUP Engineering

ACCT. CODE : 709 - N/A
Pub EB - 3 NY

ESTIMATE SUBJECT TO REVISION AFTER: 7/11/15 DOT NO.: 528 003 B
CITY: Niagara Falls COUNTY: Niagara STATE: NY
DESCRIPTION: Niagara Falls Amtrak Train Station
DIVISION: Albany SUB-DIV: Niagara MILEPOST: QDN 28.0
DRAWING NO.: _____ DRAWING DATE: _____
AGENCY PROJECT NUMBER: PIN :

Task	Task Desc	Amount	Total
50	Labor Roadway		\$21,952
60	Labor Signal		\$12,895
65	Labor Signal1		
70	Labor Transportation		
200	Labor NonContract		
210	Invoice Material		\$2,149
	Material - Field & Consu		
211	Invoice Freight		
212	Invoice Contract Eng		\$12,700
215	Invoice Misc		\$6,600
216	Invoice Utilities		
220	Material New		\$14,750
	Material - Shop		
228	Scrap Credit		
230	ExpenseRpts		\$2,700
241	Invoice Rental		
900	Other		
900	Contingencies		\$7,375
	Material New		
Grand Total			\$81,121

Oracle Input

Agenda Item #4

RE: Funding for MIS Department Temporary Payroll Line

Council Members:

The Director of the MIS Department is requesting that the sum of \$2,692.00 (inclusive of FICA) be transferred from the Department's Consultant line to the Department's Temporary Payroll line. This will permit the Department to hire a temporary employee to process the Niagara County Tax bills as well as accomplish internal training of personnel.

Will the Council so approve?

Agenda Item #5

RE: Renewal of Engineering Consulting Services Agreement with Clark

Patterson Lee (“CPL”)

Council Members:

The City is in the process of attempting to recruit a full-time City Engineer. While the recruitment process has commenced, the process has not yet resulted in the City hiring a full-time City Engineer. Therefore, it is recommended that the City continue to use CPL as needed. Assuming the City is successful in recruiting and hiring a full-time City Engineer, it is anticipated that the services of CPL will continue to be needed on occasion during the transition period.

Attached hereto is a copy of the CPL Consulting Services Agreement which details the scope of work and rate schedule which calls for a “not to exceed” fee of \$94,000.00.

Funding at this time is available from the Engineering Department biweekly budget line as well as its Consultant budget line.

Will the Council so approve and authorize the Mayor to execute any documents required to effectuate this consulting services agreement which will be in form and content acceptable to the Corporation Counsel?



Clark Patterson Lee
DESIGN PROFESSIONALS

January 28, 2016

Paul A. Dyster, Mayor
City of Niagara Falls
City Hall
745 Main Street
Niagara Falls, New York 14302-0069

**RE: CITY OF NIAGARA FALLS
ENGINEERING CONSULTING SERVICES**

Dear Mayor Dyster:

We greatly appreciate the opportunity to renew Clark Patterson Lee's annual Engineering Consulting Services agreement with the City of Niagara Falls. We trust that this is a sign that we have met your expectations over the past two years.

Our physical presence in City Hall will be provided on an as-needed basis. The specific services and proper mix of personnel will be determined based on a request for assistance, and we will provide periodic (as you determine appropriate) accounting of the services rendered, and will bill on a monthly basis. There may be periods of time where no assistance by our staff is required. Your projects will receive focused personal attention, delivered by capable and energetic staff. By pairing young professionals with seasoned senior leadership, we can serve your community at a reasonable cost.

We will continue the term agreement approach with a few specific work items that will continue to address your situation, until a new City Engineer is hired. We propose to supply support services as follows:

1. Continue to maintain the project tracking system.
2. Continue to set up and coordinate a Department of Engineering staff meeting to review and update progress.
3. Continue to set up and coordinate a progress meeting with the Department of Engineering and all other City Departments with projects needing engineering review or implementation.
4. Provide a professional engineer to assist the City in all facets of engineering activities including, but not limited to design, inspection, planning, estimating, budgeting, and maintaining project schedules. This professional will operate from City Hall on an as-needed basis for the duration of the contract.
5. Assist the new City Engineer, once hired, with transitioning into his or her new role.
6. Provide you additional, highly experienced staff on an as-needed basis for additional ancillary and special projects. All work will be done with appropriate staff based on the request for assistance and billed out using the rate schedule below at a not-to-exceed fee of \$94,000.

26 Mississippi Street
Suite 300
Buffalo, NY 14203
clarkpatterson.com
800.274.9000 TEL
716.852.2120 FAX



Paul A. Dyster, Mayor
City of Niagara Falls
January 28, 2016
Page 2 of 2

Clark Patterson Lee Staff - Rate Schedule	
Rate	Month / Hourly
Daniel D. Duprey, Jr., P.E. - Principal-in-Charge	\$180
Jennifer L. Michniewicz, P.E., PTOE - Project Manager	\$120
David B. Askinazi, P.E. - Senior Highway Engineer	\$110
Jason L. Havens, P.E. - Highway Engineer	\$100
David J. Hastings, E.I.T. - Highway Engineer	\$95
Francis A. Mahaney, E.I.T. - Junior Highway Engineer	\$75
David Drexel - E.I.C. IV	\$85
David J. Hastings, E.I.T. - Senior Inspector III	\$65
Wendover "Cory" Neefus, IV, P.E. - Senior Inspector III	\$65
Zachary Anderson - Surveyor	\$65

* Proposed rates include all labor, overhead, profit, and miscellaneous expenses.

Thank you for the opportunity to work with you and the City of Niagara Falls once again. I am deeply proud of our ability to provide you with quality service at a fair rate. If you have any questions or require any additional information, please feel free to contact me via email at dduprey@clarkpatterson.com or by phone at 716.852.2100, extension 1033.

Very truly yours,

Clark Patterson Lee



Daniel D. Duprey, P.E.
President and COO

c: Craig Johnson
File

Agenda Item #6

RE: Extension of Agreement for Grant Writing Services

Council Members:

The last few years, inclusive of year 2015, 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 2016 the City extend the 2015 agreement with that same individual to provide those services. All terms and conditions are the same. Attached is a copy of the 2015 agreement together with a communication from the consultant requesting an extension. The fee for those services is not to exceed \$35,000.00. Funding is available from the 2016 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?

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT made this 31st day of December, 2014, effective the 1st 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,

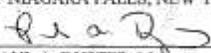
all as set forth in the Proposal.

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 31, 2015

Mr. Thomas J. DeSantis
Senior Planner
City of Niagara Falls
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, 2015. In order to maintain reporting compliance for existing grants and secure funding sources for new projects, I am proposing that our existing consultant agreement be extended for an additional year.

The past year has been a productive one. Two Consolidated Funding Applications submitted resulted in \$611,725 in grant funds awarded to the city. We successfully secured \$1,150,000 in Niagara River Greenway funds for new parks improvement projects and six grants were closed resulting in over \$700,000 in reimbursements to the City.

Several new projects have been identified for submission to funding sources. In order to ensure that these projects are submitted to all potential funding agencies and that the newly funded projects are properly administered, it is vital to maintain continuity in grants services. For this reason, I am proposing that our existing contract be renewed for another year.

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: Reorganization in Billing and Collection Department

Council Members:

The City Controller is requesting that an unfilled Billing and Collection Clerk Position be changed to the title "Finance Clerk". This title already exists. The salary is the same and is a Grade 7 classification as is the unfilled Billing and Collection Clerk position.

When this position is filled, the change in title will allow the person serving as Finance Clerk to work in Parking Violations as well as in the Finance Department in addition to the Billing and Collection Division. It will provide more flexibility depending upon which divisions of the Controller's Office are the busiest. This will also assist in the City Controller's initiative to cross-train employees as needed.

Will the Council so approve?

Agenda Item #8

RE: Retention of BPAS to Serve as Actuarial Consultant Regarding Retiree Group

Health Benefits Program

Council Members:

The City Controller is recommending that the City retain the services of BPAS to perform actuarial services required pertaining to the City's retiree group health benefits program. There are two Service Agreements in connection with this matter. The first will allow BPAS to provide interim actuarial valuation services for year ending December 31, 2015 as described in the fee schedule for an agreed upon fee of \$2,000.00 while the other agreement will allow BPAS to perform actuarial valuation services for the fiscal year ending December 31, 2016. Attached is the fee schedule for these services which shows a fee due of \$8,200.00 for a total one year period. The total fees to be paid to BPAS are \$10,200.00

Funding is available in the City Controller's budget. Attached hereto are copies of both Service Agreements.

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

SERVICE AGREEMENT

Agreement

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

Purpose

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

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

- The Sponsor will provide BPAS, as requested in a specified format and timely manner, information regarding the Plan(s) (i.e. plan provisions, plan participants, plan assets, benefit payments, etc.) in order to complete the services outlined herein. The Sponsor will take full responsibility for ensuring that the data provided is reasonable and appropriate. While BPAS will take all necessary steps in compliance with Actuarial Standards of Practice to ensure the reasonableness of the information provided, we will not perform an audit or independent verification of the information.
- Economic and demographic assumptions and methods must be determined in order to complete the services outlined herein. The Sponsor will determine all assumptions and methods necessary to complete the actuarial valuation, and assume all responsibility for ensuring those assumptions and methods are reasonable and appropriate. BPAS will provide the Sponsor with guidance and information necessary to assist in the determination of all assumptions and methods required. Please note that for the purpose of determining contribution limits, the Internal Revenue Code and ERISA require that the assumptions and methods selected must be reasonable and, in addition, offer the actuary's best estimate of anticipated experience under the Plan.
- The information contained in our report(s) will be prepared for the internal use of the Sponsor and its auditors in connection with our actuarial valuation(s). It is not intended, nor necessarily suitable, for other purposes. BPAS has no responsibility to update the report(s) for events and circumstances occurring after the date of the report(s). While BPAS may make recommendations regarding the maximum contributions to pension plans we are not tax advisors to the Sponsor and do not opine to the tax deductibility of such contributions. We suggest the sponsor consult with its tax advisors regarding the deductibility of any such contributions.

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

Disassociation or Termination of Engagement

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

Limitation of Liability

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

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

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

Resolution of Differences

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

Other Provisions

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

Collection of Fees

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

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

SERVICE AGREEMENT

Fees

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

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

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

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

Acceptance of Agreement

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

BPAS Actuarial and Pension Services, LLC



Senior Vice President, Chief Actuary

1/27/2016

Signature

Title

Date

Niagara Falls City

SIGN
HERE

Authorized Representative Signature

Title

Date

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

BPAS Actuarial and Pension Services, LLC Service Agreement
Niagara Falls City

APPENDIX A – FEE SCHEDULE

**RETIREE GROUP HEALTH BENEFITS PROGRAM
SPONSORED BY NIAGARA FALLS CITY**

Actuarial Valuation Services.....\$N/A

GASB 45 Full Actuarial Valuation for the fiscal year ending 12/31/2015

- Analysis of census data.
- Analysis of plan provisions and development of per capita claims costs.
- Calculation of Actuarial Accrued Liability as of the beginning of the fiscal year.
- Determination of Annual OPEB Cost for the fiscal year.
- Preparation of the actuarial valuation report detailing the results of the valuation.
- Determination of the Net OPEB Obligation at fiscal year end.
- Development of Required Supplemental Information and Notes to the Financial Statements to be included on the financial statements.
- Projection of Actuarial Accrued Liability and Annual OPEB Cost for the next fiscal year.

Interim Actuarial Valuation Services \$2000

GASB 45 Interim Actuarial Valuation for the fiscal year ending 12/31/2015

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

APPENDIX B

YOUR ENGAGEMENT TEAM – FAIRPORT & SYRACUSE OFFICES

Name	Title	Telephone Number	Email Address
Kathleen S. Cost	Senior Consultant	(585) 598-5432	kcost@bpas.com
Daniel G. Megelick	Consultant	(315) 703-8917	dmegelick@bpas.com
Thomas Jarrold	Associate	(315) 703-8949	tjarrold@bpas.com

About BPAS

BPAS is a national provider of retirement plan administration and related services. We serve more than 4,000 retirement plans and 400,000 participants through partnerships with financial advisors and hold more than \$19 billion of assets under custody. With our breadth of services, we are well positioned to help our clients solve their benefit plan challenges without juggling lots of providers to get there.

Our family of services include: BPAS Plan Administration & Recordkeeping Services, BPAS Actuarial and Pension Services, BPAS TPA Services, BPAS Fiduciary Services, BPAS Healthcare Consulting Services, BPAS VEBA & HRA/HSA Services, BPAS AutoRollovers & MyPlanLoan Services, Hand Benefits & Trust (a BPAS Company), and BPAS Trust Company of Puerto Rico.

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

With ten offices across the nation and 260 retirement plan professionals, we are committed to "Solving Tomorrow's Benefit Challenges Today."

Look to BPAS for all of your retirement and benefit plan administration needs. One company. One call.

SERVICE AGREEMENT

Agreement

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

Purpose

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

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

- The Sponsor will provide BPAS, as requested in a specified format and timely manner, information regarding the Plan(s) (i.e. plan provisions, plan participants, plan assets, benefit payments, etc.) in order to complete the services outlined herein. The Sponsor will take full responsibility for ensuring that the data provided is reasonable and appropriate. While BPAS will take all necessary steps in compliance with Actuarial Standards of Practice to ensure the reasonableness of the information provided, we will not perform an audit or independent verification of the information.
- Economic and demographic assumptions and methods must be determined in order to complete the services outlined herein. The Sponsor will determine all assumptions and methods necessary to complete the actuarial valuation, and assume all responsibility for ensuring those assumptions and methods are reasonable and appropriate. BPAS will provide the Sponsor with guidance and information necessary to assist in the determination of all assumptions and methods required. Please note that for the purpose of determining contribution limits, the Internal Revenue Code and ERISA require that the assumptions and methods selected must be reasonable and, in addition, offer the actuary's best estimate of anticipated experience under the Plan.
- The information contained in our report(s) will be prepared for the internal use of the Sponsor and its auditors in connection with our actuarial valuation(s). It is not intended, nor necessarily suitable, for other purposes. BPAS has no responsibility to update the report(s) for events and circumstances occurring after the date of the report(s). While BPAS may make recommendations regarding the maximum contributions to pension plans we are not tax advisors to the Sponsor and do not opine to the tax deductibility of such contributions. We suggest the sponsor consult with its tax advisors regarding the deductibility of any such contributions.

Terms of Engagement

Entire Agreement

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

Responsibilities of the Client

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

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

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

Responsibilities of BPAS Actuarial and Pension Services

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

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

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

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

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

Electronic Communications

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

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

Engagement Limitations

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

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

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

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

SERVICE AGREEMENT

Fees

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

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

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

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

Acceptance of Agreement

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

BPAS Actuarial and Pension Services, LLC



Senior Vice President, Chief Actuary

1/27/2016

Signature

Title

Date

Niagara Falls City

SHOW
HERE

Authorized Representative Signature

Title

Date

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

BPAS Actuarial and Pension Services, LLC Service Agreement
Niagara Falls City

APPENDIX A – FEE SCHEDULE

**RETIREE GROUP HEALTH BENEFITS PROGRAM
SPONSORED BY NIAGARA FALLS CITY**

Actuarial Valuation Services..... \$8,200

GASB 45 Full Actuarial Valuation for the fiscal year ending 12/31/2016

- Analysis of census data.
- Analysis of plan provisions and development of per capita claims costs.
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Interim Actuarial Valuation ServicesN/A

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APPENDIX B

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Kathleen S. Cost	Senior Consultant	(585) 598-5432	kcost@bpas.com
Daniel G. Megelick	Consultant	(315) 703-8917	dmegelick@bpas.com
Thomas Jarrold	Associate	(315) 703-8949	tjarrold@bpas.com

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Look to BPAS for all of your retirement and benefit plan administration needs. One company. One call.

Agenda Item #9

RE: Resolution 2016-4

Please be advised that Mayor Paul A. Dyster, on January 26, 2016, duly approved the following:

Resolution 2016-4, relative to amending Chapter 171.01 of the Codified Ordinances entitled "Benefits of Employees not covered by Collective Bargaining Agreements".

Agenda Item #10

10



City of Niagara Falls, New York

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

TO: CITY COUNCIL MEMBERS
FROM: CAROL A. ANTONUCCI
CITY CLERK
DATE: FEBRUARY 3, 2016
RE: RESOLUTION 2016-5

Please be advised that Mayor Paul A. Dyster, on January 26, 2016, Vetoed the above mentioned Resolution.

Shall the Council consider the override of the Mayor's Veto of Resolution 2016-5, relative to amending Chapter 171, Section .05a Health Insurance entitled "Benefits of Employees not Covered by Collective Bargaining Agreements"?

FEB 08 2016

Grandinetti _____ Scott _____ Tompkins _____ Walker _____ Touma _____



City of Niagara Falls, New York

RESOLUTION 2016-5

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

Council Member Kenneth M. Tompkins

BE IT RESOLVED by the City Council of Niagara Falls, New York that Chapter 171 of the Codified Ordinances entitled ABenefits of Employees Not Covered by Collective Bargaining Agreements@ is hereby amended by amending Section 171.05 to read as follows:

171.05 HEALTH INSURANCE.

a. The City shall provide group health and dental insurance as provided for under the City's "Health Care Memorandum of Understanding", agreed to be the City's Health Care Committee and adopted by the City Council January 17, 2006. The Blue Cross/Blue Shield PPO is the current health insurance plan under the MOU and Delta Dental Premier is the current dental plan. **City Council members first elected after January 1, 2016 or re-elected, after a separation from service as a City Council member after January 1, 2016, will not be entitled to any benefit contained in the City's "Health Care Memorandum of Understanding", including, but not limited to, health and dental insurance and any health insurance opt-out payment.**

. . .

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

Witness my hand and seal this
12th day of January 2016

Carol A. Antonucci
City Clerk

Mayor's Approval _____

Mayor's Veto /s/ Paul A. Dyster _____

Date 01262016 _____



City of Niagara Falls, New York

PO Box 69, Niagara Falls, NY 14302-0069

January 27, 2015

Mayor Paul Dyster Veto Statement – Council Resolution 2016-5

Today I returned council resolution 2016-5, sponsored by Councilmember Tompkins and passed by the Council on January 11, 2016 to the City Clerk, with my veto. The resolution would eliminate health insurance coverage for any city council member elected after January 1, 2016. While I applaud the council's attempt to pursue any and all means to save taxpayer dollars, I view this particular resolution as well intentioned, yet not in the best interest of the.

Having a city government that is both diverse and representative of the community is an essential part of a thriving community and an effective city government. Providing a compensation and benefit package which is both fair and responsible is an important factor to ensuring we attract candidates with diverse backgrounds and viewpoints. I am concerned that the elimination of the health care benefit would significantly narrow the pool of interested and qualified candidates for future office.

I recognize that there are separate but related issues at play here, including the health care opt out and the appropriate level of compensation for council members. I look forward to future dialogue with the council as it continues its work on this issue.

RESOLUTION 2016

RELATIVE TO

AUTHORIZING THE USE OF CITY BUILDINGS AS POLLING PLACES

FOR ANNUAL SCHOOL BOARD ELECTION

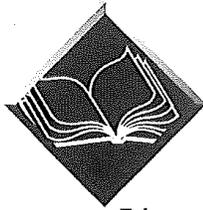
BY:

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

WHEREAS, the annual Niagara Falls City School District election will be held on Tuesday, May 17, 2016; and

WHEREAS, the Niagara Falls City School District requests the use of several city buildings as polling places for this election,

NOW, THEREFORE, BE IT RESOLVED, that the Niagara Falls City Council does hereby approve the request outlined in the attached letter from the Niagara Falls City School District.



School District of the City of Niagara Falls, New York

630 66th Street ♦ Niagara Falls, NY 14304 ♦ (716) 286-4211 ♦ Fax: (716) 286-4283

Sent via E-mail 2/2/16

February 2, 2016

City Council
c/o Ms. Bridgette Myles
City Hall, 745 Main St., Rm 202
Niagara Falls, NY 14301

Ladies and Gentlemen:

The annual School Election will be held on **Tuesday, May 17, 2016**. We are requesting approval for the use of the polling places listed below:

<u>Legislative District</u>	<u>Election District</u>	<u>Polling Places</u>
3	5	LaSalle Senior Center 9501 Colvin Blvd.
4	5 & 6	Niagara Falls Public Library 1425 Main Street
5	5 & 6	John Duke Senior Citizen 1201 Hyde Park Boulevard
6	5	City Hall 745 Main Street

It will be appreciated if approval of this request could be obtained at your next Council Meeting so that we may proceed with the necessary arrangements.

Sincerely yours,

Ruthel D. Dumas
District Clerk
rdd

Copy: Carol A. Antonucci, City Clerk via/email
Cynthia Bianco, Superintendent “
Mark Laurie, Deputy Supt. “
Nicholas Vilardo, Board President “
Carmelette Rotella, Vice President “

Agenda Item #12

RELATIVE TO CONGRATULATING KAREN J. NELSON FOR HER SERVICES WITH PLANNED PARENTHOOD OF CENTRAL AND WESTERN NEW YORK

BY:

Council Member Kristen Grandinetti

WHEREAS, Karen J. Nelson is currently President and Chief Executive Officer of Planned Parenthood of Central and Western New York. This affiliate covers 17 counties and 10 health centers which include the cities of Niagara Falls, Buffalo, Rochester, and Syracuse; and

WHEREAS, Karen is a 21-year veteran of the Title X reproductive health service agency, serving in the capacity of Finance Director, Chief Operating Officer, and CEO. She played a key role in the merging of several affiliates to better serve the needs of women and children, and to stabilize the agency fiscally as well as stand up for women and children's rights; and

WHEREAS, Karen received her Masters of Business Administration from Medaille College in Buffalo, NY, and attended the University of Maryland in College Park for her Bachelor's degree, she is a graduate of the Health Foundation of Western and Central New York's Health Leadership Fellows program, as well as a graduate of the Planned Parenthood Federation of America's "CEO's for Tomorrow" program; and

WHEREAS, Karen is active on the Boards of Family Planning Advocates of New York State and Planned Parenthood Advocates of New York State. She also served as treasurer of the Planned Parenthood Affiliates Chief Executive Council. She previously served on the Hopevale Charities Board and the Cazenovia Recovery Systems, Inc. Board in Buffalo; and

WHEREAS, Karen has a lifelong passion for helping the community. Karen made sure that the citizens of Niagara Falls were not without Pediatric care during a time when it was not readily available. She is a tireless advocate for the well-being of women and children. She is a brave, strong, intelligent and has a generous spirit.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Niagara Falls, New York, does hereby thank Karen J. Nelson for the great services she has provided throughout the WNY region. We wish her luck as the incoming CEO of Planned Parenthood of Maryland.

Agenda Item #13

RE: Amendments to Chapter 171 of the City of Niagara Falls Codified Ordinances

(Exempt Employees)

Council Members:

Please find the attached proposal which seeks to amend Chapter 171 of the City's Codified Ordinances concerning exempt employees. The first proposed change, found in Chapter 171.09(c), concerns the eligibility for health and dental insurance benefits by employees meeting the requisite age and years of service requirement upon separation of service with the City. The use of the word "separation" in the proposed amendment will provide for clarity and continuity in interpretation as this word is utilized in other sections of the exempt ordinance (particularly Chapter 171.05 (d)).

The proposed amendment of Chapter 171.12, dealing with severance pay, is necessary to close the loophole where employees who were receiving the recruitment incentive (provided for in Chapter 171.13) were utilizing it in order to meet the eligibility for unemployment benefits while also receiving severance pay upon separation from the City. The amendment will prevent employees from utilizing the recruitment incentive as a way to secure eligibility for unemployment benefits.

Lastly, the administration proposes amendments to Chapter 171.13(b) and (c), dealing with recruitment incentives. The proposed amendment to Chapter 171.13(b) would include individuals hired for director level positions, thereby expanding the definition of those employees eligible to receive recruitment incentives. This extension of the recruitment incentive will allow the City to continue to entice executive level talent for positions with the City. The proposed change to Chapter 171.13(c) is nothing more than a simple grammatical change.

Will the Council so approve?

RESOLUTION RELATIVE TO AMENDING CHAPTER 171
OF THE CODIFIED ORDINANCES ENTITLED
"ADMINISTRATIVE ORDINANCES"

By: Mayor Paul A. Dyster

BE IT RESOLVED by the City Council of Niagara Falls, New York that Chapter 171 of the Codified Ordinances entitled "Administrative Ordinances" is hereby amended by amending Sections 171.09, 171.12 and 171.13 to read as follows:

171.09 **[RETIREMENT] SEPARATION FROM SERVICE.**

. . . .

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

. . . .

171.12 SEVERANCE PAY

. . . .

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

171.13 RECRUITMENT INCENTIVES.

. . . .

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

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

c. All other such employees may, at the discretion of the City Administrator, be granted up to two (2) week's vacation and/or ten (10) days sick leave, during his/her first year of employment. Subsequent yearly accruals will be administered

according to sections 171.02 and 171.04. The City Administrator shall provide **notice to** the Human Resources department in writing of such determination.

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