

Agenda Item #1

RE: Request for funds for Niagara Falls Police Department (“NFPD”) to cover unexpected and unbudgeted overtime and related expenses

Council Members:

The Superintendent of Police is requesting that the sum of \$200,000 be made available to the NFPD to cover unexpected and unbudgeted overtime and related expenses that he is anticipating will occur. Attached hereto is a letter of transmittal from the Police Superintendent identifying his needs and the amounts necessary and funding sources for each respective item.

Will the Council so approve?



**NIAGARA FALLS
POLICE DEPARTMENT**
Office of the Chief
1925 Main Street
Niagara Falls, New York, 14305

E. Bryan DalPorto
Superintendent of Police
Kelly J. Rizzo
Deputy Superintendent
Carlton Cain
Deputy Superintendent

TO: Mayor Dyster / CA Donna Owens

FROM: Superintendent of Police, Bryan DalPorto

RE: Police Overtime Budget

Mayor / CA

Working with the City Controller's Office, I have identified the need for addition funding in the amount of 200,000.00 to cover unexpected and unbudgeted overtime and expenses that have occurred or are anticipated.

- **Weather: (*Funding Source - Undesignated Funds*)**
- **\$75,000**
 - The extreme weather this winter caused the extensive amount of overtime for storm response, traffic direction and accident response. It is anticipated this summer will see multiple weather related incidents including floods caused by rain storms.
- **Emergency Operations Center (*Funding Source - Casino*)**
- **\$25,000**
 - Standup operations - The police department is in the process of standing up the Cities Emergency Operations Center at 1925 Main Street. This requires training and manpower to set up. This is a homeland security related item that is not specific to the police department but because it is located in the Police Headquarters we have taken the lead on this.
- **Traffic (*Founding Source - Tourism Funds*)**
- **\$50,000**
 - This year there will be traffic control issues with the international bridges. Last year there was a significant decrease in volume due to the "Hard Rock Concert" series being cancelled.
- **Investigations (*Founding Source - (Founding Source - Undesignated Funds)*)**
- **\$50,000**
 - There are also several large Narcotics investigations currently on going with the DEA and NYS Attorney General's Office that will require unbudgeted OT.

I appreciate your time and consideration of this request. As always please feel free to call me with any questions.

E. Bryan DalPorto, NFPD
Superintendent of Police

Agenda Item #2

RE: Agreement with the Niagara County Office for the Aging

Council Members:

It is recommended that the City enter into an agreement for calendar year 2014 with the Niagara County Office for the Aging. As per the agreement, the City provides information and assistance services to persons sixty years old or older who meet eligibility requirements. In exchange, the City is compensated in the amount of \$9,025.

Will the Council so approve and authorize the Mayor to execute an agreement acceptable to the Corporation Counsel?

Agenda Item #3

RE: DEPARTMENT OF CODE ENFORCEMENT – EXPENSES INCURRED IN REPAIR, DEMOLITION OR BOARD OF STRUCTURES WITHIN THE CITY FROM APRIL 1, 2013 TO MARCH 31, 2014

In accordance with Chapter 1133, Section 1133.08 of the City of Niagara Falls Codified Ordinances, we hereby submit a report relative to certain privately owned properties upon which the City has incurred expenses or Community Development funds have been expended for each property which remain unpaid and in accordance with the above noted Section (the) Council shall “order an assessment against said premises for several sums herein reported”.

We recommend that all the costs incurred by the City of Niagara Falls that remain unpaid upon certain privately owned properties be assessed against said properties in the manner as prescribed in the above City provisions of the City of Niagara Falls Codified Ordinances.

A list of all chargeable costs incurred is attached. A complete record of all costs incurred and included in this report shall remain permanently on file in the office of the Department of Code Enforcement.

Will the Council so order?

Date: 4/17/14 10:30:21
 Program: INS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

Page: 1

LOCATION	WARD PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
401 BUFFALO AVE	02/0320.	NI AGARA COUNTY I DA C/O ATTN: WAYNE COVERLY 7001 BUFFALO AVE NI AGARA FALLS NY 14304	150.00
1001 BUFFALO AVE	03/0002.	1001 BUFFALO AVENUE NI AGARA FALLS LLC 500 ROUTE 17 S HASBROUCK HGTS NJ 07604	182.09
328 9TH ST	03/0384.	FRI ED DOV	50.00
364 9TH ST	03/0389.	540 E 5TH ST BROOKLYN NY 11218 FRI ED DOV	100.00
2446 MACKENNA AVE	04/0715.	540 E 5TH ST BROOKLYN NY 11218 CITY OF NI AGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NI AGARA FALLS NY 14302	100.00
216 24TH ST	04/0877.	GIULIANO JOSEPH	657.30
1951 CUDABACK AVE	04/0349.	2173 SENECA AVE NI AGARA FALLS NY 14305 RICKARD MARI A A	50.00
1621 FALLS ST	04/1027.	PO BOX 559 SANBORN NY 14132 S8TH NADI A B	150.00
1789 WELCH AVE	04/1120.	163 ST MARKS BROOKLYN NY 11238 LADERER ERI C J & DEBORAH	50.00
1901 NI AGARA ST	04/1231.	2497 M CHIGAN AVE NI AGARA FALLS NY 14305 SUSZCZYNSKI HELENE	878.35
1967 FALLS ST	04/1372.	1901 NI AGARA ST NI AGARA FALLS NY 14303 SAWYER GEORGE 1942 WELCH AVE NI AGARA FALLS NY 14303	50.00

Date: 4/17/14 10:30:21
 Program: INS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

Page: 2

LOCATION	WARD/PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
1904 CUDABACK AVE	04/1383.	DEJUD SANDRA WOOD AS C/O ATTN: TAYDEN PROPERT 1221 19TH ST NIAGARA FALLS NY 14301	88.68
2423 WELCH AVE	04/1596.	SMETH NADIA B 163 ST MARKS AVE BROOKLYN NY 11236	50.00
2422 CUDABACK AVE	04/1680.	MORRISETTE LILLIE M & 528 25TH ST NIAGARA FALLS NY 14301	50.00
237 24TH ST	04/1723.	RUBY ASSOCIATES INC 11350 MCCORM CK RD HUNT VALLEY MD 21031	50.00
2765 FALLS ST	04/2023.	ORTNER MARY R 430 ELMWOOD AVE NIAGARA FALLS NY 14301	100.00
2769 FALLS ST	04/2024.	GILOTTI MARY LU & 2769 FALLS ST NIAGARA FALLS NY 14303	50.00
418 MEMORI AL PKW	05/0119.	GLASCO ZETTIE & GLASCO MATTIE B 418 MEMORI AL PKW NIAGARA FALLS NY 14303	399.84
432 MEMORI AL PKW	05/0123.	CITY OF NIAGARA FALLS NEW PO BOX 69 NIAGARA FALLS NY 14302	50.00
446 MEMORI AL PKW	05/0127.	CITY OF NIAGARA FALLS NY TAX DEED 08/25/05 745 MAIN ST NIAGARA FALLS NY 14302	78.27
426 13TH ST	05/0230.	CITY OF NIAGARA FALLS NEW 745 MAIN ST NIAGARA FALLS NY 14302	32,450.00
1224 NIAGARA ST	05/0252.	NEGYESKY ANTOINETTE N 1224 NIAGARA ST NIAGARA FALLS NY 14303	50.00

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1302 NIAGARA ST	05/0285.	CITY OF NIAGARA FALLS NY TAX DEED 08/09/07 745 MAIN ST NIAGARA FALLS NY 14302	40,550.00
459 18TH ST	05/0316.	STAVAS STANLEY J 473 7TH ST NIAGARA FALLS NY 14301	66.73
1417 FERRY AVE	05/0381.	MOORER RUSH F PO BOX 24417 COLUMBUS OH 43224	50.00
424 18TH ST	05/0614.	HOY TERRY 424 18TH ST NIAGARA FALLS NY 14303	50.00
413 18TH ST	05/0655.	THOMAS JAMES L PO BOX 322 NIAGARA FALLS NY 14302	56.39
435 18TH ST	05/0662.	KI STELA RI CHARD H & KI STELA MARK R & PAULINE 5 HARBORH LL DR LLOYD HARBOR NY 11743	50.00
420 20TH ST	05/0776.A	S & Z INTERNATIONAL INC 1818 RI CHLAND LN DALTON GA 30720	100.00
1917 FERRY AVE	05/0811.	STARFIRE DEVELOPMENT LLC C/O SEAN CHRISTY 11 SPECTOR RD WOODBRI DGE CT 06526	217.84
2103 FERRY AVE	05/0906.	WILLIAMS THEODORE 2747 LASALLE AVE NIAGARA FALLS NY 14301	50.00
433 22ND ST	05/0942.	VEERASI NGHAM GEMSON 72 BEVDALE RD NORTH YORK ON CANADA	66.73
443 22ND ST	05/0946.	RACHVAL RENE 1416 ELDERBERRY PL NIAGARA FALLS NY 14304	120.31

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493 23RD ST	05/1091.	NAKAGAWA BYRON 435 EVANS ST APT C WILLIAMSVILLE NY 14221	216.94
485 23RD ST	05/1095.	NAKAGAWA BYRON & 160 HAM LTON DR UPPR SNYDER NY 14226	66.74
488 23RD ST	05/1095.	NAKAGAWA BYRON & 325 EVANS ST APT A WILLIAMSVILLE NY 14221	50.00
477 23RD ST	05/1099.	GREENAWALT MICHAEL 2602 PI NE AVE NIAGARA FALLS NY 14301	188.26
477 23RD ST	05/1099.	NAKAGAWA BYRON & 435 EVANS ST APT C WILLIAMSVILLE NY 14221	100.00
426 25TH ST	05/1284.	STEWART JOHN W & 2026 FOREST AVE NIAGARA FALLS NY 14301	196.39
2411 MONROE AVE	05/1322.	HUDSON MICHAEL M & HUDSON REBECCA D 2411 MONROE AVE NIAGARA FALLS NY 14303	50.00
478 25TH ST	05/1406.	THOMAS JAMES PO BOX 322 NIAGARA FALLS NY 14302	50.00
2711 MONROE AVE	05/1570.	STEELE GLADYS M 2711 MONROE AVE NIAGARA FALLS NY 14303	244.48
3227 ELY AVE	05/2115.	AKHTER NADEEM & AKHTER GOLSHAN N 713 85TH ST NIAGARA FALLS NY 14304	100.00
3234 ELY AVE	05/2220.	ERI E COUNTY INVESTMENTS L 3909 W TNER RD #953 NIAGARA FALLS NY 14305	50.00

Date: 4/17/14 10:30:21
 Program: INSD1

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

LOCATION	WARD PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
518 9TH ST	05/2379.B	ROGERS, JACKI E JEROME & ROGERS, HILDA ROSEMARY J/T 5050 W 106TH ST INGLEWOOD CA 90304	50.00
524 10TH ST	05/2416.	HAYLOR PROPERTIES LLC C/O AITM: TAYDEN PROPERT 1221 19TH ST NIAGARA FALLS NY 14301	50.00
528 10TH ST	05/2417.	ZAKI JOSEPH FAYEZ	240.00
1024 FERRY AVE	05/2492.	68 MAYBOURNE AVE SCARBOROUGH ON CANADA BRUNSWICK ST ENT J/E	270.00
529 MEMORIAL PKWY	05/2503.	43 LANHUI STERNEG S/NT ANNAPAROL H/E NET BANK ONE N A	25,795.00
534 12TH ST	05/2525.	505 CITY PKWY W ORANGE CA 92668 RUBIN DONALD E JR	50.00
506 15TH ST	05/2599.	534 12TH ST NIAGARA FALLS NY 14301 WASH NGTON-CORNER STONE NPNY 1 LLC 3768 BERDON LN DECATUR GA 30034	50.00
552 15TH ST	05/2706.B	MUSCARIELLO FRANCES M FAY JANET A 552 15TH ST NIAGARA FALLS NY 14301	50.00
1603 WALNUT AVE	05/2836.	1512 HOLDINGS INC	50.00
521 18TH ST	05/2916.	PO BOX 615 NIAGARA FALLS NY 14304 NORTH AMERICAN RECOVERY I	50.00
508 19TH ST	05/2936.	521 18TH ST NIAGARA FALLS NY 14301 RABOZ PASCAL 5 RUE DES COMBATTANTS CHAVILLE FRANCE 92370	150.37

Date: 4/17/14 10:30:21
 Program: INSO1

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

LOCATION	WARD/PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
536 20TH ST	05/3018	POLAK JOSEPH M 4218 MOWMAN PKWY NIAGARA FALLS NY 14304	275.00
535 24TH ST	05/3258	COPELAND STEVEN D 1703 PIERCE AVE NIAGARA FALLS NY 14301	135.24
631 13TH ST	05/3784	JACOBI LAURIE A 5834 BRADFORD CT EAST AMHERST NY 14051	50.00
629 22ND ST	05/4202	SARINA LLC 1 PATRIOT ST LOWOOD OLD AUSTRALIA	75.00
2901 PINE AVE	05/4535.A	CHAN XI AO LING 8405 HOKESTEAD AVE NIAGARA FALLS NY 14304	50.00
520 HYDE PARK BLVD	05/4816	CITY OF NIAGARA FALLS NY MUNI CI PAL USE 745 MAIN ST NIAGARA FALLS NY 14302	2,600.94
555 39TH ST	05/5150	CITY OF NIAGARA FALLS NY IN REM 95 PO BOX 69 NIAGARA FALLS NY 14302	100.00
429 4TH ST	06/0005	KOTALAC WILLIAM J 145 E ARCH ST SALINT WARYS PA 15857	21,100.00
445 4TH ST	06/0009	CITY OF NIAGARA FALLS NY TAX DEED 08/09/07 745 MAIN ST NIAGARA FALLS NY 14302	31,350.00
457 4TH ST	06/0016	MAK WAYNE PO BOX 210719 SAN FRANCISCO CA 94121	19,200.00
412 5TH ST	06/0043	CITY OF NIAGARA FALLS NEW PO BOX 69 NIAGARA FALLS NY 14302	20,950.00

Date: 4/17/14 10:30:21
 Page: 1 NS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

Page: 7

LOCATION	WARD PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
428 5TH ST	06/0045	GEE JASON C/O C/O KENT MAK PO BOX 210719 SAN FRANCISCO CA 94121	83.89
442 5TH ST	06/0051	HAYLOR PROPERTIES LLC C/O ATTN: TAYDEN PROPERT 1221 18TH ST NIAGARA FALLS NY 14301	50.00
458 5TH ST	06/0056	BEVI LACQUA LEONARD 8421 BUFFALO AVE NIAGARA FALLS NY 14304	30,195.50
473 5TH ST	06/0081	MANGI ONE DORI S L 473 5TH ST NIAGARA FALLS NY 14301	86.59
474 6TH ST	06/0103	MANGI ONE DORI S 473 5TH ST NIAGARA FALLS NY 14301	62.56
414 7TH ST	06/0147	MANUEL URSULA F 603 70TH ST NIAGARA FALLS NY 14304	815.00
602 NIAGARA ST	06/0164	NIAGARA 538 4TH STREET LL 420 E 54TH ST SUITE 21C NEW YORK NY 10022	275.00
487 7TH ST	06/0206	MOHAMMAD RAUF 6406 14TH AVE FL 3 BROOKLYN NY 11219	50.00
554 5TH ST	06/0307	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	17,700.00
520 6TH ST	06/0369	518/520 6TH STREET LLC 420 E 54TH ST NEW YORK NY 10022	275.00
528 6TH ST	06/0371	THE BENNY L JONES & SHARO JONES REVOCABLE TRUST 8109 NORTHERN OAK CIR SACRAMENTO CA 95828	150.00

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528 5TH ST	06/0371	THE BENNY L JONES & SHARO JONES REVOCABLE TRUST 8109 NORTHERN OAK CIR SACRAMENTO CA 95828	50.00
515 5TH ST	06/0386	DULZURA INC PO BOX 26095 LAS VEGAS NV 89126	50.00
548 7TH ST	06/0419	BERGEY IM CHAEL J 4616 PORTER RD LEWISTON NY 14092	50.00
620 7TH ST	06/0587	SOLIS FORTUNATO B 1602 ONTARIO AVE NIAGARA FALLS NY 14305	240.00
704 8TH ST	06/0734	TZEMACH TZEDEK C LLC 1257 OCEAN PKWY BROOKLYN NY 11230	50.00
717 CEDAR AVE	06/0745	MEHTA MALINI PRAVIN 121 MARKLEY DR GETZVILLE NY 14068	100.10
725 CEDAR AVE	06/0746	JADOO JASMIN E & VI JAI 10944 LEFFERTS BLVD S OZONE PARK NY 11420	471.89
320 NIAGARA ST	07/0281	SOTO SERGIO & JOSE PO BOX 538 VARYSBURG NY 14187	50.00
324 NIAGARA ST	07/0282	WLCZAK SEAN 3542 NIAGARA FALLS BLVD NORTH TOWNANDA NY 14120	100.00
462 4TH ST	07/0282	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	19,800.00
428 4TH ST	07/0302	CITY OF NIAGARA FALLS NY TAX DEED 12/18/09 745 MAIN ST NIAGARA FALLS NY 14301	16,822.00

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

LOCATION	WARD/PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
320 FERRY AVE	07/0390.B	CULBRETH THOMAS A & PO BOX 144 NIAGARA UNI V NY 14109	50.00
524 4TH ST	07/0396.A	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	18,800.00
509 3RD ST	07/0421.	MERTA MMLINI P & SHARMLA 121 MARKLEY DR GETZVILLE NY 14068	50.00
722 4TH ST	07/0530.	HEDGES PHILIP GORDON 722 4TH ST NIAGARA FALLS NY 14301	183.47
760 MAIN ST	07/0630.	LI YANYAN 821 MAIN ST NIAGARA FALLS NY 14301	50.00
510 CEDAR AVE	08/0104.	THE KENNEDRE APTS CO INC 18653 VENTURA BLVD TARZANA CA 91356	50.00
730 CEDAR AVE	08/0186.	KENNEDY PHELPS INVESTMENT GENERAL DELIVERY CRESTLINE CA 92325	19,259.52
732 CEDAR AVE	08/0187.	LAMPKIN EDWARD 800 NIAGARA AVE APT 518 NIAGARA FALLS NY 14305	50.00
739 SPRUCE AVE	08/0181.B	SEDER ARTHUR C/O C/O STELVIA URBANSKA 111-43 158TH ST JAMAICA NY 11433	50.00
741 SPRUCE AVE	08/0182.	WHEELER ROBERT 5506 MOULTRIE RD SPRINGFIELD VA 22151	2,999.00
606 ELMWOOD AVE	08/0400.	STARFIRE DEVELOPMENT LLC C/O SEAN CHRIS TY 11 SPECTOR RD WOODBRI DGE CT 06525	92.48

Date: 4/17/14 10:30:21
 Program: INS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

Page: 10

LOCATION	WARD/PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
628 ELMWOOD AVE	09/0407.	FI TA THADEUS P & ELIZABETH A 428 ABERDEEN RD LEWISTON NY 14092	66.70
1509 8TH ST	08/0953.	PI NEDO ALFRED A 1408 18TH ST LOS OSOS CA 93402	50.00
1812 LOCKPORT ST	08/1047.	BOND SHEILA LEIGH 1812 LOCKPORT ST NIAGARA FALLS NY 14305	50.00
822 16TH ST	09/0387.	KNEEPEL VICKI L 2494 FOREST AVE NIAGARA FALLS NY 14301	355.32
750 15TH ST	09/0585.	TI RADO JOSE A 760 15TH ST NIAGARA FALLS NY 14301	50.00
848 20TH ST	09/0743.	HIRSCH JONATHAN A & 495 24TH ST NIAGARA FALLS NY 14303	233.04
1925 LASALLE AVE	09/0768.	ARMSTRONG JAMES B & DONNA PO BOX 1942 NIAGARA FALLS NY 14302	50.00
1029 18TH ST	09/0781.	STARFIRE DEVELOPMENT LLC C/O SEAN CHRISTY 11 SPECTOR RD WOODBRI DGE CT 06525	55.88
1111 20TH ST	09/2052.	BAKER LULU C/O SEAN CHRISTY 11 SPECTOR RD WOODBRI DGE CT 06525	50.00
1739 LASALLE AVE	09/2143.	FELVUS JULIE M 1739 LASALLE AVE NIAGARA FALLS NY 14301	100.10
1515 ASHLAND AVE	09/2205.	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	55,925.00

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

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1330 ASHLAND AVE	09/2882.	SANTA ANA MARI BEL V & DELEON WILLIAM L J/T R/S 100 EDUCALYPTUS KNL HERCULES CA 94547	50.00
1348 ASHLAND AVE	09/2387.	1348 ASHLAND AVENUE TRUST 3547 RICHMOND ST SAN DIEGO CA 92103	50.00
1347 LASALLE AVE	09/2384.	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	50.00
1148 ASHLAND AVE	09/2505.	MARQUEZ SAMUEL & ANNA MARI E 2443 NIAGARA AVE NIAGARA FALLS NY 14305	50.00
1137 LASALLE AVE	09/2337.	ESTEL REIRO ANTONIO & CELI 1137 LASALLE AVE NIAGARA FALLS NY 14301	220.53
1214 13TH ST	09/2590.	THE KENNORE APTS CO INC 18853 VENTURA BLVD TARZANA CA 91356	122.46
1146 WHITNEY AVE	09/2629.	THE KENNORE APTS CO INC 18853 VENTURA BLVD TARZANA CA 91356	50.00
1150 WHITNEY AVE	09/2630.	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	33,338.23
1145 PIERCE AVE	09/2542.	ROWLES HELEN E 1145 PIERCE AVE NIAGARA FALLS NY 14301	1,850.02
1121 PIERCE AVE	09/2648. B	STARFIRE DEVELOPMENT LLC C/O SEAN CHRIS STY 11 SPECTOR RD WOODBRIDGE CT 06525	66.73
1119 PIERCE AVE	09/2650.	POTTER AARON 1119 PIERCE AVE NIAGARA FALLS NY 14301	18,839.50

Date: 4/17/14 10:30:21
 Program: 1NS01

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 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

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1117 PIERCE AVE	09/2851	AKED INC PO BOX 116 NIAGARA FALLS NY 14304	66.73
1128 PIERCE AVE	09/2870	CITY OF NIAGARA FALLS NEW PO BOX 69 NIAGARA FALLS NY 14302	54,600.00
1139 WILLOW AVE	09/2883	RAJSKI MICHAEL 1139 WILLOW AVE NIAGARA FALLS NY 14305	265.00
1336 WILLOW AVE	09/2722.A	STARFIRE DEVELOPMENT LLC C/O SEAN CHRIS STY 11 SPECTOR RD WOODBRI DOE CT 06525	50.00
1383 PIERCE AVE	09/2788	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	21,600.00
1311 PIERCE AVE	09/2781.B	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	35,025.00
1349 WHITNEY AVE	09/2828	CARR TEARRA LYN MERSADES LEPINE MATTHEW 1301 15TH ST NIAGARA FALLS NY 14301	164.59
1391 WHITNEY AVE	09/2842	THE KENMORE APT CO INC 1863 VENTURA BLVD TARZANA CA 91356	50.00
1206 17TH ST	09/2861	MERRILL LAURA & DONALD CA 1206 17TH ST NIAGARA FALLS NY 14301	50.00
1402 18TH ST	09/3011	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	30,222.00
1412 18TH ST	09/3014	BLOOM ANNE 617 18TH ST UPPR NIAGARA FALLS NY 14301	150.00

Date: 4/17/14 10:30:21
 Program: INS01

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 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

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1737 WINDNEY AVE	09/3098	SHAN YUNFENG PO BOX 531 NIAGARA FALLS NY 14302	50.00
1419 18TH ST	09/3171	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	139.20
2012 LASALLE AVE	09/3248	LADERER ERI C J & DEBORAH A 2497 MCHIGAN AVE NIAGARA FALLS NY 14305	120.12
1196 WILLOW AVE	10/0010	DEUDY SANDRA WOOD AS C/O ATTN: TAYDEN PROPERT 1221 19TH ST NIAGARA FALLS NY 14301	260.00
1142 WILLOW AVE	10/0012	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	24,575.00
1316 WILLOW AVE	10/0040	GENTILE SAMUEL A 531 3RD ST APT 3 NIAGARA FALLS NY 14301	50.00
1511 13TH ST	10/0091	SULLIVAN BRIAN & KAREN 18 SANDHURST RD MARGATE KENT UK CT9	82.23
1657 LINWOOD AVE	10/0160	LEEMAN PETER F 1657 LINWOOD AVE NIAGARA FALLS NY 14305	100.10
1834 WILLOW AVE	10/0174	GRACE WILLIAM L & CHERYL L 1834 WILLOW AVE NIAGARA FALLS NY 14305	243.06
2484 WILLOW AVE	10/0307	DIER KENNETH M 3885 PALMER RD RANSONVILLE NY 14131	50.00
1617 MCHIGAN AVE	10/0526	DEUDY SANDRA WOOD AS C/O ATTN: TAYDEN PROPERT 1221 19TH ST NIAGARA FALLS NY 14301	68.73

Date: 4/17/14 10:30:21
 Program: INS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

LOCATION	WARD PRD	OWNER AND OWNER'S ADDRESS	TOTAL COST
1609 M CHIGAN AVE	10/0927	HOLLAND LEEVERNE & HOLLAND FELICIA H/W 1609 M CHIGAN AVE NIAGARA FALLS NY 14305	135.49
1117 SOUTH AVE	10/0742	BRYANT EJELEAH 1882 CLEVELAND AVE NIAGARA FALLS NY 14305	50.00
1122 M CHIGAN AVE	10/0758	WATKINS LOUISIE 1122 M CHIGAN AVE NIAGARA FALLS NY 14305	50.00
1718 13TH ST	10/0768	WASHINGTON BOBBY L 1841 SOUTH AVE NIAGARA FALLS NY 14305	97.40
1712 13TH ST	10/0769	DEUDY SANDRA WOOD AS C/O ATTN: TAYDEN PROPERT 1221 19TH ST NIAGARA FALLS NY 14301	159.30
1320 M CHIGAN AVE	10/0788	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	80,525.00
1810 15TH ST	10/0809	CITY OF NIAGARA FALLS NY TAX DEED 12/18/09 745 MAIN ST NIAGARA FALLS NY 14301	142.00
1814 WESTON AVE	10/1208	STARFIRE DEVELOPMENT LLC C/O SEAN CHRISTY 11 SPECTOR RD WOODBRIIDGE CT 06525	50.00
1127 CLEVELAND AVE	10/1425	MCMANIS RINEZ 105 CHRIS ST NE DR GARNER NC 27528	50.00
1820 SOUTH AVE	10/1593	DEKOTT DENIS 1820 SOUTH AVE NIAGARA FALLS NY 14305	205.31
2483 CLEVELAND AVE	10/1739	KRZYWOSKI CARMELLA 2483 CLEVELAND AVE NIAGARA FALLS NY 14305	50.00

Date: 4/17/14 10:30:21
 Program: INS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

Page: 15

LOCATION	WARD/PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
2916 LINWOOD AVE	10/1799	LA SALLE PETER J & DIANE 2916 LINWOOD AVE NIAGARA FALLS NY 14305	300.00
1006 CLEVELAND AVE	11/0275	SARHAL ROBERT 2407 SENECA AVE NIAGARA FALLS NY 14305	189.00
1002 NIAGARA AVE	11/0499	FIRST CHRISTIAN CHURCH C/O ATTN: POTTER'S HOUSE 1002 NIAGARA AVE NIAGARA FALLS NY 14305	50.00
964 ONTARIO AVE	11/0564	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	50.00
2600 MAIN ST	12/0173	GRAND MANOR INC 1818 PINE AVE NIAGARA FALLS NY 14301	120.21
2828 MCKOON AVE	12/1724	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	41,525.00
743 SEYMOUR AVE	12/2006	PETTI CHORD DONALD O & 517 VELLER AVE LA PORTE IN 48350	217.56
946 VANDERBILT AVE	12/3361	HILL DARRELL 946 VANDERBILT AVE NIAGARA FALLS NY 14305	50.00
2405 10TH ST	12/3829	MANG AVE LLC PO BOX 306 RIDGE NY 11961	388.21
1164 NORTH AVE	12/3925	TERLUBOG INC 219 ONTARIO ST ST CATHARINES ON	50.00
1162 NORTH AVE	12/3926	TERLUBOG INC 219 ONTARIO ST ST CATHARINES ON	50.00

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTORS

LOCATION	WARD PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
1158 NORTH AVE	12/3827.	TRAVELL DEBORAH Y & STEWART ALNITA T 2022 TENNESSEE AVE NIAGARA FALLS NY 14305	50.00
1109 CENTER AVE	12/4052.A	CI TY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	50.00
1143 GARDEN AVE	12/4094.	BASS JOOI S 2734 PIERCE AVE NIAGARA FALLS NY 14301	180.16
2815 HI GHLAND AVE	12/4149.	SAI NT JOHN COMMUNIT Y EMPOWERMENT CORP I NC 917 GARDEN AVE NIAGARA FALLS NY 14305	315.00
925 CENTER AVE	12/4211.	CI TY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	19,625.00
1002 CENTER AVE	12/4288.	AVENT ALVIN R & CHEYERES SICHARA 1310 EAST DELAVER BUFFALO NY 14215	50.00
2809 10TH ST	12/4360.	CHAN GARY 89 FI SHERY RD SCARBOROUGH ON CANADA	270.00
2928 HI GHLAND AVE	12/4374.	MYLES ARTHUR 1147 GARDEN AVE NIAGARA FALLS NY 14305	316.73
3006 HI GHLAND AVE	12/4376.	MYLES ARTHUR 1147 GARDEN AVE NIAGARA FALLS NY 14305	70.31
3006 HI GHLAND AVE	12/4376.	MYLES ARTHUR 1147 GARDEN AVE NIAGARA FALLS NY 14305	50.00
3610 HI GHLAND AVE	12/4446.	KHONDKER TARIQ AHMED 3212A EGLINGTON AVE E SCARBOROUGH ON CANADA	50.00

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

LOCATION	WARD PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
3614 HI GHLAND AVE	12/4448.	VAN DER HORST LEONARDUS C/O PRINS HENDRIKIN 6 3761 DV SOEST THE NETHERLANDS	50.00
4300 CRESCENT DR	12/4490.A	BRACERO RAYMOND A 820 27TH ST NI AGARA FALLS NY 14301	5,999.00
3615 HI GHLAND AVE	12/4646.	VI G JOSEPH 31511 ALTA VISTA DR REDLANDS CA 92373	634.20
3721 HI GHLAND AVE	12/4656.A	CITY OF NI AGARA FALLS NY TAX DEED 12/18/09 745 MAIN ST NI AGARA FALLS NY 14301	114.40
2935 21ST ST	12/5132.	MCKI NNON GLORIA A 2937 21ST ST NI AGARA FALLS NY 14305	138.23
907 CENTER AVE	12/9871.D	AVENT ALVIN R & CHEVERES SIMARA 1510 EAST DELAVEN BUFFALO NY 14215	50.00
1130 CLEVELAND AVE	13/0059.	WELCH JOE N & BELLINDA A PO BOX 2822 NI AGARA FALLS NY 14302	50.00
1129 NI AGARA AVE	13/0062.	CATHOLIC WORKER OF NI AGARA PO BOX 422 NI AGARA FALLS NY 14305	55.06
2003 11TH ST	13/0071.	CITY OF NI AGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NI AGARA FALLS NY 14302	85.98
1373 ONTARIO AVE	13/0090.	STARFIRE DEVELOPMENT LLC C/O SEAN CHRIS TY 11 SPECTOR RD WOODBRIDGE CT 06525	50.00
1353 ONTARIO AVE	13/0096.	SYLVESTER JOACHIM S 1353 ONTARIO AVE NI AGARA FALLS NY 14305	100.00

Date: 4/17/14 10:30:21
 Program: INS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

LOCATION	WARD/PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
1555 NIAGARA AVE	13/01811	WASHCALUS EDWARD W L E & PO BOX 218 OLCOIT NY 14128	78.40
1815 CLEVELAND AVE	13/0214	TAYDEN PROPERTIES LLC C/O ATTN: TAYDEN PROPERT 1221 19TH ST NIAGARA FALLS NY 14301	100.00
1636 NIAGARA AVE	13/0262	NEWTON HAZEL 488 LAKE RD YOUNGSTOWN NY 14174	29,390.00
1808 NIAGARA AVE	13/0282.B	SYLVESTER GLORIA 1818 NIAGARA AVE NIAGARA FALLS NY 14305	50.00
1818 NIAGARA AVE	13/0295	SYLVESTER GLORIA 1818 NIAGARA AVE NIAGARA FALLS NY 14305	50.00
1815 ONTARIO AVE	13/0335.B	KI STELA RICHARD H & MARK KI STELA PAULINE 5 HARBORHILL DR LLOYD HARBOR NY 11743	50.00
2209 ONTARIO AVE	13/0372	WHITFIELD GERALD & TRACY 15901 N THOMAS CT ACCOKEEK MD 20607	50.00
2453 NIAGARA AVE	13/0506	TRAN RYAN G 231 PLANTATION ST WORCESTER MA 01604	50.00
2214 ONTARIO AVE	13/0656	KI STELA RICHARD H & MARK KI STELA PAULINE 5 HARBORHILL DR LLOYD HARBOR NY 11743	150.00
2147 SENECA AVE	13/0880	POULIN EUGENE M 2147 SENECA AVE NIAGARA FALLS NY 14305	145.49
2163 SENECA AVE	13/0884	LAUGHING MARLA 5396 CHEW RD SANBORN NY 14132	100.00

Date: 4/17/14 10:30:21
Program: NS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

Page: 19

LOCATION	WARD/PRD	OWNER AND OWNER'S ADDRESS	TOTAL COST
3224 NORTH AVE	13/2190.	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	50.00
2326 15TH ST	13/3454.	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	50.00
1304 GARDEN AVE	13/3521.	HARPER OLLIE PO BOX 466 NIAGARA FALLS NY 14305	50.00
3329 B ST	14/0112.	DEJUY SANDRA WOOD AS C/O ATTN: TAYDEN PROPERT 1221 19TH ST NIAGARA FALLS NY 14301	152.49
3337 B ST	14/0114.	ROBINSON ANTONI O & TAJUAN 3337 B ST NIAGARA FALLS NY 14303	50.00
3326 B ST	14/0187.	LAUB JOHN PAUL EDWARD 3326 B ST NIAGARA FALLS NY 14303	57.17
144 56TH ST	14/3308.	FISHER GREGORY S C/O FCI MORGANTOWN PO BOX 1000 MORGANTOWN WV 26507	305.00
246 56TH ST	14/3330.	EMMENS JEANETTE M 246 56TH ST NIAGARA FALLS NY 14304	12,500.00
5704 BUFFALO AVE	14/5847.	CITY OF NIAGARA FALLS NY TAX DEED 12/12/2011 745 MAIN ST NIAGARA FALLS NY 14302	19,250.00
5602 STEPHENSON AVE	14/6135.	TAFT DONALD 5602 STEPHENSON AVE NIAGARA FALLS NY 14304	350.00
5608 STEPHENSON AVE	14/6136.	FAGARD CAREY A 5608 STEPHENSON AVE NIAGARA FALLS NY 14304	371.70

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
 ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

LOCATION	WARD/PRO	OWNER AND OWNER'S ADDRESS	TOTAL COST
5802 STEPHENSON AVE	14/6148.	DORA PROPERTIES LLC 677 ENGLEWOOD AVE BUFFALO NY 14223	50.00
6124 STEPHENSON AVE	14/6178.	ROBERTSON LARUE L 6124 STEPHENSON AVE NIAGARA FALLS NY 14304	100.00
124 80TH ST	14/7212.	GUDI NO RALPH & CYNTHIA A PO BOX 19086 PENSACOLA FL 32514	50.00
234 77TH ST	14/7351.	WINN LORI A 234 77TH ST NIAGARA FALLS NY 14304	50.00
160 74TH ST	14/8135.	HILDEBRANDT NELLIE M LE GAGNE JEAN M ET AL 11325 DUMONT AVE NORWALK CA 90650	100.00
423 74TH ST	14/8252. B	LANDERS DOUGLAS E 423 74TH ST NIAGARA FALLS NY 14304	50.00
220 78TH ST	14/8340.	KI STELA RICHARD H & DAVID 5 HARBORHILL DR LLOYD HARBOR NY 11743	55.37
417 72ND ST	14/8688.	ALEX JACQUELYNN A 417 72ND ST NIAGARA FALLS NY 14304	50.00
131 67TH ST	14/9144.	POOLE LOUIS E & BARBARA A 131 67TH ST NIAGARA FALLS NY 14304	50.00
347 71ST ST	14/9400.	DANES OMAR & AQUEELAH PO BOX 6479 DOUGLASVILLE GA 30154	50.00
437 61ST ST	15/0763.	STENZEL EDWARD J 1817 PINE AVE NIAGARA FALLS NY 14301	71.90

Date: 4/17/14 10:30:21
Program: NS01

EXPENSES INCURRED FROM 4/01/2013 TO 3/31/2014
ON CERTAIN PRIVATELY OWNED PROPERTIES FOR THE DEPARTMENT OF INSPECTIONS

Page: 21

LOCATION	WARD/PRD	OWNER AND OWNER'S ADDRESS	TOTAL COST
1045 92ND ST	15/1606	FINN BETTY D 1045 92ND ST NIAGARA FALLS NY 14304	50.00
579 82ND ST	15/2232.L	KEENER ROBERT 579 82ND ST NIAGARA FALLS NY 14304	19,528.00
8710 NIAGARA FALLS BLVD	15/6315.	CARAVAN MOTEL INC 655 73RD ST NIAGARA FALLS NY 14304	143.72

Agenda Item #4

RE: City of Niagara Falls Fire Department

(Contract with Palladian Employee Assistance Program)

Council Members:

Attached please find the proposed agreement between the City and Palladian Health, LLC, whereby Palladian will provide Employee Assistance Program services for the members of the Niagara Falls Fire Department. This proposed two year agreement is necessitated by the expiration of the current EAP services contract for the Niagara Falls Fire Department on April 30, 2014. Funds for this expenditure are available in A3410.3010.0449.599.

Will the Council so approve?

**Palladian Employee Assistance Program
&
City of Niagara Falls Fire Department
Agreement to Provide EAP Services**

Agreement effective on this 1st day of May, 2014 between Palladian Health, LLC, a Delaware Limited Liability Company, having its administrative offices located at 2732 Transit Road, West Seneca, NY 14224 ("Contractor") and the City of Niagara Falls Fire Department, having its administrative offices located at 3115 Walnut Ave., P.O. Box 69, Niagara Falls, New York 14302-0069 ("Organization").

In consideration of the mutual promises and agreements hereinafter set forth, Contractor and Organization agree as follows:

1. **PURPOSE:** The Purpose of this Agreement is for the Contractor to provide Employee Assistance services to employees and their dependents of the Organization, its divisions and subsidiaries.
2. **DURATION:** The term of this Agreement shall commence 5/1/2014 and end 4/30/2016. The Agreement will automatically renew for successive one (1) year terms unless terminated by either party as provided in paragraph 15. Termination.
3. **EMPLOYEE ASSISTANCE PROGRAM:** Employees, their spouses and their Dependents who reside in the same household are eligible to receive EAP Services. "Dependent" shall mean an individual who is a dependent person for federal income tax purposes. Verification of eligibility is made at the first visit via presentation of an employee identification badge. At minimum, Contractor agrees to provide the following services to the employees and dependents of the Organization:
 - Unlimited calling access to the EAP Services.
 - 24-hour toll-free access to the EAP for emergencies.
 - Consultation regarding the program, including its overall design, development, implementation and administration. This will include information to assist the Organization in the development of a comprehensive, clearly defined policy and procedures statement.
 - Up to four (4) EAP sessions to include information, evaluation, referral and short-term counseling for a range of employee problems. Employee missed or canceled sessions will be counted against the four (4) EAP sessions provided under the Contract.
 - Referral coordination to external treatment providers as appropriate.

- Follow-up on each case, unless refused by the employee, to determine rate of success of the EAP process or need for further evaluation.
 - On site EAP services for Orientations. Sessions provided annually and scheduled as mutually agreed upon by Contractor and the Organization. The Orientation presentation is also available via our website.
 - Participation annually in an event, such as a Benefit Fair, sponsored by the Organization in which employee participation is anticipated.
 - Marketing materials including brochures, announcements, posters and other appropriate means in reasonable quantities and at reasonable times throughout the year.
 - Ongoing evaluation and reporting sufficient to enable Organization to measure the effectiveness of the program.
 - Quarterly and annual reporting of program results and utilization.
 - Any additional services as stated in the EAP Proposal to Organization.
4. **FEES:** In consideration of all the services provided by the Contractor under this Agreement, Organization shall pay Contractor a fee of **\$20.04** per employee per year, billed in quarterly increments, based on an employee count of **140**. Organization shall provide its employee count to Contractor no later than thirty (30) days after the 1st of each year. Organization shall also provide its employee count to Contractor in the event that the Organization experiences an increase or decrease in the number of its full-time employees greater than ten (10) percent. Such notification shall be made to the Contractor by the Organization no later than the first day of the quarter following the change. The employee count shall be subject to verification by record submission as mutually agreed upon by the parties upon reasonable notice to Organization. Payments are to be made quarterly, with the first payment due no later than thirty (30) days after the effective date set forth at the head of this Agreement or the date this Agreement becomes fully executed by the parties, whichever is later. Significant changes in the employee count (i.e. increase or decrease in the number of full-time employees greater than ten (10) percent) may result in an adjustment in the EAP price per employee per year. Any adjustments will be presented in writing to the Organization and will be reflected in the quarterly invoice following notification of the employee count. Should default be made in the payment of any sums due, such defaulted sum shall bear interest at 1.5% per month.
5. **REFERRAL AGREEMENTS:** The Contractor will utilize or develop referral agreements with the EAP network providers as necessary in the delivery of EAP Services. A list thereof shall be provided to the Organization upon request on an annual

basis. . Such information is proprietary and confidential and shall not be disclosed to any other party or used by the Organization for any reason whatsoever.

6. **INTERPRETATION AND CONSTRUCTION:** This Agreement shall be interpreted as a unified contractual document with the Articles having equal effect. The laws of the State of New York shall govern the construction of this Agreement. The title designations of the numbered Articles in this Agreement are for convenience only and shall not affect the interpretation of construction hereof.
7. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The relationship of the Contractor to Organization is that of an independent contractor and nothing herein shall be construed as creating any other relationship. The Contractor may adopt such arrangements as it may desire with regard to the details of the services performed hereunder, including the hiring, compensation, termination, and other matters relating to persons, companies or entities employed by contractor, the hours during which said services are provided, and the place or places where services are provided that such details, hours and services shall be consistent with the proper accomplishment of said services and provided further that said services shall be performed in a manner calculated to attain the most satisfactory results for the Organization. Contractor hereby holds harmless and indemnifies Organization for any liability arising from this Agreement caused or alleged to be caused by Contractor or any of its EAP referral network providers. This provision shall survive the termination of this Agreement for at least a period of time equal to three (3) years and a day from the effective date of termination.
8. **EAP RECORD CONFIDENTIALITY AND DISCLOSURE:** All records maintained in conjunction with the program shall be kept in strict confidence in accordance with State and Federal laws and regulations and except for a statutory exception. It is the Contractor's policy that no information regarding a client, including their name and status as a client may be disclosed unless the client consents in writing using an approved release, which is properly executed.
9. **CORPORATE CONFIDENTIALITY AND DISCLOSURE:** During the Term of the Agreement, Contractor and Organization may exchange certain business information, ideas, concepts, and data, in written, oral, electronic, photographic and/or other forms (collectively "Information").

Such Information shall be used solely for purposes related to the Agreement. The Information is proprietary and confidential, and shall remain, the property of the disclosing party as the case may be. Tangible forms of the Information shall not be copied without prior written consent of the disclosing party, and all tangible forms of the Information shall be destroyed or returned to the disclosing party upon request or upon termination of the Agreement, whichever occurs earlier. Each party shall utilize its best efforts and all security measures employed for the protection of its own confidential information to prevent the disclosure of the Information.

10. OWNERSHIP OF EAP RECORDS: All employees', former employees', eligible dependents', and other employee activity and related records maintained by the Contractor, shall be the property of the employee, or where applicable, their eligible dependent, and the Contractor. EAP treatment records are confidential and owned by the Contractor.

11. DISCIPLINE: It is acknowledged that disciplinary action relating to any Organization employee shall continue to be the sole responsibility of the Organization in accordance with established practices and procedures. It is specifically acknowledged that the EAP program established hereunder will not be available or serve as a sanctuary of disciplinary immunity for any employee whatsoever nor shall the Organization be bound by or to any recommendations or treatment options offered or implemented by the EAP Program as a disciplinary outcome, alternative or substitute to any disciplinary action otherwise administered by the Organization in its sole discretion.

12. INSURANCE: The Contractor shall carry at its own cost and expense, malpractice and/or professional liability insurance and comprehensive general liability insurance policies with coverage of \$1 million per incident. Organization shall have the right to inspect such policies of insurance during Contractor's regular business hours.

13. MUTUAL INDEMNIFICATION: Both Parties agree to indemnify and hold harmless the other against any claim, suit, cost, expense or liability (including reasonable attorneys' fees when and as incurred) arising as a result of the act or failure to act on the part of the indemnifying Party's obligations under the Agreement, for a period ending three (3) years from the date this Agreement is terminated.

14. WAIVER: The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of the same or a waiver of the provision itself.

15. TERMINATION: Either party may terminate the Agreement by giving the other party written notice of intention to terminate. The termination will become effective as of the last day of the calendar month immediately following sixty (60) days from the date of receipt of written notice. Neither party shall have any further claims against the other for any benefit under the Agreement after the termination except as otherwise expressly provided for herein.

15.1 This Agreement shall be effective on the Effective Date and shall continue in effect for an initial term of two (2) years ("Initial Term"), and thereafter for successive one (1) year terms ("Extended Terms"), unless either Party provides the other written notification that it elects not to renew the Agreement at least sixty (60) days prior to the end of the Initial or any Extended Term.

15.2 **Termination for Cause:** either party may elect to terminate this Agreement immediately upon written notice to the other in the event that:

15.2.1 the health, safety, or welfare of benefit eligible individuals are jeopardized by continuation of this Agreement;

15.2.2 the other Party commits fraud, intentional wrongdoing, or misrepresentation; or

15.2.3 the other Party (i) files a voluntary petition for bankruptcy or reorganization; or (ii) makes a general assignment in favor of creditors; or (iii) has an involuntary petition filed against it which petition is not dismissed within ninety (90) days of the return date of said petition; or (iv) is the subject of reorganization, dissolution, liquidation or similar proceeding.

15.3 Contractor shall have the right to terminate this Agreement with sixty (60) days notice for failure to receive payment in a timely fashion. Such termination shall only become effective after Organization has had an opportunity to remedy payment failure of not less than fifteen (15) days. Additionally, termination may occur should the actions or inactions of Organization cause substantial aberration from the core program, such that the quality of the educational experience and/or outcomes of the program become substantially negatively affected.

15.4 Organization shall have the right to terminate this Agreement with sixty (60) days notice for failure of Contractor to fulfill any requirement of this Agreement. Such termination shall only become effective after Contractor has had an opportunity to remedy such breach of not less than fifteen (15) days.

15.5 If work is terminated pursuant to this Agreement, Organization shall pay Contractor pro-rata through date of termination of this Agreement for the EAP program.

16. SEVERABILITY: In the event that any part of this Agreement be illegal or unenforceable under the law as it is now or hereafter in effect, either party may terminate this Agreement. Unless terminated, the parties will be excused from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable without affecting the validity of the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Buffalo, New York, on the day and year first written above,

Palladian Health, LLC:

City of Niagara Falls Fire Department:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agenda Item #5

*RE: Memorandum of Understanding for Niagara International Transportation
Technology Coalition ("NITTEC")*

Council Members:

It is requested that the City Council authorize the Mayor to enter into a Memorandum of Understanding for the City's continued general membership in NITTEC. The mission of NITTEC is to maintain a regional, cooperative approach to transportation management and thereby improve regional and international transportation mobility, promote economic competitiveness, and minimize adverse environmental effects related to the regional transportation system. General membership in NITTEC is at no cost to the City.

Will the Council so approve?

Agenda Item #6

RE: Closeout of Niagara Falls Culinary Institute Capital Project

Council Members:

The City Controller advises that she and representatives from USA Niagara Development Corp. have made the final reconciliations to the above project. The amount required to conclude this matter inclusive of the City's portion of utilities, security and the beginning design phase of the project is \$278,290. Funding is available from Casino revenues and is to be transferred to this Capital project budget line. The City Controller previously earmarked Casino revenues for this purpose.

Will the Council so approve?

Agenda Item #7

RE: MEO-2's for Department of Public Works ("DPW")

Council Members:

The Director of DPW is requesting that funding be allocated for the hiring of four (4) temporary MEO-2's for the month of December, 2014. The hiring of these drivers will assist DPW with the 24/7 winter shift schedule that begins on December 1, 2014. The amount requested is \$12,402.00, inclusive of FICA and is available from Fund Balance. These dollars will be transferred into DPW's Streets Division/Snow Removal account no. A.5142.0000.0130.000.

Will the Council so approve?

Agenda Item #8

RE: City Council Agenda Item:
Transfer of 3721 Highland Avenue and
Grant for Renovations
Former Fire Hall to Isaiah 61 Project, Inc.

Council Members:

The former fire station at 3721 Highland Avenue is located on a 40 x 101.71 foot lot. The 4,240 square foot building was built in 1917. It is currently assessed at \$6,000.00. The building is in dilapidated condition. The City obtained an Empire State Development Western New York Regional Council Grant to rehabilitate the project into a Trade Job Training Facility to be operated by the Isaiah 61 Project. It is proposed that the City sell the property to Isaiah 61 for the assessed value of \$6,000.00. The transfer will take place after the renovation, as the City is the grantee of the state grant.

The transfer was presented to the Planning Board at its April 23, 2014 meeting. The Planning Board recommendation will be available at the April 28, 2014 City Council meeting.

The grant is for up to \$132,000.00, to cover a portion of the renovation costs. The contract or contracts for the renovation will require City Council approval. The grant requires a City match of at least 10% of the project costs, which can be paid from Casino revenues. It is anticipated that the City contribution will exceed the required match. The City is currently providing administrative support for Isaiah 61 from CDBG funds, and the 2014 CDBG budget provides program funding for Isaiah 61. No CDBG funds are budgeted for the renovation.

City Charter §59 requires that real property be sold at public auction to the highest bidder. Approval of a negotiated sale requires that Council determine that the best interest of the city shall be subserved by dispensing with a sale at public auction.

Will the Council vote:

- (a) to accept the grant;
- (b) to determine that the best interest of the city shall be subserved by dispensing with a sale at public auction;
- (c) to approve the transfer of 3721 Highland Avenue as set forth herein; and
- (d) to authorize the Mayor to execute any documents necessary to effectuate the same?

Agenda Item #9

**RE: City Council Agenda Item: Change Order 1 to
Demolition Contract CD2014-1
\$5,632.82**

Council Members:

On February 18, the City awarded demolition contract CD2014-1 in the amount of \$456,822.00. Unforeseen circumstances arose in the course of demolition of 2928 Highland Avenue.

It became necessary to remove an additional 3,600 cubic feet of piles of friable debris from the site. Newly dumped friable debris contaminated existing debris on the site, rendering all the debris friable. The cost of removal and disposal of the friable debris is \$2,085.46.

An additional 350 square feet of asbestos plaster or drywall was revealed when a stair hatch to the cellar was exposed. The cost of removal and disposal is \$2,371.72.

Finally, an additional 200 square feet of asbestos plaster wall was discovered in the attic after the job was started. The cost of removal and disposal is \$1,175.64.

These are fair prices for removal of this asbestos containing material from these locations.

Funding is available in the Community Development budget code CD1.8666.0000.0450.500 (CDR599).

Will the Council approve change order 1 to CD2014-1 in the amount of \$5,632.82 and authorize the Mayor to execute any documents necessary to effectuate the same?

Agenda Item #10

**RE: City Council Agenda Item: Hiring of Niagara Falls Police Department
 Ranger Program Supervisor**

Council Members:

The 2014 Niagara Falls Ranger Program, a targeted police foot patrol operation that incorporates the hiring of part-time college students and local young people to act as city ambassadors, is a budgeted component of the 2014 United States Department of Housing and Urban Development Community Development Action Plan and the 2014 Casino Budget. The Niagara Falls Police Department is prepared to hire the program's part-time program supervisor, in order for the initiative to be fully operational for the summer months. The budgeted HUD amount, \$120,000, will be used to fund the actual ranger stipends. The supervisor's salary is requested from the casino funded budget. Requested amount from that source: \$8,500.

Does the Council approve this request?

Account Code: A.3120.0001.0110.000

Agenda Item #11

SUBJECT: Bid #2014-15 Sale of Street Millings

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

TO: Metro Contracting and Environmental, Inc.

2939 Lockport Road

Niagara Falls, NY 14305

FOR: Sale of approximately 37,785 tons of street millings

generated during the 2014 paving season:

\$ 2.04/ton

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 five (5) vendors. Six (6) bids were received. The above referenced company submitted the highest price for the millings. Five (5) other bids were received from: Modern Corporation, \$ 1.55/ton; LaFarge North America, \$ 1.34/ton; Villani's Lawn & Landscape, LLC, \$1.00/ton; Armand Cerrone, \$.76/ton; and Yarussi Construction Inc., \$.10/ton.

Will the Council so approve?

Agenda Item #12

**RE: RFP #2014-04 Refuse Collection and Disposal and
 Recyclable Materials Collection and Processing**

We respectfully request you approve the above mentioned Contract as follows:

TO: Modern Disposal Services, Inc.

 4746 Model City Road

 PO Box 209

 Model City, NY 17107-0209

FOR: Five (5) year contract for refuse hauling from collection sites from wheeled carts within the City limits, refuse disposal of all waste collected, recycling hauling from collection sites within City limits, processing and sale of recyclables commencing May 1, 2014 and ending April 30, 2019. Refuse Collection will remain every week and recycling collection will be every-other week.

A copy of the bid received by Modern Disposal Services, Inc. is attached for your information. Also attached is a spreadsheet projecting anticipated results of this Contract.

The City Purchasing Division certifies that Proposals were solicited in accordance with New York State General Municipal Law 120w. The above referenced Company submitted the only Proposal. Waste Management and Allied Waste Service submitted letters of decline as their response.

This expenditure will be charged to budget code: A8160.0000.0449.003

Will the Council so approve?

PRICING SECTION APPENDIX "B"

Text Section/Title	notes	YEAR 1 5/1/14- 12/31/14	YEAR 2 1/1/15- 12/31/15	YEAR 3 1/1/16- 12/31/16	YEAR 4 1/1/17- 12/31/17	YEAR 5 1/1/18- 12/31/18	YEAR 6 1/1/19- 4/30/19
9.3 Lump Sum Refuse Collection from all City parcels for time frame specified	Refer to Table in Sec. 9.2 for Parcel Count and Carts per Parcel	\$1,104,432.00	\$1,671,554.68	\$1,704,985.77	\$1,739,085.49	\$1,773,867.20	\$665,456.04
9.3.1.d	Annual, Lump Sum rate to supply Two (2) 8CY containers serviced 2x/week from 1925 Main St.	\$240.00	\$360.00	\$360.00	\$360.00	\$360.00	\$120.00
9.3.1.e	Annual, Lump Sum rate to supply Two (2) 65CY containers or equivalent	\$5,000.00	\$7,350.00	\$7,525.00	\$7,525.00	\$7,700.00	\$1,800.00
9.3.1.f	Annual, Lump Sum rate to supply one (1) 30CY container for the placement and collection of tires. Provide per ton disposal	\$80.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
9.3.1.g	Annual, Lump Sum rate to provide a 5 week, annual Bulk Waste Collection City wide (Collection Only). For parcel count, refer to Table in Sec 9.2.	NA year 1	\$48,217.92	\$49,182.28	\$50,165.93	\$51,169.25	\$52,192.63
9.4 Refuse Disposal Rate per Ton	Provide an annual rate per ton of waste collected city wide, and from sections 9.3.1b through 9.3.1.g, (excluding f) and 10.1	\$34.97	\$35.62	\$36.34	\$37.06	\$37.80	\$38.56
9.5 Recycling Collection, Every-other-week	refer to Table in Sec 9.2 for Parcel Count and Carts per Parcel	\$271,820.64	\$443,045.90	\$451,906.82	\$460,944.95	\$470,163.85	\$156,781.56
10.2 Provide a schedule of service rates for specific sized containers	Complete Table 10.2	See Table 10.2	See Table 10.2	See Table 10.2	See Table 10.2	See Table 10.2	See Table 10.2

Notes Year 1 service based on 35 weeks. Item 9.3.1.e based on an estimated 25 loads in 2014. Credit will be issued for unused service.
 Item 9.3.1.e based on an estimated 35 loads in Years 2 through 5. Credit will be issued for unused service
 Item 9.3.1.e based on an estimated 8 loads in Year 6. Credit will be issued for unused service
 Item 9.3.1.h Disposal of Bulk Waste will be disposed of at the same rate per ton as Item 9.4

10.3 Additional Collection Unit Rate	<i>Hourly Rate for Additional Collection during Routine Collection Hours Two (2) hour minimum per truck</i>	\$147.92	\$150.68	\$153.69	\$156.77	\$159.90	\$163.10
	<i>Hourly Rate for Additional Collection for After Hours Collection Four (4) hour minimum per truck</i>	\$221.87	\$226.02	\$230.54	\$235.15	\$239.86	\$244.65
	<i>Hourly Rate for Additional Collection during Weekend Hours Four (4) minimum per truck</i>	\$258.85	\$263.69	\$268.97	\$274.34	\$279.83	\$285.43
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	<i>Contractor to provide separate schedule(s) to incentivize waste reduction and recycling and/or provide revenue sharing unit rate per ton of recycling collected curbside/street-line/alley</i>	See Revenue Sharing Table					

Recycling Revenue Sharing and Incentives

Revenue Shared
 Monthly OBM(PPI) #8 High News, Buffalo - MRF processing Fee * Percentage Shared

OBM (PPI) #8 News (Buffalo, NY)	Materials Recovery Facility Processing Fee	Percentage of difference shared	Rate per ton paid	Recyclables collected monthly (less discards)	Revenue shared per ton
Enter value, #8 News	\$75.00	25.00%	TBD	130	Floor price paid \$2.50 per ton
Enter value, #8 News	\$75.00	30.00%	TBD	150	Floor price paid \$2.50 per ton
Enter value, #8 News	\$75.00	35.00%	TBD	180	Floor price paid \$2.50 per ton
Enter value, #8 News	\$75.00	40.00%	TBD	200	Floor price paid \$2.50 per ton
Enter value, #8 News	\$75.00	45.00%	TBD	230	Floor price paid \$2.50 per ton
Enter value, #8 News	\$75.00	50.00%	TBD	260	Floor price paid \$2.50 per ton

Maximum price paid per ton shared over the life of the agreement is \$20.00 per ton

Community Incentive Program 'Recycling Makes a Difference'

Modern has worked to improve upon the rewards program offered in our industry and has created a community based program designed to have a more direct and positive impact to the community, local civic groups and non-profit organizations. The program also provides a source of current and relevant information as well as reminders of the benefits of recycling and waste reduction to all participants.

Twice each year, residents will receive a newsletter that will feature recycling, energy saving tips and information on recycling seasonally discarded items. Updates on how well the City of Niagara Falls is recycling and diverting waste, along with space for a message from a government official.

This constant stream of current and relevant information will keep the recycling 'Buzz' alive and will touch households at a greater frequency to reinforce the positive message of recycling. Furthermore, it can be tailored to your community.

Another component of the 'Recycling Makes a Difference' incentive program is a direct cash payment to community and civic groups and non-profit organizations based on the performance of the current plan.

The incentive will be paid quarterly and directly to community or civic group(s) in the community who complete an application found on our website. The selection process is random and only one group can benefit per calendar year. The selection process can include a government official, member of Modern's staff or a randomly selected resident.

Modern will coordinate a check presentation to the winning group which can include a photo opportunity with government officials and Modern. The focus on publicity is yet another way to promote the recycling message and keep the 'Buzz' alive.

Volume Baseline: Is the monthly average of recyclables collected for the first three (3) months of Modern's collection in the City of Niagara Falls. Previous average is 135 net tons per month, therefore and for convenience purposes, the baseline will be 150 tons per month.

Material Collected: This is the volume of recyclables collected in net tons and delivered to a Material Recovery Facility or "MRF"

Volume Steps: The volume steps will be defined as increases of 10% increments in the Volume Baseline or 13.50 net tons increase.

Reward Rate: The reward rate will be \$2.50 per net ton.

Incentive Reward: The incentive reward will be the product of the Volume Step(s) achieved multiplied by the Reward Rate.

Incentive Cap: The Incentive Reward will be capped at \$ 500.00 per month.

The publicity and goodwill of awarding funds to a civic group(s) will provide a significant and constant boost further strengthening and enhancing citizens' participation and enthusiasm for the program, furthering the 'Buzz'. This along with the newsletter, our educational support, community activism and classroom programs in City schools will help insure continuing support of recycling; keep the 'Buzz' alive.

We are excited about this new approach and the benefits it brings to the community and the City of Niagara Falls.

**Community Incentive Program
'Recycling Makes a Difference'**

Volume Baseline 150
Rate \$2.50

INCENTIVE PLAN:
Modern will use the formula below in support of the
'Recycling Makes a Difference Program'

Percentage Increase	Benchmarks (tons)	Increase (NT)	Premium Reward
0%	150	0	\$0.00
10%	165	15	\$37.50
20%	180	30	\$75.00
30%	195	45	\$112.50
40%	210	60	\$150.00

Community Incentive Capped at \$500.00 per month

10.0 ADDITIONAL REQUESTS:

In addition to all Specific Proposal Conditions, please include pricing for the following:

- 10.1 Refuse Disposal Rate - for circumstances whereby the City collects refuse generated from hosting City events, Parks and recreation or other activities outside the scope of this RFP, the City requests a unit rate per ton of refuse delivered to a local, NYSDEC permitted solid waste disposal facility, for the duration of this contract.
- 10.2 Separate Container Service Rates - Effective January 1, 2015 the Respondent contractor shall provide dumpsters at the following frequency of collection at the following locations:

Location	Capacity	Frequency	Annual Rate for Specific Services, plus additional Pick up rate				
			1/1/15-12/31/15	1/1/16-12/31/16	1/1/17-12/31/17	1/1/18-12/31/18	1/1/19-4/31/19
Wastewater Treatment	Two (2) - 10cy Dumpsters	Every-other-week Pickup	\$360.00	\$367.20	\$374.54	\$382.03	\$429.89
		Extra Pick up rate	\$45.00	\$45.90	\$46.82	\$47.75	\$48.71
Water Treatment Plant	One (1) - 6cy Dumpster	Every-other-week Pickup	\$180.00	\$183.60	\$187.27	\$191.02	\$64.95
		Extra Pick up rate	\$30.00	\$30.60	\$31.21	\$31.84	\$32.47
Hyde Park Ice Pavilion	One (1) - 8cy Dumpster	3x per week May 15th to September 15th	\$86.00	\$67.32	\$68.67	\$70.04	NA
		Extra Pick up rate	\$38.00	\$38.76	\$39.54	\$40.33	\$41.13
Hyde Park Ice Pavilion	One (1) - 8cy Dumpster	3x per week June 15th to September 15th	\$55.00	\$56.10	\$57.22	\$58.37	NA
		Extra Pick up rate	\$38.00	\$38.76	\$39.54	\$40.33	\$41.13
Downtown (undetermined location)	One (1) - 10cy Dumpster	3x per week May 15th to September 15th	\$66.00	\$67.32	\$68.67	\$70.04	NA
		Extra Pick up rate	\$38.00	\$38.76	\$39.54	\$40.33	\$41.13

Pricing above reflects service, disposal, rental and container maintenance.

MODERN CORPORATION

Text Section/Title	YEAR 1 5/1/14 -12/31/14	YEAR 2 1/1/15 12/31/15	YEAR 3 1/1/16 12/31/16	YEAR 4 1/1/17 -12/31/17	YEARS 1/1/18 - 12/31/18	YEAR 6 1/1/19 - 4/30/19
9.3 Lump Sum Refuse Collection from all City parcels for time frame Specified.	\$1,104,432	\$1,671,555	\$1,704,986	\$1,739,085	\$1,773,867	\$665,456
9.3.1.d Two (2) 60Y containers serviced 2x/week from 1925 Main St. (Collection Only)	\$240	\$360	\$360	\$360	\$360	\$120
9.3.1.e Two (2) 65CY containers at apartment	\$5,000	\$7,350	\$7,525	\$7,525	\$7,700	\$1,800
9.3.1.f Annual Lump Sum rate to supply one (1) 60Y container for the placement and collection of tires. Provide for 2m disposal	\$80	\$85	\$85	\$85	\$85	\$85
9.3.1.g Annual Lump Sum rate to provide a 5 Week annual Bulk Waste Collection City wide (Collection Only). For parcel count, refer to Table in Sec. 9.3.	\$0	\$48,218	\$49,182	\$50,166	\$51,169	\$52,193
9.4 Refuse Disposal Rate per Ton	23,333	23,334	22,167	21,059	20,006	4,751
9.5 Recycling Collection, Every-other-week	\$34,977	\$35,622	\$36,34	\$37,06	\$37,80	\$38,56
10.2 Provide a schedule of service rates for specific sized containers	\$115,967	\$831,145	\$895,540	\$780,433	\$756,216	\$183,212
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$271,821	\$443,040	\$451,907	\$460,945	\$470,164	\$156,782
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$26,283	\$26,283	\$26,009	\$27,345	\$27,892	\$1,559
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	1104.17	7777.55	7933.10	8091.76	8253.60	2104.67
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$2,760	\$19,444	\$19,833	\$20,229	\$20,634	\$5,262
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$2,194,279	\$3,008,598	\$3,026,569	\$3,045,715	\$3,066,819	\$1,055,945
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$1,104,432	\$1,671,555	\$1,704,986	\$1,739,085	\$1,773,867	\$665,456
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$5,240	\$7,710	\$7,805	\$7,805	\$8,068	\$1,920
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$80	\$85	\$85	\$85	\$85	\$85
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$0	\$48,218	\$49,182	\$50,166	\$51,169	\$52,193
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$815,967	\$811,145	\$805,540	\$780,433	\$756,216	\$183,212
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$271,821	\$443,046	\$451,907	\$460,945	\$470,164	\$156,782
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$2,760	\$19,444	\$19,833	\$20,229	\$20,634	\$5,262
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$0	\$26,283	\$26,009	\$27,345	\$27,892	\$1,559
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$1104.17	7777.55	7933.10	8091.76	8253.60	2104.67
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$2,760	\$19,444	\$19,833	\$20,229	\$20,634	\$5,262
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$2,194,279	\$3,008,598	\$3,026,569	\$3,045,715	\$3,066,819	\$1,055,945
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$1,104,432	\$1,671,555	\$1,704,986	\$1,739,085	\$1,773,867	\$665,456
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$5,240	\$7,710	\$7,805	\$7,805	\$8,068	\$1,920
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$80	\$85	\$85	\$85	\$85	\$85
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$0	\$48,218	\$49,182	\$50,166	\$51,169	\$52,193
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$815,967	\$811,145	\$805,540	\$780,433	\$756,216	\$183,212
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$271,821	\$443,046	\$451,907	\$460,945	\$470,164	\$156,782
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$2,760	\$19,444	\$19,833	\$20,229	\$20,634	\$5,262
10.4 Recycling Revenue Sharing/Incentives for Waste Reduction	\$0	\$26,283	\$26,009	\$27,345	\$27,892	\$1,559

REFUSE COLLECTION (from Parcel)
 REFUSE COLLECTION (88 Highway Yard)
 REFUSE COLLECTION (Tires)
 REFUSE COLLECTION (Amnesty Month)
 REFUSE DISPOSAL
 RECYCLING COLLECTION
 RECYCLING REVENUE
 REFUSE COLLECTION (Table 10.2)

Agenda Item #13

**SUBJECT: LETTER OF AWARD FOR REPLACEMENT FOR RECONSTRUCTION OF HISTORIC
WOOD DOOR AT LASALLE LIBRARY – 8728 BUFFALO AVE.**

Three quotes were solicited from contractors. The following two were the result of bids received on April 22, 2014 for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Sicoli Construction Services, Inc. 4800 Hyde Park Blvd. Niagara Falls NY 14305	\$18,750.00
Big L Windows & Doors	\$20,750.00

It is the recommendation of the undersigned that this project be awarded to the low bidder Sicoli Construction Services, Inc. at their total bid of \$18,750.00. Funding is available in Code H0904.2004.0904.0449.599 and casino revenue.

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

Agenda Item #14

SUBJECT: FIRE PROTECTION SYSTEM IMPROVEMENTS FOR PARKING RAMP II - \$25,500.00

Upon completion of the both the County's Culinary Arts Facility and the City's concurrent parking ramp renovations, it was determined that for code compliance and public safety purposes, the fire protection systems of the former retail mall and parking ramp be separated, as well as improved so as to meet current building codes. To facilitate the process, the parking ramp's sprinkler system's subcontractor, Davis-Ulmer, was retained to perform the analysis of the existing system and to take any/all corrective measures necessary to achieve code compliance. The total cost for both analysis and the corrective actions is \$25,500.00. Funding is available in code: C.R. 1720.2570.0449.599

Will the Council vote to so approve the measures taken, and reimbursement of costs incurred, to comply with current codes and ordinances?

Agenda Item #15

**SUBJECT: LETTER OF AWARD FOR HYDE PARK ICE PAVILION EXISTING LOCKER ROOM RENOVATION
PHASE III – (MECHANICAL CONTRACT)**

The following was the result of bids received on April 22, 2014, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>
John W. Danforth Co. 300 Colvin Woods Pkwy Tonawanda NY14150	\$42,000.00
Parise Mechanical, Inc.	\$44,000.00

It is the recommendation of the undersigned that this project be awarded to the low bidder, John W. Danforth Co., at their Base Bid of \$42,000.00. Please note that this amount is funded through a combination of funding code H0819.2008.0819.599 and casino revenue.

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

Agenda Item #16

SUBJECT: Bid #2014-12 Fire Rescue Truck

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

TO: Empire Emergency Apparatus, Inc.

3995 Lockport Road

Niagara Falls, NY 14305

FOR: One (1) Rosenbauer EXT Heavy Rescue Apparatus Body:	\$368,810.00
One (1) Rosenbauer Commander Chassis	241,061.00
Credit for payment of chassis at time of delivery:	<u>(9,252.00)</u>

TOTAL: **\$600,619.00**

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 five (5) vendors. Two bids were received. The above referenced company submitted the lowest bid to meet the City's specifications.

Funds for this expenditure were approved in the 2014 Budget-Capital Budget for Fire Department Vehicles & Equipment.

Will the Council so approve?

**2014-12
PURCHASE OF NEW AND UNUSED
FIRE RESCUE TRUCK**

Empire Emergency Apparatus, Inc. ¹ 3995 Lockport Road Niagara Falls, NY 14305	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">\$368,810.00</td> <td>Body</td> </tr> <tr> <td>241,061.00</td> <td>Chassis</td> </tr> <tr> <td>(9,252.00)</td> <td>Deduct for payment of chassis upon delivery</td> </tr> <tr> <td>\$600,619.00</td> <td>Total Cost</td> </tr> </table>	\$368,810.00	Body	241,061.00	Chassis	(9,252.00)	Deduct for payment of chassis upon delivery	\$600,619.00	Total Cost
\$368,810.00	Body								
241,061.00	Chassis								
(9,252.00)	Deduct for payment of chassis upon delivery								
\$600,619.00	Total Cost								
Spartan Motors, Inc. ² 750 Ontario Street Kenmore, NY 14217	\$569,530.00								

1. Empire Emergency Apparatus, Inc. submitted an amount to be deducted if the chassis is paid for upon arrival at apparatus plant. We will be credited \$9,252.00 reducing the amount owed to \$600,619.00. The City would take advantage of this option.

2. In its bid request, the City specified a heavy duty extruded aluminum rear body design with structural members made of extruded aluminum stock. Specifications also called for the flat sheet stock to be at least 3/16 thick aluminum. Spartan Motors, Inc. submitted a bid that included a different material than specified for the superstructure and their sheet stock was only 1/4" thick. Their bid did not meet the specifications for this item and therefore, they cannot be considered for award.

In its bid request, the City specified a lifetime warranty on the structural components and fabricated body. Spartan Motors, Inc. warranty was for a period of 10 years. Therefore, they cannot be considered for award.

In its bid request, the City specified the drop-down steps to access the upper shelves on the rear body to have a weight load of 800 pounds (no exceptions). Spartan Motors, Inc. submitted a bid for a weight load of 270 pounds. Therefore, their bid cannot be considered for award.

In its bid request, the City specified the front fascia (front cab of the truck) to be dual wall, 3/16" aluminum plates. The sides, roof and rear wall were to be .018 or 3/16 minimum thickness. Spartan Motors, Inc. submitted a bid for only .013 for the sides and rear wall. The roof was only 3/32" and the front panel was only one 3/16" plate. Therefore, their bid cannot be considered for award.

In its bid request, the City specified the finish on the chassis frame rails and cross members to be hot dipped galvanized finish to stop corrosion from road salt. Spartan Motors, Inc. did not offer this treatment of the frame rails and cross members. Therefore, their bid cannot be considered for award.



City of Niagara Falls, New York

PO Box 69, Niagara Falls, NY 14302-0069

April 17, 2014

TO: The Council
FROM: Mayor Paul A. Dyster
RE: *RFP #2014-09 Refuse and Recycling Cart Purchase and Delivery*

We respectfully request you approve the above mentioned Contract as follows:

TO: Cascade Cart Solutions		
4950 37 th Street		
<u>Grand Rapids, MI 49512</u>		
FOR: Purchase and delivery of wheeled 64 gallon refuse carts		
(approximately 23,000 carts)	\$42.78 ea.	\$983,940.00 total
Purchase and delivery of wheeled 96 gallon recycling carts		
(approximately 22,000 carts):	\$50.96 ea.	\$1,121,120.00 total
Purchase of Scanner & Software for inventory monitoring		
(includes 10 year software licensing):		\$19,389.00
TOTAL:		<u>2,124,449.00</u>

The City Purchasing Division certifies that Bids were solicited in accordance with New York State General Municipal Law 103. The above referenced Company submitted the lowest Bid.

The City is eligible to submit a Grant for reimbursement of up to 50% of the cost of recycling carts.

We further request the Council authorize the use of Casino funds for this purchase.

Will the Council so approve?

Respectfully submitted,

Mayor Paul A. Dyster

Donna D. Owens, CPM, City Administrator

Shirley A. Bernat, Principal Purchasing Clerk

Funding Approval:

Maria C. Brown, City Controller
Council Meeting of April 28, 2014

ANDERSON _____ CHOOLOKIAN _____ GRANDINETTI _____ TOUMA _____ WALKER _____

	<i>UNIT RATE=></i>	Per Container	Per RFID Chip	Per In-Mold Label	Per Delivery	Total Cost of Cart	Quantity	SUM	Scanner & Software	GRAND TOTAL
CASCADE CART SOLUTIONS	64 GALLON	\$37.53	\$0.50	\$1.00	\$3.75	\$42.78	23,000	\$983,940.00	\$19,389.00	\$2,124,449.00
	96 GALLON	\$45.71	\$0.50	\$1.00	\$3.75	\$50.96	22,000	\$1,121,120.00		
OTTO	64 GALLON	\$40.22	\$0.50	\$1.65	\$3.92	\$46.29	23,000	\$1,064,670.00	\$7,000.00	\$2,272,210.00
	96 GALLON	\$48.50	\$0.50	\$1.65	\$3.92	\$54.57	22,000	\$1,200,540.00		
REHRIG-PACIFIC	64 GALLON	\$39.87	\$0.75	\$2.10	\$3.75	\$46.47	23,000	\$1,068,810.00	\$3,500.00	\$2,223,790.00
	96 GALLON	\$45.74	\$0.75	\$2.10	\$3.75	\$52.34	22,000	\$1,151,480.00		
TOTER 2/3 ASSEMBLED	64 GALLON	\$46.23	\$0.75	\$1.50	\$4.60	\$53.08	23,000	\$1,220,840.00	\$13,853.00	\$2,616,533.00
	96 GALLON	\$53.23	\$0.75	\$1.50	\$4.60	\$60.08	23,000	\$1,381,840.00		
TOTER FULLY ASSEMBLED	64 GALLON	\$48.53	\$0.75	\$1.50	\$3.60	\$54.38	22,000	\$1,196,360.00	\$13,853.00	\$2,573,340.00
	96 GALLON	\$56.74	\$0.75	\$1.50	\$3.60	\$62.59	22,000	\$1,376,980.00		
IPL	64 GALLON	\$38.39	\$0.70	\$0.90	\$6.03	\$46.02	23,000	\$1,058,460.00	\$5,500.00	\$2,220,500.00
	96 GALLON	\$44.39	\$0.70	\$1.40	\$6.08	\$52.57	22,000	\$1,156,540.00		

Agenda Item #18

**SUBJECT: CHANGE ORDER # 1 - \$58,560.00
CONSULTANT SERVICES AGREEMENT HYDE PARK ICE PAVILION EXISTING
LOCKER ROOM RENOVATION PHASE III**

A contract for the above referenced project was awarded to DiDonato Associates, P.E. of Buffalo on February 19, 2014 for professional services and design related tasks in the amount of \$94,500.00.

This new work involves full time Construction Inspection and any related testing, for Phase III of the project.

It is the recommendation of the undersigned that the City extend the existing professional service agreement with DiDonato Associates P.E. in the amount of \$ 58,560.00 to provide continuing on-site inspection for a new total of \$153,060.00. Please note that this amount is funded through a combination of funding code H0819.2008.0819.0449.599 and casino revenue.

Will the Council vote to so approve?

Agenda Item #19

**SUBJECT: LETTER OF AWARD FOR HYDE PARK ICE PAVILION EXISTING LOCKER ROOM RENOVATION
PHASE III – (PLUMBING CONTRACT)**

The following was the result of bids received on April 22, 2014, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALT.#1</u>	<u>ALT.#2</u>
Mollenberg-Betz Inc. 300 Scott St. Buffalo NY 14204	\$108,000.00	\$15,100.00	\$22,800.00
J.R.Swanson	\$139,200.00	\$20,600.00	\$34,100.00

It is the recommendation of the undersigned that this project be awarded to the low bidder, Mollenberg Betz, Inc., at their Base Bid of \$108,000.00. Please note that this amount is funded through a combination of funding code H0819.2008.0819.0449.599 and casino revenue.

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

Agenda Item #20

SUBJECT: LETTER OF AWARD FOR 2014 DRAINAGE STRUCTURE REPLACEMENT AND REPAIR PROJECT (VARIOUS LOCATIONS)

The following was the result of bids received on April 16, 2014, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Yarussi Construction Inc. 5650 Simmons Ave. Niagara Falls NY 14304	\$ 341,412.00
Mark Cerrone, Inc.	\$ 358,570.00
Socko Construction Co.	\$ 361,670.00

It is the recommendation of the undersigned that this project be awarded to the low bidder Yarussi Construction Inc. at their Base Bid of \$341,412.00. Please note that this amount is funded by a combination of both CHIPS (\$114,562.00) and Casino Revenue (\$226,850.00) sources. Funding is available in codes H0314.2014.0314.0449.599 and H0621.2006.0621.0449.599 respectively.

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

Agenda Item #21

SUBJECT: CHANGE ORDER #4 & FINAL - \$185,000.00
BUFFALO AVENUE RECONSTRUCTION
PIN 5460.28

A contract for the above referenced project was awarded to CATCO on May 29, 2012 in the amount of \$9,979,999.00.

To accommodate the contractor's late season construction rush, our inspectors and their environmental sub consultants were required to keep pace with both on-site and laboratory testing to adequately deal with any possible handling and disposal issues encountered. The costs for both the field and laboratory processing of the numerous samples collected totals \$180,520.00. Anticipating minimal additional monitoring and analysis as the contractor prepares to handle seasonally related plantings and temperature sensitive material installations, to complete this project, the undersigned request a "not to exceed" amount of \$185,000.00 to be added to the consultant services agreement we have with Clough-Harbour Associates (CHA), bringing their final contract total to \$5,053,900.00.

Please note that this amount is 95% reimbursable through current agreements between the City and New York State Department of Transportation.

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

Agenda Item #22

**SUBJECT: LETTER OF AWARD FOR HYDE PARK ICE PAVILION EXISTING LOCKER ROOM RENOVATION
PHASE III – (GENERAL CONTRACT)**

The following was the result of bids received on April 22, 2014, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Sicoli Construction Services Inc. 4800 Hyde Park Blvd. Niagara Falls NY 14305	\$408,600.00
Sicoli & Massaro, Inc.	\$472,000.00

It is the recommendation of the undersigned that this project be awarded to the low bidder, Sicoli Construction Services, Inc., at their Base Bid of \$408,600.00. Please note that this amount is funded through a combination of funding code H0819.2008.0819.0449.599 and casino revenue.

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

Agenda Item #23

**SUBJECT: LETTER OF AWARD FOR HYDE PARK ICE PAVILION EXISTING LOCKER ROOM RENOVATION
PHASE III (ELECTRICAL CONTRACT)**

The following was the result of bids received on April 22, 2014, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>
CIR Electric Construction Co. 400 Ingham Ave. Buffalo NY 14218	\$61,900.00
Industrial Power & Lighting Corp.	\$84,700.00
M&M Electric Co. Inc.	\$100,705.00
Electric Service & Systems, Inc.	\$103,400.00

It is the recommendation of the undersigned that this project be awarded to the low bidder, CIR Electric Construction Co., at their Base Bid of \$61,900.00. Please note that this amount is funded through a combination of funding code H0819.2008.0819.0449.599 and casino revenue.

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

Agenda Item #24

RE: Request for Approval to Settle and Pay Claim of Deanna C. King

1654 Niagara Avenue, Niagara Falls, NY 14305

Council Members:

Date Claim Filed:	March 18, 2014
Date Action Commenced:	N/A
Date of Occurrence:	February 20, 2014
Location:	1654 Niagara Avenue, Niagara Falls, NY
Nature of Claim:	Automobile damage sustained in an accident with City vehicle
City Driver:	Kristina Ligammari
Status of Action:	Claim stage.
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$270.70
Make Check Payable to:	Deanna C. King
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 #25

RE: Request for Approval to Settle and Pay Claim of Bradley R. Day
3300 Old Transit Road, Orchard Park, NY 14127

Council Members:

Date Claim Filed:	August 15, 2012
Date Action Commenced:	January 18, 2013
Date of Occurrence:	July 23, 2012
Location:	1785 New Road, Niagara Falls, NY
Nature of Claim:	Injuries sustained from falling object.
Status of Action:	Pre-trial stage.
Recommendation/Reason:	Best interests of City to pay.
Amount to be Paid:	\$20,000.00
Make Check Payable to:	Bradley R. Day and Cellino & Barnes, P.C.
Conditions:	Stipulation of Discontinuance and General Release to City, approved by Corporation Counsel.

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

Agenda Item #26

RE: Approval of the sale of 405 Ninth Street to Frank and Geraldine Fusarelli

Council Members:

The Council previously approved the sale of the adjoining lot at 407 Ninth Street to the Frank and Geraldine Fusarelli.

During the review of the request to purchase that lot the Department of Public Works suggested that the Fusarellis might be interested in the adjoining vacant City-owned lot at 405 Ninth Street as that would expand their parcel and would also remove the liability and maintenance responsibilities from the City.

This was communicated to the Fusarellis and they submitted a request to purchase the lot.

This was presented to the Planning Board for a recommendation to Council and the Planning Board voted to not recommend their request. A copy is attached hereto.

Since the Council is not bound by the Planning Board recommendation, the Fusarellis asked that their request be submitted to the Council.

Will the Council approve the sale of this premises for the sum of \$10.00 in an "as is" condition and with the requirement to combine the property with 407 and 409 Ninth Street, with the closing to be performed within 30 days, and with the standard pre-condition that the purchaser is not delinquent with any tax or water bill, and further authorize the Mayor to execute any deeds or other documents necessary to effectuate this transaction?



City of Niagara Falls, New York

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

December 18, 2013

NIAGARA FALLS PLANNING BOARD

APPROVAL OF RECOMMENDATION TO CITY COUNCIL
Disposition of Property – Real Property Sale

Pursuant to action taken by the Niagara Falls Planning Board on the 18th day of December 2013 your request is hereby **DENIED**.

NAME OF OWNER: City of Niagara Falls
ADDRESS OF ACTION: 405 Ninth Street
PURPOSE: Sell adjacent property to Frank & Geraldine Fusarelli

A real property disposition recommendation is **denied** for the following reasons:

- ✓ Adjacent property is not owner-occupied
- ✓ Is not consistent with the City's Comprehensive Plan
- ✓ Price to purchase is less than specified in the vacant lot agreement

DATE: December 18, 2013


Richard D. Smith, Chairman
Niagara Falls Planning Board

13 DEC 19 AM 11:29

NIAGARA FALLS
CITY CLERK

Agenda Item #27

RELATIVE TO NIAGARA FALLS YOUTH BOARD

BY:

Council Chairman Charles Walker

WHEREAS, the City Council established the Niagara Falls Youth Board in 1965; and

WHEREAS, there are currently fifteen members on the Youth Board; and

WHEREAS, the Youth Board has found that this number is not manageable for

obtaining quorums for meetings and has requested that the number of members be reduced

to nine.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York that the Niagara Falls Youth Board will consist of nine members to be appointed by the Council for three year terms, one of whom must be between the ages of sixteen and twenty-one years old.

RELATIVE TO YOUTH BOARD APPOINTMENTS

BY: Council Chairman Charles A. Walker

BE IT RESOLVED, that the following individuals are hereby re-appointed to the City of Niagara Falls Youth Bureau for the term expiring on the date which appears opposite their names:

<u>RE-APPOINTMENTS</u>	<u>TERM EXPIRES:</u>
Noreen Chatmon	12/31/2014
Michael Montanaro	12/31/2016
Rashad Travis	12/31/2016
Rick Williams	12/31/2016

Agenda Item #29

RELATIVE TO

**ESTABLISHING A COMMITTEE TO FORM AN IMPROVED
CAPITAL PLAN FOR THE CITY OF NIAGARA FALLS**

BY:

Council Chairman Charles Walker

WHEREAS, the costs of various capital projects have exceeded their projected costs, as contained in the City's current Capital Plan, and

WHEREAS, the costs of several new capital projects are not reflected in the City's current Capital Plan,

NOW, THEREFORE, BE IT RESOLVED, that the Niagara Falls City Council hereby requests that the mayor convene a committee to create a new capital plan that more accurately reflects the costs of capital projects to the city.

Agenda Item #30

RELATIVE TO REAPPOINTMENT TO THE
MUNICIPAL CIVIL SERVICE COMMISSION

BY:

Council Chairman Charles Walker

BE IT RESOLVED, that the following individual is hereby reappointed to the

Municipal Civil Service Commission for a term concluding at the expiration date

appearing opposite his name:

RE-APPOINTMENT _____ TERM EXPIRES:

Mr. Lewis Rotella

5/31/2020

8950 Rivershore Drive

Niagara Falls, NY 14304

Monday, April 28, 2014 Council Meeting

PRESENTATIONS:

ADMINISTRATIVE UPDATE: