

September 19, 2016

**PRESENTATIONS:**

1. Niagara Military Affairs Council (NIMAC) – Annual update for the community Mr. John Cooper, Chairman and Mr. Bill Wagner, Vice-Chair
2. DocuPet Inc.  
Kevin MacKenzie, Municipal Sales & Business Development
3. "Niagara Falls Home Purchase/Value Trends"  
Seth Piccirillo, Director – City of Niagara Falls Community Development

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**ADMINISTRATIVE UPDATE:**

None

## Agenda Item #1

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

### **NOTICE OF CLAIM**

Paonessa, Esther  
1802 Niagara Street

In reference to personal injuries.

Perry, Skylar  
551 18<sup>th</sup> Street

In reference to vehicle being towed and ticketed due to city paving the street.

Friedly, Cheryl  
1881 Linwood Avenue  
c/o Fanizzi & Barr P.C.

In reference to personal injuries caused by a city sidewalk.

Dykes, Kamilah  
1158 Garden Avenue

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

Gray Furnace Service  
6411 Elsa Place

In reference to business vehicle damage caused by a city vehicle.

Tighe, Patrick  
1439 100<sup>th</sup> Street

In reference to vehicle damage caused by the city performing road work.

Farinas, Adam  
9152 Griffon Avenue

In reference to vehicle damage caused by a tree limb from a City tree.

### **NOTICE OF PETITION**

McCann, Megan I.  
c/o Steiner & Blotnik PC

Index No. 158878/2016

### **SUMMONS**

Jackson, Katia  
1422 8<sup>th</sup> Street, Apt. 2  
c/o Matthew T. Mosher, Esq.  
Viola, Cummings & Lindsay, LLP

Index No: E159314/2016

Agenda Item #10

***RE: Memorandum of Understanding between the City Of Niagara Falls and the Niagara Falls Police Club, Inc.***

Council Members:

As you know, between November 2010 and November 2015, the City of Niagara Falls was a party to a Stipulated Order of Consent with the New York State Office of the Attorney General which required the City to undertake the review and reform of its Police Department policies and procedures. Overall, this process has been a success in that the Police Department has significantly strengthened its policies in the areas of diversity, community policing and use of force and have made a positive impact both in the department and with the general public. These benefits were noted by the office of the Attorney General at the conclusion of the Consent Order.

Unfortunately, in order to implement the departmental changes within the time period required by the Office of the Attorney General, there was no opportunity to negotiate those changes with the City's two Police Unions as required by the Taylor Law. Conflicts arose with the unions in areas where the new departmental practices conflicted with terms contained in their Collective Bargaining Agreements with the City. As a result, the New York State Public Employment Relations Board recently ruled that the City committed an improper practice in a proceeding brought by the Niagara Falls Police Club. PERB directed the City to rescind a number of the policy changes made pursuant to the Consent Order; however, doing so would put the City back into the same position that it was in prior to the Consent Order in 2010.

In early 2016, the City began meeting with both the Police Captains and Lieutenants Association and the Police Club to discuss the impact of the PERB decision on the new departmental policies. As you know, the City reached an agreement with the Police Captains and Lieutenants Association in May of this year. With encouragement from the Office of the Attorney General, I am pleased to announce that our discussions with the Police Club have also been fruitful and that the City will now be able to continue to utilize the positive policy changes brought about through the Consent Order.

The Agreement that has been attached for your consideration is a product of the desire of both the City and the Police Club to continue the advancement of the Police Department has made in the last five years while maintaining a continued commitment to collective bargaining. The attached Memorandum of Understanding will accomplish the following:

1. To adequately compensate each member of the Police Club for their role in implementing the Consent Order;
2. To resolve a longstanding dispute regarding the interpretation of the City's employee residency requirement;
3. To reaffirm the commitment of both parties to the spirit of collective bargaining by allowing the parties to mutually develop departmental policies as required by PERB, and;
4. Allow the City to keep in place the departmental reforms brought about over the last five years without interruption.

While the proposed Agreement will result in some financial impact, it does allow for a deferral of payments to allow the City financial flexibility over the next two years. However, this financial impact is more than offset by the City's commitment to protect the constitutional rights of our citizens and the promotion of safe and efficient police practices.

Will the Council so approve?

## **MEMORANDUM OF UNDERSTANDING**

**CITY OF NIAGARA FALLS, NEW YORK  
and  
NIAGARA FALLS POLICE CLUB, INC.**

The **CITY OF NIAGARA FALLS, NEW YORK** (hereinafter, "CITY"), a municipal corporation organized and existing pursuant to the laws of the State of New York, and the **NIAGARA FALLS POLICE CLUB, INC.** (hereinafter, "POLICE CLUB"), the bargaining unit designated as the exclusive representative for collective negotiations and the settlement of grievances for all police officers employed by the City with a rank below Lieutenant represented by said unit, have negotiated the following agreement to further their employment relationship and to promote the continued efficiency of the Niagara Falls Police Department.

1. **Wages:** All currently active Police Officers shall receive the following increase to base salary: 1.5% increase, effective January 1, 2017; 1.5% increase effective, January 1, 2018.
2. **Compensatory Time:** Currently active Police Officers hired by the City prior to January 1, 2012 and covered under this agreement will receive one hundred and fifty (150) hours of compensatory time, as compensation for additional, non-negotiated work that was done by Police Club members during the above period. Compensatory time shall be distributed to the employee in two (2) 75 hour allotments, on January 1, 2017 and January 1, 2018, respectively. Any officer planning to retire prior to the aforementioned dates of distribution must notify the Personnel Department at least thirty (30) days prior to the employee's retirement date so that the employee may be credited with the undistributed amount prior to retirement.

Currently active Police Officers hired by the City between January 1, 2012 and January 1, 2014 and covered under this agreement will receive seventy five (75) hours of compensatory time. Compensatory time shall be distributed to the employee in two (2) 37.5 hour allotments, on January 1, 2017 and January 1, 2018, respectively.

Currently active Police Officers hired by the City between January 1, 2014 and November 30, 2015 and covered under this agreement will receive forty (40) hours of compensatory time. Compensatory time shall be distributed to the employee in two (2) 20 hour allotments on January 1, 2017 and January 1, 2018, respectively.

3. **Uniform Allowance** (Section 6.14): Effective January 1, 2017, Uniform Allowance payments for all police officers will be rolled into police officer's base pay.
4. **Payment of Attorney's Fees:** The City shall reimburse the Police Club for attorney's fees arising out of *Niagara Falls Police Club v. City of Niagara Falls*, PERB Case No. U- 32227. The amount of said fees is \$35,527.94.
5. **Residency:** Effective immediately, all police officers represented by the Police Club will abide by the City's employee residency requirement (Local Law No. 7 of 1984, as amended) as written. Following completion of 10 years (520 weeks) of City employment, police officers represented by the Police Club will be permitted to reside within Niagara County or any adjoining county; this 10 year residency exception will not apply to any police officer hired after the effective date of this agreement.
6. **Tourist Season Manpower Deployment:** The Police Superintendent has developed the attached manpower deployment standard which will address the potential for increased demands on the police department during the City's tourist season.
7. **Amendment of Departmental Orders:** Within sixty (60) days, the City and the Police Club agree to mutually review and refine certain departmental orders and rules in order to bring the same into compliance with the requirements of the Taylor Law. Specifically, the parties will amend departmental orders and rules which address employee discipline, use of force and personnel files.

All other existing departmental policies, rules and orders not otherwise modified or amended by the parties will remain in full force and effect.

Dated: September 19, 2016

City Of Niagara Falls, New York

Niagara Falls Police Club, Inc.

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Paul A. Dyster  
Mayor

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Michael Lee  
President

ATTEST:

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Carol Antonucci  
City Clerk

Road Patrol Staffing Levels

January 1 to Victoria Day/Labor Day to December 31

A shift - 7 beat cars

B shift - 8 beat cars

C Shift - 7 beat cars

All weekend shifts - 8 beat cars

Victoria Day to Labor Day

A shift - 9 beat cars

B shift - 9 beat cars

C shift - 9 beat cars

Agenda Item #11

**SUBJECT: LETTER OF AWARD FOR BOILER REPLACEMENT AT FIREHOUSE #4  
740 TENTH STREET**

The following was the result of bids received on September 7, 2016, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALT. 1</u>
H.W. Bryk & Sons, Inc. 4300 Hyde Park Blvd. Niagara Falls NY 14304	\$25,940.00	\$7,043.00
Greater Niagara Mechanical Inc.	\$26,300.00	\$9,700.00
DV Brown & Associates	\$29,000.00	\$7,300.00

It is the recommendation of the undersigned that this project be awarded to the low bidder H.W. Bryk & Sons, at their Base Bid and Alternate #1, for a total bid price of \$32,983.00.

Funding is available through code H1311.2013.1311.0449.599.

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 #12

**SUBJECT: PORTAGE ROAD RECONSTRUCTION PROJECT  
ENVIRONMENTAL CONSULTANT SERVICES CONTRACT**

In conjunction with the award of the above-referenced project, specific environmental concerns regarding radioactive material handling and disposal have developed. These concerns mimic the concerns that existed at both the Lewiston Road and Buffalo Avenue Reconstruction projects. Each time, for each project, the firm of Great Lakes Environmental & Safety Consultants, LLC has provided the on-site inspection and soil analytical processes needed to comply with any/all legal requirements.

It is the intent of the undersigned to again award the environmental consultant services contract to Great Lakes Environmental & Safety Consultants, LLC, for an initial amount of \$185,000.00. Funding is available via the City's annual NYSDOT CHIPs allotment.

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 #13

Please be advised that Mayor Paul A. Dyster, on September 8, 2016, duly approved the following:

1. Resolution 2016-90, relative to Amending Chapter 710 of the Codified Ordinances entitled "Use of Tobacco, Nicotine or other like substances upon real property owned or leased by the City of Niagara Falls"
2. Resolution 2016-94, relative to Amending chapter 337 of the Codified Ordinances entitled "Collateral Loan Brokers A/K/A Pawnbrokers"

Agenda Item #14

SUBJECT: Second Hand Dealers

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

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

Kash Pro Unlimited  
1818 Pine Ave  
Niagara Falls, NY 14301

Will the Council so approve?

Agenda Item #15

*RE: December 2015 In-Rem Auction*

*1648 and 1654 Ontario Avenue*

Council Members:

You had previously approved the sale of above referenced properties to the high bidder from the December auction.

The time to finalize the transaction has expired and the high bidder's deposit has been forfeited. It is requested that the Council authorize the transfer of these properties to the back bidder, Nelson Fasciano, Jr. for a total price of \$13,500 for the two properties.

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

Agenda Item #16

*RE:* Request for Approval to Settle and Pay Claim of Jen Stachowski  
621 66<sup>th</sup> Street, Niagara Falls, NY 14304

Council Members:

Date Claim Filed:	August 12, 2015
Date Action Commenced:	N/A
Date of Occurrence:	August 12, 2015
Location:	Intersection of 56 <sup>th</sup> Street and Niagara Falls Boulevard
Nature of Claim:	Automobile damage during weed removal.
Status of Action:	Claim stage.
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$351.00
Make Check Payable to:	Jen Stachowski
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?

**RELATIVE TO AN APPOINTMENT TO THE ZONING BOARD OF APPEALS**

BY:

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

**WHEREAS**, Ms. Camille Sarkees recently resigned from the Zoning Board of Appeals with an unexpired term running until December 31, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individual is hereby appointed to the City of Niagara Falls Zoning Board of Appeals, effective immediately to fill the unexpired term of Ms. Camille Sarkees.

APPOINTMENT: \_\_\_\_\_ TERM EXPIRES:

Kristyn Wojton

12/31/2018

953 Rankine Road

Niagara Falls, NY 14305

Agenda Item #2

The following is a report of the licenses issued and collections made in the Office of the City Clerk during the month of August, 2016.						
				<b>CONTROLLER</b>	<b>TOTAL</b>	
A1255-001 A012		Vital Statistics		\$ 4,764.00	\$ 4,764.00	
A1255-004 A013		Copies of Records		\$ 679.50	\$ 679.50	
A1255-004 A013		Certificates of Marriage		\$ 910.00	\$ 910.00	
A2501-006 A042		Tour Driver/Guide		\$ 155.00	\$ 155.00	
A2501-011 A044		Peddler		\$ 600.00	\$ 600.00	
A2501-014 A046		Electrician - Exam Fee		\$ 125.00	\$ 125.00	
A2542-000 A053		Dogs/NYS Agr. & Mkts	\$ 324.00	\$ -	\$ 324.00	
A2542-000 A053		Additional Dogs		\$ 3,474.00	\$ 3,474.00	
A2545-001 A054		Marriage License/NYSHD	\$ 2,047.50	\$ 682.50	\$ 2,730.00	
A2545-023 A318		Hunters/NYS DEC RAU	\$ 5,128.48	\$ -	\$ 5,128.48	
A2545-023 A318		Hunters Fees		\$ 263.52	\$ 263.52	
A1255-003 A499		Notary Fee		\$ 16.00	\$ 16.00	
A1255-005 A528		Dog Release		\$ 250.00	\$ 250.00	
TA63008 A597		Marriage Performance		\$ 800.00	\$ 800.00	
A1255-006-A696		Photos/passport-license		\$ 27.00	\$ 27.00	
<b>TOTAL:</b>			<u>\$ 7,499.98</u>	<u>\$ 12,746.52</u>	<u>\$ 20,246.50</u>	
Check #	20888	NYS Dept.of Arg. & Mkts		\$ 324.00		
Check #	20861	NYS Health Department		\$2,047.50		
Check #	ET	NYS DEC RAU		\$5,128.48		

### Agenda Item #3

#### **Home Ownership Auction Sale Revisions:**

**932 Depot Avenue, 2890 McKoon Avenue, 2723 Lasalle Avenue**

The Niagara Falls Community Development Department hosted Home Ownership Auctions in 2013, 2015 and 2016, with the following guidelines:

- Successful bidders must agree to own and live in the home as prime occupant for no less than five years and pay all applicable property taxes.
- Successful bidders must submit a renovation plan, designating work to be completed by the owner and/or contractors, as well as possess the financial ability to execute the renovation prior to completing the sale agreement with the City of Niagara Falls.
- If the above terms are not met after the purchase of the property, ownership will revert back to the City of Niagara Falls.
- Beginning with the 2015 Home Ownership, successful bidders were required to pay a bidder's fee and a bidder bond of \$500. The bidder bond is to only be returned upon the completion of the renovation.

All Home Ownership Auction properties are required to receive sale recommendation for the Niagara Falls Planning Department and sale approval from the Niagara Falls City Council. As this process deals with long vacant properties, with long standing title/lien issues, and major renovation needs, unforeseen search issues and discrepancies occur. Despite these unforeseen issues, the process has led to successful renovations and sale closings on vacant properties.

The Niagara Falls requests Niagara Falls City Council approval of the following revisions, for the stated reasons, in the pursuit of successful renovation and occupancy of these properties.

#### **932 Depot Avenue**

##### 2016 Home Ownership Auction

The successful bidder decided that he no longer wanted to pursue the property, thus forfeiting the \$500 bidder bond. The successful bid price was \$1,000. The Niagara Falls Community Development Department proposes sale to the second highest bidder (Saladin Allah), per program guidelines for \$700 (Mr. Allah's final bid).

#### **2890 McKoon Avenue**

##### 2016 Home Ownership Auction

The successful bidder (Richard Anderson) no longer wants to pursue the property, thus forfeiting the \$500 bidder bond. The successful bid price was \$9,500. Mr. Angel Melendez, the successful bidder on a separate 2016 Home Ownership Auction house (2878 McKoon Avenue) has expressed an interest in pursuing 2890 McKoon Avenue versus 2878 McKoon Avenue, and has yet to close on that property. The Niagara Falls Community Development Department proposes sale of 2890 McKoon Avenue for the high bid amount. In addition, Habitat for Humanity has expressed interest in the purchase on 2878 McKoon Avenue.

**2723 Lasalle Avenue**

2015 Home Ownership Auction

Approved Bidder: Renee Mathews

The Niagara Falls City Council approved sale of 2723 Lasalle Avenue to Ms. Mathews in January 2016 for \$18,000. Despite being foreclosed upon by the City of Niagara Falls, the property has past mortgage liens that make bank financing complicated. To ensure that the approved renovation continues, the Niagara Falls Community Development Department proposes revising the sale price to \$10,000 if Ms. Mathews is willing to close on the property prior to September 30, 2016.

#### Agenda Item #4

### **Approval of the City of Niagara Falls Leased Housing Program Housing Voucher (HCV) Administrative Plan**

Pursuant to United States Department of Housing and Urban Development (HUD) guidelines, the City of Niagara Falls Community Development Department has prepared a Housing Choice Voucher Administrative Plan. The purpose of the administrative plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local goals and objectives.

The draft plan has been available for public review, as required by CFR 24 Part 903, since June 13, 2016. Paper copies of the draft plan were made available at both the Carnegie Building (Niagara Falls Community Development Offices) and the Niagara Falls Public Library – Main Branch. An electronic version of the draft plan was made available at [www.nf-cd.org](http://www.nf-cd.org). A public hearing was held to receive comments on August 18, 2016. The public hearing, and the opportunity to review the draft plan, was advertised in the Niagara Gazette, as the publication of record and [www.nf-cd.org](http://www.nf-cd.org). A copy of the draft plan was submitted to the Niagara Falls City Council office.

Upon Niagara Falls City Council approval, the HCV Administrative Plan will become a fully adopted policy document. No further HUD approvals are required, as this is a local governance document. Does the Council vote to approve the City of Niagara Falls HCV Administrative Plan?

Agenda Item #5

*RE: Agreement with Niagara County regarding Youth Development Program 2016*

Council Members:

It is recommended that the City undertake and carry out the Niagara Falls Youth Board Recreation Program on behalf of the Niagara County Department of Social Services and the Niagara County Youth Bureau (the "County"). The City will be undertaking certain recreational activities for City youth on behalf of the County. In consideration for the City undertaking and carrying out these recreational programs, the County will pay the City an amount not to exceed \$24,850.00. The term of this agreement will be from January 1, 2016 through December 31, 2016. Attached is a copy of the proposed agreement.

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

**A G R E E M E N T**

THIS AGREEMENT made as of the 1st day of January, 2016, by and between the NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES, with offices at 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, acting on behalf of the NIAGARA COUNTY YOUTH BUREAU (hereinafter referred to as the "COUNTY") and the CITY OF NIAGARA FALLS, with offices at 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302-0069 (hereinafter referred to as the "MUNICIPALITY".)

WITNESSETH:

WHEREAS, the Municipality has offered to perform certain services for the Niagara County Youth Bureau, namely the Niagara Falls Youth Board Recreation program (hereinafter referred to as the "PROJECT".)

NOW, THEREFORE, it is mutually agreed by and between the Municipality and the County as follows:

**SECTION 1. SCOPE OF PERFORMANCE.**

A. The Municipality agrees to provide, in a professional and workman-like manner and to the satisfaction of the County, a Youth Development program that shall:

1. Provide 400 youth with daily recreational activities at pools and playgrounds during the months of June, July and August.
2. Provide Night Gym during winter months for 350 youth.
3. Host special events throughout the year for 1200 youth and their families.

B. Performance of the services by the Municipality called for by this Agreement shall be subject to supervision by the Niagara County Youth Bureau as follows:

1. The Municipality shall provide to the Youth Bureau such reports as the Youth Bureau shall deem necessary and in the number requested. Requests for reimbursement will not be approved by the Youth Bureau unless all reports are received when due.
2. The Municipality shall provide to the County any financial records as deemed necessary for the purpose of performing a fiscal audit.
3. The Municipality shall submit with its quarterly reports the minutes or a summary of the minutes of Board meetings or meetings of citizen body responsible for the project.
4. The Youth Bureau shall have the authority to monitor and evaluate the Project covered by the Agreement, to have access to program, case, and fiscal records for the purpose of monitoring and evaluating and to take whatever action it deems necessary to accomplish the purpose of this Agreement.

5. The Municipality shall be bound by the line item budget of the Service Program, on file with the Youth Bureau. No change in the line item budget shall be made by the Agency unless approved by the Youth Bureau and the New York State Office of Children and Family Services.

The Municipality agrees that eligibility for participation in the service program shall not be based on creed, race, or national origin.

The Municipality shall acknowledge the financial support of the New York State Office of Children and Family Services through the Niagara County Youth Bureau in all its public relations materials.

**SECTION 2. TERM OF AGREEMENT.**

All work and services required pursuant to this Agreement shall be commenced January 1, 2016, and are to be completed by the date of December 31, 2016.

**SECTION 3. FEE.**

- A. This agreement shall not take effect and payments hereunder shall not be made unless approval of the application to the New York State Office of Children and Family Services for aid for the Project is received. To be reimbursable, all expenditures by the Municipality must be made in accordance with the Program Budget on file with the Youth Bureau and as approved by the New York State Office of Children and Family Services.
- B. The County agrees to pay and the Municipality agrees to accept as full payment for the work and services performed pursuant to this Agreement a sum, which shall in no event exceed Twenty-four thousand, eight hundred fifty dollars and 00/100 (\$24,850.00).
- C. The County will pay the Municipality the sum contracted for in installments upon submission by the Municipality of properly executed vouchers and/or receipts for expenses incurred, approved, and audited by the Niagara County Youth Bureau.
- D. In the event the amount of State Aid allocated to this Project is reduced, the contract amount will be reduced accordingly.

**SECTION 4. AUTHORIZED AGENT FOR THE COUNTY AND THE AGENCY**

- A. The County hereby designated the  
(Title) Commissioner  
(Address) 20 East Avenue, P.O. Box 506, Lockport, NY 14095-0506

B. The Municipality hereby designates the

(Title) Mayor

(Address) 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302-0069

Or its authorized representative in case of its absence as the authorized Agent of the County or the Municipality for receipt of all notices, demands, vouchers, other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered personally to the authorized agents designated herein. The County hereby reserves the right to designate other or additional authorized agents upon written notice to the Municipality that shall be signed by the authorized agent of the County.

**SECTION 5. INDEMNIFICATION.**

The Municipality hereby agrees to indemnify and save harmless the County against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees, and expenses of whatever kind or nature which the County may directly or indirectly incur, suffer, or be required to pay by reason of the negligent acts or omissions of the Municipality. If a claim or action is made or brought against the County and for which the Municipality may be responsible hereunder in whole or in part, then it shall be notified.

**SECTION 6. AUDIT.**

The Municipality agrees that the County shall until the expiration of three (3) years after final payment have access to and the right to examine any directly pertinent books, documents, papers, and records of its and of any of its sub-contractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

**SECTION 7. TERMINATION.**

- A. If for any reason the terms of this Agreement are not adhered to, then the County may terminate the said Agreement upon written notice to the Municipality.
- B. If for any reason the Municipality fails to comply with New York State Office of Children and Family Services rules and regulations, then the County may terminate this Agreement upon written notice to the Municipality.

**SECTION 8. PROHIBITION AGAINST ASSIGNMENT.**

The Municipality agrees that it is prohibited from assigning, transferring, conveying, subletting, or otherwise

disposing of this Agreement of any of its contents, or of its right, title, or interest therein, or of its power to execute such Agreement of any other person or corporation without the previous consent in writing of the County.

**SECTION 9. CONTRACT DEEMED EXECUTORY.**

The Municipality specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement and that no liability shall be incurred by the County beyond the monies available for the said purpose.

**SECTION 10. EXTENT OF AGREEMENT**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES

By Anthony J. Restaino  
Commissioner

Date \_\_\_\_\_

Approved as to Form

Thomas W. Scirto  
Chief Counsel, NCDSS

CITY OF NIAGARA FALLS

By Paul Dyster  
Mayor

Date \_\_\_\_\_

Agenda Item #6

*RE: Usage of LaSalle Facility by Cayuga Gamblers Travel Softball League*

Council Members:

The City has once again been requested by the Cayuga Gamblers Travel Softball League to use the LaSalle facility for its fall, winter and spring season 2016-17. Utilization would be for full days on Saturdays and Sundays as the League has done during the past ten years. Attached is a copy of correspondence containing this request.

Will the City allow the League to utilize the LaSalle facility as requested in exchange for a fee of \$100.00 to apply to administrative expenses?



**Cayuga Gamblers Travel Softball**

PO Box 3031  
Niagara Falls New York 14304



August 14, 2016

To Whom It May Concern,

The Cayuga Gamblers would like to once again request the usage of the LCARA Recreational Facility on Colvin Boulevard for the fall, winter and spring season of 2016-17. The group consists of 8 separate teams, therefore the request would include the full days of Saturdays and Sundays as we have the past 12 years. We have always started training the first week of October and finish up in mid April.

We are fully insured and will forward the updated insurance policies once they are received for all the teams included. The off season training that we go through includes professional lessons from college pitching instructors and past college players along with experienced hitting instructors which the families pay out of pocket

We supply all of our own equipment which includes netting to reduce the chance of any damage to the facility. All coaches have attended many clinics and have been instructed on how to properly work with the young softball players. Many of the girls that we have worked with in the past have gone on to have successful college softball and academic seasons.

With the help of the city and the usage of the facility, it allows us to keep the cost down for the players of Niagara Falls and keeps them competitive in their WNY league play along with tournaments they play in numerous States and Canada.

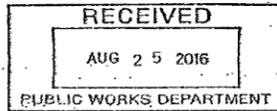
The players and families appreciate the past help and usage of the facility the City of Niagara Falls has graciously let us utilize.

If you have any questions or concerns, please call or email

Thank You

*Jim Bradley*  
1702 100<sup>th</sup> St  
Niagara Falls, NY 14304

2017 Cayuga Travel Softball Director  
(H) 297-0402  
(C) 471-2686  
jbradfan@aol.com



Agenda Item #7

**RE: Greenway Funding for Old Stone Chimney Relocation**

Council Members:

In 2014, the Council approved an application to the Greenway Commission for consistency and to the Host Community Standing Committee for funding in the amount of \$200,000 for construction costs related to site development and relocation of the Old Stone Chimney.

The New York Power Authority has funded the relocation of the Chimney and, therefore, it is requested that the Council authorize the City to ask the Host Community Standing Committee to reallocate the funding for additional site development, such as landscaping, lighting, signage, etc. and Park amenities including historical interpretations.

Will the Council so approve?

Agenda Item #8

*RE:* 2011 through 2014 Memorandum of Agreement between the City of Niagara Falls  
and the Niagara Falls Police Club, Inc.  
(Police Dispatcher and Communications Technician)

Council Members:

Attached please find the proposed 2011 through 2014 Memorandum of Agreement between the City of Niagara Falls and the Niagara Falls Police Club Inc. Specifically, this Agreement pertains to the Police Dispatchers and Communications Technicians that are represented by the Niagara Falls Police Club, who are not allowed to participate in binding interest arbitration. This proposed Agreement is a four year extension of the parties' collective bargaining agreement as it relates to the aforementioned individuals.

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF NIAGARA FALLS, NY  
AND  
NIAGARA FALLS POLICE CLUB, INC.,**

**“POLICE DISPATCHER and COMMUNICATION TECHNICIAN”**

The CITY OF NIAGARA FALLS, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York, and the NIAGARA FALLS POLICE CLUB, INC., the bargaining unit designated as the exclusive representative for collective negotiations and the settlement of grievances for all civilian employees and police personnel of the City of Niagara Falls Police Department, including the Police Dispatchers and Communication Technicians, excluding all other employees and police personnel of the rank of police lieutenant or higher, have negotiated the following modifications to the existing collective bargaining agreement specifically and exclusively concerning the aforementioned Police Dispatchers and Communication Technicians:

1. **Term (§12.08):** 1/1/11 through 12/31/14.
2. **Base Pay (§6.01):** 2011 – 1.5%; 2012 – 2%; 2013 – 1%, effective 1/1/13 and 1%, effective 12/31/13, and; 2014 – 1%.
3. **Payment (§6.15):** Delete language providing officers with option of direct deposit of paychecks; replace with language directing that all payments made to officers pursuant to the collective bargaining agreement be made through direct deposit. Also, any payment of additional compensation or premium pay will be made between April 1 and May 31 each year.
4. **Sick Leave:** Delete current contract language in section 9.05 and add the following:
  - A. Each police officer shall be entitled to paid leave of absence due to illness or disability. Each officer will be credited with one day of sick leave, per month of employment, and may accumulate up to 180 days. In the event of absence, due to illness or disability, one accumulated sick day shall be deducted from the number of days standing to the credit of the officer, for each day of absence.
  - B. The City may, at its discretion, send a nurse to the home of the officer, at any time, to verify his illness and it may require an officer to be examined, at its expense, by a physician of its own choosing.
  - C. The City, at its discretion, will require an employee to verify their illness with verification from their attending physician or medical professional or undergo a medical examination by a medical professional of the City's

choosing should the employee utilize three (3) consecutive sick days or the absence will not be charged against accumulated sick leave.

D. If an officer is absent because of illness more than 5 times in a calendar year, the Superintendent may, upon written notice, require the officer to supply a physician's letter for each additional absence in that year.

E. An officer who is absent on sick leave, who has reason to leave the City, may do so upon permission by the City's physician or the Superintendent and the permission may include conditions under which approval is granted.

F. In the event of dispute between the officer's physician and the City's designated physician, the matter will be submitted to a physician mutually selected by the parties, whose opinion, regarding validity for reason for sick leave, will be binding on both parties.

5. **Holidays:** Eliminate employee birthday holiday; add Dr. Martin Luther King Jr. Day to the list of holidays.
6. **Personal Time Accrual (New):** Add the following: "Upon election by the employee, unused personal days may be carried over and converted to sick leave days. An employee choosing to carry over personal leave as sick leave days must notify both the Department of Human Resources and their department head prior to December 1st of the previous year."
7. **Payment of Lunch Stipend (New):** Payment of weekly Lunch Stipend will be deferred to final pay period of the calendar year.
8. **Continuity:** All other terms and conditions not specifically mentioned herein that are contained in the parties' collective bargaining agreement shall remain unchanged and in full force and effect.

Dated: September 19, 2016

City of Niagara Falls, New York

Niagara Falls Police Club, Inc..

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Paul A. Dyster, Mayor

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Michael Lee, President

Agenda Item #9

*RE:* 2015 through 2018 Memorandum of Agreement between the City of Niagara Falls  
and the Niagara Falls Police Club, Inc.

Council Members:

Attached please find the proposed 2015 through 2018 Memorandum of Agreement between the City of Niagara Falls and the Niagara Falls Police Club Inc. This proposed Agreement is a four year extension of the parties' collective bargaining agreement.

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

**CITY OF NIAGARA FALLS, NEW YORK  
LABOR RELATIONS COMMITTEE**

**NIAGARA FALLS POLICE CLUB, INC.**

**2015-18 MEMORANDUM OF AGREEMENT**

The CITY OF NIAGARA FALLS, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York, and the NIAGARA FALLS POLICE CLUB, INC., the bargaining unit designated as the exclusive representative for collective negotiations and the settlement of grievances for all persons employed by the City of Niagara Falls as members of the Niagara Falls Police Department, including uniformed police officers, detectives, communication technicians and police dispatchers, and excluding all other employees and police personnel of the rank of police lieutenant or higher, have negotiated the following modifications to the existing collective bargaining agreement, which are contained herein:

1. **Term (§12.08)**: 1/1/15 through 12/31/18.
2. **Base Pay (§6.01)**: 2015 - 0%; 2016 – 0%; 2017 – 2% and; 2018 - 2%.
3. **Continuity**: All other terms and conditions not specifically mentioned herein that are contained in the parties' collective bargaining agreement shall remain unchanged and in full force and effect.

Dated: September 19, 2016

City of Niagara Falls, New York

Niagara Falls Police Club, Inc.

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Paul A. Dyster, Mayor

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Michael Lee, President