



City of Niagara Falls, New York

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

TO: The City Council
 FROM: Lisa A. Vitello, City Clerk
 RE: Informational Item: City Clerk's Report
 DATE: November 3, 2017

Council Members:

The following is a report of the licenses issued and collections made in the Office of the City Clerk during the month of October, 2017.

		<u>CONTROLLER</u>	<u>TOTAL</u>
A1255-001 A012	Vital Statistics	\$ 3,974.00	\$ 3,974.00
A1255-004 A013	Copies of Records	\$ 470.50	\$ 470.50
A1255-004 A013	Certificates of Marriage	\$ 910.00	\$ 910.00
A2501-014 A046	Electrician - Exam Fee	\$ 125.00	\$ 125.00
A2501-016 A047	Stationary Engineers	\$ 3,280.00	\$ 3,280.00
A2501-016 A047	Stationary Engineers Test Fee	\$ 360.00	\$ 360.00
A2501-021 A048	Amusement Games	\$ 3,700.00	\$ 3,700.00
A2542-000 A053	Dogs/NYS Agr. & Mkts \$ 301.00	\$ -	\$ 301.00
A2542-000 A053	Additional Dogs	\$ 3,184.50	\$ 3,184.50
A2545-001 A054	Marriage License/NYSHD \$ 2,047.50	\$ 682.50	\$ 2,730.00
A1255-002 A123	Commissioners of Deeds	\$ 15.00	\$ 15.00
A2545-021 A316	Vending	\$ 12,990.00	\$ 12,990.00
A2545-023 A318	Hunters/NYS DEC RAU \$ 1,620.12	\$ -	\$ 1,620.12
A2545-023 A318	Hunters Fees	\$ 47.88	\$ 47.88
A1255-005 A528	Dog Release	\$ 500.00	\$ 500.00
TA63008 A597	Marriage Performance	\$ 1,575.00	\$ 1,575.00
TOTAL:		<u>\$ 31,814.38</u>	<u>\$ 35,783.00</u>

Check #	<u>26940</u>	NYS Dept. of Arg. & Mkts	\$ 301.00
Check #	<u>26932</u>	NYS Health Department	\$ 2,047.50
Check #	<u>ET</u>	NYS DEC RAU	\$ 1,620.12

Lisa A. Vitello
 Lisa A. Vitello

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CITY OF NIAGARA FALLS, NEW YORK

TO: City Council
FROM: Mayor Paul A. Dyster
DATE: November 30, 2017
RE: **City Council Agenda Item:**
\$60,000.00 2017 CDBG Grant
Family & Children's Service
Homeless Youth Counseling Program

Council Members:

Through a series of 2017 meetings with the city's Emergency Solutions Grant subrecipients, who serve the homeless population of Niagara Falls, it was concluded that the need for mental health counseling services for homeless youth is not currently being met by existing programs across the city. In response to this identified need, the approved 2017 CDBG budget included a line for a homeless youth counseling grant to an agency providing counseling services to homeless children receiving services from agencies receiving grants of Emergency Solutions Grant funds from the City. Community Development sought proposals for the grant.

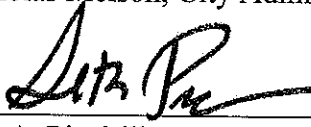
One application was received, from Family & Children's Service of Niagara, Inc. The counseling program is expected to serve 125 children who are being housed by Community Mission, Inc., YWCA Carolyn's House, and Family & Children's Service of Niagara, Inc. throughout the term of the contract. The \$60,000 CDBG grant is being matched by \$60,000 to be paid by Family & Children's Service of Niagara, Inc. for costs associated with this new service. Community Development requests that this grant be awarded to Family & Children's Service of Niagara, Inc.

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

Respectfully submitted,



Paul A. Dyster, Mayor

Nicholas Melson, City Administrator


Seth A. Piccirillo
Director of Community Development

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Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Chairman Walker _____

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CITY OF NIAGARA FALLS
NEW YORK

November 21, 2017

TO: The Council

FROM: Mayor Paul A. Dyster

SUBJECT: RFP #2017-28 Professional Auditing Services

We respectfully request you authorize the Mayor to enter into an agreement as follows:

WITH: FreedMaxick CPAs, P.C.
424 Main Street, Suite 800
Buffalo, New York 14202


FOR: Conducting professional independent audits

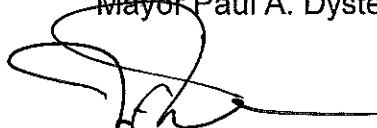
Notice that proposals to be received was advertised in the Niagara Gazette and requests for proposals were sent to eight (8) vendors. Five (5) responses were received.

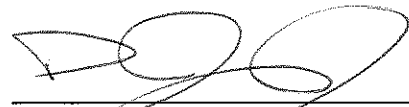
The attached tally sheet lists the total fees for each vendor for the 2017 auditing services, as well as proposed fees for the option years from 2018 through 2020.

Funds for this expenditure are available in the code: A1315.0000.0459.000.

Respectfully submitted,


Mayor Paul A. Dyster *(acting)*


Nicholas A. Melson
City Administrator


Douglas A. Janese, Jr.
Purchasing Agent

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PROFESSIONAL AUDITING SERVICES - RPF #2017-28

EFPR Group, CPAs, PLLC				
	2017	2018	2019	2020
City of Niagara Falls	34,000.00	34,500.00	35,000.00	35,500.00
Community Development REAC	1,500.00	1,500.00	1,500.00	1,500.00
N.F.C Development Corp.	5,600.00	5,700.00	5,800.00	5,900.00
TOTAL	41,100.00	41,700.00	42,300.00	42,900.00

BONADIO & CO., LLP				
	2017	2018	2019	2020
City of Niagara Falls	48,300.00	48,300.00	49,200.00	50,100.00
N.F.C Development	7,200.00	7,200.00	7,300.00	7,400.00
TOTAL	55,500.00	55,500.00	56,500.00	57,500.00

DRESCHER & MALECKI LLP				
	2017	2018	2019	2020
TOTAL	45,742.00	45,742.00	45,742.00	45,742.00

FREEDMAXICK CPAs, P.C.				
	2017	2018	2019	2020
Financial Statements, including DOT Audit	29,350.00	29,350.00	29,350.00	29,350.00
Single Audit	3,000.00	3,000.00	3,000.00	3,000.00
Community Development REAC	2,800.00	2,800.00	2,800.00	2,800.00
N.F.C. Development Corp.	4,700.00	4,700.00	4,700.00	4,700.00
TOTAL	39,850.00	39,850.00	39,850.00	39,850.00

LUMSDEN McCORMICK LLP				
	2017	2018	2019	2020
Financial Statements	31,000.00	31,500.00	32,000.00	32,500.00
Single Audit	3,500.00	3,600.00	3,700.00	3,800.00
Community Development	3,500.00	3,600.00	3,700.00	3,800.00
N.F.C Development Corporation	6,000.00	6,200.00	6,400.00	6,600.00
NYS DOT Single Audit	3,000.00	3,100.00	3,200.00	3,300.00
TOTAL	47,000.00	48,000.00	49,000.00	50,000.00



City of Niagara Falls, New York

745 Main Street, P.O. Box 69
Niagara Falls, New York 14302-0069
Purchasing Division, Room 214
(716) 286-4370

TO: The Council
FROM: Mayor Paul A. Dyster
DATE: November 21, 2017
SUBJECT: Bid #2017-31 Purchase of Concrete

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

TO: United Materials, LLC
Woodlands Corporate Center East
3949 Forest Parkway – Suite 400
North Tonawanda, New York 14120
FOR: Concrete as described on the attached tally sheet.

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

Notice that bids were to be received was advertised in the Niagara Gazette and bids were sent to thirteen (13) vendors. Three (3) bids were received. Please reference the attached tally sheet for bid submission details.

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

Will the Council so approve?

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Respectfully submitted,

Kristen M. Grandinetti
Mayor Paul A. Dyster
(acting)

Nicholas A. Melson
Nicholas A. Melson
City Administrator

Douglas A. Janese, Jr.
Douglas A. Janese, Jr.
Purchasing Agent

DAJ: lkh
Enc.
NOV 27 2017

GRANDINETTI _____ SCOTT _____ TOMPKINS _____ TOUMA _____ WALKER _____

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<p>BID #2017-31 CONCRETE</p>	<p>END</p>	<p>Preferred Materials, LLC 1765 New Road PO Box 583 Niagara Falls, NY 14304</p>	<p>Lafarge North America, Inc. 75 Pineview Drive Amherst, NY 14228</p>	<p>United Materials, LLC 3949 Forest Parkway, Suite 400 North Tonawanda, NY 14120</p>
<p>4,000 PSI Concrete with Air, ASTM Size 67, Coarse Aggregate</p>	<p>Cu. yd.</p>	<p>121.50</p>	<p>124.80</p>	<p>115.75</p>
<p>3,500 PSI Concrete, ASTM Size 67</p>	<p>Cu. yd.</p>	<p>117.50</p>	<p>122.50</p>	<p>111.75</p>
<p>Additional Cost for Winter Service/Steam</p>	<p>Cu. yd.</p>	<p>4,000 PSI 9.00 3,500 PSI 9.00</p>	<p>4,000 PSI 9.00 3,500 PSI 9.00</p>	<p>4,000 PSI 10.00 3,500 PSI 10.00</p>
<p>Additional Cost for Hot Water</p>	<p>Cu. yd.</p>	<p>5.00</p>	<p>5.00</p>	<p>6.00</p>
<p>Additional Cost for Retarder Agent</p>	<p>Cu. yd.</p>	<p>3.00</p>	<p>1.60/oz.</p>	<p>2.69</p>
<p>Additional Cost for 1% Calcium</p>	<p>Cu. yd.</p>	<p>4.50</p>	<p>3.50</p>	<p>4.50</p>
<p>Additional Cost for 2% Calcium</p>	<p>Cu. yd.</p>	<p>9.00</p>	<p>7.00</p>	<p>9.00</p>
<p>Short Load Charge (under 5 cubic yards), per load</p>	<p>Load</p>	<p>75.00</p>	<p>75.00</p>	<p>75.00</p>
<p>Additional Charges: Waiting Time</p>	<p>Minute</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p>Fuel Surcharge</p>	<p>Load</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p>Environmental Charge</p>	<p>Cu. Yd.</p>	<p>N/A</p>	<p>N/A</p>	<p>2.00/yd</p>

OFFICIAL TALLY SHEET

BID # 2017-31 CONCRETE

BID OPENING: NOVEMBER 14, 2017 11:00 AM

ITEM	Preferred Materials, LLC 1765 New Road PO Box 583 Niagara Falls, NY 14304	Lafarge North America, Inc. 75 Pineview Drive Amherst, NY 14228	United Materials, LLC Woodlands Corporate Center East 3949 Forest Parkway, Suite 400 North Tonawanda, NY 14120
1. 550 cubic yards, more or less, 4000 PSI concrete with air, ASTM size 67 coarse aggregate:	121.50	124.80	115.75
2. Additional cost for winter service/steam for item #1:	9.00	9.00	10.00
3. Additional cost for hot water for item #1:	5.00	5.00	6.00
4. Additional cost for retarder agent for item #1:	3.00	1.60/oz.	2.69
5. Additional cost for 1% calcium for item #1:	4.50	3.50	4.50
6. Additional cost for 2% calcium for item #1:	9.00	7.00	9.00
7. 100 cubic yards, more or less, 3500 PSI concrete, ASTM size 67:	117.50	122.50	111.75
8. Additional cost for winter service/steam for item #7:	9.00	9.00	10.00
9. Additional cost for hot water for item #7:	5.00	5.00	6.00

FOURTEEN (14) ITEMS

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OFFICIAL TALLY SHEET

BID # 2017-31 CONCRETE

BID OPENING: NOVEMBER 14, 2017 11:00 AM

ITEM	Preferred Materials, LLC	Lafarge North America, Inc.	United Materials, LLC
FOURTEEN (14) ITEMS			
10. Additional cost for retarder agent for Item #1:	3.00	1.60/oz.	2.48
11. Additional cost for 1% calcium for Item #1:	4.50	3.50	4.50
12. Additional cost for 2% calcium for Item #1:	9.00	7.00	9.00
13. Short Load Charge (under 5 cubic yards), per load:	75.00	75.00	75.00
14. ADDITIONAL CHARGES (May be listed separately):	N/A	N/A	Environmental Charge: \$2.00/yd



City of Niagara Falls, New York

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

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

November 21, 2017

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2017 NOV 22 AM 10:52

The City Council
Niagara Falls, New York

RE: *Approval of sale of 610, 614, 616, 624 Niagara Street and 414, 416, 420, 422, 424, 426 and 428 – 7th Street (the "Premises") to 7th and Niagara Holdings LLC*

Council Members:

On August 7, 2017, the City Council designated the Montante Group as the Preferred Developer of the above referenced Premises. Attached hereto is a copy of the Preferred Developer designation approved by the City Council.

7th and Niagara Holdings LLC (the "Developer") is an entity formed by the Montante Group specifically for this project. The City's Request for Proposals as well as the response received from the Developer detailing its proposal is on file in the City Clerk's office.

Since the designation of Preferred Developer was approved, the Mayor and various other City officials have had discussions with the Developer about the project. As a result of those discussions, a proposed Purchase and Sale Agreement has been developed, a copy of which is attached hereto (the "Agreement"). The material terms in the proposed Agreement are as follows:

1. The Developer will pay to the City the sum of \$15,200.00 for the Premises.
2. The City will convey the Premises at closing in the form of a Quit Claim deed.
3. The Developer has the right to inspect the Premises prior to closing and conduct any and all assessments or evaluations it deems appropriate as part of its due diligence prior to closing and may terminate the Agreement for any reason or no reason based upon the results of its due diligence.
4. The Developer has agreed to include community benefit goals in the Agreement which are articulated in Section 19.2 of the Agreement.
5. The Developer has agreed to commence construction of the project to be constructed on the Premises no later than the last day of the fifteenth (15th) calendar month following the closing and complete the project no later than the last day of the thirty-sixth (36th) calendar month after closing.

This matter has been presented to the Planning Board which has resulted in an approval to sell the Premises to the Developer. Attached hereto is a copy of that approval. The issue of amalgamation of the Premises however into one (1), two (2) or more parcels will be determined as the project progresses in discussions between the Developer and the Planning Department.

NOV 27 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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Will the Council so approve and authorize the Mayor to execute the Agreement together with any and all other documents required in order to sell the Premises to the Developer provided the same are acceptable to the Corporation Counsel?

Respectfully submitted,

Kristen M. Grandinette
PAUL A. DYSTER
Mayor
(acting)

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CONTRACT: NFMMC, CARDIAC STROKE CENTER PROJECT, GRANT AMENDMENT

Agenda Item #3

In 2014, the City approved a grant of \$250,000.00 of 99-h State Finance Law funds (casino revenues) to Niagara Falls Medical Center for the \$3.4 Million Cardiac Stroke Center Project. The grant agreement provided a schedule for drawing the funds. The first \$150,000.00 of Grant Funds released when fundraising was complete and construction contracts signed. The next draw of \$75,000.00 is to be released when \$2 Million in costs hve been paid, and the final draw will be due on project completion. The grant agreement provided that the project was to be complete and all grant funds released by December 31, 2016.

The Project is progressing, with a November 31 completion date. It is proposed that the grant agreement be amended to provide that the second draw will be made when payment of \$1.65 Million of costs have been paid. The project completion and grant disbursement date will be amended to January 31, 2018, to give ample time for certification of project costs.

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

Council Member Grandinetti moved that the communication be received and filed and the recommendation approved.

Yeas	4
Grandinetti, Scott, Tompkins, Touma	
Nays	0
Abstain	1
Chairman Walker	

APPROVED

RESOLUTION: WILLING WORKERS PICNIC, WAIVER OF FEES, 2017-79
BY: ALL COUNCIL MEMBERS

Agenda Item #4

WHEREAS, the Niagara Falls City Council wishes to do its part to foster the community bonds that are strengthened by the Willing Workers Senior Group of Mount Erie Baptist Church.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Niagara Falls, New York, that this City Council does hereby waive the fee for rental of the Oasis at Hyde Park for the picnic scheduled to take place on Tuesday, August 8, 2017

Yeas	5
Nays	0

ADOPTED

CITY PROPERTY: NIAGARA STREET, 610, 614, 616 AND 624 AND 414-428 SEVENTH ST., REDEVELOPMENT, MONTANTE GROUP, REMOVED FROM TABLE

Agenda Item #5

In February of this year, the Department of Economic Development circulated a Request for Proposals ("RFP") to redevelop the above referenced City properties. These properties were acquired by the City as a result of various In-Rem City Tax Foreclosure proceedings with the exception of 616 Niagara Street which was acquired by the City in an arms-length transaction with the former owner. This acquisition allowed the City to assemble the "footprint" of properties offered for redevelopment. A copy of the RFP (on file in the City Clerk's Office) is attached hereto.

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Two proposals were received by the City in response to the RFP. Both were scored pursuant to the process described in the RFP. The proposal submitted by the Montante Group scored the highest and it is therefore requested that the City Council authorize the designation of the Montante Group as the "Preferred Developer" for the parcels. Attached hereto (on file in the City Clerk's Office) is a copy of the proposal submitted by the Montante Group together with an amendment to that proposal.

In addition to designating the Montante Group as the preferred developer, it is requested that the City Council authorize the Mayor to negotiate with the Montante Group the terms and conditions of a sale and purchase agreement which will contain the terms of the development of the project. At such time as the terms and conditions of a sale and purchase agreement with terms of development is finalized, that proposed agreement will be presented to the City Council for review with a request for authorization for the Mayor to execute it. A review and recommendation from the Planning Board will precede such a request.

The Montante Group has requested access to the Premises so that it may conduct its due diligence in an effort to move this project along. It is requested that the Council authorize such early access and authorize the Mayor to execute an early access agreement in form and content satisfactory to the Corporation Counsel.

Will the Council approve the requests contained herein and authorize the Mayor to execute any agreements in this regard satisfactory in form and content to the Corporation Counsel?

Council Member Touma moved that the communication be removed from the Table.

Yeas	5
Nays	0

ITEM REMOVED FROM THE TABLE

CITY PROPERTY: NIAGARA STREET, 610, 614, 616 AND 624, 414-428 SEVENTH STREET, REDEVELOPMENT, MONTANTE GROUP, APPROVAL

Agenda Item #6

In February of this year, the Department of Economic Development circulated a Request for Proposals ("RFP") to redevelop the above referenced City properties. These properties were acquired by the City as a result of various In-Rem City Tax Foreclosure proceedings with the exception of 616 Niagara Street which was acquired by the City in an arms-length transaction with the former owner. This acquisition allowed the City to assemble the "footprint" of properties offered for redevelopment. A copy of the RFP (on file in the City Clerk's Office) is attached hereto.

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PURCHASE AND SALE AGREEMENT

AGREEMENT made as of the date last executed below (the "Effective Date"), by and between CITY OF NIAGARA FALLS, a New York municipal corporation having an address at 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302 (the "Seller" or "City") and 7th and Niagara Holdings LLC, a New York limited liability company having an address at 2760 Kenmore Avenue, Tonawanda, New York 14150 ("Purchaser").

RECITALS:

WHEREAS Seller is the owner of the following parcels of land, some of which improved by vacant buildings:

610 Niagara Street, parcel number 159.30-1-36
614 Niagara Street, parcel number 159.30-1-34
616 Niagara Street, parcel number 159.30-1-33
624 Niagara Street, parcel number 159.30-1-32
414 7th Street, parcel number 159.30-1-30
416 7th Street, parcel number 159.30-1-29
420 7th Street, parcel number 159.30-1-28
422 7th Street, parcel number 159.30-1-27
424 7th Street, parcel number 159.30-1-26
426 7th Street, parcel number 159.30-1-25
428 7th Street, parcel number 159.30-1-24
(collectively referred to as the "Land")

WHEREAS Purchaser desires to purchase, and Seller desires to sell, the Property (as defined below) on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. Description of the Assets. Seller hereby agrees to sell and convey, and Purchaser agrees to purchase from Seller, on the terms and conditions set forth herein:

All of Seller's right, title and interest in and to the Land, which Land is more particularly described on Exhibit "A" attached hereto together with the buildings constructed thereon and all of the right, title and interest Seller has or may have to all streets, highways, alleys, driveways, easements, rights-of-way, appurtenances, privileges, waters, contracts, permits, certificates, approvals and agreements relating to the Land (collectively the "Property").

2. Purchase Price. The purchase price for the Property shall be fifteen thousand two hundred dollars (\$15,200.00) (the "Purchase Price") payable in the following manner:

2.1 Earnest Money Deposit. Within three (3) business days after Purchaser's receipt of a fully executed original of this Agreement, Purchaser shall pay to Lippes Mathias Wexler Friedman, LLP (the

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"Escrow Agent") to be held in a non-interest bearing escrow account the sum of one thousand five hundred dollars (\$1,500.00) (the "Deposit") to be held in a non-interest bearing account. The Purchaser shall receive a credit on the total amount of the Deposit on the Closing Date (as hereinafter defined).

2.2 Balance of Purchase Price. The balance of the Purchase Price, if any, shall be paid by Purchaser paying by wire transfer or other evidence of funds acceptable to the Escrow Agent for disbursement by immediately available funds to Seller at Closing, less the Deposit plus or minus applicable prorations pursuant to this Agreement.

2.3 Default. If Seller is unable to transfer its right, title and interest to Purchaser in accordance with the terms of this Agreement, Seller's sole liability shall be to terminate this Agreement in which event Seller shall be released from all liability under this Agreement. Notwithstanding the foregoing, if Seller willfully defaults under this Agreement, Purchaser shall have the option of either terminating this Agreement or of bringing an action for specific performance. If Purchaser shall fail to perform any of its obligations hereunder, Seller's sole remedy shall be to retain the Deposit as liquidated damages, the parties agreeing that a monetary remedy will be difficult to ascertain, and thereupon Purchaser and Seller shall each be released from all liability under this Agreement.

3. Title. Purchaser, at its sole cost and expense, shall obtain within thirty (30) days after the Effective Date: (i) fully guaranteed tax and title searches for the Property sufficient for the title company to issue a fee policy of title insurance dated after the date of this Agreement and a local tax certificate, where not covered by the search ("Abstract of Title"); (ii) a survey of the Property (the "Survey") and (iii) UCC searches for every fee owner of the Property for the past five (5) years (the Abstract, the Survey and the UCC searches are collectively referred to as the "Title Documents"). Purchaser may, on or before the tenth (10th) business day after receipt of the Abstract of Title for all of the Land, notify Seller in writing that it has disapproved any title exceptions or survey matters set forth on the Title Documents and shall notify Seller of any such disapproved title exceptions ("Disapproved Encumbrances"). If within twenty (20) days after receipt of notice of the Disapproved Encumbrances, Seller is unable or unwilling to cure or cause the removal of the Disapproved Encumbrances or notifies Purchaser that it will not cure the Disapproved Encumbrances at or prior to Closing, then Purchaser will have the option to either: (i) waive the Disapproved Encumbrances and proceed to Closing (as hereinafter defined); or (ii) terminate this Agreement by notice to Seller in which event neither party shall have any further rights or obligations hereunder. Any exception documents not objected to prior to the expiration of the Inspection Period shall be deemed to be Permitted Exceptions and Purchaser shall be deemed to have waived any right to object to same. Notwithstanding the foregoing, if Purchaser receives notice of any additional exceptions to title that became matters of record after the effective date of the title commitment obtained by Purchaser, Purchaser shall promptly notify Seller, but in any event not more than two (2) business days after receipt of any such additional exceptions. Seller shall then have five (5) business days to notify Purchaser if it will cure such additional exceptions prior to Closing. "Permitted Exceptions" shall mean any exceptions appearing on the Title Commitment and matters shown on the Purchaser's Survey which have not been objected to in writing by Purchaser to Seller pursuant to this Section 3

4. Right to Enter Property and Conduct Testing. Purchaser shall have the right, during the Inspection Period, to inspect the Property (including the improvements located on the Property) on reasonable notice to the Seller. In connection therewith Purchaser or its agents shall have the right to do environmental, surveying, engineering and other tests with respect to the Property and the buildings and improvements located on the Property. The buildings located on the Property shall not be disturbed during any such inspection. Purchaser shall provide Seller with evidence of insurance as required pursuant to that certain Site Access Agreement executed between Montante Group and the City of Niagara Falls dated August 16, 2017. Purchaser shall indemnify and hold Seller harmless for any and all damage, cost and expense, including reasonable

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attorney's fees, arising out of Purchaser's, or its employees', agents' or contractors', activities on the Property pursuant to the inspection rights granted herein (but Purchaser shall not be liable to Seller if Purchaser's inspections result in the discovery of conditions, environmental or otherwise, that may require Seller to undertake corrective measures or incur other costs). Following any invasive testing Purchaser shall restore the Property to the condition existing prior to such invasive testing.

5. Inspection Period. Purchaser shall have a period of forty five (45) days commencing on the Effective Date (the "Inspection Period") to determine, in Purchaser's sole and absolute discretion, as to whether or not the condition of the Property is acceptable to Purchaser. In the event Purchaser determines that the Property is not acceptable to Purchaser for no reason or for any reason then Purchaser may, at its sole and absolute election, (a) terminate this Agreement by giving Seller written notice of its election to terminate within such Inspection Period, or (b) proceed to Closing. If Purchaser shall not have notified Seller of the release of this contingency in writing prior to the expiration of said Inspection Period then the contingency shall be deemed to have been waived.

6. Seller's Representations and Warranties. Seller represents and warrants to the Purchaser that the following matters are true and correct as of the date hereof and as of the Closing Date:

6.1 Authorization. Seller is the lawful owner of the Property and has full power and authority to enter into this Agreement and perform Seller's obligations under this Agreement.

6.2 Consents. No permit, approval, or authorization of, or designation, declaration or filing with, any governmental authority or any other person or entity on the part of Seller is required in connection with the execution or delivery by Seller of this Agreement or the consummation of the transactions contemplated hereby except for (i) a recommendation of the City of Niagara Falls Planning Board to the City of Niagara Falls City Council (the "Council") that it approve this Agreement, and (ii) the approval of this Agreement by the Council.

6.3 Litigation, etc. To the best of Seller's knowledge after due inquiry, there is no suit, action or litigation, administrative hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation known to Seller, affecting Seller or the Property pending or, to the best of Seller's knowledge after due inquiry, threatened against the Seller which, if resolved adversely, would have a material adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has received no notice of any violations of any governmental law, ordinance, requirement, order or regulation the violation of which would have a material adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby, and to Seller's best knowledge after due inquiry Seller has received no notice of any claimed default with respect to any of the foregoing. Seller has no actual knowledge of any threatened or pending claims that could have a negative impact on Purchaser's ability to develop the Property for Purchaser's intended use.

6.4 Condemnation. Seller has not received a written notice that a condemnation action has been filed or threatened against the Property.

6.5 No Other Contracts/ Rights of Possession. Seller is not a party to any unrecorded contracts which will affect the Purchaser from and after the Closing and Seller has no knowledge of any right to possession of all or any portion of the Property except Seller.

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6.6 No Encumbrances. There are no easements, utility lines without easements, rights of way, gas, timber, mineral rights, tenant leases or other encumbrances except as set forth in the Abstract of Title. Seller warrants that it will not further encumber the Property without the Purchaser's prior written consent.

The representations and warranties set forth above shall survive the Closing until the last day of the twelfth (12th) calendar month thereafter.

7. Seller's Deliveries. Seller shall deliver to Purchaser any documents in Seller's possession relating to the operation/ownership of the Properties within five (5) business days after the date of this Agreement

8. Conditions Precedent to Closing. Purchaser's obligation to perform under this Agreement shall be subject to the following conditions precedent:

8.1 Transfer of Documents. Purchaser shall have received and approved all documents as specified in this Agreement.

8.2 Payments by Seller. Purchaser shall have received an amount equal to all payments which are the obligation of Seller under this Agreement.

8.3 Payment by Purchaser. Seller shall have received, in immediately available U.S. funds by cash, bank wire, bank check or certified check the balance of the Purchase Price, plus all payments which are the obligation of Purchaser under this Agreement.

8.4 Transfer of Alley. The public 12 foot wide alley north of the Niagara Street properties and the 7th St properties (the "Alley") shall have been formally and officially discontinued or abandoned and fee title to such Alley shall be conveyed to the purchaser at Closing. Seller shall as quickly as feasible take all actions reasonably necessary to cause the Alley to be officially discontinued or abandoned. In the Purchaser's sole discretion the Closing shall be delayed at Purchaser's option to permit the Seller to take the actions required in this section 8.4.

9. Intentionally Omitted.

10. Seller's Closing Documents. The Property shall be conveyed and transferred by Seller to Purchaser on the Closing Date (as hereinafter defined) by the following instruments:

10.1 Property. A New York form Quit Claim Deed with lien covenants in proper statutory form for recording, duly executed by Seller and acknowledged (the "Deed") so as to convey the Purchaser good and marketable title in fee simple to the Property and the Alley, free and clear of all claims, liabilities, obligations, security interest, liens, judgments and encumbrances except as specifically provided otherwise herein and such other documents as may be appropriate or necessary to convey the real property interest intended to be conveyed.

10.2 FIRPTA Affidavit. An affidavit required by Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations pursuant thereto, and acceptable to the Purchaser (the "FIRPTA Affidavit").

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10.4 Miscellaneous. Any other documents, instruments or agreements called for hereunder which have not previously been delivered or which are reasonably necessary to close the transaction as contemplated by this Agreement.

11. Prorations and Adjustments. There shall be prorated and adjusted as of midnight on the day preceding the Closing Date the following items: water and sewer charges, all non-delinquent real estate taxes and assessments with respect to the Property (if any) computed on a fiscal year basis and prepaid special assessments, including any Payment in Lieu of Taxes, agreements and all items in the current county tax bill and such other items as are customarily adjusted in transactions of this nature. At Closing the Seller shall obtain final gas and electric meter readings and terminate the existing gas and electric service. Purchaser shall then obtain its own gas and electric service at the Property. The provisions of this paragraph 11 shall survive the Closing and the transfer of title.

12. Closing. The Purchaser and the Seller agree that the purchase and sale contemplated by this Agreement will be consummated as follows:

12.1 Title Transfer. The Seller agrees to convey all of Seller's right, title and interest in the title to the Property to the Purchaser by the Deed and such other appropriate or necessary transfer instruments necessary on the Closing Date (as hereinafter defined)

12.2 Closing Date. The closing (the "Closing") of this transaction will take place at the offices of the Seller, or at such other location as shall be agreed to by the parties hereto, no later than the thirtieth (30th) date after the expiration or waiver of the Inspection Period (the "Closing Date").

13. Closing Costs. The expenses of Closing shall be paid in the following manner:

13.1 Seller's Costs. In connection with the consummation of this transaction, Seller shall pay:

- (a) Any and all prorations or adjustments required by this Agreement in favor of Purchaser or according to local custom;
- (b) The filing fee for the TP-584.

13.2 Purchaser's Costs. In connection with the consummation of this transaction, Purchaser shall pay:

- (a) All fees in connection with the recording of the Deed and the RP-5217 along with the transfer tax;
- (b) Any and all prorations or adjustments required by this Agreement in favor of Seller or according to local custom.
- (c) The cost of the title insurance premium, should Purchaser elect to obtain a policy.

Each party shall pay its own attorney's fees and related costs.

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14. Insurance, Damage, Destruction or Eminent Domain.

14.1 Damage or Destruction. In the event that the Property shall be damaged or destroyed, whether in whole or part, by fire or any other casualty or act of God between the date of execution hereof and the Closing Date Purchaser shall have the sole option of (i) terminating this Agreement in which event neither party shall have any further rights or obligations hereunder or (ii) proceed with this transaction.

Seller further agrees to give immediate written notice to Purchaser of any damage or destruction.

14.2. Eminent Domain. If, prior to the Closing Date, eminent domain proceedings materially affecting the Property shall be threatened or commenced by any competent public authority against the Property or any portion thereof which would materially and adversely affect the continued operation of the Property, Purchaser shall have the option to (i) proceed with this transaction and pay the Purchase Price, in which event any compensation paid or payable as a result of such eminent domain proceedings shall be and become the sole property of Purchaser or (ii) terminate this Agreement in which event Seller shall retain such award, and thereafter both parties shall be released from any further liability hereunder. Seller agrees that it shall give to Purchaser written notice of any such threatened or actual eminent domain proceedings within five (5) days after Seller first becomes aware thereof, and upon the giving of such notice, Purchaser shall thereafter have fifteen (15) days within which to exercise the options granted in this paragraph by written notice to Seller and, if Purchaser fails to do so within said fifteen (15) day period, Purchaser shall be deemed to have elected to have terminated this Agreement.

If the eminent domain proceedings do not materially affect the Property, Purchaser shall have no right to terminate this Agreement, but shall receive a credit or an assignment, upon transfer of title under this Agreement, of any compensation paid or payable as a result of such eminent domain proceedings. In the event of any such non-material taking, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent (which will not be unreasonably withheld).

15. Broker's Commission. The parties hereto represent that no broker was involved in connection with the sale contemplated by this Agreement ("Broker").

16. Intentionally Omitted.

17. Intentionally Omitted.

18. Miscellaneous.

18.1 Capacity. Each individual and entity executing this Agreement hereby individually represents and warrants that he and/or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he and/or it is executing this Agreement to the terms hereof.

18.2 Entire Agreement. This Agreement constitutes the entire Agreement between the Purchaser and the Seller relating to this sale and supersedes all other prior agreements and representations in connection with said sale. There are no agreements, understandings, warranties or representations between the Purchaser and the Seller except as set forth herein.

18.3 No Amendment or Waiver. This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular unless the same shall be in writing and signed by the parties hereto

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18.4 Notice. Any notice, demands, requests or communication of any kind required or permitted hereunder shall be sufficiently given if sent by: (i) personal delivery, (ii) reputable overnight carrier; (iii) United States registered or certified mail, postage prepaid, return receipt requested; or (iv) telecopy (with confirmation of receipt thereof), to the parties at their address set forth above or at such other address each may designate from time to time.

If to Seller:

The City of Niagara Falls
Department of Law
745 Main Street
Niagara Falls, New York 14302
Attn: Craig H. Johnson, Corporation Counsel
Fax No.

With a copy to:

Anthony Vilardo,
Director of Business Development
The City of Niagara Falls
745 Main Street
Niagara Falls, New York 14302
Fax No.

If to Purchaser:

7th and Niagara Holdings LLC
2760 Kenmore Avenue
Tonawanda, New York 14150
Attn: Byron Deluke/Christian Campos
Fax No.

With a copy to:

Lippes Mathias Wexler Friedman LLP
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202
Attention: Blaine S. Schwartz, Esq.
Fax No. (716) 853 5199

Any such notice, demand, request or communication shall be deemed to have been duly given or served on the date shown on the return receipt or other evidence of delivery, if mailed, or on the date shown on the confirmation receipt, if faxed. Notices served by an attorney for a party shall have the same validity as if served by the party itself.

18.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York. If any provisions of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of the Agreement.

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18.6 Parties. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

18.7 Assignment. Purchaser shall have the right to assign this Agreement to a related entity. Any other assignment shall be subject to the Seller's prior written consent, which consent shall not be unreasonably withheld. Seller shall not assign this Agreement without the prior written consent of Purchaser.

18.9 Headings. Section headings of this Agreement have been inserted for convenience of reference only and will in no way modify or restrict any provisions hereof or be used to construe any such provision.

18.10 Additional Acts. Each party hereto shall from time to time perform such additional acts as the other party may reasonably request to effectuate the intent of this Agreement.

18.11 Interpretation and Enforcement. If suit or action is filed to interpret or enforce this Agreement, the prevailing party shall be entitled to be awarded its reasonable attorneys' fees and disbursements through all appeals in addition to other costs and disbursements allowed by law, including those incurred on appeal.

18.12. Counterparts. This Agreement may be executed in counterparts, each of which when taken as a whole shall constitute one fully executed Agreement.

19. Special Developer Provisions.

19.1 Exclusive Developer. The Seller hereby confirms the appointment by the City of Niagara Falls City Council of the Purchaser as its preferred developer for the development of the Property pursuant to a resolution dated August 7, 2017. The Developer has been designated by the Seller to be the preferred developer for the purposes described in the Request for Proposal attached hereto as Exhibit "B" and incorporated herein (the "RFP"). Purchaser agrees to develop the Property pursuant to the response from the Montante Group dated May 5, 2017 as amended by that certain Amendment to Request for Proposals dated June 7, 2017, copies of which are attached hereto as Exhibit C" and incorporated herein (collectively the "RFP Response").

19.2 Community Benefit Goals. In the construction of the project, defined as the adaptive reuse of approximately 26,500 square feet of buildings located at 610, 614 and 624 Niagara Street into one mixed-use building, as well as the construction of surface parking behind the building (the "Project"), the Purchaser shall use commercially reasonable efforts to meet the following project labor goals:

19.2.1 WNY Labor (defined as construction employees residing in Niagara County, Erie County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, and Orleans County): 90% of the total number of construction workers (this includes the City Labor).

19.2.2 City Labor (defined as individuals residing in the City of Niagara Falls): 15% of the total number of construction workers (this includes the City Minority Labor).

19.2.3 City Minority Labor (defined as minority group construction employees residing in the City of Niagara Falls): 7% of the total number of construction workers.

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Post-Closing the Purchaser shall provide the City with written documentation substantiating its compliance with the foregoing.

19.3 Construction of the Project. The Purchaser shall have sole responsibility for the supervision of the Project and the Property during construction of the Project, as well as for all safety precautions and programs which are necessary in the performance of the work. In no event shall the City have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures nor shall the City have control over or responsibility for safety precautions and programs in connection with the Project. The Purchaser shall commence construction of the Project no later than the last day of the fifteenth (15th) calendar month following the Closing, subject to the right to extend that deadline upon delivery of written notice to the City provided (i) the extension is requested as the result of circumstances beyond the Purchaser's reasonable control including, but not limited to Purchaser's securing required municipal approvals, closing on public and private financing, securing approvals related to Historic Tax Credits, and unforeseen market conditions, and (ii) the Purchaser is continuing in good faith using commercially reasonable efforts to advance the Project (the "Commencement Date"). Notwithstanding the foregoing, the Project shall be completed not later than the last day of the thirty sixth (36th) calendar month after the Closing, subject to the right to extend this deadline provided the Purchaser is continuing in good faith using commercially reasonable efforts to advance the Project. In the event construction of the Project has not commenced on or before the Commencement Date the City shall have the right to re-purchase the Property from Purchaser for the Purchase Price (the "Purchase Option"). Should the City elect the Purchase Option it shall deliver ten (10) days advance written notice to Purchaser at which time, if Purchaser has not commenced construction of the Project or formally requested an extension of the Commencement Date, Purchaser, in exchange for the City's delivery of the Purchase Price to Purchaser, shall deliver a quit claim deed for the Property along with a TP-584 and RP-5217 to the City.

19.4 As-Is. Except with respect to those matters that are the subject of the representations, warranties, and/or covenants of Seller specifically contained herein (i) Purchaser shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical (including condition or safety of the Property and the structural integrity of all improvements located on the Property), environmental (including presence or absence of hazardous materials at the Property) or economic condition (including operation, performance, income potential of the Property, and the market and leasing conditions and potential for and of the Property), compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto, (ii) Purchaser is accepting the Property "as-is, where-is, with all faults".

19.5 The Seller will use its best efforts to assist the Purchaser in facilitating a transfer of the Empire State Development grant obtained by the Seller relating to the Property to the Purchaser.

19.6 Survival. The provisions of this Section 19 shall survive the Closing and the transfer of Title.

20. Termination. This Agreement shall terminate and be null and void if not executed by Seller and returned to Purchaser on or before 5:00 p.m. on _____, 201__.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

CITY OF NIAGARA FALLS, NEW YORK

By: _____

Date: _____

PURCHASER:

7th and NIAGARA HOLDINGS LLC

By: _____

Date: _____

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A (610 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the west part of Lot No. 23 and the southwest part of Lot No. 25 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at the point of intersection of the north line of Niagara Street with the east line of the alley between Sixth and Seventh Streets; thence easterly along the north line of Niagara Street 44.2 feet to a point in the north line of Niagara Street distant 88 feet westerly from the intersection of the north line of Niagara Street with the west line of Seventh Street; thence northerly parallel with the east line of said alley 87 feet to the south line of an alley 12 feet wide; thence westerly along the south line of said 12 foot alley and parallel with the north line of Niagara Street 44.2 feet to the east line of the alley between Sixth and Seventh Streets; thence southerly along the east line of said alley 87 feet to the point or place of beginning.

PARCEL B (614 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and known as being parts of Lots Nos. 23 and 25 on the west side of Seventh Street, corner of Niagara Street, as said lots are shown on a map entitled "Part of the Map of the Village of Niagara Falls, New York" drawn by Julius Frehsee, Surveyor in 1881 and enlarged by Walter McCulloh, C.E., 1903, filed in Niagara County Clerk's Office January 4, 1904 in Book of Niagara Falls Maps at Page 25, now in Book 3 of Microfilmed Maps at page 271, the parts of said lots hereby conveyed being bounded and described as follows:

BEGINNING at a point in the north line of Niagara Street 66 feet distant westerly from the northwest corner of Seventh and Niagara Streets, measured along the north line of Niagara Street; thence westerly along the north line of Niagara Street 22 feet; thence northerly parallel with the west line of Seventh Street 87 feet to a 12 foot alley; thence easterly parallel with the north line of Niagara Street along the south line of said alley 22 feet; thence southerly parallel with the west line of Seventh Street 87 feet to the north line of Niagara Street and the point or place of beginning.

PARCEL C (616 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and known as and being part of Lot 23 and Lot 25, west side of 7th Street, northwest corner of Niagara Street, according to a Map drawn by Julius Frehsee, Surveyor in 1881 and enlarged by Walter McCulloh, C.E. 1903 and filed in Niagara County Clerk's Office January 4, 1904, now in Book 3 of Microfilmed Maps at page 271, bounded and described as follows:

BEGINNING at a point in the north line of Niagara Street 44 feet west of the intersection of the west line of 7th Street and the north line of Niagara Street; thence north and parallel to the west line of 7th Street 87 feet to a point in the south line of an alley; thence west along the south line of said alley 22 feet to a point; thence south and parallel with the west line of 7th Street 87 feet to the north line of Niagara Street; thence east along the

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north line of Niagara Street 22 feet to the point of beginning.

PARCEL D (624 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve, known as and being part of Lots Nos. 23 and 25 on the west side of Seventh Street as shown on a map of the Village of Niagara Falls, New York, drawn by Julius Frehsee in 1881 and filed in Niagara County Clerk's Office on January 4, 1904 in Book 3 of Microfilmed Maps at page 271, bounded and described as follows:

BEGINNING at the point of intersection of the north line of Niagara Street with the west line of Seventh Street; thence northerly along the west line of Seventh Street 87 feet to an alley; thence westerly along the south line of said alley 44 feet; thence south on a line parallel with the west line of Seventh Street 87 feet to the north line of Niagara Street; thence east along the north line of Niagara Street 44 feet to the point and place of beginning.

PARCEL E (Unnamed Alley)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve, being a 12 foot wide alley running east-west between the west line of Seventh Street and the east line of a 16.5 foot wide alley running north-south between Sixth and Seventh Streets, bounded and described as follows:

BEGINNING at a point on the west line of Seventh Street 87 feet north of the intersection of the north line of Niagara Street and the west line of Seventh Street; thence westerly 132 feet more or less on a line parallel with the north line of Niagara Street to a point 87 feet north of the north line of Niagara Street on the east line of an alley that runs northerly from Niagara Street to Ferry Avenue between Sixth Street and Seventh Street; thence northerly 12 feet along the easterly line of said alley between Sixth and Seventh Streets; thence easterly 132 feet more or less parallel with the north line of Niagara Street to the westerly line of Seventh Street; thence southerly along the westerly line of Seventh Street 12 feet to the point of beginning.

PARCEL F (414 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the north part of Lot No. 25 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 99 feet from the northwest corner of Seventh Street and Niagara Street; thence northerly 33 feet along the west line of Seventh Street; thence westerly parallel with the north line of Niagara Street 132 feet to an alley; thence southerly along the east line of said alley 33 feet; thence easterly parallel with the north line of Niagara Street 132 feet to the place of beginning.

PARCEL G (416 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as part of Lot No. 27 on

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PARCEL K (426 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as and being the south one-half of Lot No. 31 on the west side of Seventh Street.

PARCEL L (428 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as and being the north one-half of Lot No. 31 on the west side of Seventh Street.

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the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 132 feet distant northerly (measured along said west line) from the north line of Niagara Street; thence westerly on a line parallel with Niagara Street 132 feet to an alley; thence northerly along the east line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street; thence southerly along the west line of Seventh Street 33 feet to the point of beginning.

PARCEL H (420 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the north part of Lot No. 27 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 165 feet distant northerly (measured along the west line) from the north line of Niagara Street; thence westerly on a line parallel with Niagara Street 132 feet to the east line of an alley; thence northerly along the east line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street; thence southerly along the west line of Seventh Street 33 feet to the point of beginning.

PARCEL I (422 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as part of Lot No. 29 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 198 feet distant northerly (measured along said line) from the north line of Niagara Street; thence northerly along the west line of Seventh Street 33 feet; thence westerly on a line parallel with Niagara Street 132 feet to an alley; thence southerly along the line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street and the point of beginning.

PARCEL J (424 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the north part of Lot No. 29 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 231 feet distant northerly (measured along said line) from the north line of Niagara Street; thence northerly along the west line of Seventh Street 33 feet to the south line of Lot No. 31, Seventh Street, as shown on said map; thence westerly along the south line of said Lot No. 31, 132 feet to an alley; thence southerly along the line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street and the point of beginning.

5th Oct

EXHIBIT "A"
LEGAL DESCRIPTION

501X

SCHEDULE A

LEGAL DESCRIPTION

PARCEL A (610 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the west part of Lot No. 23 and the southwest part of Lot No. 25 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at the point of intersection of the north line of Niagara Street with the east line of the alley between Sixth and Seventh Streets; thence easterly along the north line of Niagara Street 44.2 feet to a point in the north line of Niagara Street distant 88 feet westerly from the intersection of the north line of Niagara Street with the west line of Seventh Street; thence northerly parallel with the east line of said alley 87 feet to the south line of an alley 12 feet wide; thence westerly along the south line of said 12 foot alley and parallel with the north line of Niagara Street 44.2 feet to the east line of the alley between Sixth and Seventh Streets; thence southerly along the east line of said alley 87 feet to the point or place of beginning.

PARCEL B (614 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and known as being parts of Lots Nos. 23 and 25 on the west side of Seventh Street, corner of Niagara Street, as said lots are shown on a map entitled "Part of the Map of the Village of Niagara Falls, New York" drawn by Julius Frehsee, Surveyor in 1881 and enlarged by Walter McCulloh, C.E., 1903, filed in Niagara County Clerk's Office January 4, 1904 in Book of Niagara Falls Maps at Page 25, now in Book 3 of Microfilmed Maps at page 271, the parts of said lots hereby conveyed being bounded and described as follows:

BEGINNING at a point in the north line of Niagara Street 66 feet distant westerly from the northwest corner of Seventh and Niagara Streets, measured along the north line of Niagara Street; thence westerly along the north line of Niagara Street 22 feet; thence northerly parallel with the west line of Seventh Street 87 feet to a 12 foot alley; thence easterly parallel with the north line of Niagara Street along the south line of said alley 22 feet; thence southerly parallel with the west line of Seventh Street 87 feet to the north line of Niagara Street and the point or place of beginning.

PARCEL C (616 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and known as and being part of Lot 23 and Lot 25, west side of 7th Street, northwest corner of Niagara Street, according to a Map drawn by Julius Frehsee, Surveyor in 1881 and enlarged by Walter McCulloh, C.E. 1903 and filed in Niagara County Clerk's Office January 4, 1904, now in Book 3 of Microfilmed Maps at page 271, bounded and described as follows:

509

BEGINNING at a point in the north line of Niagara Street 44 feet west of the intersection of the west line of 7th Street and the north line of Niagara Street; thence north and parallel to the west line of 7th Street 87 feet to a point in the south line of an alley; thence west along the south line of said alley 22 feet to a point; thence south and parallel with the west line of 7th Street 87 feet to the north line of Niagara Street; thence east along the north line of Niagara Street 22 feet to the point of beginning.

PARCEL D (624 Niagara Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve, known as and being part of Lots Nos. 23 and 25 on the west side of Seventh Street as shown on a map of the Village of Niagara Falls, New York, drawn by Julius Frehsee in 1881 and filed in Niagara County Clerk's Office on January 4, 1904 in Book 3 of Microfilmed Maps at page 271, bounded and described as follows:

BEGINNING at the point of intersection of the north line of Niagara Street with the west line of Seventh Street; thence northerly along the west line of Seventh Street 87 feet to an alley; thence westerly along the south line of said alley 44 feet; thence south on a line parallel with the west line of Seventh Street 87 feet to the north line of Niagara Street; thence east along the north line of Niagara Street 44 feet to the point and place of beginning.

PARCEL E (Unnamed Alley)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve, being a 12 foot wide alley running east-west between the west line of Seventh Street and the east line of a 16.5 foot wide alley running north-south between Sixth and Seventh Streets, bounded and described as follows:

BEGINNING at a point on the west line of Seventh Street 87 feet north of the intersection of the north line of Niagara Street and the west line of Seventh Street; thence westerly 132 feet more or less on a line parallel with the north line of Niagara Street to a point 87 feet north of the north line of Niagara Street on the east line of an alley that runs northerly from Niagara Street to Ferry Avenue between Sixth Street and Seventh Street; thence northerly 12 feet along the easterly line of said alley between Sixth and Seventh Streets; thence easterly 132 feet more or less parallel with the north line of Niagara Street to the westerly line of Seventh Street; thence southerly along the westerly line of Seventh Street 12 feet to the point of beginning.

PARCEL F (414 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the north part of Lot No. 25 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 99 feet from the northwest corner of Seventh Street and Niagara Street; thence northerly 33 feet along the west line of Seventh Street; thence westerly parallel with the north line of Niagara Street 132 feet to an alley; thence southerly along the east line of

501X
said alley 33 feet; thence easterly parallel with the north line of Niagara Street 132 feet to the place of beginning.

PARCEL G (416 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as part of Lot No. 27 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 132 feet distant northerly (measured along said west line) from the north line of Niagara Street; thence westerly on a line parallel with Niagara Street 132 feet to an alley; thence northerly along the east line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street; thence southerly along the west line of Seventh Street 33 feet to the point of beginning.

PARCEL H (420 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the north part of Lot No. 27 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 165 feet distant northerly (measured along the west line) from the north line of Niagara Street; thence westerly on a line parallel with Niagara Street 132 feet to the east line of an alley; thence northerly along the east line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street; thence southerly along the west line of Seventh Street 33 feet to the point of beginning.

PARCEL I (422 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as part of Lot No. 29 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 198 feet distant northerly (measured along said line) from the north line of Niagara Street; thence northerly along the west line of Seventh Street 33 feet; thence westerly on a line parallel with Niagara Street 132 feet to an alley; thence southerly along the line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street and the point of beginning.

500X
PARCEL J (424 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as the north part of Lot No. 29 on the west side of Seventh Street, bounded and described as follows:

BEGINNING at a point in the west line of Seventh Street 231 feet distant northerly (measured along said line) from the north line of Niagara Street; thence northerly along the west line of Seventh Street 33 feet to the south line of Lot No. 31, Seventh Street, as shown on said map; thence westerly along the south line of said Lot No. 31, 132 feet to an alley; thence southerly along the line of said alley 33 feet; thence easterly on a line parallel with Niagara Street 132 feet to the west line of Seventh Street and the point of beginning.

PARCEL K (426 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as and being the south one-half of Lot No. 31 on the west side of Seventh Street.

PARCEL L (428 Seventh Street)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 41 of the Mile Reserve and according to a certain map prepared by Julius Frehsee in 1881 and enlarged by Walker McCulloh in 1903 filed in the Niagara County Clerk's Office on January 4, 1904 under Cover No. 131, now in Book 3 of Microfilmed Maps at page 271, is known as and being the north one-half of Lot No. 31 on the west side of Seventh Street.



City of Niagara Falls, New York

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

November 15TH, 2017

NIAGARA FALLS PLANNING BOARD

APPROVAL OF RECOMMENDATION TO CITY COUNCIL
Disposition of Real Property –414,416,420,424,426 and 428 7th Street & 610,614,616,624 and 626 Niagara Street

Pursuant to action taken by the Niagara Falls Planning Board on the 15th day of November 2017 your request is hereby granted.

NAME OF OWNER: City of Niagara Falls
ADDRESS OF ACTION: 414,416,420,424,426 and 428 7th Street & 610,614,616,624 and 626 Niagara Street
PURPOSE: Sell properties to TM Montante Development with condition that all parcels are amalgamated into one SBL#

Disposition of Real Property recommendation to Council is **Approved**.

DATE: November 15th, 2017



Tony M. Palmer, Chairman
Niagara Falls Planning Board

2017 NOV 16 AM 10:41
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NIAGARA FALLS
CITY CLERK'S OFFICE



526 Niagara St
412 6th St
420 6th St
422 6th St
426 6th St
430 6th St
432 6th St
438 6th St
440 6th St
442 6th St
446 6th St
450 6th St
456 6th St
460 6th St

6th St

7th St

300 6th St
6th St

Niagara St

7th St

Project Area: Requested Alley Abandonment by: TM Montante for Redevelopment

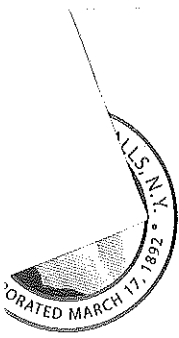
0 25 50 75 Feet

1 inch = 75 feet ver.17.11.16

Disclaimer: Digital files are based on data from various sources. The City of Niagara Falls, N.Y. assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information presented. For Interpretation, refer to the City's GIS Coordinator.

701 Falls St

624 Niagara St



City of Niagara Falls, New York

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

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

November 21, 2017

RECEIVED
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NIAGARA FALLS
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2017 NOV 22 AM 10:53

The City Council
Niagara Falls, New York

RE: City Employee Retirement Incentive Program

Council Members:

The City of Niagara Falls has continued to explore ways to reduce personnel costs relative to the proposed 2018 Budget by developing an Employee Incentive Program with the goal of reducing personnel costs through attrition.

Under the City Retirement Incentive Program, created pursuant to criteria established by the City of Niagara Falls and the State of New York Retirement System, participating employees whose retirements are effective from the period of November 24, 2017 through December 31, 2017 would receive an incentive of a one-time lump sum payment of \$10,000 to be paid no later than the end of October 2018. A copy of the notification letter sent to eligible employees which defines the program is attached hereto.

To date, twelve (12) eligible employees have requested inclusion in the City Retirement Incentive Program by filing with the New York State Retirement System and providing the City with written notice of intent to retire. The names of these employees are contained on the attached list.

Based on the participation in the program, it will be necessary to allocate \$120,000 plus fringes in the 2018 budget. Funding will be available in the biweekly lines from elimination of positions, downgrades, and delayed backfilling of positions that are included in the Incentive Program.

Will the Council so approve?

Respectfully submitted,

Kristen M. Grandinetti
PAUL A. DYSTER
Mayor
(acting)

Funding is in place

D. J. Morello
Daniel Morello
City Controller

2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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CITY OF NIAGARA FALLS, NY
RETIREMENT INCENTIVE PROGRAM
FOR THE 2018 PROPOSED BUDGET

	Last	First	Job Title	Department
1	Amendola	George	Chief Plumbing Inspector	Code Enforcement
2	Caso	William	Police Detective	Police - Administration
3	Fontana	Louis	Project Manager	Code Enforcement
4	Green	Kathleen	Human Resources Specialist	Human Resources
5	Joyce	Donald	MW-2	DPW - Buildings City Hall
6	Marino	Anthony	Crew Leader	DPW - Small Parks
7	Martinez	Marc	Police Detective	Police - Criminal Investigation
8	Shiah	Nancy	Admin Assistant - Police	Police - Administration
9	Smith	William	Police Detective	Police - Criminal Investigation
10	Stenzil	Neil	Police Officer	Police - Patrol
11	Talarico	Franco	Police Officer	Police - Traffic
12	Yorio	Louis	Skilled Trades Leader	DPW - Central Trades



City of Niagara Falls, New York

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

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

November 20, 2017

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2017 NOV 22 AM 10:53

The City Council
Niagara Falls, New York

RE: In Rem, 2014 Reconveyance of Title

Council Members:

The City is in the process of acquiring title to a number of parcels through the 2014 In Rem Tax Foreclosure. These properties will be auctioned later this year. Frequently, the former owners attempt to redeem their property by paying all outstanding or delinquent City, School and County taxes with penalties and interest prior to the auction. Although this is not a legal right, this has been allowed by the City Council in the past to avoid unnecessary hardship. Accordingly, we are recommending that this Council authorize the reconveyance of title to those former owners who pay all outstanding In Rem fees, auctioneer redemption fee, City, School and County taxes with penalties and interest, and any applicable recording fees on or before the close of business on the day before the auction.

Will the Council so approve and authorize the execution and delivery of deeds by the Mayor to any property owners who tender payment as set forth?

Respectfully submitted,

Kristen M. Grandinetti
PAUL A. DYSTER
Mayor
(acting)

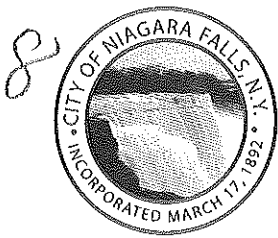
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Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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City of Niagara Falls, New York

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

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

November 21, 2017

The City Council
Niagara Falls, New York

*RE: Worker's Compensation Employee's Liability Program Agreement with
Public Employers Risk Management Association*

Council Members:

Since 2005, the City has maintained its Worker's Compensation coverage through the Public Employer Risk Management Association (PERMA). The City recently renewed the coverage for another year and attached hereto is the agreement reflecting the continued coverage. It is the recommendation of the Risk Management Department and the City's insurance brokers that the agreement be approved and the Mayor authorized to execute the attached agreement in a form acceptable to the Corporation Counsel.

Will the Council so approve?

Respectfully submitted,

Kristen M. Grandinetti
(acting)

PAUL A. DYSTER
Mayor

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NOV 27 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



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PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

9 Cornell Road
Latham, New York 12110

**WORKERS' COMPENSATION & EMPLOYERS LIABILITY
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the

City of Niagara Falls
P.O. Box 69 745 Main Street
Niagara Falls, NY 14302

referred to in this agreement as the "member", for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits for its employees.

The member desires to satisfy its statutory obligation to provide workers' compensation benefits through participation in PERMA, a workers' compensation group self-insurance program and risk management workers' compensation service program for local governments and other public employers and instrumentalities of the State of New York. PERMA is managed by Northeast Association Management, Inc. (NEAMI), a separate entity, which provides administrative, marketing and management services for PERMA, and manages all of its claims, pursuant to a contract with PERMA and subject to the direction of PERMA's Board of Directors. A copy of the contract between PERMA and NEAMI, including any attachments and revisions, will be provided to the member upon request.

The member and agrees to the following terms and conditions of membership:

1. **Term and Renewal.** The initial term of this Agreement will commence upon execution and will end on the expiration date of current coverage. The agreement will renew automatically for successive one year terms each year thereafter on the anniversary date of its commencement (the "Renewal Date"), unless (i) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it will not renew the Agreement, or (ii) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it reserves its right not to renew and PERMA receives written notice from the member, prior to the Renewal Date, that it will not renew the Agreement, or (iii) PERMA gives the member written notice at least 60 days prior to the Renewal Date that it will not renew the Agreement. An untimely notice that the member will not renew

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will be deemed, to the extent otherwise valid, to be a notice of termination under paragraph 13.

2. Coverage During the term of this Agreement. PERMA agrees to provide the member with workers' compensation coverage as described in PERMA's certificate of coverage and coverage document as long as the member complies with the terms of this Agreement and the coverage document.

3. Statement of Policy. As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose. The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of: (i) loss prevention and safety programs to minimize or eliminate risk of employee injury; (ii) PERMA's purchase of specific stop loss insurance; and (iii) PERMA's use of investment income from reserves and operating funds for the benefit of PERMA members.

(b) Loss Prevention. The policy of the member will be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards. "Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be coordinated by a safety coordinator who shall be designated by and responsible to the Chief Executive Officer of the member."

(c) Reporting of Injuries. All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

4. Payroll Classification. (a) PERMA has the right to audit payroll records. PERMA will estimate the figures based upon a review of the expiring contract payrolls and/or the last payroll audit. It is understood that this is an estimate that will be adjustable at the end of each contract year to reflect the actual payroll of the member, in accordance with the terms of the coverage document. The member agrees to pay any additional contributions that are required as a result of this annual adjustment within 30 days of notice or invoice. Where appropriate, the member's contribution will be adjusted by refund to the member within 30 days of notice or invoice. This condition will not affect the contribution of any member participating in an alternative contribution plan or where otherwise agreed to by the member and PERMA.

(b) **Volunteer Exposures.** PERMA will use population served to calculate coverage cost for Volunteer Firefighter exposure, number of ambulances to calculate coverage cost for Volunteer Ambulance Coverage, and number of and duties of other

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volunteers to calculate coverage cost for voluntary coverage. PERMA reserves the right to audit these exposures at its discretion. PERMA may apply credits if there is a dual exposure for paid firefighters and volunteer firefighters protecting the same areas.

5. **Contributions** . The member agrees to pay a deposit contribution which is computed by the PERMA Underwriting Department utilizing rules which are similar, but not identical, to those outlined in the New York Compensation Insurance Rating Board Rating Manual and guidelines approved by the PERMA Board of Directors. The member will pay the deposit contribution within 15 days of the date of commencement, unless a payment plan is approved by PERMA. The member understands that its contribution may be adjusted as a result of increased benefit levels mandated by amendments to the New York Workers' Compensation Law or by mandated increases in Workers' Compensation Board assessments. The member agrees to execute necessary authorization forms permitting PERMA and its designee to obtain information and data required in determining the experience rating modification of the member. For qualified members who elect an alternative contribution program, the required contribution will be modified to meet the terms and conditions of the specific program as enumerated in a separate contract with the member.

6. **PERMA Advance Discount.** The Board of Directors will annually determine the amount of the maximum discount to be offered by PERMA. The discount for each member is determined individually by the PERMA underwriting department within the range approved by the PERMA Board of Directors.

7. **Excess Insurance.** PERMA will place and maintain excess insurance coverage with a qualified underwriter for specific loss limits stop loss insurance.

8. **Limit of Liability.** The member is not liable to PERMA, to other members of PERMA, to any claimant against PERMA, or to any claimant against another member of PERMA, except for payment of (i) the contributions required by this Agreement; and (ii) any fees or other amounts due as may be provided in a separate contract between the member and PERMA. PERMA, not the member, is liable to pay workers' compensation claims that are covered under the coverage agreement. The member agrees that the only assets from which a judgment against PERMA may be satisfied are the assets and property of PERMA. No member, officer or director of PERMA will be personally liable for any claim against PERMA.

If, in the determination of the Chair of the Workers' Compensation Board, or his or her designee, and based upon the available evidence, PERMA becomes insolvent, the member will be responsible for any outstanding compensation and medical benefits due, and penalties or assessments imposed, with respect to any of its employees' or beneficiaries' workers' compensation claims until those claims are closed and the obligations are satisfied, but the member will not be responsible for any additional contribution in order to pay the claims of any other member of PERMA, past, present or

8 cont

future. For purposes of this provision, "insolvent" means that the sum of PERMA's cash, deposits in a bank or trust company insured under the provisions of the Federal Deposit Insurance Act and investments permitted pursuant to section 12 NYCRR § 317.8(c) is less than the total cost of all of its anticipated workers' compensation liabilities, as defined by section 12 NYCRR § 317.2(o), that will accrue within the succeeding six months.

9. Safety Program. PERMA or its designee will provide safety services to the member, designed to assist it in following a plan of loss control intended to reduce losses. The member agrees that it will cooperate in instituting any and all reasonable safety regulations that may be recommended by PERMA or its designee for the purposes of eliminating or minimizing hazards that would contribute to injuries.

The member must identify a named safety coordinator who will be required to complete training PERMA provides, including safety coordinator training, advanced safety coordinator training and accident investigation training. If the member does not already have a safety coordinator, the member will appoint a safety coordinator within six months of the date of commencement and the safety coordinator must complete the required training within 18 months of the date of commencement. If the member fails to satisfy these requirements, the PERMA Board of Directors may terminate its membership.

The member must comply with OSHA/PESH standards and regulations. The member must notify PERMA within 10 days of its receipt of a PESH violation. If the member is not in compliance with OSHA/PESH standards it is subject to a mandatory underwriting review.

The member must have an active safety committee of which the member's safety coordinator is a member. The safety committee must meet at least quarterly and must provide PERMA with an annual schedule of meetings, a list of participants and, upon request, minutes from the meetings which define the committee's safety improvements goals and efforts. The member's failure to comply with these requirements will result in a risk management audit.

The member is required to complete a PERMA accident review with respect to every incident which may give rise to a claim and submit that review to PERMA's Risk Management Department within three days of the incident. The member's failure to complete and submit the incident review will give rise to a safety audit and may result in an underwriting review.

The member agrees that it will cooperate in instituting any and all reasonable safety regulations that PERMA or its designee recommends to eliminate or minimize hazards that can contribute to injuries. The member will allow PERMA or its designee access to the member's facilities, employees and safety committee to perform a risk assessment/safety audit. PERMA may terminate this agreement if the member fails to allow such access. The member's failure to institute suggested safety recommendations may result in an underwriting for review.

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10. **Claims.** PERMA, through its designated third-party administrator, will administer, service, settle, and pay any and all workers' compensation claims, as are defined in a certificate of coverage issued to the member, after the member provides notice of the injury in sufficient detail to prepare all required forms. PERMA will provide a defense if required, will contact injured employees as appropriate and will appear at necessary compensation hearings. PERMA will retain and supervise legal counsel at its expense, as may be necessary for the defense of any claim. The member will cooperate fully by supplying any information needed or helpful to defend such action. PERMA agrees to provide the member with a statement of claim, claims status and activities report within 10 days of the member's request for such information.

11. **By-laws, Rules and Regulations of PERMA.** The member agrees to abide by and is bound by the rules, regulations and bylaws which are adopted by the Board of Directors or members of PERMA. The member further agrees to abide by the terms and conditions of the coverage document which will be provided to the member annually upon renewal.

12. **Termination of Coverage and Membership.** This Agreement, including the member's workers' compensation coverage and membership in the program, may be terminated (a) by PERMA either (i) on 10 days' written notice for the member's failure or refusal to make any required payment, unless the member makes the required payment within 10 days of notice; or (ii) on 60 days' written notice for other cause, including but not limited to the member's failure to comply with the terms of this Agreement (other than the terms requiring the member to make payments), or the terms of the member's workers' compensation and/or employer's liability coverage agreement with PERMA, or the rules, regulations or by-laws of PERMA; or (b) by the member, 30 days after PERMA's receipt of written notice of cancellation. If the Agreement is terminated by PERMA for non-payment or is cancelled by the member, the member will be required to pay a short rate penalty upon termination. The short rate penalty will be computed using the New York Compensation Insurance Rating Board Short Rate Cancellation Table, including the procedure accompanying that table, unless amended by an alternative contribution contract. The final contribution will not be less than the minimum contribution set forth in the member's Workers' Compensation/Employer's Liability Agreement. Upon any termination of this Agreement other than a termination on the Renewal date, the terminating member will be required to pay the contributions earned, on a pro rata basis, through the date on which the termination is effective. The member's final contribution will not be less than the pro rata share of the minimum contribution under this Agreement.

13. **Notice to the Parties.** Notice by either party, as the case may be, shall be given by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12212, and to the member at its address as set forth above.

14. **Reporting and Retention Obligations.** Notwithstanding any other provision of

8 cont
this Agreement, the member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the member by the New York State Workers' Compensation Law.

City of Niagara Falls

By: _____

Title: _____

ATTEST:

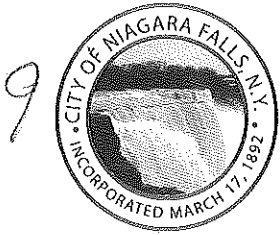
PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

By: _____

Stephen Altieri
Chairman, PERMA Board of Directors

By: _____

Jeff Van Dyk
Executive Director, PERMA



City of Niagara Falls, New York

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

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

November 16, 2017

The City Council
Niagara Falls, New York

RE: Request for funding for Connect & Protect Niagara Mobile App Initiative

Council Members:

The City Council recently heard a presentation from a representative of Niagara University detailing the initiative known as the Connect & Protect Niagara Mobile App. The concept is to develop a mobile app for smart phone utilization which will promote and enhance resident awareness of various programs and services that are available in the area. The goal is to avoid duplication of information services and encourage resident participation, community growth and enhancement of the quality of life for all in the City of Niagara Falls.

Attached hereto is detail on the Connect & Protect Niagara Mobile App proposal.

There is a request for funding to begin this initiative in the amount of \$2,500.00. Funding is available from tourism fund balance.

Will the Council so approve and authorize the Mayor to execute any documents or agreements in order to launch this initiative provided the same are in form and content satisfactory to the Corporation Counsel?

Respectfully submitted,

Kristen M. Grandinetti
PAUL A. DYSTER
Mayor
(acting)

Funding is in place

Daniel Morello
City Controller

2017 NOV 22 AM 10:53

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9 cont

**Development of Connect & Protect Niagara Mobile App
Proposal**

**Ezra P. Scott Jr.
Niagara Falls City Council
and
Dr. Yonghong Tong
Niagara University**

September 2017

9. cont

Development of Connect & Protect Niagara Mobile App Proposal

Mr. Ezra P. Scott Jr. campaigned tirelessly during the 2015 Niagara Falls City Council election with emerging hopes to revive the City of Niagara Falls. His slogan was and still remains the same "a connected city is a protected city". Dr. Yonghong Tong, assistant professor in Niagara University, has the passion to develop smart applications for Niagara Falls with the emerging technology.

The Vision

The Connect and Protect Niagara mobile app, through modern technology, promotes resident awareness, ensures equal opportunity of services, and minimize duplication of services by providing a mobile gateway to local services.

This streamlined access to services increases community awareness of available services, and is used as a programming tool for new agencies to identify services that is currently being provided, thereby, avoiding risk of duplication as well as allowing the opportunity for the complementarity of services. This app encourages resident participation, community growth, and enriches the quality of life for all in the city of Niagara Falls.

Introduction

Lack of awareness of available services is creating a disconnection within the City of Niagara Falls and is the cause for missed opportunities. For example, there was a resident receiving unemployment. Before his benefits were exhausted, he had hopes of taking advantage of free job training to become a carpenter. The source that he was in contact with was unaware of any carpenter trainings in the area. Three months later a relative told him that they had received information about a local carpenter training program. When this resident finally learned of this program, he was no longer receiving unemployment and no longer had the free time he once had to attend these classes. This missed opportunity to develop this skill was disappointing to this resident.

There are many residents and local agencies that share the desire of rising Niagara Falls, but often there is a breakdown in effective publishing of this kind of information. Guidance to local services, volunteer opportunities, and training programs are just a few examples of why we need to begin developing a unified platform of information. "Roughly three-quarters of Americans (77%) now own a Smartphone, including lower-income Americans and those ages 50 and older are exhibiting a sharp uptick in ownership over the past year", according a Pew Research Center survey conducted in November 2016. Using technology to our advantage we are partnering with local agencies to create an alpha-directory of local services. This directory has the potential to be at the thumb of each city resident.

9 cont

This mobile application has been designed from my desire and inspiration to connect the City of Niagara Falls. The purpose of this app is to bring this network of local agencies to the thumb of the individual in need. In December of 2013, the John R. Oshei Foundation by the University at Buffalo Regional Institute, prepared "A Community Report: City of Niagara Falls". In the report, page 6 states "Residents express a lack of awareness of the programs and services in the community that can help them". In order for our City to progress, we need to create an efficient channel to available services and this mobile app will do just that. You will have access to information regarding health care, social services, legal advice, employment & training programs and so much more.

The Goal

The Connect and Protect Niagara mobile app solves the issue of resident's lack of awareness of local agencies, services and programs that are available to improve each resident's quality of life. This also reduces the duplication of many services and creates a unified platform of services. This creates an efficient form of communication for agencies and residents. By partnering with agencies and residents within Niagara Falls, we can increase awareness while also establishing trust and equality.

The Objective

The Connect and Protect Niagara mobile app is a partnership between The City of Niagara Falls and Niagara University. Dr. Yonghong Tong and his students' team will be working with Mr. Ezra P. Scott Jr. and the City of Niagara Falls Management Information Services (MIS) Department to accomplish this work. Dr. Yonghong Tong and Mr. Ezra P. Scott Jr., will create a local directory of local services by requesting local agency's partnerships. The obligation of local agencies who partner with the Connect and Protect mobile app will be to consistently and accurately input data about their agency and services, through proper security features. Agencies will also have limited access to the City of Niagara Falls website to upload agency information to the mobile app. The application will be regularly promoted in the media encouraging agencies to partner and upload information to the mobile app.

Benefits / Impacts

- Expand your reach.
- Complementarity of services.
- Strengthen /support the existing coalition of human services providers
- Transform public perception and maximize awareness of agency(s).
- Drive citizen engagement with limited resources and budget.
- Improve your services and customer experience.
- Become more authentic and transparent.

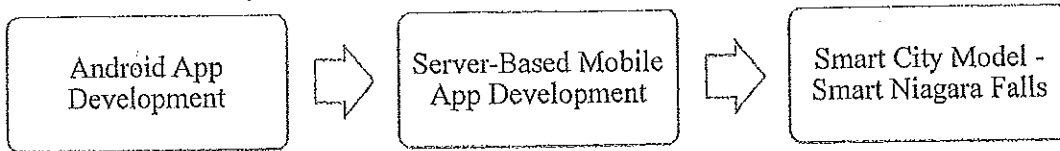
9 cont

- Greater opportunities for human connections, increasing resident follow through who are seeking services.

Methodology:

1. Model Design

This project include three phases: Phase 1: Android-based application development, Phase 2: Server-based application development, and Phase 3: Smart City model application development.



2. Development Plan:

Phase 1: Android app development (9/1/2017-12/15/2017)

In this phase, an Android OS based app will be design and developed. The main functionalities include:

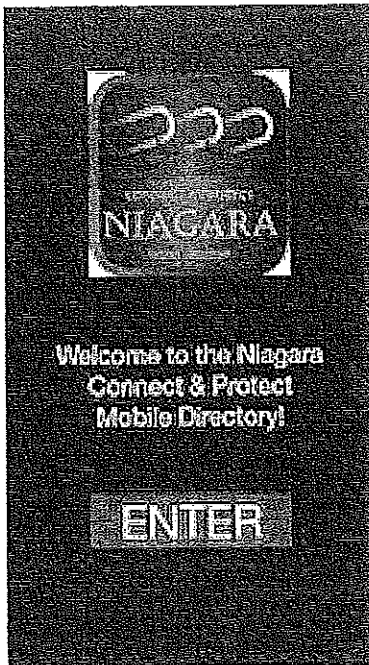
- 1) Find and access interested information
- 2) Show location on map
- 3) Make a phone call

Main work:

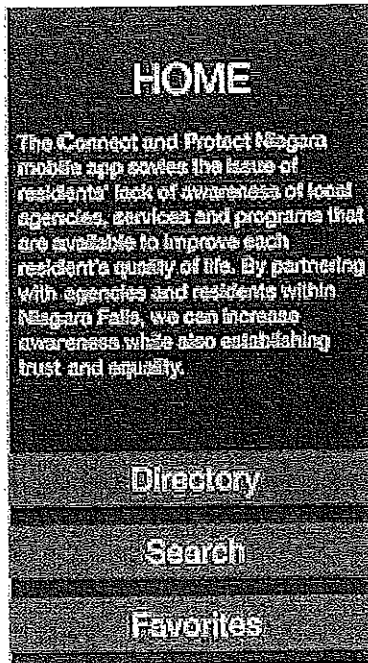
- 1) Planning – Activities, themes, and music
- 2) Design screen layout
- 3) Design database
- 4) Design images
- 5) Development
- 6) Test
- 7) Improvement

Draft Design:

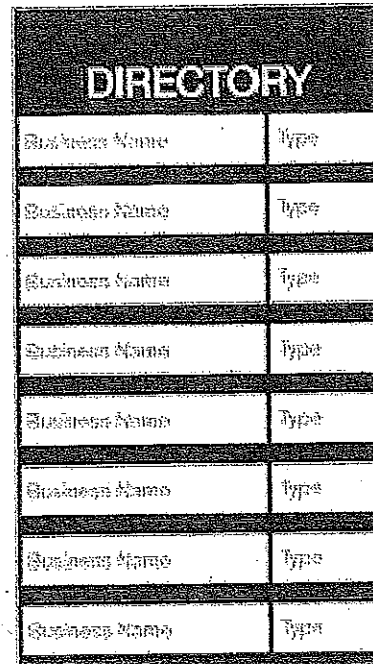
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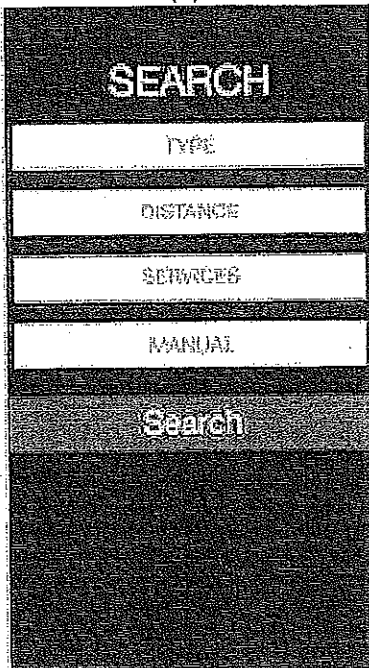
(a)



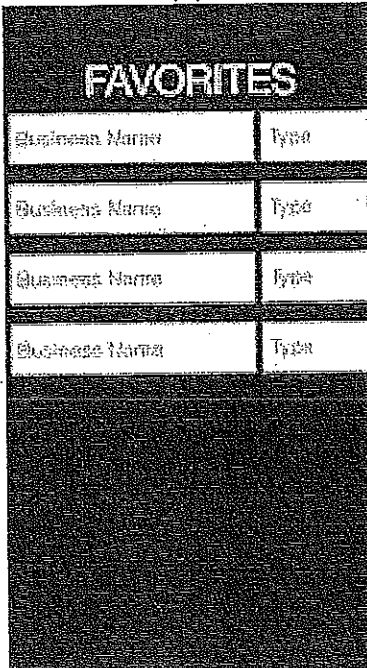
(b)



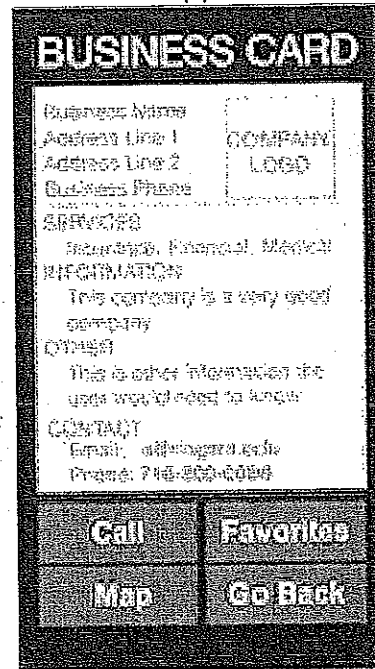
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(d)



(e)



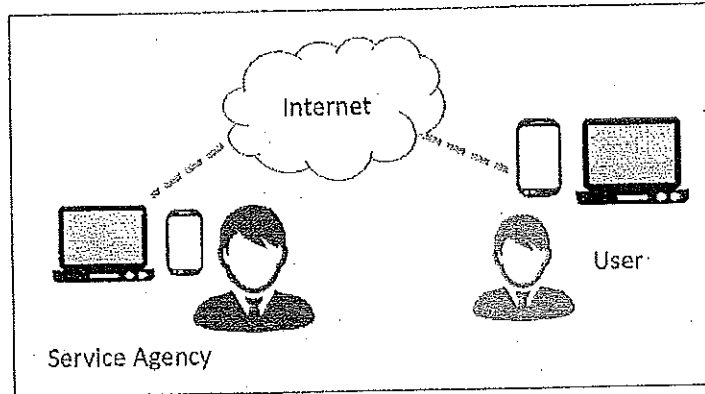
(f)

Phase 2: Server-based mobile app development (1/15/2018- 12/31/2018)

In this phase, based on the app developed in Phase 1, a server based database application will be developed. The main functionalities in the phase include:

9. cont

- 1) Automatically update information on mobile device
- 2) Report/write comments to service providers
- 3) Service provider can register a service via Internet
- 4) Usage statistics and visualization – (for officials and data analyst)



Phase 3: Smart City Model – Smart Niagara Falls (1/1/2019-12/31/2019)

In this phase, based on the app developed in Phase 1 and Phase 2, a Smart City model for Niagara Falls will be developed. The main functionalities in the phase include:

- 1) Automatically update information on mobile device
- 2) Report/write comments to service providers
- 3) Service provider can register a service via Internet
- 4) Usage statistics and visualization – (for officials)

Dissemination Plans and the Impact

In order to develop a Connect and Protect Niagara mobile app, it is critical to get a collaboration from various local service agency in the region, particularly in the public domain. We will approach the leadership of City of Niagara Falls and other related organizations in order to discuss possible ways to the operationalization of the app. Once the app is operationalized, we will open our invitations to any agencies that are not included in the original app in order to enhance the depth and width of the app's ubiquity.

We plan to submit this unique project to a national conference for a presentation opportunity. Once receiving some feedbacks from the conference attendees and other colleagues, further development would be conducted to achieve the best to serve the Niagara Falls region, and further to the Western New York. We would like to develop a Smart City model for City of Niagara Falls.

We believe the product of this project have dual contribution onto the resident's life and the economy of the Niagara Falls region, the other on the academia. First, we hope this project will be a great contribution from Niagara University to the city of Niagara Falls and Western New

9 cont

York in general, by helping Niagara Falls to make a solid first step to a 'smart city' in near future. This innovative approach will enhance the effectiveness and efficiency of utilizing the emerging technologies in community. This study will also provide meaningful implications and encouragement to the interested scholars.

Student Research Assistant

Several undergraduate students will be expected to be involved in this research project. They will work together as a team and focus on 1) general information collection; 2) mobile app GUI design and development; 3) Database design and development, 4) Web based application development, 5) image and audio design, and 6) the structure and final app development. All these students should have background in mobile application development. Most important ability for them is the creativity.

References

- <http://www.pewresearch.org/fact-tank/2017/01/12/evolution-of-technology/>
- https://www.oishei.org/docs/niagara_falls2013.pdf

10



City of Niagara Falls, New York

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

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

November 21, 2017

The City Council
Niagara Falls, New York

RE: Compensation for Union and Non-Union Personnel at the Niagara Falls Housing Authority.

Council Members:

The Niagara Falls Housing Authority Board of Commissioners approved certain pay increases for its employees. Attached is a copy of the correspondence describing these pay increases. While the City of Niagara Falls does not contribute financially to the operations of the Niagara Falls Housing Authority, the New York State Public Housing Law requires the approval of the City Council for those increases.

Will the Council so approve?

Respectfully submitted,

Kristen M. Grandinetti
PAUL A. DYSTER
Mayor
(acting)

1r
attachment

2017 NOV 22 AM 10:53

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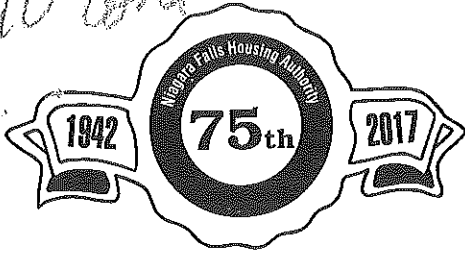


NOV 27 2017

10 cont.

Niagara Falls Housing Authority

Administrative Offices: 744 Tenth Street • Niagara Falls, NY 14301
Phone: (716) 285-6961 • Fax: (716) 285-3407 • TDD: 1-800-545-1833 x405
Website: www.nfha.org Email:nfha@nfha.org



November 15, 2017

Chairman Charles Walker
City Council Members
Niagara Falls City Council
745 Main Street City Hall
Niagara Falls, NY 14302-0069

Dear Chairman Walker and Council Members:

In accordance with Section 32 of the New York State Public Housing Law, the Niagara Falls Housing Authority respectfully requests the approval of City Council for increases in compensation for union and non-union personnel.

The Niagara Falls Housing Authority Board of Commissioners has approved the following raises for AFSCME: a 2.5% increase effective April 1, 2017, a 2.25% increase effective April 1, 2018, a 1% increase effective April 1, 2019, a 1% increase effective October 1, 2019, a 1% increase effective April 1, 2020, a 1% increase effective October 1, 2020 and a 2.25% increase effective April 1, 2021.

The City of Niagara Falls does not contribute, financially, to the operations of the Housing Authority; however, we are required to seek the approval of the local legislative body in this subject matter. We request that this item be placed on the November 27, 2017 City Council agenda.

I look forward to hearing from you soon.

Very truly yours,

NIAGARA FALLS HOUSING AUTHORITY

Patricia L. Barone

PATRICIA L. BARONE
Deputy Executive Director
plb/mvv

PEOPLE & POSSIBILITIES

Harry S. Jordan Gardens • Anthony Spallino Towers • Henry E. Wrobel Towers • Packard Court • Beloved Community
Doris W. Jones Family Resource Building • Packard Court Community Center



City of Niagara Falls, New York

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

DATE: November 21, 2017
 TO: The City Council
 FROM: Lisa A. Vitello
 SUBJECT: Commissioner of Deeds

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 2017 NOV 21 PM 8:00

The following have requested City Council approval for Commissioner of Deeds for a term from January 1, 2018 to December 31, 2019.

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

John S. Conti
 Ray Dashineau
 David Kok
 Paul Kudela
 Thomas Licata
 Ezra P. Scott Jr.

NFPD
 Code Enforcement
 NFPD
 NFPD
 NFPD
 City Council

Kathleen R. Boniello
 Paulette E. George
 Leigh Parrish
 Lisa A. Smith
 Diane L. Vitello
 Rocco D. Zendano Jr.

3533 North Avenue, NF NY 14305
 4776 Eddy Dr. E., Lewiston, NY 14092
 8689 Coleman Rd., Barker, NY 14012
 226 78th St., NF, NY 14304
 934 Lafayette Ave, NF, NY 14305
 444 23rd St., NF, NY 14301

Respectfully submitted,

Lisa A. Vitello
 Lisa A. Vitello
 LAV/cs

NOV 27 2017

GRANDINETTI _____ SCOTT _____ TOMPKINS _____ TOUMA _____ WALKER _____



12

RESOLUTION No. 2017-

**RELATIVE TO AMENDING CHAPTER 501 OF THE CODIFIED ORDINANCES
ENTITLED "TRAFFIC GENERALLY"**

BY:

Council Member Kenny Tompkins
Council Member Andrew Touma

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BE IT RESOLVED by the City Council of the City of Niagara Falls, New York that Chapter 501 of the Codified Ordinances entitled "Traffic Generally" is hereby amended to read as follows:

501.11 AUTHORITY TO IMPOUND: NOTICE TO KNOWN OWNER

...

(a) (6) any vehicle immobilized/secured by use of a wheel lock or other immobilization device, pursuant to Chapter 501.90(a) herein, for a period in excess of 48 hours.

...

501.90 TOWING, IMMOBILIZATION AND STORAGE AUTHORIZED

...

(b) Notice and Warning to Owner

...

[(6) such other information, statements, notices and warnings as the Superintendent of Police shall from time to time determine.] notice that any vehicle immobilized/secured by wheel lock or other immobilization device for unpaid parking fines for a period exceeding 48 hours will be considered abandoned and shall be subject to impound pursuant to Section 501.11 of this Chapter.

(7) such other information, statements, notices and warnings as the Superintendent of Police shall from time to time determine.

NOV 27 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

12 cont

...
(d) Vehicle Release to Owner

(1) Any vehicle removed, immobilized or stored as herein provided shall be promptly released to its owner upon the payment of the administrative impound fee of \$50.00, payment of outstanding parking fines and the satisfaction of outstanding traffic warrants. **In addition to the foregoing, any vehicle that is immobilized by use of a wheel lock or other immobilization device shall be released to its owner upon the payment of the \$125.00 "Parking Boot Fee".**

Bold and Underline Indicate Additions

Bold and Brackets Indicate [Deletions]

23

RESOLUTION No. 2017-

RELATIVE TO WAIVING PARKING FEES ON DECEMBER 15 & 16, 2017

BY:

Council Member Kenny Tompkins
Council Member Andrew Touma

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2017 NOV 22 AM 10:53

WHEREAS, Mount St. Mary's Hospital will be holding its annual Christmas Shoppe at the Niagara Falls Conference and Event Center on Saturday, December 16, 2017; and

WHEREAS, this Christmas Shoppe provides an opportunity for the parents and/or families served at the Neighborhood Health Center and at Heart, Love & Soul to obtain Christmas presents for their children in the nature of warm clothing, pajamas and personal items; and

WHEREAS, this City Council has been requested to waive parking fees for the volunteers and recipients for this event. A copy of this request is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that this City Council does hereby waive parking fees for volunteers and recipients working and attending at the Christmas Shoppe event on December 15, 2017 and December 16, 2017 and that this waiver of parking fees be applicable to the City owned lot located at 256 Third Street as well as the City Parking Ramp.

NOV 27 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____

13 cont



11/14/2017

Dear City of Niagara Falls Administrator,

Mount St Mary's Hospital will be holding our annual Christmas Shoppe at the Niagara Falls Conference and Event Center Saturday 12/16/2017.

The Christmas Shoppe provides an opportunity for the parents and/or families served at the Neighborhood Health Center and Heart, Love & Soul to "shop" for Christmas presents for their children.

The Christmas Shoppe offers warm clothing, pajamas and personal items to the children of those in need.

We are asking the parking fees for the volunteers and recipients be waived for this not for profit charity event.

The event being held on 12/16/2017 is from 8:00am to 2:30pm. Staff and volunteers will be setting up 12/15/2017 from 9:30 to 12:30pm.

We are grateful to you, our community member in partnering with us to give hope to the poor and disadvantaged.

Margaret Gabriele CCM
Manager of Care Management
Mount St Mary's Hospital
5300 Military Road Lewiston, NY 14092
716-799-4164 (cell) 716-298-2259 (w)

Margaret.Gabriele@chsbuffalo.org

14

RESOLUTION No. 2017-

**RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING THE
ABANDONMENT OF A PORTION OF THE ALLEY RUNNING
EAST/WEST BETWEEN 7TH STREET AND THE NORTH/SOUTH
ALLEY BETWEEN 6TH AND 7TH STREET ADJACENT TO THE
SOUTH SIDE OF 414 - 7TH STREET**

BY:

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

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WHEREAS, the purchaser of the adjoining properties has requested the abandonment a portion of the alley running east/west between 7th Street and the north/south alley between 6th and 7th Street adjacent to the south side of 414 - 7th Street; and

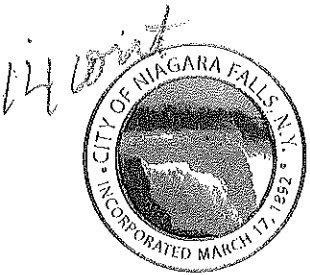
WHEREAS, the Planning Board has recommended to Council that this request be approved; and

WHEREAS, this Council declares its intention to abandon said alley portion.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Niagara Falls, New York that a public hearing be held relative to the abandonment of the aforementioned alley portion, said public hearing to be held at a meeting of the Council to be held in the Council Chambers in City Hall on December 11, 2017 at 6:00 p.m. Eastern Standard Time, and the City Clerk is hereby directed to publish notice of intention to discontinue and abandon the said alley portion in the official newspaper once a week for two successive weeks preceding December 11, 2017.

NOV 27 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____



City of Niagara Falls, New York

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

November 15TH, 2017

NIAGARA FALLS PLANNING BOARD

APPROVAL OF RECOMMENDATION TO CITY COUNCIL
Abandonment of Alley – Vicinity of 414,416,420,424,426 and 428 7th Street & 610,614,616,624 and 626 Niagara Street

Pursuant to action taken by the Niagara Falls Planning Board on the 15th day of November 2017 your request is hereby granted.

NAME OF OWNER: City of Niagara Falls

ADDRESS OF ACTION: Alley in the vicinity of Vicinity of 414,416,420,424,426 and 428 7th Street & 610,614,616,624 and 626 Niagara Street

PURPOSE: So properties can be developed as proposed

A Alley Abandonment recommendation to Council is **Approved**.

DATE: November 15th, 2017



Tony M. Palmer, Chairman
Niagara Falls Planning Board

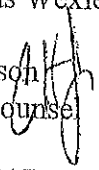
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City of Niagara Falls
New York

TO: Mr. Tom DeSantis, Acting Director of Planning and Economic Development

CC: Michelle Shaughnessy, Secretary to Planning Board
Anthony Vilardo, Business Development Manager
Lippes Mathias Wexler Friedman LLP – Attn: Blaine Schwartz, Esq.

FROM: Craig H. Johnson 
Corporation Counsel

DATE: October 25, 2017

RE: *Alley that crosses multiple properties located at 7th and Niagara Streets*

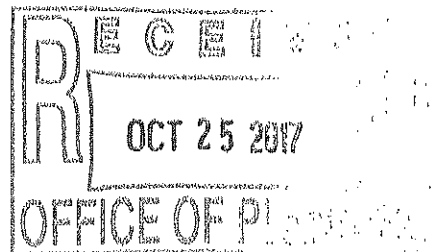
TM Montante Development (“Montante”) was selected as the preferred developer of the premises commonly known as 610, 614, 616 and 624 Niagara Street and 414, 416, 420, 422, 424, 426 and 428 – 7th Street (the “Premises”).

In doing its diligence, Montante has advised that records show that there is a City owned twelve foot wide alley across the Premises that runs between 7th Street and the westerly boundary of the Premises. Montante is requesting that the City abandon this alley so that the Premises may be developed as proposed. Attached is a copy of correspondence from Montante’s attorneys in this regard together with a copy of a survey of the Premises. I am also enclosing herewith a copy of maps developed by the City Planning Department which also show the location of this alley.

It is requested that this matter be placed on the agenda for the first Planning Board meeting in November so that the abandonment process as described in the City Charter may be commenced.

Thank you for your courtesy and attention herein.

CHJ/lmr
Attachments





ATTORNEYS
AT LAW

14 cont

Lippes Mathias Wexler Friedman LLP

Blaine S Schwartz

Partner

Email bschwartz@lippes.com

Buffalo Office

OCT 24 2017

October 23, 2017

Craig H. Johnson
Corporation Counsel
City of Niagara Falls
P.O. Boxes 69
Niagara Falls, NY 13202-0069

**Re: Alley that crosses multiple properties located at 7th and Niagara Streets,
Niagara Falls, NY**

Dear Craig:

As you know, TM Montante Development has been appointed as the preferred developer of the following parcels of land:

610 Niagara Street, parcel number 159.30-1-36
614 Niagara Street, parcel number 159.30-1-34
616 Niagara Street, parcel number 159.30-1-33
624 Niagara Street, parcel number 159.30-1-32
414 7th Street, parcel number 159.30-1-30
416 7th Street, parcel number 159.30-1-29
420 7th Street, parcel number 159.30-1-28
422 7th Street, parcel number 159.30-1-27
424 7th Street, parcel number 159.30-1-26
426 7th Street, parcel number 159.30-1-25
428 7th Street, parcel number 159.30-1-24

TM Montante Development intends to acquire the parcels in the name of 7th and Niagara LLC, a New York limited liability company.

Pursuant to the attached boundary survey dated September 15, 2017 prepared by McIntosh & McIntosh, P.C., there is a twelve (12) foot wide alley that runs between 7th Street and the westerly boundary of the parcels to be conveyed to my client. Because the alley bisects the northern and southern parcels to be conveyed, my client will require the alley to be abandoned by the city and conveyed to my client at the time of the closing on the acquisition of the other parcels.

The abandonment of this alley and the inclusion of this alley in the property to be conveyed to my client will be a condition precedent to closing. It is crucial to my client that all parcels in the development footprint be under the control of my client to



14 cont

October 23, 2017

Page 2

facilitate the development of the project. Having an alley run through the middle of the project would definitely be a problem as it would preclude my client from developing the project as contemplated by both my client and the City of Niagara Falls.

I would greatly appreciate it if you could please initiate the process of abandonment. Feel free to contact me with any questions. Thank you for your ongoing cooperation.

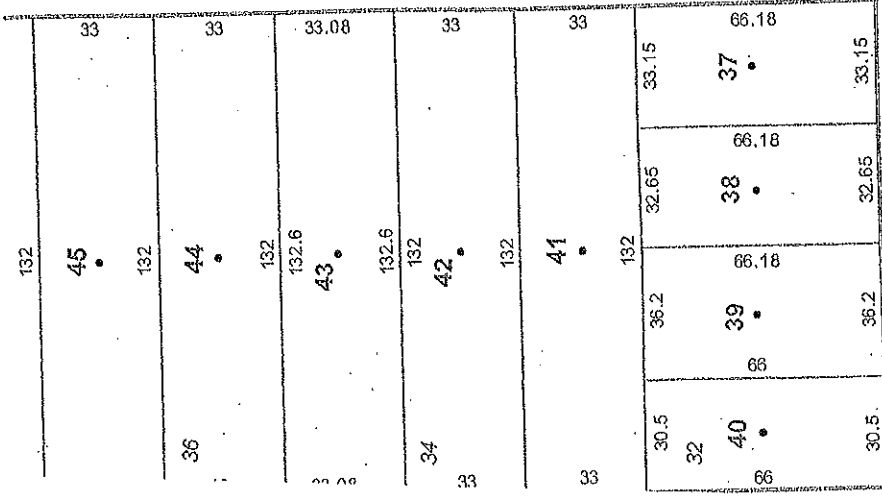
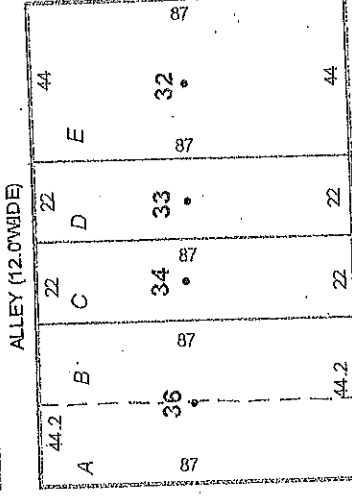
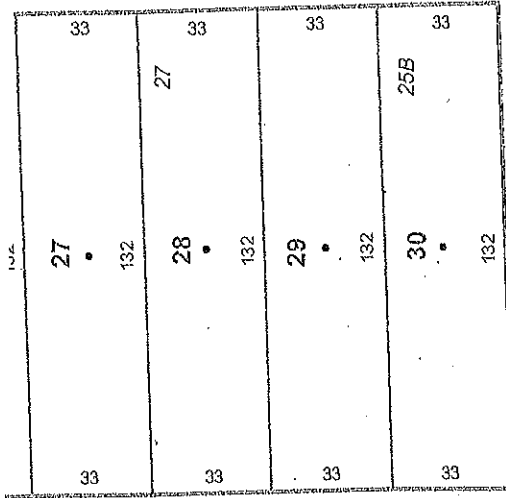
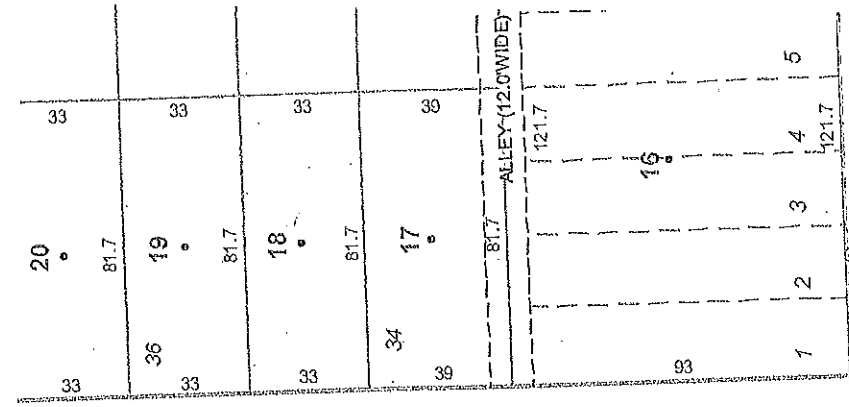
Very truly yours,

Lippes Mathias Wexler Friedman LLP

Blaine S. Schwartz, Esq.

Cc: Christian Campos
Byron Deluke

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NIAGARA STREET (66.0' WIDE)

W

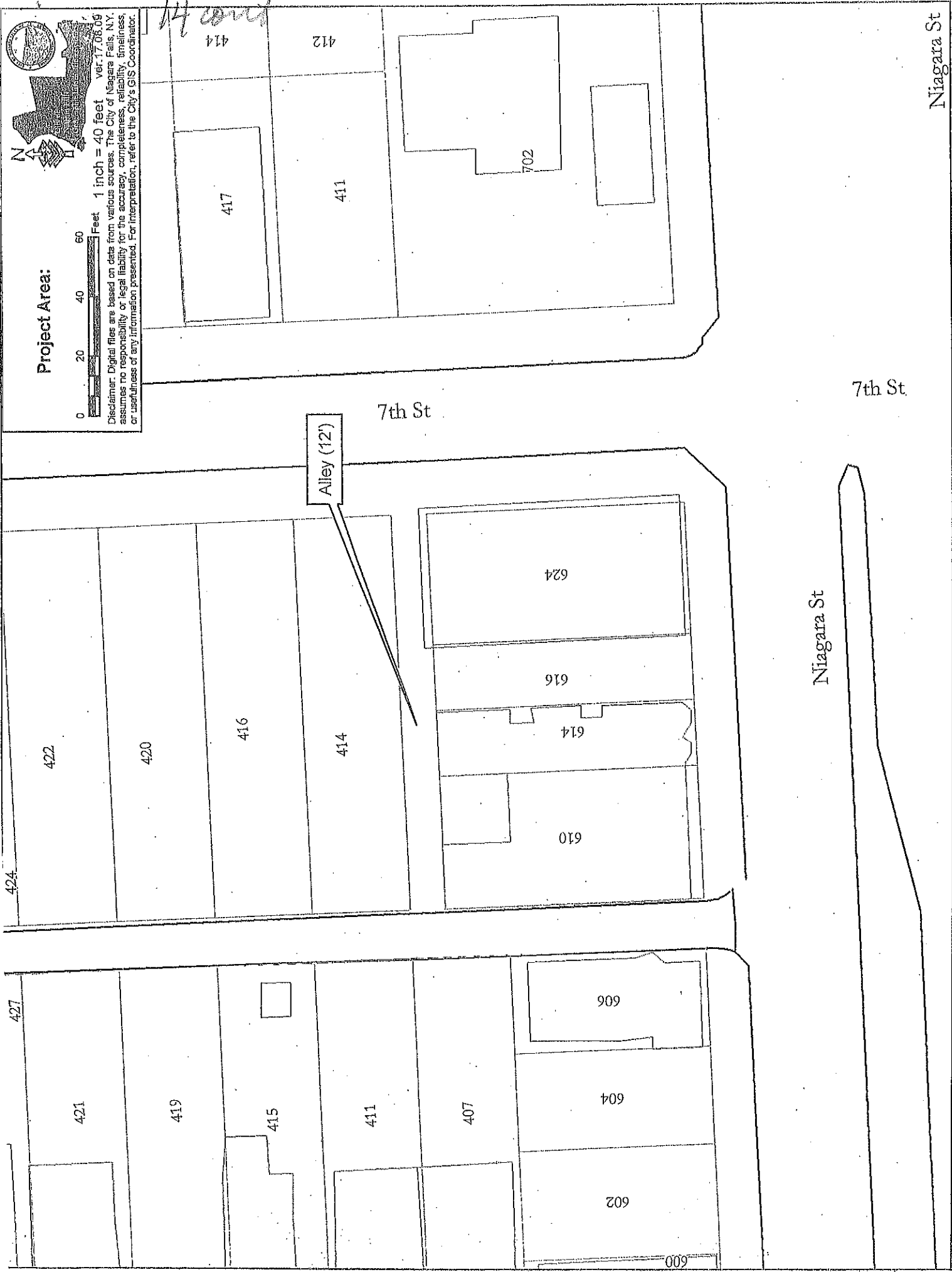


Project Area:



Feet 1 inch = 40 feet ver.17.08.09
Disclaimer: Digital files are based on data from various sources. The City of Niagara Falls, N.Y. assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness or usefulness of any information presented. For interpretation, refer to the City's GIS Coordinator.

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7th St

Niagara St

Niagara St

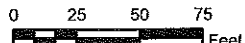
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Requested Alley Abandonment

Niagara St

Project Area: Requested Alley Abandonment by: TM Montante for Redevelopment



1 inch = 75 feet ver.17.11.16

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300 6th St
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LOCAL LAW NO. _____ FOR THE YEAR 2017

City of Niagara Falls, NY, County of Niagara

A Local Law authorizing a property tax levy in excess of the limit established

General Municipal Law § 3-c

Section 1. Legislative Intent

It is the intent of this local law to allow City of Niagara Falls to adopt a budget for the fiscal year commencing January 1, 2018 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of the General Municipal Law § 3-c, which expressly authorize a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override

The City Council of the City of Niagara Falls, County of Niagara, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2018 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law § 3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence,

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paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

NOV 27 2017

Grandinetti ___ Scott ___ Tompkins ___ Touma ___ Walker ___