



Presentation Requests: January 17th Meeting
Seth A Piccirillo to: Andrew P Touma, Andrew Touma
Cc: Lisa Vitello, Ryan Undercoffer

01/09/2018 08:44 AM

Chairman and City Clerk:

Hope you are both well. Please disregard the last email.

CD requests the opportunity to make the following presentations at the 1/17 City Council Meeting:

1. 2018 City Park Investments
2. Niagara Falls Complete Streets Policy

Also, I have a few council resolutions in support of park improvement grant applications, and just want to be sure I am using proper protocol. Do I send the draft resolution to all members and ask for sponsors, then send that to the clerk, or do the members do that on their own?

Thanks.

Seth Piccirillo, Director
Niagara Falls Community Development
www.nf-cd.org

JAN 17 2018



City of Niagara Falls, New York

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

DATE: January 2, 2018
TO: Council Members
FROM: Lisa A. Vitello, City Clerk

The following claims have been filed in the Office of the City Clerk during the month of December 2017. The claims were subsequently referred to the Office of the Corporation Counsel.

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE

2018 JAN -2 AM 9:04

NOTICE OF CLAIM

Hall, Alan
9414 Cayuga Dr., Lot 12

In reference to property damage caused by Forestry Department during tree removal.

C & R Housing Inc.
By Jabril & Ellen Shareef
c/o Etido Udousoro, Esq.

In reference to Breach of Contract and Racial discrimination.

Andrea McDougald Individually and as
Parent and Natural Guardian
Of Isiah Howard (aka Isiah McDougald)
a Minor

In reference to personal injuries.

Hardaway Jr., Jimmie
c/o James P. Verrastro, Esq.
Spadafora & Verrastro, LLP

In reference to personal injuries.

Mulvey, Adam
2213 Linwood Avenue

In reference to vehicle damage caused by a city plow truck.

NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING SUPREME COURT CASES

Dunn, Clara M.

Index No. E163230/2017

JAN 17 2018

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NOTICE OF ELECTRONIC FILING

Wilczak, Sean P.

Index No. E163458/2017

Accadia Site Contracting, Inc.

Index No. E163253/2017

Yours truly,

A handwritten signature in cursive script that reads "Lisa A. Vitello".

Lisa A. Vitello

LAV/cs



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: January 3, 2018

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 December, 2017.

		<u>CONTROLLER</u>	<u>TOTAL</u>
A1255-001 A012	Vital Statistics	\$ 2,924.00	\$ 2,924.00
A1255-004 A013	Copies of Records	\$ 474.00	\$ 474.00
A1255-004 A013	Certificates of Marriage	\$ 390.00	\$ 390.00
A2501-007 A043	Auction	\$ 150.00	\$ 150.00
A2501-014 A046	Electrician - Active	\$ 4,750.00	\$ 4,750.00
A2501-014 A046	Electrician - Inactive	\$ 240.00	\$ 240.00
A2501-016 A047	Stationary Engineers	\$ 1,450.00	\$ 1,450.00
A2542-000 A053	Dogs/NYS Agr. & Mkts \$ 267.00	\$ -	\$ 267.00
A2542-000 A053	Additional Dogs	\$ 2,817.50	\$ 2,817.50
A2545-001 A054	Marriage License/NYSHD \$ 877.50	\$ 292.50	\$ 1,170.00
A1255-002 A123	Commissioners of Deeds	\$ 5.00	\$ 5.00
A2545-010 A128	Petroleum - Retail	\$ 490.00	\$ 490.00
A2545-010 A128	Petroleum - Storage	\$ 840.00	\$ 840.00
A2545-010 A128	Petroleum - Wholesale	\$ 500.00	\$ 500.00
A2545-023 A318	Hunters/NYS DEC RAU \$ -	\$ -	\$ -
A2545-023 A318	Hunters Fees	\$ -	\$ -
A1255-005 A528	Dog Release	\$ 350.00	\$ 350.00
TA63008 A597	Marriage Performance	\$ 1,500.00	\$ 1,500.00
TOTAL:		<u>\$ 17,173.00</u>	<u>\$ 18,317.50</u>

Check # 27644
Check # 27624
Check # ET

NYS Dept. of Arg. & Mkts \$ 267.00
NYS Health Department \$ 877.50
NYS DEC RAU \$ -

Lisa A. Vitello

Lisa A. Vitello

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NIAGARA FALLS
CITY CLERK'S OFFICE
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CITY OF NIAGARA FALLS
NEW YORK

January 11, 2018

TO: The Council
FROM: Mayor Paul A. Dyster
SUBJECT: RFP #2017-30 Grinding, Chipping & Removal of Wood/Leaf Waste

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

WITH: Zoladz Construction Co., Inc.
13600 Railroad Street
P.O. Box 157
Alden, New York 14004

FOR: Grinding, Chipping and Removing Wood/Leaf Waste from the 5000 Porter Road site


Notice that proposals were to be received was advertised in the Niagara Gazette and requests for proposals were sent to ten (10) vendors. Five (5) responses were received.


Zoladz Construction Co., Inc. is to complete the following tasks: remove the leaf waste; sort through the wood debris and separate any contaminants; grind the wood waste and then leave it on site for the City's use. The total cost for these services is \$175,808.00.

Funds for this expenditure are available in the capital code for tree related projects (\$100,000.00) and from the casino funds reserve (\$75,808.00).

Respectfully submitted,


Mayor Paul A. Dyster


Nicholas A. Melson
City Administrator


Douglas A. Janese, Jr.
Purchasing Agent

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NIAGARA FALLS
CITY CLERK'S OFFICE
2018 JAN 11 AM 10:38

KENNEDY _____ SCOTT _____ TOMPKINS _____ VOCCIO _____ TOUMA _____



City of Niagara Falls, New York

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

OFFICE OF THE MAYOR

Telephone: (716) 286-4310

January 5, 2018

The City Council
Niagara Falls, New York

RE: Participation in Niagara County Drug Task Force

Council Members:

The Superintendent of Police is recommending that the City once again authorize the NFPD to participate in the Niagara County Drug Task Force. The City has participated in this Drug Task Force for many years and it has proven to be a valuable tool in assisting the NFPD in its fight against crime.

Attached hereto is a copy of the Memorandum of Understanding in this regard.

Will the Council so approve and authorize the Police Superintendent to execute this Memorandum of Understanding evidencing the participation of the NFPD in the Niagara County Drug Task Force?

Respectfully submitted,

PAUL A. DYSTER
Mayor

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CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2018 JAN 11 AM 10:43

JAN 17 2018

Kennedy _____ Scott _____ Tompkins _____ Voccio _____ Touma _____

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**MEMORANDUM OF UNDERSTANDING
AMONG THE
NIAGARA COUNTY SHERIFF'S OFFICE
CITY OF NIAGARA FALLS POLICE DEPARTMENT
CITY OF NORTH TONAWANDA POLICE DEPARTMENT
CITY OF LOCKPORT POLICE DEPARTMENT
For a Drug Enforcement Task Force
(Niagara County Drug Task Force)**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish guidelines for the management of a Drug Enforcement Task Force in Niagara County. The participating agencies are committed to working together in a cooperative fashion to ensure the most effective law enforcement response to drug trafficking within Niagara County. Enforcement is based upon the theory that criminal activity in neighborhoods, such as illicit drug activity, brings with it a wide variety of ancillary illegal activities. The mission is to provide a quick resolution to the problems of a neighborhood by both visible and undercover police presence as it relates to illicit drug activity, to result in quick improvements to the quality of life for the neighborhood residents.

II. NAME

The task force will be known as the "Niagara County Drug Task Force" (NCDTF).

III. PARTICIPANTS

The following law enforcement agencies will participate in the NCDTF:

1. Niagara County Sheriff's Office
2. City of Niagara Falls Police Department
3. City of North Tonawanda Police Department
4. City of Lockport Police Department

IV. SUPERVISION AND COORDINATION

- A. The police functions of the NCDTF will be under the direct command and operation of the Sheriff of Niagara County, who shall appoint a NCDTF Captain or supervisor. The governing board shall consist of the Sheriff of Niagara County, Undersheriff of Niagara County, the District Attorney of Niagara County and the Chiefs of Police of participating agencies which shall serve in an advisory capacity to the NCDTF.
- B. Prosecution issues shall be under the direction of the Niagara County District Attorney's Office. The District Attorney, or his representative, will be kept informed of current and pending NCDTF cases and confidential informant status.
- C. Each officer assigned to the NCDTF will have the primary responsibility for relaying NCDTF information and activities to his or her own agency. Each participating agency will provide a supervisory liaison/point of contact for this purpose.
- D. NCDTF police operations will be conducted under the direction of the NCDTF supervisor. The NCDTF supervisor will act as liaison to all participating agencies who will work together in a cooperative fashion to resolve any issues that may arise. It is imperative that NCDTF

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supervisory personnel have solid professional relationships with their counterparts in various local, state and federal investigative and prosecutorial agencies. Every effort will be made to ensure that duplication of, or interference with investigations does not occur between agencies. Coordination and operational awareness are important for the successful investigation of drug cases.

V. INFORMATION SHARING

A. Information received by the NCDTF will be shared with all participating agencies in the following manner:

1. Officers assigned to the NCDTF will be responsible for disseminating appropriate information to their own supervisory liaison. The supervisory liaison will keep in mind the need for confidentiality for the safety of NCDTF officers and integrity of NCDTF investigations. NCDTF members and supervisory liaisons will not disclose any confidential NCDTF information to the general public or unauthorized personnel. Confidential information involves any operational detail, including, but not limited to, names or identities of any undercover officer, confidential informants, targets or potential targets, any surveillance activities, wire tap activities, surveillance equipment, dates, times, or any other information that may tend to identify any NCDTF investigation or operation. Nothing contained herein is intended to restrict the District Attorney's obligation to make appropriate disclosure of information in the course of prosecutions he conducts.
2. The NCDTF supervisor will be responsible to ensure proper dissemination of information provided or developed by the NCDTF.
3. The NCDTF will develop and maintain a system to collect, analyze, disseminate and maintain records of drug intelligence and investigations.

VI. OPERATIONS

- A. The NCDTF supervisor will be responsible for daily operations and actions of NCDTF police members, including assignments and operational decisions. The targets of the task force should be selected by the task force itself and should be less informant-directed. The targets should be based upon volume of activity, which degrades the quality of life to community residents. The mindset of the task force should be: How can this situation be addressed in the most timely manner to most benefit community residents.
- B. The NCDTF supervisor, or, if unavailable, a designated NCDTF member (case agent) will be responsible and present for all search warrant executions and planning thereof. Prior to the execution of any search warrant, the appropriate agency will be notified of the operation to ensure that no confusion arises. Search warrant applications should be reviewed by the District Attorney's Office (except in exceptional cases) before being presented to the court for signature.
- C. An Operations Plan will be completed by the NCDTF supervisor or case agent prior to all deployments of the NCDTF. In addition a full briefing will precede all NCDTF search warrants and major arrest operations.
- D. The participating police agencies will supply additional officers to assist in NCDTF operations, as requested by the NCDTF supervisor (case by case). Such request for additional officers shall be made by the NCDTF supervisor to the officer in-charge of the assisting agency.

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- E. The NCDTF supervisor will review each proposed operation in advance and determine whether regular NCDTF officers or a tactical team should be used during raid entries. If it is determined that a tactical team should be used, the NCDTF supervisor will contact the appropriate agency liaison. It will be the responsibility of the agency liaison to follow his/her departmental procedures for activating the tactical team. However, should it become evident to NCDTF members that any entry should be made immediately to protect the undercover officer, confidential informant, or integrity of the operation, entry may be made forthwith and appropriate notification will be made thereafter.
 - F. Participating agencies will share resources, equipment and personnel whenever feasible.
 - G. All police members of the NCDTF will be available to any participating agency in need of assistance in situations involving non-drug cases, providing that the integrity of surveillance equipment, undercover officers and confidential informants are maintained. The requesting agency should contact the NCDTF supervisor to coordinate this effort.
 - H. The Sheriff of Niagara County, at his discretion, will deputize non-sheriff police members for the purpose of conducting drug investigations throughout Niagara County.
 - I. Generally, the NCDTF will utilize its own standard operating procedures.
 - J. The NCDTF will utilize the Niagara County Sheriff's Office for evidence storage and be responsible for submission of evidence to the Niagara County Forensic Lab for analysis.
 - K. Each NCDTF police member will be responsible for completing, in a timely fashion, any additional reports or paperwork required by his or her own agency, keeping in mind the provisions of Section V of this MOU.
 - L. Every NCDTF police member will have access to NCDTF police files. As a precaution, copies will not generally be issued, unless authorized by the NCDTF supervisor. Every effort will be made to disseminate information without copying files. If necessary for a supervisory liaison to review a NCDTF file, he or she is encouraged to report to the NCDTF supervisor. The NCDTF supervisor shall be available to all supervisory liaisons for such purpose. Due to the sensitive nature of drug investigations, supervisory liaisons are requested to treat information from NCDTF files accordingly, and to handle the information in a responsible manner. Files containing materials for the prosecution of cases will be provided to the District Attorney in the form requested by the District Attorney prior to the commencement of any prosecution. Such files will contain all information and documentation requested by the District Attorney.
 - M. The NCDTF supervisor will establish work schedules for police officers assigned to the NCDTF in consultation with the supervisory liaison from each participating agency. It is understood that these schedules will be flexible and subject to change. Police Officers assigned to the NCDTF will provide a contact phone number to the NCDTF supervisor. It is understood and agreed that each participating agency will retain ultimate control of the work schedule of its members assigned to the NCDTF and may assign them to non-NCDTF duties to meet agency needs. Whenever feasible, the participating agencies will notify the NCDTF supervisor, in advance, that a NCDTF member will be re-assigned to non-NCDTF duties so that the supervisor may make any necessary plans to ensure adequate officers are available for NCDTF duties.

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The NCDTF will coordinate with any and all Federal, State and Local agencies in the course of the execution of the official duties of the NCDTF and those agencies. The NCDTF members must SAFETNet all targets for de-confliction purposes and to enhance officer safety. If there is a conflict, NCDTF members will not, absent permission of the agency that has the target in SAFETNet, operate against that target. All conflicts must be brought to the attention of the NCDTF supervisor.

VII. ASSET SHARING

The division of USDOJ funds, vehicles or property obtained as a result of forfeitures related to NCDTF investigations shall be shared among the participating agencies pursuant to applicable laws and the United States Department of Justice Sharing Guidelines, as follows:

1. 35% to the Niagara County Drug Task Force
2. 50% to the Niagara County Sheriff's Office
3. 5% to the City of Lockport Police Department
4. 5% to the City of Niagara Falls Police Department
5. 5% to the City of North Tonawanda Police Department

All agencies must be in compliance with the criteria for participating in the Department of Justice Equitable Sharing program in order to receive disbursements. Equitable Sharing Request Forms (DAG-71) shall be submitted by the NCDTF and not by member agencies.

In the event that the NCDTF should dissolve, all remaining USDOJ funds shall be distributed according to the percentages outlined above. The percentage allocated for the NCDTF shall be distributed to the NCSO.

VIII. MEDIA RELEASE

The NCDTF supervisor will generally coordinate any police media release or press conference regarding NCDTF matters. In major cases, or if otherwise requested specifically, the NCDTF supervisor will coordinate police media releases or press conferences with the Sheriff of Niagara County or his designee.

IX. MISCELLANEOUS

- A. This agreement may be modified at any time by written consent of the member agencies. Any participating agency may terminate its participation in NCDTF under this MOU by delivering a written notice of termination to the other participating agencies. In the event an agency terminates participation in NCDTF, any scheduled fund disbursement will be prorated based upon the length of service.
- B. This MOU may be modified only in writing and must then be accepted by all signatory parties.
- C. Each police officer assigned to the NCDTF will continue to be considered an employee of his or her own agency. All salaries, overtime and benefits or other personnel cost will be the responsibility of each officer's own agency. Each participating agency will be obligated to pay Worker's Compensation/NYSGML Section 207C and any other legal or contractual benefits for its officers assigned to the NCDTF.

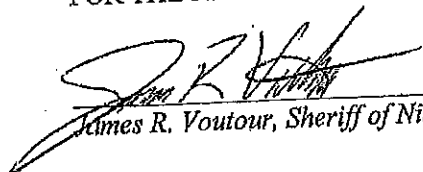
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- D. Each participating agency may request information and input from the NCDTF supervisor pertaining to the job performance of its officers assigned to the NCDTF for the purpose of performance evaluation. The NCDTF supervisor will provide such information and input as requested.
- E. Each police party agrees to indemnify and hold harmless the other from and against any and all claims of any third parties for damages and expenses of whatsoever nature arising from, growing out of, or related to the other's performance or sole failure to perform during and pursuant to this agreement.
- F. The NCDTF is assigned NY03100N1 as an operating NCIC. This number is for the use of the NCDTF only.
- G. The NCDTF complies with the Office of Federal Financial Management Single Audit and the Office of Management and Budget Compliance Supplement Circular A-133. The NCDTF equitable sharing is reported by the Niagara County Treasurer's Office.
- H. The NCDTF follows the Niagara County Purchasing Guidelines as established by County Resolution.

X. SIGNATURES

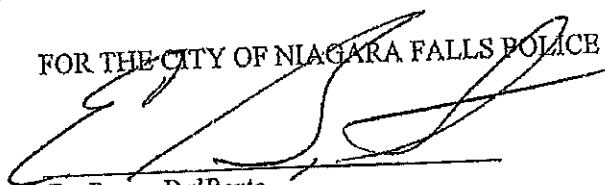
By executing this agreement, I hereby evidence my agency's agreement to abide by each of the terms of mutual commitment that have been outlined in this MOU for the NCDTF.

FOR THE NIAGARA COUNTY SHERIFF'S OFFICE:


James R. Voutour, Sheriff of Niagara County, New York

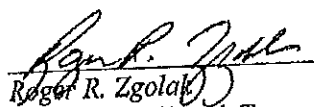
2 JAN 18
Date

FOR THE CITY OF NIAGARA FALLS POLICE DEPARTMENT:


E. Bryan DalPorto
Superintendent, City of Niagara Falls Police Department

4 Jan 18
Date

FOR THE CITY OF NORTH TONAWANDA POLICE DEPARTMENT:


Roger R. Zgolak
Chief, City of North Tonawanda Police Department

1.4.2018
Date

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FOR THE CITY OF LOCKPORT POLICE DEPARTMENT:

Michael F. Niethe

Michael F. Niethe
Chief, City of Lockport Police Department

1/3/2018
Date

FOR THE NIAGARA COUNTY DRUG TASK FORCE:

Scott A. Lombardo

Scott A. Lombardo
Captain, Niagara County Drug Task Force

01/04/18
Date



City of Niagara Falls, New York

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

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

January 5, 2018

The City Council
Niagara Falls, New York


RE: *Extension of Agreement for Grant Writing Services*

Council Members:


Commencing in calendar year 2015, the City entered into a non-exclusive Consulting Agreement (the "Agreement") with an individual to provide grant writing and grant administration services to the City. This Agreement has been extended for years 2016 and 2017 and has proven very beneficial to the City. It is recommended that for calendar year 2018 the City extend the Agreement with that same individual to provide those same services. Attached is a copy of the proposed 2018 Agreement together with a communication from the consultant describing various accomplishments and requesting an extension. The fee for those services during 2018 is not to exceed \$40,000.00. Funding is available from the 2018 Planning and Economic Development "Consultant" budget line.

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

Respectfully submitted,


PAUL A. DYSTER
Mayor

Funding is in place


Daniel Morello
City Controller

JAN 17 2018

Kennedy _____ Scott _____ Tompkins _____ Voccio _____ Touma _____



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CITY OF
NIAGARA FALLS
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2018 JAN 11 AM 10:43

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INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT made this ____ day of January, 2018, effective the 1st day of January, 2018 by and between the City of Niagara Falls, New York, a municipal corporation, having offices at 745 Main Street, Niagara Falls, NY 14302 (the "CITY") and Sherry L. Shepherd-Corulli, 8130 W. Rivershore Drive, Niagara Falls, New York 14304 ("CORULLI").

WITNESSETH:

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

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

WHEREAS, CORULLI's services are immediately available; and

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

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

1. The CITY agrees to retain and CORULLI agrees to be retained by the CITY on a non-exclusive basis for the purpose of performing grant research, development, writing and administration during the calendar year 2018. Attached hereto is a proposal for

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professional services (the "Proposal") submitted by CORULLI which details the services to be performed by her.

2. CORULLI is retained for the calendar year 2018, commencing on January 1, 2018 and ending on December 31, 2018.
3. This Consulting Services Agreement (the "Agreement") may be terminated by either the CITY or CORULLI at any time, with or without cause, on 30 days written notice to the other. Upon such termination, neither party shall have any further rights against the other under this Agreement.
4. CORULLI agrees that she will accept work assignments pursuant to her Proposal from the designee(s) of the Mayor of the City of Niagara Falls, New York and will report to that designee(s). In connection herewith, it is agreed that CORULLI's work assignments will be consistent with the following parameters:
 - Grant Writing: up to five grants per year
 - Grant Administration: up to twenty-five grants per year
 - Grant Research: up to ten grants per year
5. It is expressly agreed between the CITY and CORULLI that CORULLI is an independent contractor and is not, under any circumstances, an employee of the CITY.
6. CORULLI shall indemnify, defend and save harmless the CITY from and against any and all claims, suits, lawsuits, causes, charges, expenses and reasonable attorneys fees which the CITY directly or indirectly incur, suffers or become liable for by reason of negligence or careless acts or omissions on the part of CORULLI or her agents.

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7. In consideration for CORULLI performing satisfactory services to the CITY as described in the attached Proposal, the CITY agrees to compensate CORULLI at the agreed upon hourly rate of \$35.00. Invoices will be rendered by CORULLI on or about the first day of the month after the month when services have been performed which specify the days services were performed, the number of hours spent per day performing services for the CITY and each task performed.
8. The CITY and CORULLI agree that her total billing to the City for 2018 pursuant to this Agreement will not exceed \$40,000.00.
9. CORULLI agrees that she is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this agreement to any other person or corporation without the previous consent, in writing, of the CITY.
10. CORULLI agrees that she will comply with all Federal, State and Local laws, rules and regulations applicable to obligations, conduct and activities under this Agreement.

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

CITY OF NIAGARA FALLS, NEW YORK

BY:

PAUL A. DYSTER, Mayor

INDEPENDENT CONTRACTOR

BY:

SHERRY SHEPHERD-CORULLI

ATTEST:

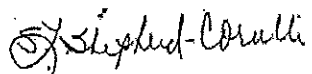
CITY CLERK

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Thomas J. DeSantis
December 27, 2017

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

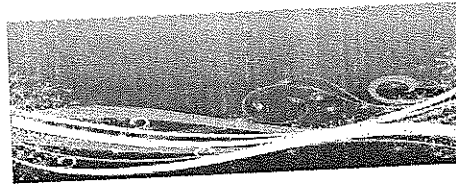
Sincerely,



Sherry L. Shepherd-Corulli
Grant Specialist

cc: Mayor Paul A. Dyster

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Sherry L. Shepherd-Corulli
Grant Specialist

8130 W. Rivershore Drive
Niagara Falls, NY 14304
Phone 716-807-4604
Fax 716-283-8946
sscorulli@gmail.com

December 27, 2017

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

Dear Mr. DeSantis:

As you are aware, our consulting agreement expires on Dec. 31, 2017. This has been a busy and productive year. Research was conducted on approximately twenty new grant opportunities and twelve grant applications were submitted resulting in awards totaling \$1,505,000. Decisions are still pending for additional applications requesting almost \$3 million.

In addition to the submission of new applications over the past year, sixteen existing projects totaling over \$10 million were administered this year, including the Highland Business Park and the City Lofts project.

Several new projects have been identified for submission to funding sources. In order to ensure that these projects are submitted to all potential funding agencies and that the newly funded projects are properly administered, it is vital to maintain continuity in grants services. For this reason, I am proposing that our existing contract (\$40,000 per year billed at an hourly rate of \$35.00 per hour) be renewed for another year.

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Thomas J. DeSantis
December 27, 2017

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

Sincerely,



Sherry L. Shepherd-Corulli
Grant Specialist

cc: Mayor Paul A. Dyster



City of Niagara Falls, New York

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

OFFICE OF THE MAYOR

Telephone: (716) 286-4310

January 5, 2018

The City Council
Niagara Falls, New York

RE: Agreement with Niagara County Office for the Aging

Council Members:

In the past, the City has served as a contractor for the Niagara County Office for the Aging by providing information and assistance services to persons 60 years old or older who meet Office for the Aging eligibility requirements. These services are performed at 1201 Hyde Park Boulevard, Niagara Falls, New York. The City is paid an amount not to exceed \$9,025.00 for these services. The term of the agreement is January 1, 2018 through December 31, 2018. Attached is a copy of a proposed agreement.

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

Respectfully submitted,

PAUL A. DYSTER
Mayor

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JAN 17 2018

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RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2018 JAN 11 AM 10:42



INFORMATION & ASSISTANCE PROGRAM AGREEMENT

This Agreement is hereby made to commence at 12:01:01 a.m. on the **1st day of January, 2018** and to terminate at 11:59:59 p.m. on the **31st day of December, 2018** by and between NIAGARA COUNTY, N.Y. (hereinafter referred to as the "COUNTY"), acting through its agent, THE OFFICE FOR THE AGING (hereinafter referred to as "OFA"), whose administrative offices are located at 111 Main Street, Suite 101, Lockport, NY 14094, and the CITY OF NIAGARA FALLS, 1201 Hyde Park Blvd., Niagara Falls, NY 14301 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

Whereas, acting in its official capacity as Niagara County's Area Agency on Aging as defined in the federal Older American's Act of 1965 and designated by the New York State Office for the Aging, the Niagara County Office for the Aging desires to ensure the provision of **Information and Assistance Services** for persons sixty (60) years and older who reside in Niagara County and meet OFA eligibility criteria, and

Whereas, the CONTRACTOR has demonstrated the capacity to provide such service(s) as defined in said regulations and holds the necessary licenses and certifications to perform the work, now, therefore be it

Resolved, that in consideration of the mutual covenants contained herein, it is mutually between these parties agreed and understood as follows:

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

1. The CONTRACTOR agrees to provide **Information and Assistance Services** to persons sixty (60) years old or older who meet OFA eligibility requirements.
2. The CONTRACTOR shall supply all statistics, records and information relevant to this contract as required by the COUNTY and this shall include reports on services provided, vouchers and other information which demonstrates delivery of services. The CONTRACTOR shall assist Niagara County staff with annual on-site review of services, documentation of expenditures, and accounting practices.
3. The CONTRACTOR shall submit required reports electronically using web-based reporting system.
4. The CONTRACTOR shall ensure compliance with Affirmative Action and Equal Employment laws. The CONTRACTOR agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended, with Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Assistance," and with Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as contained in 41 CFR Part 60 and/or any other Federal or State regulations or laws.
5. The CONTRACTOR shall observe all applicable Federal and State requirements relating to confidentiality of records and information, including but not limited to HIPPA regulations, and agrees not to allow examination of records or disclosure of information with the exception that examination of records by the COUNTY and/or State or Federal authorities may be necessary to assure that the purposes of this Agreement may be effectuated, and also to otherwise comply with the COUNTY'S obligations under law will be allowed.

TARGETING AND NONDISCRIMINATION:

1. **Statutes, Regulations and Policies:** The Contractor agrees that all activities under this Contract shall conform with all applicable Federal, State and Local Laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:
Rehabilitation Act of 1973, Section 504 (19 U.S.C. 704, Nondiscrimination) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 (8/4/92)
Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et seq.)
Older Americans Act
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
Federal Executive Order 11246, as Amended by Executive Order 11375
(Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)

1: b cont

Niagara County Office for the Aging, Niagara Falls Information & Assistance contract Page 2 of 4
January 1, 20187 – December 31, 2018 (CSE)

NF- IA-04-18

Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
Equal Access to Services and Targeting Policy (12-PI-08)

Elder Law

2. Targeting: The Contractor, to the maximum extent feasible, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the planning and service area (PSA).
3. Language Access: The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
4. Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or services funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.
5. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

COMPENSATION:

1. The COUNTY, acting through the OFA as agent, shall compensate the CONTRACTOR for services rendered with respect to the performance of this contract upon submission by the CONTRACTOR of properly executed and documented County vouchers. Total payment hereunder shall not exceed **\$9,025.00**.
2. The CONTRACTOR shall maintain all books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject for review or audit by the COUNTY and/or those duly authorized by Niagara County.
3. As per standard County policy, any vouchers for services rendered more than twenty (20) days old will not be accepted by the COUNTY, nor will reimbursement be made on such vouchers.
4. Two copies of the vouchers and invoices, with one invoice being an original document, must be provided by the CONTRACTOR to OFA prior to payment. All expenses must be in accordance with those authorized by the COUNTY, with the OFA as agent. Vouchers will be forwarded to the COUNTY for verification prior to payment.

DURATION, LIMITATIONS AND AMENDMENTS:

1. The parties agree that this Agreement shall commence at 12:01:01 a.m. on the 1st day of January, 2018 and terminate at the stroke of midnight on the 31st day of December, 2018.
2. The parties agree that this Agreement shall terminate automatically upon default in funding by the NY State Office for the Aging, and that furthermore this Agreement may be terminated by either party at its discretion upon thirty (30) days written notice to the other party. In the event that funding dollars are reduced to the COUNTY from its funding sources, the same percentage of adjustment shall be reflected in applicable funding dollars that the COUNTY forwards to the appropriate contracted service provider.
3. The parties agree that this Agreement may be amended whenever determined necessary by the COUNTY and the CONTRACTOR, so long as such amendments are approved by the New York State Office for the Aging. All such amendments must be made in writing, duly signed by both parties and annexed to this Agreement.

LIABILITY AND LOSS:

1. CONTRACTOR agrees to defend and indemnify the County of Niagara, their officers and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by CONTRACTOR, or its sub consultant, under this contract; provided, however, that CONTRACTOR shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's consultants, over whom CONTRACTOR has no authority or control.
2. CONTRACTOR by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then CONTRACTOR agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.
3. The relationship of CONTRACTOR to COUNTY shall be that of independent contractor. CONTRACTOR agrees to conduct all work in relation to this Agreement in accordance with the status of independent contractor, and agrees to make no claims by reason thereof to be an officer or employee of COUNTY and further holding no rights to make any claim, demand or application to or for any right or privilege applicable to an officer or employee of COUNTY, including but not limited to Workmen's Compensation coverage, or retirement membership credits.

INSURANCE:

GENERAL REQUIREMENTS: Before commencing work, the CONTRACTOR agrees to furnish evidence such as a Certificate of Insurance, acceptable to the COUNTY, that it has procured and will maintain, at its own expense, insurance in the kinds and amounts hereinafter specified. The COUNTY is defined as Niagara County, its agents, officers and employees.

A Certificate of Insurance must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the County of Niagara.
- Name the certificate holder as County of Niagara, 111 Main Street, Suite 102, Lockport, NY 14094.
- Name the County of Niagara, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Niagara County Director of Risk Management, 111 Main Street, Lockport, NY 14094.
- Insurance carriers should be admitted in the State of New York, unless an exception is approved by Niagara County.
- The Certificate of Insurance shall be submitted to the Niagara County Office of Risk Management for compliance review, approval and retention at least thirty (30) days prior to the start of work.

6 cont
Niagara County Office for the Aging, Niagara Falls Information & Assistance contract Page 4 of 4
January 1, 20187 – December 31, 2018 (CSE)
NF- IA-04-18

SPECIFIC REQUIREMENTS: The CONTRACTOR agrees to provide the following minimum insurance types, documentation and limits acceptable to the COUNTY:

Contracted Services

Coverage and Documents

Limits

A. General Liability (GL)

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

B. Auto Liability

\$1,000,000 Combined Single Limit

C. Excess/Umbrella Liability

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

D. Workers' Compensation and
Employers Liability
CE-200, C-105.2, or SI-12

Statutory Limits

E. Disability Benefits
CE-200, DB-120.1,
DB-820/829 or DB-155

Statutory Limits

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have hereby set their hands and seals to be made effective the first date of this Agreement:

By: Wm. Keith McCall Date 12/19/17
Chairman, Niagara County Legislature

By: _____ Date _____
City of Niagara Falls

APPROVED AS TO FORM:

By: [Signature] Date 12/13/2017
Niagara County Attorney

7

CITY OF NIAGARA FALLS

OFFICE OF THE CITY CLERK

TO: City Council Members

FROM: Lisa A. Vitello
City Clerk

DATE: December 29, 2017

RE: Resolution 2017-116

Please be advised that, Mayor Paul A. Dyster, on December 27, 2017, duly approved the following:

Resolution 2017-116, relative to Amending Chapter 701 of the Codified Ordinances entitled "Animals, Fowl and Dogs."

Lisa A. Vitello
City Clerk



LAV/naw

JAN 17 2018



City of Niagara Falls, New York

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

January 9, 2018

The City Council
Niagara Falls, New York

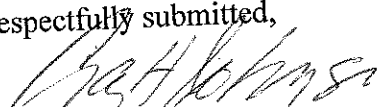
RE: Request for Approval to Settle and Pay Claim of GEICO General Insurance Company
a/s/o Diedre Ray, PO Box 9111, Macon, GA 31208-9111

Council Members:

Date Claim Filed:	September 12, 2017
Date Action Commenced:	N/A
Date of Occurrence:	August 1, 2017
Location:	20 th Street between Forest Ave & Woodlawn Ave
Nature of Claim:	City vehicle backed into a parked vehicle.
City Driver:	Daniel Mayville
Status of Action:	Claim Stage
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$1643.60
Make Check Payable to:	GEICO Direct as subrogee of Deidre Ray.
Conditions:	General Release to City approved by Corporation Counsel.

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

Respectfully submitted,


CRAIG H. JOHNSON
Corporation Counsel

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JAN 17 2018

Kennedy____ Scott____ Tompkins____ Voccio____ Touma____

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9
RESOLUTION No. 2018-

RELATIVE TO APPOINTMENT OF CITY COUNCIL SECRETARY

BY:

Council Chairman Andrew Touma
Council Member William Kennedy
Council Member Ezra P. Scott, Jr.

WHEREAS, Section 3.2(e) of the City Charter gives the City Council the authority to appoint its own confidential secretary by the majority vote of City Council members; and

WHEREAS, the position of City Council secretary is presently vacant due to the resignation of the previous City Council secretary; and

WHEREAS, this City Council wishes to fill this position.

NOW, THEREFORE, BE IT RESOLVED, that this City Council does hereby appoint Mark Diodate, 3028 Dorchester Road, Niagara Falls, NY 14305 to serve as its confidential secretary effective January 18, 2018. Attached hereto is a copy of the resume provided by Mark Diodate.

JAN 17 2018

Kennedy _____ Scott _____ Tompkins _____ Voccio _____ Touma _____

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q cont

Mark Diodate
3028 Dorchester Rd
Niagara Falls, NY 14305
716.474.7091 (Cell)
mdiodate@gmail.com

September 2017- Present

**Tropical Heating & Cooling
Sales/Managing Partner**

- Implemented a "We Care" program within Niagara Falls. It was very important to let our customers know we care and give back to the communities we live and work.
- Developed a mascot for our business named "Tropical Tom" who represents us during our community events.
- Successfully hit record sales numbers for the months of September – December equating in 354,895 in revenue.

April 2016 – September 2017

**Roy's Plumbing Heating & Cooling
Sales Manager**

- Managed the entire sales team of 12 people.
- Initiated new business development strategies to help penetrate new markets and territories to grow our business.
- Social media campaigns to increase brand awareness.

Nov 2014 – April 2016

**ENERGY ADVANTAGE, USA, Buffalo, NY
Director of Sales**

- Revived struggling operation from being on the verge of bankruptcy to a turnaround success story. Revamped pricing strategy, implemented effective promotional strategies, trained a high-performance sales team and helped boost corporate image.
- Doubled annual sales volume less than 1 year, growing sales from \$5 million to \$10 million.
- Achieved Star Performance Award for outstanding sales results, representing the first time the company achieved this recognition within our industry.
- Led the growth of sales department from 3 to 20 employees. Established a competitive sales force by offering aggressive compensation, desirable benefits packages and performance-driven sales-incentive programs.
- Improved sales policies and practices. Defined the sales cycle, created accurate job descriptions and developed standards for customer relationship management.

9 cont

Mark Diodate

2

HORIZON SERVICES, INC. HVAC CONTRACTOR, Wilmington, DE
Home Comfort Specialist

April 2013 – Nov 2014

- Largest Lennox HVAC Family owned and operated business in North America employing over 400+ with 4 offices within the Tri-State Area.
- 50% close ratio on all leads run and achieved monthly sales goal bonuses on weekly & monthly basis. (Ran between 400 – 500 leads yearly).
- Targeted and penetrated a competitive market. Sold thousands of residential Lennox Heating & Air-conditioning products and converted many customers from competitors' services.
- Recognized as a member of The "Million Dollar Club" for exceeding \$2 Million dollars of revenue within first year.
- Orchestrated successful promotional campaigns, including a special offer that penetrated market territory by 50% within 1 year of implementation.

NRG (Formerly Energy Curtailment Specialists) Buffalo, NY
Business Development, North America

Aug 2010 – April 2013

- Increased territory sales from less than \$4 million to \$8.2 million within two years, exceeding quota by 12% in 2012 and 15% in 2011.
- Ranked as #1 Business Development Executive (out of 12) in 2012 and 2011.
- Fostered a robust, sustainable network of buyers across all Deregulated States & parts of Canada, leveraging strong listening, presentation and closing skills to optimize sales results despite previously dominant competitor advantage.
- Introduced new marketing strategy campaigns, often closing sight-unseen sales of newly released technology platforms.
- Demonstrated an unwavering commitment to customer service, adding new customers while maintaining premium service levels with existing accounts.

BidURenergy, INC. Buffalo, NY

Business Development Executive (Sister Company to Energy Curtailment Specialists)

Aug 2010 – April 2013

- Helped launch startup of our sister company to exceed \$4 Million in revenue within first year of inception.
- Managed a team of (5) outside sales representatives and (20) inside sales representatives.
- Utilizing my existing relationships with clients from our parent company, it was an easy transition to offer additional value added service offerings when considering startup of our sister company.

9 cont
Mark Diodate

3

Jan 2008 – Aug 2010

SALES CONSULTANTS OF BUFFALO Buffalo, NY
Regional Operations Manager

- Specialized in recruiting impact players within a wide variety of industries.
- Streamlined the hiring process for any domestic or international need for successful company and candidate fulfillment.
- Oversee the daily operations between client and candidate requirements to ensure the best qualified candidate for the position.

Mar 2006 – Jan 2008

PURE INTEGRITY INC. Buffalo, NY
Regional Sales Manager

- Startup firm specializing in spa aroma therapy treatment products.
- Successfully closed our first multi nationwide account Massage Envy which totaled \$2 Million in annual revenue.
- Managed (3) other sales representatives and created several successful marketing campaigns.

References

Available upon Request

10

RESOLUTION No. 2018-

RELATIVE TO DATE CHANGE FOR SCHEDULED COUNCIL MEETING

BY:

Council Chairman Andrew Touma

BE IT RESOLVED by the City Council of the City of Niagara Falls, New York that the City Council meeting originally scheduled for Wednesday, March 14, 2018 is re-scheduled to be held on Thursday, March 15, 2018 at 6:00 p.m.

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Kennedy _____ Scott _____ Tompkins _____ Voccio _____ Touma _____

11

RESOLUTION No. 2018-

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

BY:

Council Member Kenny Tompkins

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

171.05 HEALTH INSURANCE

...

b. Medical Opt-out Payment: Elected City Officials, regardless of when first elected to office, are not eligible to receive health insurance opt-out payments.
For all other active employees defined under this Chapter appointed prior to September 1, 2017, health insurance opt-out payments shall be capped at [\$5,000] \$3,500 single/[\$10,000] \$7,500 family; employees that are qualified to receive health and dental insurance pursuant to Chapter 171.09 are eligible to continue opt-out payments post-separation until the separated employee reaches age 65 of the separated employee begins receiving Medicare benefits (when the City health insurance becomes supplemental to Medicare), whichever comes first, at which time opt-out payments shall terminate.

...

Bold and Underline Indicate Additions

Bold and Brackets Indicate [Deletions]

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12

RESOLUTION No. 2018-

***RELATIVE TO REDUCING THE SALARY OF THE MAYOR OF THE
CITY OF NIAGARA FALLS
EFFECTIVE JANUARY 1, 2020***

BY:

Council Member William Kennedy
Council Member Kenny Tompkins
Council Member Christopher Voccio

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WHEREAS, this City Council realizes that the City of Niagara Falls is in a financially challenging period of time and that expenses must be reduced; and

WHEREAS, this City Council demonstrates an ability to reduce expenses in various ways, the confidence among City residents, taxpayers, City employees, prospective developers and investors as well as bond rating agencies and others will be strengthened.

NOW, THEREFORE, BE IT RESOLVED that in an effort to reduce expenses going forward, effective January 1, 2020, pursuant to Section 4.1 of the City Charter, this City Council hereby fixes the salary of the Mayor of the City of Niagara Falls at \$70,200.00 annually.

JAN 17 2018

Kennedy _____ Scott _____ Tompkins _____ Voccio _____ Touma _____

13

RESOLUTION No. 2018-

***RELATIVE TO CALLING UPON THE ADMINISTRATION TO REDUCE EXPENSES
FOR CALENDAR YEARS 2018 AND 2019***

BY:

Council Chairman Andrew Touma
Council Member Kenny Tompkins
Council Member Christopher Voccio

WHEREAS, this City Council realizes that the City of Niagara Falls is in a financially challenging period of time and that expenses must be reduced; and

WHEREAS, this City Council believes that if this City Council demonstrates an ability to reduce expenses in various ways, the confidence among City residents, taxpayers, City employees, prospective developers and investors as well as bond rating agencies and others will be strengthened.

NOW, THEREFORE, BE IT RESOLVED that this City Council requests that the administration immediately begin exploring ways to reduce expenses by at least 5% of the 2018 budget in an effort to create fund balance and also begin the budget preparation process for year 2019 in an effort to reduce expenses by 5%.

BE IT FURTHER RESOLVED that the City Council requests that the administration consult with representatives from all of its various City departments as well as representatives from each City bargaining unit as part of this process.

Kennedy_____ Scott_____ Tompkins_____ Voccio_____ Touma_____

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14

RESOLUTION No. 2018-

**RELATIVE TO AMENDING CHAPTER 170 OF THE CODIFIED ORDINANCES
ENTITLED "COMPENSATION FOR CITY COUNCIL MEMBERS"**

BY:

Council Member Kenny Tompkins
Council Member Christopher Voccio

BE IT RESOLVED by the City Council of the City of Niagara Falls, New York that Chapter 170 of the Codified Ordinances entitled "COMPENSATION FOR CITY COUNCIL MEMBERS" is hereby amended to read as follows:

Section 170.01

Effective January 1, [2008] 2020, the compensation for Council Members shall be set at [Twelve Thousand (\$12,000)] Ten Thousand Eight Hundred Dollars (\$10,800) per annum.

Bold and Underline Indicate Additions

Bold and Brackets Indicate [Deletions]

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Kennedy _____ Scott _____ Tompkins _____ Voccio _____ Touma _____

15

RESOLUTION No. 2018-

***RELATIVE TO COMPENSATION FOR RESIDENTS AND RATE PAYERS ADVERSELY
AFFECTED BY WATER LINE BREAKS***

BY:

Council Chairman Andrew Touma
Council Member William Kennedy

WHEREAS, this City Council has been made aware of numerous water line breaks in the City of Niagara Falls which have adversely affected City residents and rate payers; and

WHEREAS, the water line breaks this City Council has been made aware of include, but are not limited to, water line breaks on 47th Street, 38th Street, 70th Street and Frontier Avenue to name a few; and

WHEREAS, this City Council has also been made aware of low water pressure in various areas of the City inclusive of the Deveau area of the City which may be attributable to water line breaks; and

WHEREAS, this City Council has been made aware of circumstances in which residents and rate payers have been without water service or experienced low water pressure for extended periods of time; and

WHEREAS, this City Council believes that the Niagara Falls Water Board ("NFWB") should somehow compensate residents and rate payers adversely affected by water line breaks.

Kennedy _____ Scott _____ Tompkins _____ Voccio _____ Touma _____

JAN 17 2018

15 cont

NOW, THEREFORE, BE IT RESOLVED, that this City Council does hereby call upon the NFWB to develop a compensation program for residents and rate payers adversely affected by water line breaks which have occurred during the last few months and will likely occur in the future; and

BE IT FURTHER RESOLVED that this City Council calls upon the NFWB to develop a program and protocol for residents and rate payers adversely affected by water line breaks to identify themselves to the NFWB, explain and communicate their individual circumstances and that the NFWB create a system of compensation for those adversely affected residents and rate payers; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the NFWB at its offices located at 5815 Buffalo Avenue, Niagara Falls, NY.

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16
RESOLUTION No. 2018-

***RELATIVE TO CALLING UPON ELECTED OFFICIALS IN THE CITY OF
NIAGARA FALLS TO REDUCE THEIR SALARIES***

BY:

Council Member Kenny Tompkins
Council Member Christopher Voccio

WHEREAS, this City Council realizes that the City of Niagara Falls is in a financially challenging period of time and that expenses must be reduced; and

WHEREAS, this City Council believes that if this City Council demonstrates an ability to reduce expenses in various ways, the confidence among City residents, taxpayers, City employees, prospective developers and investors as well as bond rating agencies and others will be strengthened.

NOW, THEREFORE, BE IT RESOLVED that this City Council wishes to lead by example and requests that all City Council Members and the Mayor voluntarily reduce their respective salaries by 10% for calendar year 2018.

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17

RESOLUTION No. 2018-

Support of City of Niagara Falls Applications to the Niagara River Greenway Commission

By:

Council Chair Andrew Touma
Council Member Bill Kennedy
Council Member Ezra p. Scott, Jr.
Council Member Kenny Tompkins
Council Member Chris Voccio

WHEREAS, the City of Niagara Falls is preparing applications to the Niagara River Greenway Commission for the following projects: (1) 91st Street Park Playground Improvements, (2) Jayne Park Playground Improvements and (3) Temporary Outdoor Ice Rink Equipment; and

WHEREAS, the proposed projects have been the subject of years of community advocacy, conversation and support; and

WHEREAS, all three projects will create park and public space improvements on existing municipal property and create community and economic development in proximity to the Niagara Greenway that can support and complement the Niagara Greenway; and

WHEREAS, all three projects are designed to offer more family-centric activities in the City of Niagara Falls, consistent with the approved Niagara Falls Parks Master Plan; and

WHEREAS, the enhancement of parks and public spaces in proximity to the Niagara Greenway will be best served and connected by already completed and ongoing pedestrian and bike trails and facilities, and;

WHEREAS, the application to competitive funding sources alleviates the need to use municipal funds for public space improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Niagara Falls, New York hereby supports the (1) 91st Street Park Playground Improvements, (2) Jayne Park Playground Improvements and (3) Temporary Outdoor Ice Rink Equipment applications to the Niagara Greenway Commission.

Kennedy___ Scott___ Tompkins___ Voccio___ Touma___

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18

RESOLUTION No. 2018-

**Support of the Niagara Falls City School District's Application to the John R. Oshei Foundation
for the Hyde Park Inclusionary Play Project**

By:

Council Chair Andrew Touma
Council Member Bill Kennedy
Council Member Ezra p. Scott, Jr.
Council Member Kenny Tompkins
Council Member Chris Voccio

WHEREAS, the Niagara Falls City School District has partnered with the Niagara Falls Community Development Department to create an inclusionary play area connected to the existing Hyde Park Playground; and

WHEREAS, an inclusionary play area, serving children of all abilities, and providing free play opportunities to children with special mobility and behavioral needs was prioritized by the community through the 2017 Niagara Falls Community Development Participatory Budgeting process; and

WHEREAS, the Niagara Falls City School District is applying to the John R. Oshei Foundation for a \$50,000 challenge grant, creating a dynamic partnership between the municipality and the school district that best serves our youngest residents; and

WHEREAS, the proposed play area far exceeds Americans with Disabilities Act (ADA) regulations, creating the city's first and only public space specifically designed for children of all abilities; and

WHEREAS, the Hyde Park Inclusionary Play Project is the product of the City of Niagara Falls, Niagara Falls City School District, EMPOWER and Niagara University working together to create a functional and unique space, and;

WHEREAS, the application to competitive funding sources alleviates the need to use municipal funds for public space improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Niagara Falls, New York hereby supports the Niagara Falls City School District's application to the John R. Oshei Foundation for the Hyde Park Inclusionary Play Project.