



Niagara Falls Housing Authority

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Website: www.nfha.org Email: nfha@nfha.org

MEMORANDUM

TO: Hon. Robert Restaino, Mayor
Hon. James Perry, Council Chairman
Hon. Brian Archie, Council Member
Hon. Traci Bax, Council Member
Hon. Donta Myles, Council Member
Hon. David Zajac, Council Member

FROM: Niagara Falls Housing Authority
Beacon Communities Services LLC

DATE: June 24, 2025

RE: Harry S. Jordan Gardens – Niagara Falls, New York
Property Tax Exemption and PILOT Agreement

The Niagara Falls Housing Authority ("NFHA"), in partnership with Beacon Communities, is in the process of securing financing for the renovation of the 100-unit Harry S. Jordan Gardens ("Jordan Gardens") public housing community in Niagara Falls, New York. A closing on all necessary financing and start of construction is expected to take place in October 2025.

NFHA is respectfully requesting the approval of the City Council and Office of the Mayor in executing a new property tax exemption and PILOT Tax Abatement Agreement for Jordan Gardens.

The Jordan Gardens public housing property has been subject to a PILOT Agreement with the City since 1957 (see Exhibit A. Cooperation Agreement, dated November 25, 1957). With no major capital investment since its opening, the property is in critical need of updating and modernization. NFHA is converting the property under the U.S. Department of Housing and Urban Development's ("HUD") Rental Assistance Demonstration ("RAD") and Section 18 programs. The property will convert to project-based Section 8 assistance administered by New York State Homes & Community Renewal ("HCR") and thus is eligible for other state affordable housing financing, including the Low-Income Housing Tax Credit ("LIHTC"), state low-income housing tax credit ("SLIHC"), tax exempt bond financing, and other state subsidies, totaling a permanent state investment of approximately \$25,000,000, in addition to tax credit allocations, Section 8 vouchers, and construction financing.

Post conversion/renovation, NFHA will retain ownership of the grounds and lease it to the new NFHA-controlled project owner via a 99-year ground lease (see Exhibit B: Organizational Chart).

However, the project requires an updated property tax exemption and PILOT Tax Abatement Agreement to be approved by the City Council and Mayor by September 2025 to move forward.

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

Property tax exemptions and PILOT agreements are critical to public housing and affordable housing developments. To maintain tenant rents at levels affordable to low-income households and ensure the property is properly maintained and operating, a PILOT tax abatement is an important tool municipality's use to support the provision of quality affordable housing in our communities.

Under the current PILOT Agreement, each year NFHA pays the city a PILOT payment equal to 10% of Shelter Rents (essentially 10% of the tenant paid portion of subsidized rent payments).

Over the past three years, this payment calculation has resulted in NFHA paying the City PILOT Payments for Jordan Gardens of \$14,759.10 (2022), \$10,912.28 (2023), and \$11,245.49 (2024).

However, in converting under RAD to a Section 8 income-based model, existing tenant paid portion of rents is expected to increase over a phased in three-year period, while new tenant's rents will be based on a percentage of income at leasing. This means that with PILOT payments equal to 10% Shelter Rents, the property will see an unsupported increase in property taxes going forward.

Based on current tenant households and rent payments set at 30% of income, the tenant paid portion of rents for Year 1 is estimated at \$536,745. After subtracting for eligible utilities, the Year 1 PILOT payment under the 10% Shelter Rent standard would be an estimated \$44,072. This is a substantial increase over what NFHA currently pays and will only increase further as new rents are phased in.

To provide renovated and modernized housing to the residents of Jordan Gardens while maintaining optimal operations at the property, NFHA is proposing the enclosed new PILOT Agreement between the NFHA and the City of Niagara Falls with the following provisions (see Exhibit C: Proposed PILOT Agreement):

1. Starting in Year One of the agreement, the project will pay the city \$20,000.00 in a PILOT payment.
2. PILOT payments will increase annually by 3%, consistent with expense escalations approved by HCR.
3. The term of the agreement will be 30 years.

The proposed PILOT Payment Schedule will provide an increase in property taxes paid to the municipalities, while establishing predictability in payments for NFHA and helping ensure the operational viability of the project long-term.

We thank you for your time and attention to this important matter and appreciate the City's continued support and partnership in providing quality affordable housing for the residents of Jordan Gardens.

Should you have any questions, please contact our team at bsarama@beaconcommunitiesllc.com.

OUR COMMUNITIES

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

EXHIBIT A: COOPERATION AGREEMENT

OUR COMMUNITIES

**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**

3/23/57
COOPERATION AGREEMENT

This Agreement entered into this 25th day of November 1957, 1955, by and between Niagara Falls Housing Authority (herein called the "Local Authority") and City of Niagara Falls, New York (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Projects comprising approximately 100 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of New York, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent actually collected but in no event to exceed the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount by which the real property taxes which would have been paid to all Taxing Bodies for such fiscal year if such Project were not exempt from taxation exceeds twenty percent (20%) of the Federal Annual Contribution actually payable with respect to such Project for such fiscal year, provided that if two or more Projects are covered by one contract with the FHA for annual contributions, the amount of the Federal Annual Contribution actually payable with respect to each Project shall be determined by pro-rating the total Federal Annual Contribution actually payable with respect to all such Projects in proportion to the development cost of the respective Projects, or (iii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lowest.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the FHA,

there has been or will be elimination (as approved by the FHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or ii) any Project located in a rural nonfarm area.

* 5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

✓ (a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

+ (b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

* (a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

10. In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no Annual Contributions Contract had been entered into prior to August 2, 1954, between the Local Authority and the PHA;

(1) After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;

(2) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause 1(a) of this Section 10: Provided, That the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project:

(3) The Municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this Section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

City of Niagara Falls, New York
(Corporate Name of Municipality)

(SEAL)

By "Calvin L. Keller"
(Title)
Mayor

Attest:

"Thomas E. Collins"
(Title)
City Clerk

Niagara Falls Housing Authority
(Corporate Name of Local Authority)

(SEAL)

By "Harry S. Jordan"
Chairman

Attest:

"Anthony J. Spallino"
(Title)
Secretary

EXHIBIT B: ORGANIZATIONAL CHART

OUR COMMUNITIES

**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**

NIAGARA FALLS HOUSING AUTHORITY
NY Municipal Housing Authority
EIN:
(Lessor)

**HARRY S. JORDAN GARDENS
ORGANIZATIONAL CHART (POST-COMPLETION)**

June 2025

**JORDAN GARDENS HOUSING
DEVELOPMENT FUND
COMPANY, INC.**
NY Not-for-Profit Corporation
EIN:
(Lessee)

99-Year Ground Lease

JORDAN GARDENS LLC
NY Limited Liability Company
EIN:
(Beneficial Owner)

MANAGEMENT AGENT
Niagara Falls Housing Authority
NY Municipal Housing Authority
EIN:

JORDAN GARDENS MM LLC
NY Limited Liability Company
EIN:
(Managing Member - .009%)

**INVESTOR/SPECIAL INVESTOR
MEMBERS**
EIN:
(Investor Member(s) - 99.991%)

JORDAN GARDENS NFHA MEMBER LLC
NY Limited Liability Company
EIN:
(Managing Member - 100.00%)

NIAGARA FALLS HOUSING AUTHORITY
NY Municipal Housing Authority
EIN: 16-0874434
(Sole Member)

Board of Commissioners:

Maralynn Giancola - Chair
James Swift - Vice Chair
Brian Archie, Sr. - Secretary
Earl Bass - Member
Colleen Todd - Member
Gerald Cracknell - Member

Tomorrow Allen-Collins - Executive Director

or NFHA Not-for-Profit Organization

EXHIBIT C: PROPOSED PILOT AGREEMENT

OUR COMMUNITIES

**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**

PILOT AGREEMENT
Harry S. Jordan Gardens

This **Payment in Lieu of Tax Agreement** (the “**PILOT Agreement**”), dated as of _____, 2025, is between **CITY OF NIAGARA FALLS**, a municipal corporation of the State of New York, having an office at 745 Main Street, Niagara Falls, New York 14301 (the “**City**”) and **NIAGARA FALLS HOUSING AUTHORITY**, a public benefit corporation organized and existing under the laws of the State of New York, and having a principal place of business at 744 Tenth Street, Niagara Falls, New York 14301 (“**NFHA**”) (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

- A. NFHA, a public benefit corporation organized under §415 of New York State’s Public Housing Law (“**PHL**”), owns and/or manages and operates real property and improvements in the City of Niagara Falls as (i) public housing developments under Section 9 of the United States Housing Act of 1937, as amended (the “**Housing Act**”) and funded under the rules and regulations of the U.S. Department of Housing and Urban Development (“**HUD**”) or (ii) mixed-finance developments regulated under such rules and regulations (each a “**NFHA Development**”).
- B. NFHA desires to lease the NFHA Development for conversion from public housing to project-based vouchers under Section 8 of the Housing Act pursuant to HUD’s Rental Assistance Demonstration Program (as hereinafter defined) or Section 18 of the Housing Act (“**Section 18**”) and otherwise consistent with the requirements of the Rental Assistance Demonstration Program (the “**Conversion**”).
- C. On the date hereof, NFHA is proceeding with the Conversion under the Rental Assistance Demonstration Program and/or Section 18 for all or portions of the NFHA Development more commonly known as Harry S. Jordan Gardens, as more particularly described on Exhibit A hereto (hereinafter referred to as the “**Development**”).
- D. In connection with the Conversion, NFHA, as landlord, is entering into that certain Lease Agreement dated as of the date hereof with [Jordan Gardens] Housing Development Fund Company, Inc. (“**HDFC**”) and [Jordan Gardens LLC] (together with HDFC, collectively, the “**Tenant**”) (together with any subsequent leases of the Development in the event of an early termination thereof, the “**Lease**”) and a memorandum of the Lease will be recorded with the office of the City Clerk of City of Niagara Falls, Niagara County.
- E. As of the date hereof, the Development will no longer be covered by any applicable cooperation or other agreement between NFHA and the City, other than this PILOT Agreement.
- F. The City desires to encourage the provision of affordable housing within the City’s borders, and pursuant to the Lease, the Tenant will agree with NFHA that the Tenant shall provide affordable rental units that shall comply with the Affordability Requirements (as hereinafter defined) for the duration of the term of the Lease.
- G. Pursuant to PHL §52, NFHA’s property is exempt from the payment of Taxes (as hereinafter defined), and NFHA will continue to own the fee estate in the land and

improvements comprising the Development demised under the Lease. The City and NFHA acknowledge that PHL §52 shall continue to apply to the Development by reason of NFHA's fee ownership of said land and improvements.

H. In recognition of the City's substantial present and future interest in affordable housing and revenues, the City and NFHA desire to enter into this PILOT Agreement to make provisions for payment in lieu of Taxes ("PILOT") with respect to the Lease and thereby have the Development benefit from the PILOT arrangements set forth herein.

NOW, THEREFORE, in consideration of the foregoing, which Recitals are incorporated as if fully restated hereunder, and in consideration of the covenants herein contained, it is mutually agreed as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For purposes of this PILOT Agreement, capitalized terms shall have the respective meanings provided in the Recitals to this PILOT Agreement or as defined in this Article I:

"Affordability Requirements" has the meaning set forth in Section 2.1(b).

"AMI" means the area median income calculated on an annual basis by HUD for all metropolitan areas and counties, and such term shall specifically refer to the middle value of all family incomes in an area, which is either a county or census-defined metropolitan area, and for the purposes of this PILOT Agreement, shall mean the [Buffalo-Niagara Falls] Metropolitan Area.

"Assessed Value" means the assessed valuation of the Development demised under the Lease as determined by the [City of Niagara Falls' Assessor's Office].

"Assisted Unit(s)" means the approximately [100] residential dwelling units to be located at the Development.

"Business Days" means any day other than a Saturday, Sunday, legal holiday, a day on which the City is closed for business, or a day on which banking institutions in New York State are authorized by law or executive order to close.

"Current Tenants" means tenants legally occupying an Assisted Unit in the Development on the date the Lease is executed.

"Enforcement Request Notice" has the meaning set forth in Section 2.2(e)(i).

"Existing Tenant" has the meaning set forth in Section 2.2(b)(iii)(B).

"HAP" means the subsidy payment made by [NYS HCR] as the contract administrator pursuant to the HAP Contract.

"HAP Contract" means, collectively, the contracts entered into by the Tenant and NFHA under the Lease that set forth the rights and duties of the parties with respect to the Development and the payments under the contract.

“HUD Declaration” means an agreement imposing Affordability Requirements on Assisted Units converted under Section 18, to be recorded in the senior most position in the title for the Development, if applicable.

“PILOT Agreement” means this PILOT Agreement (Jordan Gardens), as the same may be amended, modified or supplemented from time to time.

“PILOT Payments” has the meaning set forth in Section 2.2(a).

“Rental Assistance Demonstration Program” means (i) HUD’s Rental Assistance Demonstration program authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and HUD Notice H-2019-09 PIH-2019- 23 (HA) (September 5, 2019), as amended by HUD Notice H-2023-08 PIH-2023-19 (HA) (July 27, 2023), as amended by HUD Notice H 2025-01 PIH 2025-03 (HA) (January 16, 2025), and as may be further amended from time to time, and (ii) requirements contained in the RAD Use Agreement, and Rental Assistance Demonstration (RAD) Conversion Commitment (Form HUD-52624), as amended, executed in connection with the Conversion, together with all future updates, changes, amendments and HUD-approved waivers thereto, as they become effective.

“RAD Use Agreement” means Form HUD-52625, or successor form.

“Regulatory Agreement” means any agreement requiring that residential apartment units existing at the Development be subject to Affordability Requirements, including, without limitation, that certain regulatory agreement by and between [] and the Tenant and that certain [Affordable Housing Regulatory Agreement] between [] and Tenant and consented to by NFHA.

“Regulatory Body” has the meaning set forth in Section 2.1(b)(v).

“Regulatory Documents” means collectively the HAP Contract, RAD Use Agreement, HUD Declaration and Regulatory Agreement, for so long as each such document remains in effect. The expiration or earlier termination of any individual document shall not affect the applicability of any other document except as specifically set forth therein.

“Taxes” means the real property taxes and special local assessments and ad valorem levies assessed and levied against the land and improvements for the Development which would be received by the City for the Development, as well as city/school district taxes, county real property taxes, special assessments, and parking lot or any other district charges, but for the ownership of said Development by NFHA.

“Tax Year” means the fiscal year of City.

“Tenant” has the meaning provided in the Recitals, and the successors and permitted assigns under the Lease.

“Term” has the meaning set forth in Section 3.1.

ARTICLE II COVENANTS AND AGREEMENTS

Section 2.1. Tax-Exempt Status; Covenant to Require Tenant to Comply with Affordability Requirements.

(a) **Assessment of the Development.** In accordance with PHL §52, during the Term, for each Tax Year or portion thereof, the City will mark the Development as exempt on its tax records with a further note that for the Term, PILOT Payments related to the Development are governed by this PILOT Agreement.

(b) **Affordable Housing; Comply with Affordability Requirements.** The Lease includes a covenant that Tenant comply with the Regulatory Documents and obligations and requirements set forth below (collectively, the “**Affordability Requirements**”) for the Term of this PILOT Agreement.

(i) All Assisted Units within the Development shall only be used as rental housing for Current Tenants, or households at or below [eighty] percent ([80]%) AMI at initial occupancy;

(ii) All Assisted Units shall be rented to Current Tenants or households meeting the income eligibility requirements of the Regulatory Documents then in effect, and Tenant shall not charge rents for Assisted Units that exceed the amounts set forth in the Regulatory Documents then in effect; and

(iii) If the HAP Contract is terminated prior to the expiration or earlier termination of the Lease, Tenant shall continue to comply with the requirements of the Regulatory Documents then in effect.

Section 2.2. Obligation to make PILOT Payments.

(a) The Lease shall require the Tenant to make PILOT Payments to NFHA on a schedule and in amounts that will allow NFHA to timely comply with its obligations under this PILOT Agreement. During the Term, for each Tax Year or portion thereof, NFHA shall pay to the City an annual sum determined in accordance with the terms of this PILOT Agreement (each such sum being hereinafter referred to as the “**PILOT Payments**”), which PILOT Payments shall not be required to exceed sums actually received by NFHA from the Tenant pursuant to the Lease for purposes of PILOT Payments. NFHA shall have the right from time to time, at its sole discretion, to direct the Tenant to make the PILOT Payments payable hereunder directly to the City in lieu of to NFHA. The PILOT Payments due for any period of less than a full Tax Year shall be appropriately apportioned.

(b) **Amount and Duration of PILOT Payments.** The Lease will provide:

(i) PILOT Payments shall be an amount equal to and in accordance with the Payment Schedule in Exhibit B.

(ii) If the Tenant fails to materially comply with the Affordability Requirements as finally determined by the applicable oversight or regulatory agency (a “**Regulatory Body**”), then the PILOT Payments for the period of such non-compliance shall be an amount equal to Taxes which would be payable by the owner of the Development if the Tenant (without regard to any NFHA equity participation in the Development) were the owner and this PILOT Agreement were not in effect, subject to the notice and cure period as set forth in the Lease.

(iii) Units in which a superintendent resides or are being used for management space shall not affect PILOT payments, the applicability of the Affordability Requirements, or the waiver thereof. Such units shall not be included in any calculation or formula related to this PILOT Agreement.

(c) Time of Payments. All PILOT Payments required hereunder shall be due and payable, without diminution, deduction or set-off whatsoever and without prior notice or demand, on or before the date on which payment would be due, without penalty, on the related Taxes, by [] to [] in accordance with the instructions provided in writing by the City.¹

(d) Interest and Penalties. NFHA agrees that the Lease shall provide for Tenant's payment to NFHA of interest and penalties for late PILOT Payments, which interest and penalties shall be at the rate otherwise applicable to late payments of real estate taxes, as such rate is determined from time to time by the City. If NFHA does not receive the PILOT Payments from the Tenant when due, as provided herein, NFHA shall pay the City solely from PILOT Payment sums actually received to-date from Tenant pursuant to the Lease until such PILOT Payments, together with any interest and/or penalties, have been made by Tenant to NFHA, and NFHA's liability for PILOT Payments shall be limited to such funds received from the Tenant.

(e) Remedy for Failure to make PILOT Payments. The City shall have the right, as provided in this Section 2.2(c), to enforce the obligation of the Tenant to make PILOT Payments (including all penalties and interest thereon), provided that the City's remedy will be a monetary judgment against Tenant and Tenant's leasehold interest, and any judgment lien obtained by the City in enforcing such obligation shall encumber only the leasehold interest of the Tenant, subject to any other pre-existing liens, and not the fee title held by NFHA in the Development. The Lease shall provide that the City shall be deemed to be a third-party beneficiary of the Tenant's covenant under the Lease to make PILOT Payments and shall be entitled to the rights and benefits thereunder with respect to PILOT Payments and may enforce the provisions of the Lease as if it were a party thereto for the sole purpose of enforcing the Tenant's obligation under the Lease to make PILOT Payments (including all penalties and interest thereon). The Parties hereby agree that the City's right to enforce the Tenant's obligation under the Lease to make PILOT Payments shall also be subject to compliance with the following provisions:

(i) To the extent the City desires to pursue an enforcement action against the Tenant under the Lease solely with respect to the provisions pertaining to the PILOT Payments, the City shall notify NFHA of its determination to pursue such action in writing (such notice, the "**Enforcement Request Notice**").

(ii) By no later than the date that is two (2) months after the date of receipt of the Enforcement Request Notice (the "**Outside Date**"), NFHA shall either (x) notify the City that the City may pursue such enforcement action, or (y) itself commence an enforcement action against Tenant. In either case, NFHA and the City shall cooperate in connection with any such enforcement action, and the Party that did not initiate the enforcement action shall have the right to join the same.

¹ NTD: timing of PILOT Payments to be confirmed with the Housing Authority/City.

(iii) In the event that NFHA has neither commenced an enforcement action against the Tenant nor notified the City that it may commence such an action by the Outside Date, NFHA shall be deemed to have approved the City's request to pursue an enforcement action against the Tenant.

(iv) Any person with a cure right under the Lease for the Tenant's failure to make PILOT Payments shall be deemed to have the right to make PILOT Payments hereunder as a cure for such failure.

(v) Any party taking title to the rights of the Tenant in the Lease shall obtain the necessary consents of the applicable Regulatory Body

Section 2.3. Reserved.

Section 2.4. Appeal of Assessed Valuation.

(a) NFHA shall have the right to contest the Assessed Value of the Development pursuant to the provisions of Article 7 of New York State's Real Property Tax Law, as same is amended from time to time, or any other applicable law, which, if successful, shall reduce the amount of PILOT Payments payable by NFHA as provided in this PILOT Agreement; provided however that any such proceeding shall not toll the obligation of NFHA (or the Tenant, as the case may be) to continue to make PILOT Payments as and when due. NFHA may assign its rights under this Section 2.4(a) to Tenant, provided however, that in no event shall NFHA and Tenant institute separate or duplicative challenges of any Assessed Value.

(b) If the Assessed Value of the Development is reduced (which for the purposes hereof means a determination that is not subject to appeal or as to which no appeal has been taken during the time period for which an appeal may be taken) as a result of any such contest, then the PILOT Payments due pursuant to this PILOT Agreement shall be recalculated based upon the results of such contest and the amount of any refund shall be refunded by the taxing authority to the entity that made such payment in the same manner, and on or prior to the same time, that a refund of Taxes would be payable to the Tenant under applicable law if the Development were not owned by NFHA.

Section 2.5. Enforcement of PILOT Agreement and Lease.

(a) NFHA hereby agrees to use commercially reasonable efforts to enforce the obligations of the Tenant under the Lease to make PILOT Payments, including, without limitation, commencing an enforcement action against Tenant for such purpose as contemplated by Section 2.2(e) of this PILOT Agreement. Notwithstanding any provision in this PILOT Agreement, NFHA's failure to use 'commercially reasonable efforts' to enforce the obligations of the Tenant under the Lease to make PILOT Payments shall not give rise to any cause of action against NFHA, and the City's sole remedy with respect to the collection of PILOT Payments shall be such remedy as is set forth in Section 2.2(e) of this Agreement.

(b) The City hereby acknowledges and agrees that the failure of the Tenant to make any PILOT Payments due hereunder shall not be deemed to grant the City any right to seek a termination or modification of the Lease or, except as otherwise specifically provided in Section 2.2(e) of this PILOT Agreement, or exercise any rights or remedies of NFHA thereunder.

(c) NFHA hereby agrees to use commercially reasonable efforts to enforce the obligations of the Tenant under the Lease to comply with the Affordability Requirements, including, without limitation, commencing an enforcement action against the Tenant for such purpose.

(d) NFHA shall promptly provide to the City a copy of (i) each notice of Lease default, Lease termination, or contemplated/pending sale of NFHA's interest in the Development land and/or improvements (as each may be required under the Lease) at the same time as it gives such notice to Tenant, and (ii) any other document required to be produced under the Lease and affecting the appraisal, collection or enforcement of PILOT Payments. NFHA shall promptly provide the City with prior written notice of any action to be taken by NFHA to consent, approve or agree to any (x) assignment, conveyance or transfer or accept any surrender of any interests of any Tenant under a Lease, and (y) modification or change in the Lease with respect to the Affordability Requirements. NFHA shall not consent to or permit any modification in the affordability of the Development that permits Assisted Units to be used as rental housing for households above [eighty percent (80%)] AMI at initial occupancy, without the City's prior written approval, which approval shall not be unreasonably withheld or conditioned.

Section 2.6. Effect of PILOT Agreement; Limited Obligation of NFHA and the City.

(a) This PILOT Agreement shall only apply to the Development.

(b) All covenants, stipulations, promises, agreements and obligations of the Parties contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of each such Party and not of any commissioner, officer, director, board member, agent or employee thereof in his or her individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based on or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future commissioner, officer, agent or employee, as such, of either Party or any successor entity.

**ARTICLE III
MISCELLANEOUS**

Section 3.1. Term of this PILOT Agreement. This PILOT Agreement shall become effective upon January 1, 2028 (the "Commencement Date") and shall automatically terminate with respect to the Development on the earliest to occur of the following: (i) thirty (30) years from the Commencement Date, (ii) the date on which the Lease expires at the end of its term, and (iii) the date on which NFHA no longer owns the fee estate in the Development or any portion thereof (the "Term"). If for any reason NFHA terminates the Lease prior to the expiration of the Term, NFHA shall benefit from the right to make the PILOT Payments to the City in accordance with Exhibit B without the need for a Lease to be in effect so long as it remains the fee owner of the Development.

The parties agree that the existing Cooperation Agreement, dated November 25, 1957, between the City and NFHA, shall remain in full force and effect until the Commencement Date and shall govern the payment of Taxes until the Commencement Date.

Section 3.2. Entire Agreement; Amendment of PILOT Agreement. This PILOT Agreement contains the entire understanding of the Parties with respect to matters covered herein. This PILOT

Section 3.3. Rights and Benefits. Nothing in this PILOT Agreement is intended to diminish or otherwise affect the authority of any Party to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any Party against the United States, its agencies or officers, state or local agencies or officers carrying out programs authorized under federal, state or local laws, or any other persons.

Section 3.5. Section Headings; and Construction. The section headings in this PILOT Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this PILOT Agreement. Singular terms as used in this PILOT Agreement shall be construed to include the plural, and vice versa.

NFHA: Niagara Falls Housing Authority
744 Tenth Street
Niagara Falls, New York 14301
Attention: []

City: City of Niagara Falls
[_____] Niagra Falls, New York 14301
Attn: [_____]

Albany, New York 12207
Attention: [_____]

With a copy to: Kavinsky Cook LLP
726 Exchange Street, Suite 800
Buffalo, NY 14210
Attention: [_____]

With a copy to: Nixon Peabody LLP
55 West 46th Street
New York, NY 10036
Attention: Meghan C. Altidor, Esq.

The Parties may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery, with refusal by the intended recipient party to accept delivery of a notice given as prescribed above to constitute delivery hereunder.

Section 3.7. Severability. If any provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 3.8. Counterparts. This PILOT Agreement may be executed in multiple counterparts, each one of which when so executed, shall in a digital scan or image constitute a valid and binding original. As a matter of courtesy, the Parties may exchange such counterparts with signatures in ink by first class mail.

Section 3.9. Applicable Law. This PILOT Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any conflict of laws provision or any rule or custom requiring construction against the drafting Party.

Section 3.10. No Recording. NFHA shall not record this PILOT Agreement or any notice or memorandum thereof.

Section 3.11. Execution; Binding Effect. By execution, delivery and performance of this PILOT Agreement, each Party represents to the other that it has been duly authorized by all requisite action on the part of NFHA and the City, as applicable. This PILOT Agreement constitutes the legal, valid, and binding obligation of the Parties hereto upon the full execution and delivery thereof by the Parties hereto.

Section 3.12. Other Payment Obligations. The Lease will provide that Tenant is obligated to pay for water, sewer and third-party trash removal services and that the Tenant shall be responsible for payment of typical permitting and planning-related approval fees as required by the City in connection with the Development.

[The balance of this page is intentionally left blank.]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested as of the day and year first above written.

CITY OF NIAGARA FALLS

Approved as to form:

By: _____

Name:

Title:

[Acting Corporation Counsel]

**NIAGARA FALLS HOUSING
AUTHORITY**

By: _____

Name:

Title:

Exhibit A
Development

City of Niagara Falls, State of New York

Jordan Gardens

Addresses	Block and Lot
[to be listed]	[to be listed]

Exhibit B
Payment Schedule

Year 1:	\$20,000.00
Year 2:	\$20,600.00
Year 3:	\$21,218.00
Year 4:	\$21,854.54
Year 5:	\$22,510.18
Year 6:	\$23,185.48
Year 7:	\$23,881.05
Year 8:	\$24,597.48
Year 9:	\$25,335.40
Year 10:	\$26,095.46
Year 11:	\$26,878.33
Year 12:	\$27,684.68
Year 13:	\$28,515.22
Year 14:	\$29,370.67
Year 15:	\$30,251.79
Year 16:	\$31,159.35
Year 17:	\$32,094.13
Year 18:	\$33,056.95
Year 19:	\$34,048.66
Year 20:	\$35,070.12
Year 21:	\$36,122.22
Year 22:	\$37,205.89
Year 23:	\$38,322.07
Year 24:	\$39,471.73
Year 25:	\$40,655.88
Year 26:	\$41,875.56
Year 27:	\$43,131.83
Year 28:	\$44,425.78
Year 29:	\$45,758.55
Year 30:	\$47,131.31

NIAGARA FALLS CITY COUNCIL

DRAFT MEETING MINUTES FOR REGULAR MEETING OF MAY 22, 2025

REGULAR MEETING

COUNCIL CHAMBERS

6:00 P.M.

I. MEETING CALLED TO ORDER

- A. CALL TO ORDER BY THE CHAIR.
- B. ROLL CALL BY THE CITY CLERK.

ARCHIE P BAX P PERRY P MYLES P ZAJAC P

ALSO PRESENT ARE THOMAS DEBOY, ACTING CORPORATION COUNSEL, AND DEBORAH STEMPIEN, ACTING CITY CLERK

II. OPENING CEREMONIES, FOLLOWED BY PUBLIC HEARING

- A. INVOCATION - Prayer by Council Member ZAJAC.
- B. PLEDGE OF ALLEGIANCE - Led by Council Member ZAJAC

III. PRESENTATIONS AND PUBLIC SPEAKERS

- A. Presentation: by Saladin Allah on behalf of the Niagara Falls National Heritage Area, which is promoting a roadway art installation at the intersection of Main Street/Portage Road/Pierce Avenue.
- B. Public Speakers on Legislative Agenda Items for Council Action:
 - 1. Sylvana Rahman: Spoke in opposition to Agenda Item #5
 - 2. Tanya Barone: The speaker provided remarks concerning Agenda Item #5
 - 3. Vincent Cauley: The speaker provided remarks concerning Agenda Item #4 and #5
 - 4. Sean Mapp: The speaker provided remarks concerning Agenda Item #5
 - 5. Janine Gallo: Spoke in opposition to Agenda Item #5
 - 6. Anita Harutuniam: The speaker offered comments in reference to Agenda Item #5
 - 7. Arlene Doss: The speaker addressed the council regarding Agenda Item #5.
 - 8. Frank Handley: Spoke in opposition to Agenda items #1 and #5.
 - 9. Josh Randall: The speaker addressed the council regarding Agenda Item #4.
- C. Administrative Update: None this meeting.
- D. Community Happenings:
 - 1. Juneteenth Celebration. Thursday, June 12, 2025, Eleven o'clock a.m. to six o'clock p.m. Location: Pine Avenue.
 - 2. Veterans Memorial Celebration. Saturday, May 24, 2025. Location: Hyde Park – Program begins at 9:00 AM
 - 3. Juneteenth Celebration. Thursday, June 12, 2025. 11:00 AM – 6:00 PM. Pine Avenue

IV. REVIEW AND ADOPTION OF THE AGENDA

THE COUNCIL UNANIMOUSLY VOTED TO ADOPT THE AGENDA AS PRESENTED.

LEGISLATIVE AGENDA

V. REVIEW AND APPROVAL OF MINUTES

A. None this meeting.

VI. INFORMATIONAL ITEMS FROM THE CITY CLERK

A. Report of licenses issued and collections made in the Clerk's Office during April 2025. R&F

VII. AGENDA ITEMS FOR COUNCIL ACTION

FROM THE ACTING CORPORATION COUNSEL

1. APPROVE A \$120,000.00 INDEMNITY-ONLY SECTION 32 SETTLEMENT RELATING TO TWO PENDING WORKERS' COMPENSATION MATTERS AS MORE FULLY OUTLINED IN THE ACTING CORPORATION COUNSEL'S RECOMMENDATION MEMO DATED MAY 15, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #1 AS SUBMITTED.
SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council Member	yeas	nays
ARCHIE	x	
BAX	X	
MYLES	X	
ZAJAC	X	
PERRY	X	
Totals:	5	

THE CLERK ANNOUNCED THE VOTE TALLY.
THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

RESOLUTIONS

2. RESOLUTION RELATIVE TO THE APPOINTMENT OF COMMISSIONERS OF DEEDS IN THE CITY OF NIAGARA FALLS, NEW YORK.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #2 AS SUBMITTED.
SECONDED BY COUNCIL MEMBER ZAJAC.

NO DEBATE ON MOTION.

Roll Call Vote:

Council Member	yeas	nays
ARCHIE	x	
BAX	X	
MYLES	X	
ZAJAC	X	
PERRY	X	
Totals:	5	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

3. RESOLUTION RELATIVE TO SCHEDULING A PUBLIC HEARING TO CONSIDER THE PROPOSED HELICOPTER FLIGHT PLAN OF RAINBOW AIR, INC., UNDER CHAPTER 301.04 OF THE CODIFIED ORDINANCES.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #3 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council		
Member	yeas	nays
ARCHIE	x	
BAX	X	
MYLES	X	
ZAJAC	X	
PERRY	X	
Totals:	5	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

4. RESOLUTION RELATIVE TO ESTABLISHING A CLIMATE SMART COMMUNITY TASK FORCE AND APPOINTING ITS COORDINATOR.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #4 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ZAJAC.

NO DEBATE ON MOTION.

Roll Call Vote:

Council		
Member	yeas	nays
ARCHIE	x	
BAX	X	
MYLES	X	
ZAJAC	X	
PERRY	X	
Totals:	5	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

Roll Call Vote:

5. RESOLUTION RELATIVE TO AUTHORIZING THE PRESENTATION OF A WRITTEN OFFER TO ACQUIRE REAL PROPERTY PURSUANT TO EMINENT DOMAIN PROCEDURE LAW §§ 303 AND 304.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #5 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

DEBATE ON MOTION.

MOTION BY COUNCIL MEMBER ZAJAC TO TABLE ITEM #5

SECONDED BY COUNCIL MEMBER ARCHIE

Roll Call Vote: TO TABLE

Council Member	yeas	nays
ARCHIE	x	
BAX		X
MYLES	X	
ZAJAC	X	
PERRY		X
Totals:	3	2

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

VIII. PUBLIC SPEAKERS FOR THE GOOD OF THE COMMUNITY

1. Lloyd Hamilton: expressed concerns about deteriorating street conditions, with particular emphasis on sinkholes.
2. Uniquia Lewis: addressed various issues impacting the community.
3. Tanya Barone: offered remarks for the good of the community.
4. Janine Gallo: offered remarks for the good of the people.
5. Anita Harutuniam: expressed concerns on a range of community-related matters.
6. Ken Hamilton: expressed concerns about the affordability of Centennial Park.
7. Frank Handley: asked how new development can proceed when existing issues remain unresolved.

IX. MEETING ADJOURNMENT

With no further business remaining, Chairman Perry adjourned the meeting at 7:40 p.m., without a motion or second, as permitted by RONR (12th ed.) 21:27.

NIAGARA FALLS CITY COUNCIL

DRAFT MEETING MINUTES FOR REGULAR MEETING OF JUNE 4, 2025

REGULAR MEETING

COUNCIL CHAMBERS

6:00 P.M.

I. MEETING CALLED TO ORDER

- A. CALL TO ORDER BY THE CHAIR.
- B. ROLL CALL BY THE CITY CLERK.

ARCHIE P BAX P PERRY P MYLES P ZAJAC P

Also present: THOMAS DEBOY, ACTING CORPORATION COUNSEL, ELIZABETH EATON, CITY CLERK, KALEA SISTRUNK, ACCOUNT CLERK

Council Member Zajac was subsequently excused due to a family emergency at 6:48 pm.

II. OPENING CEREMONIES, FOLLOWED BY PUBLIC HEARING

- A. INVOCATION - Prayer by Council Member Brian Archie.
- B. PLEDGE OF ALLEGIANCE – Recited by Council Member Brian Archie.
- C. PUBLIC HEARING PURSUANT TO CHAPTER 301.04 OF THE CITY'S ORDINANCES:

To consider the proposed flight plan of RAINBOW AIR, INC., for its helicopters taking off from and landing at its new heliport (FAA Heliport Designation 3NY9), located at the Rainbow Air Tourism Center in the City of Niagara Falls, New York.

Hearing commenced at 6:02 pm. Speakers:

1. Mark Chamberlin: Mr. Chamberlain is a helicopter pilot for Rainbow Air, Inc., and oversees all other pilots working for the company. He spoke in support of Rainbow Air's new business location and the proposed helicopter flight path for all tourist flights departing from and landing at the new facility. Referencing the map displayed on the overhead monitors in Council Chambers, Mr. Chamberlain gave a step -by-step explanation of the flight path and elevations from take-off to landing.
2. Daniel Leonard: President of the local Air Traffic Controllers Association. The speaker stated that the Association reviewed the proposed flight plan and fully endorsed it. He also stated that the facility's location and flight path will minimize disruption to local wildlife.
3. Merle Smouse: Expressed concerns regarding the proposed flight plan's possible interference with tourism and accommodations like hotels and short-term rentals. While supportive of the overall project, he worries about the possibility of noise issues interfering with the public's quality of life.
4. Paul Faltyn : The Director of Operations for Rainbow Air thanked the Mayor, City Council, and Planning Board for their support. He expressed optimism about beginning operations by the end of the month and shared plans to expand the business within the City of Niagara Falls.
5. Matt Moscati: As a local business owner, Mr. Moscati expressed support for the Rainbow Air project and its potential benefits to the community.
6. Ralph A. Guetta: The speaker expressed support for the Rainbow Air project but also raised concerns regarding the return route of the proposed flight path in relation to Buffalo Avenue.

Hearing ended at 6:15 pm.

III. PRESENTATIONS AND PUBLIC SPEAKERS

- A. Presentation: None this meeting.
- B. Public Speakers on Legislative Agenda Items for Council Action:
 - 1. Donta Myles – Spoke in opposition to Agenda Item #11.
 - 2. Saladin Allah – Spoke in favor of Agenda Item #10.
 - 3. Janine Gallo- Spoke in opposition to Agenda Items #10, #11.
 - 4. Tanya Barone- Spoke in favor of Agenda Items #3. Spoke in opposition of Agenda items # 5 and # 11.
- C. Administrative Update:

The Acting Corporation Counsel gave a verbal report in response to an allegation made at the Council's prior Regular Meeting on May 22. At that time, Council Member Myles alleged that Agenda Item 5, concerning the Eminent Domain proceeding relative to Centennial Park, was placed on the Agenda in violation of the City Charter's "72-hour rule." Mr. DeBoy's two-part response was

- 1. The only 72-hour rule referenced in the City Charter applies solely to Special Meetings; therefore, there was no violation of that rule during the Regular Meeting held on May 22.
- 2. While New York's Open Meetings Law has a 72-hour rule, it was fully complied with by the Council's unanimous resolution passed on May 7 to change the date of the Regular Meeting from May 21 to May 22.

Turning to Item 11 on this evening's Agenda, attorney DeBoy then explained that it was properly added to tonight's June 4th Regular Meeting since the item had the support of three Council Members and the Chairman submitted it to him in time to be published on the Council's webpage at least 24 hours ahead of tonight's meeting, in compliance with New York's Open Meeting Law.

While the Council's walk-on procedure for adding an agenda item at the start of a meeting remains an available option, Mr. DeBoy advised that it should be avoided when possible because it does not provide advance notice to the public or the press as to any new item that will be addressed at a meeting. Therefore, when time permits, it is always better for a new item that has the support of three Council Members to be added to a proposed agenda at least 24 hours before a scheduled meeting. If time does not permit, then the Council may still use the walk-on procedure if it wishes.

- D. Community Happenings:

[AT 6:48 PM, COUNCIL MEMBER ZAJAC WAS EXCUSED DUE TO A FAMILY EMERGENCY.]

- 1. The Niagara Falls Collaborative presents "Family Fun Days". These fun days are scheduled for June 6th, June 13th, June 20th, and June 27th, 2025, at the Packard Court Community Center.
- 2. Beacon Communities presents Centering Health at Center Court. This event is free to the public. The event will be held on June 28th, 2025, from 11 am- 2 pm at 1710 Calumet Avenue.

IV. REVIEW AND ADOPTION OF THE AGENDA

MOTION BY COUNCIL MEMBER BAX TO ADOPT THE AGENDA AS ORIGINALLY PROPOSED.

SECONDED BY COUNCIL MEMBER ARCHIE.

Roll Call Vote:

Council Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	

ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

LEGISLATIVE AGENDA

V. REVIEW AND APPROVAL OF MINUTES

- A. The Council unanimously voted to approve the minutes for the Special Meeting on April 15, 2025.
- B. The Council unanimously voted to approve the minutes for the Special Meeting on April 21st, 2025.

VI. INFORMATIONAL ITEMS FROM THE CITY CLERK

- A. None this meeting.

VII. AGENDA ITEMS FOR COUNCIL ACTION

FROM THE MAYOR

1. APPROVE CONTRACT AWARD FOR RFP #2025-07 TO SKYLIGHTERS OF NEW YORK, LLC, FOR THE PROVISION OF A FIREWORKS DISPLAY AND RELATED SERVICES TO BE PROVIDED TO THE CITY OF NIAGARA FALLS, NEW YORK, ON JULY 4, 2025, OR A RAIN DAY, AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH THAT SUCCESSFUL VENDOR, AS MORE FULLY OUTLINED IN HIS RECOMMENDATION MEMO DATED MAY 29, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #1 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council

Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

2. APPROVE AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SUCCESSFUL RFQ RESPONDENT, SHERWIN-WILLIAMS, FOR THE PURCHASE OF TRAFFIC MARKING PAINT AS NEEDED BY THE DEPARTMENT OF PUBLIC WORKS, AS MORE FULLY OUTLINED IN THE MAYOR'S RECOMMENDATION MEMO DATED MAY 29, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #2 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council

Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

3. APPROVE AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SUCCESSFUL BIDDER, EMPIRE DISMANTLEMENT CORP., RELATIVE TO UTILITY ABANDONMENT, ASBESTOS ABATEMENT, AND/OR DEMOLITION OF JAYNE PARK COMFORT, AS MORE FULLY OUTLINED IN THE MAYOR'S RECOMMENDATION MEMO DATED MAY 29, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #3 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council

Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

4. APPROVE AND CERTIFY THE BASE PERCENTAGES, CURRENT PERCENTAGES, AND CURRENT BASE PROPORTIONS FOR THE HOMESTEAD AND NON-HOMESTEAD ASSESSMENT ROLL TO REMAIN IN COMPLIANCE WITH SECTION 1903 OF THE REAL PROPERTY TAX LAW, ALL AS MORE FULLY SPECIFIED IN THE JOINT SUPPORTING MEMO OF THE MAYOR AND CITY ASSESSOR DATED MAY 15, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #4 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council

Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

5. APPROVE THE ACCEPTANCE OF A 2025-2026 STRIVE GRANT AWARD TO THE NIAGARA FALLS POLICE DEPARTMENT FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES, AND ALLOCATION OF GRANT FUNDS THEREFROM, AS WELL AS AUTHORIZE THE EXECUTION OF ANY DOCUMENTS NECESSARY TO IMPLEMENT THE SAME, ALL AS MORE FULLY OUTLINED IN THE MAYOR'S RECOMMENDATION MEMO DATED MAY 29, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #5 AS SUBMITTED.
SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council		
Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.
THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

6. APPROVE AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF NIAGARA AND EXECUTE ANY ADDITIONAL DOCUMENTS NECESSARY FOR STAFF OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO PROVIDE LEAD REMEDIATION SUPPORT SERVICES TO THE COUNTY AS MORE FULLY OUTLINED IN THE MAYOR'S RECOMMENDATION MEMO DATED MAY 29, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #6 AS SUBMITTED.
SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council		
Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.
THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

7. APPROVE REORGANIZATION IN THE DEPARTMENT OF PARKS AND PUBLIC WORK RELATIVE TO SEASON IMPACT TEAM WORKERS AND LEADERS AS MORE FULLY OUTLINED IN THE MAYOR'S RECOMMENDATION MEMO DATED MAY 29, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #7 AS SUBMITTED.
SECONDED BY COUNCIL MEMBER PERRY.

NO DEBATE ON MOTION.

Roll Call Vote:

Council		
Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

RESOLUTIONS

8. RESOLUTION RELATIVE TO APPROVAL OF THE FLIGHT PLAN OF RAINBOW AIR, INC., PURSUANT TO CHAPTER 301.04 OF THE CODIFIED ORDINANCES.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #8 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

NO DEBATE ON MOTION.

Roll Call Vote:

Council		
Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

9. RESOLUTION RELATIVE TO THE CITY OF NIAGARA FALLS CITY COUNCIL DEEMING THE APPLICATION OF NIAGARA FALLS REDEVELOPMENT, LLC, ELEVENTH STREET PROPERTIES, LLC, and NFR GATEWAY LLC FOR THE DATA CENTER AT NIAGARA DIGITAL CAMPUS PLANNED UNIT DEVELOPMENT COMPLETE AND DECLARING ITS INTENT TO ACT AS LEAD AGENCY FOR THE STATE ENVIRONMENTAL QUALITY ACT REVIEW AND DETERMINING THAT THE APPLICATION IS A TYPE I ACTION.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM # 9 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

Roll Call Vote:

Council		
Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	

Totals:	4	
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THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS ADOPTED.

10. RESOLUTION RELATIVE TO THE CITY OF NIAGARA FALLS' SUPPORT OF NORTHEND TRIANGLE TRAFFIC SAFETY ASPHALT ART INSTALLATION.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM #10 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER ARCHIE.

MOTION BY COUNCIL CHAIRPERSON PERRY TO AMEND ITEM #10 BY REPLACING THE FINAL 'RESOLVED CLAUSE' WITH THE FOLLOWING:

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby supports a Northend Traffic Safety Asphalt Art Installation to help create safer environments and minimize the risk of harm to pedestrians, particularly from traffic-related accidents that occur, which is approved by the Niagara Falls Department of Public Works and the Engineering Department.

SECONDED BY COUNCIL MEMBER MYLES.

NO DEBATE.

Roll Call Vote: TO AMEND RESOLUTION.

Council

Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION TO AMEND WAS ADOPTED.

Roll Call Vote: TO ADOPT THE RESOLUTION AS AMENDED.

Council

Member	yeas	nays
ARCHIE	X	
BAX	X	
MYLES	X	
ZAJAC		
PERRY	X	
Totals:	4	

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE RESOLUTION WAS ADOPTED AS AMENDED.

11. RESOLUTION RELATIVE TO RESCHEDULING THE CITY COUNCIL'S REGULAR MEETING FROM JUNE 18, 2025, TO JUNE 23, 2025.

MOTION BY COUNCIL MEMBER BAX TO APPROVE ITEM # 11 AS SUBMITTED.

SECONDED BY COUNCIL MEMBER PERRY.

NO DEBATE ON MOTION.

Roll Call Vote:

Council Member	yeas	nays
ARCHIE		X
BAX	X	
MYLES		X
ZAJAC		
PERRY	X	
Totals:	2	2

THE CLERK ANNOUNCED THE VOTE TALLY.

THE CHAIR ANNOUNCED THE MOTION WAS DEFEATED.

VIII. PUBLIC SPEAKERS FOR THE GOOD OF THE COMMUNITY

1. Frank Handley: expressed suspicion of foul play within the City of Niagara Falls.
2. Floyd Hamilton: expressed concern about overgrown grass around the City. Additionally, he called on fellow citizens to take part in maintaining cleanliness by caring for their properties and supporting community upkeep efforts.
3. Lisa Glavin: stated she attended a few City Council meetings and encouraged both Council Members and citizens to reflect on the purpose of their participation. She also expressed concern about the condition of buildings in Niagara Falls.
4. Tanya Barone: commented there is no plan in place to address the stray animal population in the city. While detailed bid requirements are stored on the City's website, the speaker expressed concern that less attention and priority is given to animal welfare.

IX. MEETING ADJOURNMENT

With no further business remaining, Chairman Perry adjourned the meeting at 7:40 pm without a motion or second, as permitted by RONR (12th ed.) 21:27.



City of Niagara Falls, New York
OFFICE OF THE MAYOR
(716) 286-4310

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Approval of the sale of six (6) vacant parcels at 446, 450, 456, 458, 462, 464 55th Street (SBLs #160.56-1-6, 160.56-1-4, 160.56-1-5, 160.56-1-3, 160.56-1-2, 160.56-1-1, respectively) to Davin M. Centofanti

The City has received a request from Davin M. Centofanti to purchase the six (6) 55th Street City-owned properties referenced above for \$9,300.00 in “as-is” condition. If these sales are approved, the transfer will also be subject to Mr. Centofanti paying all the current 2024-2025 School taxes, and the first and second installments of the applicable 2025 City property tax bills. At Mr. Centofanti’s request, we recommend that the City waive and forgive all unpaid City property taxes for the above parcels that were accrued before 2025, which will include unpaid fees as well as School taxes that the City was legally required to pay to the Niagara Falls City School District before the 2024-2025 school year. Mr. Centofanti further understands that he is responsible for the current Niagara County taxes and applicable Niagara Falls Water Board fees. The total price to be paid for all six parcels, combined with both 2025 City tax installments to be paid on each parcel, will be more than sufficient to cover the total assessed value of the vacant parcels.

By way of background, the City acquired these vacant industrial properties through tax foreclosure in August of 1991. They are a little over 200 feet from Mr. Centofanti’s construction business and storage buildings that are also located on 55th Street. Importantly, Mr. Centofanti has been caring for the six vacant properties by cutting the grass every week and cleaning the trash that is deposited thereon.

After nearly 34 years of City ownership, the sale of these six (6) vacant parcels will return them to the tax rolls with a credentialed and experienced business owner, as well as eliminate the City’s liability exposure and maintenance responsibilities for these locations.

Will the Council so vote to waive and approve forgiveness of all the unpaid City property taxes as outlined above, and authorize the Mayor to thereafter execute any deeds or other documents necessary to effectuate the transfer of these properties to Mr. Centofanti?

Submitted by:

Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Purchase of Equipment for the City Dog Shelter – Refrigerator and Freezer

The Executive Office recommends that the Council approve the award of a purchase agreement as follows:

WITH: George's Appliance and Television (Vendor #5666)
 1422 Pine Avenue
 Niagara Falls, NY 14301
 Attn: Linda Milanovich

FOR: One (1) GE Refrigerator (Model #GTS19KGNRWW 19.2 Cubic Ft.) \$799.00
 One (1) GE Chest Freezer (Model #FCM16SLWW 15.7 Cubic Ft.) \$999.00
 (Free delivery included for both items)

TOTAL COST: \$1,798.00

The items referenced above reflect the lowest quote(s) received by the City Purchasing Department's submittal deadline for one 19.2 cubic feet refrigerator and one 15.7 cubic feet chest-style freezer, which have been identified as needed equipment for the City Dog Shelter now under construction. Funding for this equipment purchase is available from ARPA interest.

Will the Council vote to so approve and authorize the Mayor to execute an agreement with the above-named vendor in a form acceptable to the Corporation Counsel?

Submitted by:

 Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Purchase of Equipment for the City Dog Shelter – Speed Queen 50 lb. Stacked Washer-Extractor/Tumble Dryer

The Executive Office recommends that the Council approve the award of a purchase agreement as follows:

WITH: Alliance Laundry Systems Distribution LLC

P.O. Box 990, Shepard Street

Ripon, WI 54971

Local Contact: William Stephens (716) 346-4236

FOR: One (1) Speed Queen 50 lb. Stacked Washer-Extractor/Tumble Dryer/Natural Gas
 Model # SST050NVN0XS3YE000

Unit Cost with installation by Alliance Laundry Systems	\$18,665.01
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Unit Cost without installation by Alliance Laundry Systems	\$17,664.01
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TOTAL COST: Not to exceed \$18,665.01

The items referenced above reflect the lowest quote(s) received by the City Purchasing Department's submittal deadline for one Uni-Mac or Speed Queen 50 lb. Stacked Washer-Extractor/Tumble Dryer/Natural Gas, which has been identified as needed equipment for the City Dog Shelter now under construction. Funding for this equipment purchase is available from ARPA interest.

Will the Council vote to so approve and authorize the Mayor to execute an agreement with the above-named vendor in a form acceptable to the Corporation Counsel?

Submitted by:

Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Niagara Area Habitat for Humanity, Inc.
 Additional Grant Funds for Lead Control.

Council Members:

According to the U.S. Centers for Disease Control and Prevention (CDC), lead poisoning is dangerous to human health, and this is particularly so for younger children. The harmful effects of lead exposure “include damage to the brain and nervous system and slowed growth and development.” Exposed children are also at risk of “learning and behavior problems and hearing and speech problems.” (https://www.cdc.gov/lead-prevention/risk-factors/children.html#cdc_risk_factors_overview-exposure). Moreover, “Children from low-income households and those who live in housing built before 1978 are at the greatest risk of lead exposure.” <https://www.cdc.gov/lead-prevention/risk-factors/index.html> Please keep these risks in mind when deciding whether to support this item, which was narrowly defeated as Agenda Item 3 at the last Council Meeting on June 18.

In carrying out its housing rehabilitation program, the Community Development Department has previously offered a grant of up to \$10,000 per unit for lead testing and abatement. However, due to increased costs, Community Development recently had to increase its grant so that it covers up to \$20,000 per unit for lead control.

Niagara Area Habitat for Humanity, Inc., (Habitat) is now working on the rehabilitation of nine homes, each of which requires lead abatement. Four are being rehabbed with CDBG funds and five with HOME funds. Naturally, Habitat is encountering the same cost issues with its lead abatement projects.

Fortunately, funds are available from Community Development’s CDBG and HOME funds which can be used to assist Habitat. Therefore, it is proposed that the City grant Habitat an additional \$90,000 (\$40,000 in CDBG funds and \$50,000 in HOME funds) to cover the increased costs of lead abatement for these nine homes. This will allow Habitat to cover costs of up to \$20,000 per unit for lead control.

Will the Council so vote to approve an additional \$40,000 in CDBG funds and \$50,000 in HOME funds for Habitat as presented herein, and authorize the Mayor to execute any documents necessary to effectuate the same?

Submitted by:

Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Change Order # 1 – Not to exceed \$17,000.00
 2025 Clearing and Cutting of Lots by K.J. Smith Enterprises, Inc.

On April 9, 2025, the City Council awarded the contract for the above-referenced project to clear and cut City-owned lots in 2025 to K.J. Smith Enterprises, Inc., for the following unit prices based on lot size:

Parcels smaller than 0.30 acres	\$48.00 each
Parcels 0.31 – 1.00 acres	\$55.00 each
Parcels larger than 1.00 acres	\$65.00 per acre

All such work is being funded by DPW's Grass Cutting/Clean Up account code.

The Executive Office is now requesting a change order to the above contract that will enable K.J. Smith Enterprises, Inc., to clear and cut forty-seven (47) parcels this growing season that belong to the Niagara Falls Urban Renewal Agency (URA), as follows:

First cut:	\$8,500.00 for all 47 parcels.
Second cut:	\$4,200.00 for all 47 parcels.
Third cut:	\$4,200.00 for all 47 parcels.

Funding for the requested change order is available initially from the General Fund, which will be fully reimbursed by the URA once the vendor has completed the above-described services relative to the URA's 47 parcels, including the former Blue Cardinal properties. Specifically, all vendor invoices for the above URA work, which shall not total more than \$17,000.00, shall be submitted to the Planning Department for review and approval for payment, after which Planning shall forward the invoices to the Controller's Office for payment to the vendor out of the General Fund. Once the project is completed by the vendor at the end of this year's growing season, the Controller shall then process a reimbursement transfer from the URA to the General Fund that will make the City whole.

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

Submitted by:

 Mayor Robert M. Restaino

Archie_____ Bax_____ Myles_____ Zajac_____ Perry_____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Approve and authorize the Mayor to negotiate and enter into an Agreement with NYS Division of Homeland Security and Emergency Services to provide mandatory training and certification to our City firefighters in 2025.

For several years, the Office of Fire Prevention and Control in the New York State Division of Homeland Security and Emergency Services (“OFPC”) has been setting minimum training standards for firefighters throughout the State, including basic and in-service training, and also certifying the successful completion of the state mandated training by firefighters attending its programs. OFPC personnel provide such training to firefighters through either the NYS Academy of Fire Science (Fire Academy) located in Montour Falls, New York, or through programs conducted at local fire departments and municipalities. In either case, the OFPC has been strengthening its liability protection relative to the training it provides at Montour Falls or anywhere else in the State. Part of its risk management program now requires municipalities to enter into a “New York State Division of Homeland Security and Emergency Services/Office of Fire Prevention and Control Municipal Firefighter Training Memorandum of Understanding” (hereinafter, the “MOU”) on an annual basis before it will provide any training or certification to a municipality’s firefighters.

In short, we must enter into the MOU for the current calendar year, or else OFPC will refuse to train and certify our firefighters, including recent recruits who need to complete their fifteen (15) week Recruit Firefighter Training Program that starts on July 21st at the Fire Academy. Under these circumstances, the Executive Office recommends that the Council approve and authorize the Mayor to negotiate and sign the MOU with the OFPC for calendar year 2025. Fortunately, the MOU will not require the City to pay any new or extra fees or charges this year.

Will the Council vote to so approve and authorize the Mayor to negotiate and execute the above-described MOU in a form acceptable to the Corporation Counsel?

Submitted by:

Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Approve and authorize the Mayor to negotiate and enter into a Parking Agreement with Hotel Niagara Development, LLC.

Opened on April 9, 1925, the Hotel Niagara was an impressive 200-room tourist destination and landmark for over eighty years before it fell into hard times and closed in 2007. It has been vacant for almost 18 years. In the interim, the property frequently changed hands between various developers before being taken over by USA Niagara Development Corporation in 2016. Through the latter's efforts, Hotel Niagara Development, LLC ("HND") was selected as the developer to take on the monumental task of rehabilitating the twelve-story property into an upscale, full-service hotel that will maintain its historic characteristics.

Working closely with USA Niagara Development Corporation and the Niagara County IDA, HND believes it has now assembled sufficient funding to execute its ambitious plans to revive the Hotel Niagara. But it first needs to ensure that it will be able to offer sufficient and convenient parking for its future customers. Therefore, HND approached the Executive Office to explore the City's parking capacity and the availability of spaces to be set aside and rented by HND for the use of its patrons.

HND understandably views the success of its renovation project as being contingent on its ability to secure the City's commitment to reserve and rent it an adequate number of parking spaces. In very broad strokes, HND wishes to secure approximately 45 spaces at the City's 3rd Street ground lot for valet parking, approximately 25 spaces in the City's 1st Street ground lot adjacent to the Holiday Inn, 30 spaces in the Rainbow Ramp for its associates, and 3 street spaces located just outside the hotel on 1st Street for valet service.

There are, of course, many additional details to be worked out in preparation for contract drafting. But, the financial benefit to the City will be significant if we can assist in making HND's project a success while at the same time securing reasonable compensation for the parking spaces that HND needs to secure before launching its renovation project. Under these circumstances, the Executive Office recommends that the Council approve and authorize the Mayor to negotiate and sign a Parking Agreement with HND.

Will the Council vote to so approve and authorize the Mayor to negotiate and execute a Parking Agreement as outlined above, and in a form acceptable to the Corporation Counsel?

Submitted by:

 Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Change Order #1/Final - \$20,000.00
Municipal Tree Removal Project 2024

A contract for the above-referenced project was awarded to M2 Tree Service, Inc. on May 8, 2024, in the amount of \$151,675.00.

After the start of the project, the City identified four (4) additional problematic trees for removal. A unit price was developed by the Engineering Department for each tree, based upon size, vehicular traffic volume in the vicinity, and stability.

The Engineering Department, which is requesting this Change Order, has determined that it is necessary and does not constitute a new undertaking and/or alter the essential identity or main purpose of the underlying contract for the services or commodities provided.

If approved, the total cost of this Change Order for the additional tree removals is \$20,000.00, bringing the total contract amount to \$171,675.00. Funding for this first and final Change Order is available from ARPA interest.

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

Submitted by:

Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council

FROM: Mayor Robert M. Restaino

DATE: June 26, 2025

SUBJECT: Reorganization in the Department of Parks and Public Works
(Upgrade the Foreman – Parks & Buildings from Grade 20 to Grade 22;
Reduce the Forester Position to \$1.00; and Create Principal Clerk Grade 12)

Council Members:

We believe that it is necessary to make the following changes to improve efficiency and realize cost savings in the Department of Parks and Public Works.

1. Upgrade the Foreman – Parks & Buildings from Grade 20 to Grade 22.

With this change, the Foreman will be able to provide supervision to the Forestry crew.

2. Reduce the Forester position in the Budget to \$1.00.

The current incumbent will return to his permanent position of Climber III, which will allow us to have a full forestry crew.

3. Create Principal Clerk Grade 12.

Currently, clerical support for parking operations is provided by an existing Principal Clerk who also provides clerical support for all parks and building functions. This new position will be responsible for (i) programming parking meters with price changes, (ii) contacting the parking equipment provider for repairs, (iii) preparing and processing payroll for the parking attendants, (iv) responding to phone calls regarding parking matters, (v) ordering any office supplies that are needed for parking operations, and (vi) receiving and responding to FOIL requests submitted to DPW.

Will the Council so approve?

Submitted by:

Mayor Robert M. Restaino

Archie_____ Bax_____ Myles_____ Zajac_____ Perry_____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Approve and authorize the Mayor to negotiate and enter into a Memorandum of Agreement with the Niagara Falls City School District Relative to its Maintenance of Synthetic Turf at Sal Maglie Stadium.

Several years ago, the City embarked on a program of making significant investments to renovate Sal Maglie Stadium in Hyde Park. As part of those efforts, the City decided to upgrade the athletic playing surfaces in the Stadium by removing the grass field and replacing it with synthetic turf. This has provided the teams that play at Sal Maglie Stadium to enjoy longer seasons with fewer cancelled practices and games due to saturated dirt and grass. However, the synthetic turf is not maintenance-free, and it requires specialized equipment and specially trained maintenance workers to care for it properly.

The City lacks the necessary equipment and staff with the know-how for properly maintaining the synthetic turf. Fortunately, the Niagara Falls City School District has both the equipment and trained manpower, since it has been maintaining synthetic turf on its several athletic fields for many years. This presents a perfect opportunity for a shared service arrangement that avoids the expensive duplication of equipment and personnel.

In fact, the Niagara Falls City School District has generously assisted us with the necessary maintenance of Sal Maglie Stadium's synthetic turf during prior seasons. It remains willing to help during this and future years, but only if there is a more formal arrangement put in place, such as a Memorandum of Agreement ("MOA") that will provide for reasonable compensation to the District when it lends its valuable assistance.

Under these circumstances, the Executive Office recommends that the Council approve and authorize the Mayor to negotiate and sign a Memorandum of Agreement that will secure the District's maintenance services for the remainder of this year and future years, while establishing the responsibilities of each party, including the duty of the City to provide reasonable compensation to the District for its efforts.

Will the Council vote to so approve and authorize the Mayor to negotiate and execute a Memorandum of Agreement as outlined above, and in a form acceptable to the Corporation Counsel?

Submitted by:

 Mayor Robert M. Restaino

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____



City of Niagara Falls, New York

OFFICE OF THE MAYOR

TO: City Council
FROM: Mayor Robert M. Restaino
DATE: June 26, 2025
SUBJECT: Approve and authorize the Mayor to negotiate and enter into an Amendment of the 2022 Agreement Between Buffalo Niagara Waterkeeper and City of Niagara Falls for Ecological Restoration Projects in the City.

On October 5, 2022, the Council approved the Mayor to negotiate and enter into an Agreement between the Buffalo Niagara Waterkeeper (“BNW”) and the City of Niagara Falls (“City”) for the former to conduct ecological restoration projects in the City, with particular emphasis on Hyde Park, through which Gill Creek passes and feeds a reservoir, commonly known as Hyde Park Lake. The parties subsequently signed the Agreement later that month, whereby BNW committed to secure grant funding from the EPA to invest in the Hyde Park Lake project, and the City committed to contributing \$300,000.00 from the Greenway Ecological Fund toward the restoration work.

The City is still holding \$300,000.00 in Greenway grant funding that is earmarked for this BNW project at Hyde Park. Moreover, pursuant to the Agreement between the parties, BNW received its Contractor’s invoice (from LaBella) and thereafter placed the City on notice to make payment directly to the Contractor in the amount of \$300,000.00. The City Controller, however, noted the lack of contractual privity between the City and BNW’s contractor and advised that the \$300,000 in Greenway Funds is only budgeted for payment to BNW.

To overcome the above obstacles to payment, the Executive Office requests that the Council approve and authorize the Mayor to negotiate an Amendment of paragraph 8 of the Agreement so that it will require the City to release the \$300,000.00 in Greenway Funds directly to BNW, after which BNW will pay that sum to its Contractor, LaBella.

Will the Council vote to so approve and authorize the Mayor to negotiate and execute a Memorandum of Agreement as outlined above, and in a form acceptable to the Corporation Counsel?

Submitted by:

 Mayor Robert M. Restaino

Archie_____ Bax_____ Myles_____ Zajac_____ Perry_____



City of Niagara Falls, New York

OFFICE OF CORPORATION COUNSEL

745 Main Street, Niagara Falls, NY 14301

June 26, 2025

The City Council
Niagara Falls, New York

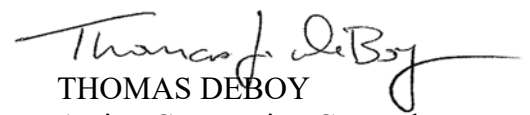
RE: Request that Council approve a \$135,000.00 indemnity-only Section 32 settlement relating to two pending Workers' Compensation matters - WCB Case Nos. G2038585 & G1478160.

At Council's Regular Meeting on May 22, 2025, the Council approved Agenda Item 1 involving a \$120,000.00 indemnity-only Section 32 settlement relating to two pending Workers' Compensation matters - WCB Case Nos. G2038585 & G1478160. It has since come to my attention that our outside attorneys handling these two WCB cases mistakenly communicated to our third-party administrator and my office that the settlement figure was \$120,000.00, rather than the tentatively agreed figure of \$135,000.00. Due to this error, our former employee is not willing to proceed with the settlement unless the amount thereof is corrected to read \$135,000.00.

If the Council is interested in finalizing the settlement by correcting the above mistake, then I recommend that it vote to rescind its approval of Agenda Item 1 from the May 22nd Council Meeting, and approve settlement for the corrected amount of \$135,000.00, so that the parties may finalize a Section 32 settlement agreement and then present it to the Board for its approval. In anticipation that such approval will be secured from the Workers' Compensation Board, I also request that you authorize the City Controller to prepare a draft for \$135,000.00, made payable to the former employee and/or her attorneys as further specified by a fully signed and Board-approved settlement agreement.

It is my recommendation that the above settlement be paid under the terms set forth above. Will the Council so approve?

Respectfully submitted,


THOMAS DEBOY
Acting Corporation Counsel

Archie _____ Bax _____ Myles _____ Zajac _____ Perry _____

RESOLUTION 2025 –

***RELATIVE TO AUTHORIZING THE PRESENTATION OF A WRITTEN OFFER
TO ACQUIRE REAL PROPERTY PURSUANT TO EMINENT
DOMAIN PROCEDURE LAW §§ 303 AND 304***

BY:

Council Chairman James Perry

WHEREAS, the City of Niagara Falls, in furtherance of ensuring adequate recreational and park facilities and removing urban blight, has proposed to acquire property in order to construct the Centennial Park Project (herein the "Project"); and

WHEREAS, in compliance with Article 2 of the Eminent Domain Procedure Law, the City Council duly noticed and held two public hearings at the City of Niagara Falls City Hall concerning the proposed acquisition for the Project; and

WHEREAS, at such public hearings, the City Council outlined the purpose, proposed location of the proposed Centennial Park (bounded by John Daly Memorial Parkway in the east, Falls Street to the north, 10th Street to the west, and Buffalo Avenue to the south, comprising 9.8 +/- acres), including conceptual plans, budget, and descriptions of the property to be acquired, specifically SBL Nos. 159.09-3-2 and 159.09-3-3 (herein the "Subject Properties"), and further gave any person an opportunity to present oral or written statements and to submit any documents concerning the proposed Project; and

WHEREAS, the City Council adopted a Negative Declaration pursuant to the New York State Environmental Quality Review Act in connection with the Centennial Park Project, which SEQRA review included consideration of acquisition of necessary property rights in the Subject Properties in furtherance of such Project; and

WHEREAS, the City Council has issued Determination and Findings pursuant to N.Y. Eminent Domain Procedure Law § 204 regarding the acquisition of the Subject Property and

WHEREAS, the owners of the Subject Properties commenced an action challenging the proposed acquisition of the Subject Properties, which was rejected by the State Courts; and

WHEREAS, N.Y. Eminent Domain Procedure Law § 301 requires that a condemnor make every reasonable and expeditious effort to negotiate and agree with condemnee(s) with regard to just compensation for property to be acquired by eminent domain; and

Archie ____ Bax ____ Myles ____ Zajac ____ Perry ____

WHEREAS, N.Y. Eminent Domain Procedure Law§ 302 requires that real property to be acquired by eminent domain be appraised on behalf of the condemnor by an appraiser; and

WHEREAS, N.Y. Eminent Domain Procedure Law§ 303 requires that the condemnor establish an amount that it believes to be just compensation for the real property to be acquired by eminent domain and to make a written offer to acquire the property for 100% of the valuation so established, which shall in no event be less than the condemnor's highest approved appraisal, with such offer being made prior to acquiring the property and

WHEREAS, the City of Niagara Falls, through its special counsel, obtained an appraised valuation of the property to be acquired of \$4,029,000.00; and

WHEREAS, the City Council of the City of Niagara Falls desires to present a written offer to all owners of the Subject Properties for acquisition of the Subject Properties in compliance with the requirements of N.Y. Eminent Domain Procedure Law Article 3; now, therefore,

It is hereby **RESOLVED**, that the City Council hereby authorizes the preparation of a written offer to acquire the Subject Properties, as described and in accordance with the terms of the Determination and Findings adopted by the City Council for the amount of \$4,029,000.00, which is the highest appraised value of the Subject Properties, which appraisal is hereby approved, that such written offer be prepared and made in accordance with the requirements of the N.Y. Eminent Domain Procedure Law§§ 303 and 304, and that the special counsel for the City of Niagara Falls is authorized and directed to transmit such written offer on behalf of the City Council to the fee owners of the Subject Properties and to the attorney for such fee owners; and

It is hereby **FURTHER RESOLVED** that the Mayor and Corporation Counsel are hereby authorized to take all necessary actions, whether directly or through counsel, to proceed in connection with the acquisition of the Restrictions, Rights, or Property, including, but not limited to, the making of formal offers pursuant to the EDPL consistent with the amounts as set forth in the Approved Appraisal and commencing a proceeding seeking an order to file an acquisition map(s) pursuant to Article 4 of the EDPL.

RESOLUTION No. 2025-

RELATIVE TO THE CITY OF NIAGARA FALLS CITY COUNCIL DEEMING THE APPLICATION OF ELEVENTH STREET PROPERTIES, LLC, FOR A TEXT AMENDMENT TO THE CITY OF NIAGARA FALLS ZONING ORDINANCE SECTION 1319 COMPLETE AND DECLARING ITS INTENT TO ACT AS LEAD AGENCY FOR THE STATE ENVIRONMENTAL QUALITY ACT REVIEW AND DETERMINING THAT THE APPLICATION IS A TYPE I ACTION

BY:

Council Chairman James Perry

WHEREAS, the City of Niagara Falls, New York (the “City”) received an initial application from Eleventh Street Properties, LLC, for a Text Amendment to the City’s Zoning Ordinance, pursuant to Section 1302.4, which text amendment request seeks amendments to Section 1319 of the Zoning Code, the City’s High Energy Use Overlay District section, to provide the City greater flexibility regarding the location of high energy uses and to address certain noise restrictions the applicant maintains are unattainable due to existing ambient noise levels within the City; further the application includes a revised Section 1319, which allows the overlay to be utilized in other districts, (2) sets the noise limitation for high energy uses as the greater of pre-construction ambient noise levels or Section 1319’s noise level limitations, and (3) allows the City to approve deviations from Section 1319’s setback and buffer requirements, (the “Project”); and

WHEREAS, the application applies to various parts of the City including the 907 Falls Street property (10th Street Park) that was improperly transferred to NFR Gateway LLC, and nothing in this Resolution waives any rights of the City to recover the park property, represents any agreement or acceptance by the City of any claim of ownership rights by the Applicant of any parcel covered by the Project, nor represents support by the City of any other property owner in support of the Application; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (“SEQRA”), and its implementing regulations at 6 NYCRR Part 617 *et seq.* (the “Regulations”), the City desires to comply with SEQRA and the Regulations with respect to the Project; and

WHEREAS, the Project is classified as a “Type I Action” as defined by SEQRA and the Regulations, and a Full Environmental Assessment Form (“FEAF”) Part 1 has been completed by the Applicant in support of the Project; and

WHEREAS, pursuant to SEQRA and the Regulations, the City will undertake a coordinated review process with interested and involved agencies, and wishes to indicate the City's desire to serve as the Lead Agency under the SEQRA process for the Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Niagara Falls, New York:

Archie ____ Bax ____ Myles ____ Zajac ____ Perry ____

1. That the City Council hereby accepts the application for the Project as complete for purposes of further review under the relevant portions of the Niagara Falls Zoning Ordinance.
2. That the City Council of the City of Niagara Falls, New York intends to act as Lead Agency for the review of the Project and hereby issues the attached Notice of Intent to act as Lead Agency. City staff and counsel are directed to take such further steps as SEQRA and the Regulations require for purposes of coordination.
3. That the City Council of the City of Niagara Falls, New York hereby refers the application for the Project to the Niagara County Planning Board and the City of Niagara Falls Planning Board.
4. This Resolution shall be effective immediately.

PASSED AND ADOPTED this ____ day of _____, 2025 by the City Council of the City of Niagara Falls, New York.

**CITY COUNCIL OF THE CITY OF NIAGARA FALLS
NOTICE OF INTENT FOR DESIGNATION OF LEAD AGENCY FOR PROPOSED
NIAGARA FALLS ZONING ORDINANCE. SECTION 1319 TEXT AMENDMENT**

Please take notice that, at the July 2, 2025, meeting, the City Council of the City of Niagara Falls (“Council”) declared its intent to act as Lead Agency for the purposes of reviewing a proposal for a text amendment to the Niagara Falls Zoning Ordinance.to Section 1319 of the Niagara Falls Zoning Ordinance (the “Project”). The Project is further described below pursuant to the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations at 6 N.Y.C.R.R. 617.1 *et seq.* If no Involved Agency identified within this notice submits a written objection to the City Council’s Notice of Intent within 30 days from the date of mailing this notification, the City Council shall act as Lead Agency and will follow the procedures set forth in SEQRA and its implementing regulations governing the determination of significance of the proposed Project.

Name of Project: Niagara Falls Zoning Ordinance Section 1319 Text Amendment

Applicant: Eleventh Street Properties, LLC

Location: Various parts of the City

SEQRA Status: Type 1 Action, Coordinated Review

Project Description: On May 14, 2025, Eleventh Street Properties, LLC, submitted an application for a Text Amendment to the City’s Zoning Ordinance, pursuant to Section 1302.4. The Text Amendment Request seeks amendments to Section 1319 of the Zoning Code, the City’s High Energy Use Overlay District section, to provide the City greater flexibility regarding the location of high energy uses and to address certain noise restrictions the applicant maintains are unattainable due to existing ambient noise levels within the City. The application includes a revised Section 1319, which allows the overlay to be utilized in other districts, (2) sets the noise limitation for high energy uses as the greater of pre-construction ambient noise levels or Section 1319’s noise level limitations, and (3) allows the City to approve deviations from Section 1319’s setback and buffer requirements.

Date of Action: _____

Date of Mailing: July __, 2025

Attachment: Full Environmental Assessment Form Part I, Application

Involved and Interested Agencies:

City of Niagara Falls Planning Board
745 Main Street
Niagara Falls, NY 14301

City of Niagara Falls Zoning Board of Appeals
745 Main Street
Niagara Falls, NY 14301

City of Niagara Falls Department of Public Works

745 Main Street
Niagara Falls, NY 14301

Niagara Falls Water Board
5815 Buffalo Ave
Niagara Falls, NY 14304

Niagara County Planning Board
Niagara County Center for Economic Development
6311 Inducon Corporate Drive
Samuel M. Ferraro Center, Suite One
Sanborn, New York 14132Niagara County Health Department

Shaw Building
5467 Upper Mountain Road
Lockport, NY 14094

Niagara County Public Works Department
Philo J. Brooks Co. Office Bldg., 2nd Floor
59 Park Avenue
Lockport, NY 14094

New York State Department of Transportation, Region 5
100 Seneca Street
Buffalo, NY 14203

New York State Historic Preservation Office – OPRHP
1 Delaware Avenue North
Cohoes, NY 12047

New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-0001

New York State Department of Environmental Conservation, Region 9
700 Delaware Avenue
Buffalo, NY 14209

New York State Department of Health, Western Region
Ellicott Building
295 Main Street, Suite 300
Buffalo, NY 14203

Contact Person:

Kevin Forma, Director of Planning
City of Niagara Falls
745 Main Street
Niagara Falls, NY 14301
(716) 286-4470
NFNYP.Planning@niagarafallsny.gov

RESOLUTION 2025 –

RELATIVE TO AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE OF CONSULTANT ENGINEERING DEDICATED PROGRAM-AID ELIGIBLE COSTS OF A CAPITAL PROJECT AND APPROPRIATING FUNDS, THEREFORE

BY:

Council Chairman James Perry

WHEREAS, a Project for New Highway Construction, John B. Daly Extension, Niagara St to Pine Ave in the City of Niagara Falls, Niagara County. Identified as PIN 5763.77 (the “Project”) is eligible for funding under the Consultant Engineering Dedicated Fund Program administered by the NYS Department of Transportation (NYSDOT); and

WHEREAS, a sum not to exceed \$63,000 in Consultant Engineering Dedicated funding is available to progress the project; and

WHEREAS, the City of Niagara Falls desires to advance the Project by making a commitment of 100% of the State share of the costs of the preliminary engineering work.

NOW, THEREFORE, the Niagara Falls City Council, duly convened, does hereby

RESOLVE, that the Niagara Falls City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Niagara Falls City Council hereby authorizes the City of Niagara Falls to participate in the Consultant Engineering Dedicated Fund Program at 100% of the cost of preliminary engineering work for the Project or portions thereof; and it is further

RESOLVED, that in the event the full state share costs of the project exceed the amount appropriated above, the Niagara Falls City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor of Niagara Falls thereof, and it is further

RESOLVED, that the Mayor of Niagara Falls be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for State Aid on behalf of the City of Niagara Falls with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of

Archie ____ Bax ____ Myles ____ Zajac ____ Perry ____

federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a Certified Copy of this resolution be filed with the New York State Commissioner of Transportation of the State of New York by attaching it to any necessary Agreement in connection with the Project between the City of Niagara Falls and the State of New York; and it is further

RESOLVED, this Resolution shall take effect immediately.

[illegible]

I, Elizabeth Eaton, Clerk of the Niagara Falls City Council, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Niagara Falls City Council at a meeting duly called and held at the Council Chambers located on the 1st floor of Niagara Falls City Hall, 745 Main Street, in the City of Niagara Falls, County of Niagara, and State of New York, on July 2, 2025. by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Niagara Falls, New York, this ____ day of July, 2025.

(Clerk)

PIN 5763.77

— — —

RESOLUTION No. 2025-

RELATIVE TO THE APPOINTMENT OF A MARRIAGE OFFICER

By:

Council Chairman James Perry

WHEREAS, the City of Niagara Falls has an international reputation as the Honeymoon Capital; and

WHEREAS, couples arrive at the City Clerk's Office from all over the World to obtain a Marriage License; and

WHEREAS, it is advantageous for the City and convenient for couples to have these marriages solemnized within the confines of the City of Niagara Falls; and

WHEREAS, the Council finds it appropriate to appoint and re-appoint Marriage Officers as it deems necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Niagara Falls, New York, that, in accordance with Section 11-c of the New York Domestic Relations Law, each of the following employees in the City Clerk's Office is hereby appointed as a Marriage Officer for the City of Niagara Falls and shall so serve for a term of four (4) years that shall expire on December 31, 2028, if not revoked sooner by the Council:

Kalea Sistrunk, Account Clerk.

Archie ____ Bax ____ Myles ____ Zajac ____ Perry ____