



Mr. Laing has continued to pay us as a holdover tenant since his previous lease expired and has requested renewal lease to continue to use the property. The term of the new lease is five (5) years, through November 31, 2012, and the yearly rental is \$500.00.

If your Honorable Body concurs, please pass a resolution enabling the Mayor to execute the new lease extension, subject to review by the City Attorney.

Very truly yours,  
Shawn P. Nickerson  
City Attorney

MOVED by Alderman Rizzo

SECONDED by Alderman Brick

That the Common Council hereby authorizes the Mayor to execute the lease extension between Jeffrey Laing, d/b/a Laing’s Outboards and the City of North Tonawanda, which will extend the term of his lease five (5) years, through November 31, 2012. The yearly rental is \$500.00 for the property adjacent to 5 Ward Road, subject to review by the City Attorney.

Ayes: Brick, Rizzo, Schwandt, Donovan, Sommer (5)

Nays: None (0)

CARRIED.

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II.2 Attorney

December 10, 2007

Honorable Mayor & Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Re: Tentative Agreement between the City  
and OPEIU

Dear Honorable Body:

The City bargaining committee and OPEIU negotiators met on eight occasions from December 4, 2006 through December 3, 2007 and have reached a tentative agreement which would require ratification by the Common Council. I have summarized the sections of the agreement that would be amended and will explain what the changes in these sections are. The changes are as follows:

1. Preamble: The agreement would remove the positions of Deputy City Clerk, Director of Emergency Management, Superintendent of Water, Superintendent of Wastewater Facilities and Code Enforcement Officer/Plumbing Inspector and would add the positions of Community Development Director and Superintendent of Water/Wastewater. This is merely housekeeping, as the removed positions are no longer covered by this union and the added positions were added to the bargaining unit in the past.
2. Section 2.3.1: This would make this a four-year contract running from January 1, 2007 through December 31, 2010. Section 2.3.3: This just clarifies when negotiation for the next agreement would begin.
3. Section 5.5.1: This section just clarifies that assignments would be at the discretion of the Mayor, rather than the Common Council, pursuant to the present City Charter. This is just housekeeping.
4. Section 6.1.1: Salaries – The proposed agreement would increase salaries by the following amounts: 2007 – 3%; 2008 – 3%; 2009 – 2.75%; and 2010 – 2.75%.
5. Section 6.1.2: This section would place new employees at the Minimum Step, unless the City would place the new employee at a higher step based on the employee’s skills, education and work experience. This is another housekeeping matter that was not addressed in the last agreement.

6. **Section 6.1.6:** Deletes the section that would require the city to match any increase in other bargaining units that would result in an increase of the negotiated salary levels in this unit.
7. **Section 6.1.8:** Deletes the section which placed every union member at their proper location within the salary structure when the contract was first adopted. This is a housekeeping matter that should have been deleted in the last contract.
8. **Section 11.1.2(a):** It makes our current health insurance plan the main plan, but permits the employee to choose a cheaper plan with half of the savings to the city to be applied to a Health Reimbursement Account for the employee's benefit. (Just as recently negotiated with the CSEA.)
9. **Section 11.1.2(b):** Amends the section on health insurance in the following manner:
1. New employees to the city would have to pay 25% of the premium for the period of their employment.
  2. Current employees who must pay 25% for the period of their employment would be required to pay 25% when entering this bargaining unit.
  3. Current employees entering this unit that have fulfilled their obligation to pay for medical insurance and are currently receiving the benefit at no charge would have to pay 25% of the premium for a period of 2 years.
10. **Section 11.2.1:** This section would leave the current retirement plans intact but would grant the Fire Chief any benefits negotiated by the Fire Department Union.

If you concur, please authorize the Mayor to sign said Memorandum of Agreement and the final collective bargaining agreement when it is prepared.

Very truly yours,  
Robert Sondel  
Assistant City Attorney

**MOVED** by Alderman Donovan                      **SECONDED** by Alderman Rizzo  
That the Common Council hereby authorizes Mayor Soos to sign the Memorandum of Agreement and the final collective bargaining agreement between the City of North Tonawanda and OPEIU.

Ayes: Brick, Rizzo, Schwandt, Donovan, Sommer (5)

Nays: None (0)

**CARRIED.**

### II.3 Attorney

December 13, 2007

Honorable Mayor & Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Re: Various Amendments to City Code to  
Comply with Clean Water Act

Dear Honorable Body:

The city must adopt various amendments to Chapter 42 – Flood Hazard Areas; and Chapter 48 – Grading; Chapter 75 – Sewers of the Code of the City of North Tonawanda, as well as the Zoning Ordinance, Chapter 103 and the city's Subdivision Regulations. These amendments are required to comply with the state's phase II stormwater regulations issued pursuant to the Clean Water Act. The city would do this by adopting two ordinances: the first, the Erosion and Sediment Control Ordinance, requires developers that disturb 1 or more acres of land to submit a stormwater pollution plan (SWPPP) providing for certain erosion and sediment controls in compliance with two technical

documents; the second, the Illicit Discharge Detection and Elimination Ordinance, prohibits any individual from discharging anything other than stormwater into municipality owned storm sewer systems.

I have attached copies of the proposed ordinances to be adopted, together with a Short Form Environmental Assessment Form and resolution for your consideration.

Before the Common Council can adopt these ordinances, they must be referred to the Niagara County Planning Board for their review together with the short form EAF that has been prepared for this action.

Please pass the attached resolution that would declare the Common Council as the lead agency under the State Environmental Quality Review Act and refer the ordinances to the Niagara County Planning Board for their review.

Very truly yours,  
Robert Sondel  
Assistant City Attorney

**MOVED by Alderman Schwandt                      SECONDED by Alderman Brick**  
**WHEREAS, ordinance amending Chapter 42, Flood Hazard Areas; Chapter 48, Grading; and Chapter 75 Sewers of the Code of the City of North Tonawanda (collectively, the “Ordinances”) have been proposed, which seek to reduce stormwater pollution, enhance water quality, and improve aquatic habitats by requiring that a Stormwater Pollution Prevention Plan be submitted for all land development projects disturbing more than one acre of land, or less than one acre if part of a larger plan of development, and by prohibiting illicit discharges to the Municipal Separate Storm Sewer System (“MS4”); and**

**WHEREAS, the Ordinances have been drafted using model language from the New York State Department of Environmental Conservation (“DEC”) and the New York State Department of State in order to fulfill the MS4 Phase II stormwater management requirements of the National Pollutant Discharge Elimination System; and**

**WHEREAS, the Ordinances shall amend Chapters 42, 48, and 75 of the Code of the City of North Tonawanda and amend the Subdivision Regulations and Zoning Ordinance of the City of North Tonawanda; and**

**WHEREAS, all terms used but not defined herein shall have the meanings given to them in §617.2 of Chapter 6 of the New York Code of Rules and Regulations; and**

**WHEREAS, the New York State Environmental Quality Review Act (SEQR”) requires that a lead agency be established to undertake, fund, or approve any action; and**

**WHEREAS, in accordance with §617.2 of Chapter 6 of the New York Code of Rules and Regulations, which outlines the procedure for uncoordinated review of certain unlisted actions, the Common Council may proceed under SEQR as if it were the only involved agency and, therefore, as the lead agency; and**

**WHEREAS, the approval of Ordinances by the Common Council (the “Action”) constitutes an unlisted action under SEQR; and**

**WHEREAS, the Common Council must make a determination as to the environmental impact of the Action; and**

**WHEREAS, all proposed zoning changes must be referred to the Niagara County Planning Board (“Planning Board”) pursuant to General Municipal Law §239-m.**

**NOW, THEREFORE, BE IT RESOLVED, that the Common Council shall conduct an uncoordinated review of the proposed Action under SEQR; and**

**BE IT FURTHER RESOLVED, that the Common Council hereby authorizes an uncoordinated review of the Action; and**

**BE IT FURTHER RESOLVED**, that the Common Council hereby declares itself to be the lead agency with respect to the Action; and

**BE IT FURTHER RESOLVED**, that the Common Council hereby authorizes the preparation of a short form EAF to be circulated with the Planning Board together with the full text of the Ordinance for Erosion and Sediment Control; and

**BE IT FURTHER RESOLVED**, that the Common Council will consider whether or not to issue a negative declaration with respect to adopting the Ordinances at the next meeting after a decision from the Planning Board.

Ayes: Brick, Rizzo, Schwandt, Donovan, Sommer

(5)

Nays: None

(0)

**CARRIED.**

The following item was pulled before the meeting.

**V. Water**

December 14, 2007

Honorable Lawrence Soos, Mayor  
and Common Council  
City Hall, 216 Payne Avenue  
North Tonawanda NY 14120

Re: Water Service Leak, 364 Payne Ave.  
Account # 2066

Dear Mayor and Common Council:

Would you please grant permission to the Water Department to hire a licensed plumber to repair the Water Service Leak at 364 Payne Ave.

Also, all costs are to be assessed upon the land involved – [Water Ordinance Chapter 98 – Section 98-12 (5)].

Sincerely,  
Paul J Drof  
Water/Wastewater Superintendent

**VII. Accountant**

December 13, 2007

Honorable Lawrence V. Soos, Mayor  
and Common Council  
City Hall  
North Tonawanda, New York 14120

Dear Honorable Body:

In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment the current Warrant of Claims for Common Council audit, dated December 18, 2007, and further authorize the Mayor and City Clerk to respectively sign and countersign said Warrant.

Very truly yours,  
David R. Jakubaszek  
City Accountant



**MOVED by Alderman Rizzo**

**SECONDED by Alderman Donovan**

**That the Common Council hereby approves the heavy collection dates for 2008 for the weeks beginning on the following Sundays:**

<b>January 6</b>	<b>July 6</b>
<b>February 3</b>	<b>August 3</b>
<b>March 2</b>	<b>September 7</b>
<b>April 6</b>	<b>October 5</b>
<b>May 4</b>	<b>November 2</b>
<b>June 1</b>	<b>December 7</b>

**CARRIED.**

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## **XXV. Monthly Reports**

- .1 Senior Citizens**
- .2 Vital Statistics**

**MOVED by Alderman Brick**

**SECONDED by Alderman Rizzo**

**That the Common Council hereby receives and files the aforementioned Monthly Reports.**

**CARRIED.**

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## **COMMUNICATIONS FROM OTHERS**

**A.**

**Columbia Hook & Ladder - Re: Exemption Petitions:**

**Richard W. Brown – 25 years**  
**Ralph E. Hill – 25 years**

**MOVED by Alderman Brick**

**SECONDED by Alderman Donovan**

**To issue the proper Exemption Petitions to Richard W. Brown – 25 years and Ralph E. Hill – 25 years.**

**CARRIED.**

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**B.**

**Center for  
Municipal Solutions**

**October 16, 2007**

**Hon. Mayor & Common Council**  
**216 Payne Avenue**  
**North Tonawanda, NY 14120**

**Re: Application of T-Mobile for a Special Use Permit to Co-locate Antennas on the Existing Tower at 706 Sandra Lane, which is leased from the City.**

**Dear Honorable Body:**

**We have reviewed the supplemental submission for the application received on September 27, 2007 and October 2, 2007 and have the following comments: (Please note the items are numbered the same as our last letter dated February 12, 2007.)**

**3.) Section 8-F of the Local Law states:**

**Application must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the**

landowner or landlord or a signed letter acknowledging authorization. If the application owns the site, a copy of the ownership record is required.

Documents in the original application show Global Signal as the owner and it appears Crown Castle is now the owner. Therefore the name, address and phone number for the tower owner, required in Section 8-I-4 of the local law; submitted in the original application, must be corrected.

b) As stated in the February 12, 2007 letter *“The lease between Omnipoint and Global (now Crown), Attachment 3, illustrates the expansion of the fenced area on the West side, South corner of the compound. This conflicts with the submitted construction drawings illustrating the expansion on the East side, North corner.”* The applicant’s response to this item refers to the new construction drawings with no explanation. The new construction drawings show the exact same conflict as outlined before. Later in item 3d, it states that *“Crown has advised that the original intended OCI leased area was outside of the area covered by the ground lease so OCI proposes to use the area noted in the construction drawings.”*

This statement does not change the fact that the applicant is required to submit accurate and consistent documentation. If the leased area is changed, the corrected/amended lease must be submitted, documenting that OCI has the right to proceed in the proposed area.

c) As stated in our February 12, 2007 letter: *“The lease between the City and Sprint Spectrum later transferred to Global Signal, in section 11.1 states that the city’s consent is required for subletting. No consent has been provided.”* and

d) As stated in our February 12, 2007 letter, *“It was also discussed in the pre-application site visit and conference call, that this consent must include permission to expand the fenced compound as proposed.”*

The City has approved the Subletting. See attached letter which must be included in the application.

7.) Section 8-I 10 of the Local Law states:

The type, locations and dimensions of all proposed and existing landscaping, and fencing

a) As stated in our February 12, 2007 letter: *“Applicant must state that they will paint the posts green as well as adding the green-colored slats in the fence in the front (street-side) of the compound.”*

The new construction drawings show the green slats to be added but there is no mention that the fence posts will be painted green. Acknowledgement of this requirement is needed.

b) As stated in our February 12, 2007 letter: *“It was discussed that there will be plantings placed in front of the compound (on the street side), except immediately in front of the gate:*

*1) The “shrubs” illustrated in the site plans do not appear to be large enough to screen the fence. The plantings must be, at the time of planting, at least as tall as the fence.”*

The new construction drawings illustrate four foot six inches (4’6”) tall arborvitaes are proposed. As agreed to in the February 19, 2007 conference call, the trees must be at least six feet (6’) tall.

13.) Mr. Capozzi from the City Building Dept informed us that an expansion of the turn around area would not be required due to the compound’s close proximity to the road.

14.) Section 8-Y of the Local Law regarding SEQRA requirements:

As stated in our February 12, 2007 letter: *“The application does include a Full EAF. There is information in the EAF that conflicts with the application. On page two (2) item A-2 and page three (3) item B-1 b both refer to the current size of the compound and the ‘after completion’ size. Both state the same figure. The application and construction drawings propose an expansion to the compound. This must be corrected.”*

a) This is still the case in the new EAF. The numbers have been changed, from “.008 acres” to “.06 acres.” However it still states the same number for “Presently” and well as “After Completion.” This can not be accurate if the compound is to be expanded. See page 3 item #2.

b) On page 2, the “Name of Action” has now changed to “Installation of new equipment cabinets” – This is a Co-location of WTF and should state such.

#### 19.) Section 24-A - Indemnification

A. Any application for Wireless Telecommunication Facilities that is proposed for City property, pursuant to this Law, shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the City and its officers, Councils, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising there from, either at law or in equity, which might arise out of, or caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, expecting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys’ fees, consultants’ fees, and expert witness fees are included in those costs that are recoverable by the City.

The statement in the law, quoted above, was submitted in the first application but was not on T-Mobil letterhead and it was not signed. Now the applicant states *“Because OCI has no direct contractual relationship with the City, it is inappropriate for the City to require an indemnity from OCI.”* As stated in our February 12, 2007 letter: *“The indemnification (paragraph above) needs to be on T-Mobile letterhead and signed by the applicant.”*

T-Mobile/Omnipoint is the Applicant. They need to indemnify the city. This is not a contractual issue.

We need answers to items three (3), seven (7), fourteen (14) and nineteen (19) before we can recommend the City schedule the Public Hearing. If you have any questions please contact me at (518)439-3079 or Sue Marino at (585)349-0584.

Sincerely,  
Richard A. Comi  
CMS

MOVED by Alderman Schwandt                      SECONDED by Alderman Brick  
That the Common Council hereby schedules a public hearing for January 15, 2008 at 6:45pm Application of T-Mobile for a Special Use Permit to Co-locate Antennas on the Existing Tower at 706 Sandra Lane, which is leased from the City.  
CARRIED.

C.  
Tom Dickey

December 3, 2007

City Clerk  
216 Payne Ave.  
North Tonawanda, NY 14120

To: Tom Jaccarino, City Clerk and Common Council of North Tonawanda members,

I am requesting you to consider my property located at street address 155 Madison Avenue. I have attached a survey map to visualize the layout of a so termed "paper street" and neighboring property lines. My earnest request is that the frontal portion parcel would be made available to me for purchase acquisition, so that I would have the ability to ad a garage. I currently have no garage at all. The property in consideration here begins 20 feet in front of my front door and extends 40 feet wide by 40 feet deep, noted on map. The parcel is uniquely in the front of my house, and it is in the back yard of any other dwelling. Please let me know of any question or decision pertaining to my request.

Sincerely,  
Tom Dickey  
433-1825 home  
481-8110 cell

MOVED by Alderman Sommer                      SECONDED by Alderman Schwandt  
That the Common Council hereby refers the aforementioned request to the City Engineer and City Assessor for their recommendation.  
CARRIED.

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D.  
Thomas Murphy

December 12, 2007

Members of the City of North Tonawanda Common Council:

Please accept this letter of request to purchase property owned by the City of North Tonawanda. This property is located between 102 and 126 Old Falls Boulevard and has a frontage of 138.95 feet on the Old Falls Boulevard. This vacant lot is located between number 43362-110901 and 43372-110877.

This property has an easement of approximately 40-foot on the left side. According to the city engineer, this easement is used for the underground water lines to the golf course and should not affect the sale of the remainder of this property. Thus, it is my request to purchase the remaining property to build a single-family home of about 2,200 square feet with an attached garage (see attached floor plan). If allowed to purchase said property, it would be concluded that the owner of this property would be responsible for the upkeep and maintenance of the complete lot, including the easement. To complete the back of the lot, it would be left up to the jurisdiction of the City Council to square the lot, to the property line of either of the side properties.

Thank you for the consideration given to my request. If you have any questions concerning my request, please feel free to contact me at 716.418.3555.

Sincerely,  
Thomas K. Murphy

**MOVED by Alderman Donovan**

**SECONDED by Alderman Rizzo**

**That the Common Council hereby approves the sale of the newly created lot with a 138.95' frontage by approximately 237' depth, located to the north of 102 Old Falls Blvd. (183.09-1-26) and south of 126 Old Falls Blvd. (183.09-1-7.1) to Thomas K. Murphy for \$24,800 subject to review of the City Attorney and City Engineer.**

**Ayes: Brick, Rizzo, Schwandt, Donovan, Sommer**

**(5)**

**Nays: None**

**(0)**

**CARRIED.**

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### **AUDIENCE PARTICIPATION**

**Dan Ross, 466 Wurlitzer Drive – Thanked Nancy Donovan, Cathy Schwandt and Tom Jaccarino for their help.**

**Peggy Bartolomei, 500 Orchard Place – Talked about the Emergency Management Group – Community Emergency Response Team.**

**Cathy Kern, 1248 Greenbrier – Stated that she was glad that the council did not approve the rezoning of the property on Ward Road and that they should have the same consideration for the residents in the proposed Wal-Mart area.**

**Dennis Pasiak, 362 Warner Avenue – Thanked Alderman Russ Rizzo for his dedicated service.**

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### **ADJOURNMENT**

**MOVED by Alderman Sommer**

**SECONDED by Alderman Donovan**

**That this regular session of the Common Council be and hereby is adjourned.**

**CARRIED.**

**Time of Adjournment: 6:10P.M.**

**Respectfully submitted,**

**Thomas M. Jaccarino  
City Clerk**