

THE HONORABLE BODY
Council Chambers
Municipal Building
North Tonawanda, New York 14120
Tuesday, August 7, 2018
6:36 P.M.

REGULAR SESSION CALLED TO ORDER BY PRESIDENT ZADZILKA

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: President Zadzilka
Alderman Braun, Berube, Pecoraro, Tylec

Absent: None

Also Present: Mayor Arthur G. Pappas
City Attorney Luke Brown

AUDIENCE PARTICIPATION – None

APPROVAL OF THE MINUTES OF THE SPECIAL SESSION JULY 24, 2018

MOVED by Alderman Zadzilka SECONDED by Alderman Tylec
That the minutes of the special session meeting held July 24, 2018 be approved as circulated
and filed in the Office of the City Clerk.
CARRIED.

PROOF OF PUBLICATION PUBLISHED 7/27/2018

- 1) Legal Notice – Notice of Finding of no Significant Impact and to Request Release of**
Funds to undertake a project known as Woodcock Brothers Brewing Co. – Mayor

MOVED by Alderman Pecoraro SECONDED by Alderman Zadzilka
That the Common Council hereby receives and files the aforementioned Proof of
Publications.
CARRIED.

COMMUNICATIONS FROM CITY OFFICIALS

III.1 Clerk-Treasurer

July 12, 2018

Hon. Mayor and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, NY 14120

Re: East Hill Foundation Grants – 2019

Dear Honorable Body:

We have been advised that the grants for the 2019 year have been approved by the East Hill
Foundation for area non-profit organizations, as required under their PILOT agreement

08-07-2018

with the City of North Tonawanda. As you know, the grants must total \$52,000, per the Agreement dated July 1, 2012, and these grants represent year 7 of the multi-year Agreement.

The 2019 grants and recipients are attached for your information.

Should you have any questions, please do not hesitate to contact me.

Regards,
Daniel R. Quinn
City Clerk-Treasurer

MOVED by Alderman Braun **SECONDED** by Alderman Tylec
That the Common Council hereby receives and files the East Hill Foundation Grants for 2019.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)

Nays: None (0)

CARRIED.

III.2 Clerk-Treasurer

July 31, 2018

Honorable Mayor and
Common Council
216 Payne Ave – City Hall
North Tonawanda, NY 14120

Re: Dog Control Officer

I am requesting the council wave the resident requirement and appoint Eric Salisbury of 3669 Julie Ct., North Tonawanda as Dog Control Officer. Mr. Salisbury has performed this job from 2006-2012 for the Towns of Dunkirk and Sheridan. He is also currently a member of the North Tonawanda Auxiliary Police.

Regards,
Daniel R. Quinn
City Clerk-Treasurer

MOVED by Alderman Zadzilka **SECONDED** by Alderman Pecoraro
That the Common Council hereby approves the appointment of Eric Salisbury, 3669 Julie Ct., as the Dog Control Officer and waves the residency requirement for said appointment.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)

Nays: None (0)

CARRIED.

III.3 Clerk-Treasurer

July 31, 2018

Honorable Mayor and
Common Council
216 Payne Ave – City Hall
North Tonawanda, NY 14120

Re: Record of Activities Result

Dear Common Council:

I am requesting you pass this resolution amending the Record of Activities Results (ROA) that was passed at a Council meeting on March 6, 2018. I am requesting that the EOA for Alderwoman Donna Braun be changed to 21.91, Alderman-at-Large Robert Pecoraro be changed to 32.60, and Alderman-at-Large Austin J. Tylec be changed to 21.98.

Regards,
Daniel R. Quinn
City Clerk-Treasurer

MOVED by Alderman Berube SECONDED by Alderman Braun
BE IT RESOLVED, that the City of North Tonawanda hereby amends the (ROA) that was passed at Council meeting dated March 6, 2018 as standard work days for elected and appointed officials and request that the ROA be changed for the following elected officials:

Alderwoman Donna Braun changed to 21.91
Alderman-at-Large Robert Pecoraro changed to 32.60
Alderman-at-Large Austin J. Tylec changed to 21.98

Daniel R. Quinn
City Clerk-Treasurer

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.

III.4 Clerk-Treasurer

July 25, 2018

Mayor and Common Council
216 Payne Ave – City Hall
North Tonawanda, NY 14120

Re: 136 Keil Street water bill

I am requesting that the sewer portion of Mr. Rocco Giansante, 136 Keil Street water bill be waved for extenuating circumstances. The pipe broke in a crawl space and drained onto the ground, not into our sewer system. Mr. Giansante has continued to make payments on his water bill and has always been on time.

Regards,
Daniel R. Quinn
City Clerk-Treasurer

MOVED by Alderman Pecoraro SECONDED by Alderman Braun
That the Common Council hereby approves of waving the sewer portion for Rocco Giansante, 136 Keil Street, water bill.
Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.

V. Supt. Wastewater/Water

August 1, 2018

Honorable Mayor Arthur G. Pappas
And Common Council
216 Payne Ave – City Hall
North Tonawanda, NY 14120

Re: Award of Annual Bid for Natural Gas at the Water and Wastewater Treatment Plants

Honorable Body:

On July 11, 2018 four (4) bids were received and opened for the provision of Natural Gas to the Water and Wastewater Treatment Plants for the 12 month period from Sept. 2017 – Aug. 2018.

Based upon these bids and the attached recommendation of our energy consultant

EnerScope, I would like your approval of EnergyMark, LL, 6652 Main St., Williamsville, NY 14221, at their low bid for Natural Gas as follows:

- Wastewater Treatment Plant: The index method for full requirements at the monthly NYMEX Natural Gas Futures settlement price minus (-) \$.2000 per Dth. (Method#3). Estimated yearly cost is \$39,958

Based upon these bids and the attached recommendation of our energy consultant EnerScope, I would like your approval of New Wave Energy Corporation's, 434 Delaware Ave., Buffalo, NY 14202, at their low bid for Natural Gas as follows:

- Water Filtration Plant: The fixed annual price at \$3.1744 per Dth. (Method#1). Estimated yearly cost is \$9,863

The awarding of this contact is subject to review and approval by the City Attorney.

Please contact me if you have any questions or concerns regarding the Bid Award. Thank you for your time and consideration of my request.

Sincerely,
William M. Davignon
Superintendent of Wastewater/Water

MOVED by Alderman Berube SECONDED by Alderman Zadzilka
That the Common Council hereby awards the bid for Natural Gas to EnergyMark, LL, 6652 Main St., Williamsville, NY 14221, at their low bid as follows:

- Wastewater Treatment Plant: The index method for full requirements at the monthly NYMEX Natural Gas Futures settlement price minus (-) \$.2000 per Dth. (Method#3). Estimated yearly cost is \$39,958

Council also awards the bid for Natural Gas to New Wave Energy Corporation's, 434 Delaware Ave., Buffalo, NY 14202, at their low bid as follows:

- Water Filtration Plant: The fixed annual price at \$3.1744 per Dth. (Method#1). Estimated yearly cost is \$9,863

Subject to review by the City Attorney.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.

VII.1 Accountant

August 1, 2018

Honorable Arthur G. Pappas, Mayor
and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, NY 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 August 7, 2018 and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,
Amanda Reimer
City Accountant

MOVED by Alderman Pecoraro SECONDED by Alderman Braun
That the Common Council hereby authorizes for payment the current Abstract of Claims for Common Council Audit dated August 7, 2018 and further authorizes the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant:

01	General Fund	\$895,997.78
02	Water Fund	203,448.76
04	Sewer Fund	169,197.37
06	Capital Project Fund	389,472.56
07	Trust & Agency Fund	<u>3,527.30</u>
00	Final Total	<u>\$1,661,643.77</u>

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.

VII.2 Accountant

August 1, 2018

**Honorable Arthur G. Pappas, Mayor
and Common Council
City Hall
North Tonawanda, NY 14120**

Dear Honorable Body:

In accordance with Article V, Division 2, Section 5.023 and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following transfers of fiscal year 2018 appropriations, based on the request of the Department Head, copy attached.

<u>Control Number</u>	<u>Dollar Amount</u>	<u>Increase Expenditure Account</u>	<u>From Reserve Account</u>
12	\$350,000	004.8130.0421 Ferric Chloride R&M	004.0878.0000 Reserve for Capital Projects (Ferric Chloride)

**Regards,
Amanda Reimer
City Accountant**

MOVED by Alderman Zadzilka SECONDED by Alderman Pecoraro
That the Common Council hereby authorizes the City Accountant to make the following Budgetary Transfers of fiscal year 2018 appropriations, based on the request of the Department Head:

<u>Control Number</u>	<u>Dollar Amount</u>	<u>Increase Expenditure Account</u>	<u>From Reserve Account</u>
12	\$350,000	004.8130.0421 Ferric Chloride R&M	004.0878.0000 Reserve for Capital Projects (Ferric Chloride)

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.

XVII. Traffic Safety

July 24, 2018

**Daniel R. Quinn
City Clerk-Treasurer
216 Payne Avenue
North Tonawanda, NY 14120**

Traffic Safety Minutes:

The July 2018 meeting of the North Tonawanda Traffic Safety Committee was held between members Frank, Sikora, and Daigler to discuss special issues for the summer months.

1. The Mayor's Office received a call from a concerned citizen who stated that there needed to be a speed limit sign on Wall Street. Member Daigler will look into this problem and administer any signs that are needed.
2. An anonymous caller stated that the area of Ruie Road between Nash Road and Vanderbilt Drive should be an all year school zone due to the Boces program that runs all year. The Boces program is connected to the new intermediate school. Mayor Pappas and Assistant City Attorney Robinson agreed. Member Daigler will add signs to each end of the school zone which state "School All Year".
3. A concerned citizen informed Member Frank that the "NO Turn on Red" sign at River Road and Ward Road was not being obeyed during the Gratwick Park concerts. NTPD patrols will watch the intersection.
4. An anonymous neighbor wanted the committee to check the area of Warner Road and Frontier Avenue for numerous vehicles parked in the street, which they believe is a traffic hazard. Member Frank and 2 other NTPD patrolmen checked the area at different times of the day and it was found that there were numerous cars in the street during the evening hours. These vehicles were not illegally parked and there were no safety issues. At this time it is proposed that the neighbors discuss the issue and come to a compromise.
5. Paula Newman wrote a letter stating that she would like to have a three way stop at the corner of Ruie Road and Ward Road. Member Frank spoke with the director of the day care which is located at the corner of Ward/Ruie Road. The director, Julie Haskill, stated that she did not see a problem with the intersection. The committee has not been receiving complaints and there have been no accidents there recently. Member Daigler will speak to Haskill again and see if we can help her with entrance, exit, and day care signs. Committee members will watch this intersection to see if we are having problems. Member Frank will also have the traffic car check the area at different times of the day.
6. John Divirgilio would like the committee to look into removing the stop signs at the corner of Payne Avenue/Christiania Street and Payne Avenue/Goundry Streets. We will table this discussion until the September meeting when we can discuss this with all members of the committee.
7. Bob Earnst of 973 Thomas Fox Drive would like the committee to check on the curve on Thomas Fox Drive between Fairmont Drive and Guy Street for vehicles "bouncing" off the curb. Member Frank will have the traffic car look into this problem.

Traffic Safety Committee will reconvene in September

Travel Safely,
Robert J. Frank

MOVED by Alderman Berube **SECONDED** by Alderman Tylec
That the Common Council hereby receives and files the Traffic Safety recommendations from their July meeting.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)

Nays: None (0)

CARRIED.

XXV. Monthly Reports

.1 Clerk-Treasurer

MOVED by Alderman Zadzilka **SECONDED** by Alderman Pecoraro
That the Common Council hereby, approves and receives and files the aforementioned Monthly Report.

CARRIED.

XXVII. Annual Reports

.1 Building Inspector

MOVED by Alderman Pecoraro SECONDED by Alderman Berube
That the Common Council hereby, approves and receives and files the aforementioned
Annual Report.
CARRIED.

XXXII. Community Development

July 30, 2018

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

Re: Proposed Inter-Municipal Agreement with City of Niagara Falls and
Town of Wheatfield

Dear Honorable Body:

Please see enclosed for a proposed Inter-Municipal Agreement (IMA) between City of North Tonawanda, City of Niagara Falls, and Town of Wheatfield. This IMA pertains to the proposed construction of a bicycle/pedestrian trail primarily through Wheatfield and connecting to existing paths in North Tonawanda and Niagara Falls.

The proposed path would approximately follow River Road and would complete the Niagara Shoreline Trail connecting Buffalo to Niagara Falls along the Niagara River shore. The majority of the project takes place within Wheatfield but would require a small section of path be built in North Tonawanda from the Wheatfield town line to Witmer Road, creating safe connection to Gratwick Park. This project is pending grant funding applications by the Town of Wheatfield and City of Niagara Falls.

Completion of the Niagara Shoreline Trail is a regionally significant effort and will also help residents of North Tonawanda better connect to the rest of the Buffalo Niagara region. At this time I'd like to request consider authorizing the enclosed Inter-Municipal Agreement.

Thank you for your time and consideration.

Kindest regards,
Michael Zimmerman
Director of Community Development

MOVED by Alderman Zadzilka SECONDED by Alderman Berube
That the Common Council at a regular session meeting, held at City Hall, 216 Payne Avenue,
North Tonawanda, New York at 6:30PM on August 7, 2018 the following resolution was
passed:

INTER-MUNICIPAL AGREEMENT

This Inter-Municipal Agreement (the "Agreement") made this 7th day of August, 2018 by and between the City of Niagara Falls, a Municipal Corporation having offices at 745 Main Street, Niagara Falls, NY 14302 ("CNF") and the City of North Tonawanda, NY, a Municipal Corporation having offices located at 216 Payne Avenue, North Tonawanda, NY 14120 ("CNT") and the Town of Wheatfield, a Town located in the Town of Wheatfield, NY with offices located at 2800 Church Road, Wheatfield, NY 14120 ("Town").

WHEREAS, the New York State Department of Transportation has made available the sum of \$100,000,000.00 in funding through the Transportation Alternatives Program (TAP) and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) or "TAP" in support of innovative, transformative transportation improvements for New York State communities,

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including bicycle, pedestrian, multi-use paths and/or projects that will help meet the requirements of the Clean Air Act by reducing congestion and vehicle emissions; and

WHEREAS, CNF, CNT and the Town are collaborating together with the Niagara River Greenway Commission on a project known as the “**Niagara River Greenway Connecting Trails Project**” (the “Project”), which is a series of connecting bicycle and pedestrian multi-use trails through each respective municipality, that will satisfy the transportation goals of the TAP Program, the priority objective of the region’s Niagara River Greenway Plan, as well as , the quality-of-life and waterfront development goals for each municipality; and

WHEREAS, upon Project completion, each respective municipality will be responsible for maintaining that portion of the Project that is located within the geographic bounds of each respective municipality; and

WHEREAS, the total Project cost is \$4,774,713.00 of which 80% is being applied for pursuant to the TAP Program; and

WHEREAS, while each respective municipality is an acceptable Project applicant and sponsor as determined by the New York State Department of Transportation, the CNF will act as Niagara River Greenway Connecting Trails Project sponsor and be responsible for Project implementation on behalf of CNF, CNT and the Town; and

WHEREAS, the required 20% local match amount of approximately \$980,000.00 will be paid by The Ralph C. Wilson Jr. Foundation, a charitable foundation that seeks to invest in building stronger more sustainable communities, The Niagara Greenway Commission and/or Niagara County Greenway Host Committee, or other donor; and

WHEREAS, CNT and the Town agree that CNF is best suited to manage and undertake the Project on behalf of the three municipal entities that are parties to this Agreement; and

WHEREAS, attached hereto are surveys of the Project that depict the portions of the Project passing through each respective municipality; and

WHEREAS, the Town presently has in place an assignable Federal grant, the balance of which shall be assigned, to the CNF, to undertake work on that portion of the Project that passes through the Town; and

WHEREAS, the Town will assign the Federal grant, and other similarly applicable funds, to CNF to enable CNF to manage and oversee construction of that portion of the Project that passes through the Town; and

WHEREAS, it is anticipated that work on the Project will commence in March of 2019 and will be concluded in July of 2021.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of this Agreement shall commence upon the execution of this Agreement by all parties and shall end in July of 2021 or whenever the Project is completed, whichever is later.
2. Funding. CNF, CNT and the Town each agree that each will diligently apply for or assist with any application for funding pursuant to the TAP program and that any such funds obtained will be utilized for the planning, design and construction phases of the Project as it is located within the geographic bounds of each respective municipality and that any such funds obtained by each respective municipality will be assigned to CNF for the purpose described herein.
3. Cost Overruns. Any change orders or other increases to the estimated cost of the Project of \$4,774,713.00 must first be agreed to by all parties to this Agreement.

In the event the total Project cost exceeds the estimated cost of \$4,774,713.00, each party to this Agreement agrees to be responsible for that portion of the cost overrun that is equal to the portion of the Project that passes through the corporate bounds of each respective municipality as it relates to the entire Project. To illustrate, if the cost overrun is \$10,000.00 and 25% of the Project passes through CNT and 25% of the

Project passes through the Town, and 50% of the Project passes through CNF, and CNT's portion of the cost overrun is \$2,500.00, the Town's portion of the cost overrun is \$2,500.00 and the CNF's portion of the cost overrun is \$5,000.00.

4. Project Responsibility. CNF agrees to be solely responsible for the planning, design and construction of the Project in total, including those portions of the Project that are located within the municipal bounds of CNT and the Town and will utilize all TAP funds and grants obtained by CNF, CNT and the Town and assigned to CNF for this purpose inclusive of any grant from the Niagara River Greenway Commission and /or Local Greenway Host Committees, the Ralph C. Wilson Jr. Foundation, or other donor.
5. Easements. During all phases of the Project, including planning, design and construction, CNT and the Town each grant to CNF and its agents and contractors and consultants, easements to go onto each municipality's property in the vicinity of the Project as shown on the attached survey in order to facilitate the construction of the Project. CNF agrees that any areas adjacent to the Project, which may be disturbed during the construction phase of the Project, will be restored to its original condition, reasonable wear and tear accepted.
6. Local Match. Each party to this Agreement acknowledges and agrees to be responsible for obtaining any respective local matches that are required pursuant to the TAP Program or any other source of funding necessary to complete the Project in a timely fashion.
7. Indemnification. To the extent permitted by law, each party hereto shall indemnify, defend and hold harmless the other party, and their respective officers, directors, shareholders, employees, agents and representatives from and against any and all claims, liabilities, damages, injuries and expenses (including reasonable attorney's fees and court costs), of any nature whatsoever arising out of or incidental to the indemnifying parties acts or omissions, or those of its employees, agents representatives and contractors, in connection with this Agreement except that any such indemnified party shall not be indemnified for losses resulting from its own fraud, sole negligence or willful misconduct.

CNF agrees to require any of its contractors performing work under this Agreement to comply with the insurance requirements attached hereto.

The City of Niagara Falls is self-insured and will provide CNT and the Town with a statement of self-insurance prior to commencing any work on the Project.

8. Assignment or Subletting. No party to this Agreement shall assign this Agreement or sublet any part of this Agreement without the express written approval of all parties to this Agreement.
9. Inspections. Each party to this Agreement may review or inspect any and all documents and records pertaining to the Project maintained by CNF upon reasonable notice to CNF and may conduct periodic inspections of the Project as it progresses.
10. Timing of Construction The parties agree that the construction of the Project is anticipated to commence in March of 2019 and conclude at some point in July of 2021. It is understood and agreed that these are target dates and may change from time to time depending upon weather conditions and various other factors that may adversely impact construction.
11. Contingencies. The parties to this Agreement agree that the commencement of the Project is contingent upon:
 - a. Funding becoming available to each respective Municipality pursuant to the TAP/CMAQ Program, and/or other grant-source, and that any and each local match being available to each respective Municipality.
 - b. A contribution of \$980,000.00 to the Project, and/or the CNF as Project sponsor, representing the required local matching funds.
 - c. The approval of the City Council of the CNF, the Common Council of the CNT and the Town Board of the Town by TAP/CMAQ Grant Application Deadline of August 16, 2018.
 - d. In the event that any of the contingencies described herein are not satisfied sufficiently within 90 days from the date the State of New York announces the next round award of

TAP/CMAQ grant funding, then this Agreement will be null and void and of no force or affect.

12. Notices. Any notice permitted or required to be given by the terms of this Agreement shall be in writing and shall be deemed sufficiently given if hand delivered, sent by nationally recognized overnight courier service (such as Federal Express, UPS Overnight, etc.), or sent by certified mail, return receipt requested, as follows:

To CNF: City of Niagara Falls
745 Main Street
Niagara Falls, NY 14302
Attn: Office of Mayor
Paul A. Dyster

With Copy to: City of Niagara Falls
745 Main Street
Niagara Falls, NY 14302
Attn: Office of Planning and Economic Development
Thomas J. DeSantis, AICP

To CNT: City of North Tonawanda
216 Payne Avenue
North Tonawanda, NY 14120
Attn: Office of Mayor

To Town: Town of Wheatfield
2800 Church Street
Wheatfield, NY 14120
Attn: Office of Town Supervisor

Notices given pursuant to this section shall be deemed to have been received:

- a. If personally delivered, upon delivery;
 - b. If sent by certified mail, three (3) days after the notice was mailed; or
 - c. If sent by nationally recognized overnight courier service, one day after sending.
- Either party, by written notice given in accordance with this section, designate a different address or addresses to which such notices shall be sent.

13. Successors and Assigns. The terms, covenants, conditions and agreement set forth herein shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the parties (to the extent assignment is permitted hereunder).
14. Authority. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the party for which he or she is signing, and that his or her signature binds such party to the terms and provisions of this agreement.
15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.
16. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York without reference to principles of conflicts of law.
17. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Subject to review by the City Attorney.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka

(5)

Nays: None

(0)

CARRIED.

COMMUNICATIONS FROM OTHERS

A.
Michael Montante

June 1, 2018

Hon. Mayor Pappas
And Common Council Members
216 Payne Avenue/ City Hall
North Tonawanda, NY 14120

Dear Honorable Body:

I am writing to you to formally request a leave of absence due to an injury I sustained on my way to work at the DPW of North Tonawanda on Saturday December 30, 2017.

I have had several different treatments and or surgical procedures and find I will require one more surgery. I am sorry to say this will keep me out of work longer than expected.

I am in the process of applying for FMLA as I have now exhausted all of my paid time off. My surgeon's office is completing the necessary forms to be submitted at this time.

I am requesting a leave of at least one year under Section 11.21 of the AFSCME contract to allow enough time to heal, however I will return to work as soon as possible upon receipt of my doctor okay to do so.

I appreciate your assistance in this matter and hope to return soon.

Sincerely,
Michael A. Montante

MOVED by Alderman Pecoraro SECONDED by Alderman Braun
That the Common Council hereby grants a one year leave of absence to Michael Montante from his position at the Department of Public Works effective July 9, 2018.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)

Nays: None (0)

CARRIED.

LATE COMMUNICATION

MOVED by Alderman Zadzilka SECONDED by Alderman Tylec
To bring the following communication to the floor

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)

Nays: None (0)

CARRIED.

Alex Domaradzki

August 3, 2018

Mayor Arthur Pappas
And Common Council Members
216 Payne Ave. / City Hall
North Tonawanda, NY 14120

Re: Leave of Absence Request

I am officially requesting a one year leave of absence as Youth Center Supervisor effective Friday August 10, 2018 due to my provisional appointment to the position of Director of the Youth, Recreation & Parks Department.

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The Civil Service exam for this position will be administered on September 29, 2018 with the results not anticipated to be announced until January 2019. The leave of absence request according to CSEA contract allows for a return to my position as Youth Center Supervisor should circumstances arise that would result in dismissal, or should I choose to return to my previous position within the requested leave of absence period.

Alex Domaradzki

MOVED by Alderman Pecoraro SECONDED by Alderman Braun
That the Common Council hereby grants a one year leave of absence to Alex Domaradzki from his position as Youth Center Supervisor, effective Friday August 10, 2018 to take a provisional appointment as Director of the Youth, Recreation & Parks.
Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.

MOVED by Alderman Braun SECONDED by Alderman Pecoraro
To bring the following communication to the floor
Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.

#1.
Mayor

August 3, 2018

City of North Tonawanda
Common Council
216 Payne Avenue
North Tonawanda, NY 14120

Re: Appointment of Director of Youth, Recreation and Parks

Dear Honorable Body:

Please be advised that I am provisionally appointing Alex Domaradzki, 1383 Sherwood Ave, North Tonawanda, as Director of Youth, Recreation and Parks, effective August 10, 2018, pending results of the required civil service exam scheduled for September of this year. His starting pay will be \$79,654 step 1 of the existing OPIEU salary schedule.

I feel confident he is well qualified to do the best job on behalf of the residents of the City of North Tonawanda.

Please feel free to contact me should you have any further questions.

Sincerely,
Arthur G. Pappas
Mayor

MOVED by Alderman Zadzilka SECONDED by Alderman Pecoraro
That the Common Council hereby receives and files the provisional appointment of Alex Domaradzki, 1383 Sherwood Ave, North Tonawanda, effective August 10, 2018, as Director of Youth, Recreation & Parks pending results of the required civil service exam scheduled for September of this year, with a starting pay of \$79,654 of the existing OPIEU salary schedule.
CARRIED.

AUDIENCE PARTICIPATION –

Alex Domaradski 1383 Sherwood Ave. – I would like to thank the Mayor and the City for this appointment as Director of Parks and Recreation.

Patricia Wentz 722 Nash Rd. – I am the part time clerk at the Senior Center and I will be retiring on August 10th and I would like to thank the City for giving me this opportunity. I would also like to wish Alex good luck.

Sue Wilke 329 Miller St. – I am very disappointed that a housing complex is going to be built on Sweeney Street. You guys don't seem to care or have the knowledge of how this is going to affect the community and environment. This is going to affect your grandkids.

Larry Weatherbee 716 Sweeney St. – Traffic on Sweeney Street is horrible. Cars do not drive the speed limit, they go 40 mph or faster. I have talked to Traffic Safety and asked if they could monitor the speed, which they did. The City needs to put stop signs up on Sweeney. I would like you guys to come down for yourselves and monitor the traffic.

Patricia Brosius 1108 Marcia Dr. – I would like to publicly congratulate Alex Domaradski on being appointed Director of Youth, Recreation and Parks. He is going to do a great job.

Chris Wolf 47 Pinewoods Dr. – I am new to NT, I have only lived here for a couple of years. I love the Park, but it is extremely dark at night. So much goes on in the Park late at night. Another issue is when you are turning left on Twin Cities at the Hospital or at the next intersection they are horrible. It does not give you enough time to turn.

Rick Hoople 1455 Doebler Dr. – I would like to pass on my concerns of the paving at the end of my dead-end street. I have a pot hole in front of my house that has been there for 20 years. Also, the dead-end section of the street is crumbling around the edges.

Rob DePaolo 216 Payne Ave. – On behalf of the Niagara Regional Land Corporation, I would like to keep you guys in the loop and we did receive the deed for 250 Miller Street today and Treasurer Quinn did post a link to their website on the Cities Website.

ADJOURNMENT

MOVED by Alderman Pecoraro SECONDED by Alderman Berube
That this regular session of the Common Council be and hereby is adjourned.
CARRIED.

Time of Adjournment: 7:34 P.M.

Respectfully submitted,



Daniel R. Quinn
City Clerk-Treasurer