

MATTHEW L. PARISH
City Clerk-Treasurer
mattparish@northtonawanda.org

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

City of North Tonawanda

OFFICE OF THE CITY CLERK - TREASURER
VITAL STATISTICS
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

Treasurer's Office: (716) 695-8575
Clerk's Office: (716) 695-8555
Fax: (716) 695-8557

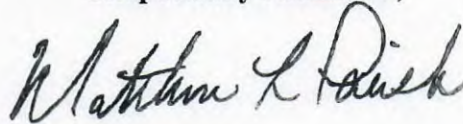
July 11, 2019

The following meetings have been scheduled for TUESDAY, JULY 16, 2019:

4:45PM Common Council - Re: Agenda Discussion

5:00PM Common Council Meeting in the Common Council Chambers.

Respectfully submitted,



**Matthew L. Parish
City Clerk-Treasurer**

**TO: Honorable Mayor & Common Council
President Zadzilka
Aldermen Braun, Berube, Pecoraro, Tylec**

FROM: Matthew L. Parish, City Clerk-Treasurer

RE: Agenda for regular session TUESDAY, JULY 16, 2019 5:00PM

THERE WILL BE NO AUDIENCE PARTICIPATION

PROOF OF PUBLICATION PUBLISHED 6/29/2019

- 1) Legal Notice – Public Hearing to discuss the City’s Economic Development programs and submission of an application to the NYS Office of Community Renewal for Community Development Block Grant Funding – Community Development**

PROOF OF PUBLICATION PUBLISHED 7/1/2019

- 1) Legal Notice – Completion of the 2019 Final Assessment Roll – City Assessor**

COMMUNICATIONS FROM CITY OFFICIALS

- | | | |
|----------------------------------|---|--|
| II. Attorney | - | Re: Approval of Proposed School Resource Officer Agreement between City of North Tonawanda and North Tonawanda City School District |
| V. Supt. Water/Wastewater | - | Re: Approval of G&G Municipal Consulting and Grant Writing to perform a Municipal Housing Income Survey |
| VII. Accountant | - | Re: Payment of the Abstract of Claims Dated July 16, 2019 |

X. Police Chief - Re: Appointment of Jill Flanders as School Crossing Guard Supervisor

XVII. Traffic Safety - Re: Various Traffic Safety Recommendations from their June meeting

XXV. Monthly Reports

.1 Clerk-Treasurer .2 Senior Citizen Center

XXVI. Semi-Annual Vacation & Sick Day Report

.1 Building Inspector's Office

XXVII. Semi-Annual Revenue Report

.1 Building Inspector's Office

XXXII.1

Community Development - Re: Approval to submit applications to the 2019 New York State Consolidated Funding Applications for various projects

XXXII.2

Community Development - Re: Permission to submit a Grant Application to NYS Office of Community Renewal for a proposed Restaurant to be located at 624 River Road

XXXII.3

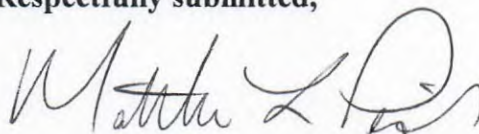
Community Development - Re: Permission to submit a Grant Application to the NYS Office of Community Renewal for a proposed Restaurant and Mixed-Use facility to be located at 110 Sweeney Street

COMMUNICATIONS FROM OTHERS

A.
Mental Health Peer
Connection

- Re: Permission to use Gratwick Park on
September 7, 2019 for their Kite Flying
Event

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew L. Parish". The signature is written in a cursive style with a large, looped initial "M".

Matthew L. Parish
City Clerk-Treasurer

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

JUL 16 2019

Janet M. Slipko, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 250938 was printed and published in said paper on the following dates:

07/01/2019

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 10 AM 11:01
NORTH TONAWANDA NY

Janet M. Slipko
Principal Clerk

Subscribed and sworn to before me this
7-1-19

Teresa L. McCarthy

Teresa L. McCarthy 02/26/2022

Notary Public Expiration Date

TERESA L MCCARTHY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC4962698
Qualified in Niagara County
Commission Expires February 26, 2022

LEGAL NOTICE
COMPLETION OF
2019 FINAL ASSESSMENT ROLL

Notice is hereby given that the 2019 Final Assessment Roll for the City of North Tonawanda, New York has been completed and verified pursuant to Section 516 of the Real Property Tax Law and is on file in the office of the City Assessor, North Tonawanda Public Library, and Niagara County Real Property Tax Services; where it is open for public inspection as provided by law. Also online: www.northtonawanda.org scroll to the bottom of the Home Page.

Barbara W. Klenke
City Assessor
#N250938

July 1, 2019
7/1/2019

City of North Tonawanda

OFFICE OF THE CITY ATTORNEY
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120-5489

JUL 16 2019

TELEPHONE
(716) 695-8590
FAX (716) 695-8592

LUKE A. BROWN
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

July 9, 2019

2019 JUL 9 PM 12:25
NORTH TONAWANDA NY

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

RECEIVED
CITY CLERK'S OFFICE

RE: Proposed School Resource Officer Agreement between City of North Tonawanda
and North Tonawanda City School District

Dear Honorable Body:

Attached, for your consideration, is a proposed School Resource Officer agreement between the City of North Tonawanda and the North Tonawanda City School District to provide for the assignment of police officer(s) to serve as school resource officers within the school district. This is a 1-year agreement to run from August, 2019 until June 30, 2020.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the agreement on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

Very truly yours,

Luke A. Brown
City Attorney

LAB/lk
Att.

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made as of the ___ day of _____ 2019, by and between the **City of North Tonawanda**, whose principal address is 216 Payne Avenue, North Tonawanda, New York 14120, (“City”) and the **North Tonawanda City School District**, whose principal address is 176 Walck Rd. North Tonawanda, New York 14120 (“School District”). The City and School District are also each referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the **City of North Tonawanda Police Department** (“Police Department”) to serve as School Resource Officers in the School District; in furtherance of multiple objectives and purposes, including but not necessarily limited to the following:

- To provide a law enforcement presence in the School District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- To provide a law enforcement resource to students, teachers, school administrators and parents;
- To provide a confidential counseling resource and/or referral to students who may be experiencing a variety of school, family, or social problems; and
- To provide education in law enforcement, as requested and appropriate.

NOW THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the School District and City hereby agree, as follows:

AGREEMENT

1. **Purpose.** This Agreement details the duties and obligations of the City and the School District in regard to the City providing the School District with the services (hereinafter “Services”) of a Police Department law enforcement officer on site at the School District to serve as a School Resource Officer (“SRO”).

2. **Place.** The SRO shall provide Services on-site at the School District’s Middle School campus and shall maintain an office in the School District’s High School. The SRO shall allocate and apportion his or her time between the Middle School campus and the High School in accordance with the needs of the School District, as requested by School District’s administration and at the Chief of Police’s discretion.

3. **Term.** The Term of this Agreement shall commence on August 30, 2019 (or, if renewed, the first day that teachers report to school) and shall terminate on June 30, 2020, unless sooner terminated in accordance with Paragraph 8(c) below, subject to the following terms and conditions:

4. **Obligations of the City:**

a. **Assignment of SRO and Alternate(s).** The City shall provide the School District with one armed and uniformed Police Officer to provide Services as a School Resource Officer to the School District during the months of September through June, on days when school is in session. On such days, when the Police Officer who is assigned to the School District is absent with leave or otherwise wholly unavailable to provide Services to the School District, the City shall make a good faith effort to assign an alternate Police Officer to provide Services to the School District, but only if the School District requests that an alternate Police Officer be assigned as an SRO during the regular SRO's absence.

b. **Training/Qualifications of School Resource Officers.** The City shall be responsible for ensuring that all individuals performing Services under this Agreement are appropriately trained, and licensed and/or credentialed, in accordance with applicable law. Upon request, copies of any required license or required credential(s) shall be made available to the School District by the City. If at any time during this Agreement a required license and/or required credential of any individual providing Services is terminated or suspended, the City shall prohibit such individual from performing Services and shall immediately notify the School District.

c. **Employment Waivers.** The City, as the employer, shall have primary responsibility for obtaining employment waivers, as needed, from appropriate agencies, for School Resource Officers who are retirees of a New York State Public Pension System. The School District shall collaborate and cooperate fully with the City's efforts to obtain such waivers.

d. **Duties of the SRO.** The School Resource Officer shall:

- Patrol and observe all areas of the school building(s) and grounds;
- Be visible and available to the students, faculty, and administration;
- Keep the peace and help maintain a safe and orderly school community;
- Develop and maintain a positive and open relationship with students, faculty and parents;
- Assist with community outreach, truancy reduction and drug and education and prevention services;

- Educate students about the law and law enforcement, including crime prevention and safety;
- Present educational programs to students in conflict resolution, restorative justice, crime awareness and anger management;
- Present educational programs to school employees, parents and school board members
- Facilitate counseling and mediation (as mutually agreed upon by both Parties) student-teacher and student-parent communication and conflicts and other conflict resolution;
- Build relationships by being a liaison between the Police Department and the School District;
- Address criminal activity occurring in or around the school(s);
- Survey the needs of schools and address crime and disorder problems, gangs and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Assist in developing school policy that addresses crime and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law;
- Take appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her;
- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School District's administration and

approved by the Chief of Police, which approval cannot be unreasonably withheld. This applies only to activities held on the assigned campus;

- District camera monitoring, review, and proper placement for coverage;
- Participate in district safety meetings;
- Provide security suggestions and training for transportation department and bus drivers;
- Conduct threat assessments of students prone to violence; and
- Assist school social worker and psychologist with distraught students.

Note - the SRO shall not enforce school rules. Matters of school discipline shall be referred to the appropriate building principal.

4. **Schedule.** The School Resource Officer's normal schedule will require him or her to be present from 7:30 a.m. until 3:00 p.m., Monday through Friday, while classes are in session, unless the SRO is required to be elsewhere pursuant to Paragraph 5(a) next below. However, this schedule may be adjusted, as needed, by mutual agreement, at the request of the School District's administration and with the approval of the Chief of Police, under circumstances when the School District's administration concludes that school events and/or activities occurring outside the normal 7:30 a.m. to 3:00 p.m. schedule would benefit from the law enforcement presence of the SRO. Such scheduling adjustments may include, for example, substituting evening hours, or a Saturday, for a work day, or block of worktime, that would ordinarily be provided by the SRO when school is in session.

5. **Call to Other Duty.** The School Resource Officer shall remain on Campus unless:

- a. The School Resource Officer is directed by the Police Department to respond to an emergency off the Campus.
- b. The School Resource Officer's investigation of an incident that occurred on Campus requires the Police Officer to leave the Campus.
- c. The School Resource Officer leaves Campus to obtain food and returns to the Campus to eat. (No more than twice during a shift.)
- d. The School Resource Officer leaves at the end of the shift.
- e. It is the School Resource Officer's opinion that he/she must leave the Campus in order to protect life or property off Campus.

f. The School Resource Officer is in transit, while on assignment to the School District, between the Middle School campus and the office in the High School, or vice versa.

6. **Defense and Indemnification.** The City shall defend, indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of the City, its officers, employees and/or agents. The School District shall defend, indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities to the extent such Liabilities arise from the acts or omissions of the School District, its officers, employees and/or agents. These obligations shall survive the expiration and/or termination of this Agreement.

7. **Obligations of the School District:**

a. **Duty of Cooperation.** The School District shall cooperate with the City in order to facilitate the provision of Services under this Agreement.

b. **Payment for Services.** The amount to be paid by the School District, in the 2019-20 school year shall be \$76,227. The City shall bill for Services on a monthly, pro rata basis, and the School shall pay within thirty (30) days of presentation of an invoice or voucher (at direction of the School District.)

8. **Mutual Covenants and Restrictions:** The City and School District agree and consent to the following covenants and restrictions:

a. **Independent Contractor Relationship.** Nothing in this Agreement will be construed as creating a partnership between the Parties. The City shall be providing Services to the School District as an independent contractor. Any and all Services performed by the City and its officers, employees and/or agents under this Agreement shall be performed in such capacity. SROs assigned to the School District are under the direct supervision and command of the Chief of Police of the Police Department. The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the City or its officers, employees and/or agents perform Services under this Agreement except as explicitly provided herein and/or as required by federal, state, or local laws, rules, and regulations. No City officer, employee, and/or agent shall hold himself/herself out as, nor claim to be, an officer, employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The City shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the City's acts or omissions. It is further agreed by the City and the School District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld by the School District on behalf of any

City employee, consultant, or agent. Said withholding shall be the responsibility of the City in compliance with applicable federal, state, and local laws, rules or regulations. The City agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District.

b. **Fingerprinting and Criminal Clearance.** The City shall provide a complete roster of all SROs who are reasonably expected to have direct, in-person, face-to-face contact with the School District's students, on the School District's premises, during the school year, pursuant to this Agreement. The School District, in turn, shall be responsible for submitting the fingerprints of each such person to the New York State Education Department ("NYSED") to facilitate a criminal background check and criminal clearance review process by the NYSED for each such person. The School District understands that most, if not all, of the City's SROs previously have been fingerprinted "for law enforcement purposes" and that their prints are likely already on file with the New York State Division of Criminal Justice Services ("DCJS"). However, the School District is required to obtain criminal clearance from the NYSED for each of the SROs, that explicitly clears each of the SROs to work with the School District's students, before the SROs may begin working directly with the School District's students on the School District's premises. Therefore, the School District will need to provide names and other personal identifiers about each of the SRO's who will be assigned to the School District, to the NYSED. The School District will inform the NYSED that the SROs' fingerprints are believed to be on file with DCJS so as to expedite the criminal clearance process, if possible. However, in the event that any of the SROs' fingerprints are not file with DCJS, or cannot be found or made accessible for use by the NYSED, the City agrees to have the SROs who will be assigned to the School District who will have direct contact with students on School District premises, furnish their fingerprints and submit to a criminal background check and clearance by the NYSED's Office of School Personnel Review and Accountability (OSPRA) prior to performing Services for the School District. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.

c. **Termination.** Either Party can terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. Notice shall be sent to the Parties at the addresses listed above. Termination will not relieve the School District of the obligation to pay for Services rendered up to and including the date of termination.

d. **Extension or Renewal.** This Agreement may be renewed upon the mutual agreement of both parties, and the parties agree to discuss the possibility of such renewal by April 1, 2019.

e. **Opportunity for Review by Counsel.** Both Parties acknowledge that they have had the opportunity to review this Agreement with their respective attorneys and are

prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.

f. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.

g. **Amendment/Modification.** The terms and conditions of this Agreement can only be changed in writing, executed by both Parties.

h. **Assignment.** This Agreement may not be assigned by either Party.

i. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party, regardless of who drafted it.

j. **Waiver.** The failure of any Party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving Party.

k. **Authorization.** This Agreement is authorized by a Resolution adopted by the Common Council of the City of North Tonawanda on _____, 2019 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on _____, 2019.



CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120
PHONE: (716) 695 – 8560, ext. #6411
Cell: (716) 583-1518
E-mail: billdavignon@northtonawanda.org

V

JUL 16 2019

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 11 PM 1:11
NORTH TONAWANDA NY

William M. Davignon
Superintendent

July 11, 2019

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

RE: Approval of G&G Municipal Consulting and Grant Writing to perform a Municipal Housing Income Survey.

Honorable Body:

On May 9, 2019 Wendel Engineering and I gave a presentation to you regarding the advantages for the City to have a Municipal Housing Income (“MHI”) survey done.

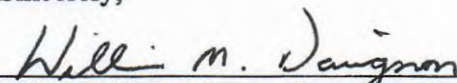
If successful, the MHI survey would help the City achieve a 0% borrowing rate for all City projects, including projects done through Lumber City Development. As an example, the City would save \$1,000,000 – \$2,000,000 over the life of a 20 year bond for phase #1 of our current \$6,000,000 Wastewater Plant Capital Improvement Plan.

Three bids have been received for this work and G&G Municipal Consulting and Grant Writing is the low bidder at a cost of \$31,750.00.

Therefore, I respectfully request that the Council grant the Mayor permission to enter into a contract with the low bidder, G&G Municipal Consulting and Grant Writing, 131 S. Union Street, Spencerport, NY 14559 in the amount of \$31,750.00 to perform a MHI survey. This contract is contingent upon the City Attorney’s approval.

Thank you for your time and consideration of our request.

Sincerely,



William M. Davignon, Superintendent

c.c. Luke Brown, City Attorney
Michael Zimmerman, Director of Community Development
Dale Marshall, City Engineer

1-30-2019

City of North Tonawanda
Hon. Arthur G. Pappas, Mayor
216 Payne Ave.
North Tonawanda, NY 14120

Re: Median Household Income (MHI) Survey-Low/Moderate Income Survey (LMI)

Mayor Pappas:

This letter of agreement serves to outline the terms under which G&G Municipal Consulting and Grant Writing (hereinafter referred to as "G&G") would perform services for the City of North Tonawanda ("the city") and the reciprocating responsibilities to be provided by the Village to ensure success of the project.

PURPOSE

G&G shall conduct an Income Survey ("survey") to determine the Median Household Income (MHI) and the Low/Moderate Income (LMI) of the city.

The MHI/LMI is used by State and Federal programs such as USDA Rural Development (RD), NYS EFC and Community Development Block Grant (CDBG) to assess funding program eligibility.

DELIVERABLES

G&G will perform the following:

1. Explain the purpose and benefits of the survey, explain the survey form, outline the survey strategy, and answer questions.
2. Obtain survey authorization if necessary.
3. Draft the survey per State and Federal guidelines and confidentiality mandates.
4. Prior to distribution, G&G will randomly number each survey with the correlated address so that households will not be resurveyed.
5. Conduct and coordinate the survey mailing. Each mailing to all known households (including rentals) in the service area will include a cover letter (approved by the city), the survey form, and a self-addressed stamped envelope (SASE).
6. **If necessary, conduct at least ten (10) door to door canvassing events of non-respondents to ensure the necessary return rate percentage (per state and federal guidelines) is achieved. G&G firmly believes the only way to obtain a favorable MHI/LMI is by going door to door.**
7. Tabulate all survey returns to calculate the MHI/LMI.

www.ggprocess.com | jay@ggprocess.com | (585) 368-8866

P.O. Box 39 | 131 South Union Street Suite E8 | Spencerport, NY 14559

8. Provide to the City and NYS EFC, a findings summary, letter report, survey methodology, and any other documentation required by the funding agencies.
9. Carry business insurance, errors and omissions insurance, workers compensation, and vehicle insurance.

City Responsibilities:

1. Provide a master list of all residences in the survey area in spreadsheet format. A fee of up to \$500.00 may apply if the municipality is unable to supply the list.
2. Promote and advertise that G&G is performing the survey and urge all residents receiving a survey to accurately complete and return the survey form in a timely manner. The survey will be noted at city meetings, posted in city offices, local print and/or other methods as appropriate. G&G will provide a sample press release.
3. Review and revise as appropriate, the draft cover letter created by G&G promoting the purpose and importance of the survey. The cover letter will be on city letterhead and used with the mailing of the survey.
4. Assist G&G with suggestions to maximize response efficiency.

COST

There are approximately 13,667 occupied households in the city. This quote will tentatively be based on the number of households provided. Survey fees may be reimbursable under certain grant programs. *A response rate of 38% (5,193 households) will be necessary for a successful survey and will require extensive door to door canvassing by G&G staff.*

FEES:

\$31,750 + postage

In rare circumstances a second targeted mailing (usually 5% of the initial mailing) is necessary in large surveys. This second mailing to approximately 750 households (likely demographic respondents) would only be conducted if absolutely necessary and with prior city approval. This cost would be discounted to \$975.00 + postage.

Thank you for your consideration. I look forward to being of service to you and your municipality. Please don't hesitate to contact me with any questions.

Respectfully,

Jay Grasso

The City of North Tonawanda represents and warrants G&G Municipal Consulting and Grant Writing, that the individual executing this Letter of Agreement on behalf of the city is duly authorized to execute and deliver this agreement, and that the terms enclosed are binding on the city.

TERMS:

\$23,000.00 down payment (includes preparation, printing, postage and mailing)

Remaining balance due upon completion of survey and submission of report to the city

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement as of the date of its signing.

City of North Tonawanda

By: _____ (print) _____ (signature)

Date: _____

Title: _____

G&G Municipal Consulting and Grant Writing

By: _____ (print) _____ (signature)

Date: _____

Title: _____

**MHI Survey
Price Quotes**

COMPANY	(MHI) Median Household Income Survey CONTRACT Cost	CITY COST(S)	TOTAL
G&G Municipal Consulting	\$31,750.00	13,667 stamps (\$7,517)	\$39,267
WCP Consultants	\$38,000.00	13,500 stamps (\$7,425)	\$45,425
Relentless Forward Progress	\$34,500.00	13,600 envelopes (est. \$800); 27,200 stamps (\$14,960)	\$50,260
Low CONTRACT Bidder:			
G&G Municipal Consulting	\$31,750.00		

VII

AMANDA REIMER
CITY ACCOUNTANT

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

DEPARTMENT OF ACCOUNTING
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

TELEPHONE: (716) 695-8545

FAX: (716) 695-8573

JUL 16 2019

July 7, 2019

RECEIVED
CITY CLERK'S OFFICE

Honorable Arthur G. Pappas, Mayor
and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120

2019 JUL 10 AM 11:35
NORTH TONAWANDA NY

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 July 16, 2019, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,



Amanda Reimer
City Accountant



Department of Police

CITY OF NORTH TONAWANDA
216 Payne Avenue
North Tonawanda, N.Y. 14120-5491



TELEPHONE
(716) 692-4111
FACSIMILE
(716) 692-4321
EMERGENCY NO.
9-1-1

JUL 16 2019

July 1, 2019

RECEIVED
CITY CLERK'S OFFICE

Honorable Mayor Arthur Pappas,
North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, NY 14120

2019 JUL 9 AM 5:22
NORTH TONAWANDA NY

Dear Honorable Body,

Due to the recent retirement of School Crossing Guard Supervisor June Hy, School Crossing Guard Jill M. Flanders of 57 Vandervoort Street, North Tonawanda, NY 14120 has been appointed as School Crossing Guard Supervisor for the North Tonawanda Police Department effective July 1, 2019.

Respectfully,

Roger R. Zgolak
Chief of Police

XVII

June 17, 2019

Matthew L. Parish

City Clerk/Treasurer

216 Payne Avenue

North Tonawanda, NY 14120

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 9 PM4:11
NORTH TONAWANDA NY

Traffic Safety Minutes:

The ~~May~~^{June} 2019 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1900 hours. Roll call showed the following members present: R. Frank, J. Sikora, M. Daigler, A. Vater, M. Lemke, D. Grinnell, M. Anastasi, A. Dibernardo. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

1. Alan Mazzuchelli of 1426 Doebler Drive contacted traffic safety last month regarding taking out stop signs at Payne Avenue @ Tremont Street and Payne Avenue @ Goundry Street. This issue was brought up a few years ago and the committee recommended taking down the stop sign at Payne Avenue @ Tremont Street. A couple weeks after the stop signs were taken down the city asked us to put the stop signs back up. The committee is unanimous in the decision to leave the intersections how they are. Member Frank has reached out to Mazzuchelli by phone 6 times during the weeks leading up to our meeting and there has been no answer, and there is also no voicemail set up. Member Daigler has talked to Mazzuchelli and will reach out to him again regarding our decision.
2. John Fularz of 599 Woodward Avenue requested "no parking" signs on his street. The committee has checked the street on numerous days at different times and there have not been any major parking problems. The committee believes that the big parking problem was due to a party on that particular day. Daigler will contact to Mr. Fularz and advise him to speak to his neighbors and see if they would like the signs up also and if they do we will revisit this complaint.
3. Member Daigler put up "no parking" signs on Grant Street to help with the Grant School construction project.
4. Member Frank received a complaint from the mayor's office regarding big trucks using Christiana Street to get to the Grant School Project. Christiana Street can be used due to it is the most direct route to the project from the Twin City Memorial Highway.
5. Alexander 46 Inc., the owner of 311 Bryant Street, would like a terrace parking permit. The permit is declined at this time because the cars would be blocking the sidewalk.

6. Barbara Lipps of 65 Ward Road requested extra enforcement on Ward Road for tractor trailers using a non truck route. Member Frank will have Traffic Officer Cress monitor the street.

Meeting Adjourned at 2015 hours.

Travel Safely

Robert J. Frank

XXV. 1

JUL 16 2019

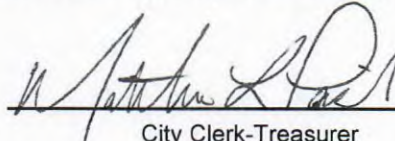
Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	21	210.00
		Ward Maps	1	1.00
			Sub-Total:	\$211.00
A1603	Misc. Fees	Birth Certificates	43	430.00
		Death Certificates	179	1,790.00
		Deaths Recorded	12	0.00
			Sub-Total:	\$2,220.00
A1980	Minor Sales	City Market	8	2,950.00
			Sub-Total:	\$2,950.00
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Planning - Rezoning	1	100.00
		Terrace Park. Permit	1	5.00
			Sub-Total:	\$155.00
A2410	Minor Sales	Boathouse Rental 2019	5	5,175.00
			Sub-Total:	\$5,175.00
A2505	Marriage License Fee	Marriage License Fee	14	245.00
			Sub-Total:	\$245.00
A2506	Conservation	Conservation	18	54.40
			Sub-Total:	\$54.40
A2540	Racing & Wagering Fees	Bingo License	23	172.50
		Bingo Proceeds	8	168.94
			Sub-Total:	\$341.44
A2541	Racing & Wagering Fees	Games of Chance License	1	10.00
			Sub-Total:	\$10.00
A2542	Dog Licensing	Exempt Dogs	3	0.00
		Female, Spayed	116	1,044.00
		Female, Unspayed	4	68.00
		Male, Neutered	95	855.00
		Male, Unneutered	17	289.00
		Replacement Tags	2	6.00
			Sub-Total:	\$2,262.00
A2610	Minor Sales	Parking Tickets	14	1,265.00
			Sub-Total:	\$1,265.00

2019 JUL 9 PM 2:37
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$14,888.84
Amount paid to:	New York State Comptroller			258.75
Amount paid to:	New York State Comptroller's Office			15.00
Amount paid to:	New York State Department of Health			315.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			274.00
Amount paid to:	NYS Environmental Conservation			930.60
Total State, County & Local Revenues:		\$16,682.19	Total Non-Local Revenues:	\$1,793.35

Pursuant to Section 27, Sub 1, of the City Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by the City Clerks Office, City of North Tonawanda, during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.



City Clerk-Treasurer

07/03/19

Date

NORTH TONAWANDA
Dept. of Youth, Recreation, Parks & Seniors

500 Wheatfield Street
North Tonawanda, NY 14120
Phone: (716) 695-8520
Fax: (716) 695-8533



July 1, 2019

The Honorable Mayor Arthur Pappas
And Common Council
216 Payne Avenue
North Tonawanda, New York 14120

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of June 2019.

Senior Center's Total Monthly Services 982

Unduplicated 150

Duplicated 832

Program this month included but not limited to: Nutrition Program, Attorney Services, General Membership Clubs, Club 99, 100 Birthday Party and Niagara County Information & Referral.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 9 AM 9:22
NORTH TONAWANDA NY

XXYI.

JUL 16 2019

MEMO

Building Inspector's Office
City of North Tonawanda
(716) 695-8595
FAX (716) 695-8544

To: Hon. Arthur Pappas & Council

Date: July 11, 2019

From: Cosimo R. Capozzi
Building Inspector

Re: Vacation/Sick days
report Jan-June 2019

Attached, please find copies of the vacation and sick days report for January 1 through June 30, 2019

Cc. file
Mayor
Council
Accounting

Cosimo R. Capozzi

Building Inspector

RECEIVED
CITY CLERK'S OFFICE
2019 JUL 11 AM 10:12
NORTH TONAWANDA NY

City of North Tonawanda

CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &
BIRTHDAY SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 1/1/2019 THROUGH 6/30/2019

Cosimo R. Capozzi – Building Inspector

<u>Sick Days</u>	Balance Forward	189	Days
	Earned	6	Days
	Used	0	Days
	Sick Bank Donation	0	Days
	Remaining	195	Days
<u>Vacation Days</u>	Balance forwarded	14	Days
	Earned	25	Days
	Used/cashed in	8	Days
	Remaining (2019)	31	Days
<u>Birthday & Personal days</u>	Balance forwarded	2	
	Earned	0	Days
	Used	0	Days
	Remaining	2	Days

City of North Tonawanda

CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &
BIRTHDAY SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD January 1 2019 to June 30 2019

Robert C DePaolo Code Enforcement/ Electrical Inspector

	Balance Forward	51	Days
	Earned	6	Days
<u>Sick days</u>	Used	2	Days
	remaining	55	Days

<u>Vacation days</u>	Balance Forward	11	Days
	Earned	5	Days
	Used/Cashed	2	Days
	Remaining	14	Days

<u>Birthday & Personal days</u>	Earned	5	Days
	Used	0	Days
	Remaining	5	Days

City of North Tonawanda

CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY & BIRTHDAY
SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 1/1/2019 THROUGH 6/30/2019

Renee K Proefrock– Clerk Typist

<u>Sick Days</u>	Balance Forward	13.5	Days
	Earned	6	Days
	Used	3	Days
	Sick Bank Donation	0	Days
	Remaining	16.5	Days
<u>Vacation Days</u>	Balance forwarded	4	Days (from 2018)
	Earned	11	Days
	Used/cashed in	4	Days
	Remaining	11	Days (from 2019)
<u>Birthday & Personal days</u>	Balance forwarded	0	
	Earned	5	Days
	Used	0	Days
	Remaining	5	Days

City of North Tonawanda
CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &
BIRTHDAY SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 1/1/2019 THROUGH 6/30/2019

John Stahlman –Assistant Building Inspector

<u>Sick days</u>	Balance Forward	404.5 days
	Earned	9 days
	Used	4.5 days
	Sick Bank Donation	0 days
	Remaining	409 days

<u>Vacation days</u>	Earned	20 days
	Used	1 day
	Remaining	19 days

<u>Birthday & Personal days</u>	Earned	5 days
	Used	3.5 days
	Remaining	1.5 days

~~XXVII~~

JUL 16 2019

MEMO

Building Inspector's Office
City of North Tonawanda
(716) 695-8595
FAX (716) 695-8544

To: Hon. Mayor & Council

Date: July 11, 2019

From: Cosimo R. Capozzi
Building Inspector

Re: Semiannual revenue report

Attached, please find a copy of our revenue report for the period of January 1 to June 30, 2019.

Cc. file
Mayor
Council
Accounting

Cosimo R. Capozzi



Building Inspector

2019 JUL 11 AM 10:12
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Memo

Building Inspector's Office
City of North Tonawanda
(716) 695-8595
FAX (716) 695-8544

To: Honorable Mayor and Common Council

Date: July 11, 2018

From: Cosimo R. Capozzi
Building Inspector

Re: Revenue Report
January 1 to June 30, 2019

Following is a summary report of activities in the Building Department from January 1 to June 30, 2018.

Contractor licenses- 596 licenses issued,	\$ 79,340
Building Permits- 821 permits,	\$ 209,454
Plumbing Licenses- 85 licenses,	\$ 6,975
Plumbing Permit fees	\$ 53,570
Auto dealer/storage licenses- 21 licenses,	\$ 1,100
Property research	\$ 1,250
Grass cut inspection fees	\$ 2,350
<hr/> Total collected to date-	\$ 354,039

This total represents an increase of \$ 81,584 in revenue from the same time period from last year.

Cc. File



City of North Tonawanda

Department of Community Development
500 Wheatfield Street
North Tonawanda, New York 14120
716-695-8580
716-614-0519 (fax)

XXXII.1

JUL 16 2019

July 1, 2019

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

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 10 AM 10:58
NORTH TONAWANDA NY

Re: 2019 New York State Consolidated Funding Applications

Dear Honorable Body:

As you may be aware, the ninth round of state-wide economic development funding through the New York State Regional Economic Development Councils has been announced. \$800 Million is available through a pool of over 20 state programs. In previous rounds, North Tonawanda submitted 23 applications and secured over \$2 million. This year's application deadline is July 26th, 2019.

In consultation with various City departments, we have identified two potentially viable projects. These projects were selected based on a number of factors including project feasibility, project need, funding availability, and project readiness.

1.) BOA Implementation Funds

The City of North Tonawanda has completed the New York State Brownfield Opportunity Area (BOA) program and received designated BOA status in 2015. For the first time, the State is providing funding in the CFA to advance designated Brownfield Opportunity Areas. These funds can be used for a variety of pre-development activities such as market studies, infrastructure analyses, building condition surveys, site development plans, etc. The maximum grant awards available are \$300,000.

We are recommending the City apply for funding to complete a Phase 2 environmental study of 78 Bridge Street (former fire training facility) and an infrastructure analysis of Tonawanda Island to determine the infrastructure capacity on the Island and if there are deficiencies that would hinder future development.

We have estimated the total budget for the project is likely to be between \$75,000 - \$100,000. The BOA grant will be provided up to 90% of the project funding with the City required to provide the remaining 10% match. We anticipate the City's required match would be between \$7,500 and \$10,000.

2.) Sweeney Street bicycle path

The project would extend the existing bike path from Mayor's Park to the Botanical Gardens. The path would primarily be along the east side of Sweeney Street on City right-of-way.

This application was made last year and was not successful. However this year we have secured a \$300,000 grant with the assistance of Senator Ort's office and the State has made numerous investments in trails in the area, so we believe it has a strong chance to be funded. CFA funding requested would be made to New York State Department of State Local Waterfront Revitalization Program and Canal Corporation.

The total project cost estimate is \$1,029,500. State funding from all sources cannot exceed 75% (\$772,125), so the City would be required to provide a cash match of at \$257,375.

Project budget:

DASNY grant:	\$300,000
Canal Corporation grant:	\$100,000
LWRP grant:	\$372,125
City cash match:	\$257,375
Total:	\$1,029,500

At this time we are respectfully requesting this Honorable Council authorize applications for grant funding to the New York State Department of State Brownfield Opportunity Area program in an amount not to exceed \$100,000 for the project at 78 Bridge Street; and to the New York State Department of State Local Waterfront Revitalization Program in the amount of \$372,175 and the New York Canal Corporation in the amount of \$100,000 for the Sweeney Street bicycle path project.

Thank you for your consideration. Please let me know if you have any questions or require any additional information.

Thank you,



Michael Zimmerman
Director



City of North Tonawanda

Department of Community Development
500 Wheatfield Street
North Tonawanda, New York 14120
716-695-8580
716-614-0519 (fax)

XXXII. 2

JUL 16 2019

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

Re: Request for authorization to submit a grant application to the New York State Office of Community Renewal for Community Development Block Grant funding

Dear Honorable Body;

Santora's Pizza, Pub, & Grill (Santora's) is considering establishing a location at 624 River Road. This proposed location would include a restaurant operation as well as a new craft brewery for the company. The company anticipates this project will create 60 new job positions at the North Tonawanda location.

Santora's has requested the City apply for funding from the New York State Office of Community Renewal's (OCR) Community Development Block Grant (CDBG) program. Lumber City Development Corporation (LCDC) is assisting the company with this project and further requests that, if awarded CDBG funds, the City grant these funds to LCDC for the purposes of making a loan or loans to Santora's.

The attached resolution would authorize the City to submit a grant application of approximately \$750,000; would authorize the Mayor, pending review by the City Attorney, to execute all documents with OCR related to the CDBG program; and would further designate the Mayor as Certifying Officer responsible for the federal environmental review process related to the project. I respectfully request this Honorable Body consider approving the attached resolution.

Kindest regards,

Michael Zimmerman
Director of Community Development

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 11 AM 10:24
NORTH TONAWANDA NY

**AUTHORIZATION TO SUBMIT A GRANT APPLICATION TO THE
NEW YORK STATE OFFICE OF COMMUNITY RENEWAL FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, Santora's Pizza, Pub, & Grill ("Santora's"), plans to purchase new equipment as a part of the development of a new restaurant and brewery operation at 624 River Road in North Tonawanda ("Project"); and

WHEREAS, Santora's has requested that the City apply for funding on its behalf from the New York State Office of Community Renewal (the "OCR") to finance a portion of the machinery, equipment, and working capital costs for the project; and

WHEREAS, the Lumber City Development Corporation (the "LCDC") is assisting in the facilitation of the Project and has requested that the City provide the OCR funding to the LCDC as a grant for the purpose of making a loan or loans to Santora's, and

WHEREAS, the Project will result in substantial benefit to the City in the form of an estimated 60 new permanent full-time employment positions within two years, and

WHEREAS, the City has held a public hearing on July 2nd, 2019 at 6:00 PM to obtain citizens' views regarding the CDBG program as administered by OCR and the Project, now, therefore, be it

RESOLVED, that the City is hereby authorized to submit a grant application in the approximate amount of \$750,000 to the OCR to support the Project, and be it further

RESOLVED, that the Mayor is hereby authorized to execute documents between the City and the OCR and all related documents associated with the OCR grant application, such documents to be subject to review and approval by the City Attorney, and be it further

RESOLVED, that the Mayor is hereby designated as the Certifying Officer responsible for all activities associated with the federal environmental review process to be completed in conjunction with the Project.



City of North Tonawanda

Department of Community Development
500 Wheatfield Street
North Tonawanda, New York 14120
716-695-8580
716-614-0519 (fax)

~~XXXII~~ 3
JUL 16 2019

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

Re: Request for authorization to submit a grant application to the New York State Office of Community Renewal for Community Development Block Grant funding

Dear Honorable Body;

JFLR Enterprises, LLC., (JFLR) is considering constructing and establishing a restaurant and mixed-use facility to serve the local downtown North Tonawanda market at 110 Sweeney Street. The company anticipates this project will create 21 full-time and 36 part-time job positions.

JFLR has requested the City apply for funding from the New York State Office of Community Renewal's (OCR) Community Development Block Grant (CDBG) program. Lumber City Development Corporation (LCDC) is assisting the company with this project and further requests that, if awarded CDBG funds, the City grant these funds to LCDC for the purposes of making a loan or loans to JFLR.

The attached resolution would authorize the City to submit a grant application of approximately \$570,000; would authorize the Mayor, pending review by the City Attorney, to execute all documents with OCR related to the CDBG program; and would further designate the Mayor as Certifying Officer responsible for the federal environmental review process related to the project. I respectfully request this Honorable Body consider approving the attached resolution.

Kindest regards,

Michael Zimmerman
Director of Community Development

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 11 AM 10:24
NORTH TONAWANDA NY

**AUTHORIZATION TO SUBMIT A GRANT APPLICATION TO THE
NEW YORK STATE OFFICE OF COMMUNITY RENEWAL FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, JFLR Enterprises, LLC (“JFLR”), plans to purchase new equipment as a part of the development of a new restaurant development located at 110 Sweeney Street in North Tonawanda (“Project”); and

WHEREAS, JFLR has requested that the City apply for funding on its behalf from the New York State Office of Community Renewal (the “OCR”) to finance a portion of the machinery, equipment, and working capital costs for the project; and

WHEREAS, the Lumber City Development Corporation (the “LCDC”) is assisting in the facilitation of the Project and has requested that the City provide the OCR funding to the LCDC as a grant for the purpose of making a loan or loans to JFLR, and

WHEREAS, the Project will result in substantial benefit to the City in the form of an estimated 21 new permanent full-time employment positions and 36 new permanent part-time employment positions within two years, and

WHEREAS, the City has held a public hearing on July 9th, 2019 at 6:00 PM to obtain citizens’ views regarding the CDBG program as administered by OCR and the Project, now, therefore, be it

RESOLVED, that the City is hereby authorized to submit a grant application in the approximate amount of \$570,000 to the OCR to support the Project, and be it further

RESOLVED, that the Mayor is hereby authorized to execute documents between the City and the OCR and all related documents associated with the OCR grant application, such documents to be subject to review and approval by the City Attorney, and be it further

RESOLVED, that the Mayor is hereby designated as the Certifying Officer responsible for all activities associated with the federal environmental review process to be completed in conjunction with the Project.



Mental Health Peer Connection
3108 Main St.
Buffalo, New York 14214
(716) 836-0822 (Voice/TDD)



JUL 16 2019

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

Dear Friends of North Tonawanda:

On behalf of Mental Health Peer Connection (MHPC), we are writing to request to use Gratwick Park for our upcoming Kite Flying Event on September 7, 2019. The event will begin at 11:00am on the 7th of September, and conclude at 3:00pm. We anticipate a group of about 100+ families to come and support Mental Health Peer Connection by flying their kites and enjoying hot dogs and hamburgers that will be grilled by our volunteers. In order to hold the function at Gratwick Park, we are more than willing to pay the \$300 that is needed to ensure the space.

Thank you for your time and consideration, and I look forward to hearing from your council soon. Please let me know if you need any more information or documentation from me in order to make your decision easier.

Sincerely,

Maura Kelley, CPRP
Director of Mental Health Peer Connection
716-836-0822 ext. 170

RECEIVED
CITY CLERK'S OFFICE

2019 JUN 28 AM 11:17
NORTH TONAWANDA NY

RECEIVED
JUN 28 2019