

**TO: Honorable Mayor & Common Council  
President Zadzilka  
Aldermen Schmigel, DiBernardo, Pecoraro, Tylec**

**FROM: Donna L. Braun, City Clerk-Treasurer**

**RE: Agenda for Regular Session TUESDAY, DECEMBER 1, 2020 6:30PM**

**AUDIENCE PARTICIPATION – Due to the COVID-19 (Coronavirus) the meeting will not be open to the public.**

**PROOF OF PUBLICATION PUBLISHED 11/11/2020**

- 1) Legal Notice – Resolution Regulating Smoking at City Park in the City of North Tonawanda – Clerk-Treasurer**

**PROOF OF PUBLICATION PUBLISHED 11/12/2020**

- 1) Legal Notice – Proposals for Improvements to Pinewoods Park Bathrooms and Pavilion – City Engineer**

**COMMUNICATIONS FROM CITY OFFICIALS**

- |                                  |   |  |
|----------------------------------|---|--|
| <b>IV. Engineer</b>              | - | <b>Re: Approval of Resolution for the Inter-Municipal Agreement with the City of Tonawanda for the NYSDOT Bike Path Connection to the Empire State Trail</b> |
| <b>V. Supt. Water/Wastewater</b> | - | <b>Re: Approval of Wendel Engineering Amendment #5 for the Water Treatment Plant Standby Generator Replacement Project</b>                                   |
| <b>VII.1 Accountant</b>          | - | <b>Re: Payment of the Abstract of Claims Dated December 1, 2020</b>  |

- VII.2 Accountant** - **Re: Budgetary Transfer – Accounting Personal Services**
- XIV.1 Youth, Recreation, Parks And Seniors** - **Re: Permission to order “No Smoking or Vaping” signs for City Parks**
- XIV.2 Youth, Recreation, Parks And Seniors** - **Re: Approval to enter into an agreement with Bench Craft Company for new tee signs and ball washers at Deerwood Golf Course**
- XIV.3 Youth, Recreation, Parks And Seniors** - **Re: Approval of the 2021 Fee Schedule for Recreation Department Programs**
- XIV.4 Youth, Recreation, Parks And Seniors** - **Re: Renewal agreement between Diane Sheehan and the City of North Tonawanda for the Youth Court and First Offender Program**
- XVII. Traffic Safety** - **Re: Various Traffic Safety Recommendations from their November meeting**
- XXV. Monthly Reports**
- .1 Police Department**

**Respectfully submitted,**



**Donna L. Braun**  
**City Clerk-Treasurer**

DEC 01 2020


STATE OF NEW YORK  
NIAGARA COUNTY, } SS, \_\_\_\_\_

Robin Meisburger, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

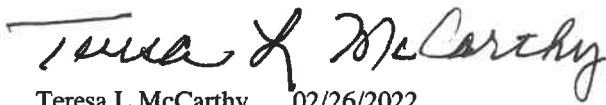
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 275779 was printed and published in said paper on the following dates:

11/11/2020

  
Principal Clerk

Subscribed and sworn to before me this  
11-11-2020



Teresa L McCarthy      02/26/2022  
-----  
Notary Public                  Expiration Date

RECEIVED  
CITY CLERK'S OFFICE

2020 NOV 15 PM 12:21  
NORTH TONAWANDA NY

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

**CITY OF NORTH TONAWANDA REGULATING SMOKING AT CITY PARKS**

**WHEREAS**, tobacco related illness is the leading cause of preventable death in the United States; and

**WHEREAS**, exposure to secondhand smoke causes death and many diseases including cancer; and

**WHEREAS**, the U.S. Surgeon General concluded in a 2004 report that smoking has a direct relationship with various forms of cancer; and

**WHEREAS**, the U.S. Surgeon General concluded in a 2010 report that even occasional secondhand smoke is harmful; and

**WHEREAS**, smoke free workplace laws protect people from secondhand smoke, reduce tobacco use overall and reduce health care costs; and

**WHEREAS**, the Community Health Alliance of North Tonawanda 2020 Preventative Health Assessment identified a linear increase for youth e-cigarette/vaping use as grade increases; and

**WHEREAS**, tobacco free environments are more family friendly and provide the following impacts:

- Health Impacts: Improves community health, reduces health risks and exposure to secondhand smoke and/or e-cigarette aerosol, especially among children and those with chronic conditions.
- Environmental Impacts: Protects against litter and fires, protects green spaces and animal habitats (cigarette butts contribute to 1/3 of all litter collected)
- Social Impact: Lead by example - children/teen emulate adults, parks enhance quality of life.
- Economic Impacts: Decrease maintenance/clean-up costs, increase health of community members.

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Section 79 of the North Tonawanda City Code, the City Council of the City of North Tonawanda does hereby declare the follow:

1. Smoking a cigarette, pipe, cigar, electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, vape pen, any cartridge or other component of the device or related product or any other matter of substance which contains tobacco, nicotine, any illegal substance or any other substance that is similar shall be prohibited as follows;

A. At all times on the grounds of North Tonawanda City Parks

B. "No Smoking/Vaping" signs shall be placed on the property entrances at an appropriate location on the park entrances.

C. Penalties for Offences

1) Smoking of tobacco, nicotine and other similar products shall be unlawful in the areas posted as stated in this Chapter.

2) A violation of any provision of this ordinance shall be subject to a fine not to exceed \$250 for each offense or imprisonment for not more than 15 days for each offense, or both fine and imprisonment.

D. Severability

1) The several terms and provisions of this section shall be deemed severable, and if any provision hereof or the application hereof to any person or circumstances is held invalid, the remainder of the section and the applicability of such provisions to other persons and circumstances shall not be affected thereby.

E. When effective

1) This ordinance shall become effective on the day after publication in the official newspaper of the City of North Tonawanda

ADOPTED 11/2/2020  
#N275779

11/11/2020





**City of North Tonawanda**  
**Department of Engineering**  
City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
www.northtonawanda.org

  
**Chelsea L. Spahr, P.E.**  
City Engineer  
Phone: (716) 695-8565  
Fax: (716) 695-8568

November 19, 2020

**DEC 01 2020**

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

**Re: Project 2019-03: NYSDOT Bike Path Connection to the Empire State Trail  
PIN 5763.51 - Acceptance of the Inter-Municipal Agreement with the City of  
Tonawanda**

Dear Honorable Body:

The Bike Path Connection to the Empire State Trail Project will include bike lane pavement markings installed on the Renaissance Bridge between the Cities of North Tonawanda and Tonawanda. An inter-municipal agreement is needed as part of the grant funding to allow this work on the Renaissance Bridge that connects our two communities.

As such, I am requesting that the Council adopt a resolution that the City authorizes the Mayor to sign the enclosed Inter-Municipal Agreement with the City of Tonawanda to allow work on the Renaissance Bridge. Please find the resolution attached.

Very truly yours,

Chelsea L. Spahr, P.E.  
City Engineer

CLS:cls

Cc: file, w/encls  
Luke A. Brown, City Attorney, w/encls  
Mark Zellner, DPW Superintendent  
Jason LaMonaco, PE, City of Tonawanda Engineer  
Joseph D. Buffamonte, NYSDOT  
Daniel Borcz, C&S Companies

2020 NOV 19 5 54 AM  
NORTH TONAWANDA, NY  
RECEIVED  
CITY CLERK'S OFFICE

**RE: Inter-Municipal Agreement between the City of North Tonawanda and the City of Tonawanda for Bike Path Connection to the Empire State Trail (PIN 5763.51)**

**WHEREAS**, the City of North Tonawanda has been approved for and is receiving funding from NYSDOT, East Hill Foundation, Ralph C. Wilson Jr. Foundation, and Greenway Fund Committee for a project known as the Bike Path Connection to the Empire State Trail, PIN 5763.51; and

**WHEREAS**, such funding is allocated for construction of a new paved bike/pedestrian trail between the existing Riverwalk Trail and the Empire State Trail, resurfacing the existing trail from the southern terminus to Gratwick Park, and landscaping enhancements along the entire trail; and

**WHEREAS**, such treatments shall occur on both City of North Tonawanda and City of Tonawanda rights-of-way, permission from the City of Tonawanda is required to allow the City of North Tonawanda access to City of Tonawanda streets for such construction, which will include the placement of pavement markings; and

**WHEREAS**, the City of Tonawanda has received a proposed agreement with the City of North Tonawanda entitled Federal-Aid Local Project Inter Municipal Agreement Release to Perform Contract Work on Public Land (the "Agreement"); and

**WHEREAS**, the City of North Tonawanda Common Council has reviewed the proposed Agreement and recommended approval; and

**THEREFORE, BE IT RESOLVED**, that the City of North Tonawanda Common Council does hereby approve the proposed agreement and authorizes the Mayor to execute the Agreement on behalf of the City of North Tonawanda; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately but the Agreement is contingent upon approval by the City of Tonawanda and execution of the Agreement by the representative of the City of Tonawanda.

**FEDERAL-AID LOCAL PROJECT**  
**Inter Municipal Agreement**  
**RELEASE TO PERFORM CONTRACT WORK ON PUBLIC LAND**  
**PROJECT IDENTIFICATION NUMBER: PIN 5763.51**  
**PROJECT NAME: Bike Path Connection to the Empire State Trail**  
**LOCATION: City of Tonawanda, Erie County, New York**

The City of Tonawanda, undersigned owner of public land that is located on the following streets within the City of Tonawanda:

- Main Street
- Niagara Street
- Young Street

hereby grants permission and gives consent to the City of North Tonawanda or its contractors or designees, to enter onto the property identified above in connection with the above referenced contract for the purpose(s) identified below.

This permission is granted with the understanding that such work shall be limited to:

- Access to the lands on Main Street as noted in the Highway Plans for purposes of completing construction of the Bike Path Connection (*in this case, pavement markings to install dedicated bike lanes on the Main Street Bridge*) shown on the plans for public use;
- Work zone traffic control on the roadway approaches to the Main Street Bridge.

The work is scheduled to occur between the months of April, 2021 and October, 2021. The City of North Tonawanda will contact the City of Tonawanda if these dates change.

Whereas the City of Tonawanda and the City of North Tonawanda are both acceptable project applicants and sponsors of federal aid highway projects as determined by the New York State Department of Transportation (NYSDOT),

Whereas the construction of the transportation facilities (i.e. Bike Path Connection) is expected to have a useful life of 20 years from the expected date of completion, October 2021, and this agreement will have a 20 year term to coincide with the useful life of the transportation facilities,

Whereas the City of North Tonawanda is responsible for providing any local funding shares needed in reference to this federally funded project,

Whereas the City of Tonawanda will own the enhancements to be constructed and will have maintenance responsibility for the pavement markings located within the City of Tonawanda (as shown on attached plans) upon completion of the project,

Whereas this Inter-Municipal agreement will be part of the New York State Local Agreement for this project, signed by the City of North Tonawanda and the State of New York,









V



# CITY OF NORTH TONAWANDA WATER WORKS

DEC 01 2020

830 RIVER ROAD  
NORTH TONAWANDA, NEW YORK 14120

Phone: (716) 695-8560, ext. #6411

Cell: (716) 583-1518

E-mail: [BDavignon@northtonawanda.org](mailto:BDavignon@northtonawanda.org)

**William M. Davignon**  
*Superintendent*

November 25, 2020

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

**Re: Water Treatment Plant Standby Generator Replacement Project - Approval of Wendel Engineering Amendment #5.**

Dear Honorable Body:

Approval of Wendel Engineering Amendment #5 of the North Tonawanda Water Treatment Plant (WTP) Standby Generator Replacement Project is hereby requested. This work is necessary to ensure the safe and proper support for the new Generator. The Amendment represents the following additional work:


|  |                           |
|--|---------------------------|
| • <b>Wendel Engineering &amp; Design services</b>                                  | <b>\$282,700.00</b>       |
| • <b>Goodwin Electric – revisions to electrical equipment</b>                      | <b>\$340,327.00</b>       |
| • <b><u>STC Construction – revisions to electrical, fuel system and Window</u></b> | <b><u>\$51,750.00</u></b> |
| <b>Total Cost</b>  | <b>= \$674,777.00</b>     |

The total project cost estimate of this project is \$3,061,512. The City recently received a NY State WIIA Grant in the amount of \$1,836,907 which amounts to 60% of the total cost. That coupled with the City previously approving the use of \$1,224,605 out of reserve funds completes the funding for this project.

The items in this Amendment were included with the original project Bid as “Add-Alternates”. The cost is within the current \$3,061,512.00 project budget and therefore will not result in a change in original contract cost.

Accordingly, I respectfully request that the Common Council approve Wendel Engineering Amendment #5 in the amount of \$674,777.00 keeping the total contract cost at \$3,061,512.00; authorizing the Mayor to sign said Amendment subject to review by the City Attorney.

Very truly yours,

  
\_\_\_\_\_  
William Davignon  
Superintendent of Wastewater & Water

NORTH TONAWANDA NY  
2020 NOV 25 AM 11:17

RECEIVED  
CITY CLERK'S OFFICE

cc: Luke A. Brown, City Attorney  
Chelsea Spahr, City Engineer  
Mike Marino, Nussbaumer & Clarke Engineering

November 4, 2020

Mr. Bill Davignon  
Superintendent  
City of North Tonawanda  
Water & Wastewater Departments  
830 River Road  
North Tonawanda, NY 14120

DRAFT



Re: Agreement for Engineering Services – WTP Standby Generator Replacement  
Proposed Amendment No. 5 – Additional Engineering Services  
File No. 17P1-0024

Dear Mr. Davignon:

Nussbaumer & Clarke, Inc. (Nussbaumer) respectfully submits this proposed Amendment (No. 5) to our Agreement for Engineering Services in connection with the Water Treatment Plant (WTP) Standby Generator Replacement project. The proposed amendment is for improvements to the existing main electrical equipment and new generator fuel system. This work is in addition to the ongoing work related to the standby generator replacement. Additional engineering services have been and continue to be provided for the following:

- Assist the City with administration of the WIIA Grant related to General Contractor (GC) and Electrical Contractor (EC) reports and payment processing during the term of the project.
- Coordination of GC and EC work/schedules.
- Addition of the above ground diesel fuel tank and removal of the existing underground storage tank.
- Assist the City with development and implementation of plan for removal and disposal of contaminated soils.
- Redesign work for electrical components due to space limitations and to accommodate future capital improvements to the pumping system and electrical service upgrade.
- Time extension for project completion to accommodate the additional scope of work and modifications to the electrical equipment. GC's anticipated completion date is 6/1/2021, EC's anticipated completion date is 9/30/2021.

We have included the related additional Design, Construction Administration and Construction Observation services.

#### **DESIGN:**

- Field measurements for proposed electrical gear and electrical interconnection to supplement existing data.
- Relocation of electrical distribution gear from main pump floor to existing storeroom area.
- Design work for new bus duct, conduit, and feeders to accommodate the relocation of electrical equipment.
- Electrical equipment floor plans showing revised layout of all proposed equipment.
- Electrical conduit and wire plan showing routing of all power and control circuits.
- Redesign of structural plans to accommodate the relocation of electrical gear.
- Conduct design review meetings with the City, GC, and EC.

#### **CONSTRUCTION ADMINISTRATION:**

- Respond to GC and EC questions, RFI's, issues, etc.
- Review GC and EC submittals, shop drawings, and payment applications.
- Conduct four (4) periodic progress meetings.
- Review GC and EC change requests and prepare change orders as needed.
- Assist the City with administration of the WIIA Grant related to GC and EC reports and payment processing.
- Commissioning assistance and coordination.
- Prepare punch list(s), perform final walk-thru and inspection.
- Prepare record drawings from GC and EC mark-ups, and construction observations.

Mr. Bill Davignon  
City of North Tonawanda  
November 4, 2020



**CONSTRUCTION OBSERVATION:**

- Resident field construction observer as needed during construction activities to document daily contractor activities and act as Owner's representative for day-to-day project coordination.
- Review and verify contractor payment requests for work completed.

**FEE:**

Nussbaumer requests the contract amounts be adjusted as follows for the services described above:

|                             |                     |                    |
|-----------------------------|---------------------|--------------------|
| Design                      | \$ 27,400.00        | Lump Sum           |
| Construction Administration | \$120,100.00        | Hourly (Estimated) |
| Construction Observation    | \$135,200.00        | Hourly (Estimated) |
| <b>Total</b>                | <b>\$282,700.00</b> |                    |

Approval of this Amendment No. 5 revises Nussbaumer's Contract total from \$ 237,300.00 to \$520,000.00

Costs shall be billed monthly based on the engineer's estimate of work performed (Lump Sum), or number of hours worked (Hourly), as determined by Nussbaumer. Amounts billed are due and payable upon receipt of the invoice. Refer to attached table for 2020 hourly billing rates, which are subject to change on January 1, 2021.

Nussbaumer appreciates the opportunity to submit this proposal and looks forward to continuing to work with the City on this project. Please contact me at your convenience with any questions you may have.

Upon acceptance of our proposal, please sign both the original and the enclosed copy where indicated below and return the copy to our office. The original is for your file. This will then serve as our Agreement and Notice to Proceed.

Sincerely,

NUSSBAUMER & CLARKE, INC.

**DRAFT**

Michael T. Marino, P.E.  
Chief Executive Officer

Attachment – 2020 Hourly Rate Table

c: Chelsea Spahr, P.E., City Engineer (w/attach.)  
File – 01 (w/attach.)

Accepted by: **CITY OF NORTH TONAWANDA**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



# STC Construction, Inc.

October 9, 2020

~~September 16, 2020~~

Madison Rich  
Nussbaumer & Clarke  
3556 Lakeshore Rd. – Suite 500  
Buffalo, NY 14219

Re: North Tonawanda WTP Standby Generator Replacement  
Electrical, Fuel System, and Window Change Proposal

Dear Mr. Rich,

We are providing pricing to make the requested changes to the project that were outlined through various emails and meetings. A summary of our changes is outlined below.

### Scope of Additional Work:

- Modifications to Concrete Curbing for Switchgear
- Relocate Transformers to accommodate the work in the Storage Room
- Demo Concrete floor in Storage Room to accommodate new electrical work, and dispose of offsite.
- Excavate below slab in Storage Room for electrical trenching and subbase
- Provide sand and stone backfill for electrical trenching in Storage Room
- Install partial new floor slab at door opening/Circuit Breaker location
- Form and Pour new Transformer Structural foundation pads in Storage Room
- Form and Pour new Housekeeping pads for Circuit Breakers in Storage Room
- Provide stone fill in Storage Room for areas not receiving concrete
- Set Transformers on Transformer housekeeping pads
- Modify Exterior Window according to SK-2
- Installation of Fuel Cooler and associated fuel oil piping
- Piping modifications/installation for the Day Tank Vent to atmosphere
- Additional insurances for schedule extension
- Additional Bonding

TOTAL Lump sum price: **\$51,750.00**

### Pricing Breakdown:

|   |             |
|---|-------------|
| Materials:                              | \$ 5,469.00 |
| Labor:                                  | \$16,222.00 |
| Owned Equipment & Tools:                | \$ 2,453.00 |
| Rental Equipment & Consumables:         | \$ 4,995.00 |
| Subcontractors:                         | \$14,340.00 |
| • G&J (rebar F&I):                      | \$ 1,900.00 |
| • NW Contracting:                       | \$ 9,215.00 |
| • Trucking (equip mob/demob & Hauling): | \$ 1,475.00 |
| • Materials Testing:                    | \$ 1,750.00 |
| Insurance Extension:                    | \$ 1,010.00 |
| OH&P:                                   | \$ 6,522.00 |
| Bonding:                                | \$ 740.00   |

### Exclusions & Clarifications:

- There is nothing included in this proposal for the reconnection of the Boiler Fuel Oil piping to the new Day Tank. STC is awaiting additional design and scope.
- STC will be doing the electrical trenching and backfilling for the EC that is inside the Storage Room.
- STC will be relocating and re-setting the transformers in the Storage Room for the EC

Phone: 716-592-3400 • Fax: 716-592-4367

- Emergency Vent on Day Tank is not required to be piped (no scope included)
- The changes associated with the Transformers Housekeeping pads are a wash
- The changes associated with the ATS pad(s) are a wash
- Exact schedule is TBD based on the Electrical Contractor's work that is ultimately tied to equipment lead times. It is anticipated that Window/Fuel System work can be accomplished in the Fall of 2020, followed by the Storage Room work before 12/31/2020. The Pump Room work is dependent on the EC, but for pricing purposes, we've figured this to occur in the Spring of 2021, complete by no later than 6/1/2021.

Sincerely,

*Norris Poleon*

Norris Poleon  
STC Construction, Inc.

---

Phone: 716-592-3400 • Fax: 716-592-4367

63 Zoor Valley Road • Springville, NY 14141  
Mailing Address: P.O. Box 459 • Springville, NY 14141-0459





# Goodwin Electric Corp.

201 South Youngs Road  
Williamsville, NY 14221

Phone: (716) 634-4000 Fax: (716) 634-4038

~~14-Sep-20~~  
5-Oct-20

**Nussbaumer Clarke**  
Madison Rich

**RE: North Tonawanda Treatment Plant Standby Generator Replacement  
FO 1 - Revisions to Electrical Equipment**

Dear Mr. Rich,

**Quote:** This quote includes additional work as referenced above and as attached.  
See below and attached for labor and material breakdown.

|                      |   |         |       |    |        |   |    |            |
|----------------------|---|---------|-------|----|--------|---|----|------------|
| Electrician Frmn     | ( | 160.50  | Hrs @ | \$ | 93.56  | ) | \$ | 15,016.81  |
| Electrician Frmn 2nd | ( | 0.00    | Hrs @ | \$ | 104.44 | ) | \$ | -          |
| Electrician Frmn OT  | ( | 0.00    | Hrs @ | \$ | 124.62 | ) | \$ | -          |
| Electrician          | ( | 1284.04 | Hrs @ | \$ | 86.23  | ) | \$ | 110,722.50 |
| Electrician 2nd      | ( | 0.00    | Hrs @ | \$ | 95.83  | ) | \$ | -          |
| Electrician OT       | ( | 0.00    | Hrs @ | \$ | 113.71 | ) | \$ | -          |
| Eaton Gear           |   |         |       |    |        |   | \$ | 129,979.00 |
| Material             |   |         |       |    |        |   | \$ | 34,771.29  |
| Subtotal             |   |         |       |    |        |   | \$ | 290,489.60 |
| O&P                  |   |         |       |    |        |   | \$ | 43,573.44  |
| Bond                 |   |         |       |    |        |   | \$ | 6,263.68   |
| Total Add            |   |         |       |    |        |   | \$ | 340,327.00 |

The contract completion date shall be increased approximately 365 days.  
If you have any questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin  
Project Manager

**RE: North Tonawanda Treatment Plant Standby Generator Replacement  
FO 1 - Revisions to Electrical Equipment**

- A. RELOCATE transformer T-1 and T-2 from ends of MCC line-up to Storage Room. Refer drawing E-101, **Coordinate installation and pad requirements with GC.**
- B. RELOCATE and EXTEND Feeders P-101a and P-102a, removed from crawl space, extended overhead to storage room and under floor to transformers, **GC to remove floor slab, GC to trench and disposal of excavated material, install conduits and sand fill, GC to provide stone fill.**
- C. RELOCATE and SHORTEN spare conduits P-101a and P-102a from crawl space, to stub from wall to transformers, **GC to remove floor slab, GC to trench and disposal of excavated material, install conduits and sand fill, GC to provide stone fill.**
- D. ADD spare conduits from transformer T-1 and T-2 high voltage section, stub out into fill for future use, **GC to remove floor slab, GC to trench and disposal of excavated material, install conduits and sand fill, GC to provide stone fill. .**
- E. ADD MCC-M, with main circuit breakers CB-1 and CB-2 and Fixed CB-1A and CB-1B, **Coordinate installation and pad requirements with GC.**
- F. Feeders P-103a,b,c,d, original removed, extended below slab (saw cut) from transformer T-1 to CB-1.
- G. Feeders P-104a,b,c,d, original removed, extended below slab (~~saw cut~~) from transformer T-2 to CB-2, **GC to remove floor slab, GC to trench and disposal of excavated material, install conduits and sand fill, GC to provide stone fill. .**
- H. DELETE Feeders P-105a,b,c,d and replace with busduct P-105 from CB-1B to MCC1-3 main circuit breaker.
- I. DELETE service entrance breaker in ATS-1 and relocate ATS-1.
- J. DELETE Feeders P-106a,b,c,d and replace with busduct P-106b from CB-1A to relocated transfer switch ATS-1. ADD busduct P-106a from CB-2 to relocated transfer switch ATS-1 **Coordinate installation and pad requirements with GC, .**
- K. DELETE Feeders P-107a,b,c,d and REPLACE with busduct P-107 from ATS-1 to ATS-2, **Coordinate installation and pad requirements with GC**
- L. DELETE Feeders P-108a,b,c,d and REPLACE with P-108a,b in existing conduit and P-108c,d. **(REVISED to 350MCM Compact conductors)**
- M. Delete Feeders P-109a,b,c,d and Replace with busduct P-109 from ATS-2 to MCC 1-1 main circuit breaker.
- N. MCC 1-3, DELETE CB-1.
- O. DELETE Feeders P-125a,b,c,d. PROVIDE bus connection in MCC to connect MCC 1-2 to MCC 1-3.
- P. EXTEND conduit stub-ups to new locations.

STC will assume the floor slab is 6" thick.

STC will add trenching and disposal for conduits 36" wide X 4'-6" deep

Goodwin will not include sawcutting, trenching and disposal

Concrete removal along east wall in storage room will be widened from wall to existing boiler foundation not being removed.

Panel LVP-MCC will be mounted on back of MCC not wall behind MCC.

**6. PROJECT BUDGET AND CONSTRUCTION COSTS**

**A. Total Project Budget for SRF Projects**

| Category  | Anticipated Costs                    |
|---|--------------------------------------|
| <b>1. Construction Costs</b>  |                                      |
| Contract 1 SIC Construction, Inc.   | \$ 725,673.00                        |
| Contract 2 Goodwin Electric Corp.   | \$ 1,274,327.00                      |
| Contract 3  | \$ 429,771.43                        |
| Contract 4  |                                      |
| <b>2. Engineering Costs</b>   |                                      |
| a. Planning   |                                      |
| b. Design   | \$ 237,300.00                        |
| c. Construction   | \$ 282,700.00                        |
| d. Other  | \$ 111,740.57 <i>Remaining Funds</i> |
| <b>3. Other Expenses</b>  |                                      |
| a. Local Counsel  |                                      |
| b. Bond Counsel   |                                      |
| c. Work Force   |                                      |
| - Technical   |                                      |
| - Administrative  |                                      |
| d. Financial Services   |                                      |
| e. Net Interest   |                                      |
| f. Miscellaneous (please describe)  |                                      |
| <b>4. Equipment</b>   |                                      |
| <b>5. Land Acquisition</b>  |                                      |
| <b>6. Contingencies</b>   |                                      |
| <b>7. Total Project Costs (sum lines 1-6)</b>   | \$ 3,061,512.00                      |
| <b>8. Less: Other Sources of Funding</b><br>(Provide details in Section 7 of application) | \$ 1,224,605.00                      |
| <b>9. Project Costs to be Financed with SRF</b><br>(line 7 minus line 8)                  | \$ 1,836,907.00                      |
| <b>10. SRF Issuance Costs<sup>1</sup>. Percentages should be applied to line 9.</b>       |                                      |
| a. Direct Expenses (1.0%)   |                                      |
| b. State Bond Issuance Charge (.84%)  |                                      |
| c. Administrative Fee (1.1%) <sup>2</sup>   |                                      |
| <b>11. TOTAL COSTS REQUESTED FOR SRF FINANCING</b><br>(sum of lines 9,10a,10b, and 10c)   | <b>\$ 1,836,907.00</b>               |

<sup>1</sup> Applicable to long-term non-hardship financings  
<sup>2</sup> DWSRF only

VII:1

**JEFFREY ZELLNER**  
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

DEC 01 2020

Wednesday, November 25, 2020

Honorable Arthur G. Pappas, Mayor  
And Common Council Members  
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 December 1<sup>st</sup>, 2020, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,



Jeffrey Zellner  
City Accountant

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2020 NOV 25 PM 12:05  
NORTH TONAWANDA NY

VLLid

TELEPHONE: (716) 695-8545  
FAX: (716) 695-8573

# City of North Tonawanda

**JEFFREY ZELLNER**  
CITY ACCOUNTANT  
  
**JENNIFER CRESS**  
PAYROLL PERSONNEL SPECIALIST  
  
**SHERI GAMPP**  
JUNIOR ACCOUNTANT

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

DEC 01 2020

November 13<sup>th</sup>, 2020

Honorable Arthur G. Pappas, Mayor  
And Common Council Members  
City Hall  
216 Payne Avenue  
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 amendment of fiscal year 2020 appropriations, based on the request of the  
Department Head, copy attached.

| Control       | Dollar        |   |  |
|---------------|---------------|---|--|
| <u>Number</u> | <u>Amount</u> | <u>Decrease/Increase Account</u>            | <u>Increase Appropriation Account</u>    |
| 03            | \$12,000      | 001.1315.0100, Accounting Personal services | 001.1315.0410, Accounting Administration |

Warm Regards,



Jeffrey R Zellner  
City Accountant

2020 NOV 19 04:11:05  
RECEIVED  
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# Budgetary Transfer Request Form

Department: Accounting Date: 11/13/2020

| Appropriation Accounts and Documentation   |  |
|--|--|
| From Appropriation Account   | Into Appropriation Account   |
| \$ <u>12,000.00</u><br>Account Number: <u>001.1315.0100</u><br>Account Description: <u>Personal Services</u> | Account Number: <u>001.1315.0410</u><br>Account Description: <u>Administration</u> |

**Explanation:**  
Moving Money to cover appropriations previous Accountant did not budget for.

**Please Check One**

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Common Council Action                              | <input type="checkbox"/> NO Common Council Action |
| <br> | <br>Date: <u>11/13/2020</u>                       |

**Budgetary Transfer Policy**

2.11 - Budgetary transfers can be initiated by a Department Head on his or her signature if **all** of the following criteria is met:

1. Transfer appropriations must be less than \$250.00
2. Transfer only between existing appropriation accounts within your Department Budget
3. Accumulated transfers made into any one appropriation account can not total more than \$250.00 within any fiscal year

2.21 - Budgetary transfers can be initiated by a Department Head through the Common Council if **one** of the following Criteria is met:

1. Transfer appropriations must be over \$250.00
2. Creation of a new appropriation account your budget

**For Accounting Department Use Only**

| Control # | Department of Accounting Audit | Common Council Meeting Date |
|-----------|--------------------------------|-----------------------------|
|           |                                |                             |

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

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



November 19, 2020

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

Dear Mayor Pappas and Common Council,

I am respectfully asking for permission to move forward with the ordering and placement of "No Smoking or Vaping" signage at all of our municipal park and recreational facility sites. The signage is in accordance with Section 79 of the City Code as established from the recent "Smoke Free Parks" resolution passed earlier this month.

The cost of the signage will be covered by CHANT (Community Health Alliance of North Tonawanda) and the Tobacco Free Coalition of Erie and Niagara County. A draft of the signage is attached for your review.

Respectfully Submitted,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors

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2020 NOV 19 PM 12:31  
NORTH TONAWANDA NY



CITY OF North Tonawanda

Smoke-Free Parks

**NO SMOKING**



**OR**



**VAPING**

In accordance with Section 79  
of the City Code.

Need help to stop smoking or vaping?

[nysmokefree.com](http://nysmokefree.com)

*Provided by*

**TOBACCO  
FREE** Coalition of  
Erie & Niagara



77 total signs -



XIV.2

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

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



November 19, 2020

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

Dear Mayor Pappas and Common Council,

Our department is respectfully requesting to enter into an agreement with Bench Craft Company for implementation of new tee signs (27) and ball washers (27) at Deerwood Golf Course.

Bench Craft Company provides free custom designed products to 4,500 golf courses across North America including golf course guides, benches, tee signs, ball washers and display boards. All products are sponsored by the advertisements on them which feature businesses near the golf course, making obtaining these products free for us. To date, Bench Craft currently provides printing of our scorecards at no fee.

Per the agreement, Bench Craft will design, create and install 27 tee signs at no cost. (Sample signage can be pictured on the attached document). Additionally, they will provide 27 ball washers, paying the city \$25 per ball washer each year. Bench Craft handles the solicitation of sponsorships and changing of sponsorship signs. Terms of the agreement are also attached for review.

Respectfully Submitted,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors

2020 NOV 19 PM 12:31  
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE



Made from high quality cedar, Classic Tee Signs feature an aerial view of the hole along with yardage and par information. Signs are low-maintenance and designed to withstand the elements. Sponsorship ad is placed on the lower portion of the sign.

Each golf ball washer is cast in permanent mold aluminum alloy and then powder coated. One advertising sponsor is featured on the front of each golf ball washer



# BENCH CRAFT COMPANY

A Division of Transportation Media, Inc. • BenchCraftCompany.com • P.O. Box 6343 Portland, OR 97228  
(800) 824 6311 • f (503) 221 9737 • ATTENTION: Vince Limusso 

## OFFER TO SUPPLY FREE TEE MARKER SIGNS & GOLF BALL WASHERS

This agreement is made between Bench Craft Company and the undersigned golf course for a period of four (4) years commencing upon delivery of product(s). Bench Craft Company is engaged in the business of selling sponsor's messages to be placed on custom designed tee marker signs & golf ball washers with the understanding that they will be placed at the tees and other locations at the golf course (list additional locations below) and are to be used exclusively by the golf course. Each product will display information specific to the golf course. All information needed to complete the product(s) is to be provided by the golf course to Bench Craft Company within 30 days from the date of this agreement.

As sole consideration of the promises herein made by the golf course, Bench Craft Company agrees to furnish custom designed product(s) at **NO COST WHATSOEVER TO THE GOLF COURSE**, per style \_\_\_\_\_ which shall contain sponsor's messages of reasonable amounts to satisfy the needs of Bench Craft Company. This service is provided to the golf course on the basis that the sponsors are commercially available. During the term of this agreement, Bench Craft Company, in its sole discretion, may replace existing sponsors messages with others containing different sponsor's messages on an annual basis. Bench Craft Company may replace style of product(s) with golf course approval.

Bench Craft Company does routinely screen sponsors and will not sell or place any sponsor that is questionable on moral or ethical grounds. By stating objections to types of businesses or specific businesses herein, the golf course is exercising their right of approval.

ONE PARTICULAR AREA OF CONCERN IS: GOLF RELATED BUSINESSES: \_\_\_\_\_ (CHECK ONE)  OK  NOT OK  
 ANOTHER AREA OF CONCERN IS: USER CONTRIBUTION: \_\_\_\_\_ (CHECK ONE)  OK  NOT OK  
 ALL OTHER TYPES OF BUSINESSES/SPECIFIC BUSINESSES **NOT ACCEPTABLE:** \_\_\_\_\_

Any effort made by the golf course or golf course personnel to negatively affect the ability of Bench Craft Company to install and maintain product(s) or to make sales to sponsors shall be construed as a breach of contract giving rise to consequential damages. The golf course agrees to use the most recent supply of product(s) on hand.

The golf course also agrees to perform occasional maintenance, including draining ball washers during freezing temperatures if applicable, and to install sponsor panels (if this is done at the request of Bench Craft Company, the golf course will be compensated for their time). The golf course agrees to provide Bench Craft Company and/or its agents with vehicle access to golf course for posting of and/or maintenance of products.

THE SIGNATORY OF THIS AGREEMENT IS A REPRESENTATIVE OF THE  OWNER OF THE GOLF COURSE  LESSEE OF THE GOLF COURSE  
 IF LESSEE, THE REMAINING TERM OF THE LEASE IS: \_\_\_\_\_ LESSOR AND LEGAL OWNER OF THE COURSE IS: \_\_\_\_\_

### BENCH/GOLF BALL WASHER BONUS

OTHER CONDITIONS: Program includes design, manufacturing, delivery, installation, shipping, maintenance and/or replacements, sponsor account management all at no cost.

- # \_\_\_\_\_ Benches x \$25 per year (initial payment 30 days after signing. Subsequent payments made annually)
- \*# 27 Golf Ball Washers x \$25 per year (initial payment 30 days after signing. Subsequent payments made annually)

The initial term of this agreement is for four (4) years. Unless written notice of termination is given by either party more than one (1) year prior to expiration of any term, this agreement shall again automatically renew for additional four (4) year periods. In the event suit or action is instituted to enforce this agreement or any of its provisions, the prevailing party shall be entitled to recover reasonable attorney fees and costs in all courts at trial and appeal. County of Multnomah, State of Oregon shall have jurisdiction.

This agreement is complete in itself. It contains all of the terms of the agreement and neither party will rely on any verbal representations, either expressed or implied, not contained or expressed herein. This agreement shall not be modified except by written agreement signed by Bench Craft Company and the undersigned golf course. All products, intellectual property and artwork created under this agreement shall remain the sole property of Bench Craft Company. Should notice of termination be given by either party the golf course agrees to cooperate fully in the return of all products and artwork created. This agreement shall be binding upon the heirs, successors and assigns of both parties and as such will be included in any bill of sale.

The golf course shall require twenty-seven (27) tee marker signs & twenty-seven (27) golf ball washers all at no cost with advertisement spaces.

BY \_\_\_\_\_  
 Bench Craft Company  
 DESIRED LOCATIONS: One per tee box

BY DEERWOOD GOLF COURSE

AUTHORIZED SIGNATURE  \_\_\_\_\_

\*SPECIAL INSTRUCTIONS: \$675 annual payment for golf ball washer placement

PRINT NAME \_\_\_\_\_

# OF HOLES: 27

TITLE \_\_\_\_\_

ANNUAL ROUNDS: \_\_\_\_\_

MAILING ADDRESS: 1018 Sweeney Street

TOTAL YARDAGE: \_\_\_\_\_

CITY: North Tonawanda STATE: NY ZIP: 14120

GOLF COURSE PHONE: 716-895-4626

SHIPPING ADDRESS: same

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

CONTACT: Bob Kania

FOR SPONSOR QUESTIONS

PLEASE ATTACH CURRENT SCORECARD WITH SIGNED AGREEMENT

XIV.3

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

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



November 24, 2020

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

Dear Mayor Pappas and Common Council,

Please review the proposed program fee schedule for 2021 for all our programs associated with our Department. The items listed are only items with fee changes, all other items not listed will remain the same.

Understand that raising prices is never something we desire to do, especially during difficult times; however, it is important to remain fiscally responsible and so the proposed fee increases are reflective of the increased costs of doing business (seasonal wages, maintenance costs, etc). For your convenience I've including cost comparisons of similar programs from neighboring municipalities, as well as some notes for consideration related to the cost changes.

Upon your review, I respectfully ask for your approval for the fee changes to be implemented beginning in the 2021 calendar year.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Alex Domaradzki', with a stylized flourish at the end.

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors

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NORTH TONAWANDA NY

## Deerwood Golf Course

Increase greens fees by \$1 per round. Increase cart fees by \$1 per round. All season passes, tournament & league fees, and discount punch cards are adjusted accordingly.

*Notes/Justification: Last time fees were changed was 2019 (with exception of Senior Rates which were not touched).*

- *In those two years, with state mandated minimum wage increases, it will cost and additional \$27,300 in seasonal staffing alone for course operations and maintenance.*
- *Assuming COVID-19 restrictions will still be in place for the golf season, we will need to once again increase our seasonal cart supply by 30 carts to meet the needs of the golfers. This is an added cost of \$15,000 to the City for the season.*
- *With proposed increases in fees we are still at a lower playing cost than comparable municipal courses such as Brighton & Sheridan.*

| <b><u>Golf Daily Fees</u></b>         | <b><u>2020</u></b> | <b><u>2021</u></b> |
|---------------------------------------|--------------------|--------------------|
| Greens Fee: 9-hole Resident Adult     | \$11.00            | \$12.00            |
| Greens Fee: 9-hole Non Resident Adult | \$16.00            | \$17.00            |
| Greens Fee: 9 or 18 hole Senior       | \$10.00            | \$11.00            |
| Greens Fee: 9 or 18 hole Youth        | \$10.00            | \$11.00            |
| Greens Fee: 18-hole Resident          | \$15.00            | \$16.00            |
| Greens Fee: 18-hole Non Resident      | \$28.00            | \$29.00            |
| Cart Rental: 9-holes (per person)     | \$6.00             | \$7.00             |
| Cart Rental: 18-holes (per person)    | \$12.00            | \$13.00            |

| <b><u>Golf IDs &amp; Promos</u></b>    | <b><u>2020</u></b> | <b><u>2021</u></b> |
|--|--------------------|--------------------|
| Adult Resident ID (1yr)                | \$25.00            | \$25.00            |
| Adult Resident ID (2yr)                | \$40.00            | \$40.00            |
| Youth Resident ID (1yr)                | \$10.00            | \$10.00            |
| Senior Resident ID (1yr)               | \$10.00            | \$10.00            |
| 20 use card Resident (9-holes)         | \$195.00           | \$215.00           |
| 20-use card Non-Resident (9-holes)     | \$300.00           | \$315.00           |
| 20-use cart rental (1 person; 9-holes) | \$100.00           | \$120.00           |

| <b><u>Golf Season Passes</u></b> | <b><u>2020</u></b> | <b><u>2021</u></b> |
|----------------------------------|--------------------|--------------------|
| Resident Season Pass             | \$480.00           | \$515.00           |
| Disabled Veteran Season Pass     | \$325.00           | \$360.00           |
| Senior Season Pass               | \$300.00           | \$335.00           |
| Youth Season Pass                | \$160.00           | \$195.00           |
| Family Pass (first member)       | \$480.00           | \$515.00           |
| Family Pass (additional member)  | \$380.00           | \$415.00           |
| Non Resident Season Pass         | \$760.00           | \$795.00           |
| Non Resident Disabled Vet        | \$660.00           | \$695.00           |
| Cart Season Pass                 | \$420.00           | \$450.00           |
| Private Cart Permit              | \$375.00           | \$410.00           |

| <b><u>Tournament &amp; League Fees</u></b> | <b><u>2020</u></b> | <b><u>2021</u></b> |
|--|--------------------|--------------------|
| 9-hole Tournament Fee (per golfer)         | \$19.00            | \$21.00            |
| 18-hole Tournament Fee (per golfer)        | \$33.00            | \$35.00            |
| Weekday League Fee (per golfer)            | \$22.00            | \$23.00            |
| Weekend League Fee (per golfer)            | \$27.00            | \$28.00            |
| Weekend Extended League Fee (per golfer)   | -                  | \$35.00            |

**Fee comparison with comparable municipal courses**

|                        | 9 hole with cart<br>Resident Rate | 18 hole with cart<br>Resident Rate | 9 hole with<br>cart<br>NR Rate | 18 hole with<br>cart<br>NR Rate |
|------------------------|-----------------------------------|------------------------------------|--------------------------------|---------------------------------|
| Sheridan Course        | \$25.00                           | \$36.00                            | \$34.00                        | \$48.00                         |
| Brighton Course        | \$23.00                           | \$34.00                            | \$30.00                        | \$43.00                         |
| <b>Deerwood Course</b> | <b>\$19.00</b>                    | <b>\$29.00</b>                     | <b>\$24.00</b>                 | <b>\$42.00</b>                  |

**Parks Rentals & Permits**

Increase the pavilion rentals by \$15 for pavilions with a kitchen (highest demand) and \$10 for pavilions with no kitchen. Make rentals allowable for non-residents at an increased cost to maximize the rentals each week (currently we do not rent to non-residents).

| <b><u>Pavilion Rentals</u></b>       | <b><u>2020</u></b> | <b><u>2021</u></b> |
|--------------------------------------|--------------------|--------------------|
| Pavilion with kitchen (Resident)     | \$60.00            | \$75.00            |
| Pavilion NO kitchen (Resident)       | \$50.00            | \$60.00            |
| Pavilion with kitchen (Non-Resident) | N/A                | \$90.00            |
| Pavilion NO kitchen (Non-Resident)   | N/A                | \$70.00            |

***Pavilion Rental Comps***

|                                 | <b>N. Ton.<br/>Res / Non.<br/>Res</b> | <b>Niagara County</b> | <b>Town of Ton.<br/>Res / Non.<br/>Res</b> | <b>Ellicot Creek</b> | <b>City of Ton.<br/>Res / Non.<br/>Res</b> |
|---------------------------------|---------------------------------------|-----------------------|--|----------------------|--|
| Small (60 or less) no electric  | -                                     | \$40.00               | \$60 / \$160                               | \$70.00              |  |
| Small (60 or less) electric     | <b>\$60 / \$70</b>                    |                       | \$80 / \$185                               |                      | \$50 / \$75                                |
| Large (60 or more) no electric  | -                                     | \$65.00               | -  | \$120.00             |  |
| Large (60 or more) electric     | <b>\$60 / \$70</b>                    | \$70.00               | \$105 / \$210                              |                      | \$75 / \$150                               |
| Large (60 or more) with kitchen | <b>\$75 / \$90</b>                    | -                     | -  | -                    | -  |

## Boat Launch Trailer Permit Stickers

Increase the Trailer Permit for non-residents by \$10.00 and increase the daily pass at Gratwick by \$1.00. *Note: Currently non-resident trailer permits make-up 63% of our permit owners.*

| <u>Boat Launch Trailer Parking Permits</u> | <u>2020</u> | <u>2021</u> |
|--|-------------|-------------|
| Resident Trailer Permit                    | \$30.00     | \$30.00     |
| Non Resident Trailer Permit                | \$30.00     | \$40.00     |
| Daily Passes (Gratwick Kiosk)              | \$5.00      | \$6.00      |

## Memorial Pool Fees

Increase swim lesson fees by \$5.00 per session. Make resident daily swim universal (youth and adult) to \$1.00. Increase non-resident rate to \$2.50. *Notes/Justification:*

- *Daily swim fees have been the same for over 20 years. Meanwhile minimum wage has risen \$7.35/hr in that time period, equating to an increased cost of \$59,000 for staffing now compared to in 2000. Rates need to better reflect the additional cost of operation to the City.*

| <u>Swim Lessons</u>                             | <u>2020</u> | <u>2021</u> |
|---|-------------|-------------|
| Resident  | \$45.00     | \$50.00     |
| Resident Sibling Rate (for each additional)     | \$40.00     | \$45.00     |
| Non Resident                                    | \$65.00     | \$70.00     |
| Non Resident Sibling Rate (for each additional) | \$60.00     | \$65.00     |
| <br>  |             |             |
| <u>Open Swim</u>                                | <u>2020</u> | <u>2021</u> |
| Resident Youth                                  | \$0.50      | \$1.00      |
| Resident Adult                                  | \$1.00      | \$1.00      |
| Non-Resident                                    | \$2.00      | \$2.50      |

## Youth Program Fees

Many of our youth program costs will remain the same as they've been adjusted accordingly over the years. The following two programs reflect an increase in cost that is appropriate to the cost of operating the program.

| <b><u>Youth Touch Football</u></b>              | <b><u>2020</u></b> | <b><u>2021</u></b> |
|---|--------------------|--------------------|
| Resident  | \$30.00            | \$40.00            |
| Resident Sibling Rate (for each additional)     | \$20.00            | \$30.00            |
| Non-Resident                                    | \$45.00            | \$55.00            |
| Non-Resident Sibling Rate (for each additional) | \$35.00            | \$45.00            |
| <b><u>Youth Summer Basketball</u></b>           | <b><u>2020</u></b> | <b><u>2021</u></b> |
| Resident  | \$30.00            | \$40.00            |
| Resident Sibling Rate (for each additional)     | \$20.00            | \$30.00            |
| Non-Resident                                    | \$45.00            | \$55.00            |
| Non-Resident Sibling Rate (for each additional) | \$35.00            | \$45.00            |



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

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



November 25, 2020

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

Dear Honorable Body:

Please review and approve for signing the attached renewal agreement between Mrs. Diane Sheehan and the City of North Tonawanda. Mrs. Sheehan provides the Youth Court and First Offender services to our department as an Independent Contractor. The agreement will allow these services to continue through December 31, 2021. Programs provided by Mrs. Sheehan are reimbursed through the Niagara County Youth Bureau at the end of each year.

City Attorney, Luke Brown has received the agreement and will forward it to the Mayor's office for the required approval and notarized signature.

Sincerely,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors  
695-8520 x5510  
[alexdomaradzki@northtonawanda.org](mailto:alexdomaradzki@northtonawanda.org)

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CITY CLERKS OFFICE  
2020 NOV 25 PM 1:47  
NORTH TONAWANDA NY

## AGREEMENT

Agreement is hereby made between the City of North Tonawanda with a business address at City Hall, 216 Payne Avenue, North Tonawanda, New York 14120, hereafter referred to as Client, and Ms. Diane Sheehan with a business address at 142 Vine Street, Lockport, New York 14094, hereafter referred to as Independent Contractor, set forth below according to the following terms, conditions and provisions:

The Independent Contractor certifies that she is established in an independent business offering services to the public and has obtained a Certificate of Business effective January 1, 1998.

The Independent Contractor has significantly invested in facilities and/or equipment to adequately provide its services to the public and is free to provide such services concurrently to other clients or businesses.

The Independent Contractor assumes all risk for profit or loss in providing services to the client and is free to establish the hours of work and schedule of activities under this agreement without control or stipulations by the client.

The Independent Contractor will function without the direct supervision of the client and will provide all facilities, equipment and supplies for the performance of the services under this agreement.

The Independent Contractor, under the terms of this agreement, will provide the following services to the client:

1. To conduct the Youth Court Program on an ongoing basis which will hold court at least once per month.
2. To recruit new agencies which are willing to supervise youth who are required to complete community service hours.
3. To organize and implement a Community Relations Seminar.
4. To conduct recruiting and training for youth interested in becoming Youth Court officials.
5. To conduct the First Offender Program on an ongoing basis.
6. To divert 20 offenders between the ages of 13-21 from the criminal justice system. The groups will consist of no more than 20 youth per group.

The Independent Contractor will receive from the client the amount of \$18,831.96 (eighteen thousand eight hundred and thirty one dollars and ninety six cents) for the satisfactory delivery of the services specified in the above paragraph. This amount will be paid in a monthly amount of \$1569.33 (one thousand five hundred and sixty nine dollars and thirty three cents) per month.

The Client shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor beyond the stipulations of this agreement unless otherwise agreed in writing.

The Independent Contractor shall supply, at Independent Contractor's sole expense, all equipment, materials and/or supplies to provide the service here-to-fore agreed.

Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by CLIENT on behalf of the Independent Contractor or the employees of the Independent Contractor.

Because the Independent Contractor is engaged in her own independent business, the Independent Contractor is not eligible for, and shall not participate in, any employer pension, health or other fringe benefit plan of the CLIENT.

The Independent Contractor understands that she is responsible to pay, according to federal and state law, the Independent Contractor's income taxes. The Independent Contractor further understands that she may be liable for self-employment (Social Security) tax, to be paid by the Independent Contractor according to law.

No workers' compensation insurance shall be obtained by the CLIENT concerning the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor.

Without cause, either party may terminate this agreement after giving 30 days written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

With reasonable cause, either party may terminate this agreement effective immediately upon giving of written notice of termination for cause. Reasonable cause shall include:

1. Material violation of this agreement.
2. Any act exposing the other party to liability to others for personal injury or property damage.

The failure of either party to exercise any of its rights under this agreement for breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

The Independent Contractor has no authority to enter into contracts or agreements on half of the CLIENT. This agreement does not create a partnership between the Independent Contractor and the CLIENT.

The Independent Contractor declares that she has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt required, to the party at the party's address stated herein. Any party may change its business address stated herein by giving notice of the change in accordance with this paragraph.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of New York.

This is the entire agreement of the parties and cannot be changed or modified orally.

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

This Agreement shall become effective at:

12:00 A.M. on January 1, 2021 and shall terminate at 11:59 P.M. on December 31, 2021

IN WITNESS WHEREOF, the parties hereto have executed the CONTRACT without duress or coercion as of the dates appearing below their signature.

CLIENT

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

STATE OF NEW YORK )  
COUNTY OF NIAGARA ) ss.:  
CITY OF NORTH TONAWANDA)

On this \_\_\_\_\_ day of \_\_\_\_\_, 200 , before me, the undersigned, a Notary Public in and for the State of New York, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NIAGARA ) ss.:  
CITY OF NORTH TONAWANDA)

On this \_\_\_\_\_ day of \_\_\_\_\_, 200 , before me, the undersigned, a Notary Public in and for the State of New York, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

XIV

DEC 01 2020

November 16, 2020

Donna Braun

City Clerk/Treasurer

216 Payne Avenue

North Tonawanda, NY 14120

#### Traffic Safety Minutes:

The November 16, 2020 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1630 hours via phone. Roll call showed the following members present: R. Frank, J. Sikora, M. Daigler, M. Meisenburg, M. Lemke, A. DiBernardo, D. Grinnell, M. Anastasi. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

1. Jim Hanna had a complaint regarding political flags on utility poles on Drake Drive and St. Joseph's Drive. Member Daigler and Frank checked on the flags which were not a traffic hazard. Daigler will contact National Grid to have them remove the flags off of their utility poles.
- ② Member Grinnell recommended taking out the stop signs at Maple Terrace and Oakwood Terrace in October. The committee looked into the recommendation and is requesting that the stop sign on Oakwood Terrace at the T-intersection be removed.
3. The DPW painted new dash lines on Felton Street to help with the flow of traffic.
4. The DPW placed new "no parking" signs in front of Matt's Music on Oliver Street to help with the line of sight.

Meeting Adjourned at 1815 hours

Travel safely,

Robert J. Frank



Department of Police

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

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

DEC 01 2020

November 24, 2020

Honorable Mayor Arthur G. Pappas and  
Members of the City of North Tonawanda Common Council

Ladies and Gentlemen:

Please find attached the Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&T Report for the month of October 2020.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "TEK".

Thomas E. Krantz  
Chief of Police

cc: Eric Zadzilka  
cc: Austin Tylec  
cc: Robert Pecoraro  
cc: Robert Schmigel  
cc: Frank DiBernardo

TEK/sd



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|--|
| <p>NORTH TONAWANDA POLICE DEPARTMENT<br/> SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF OCTOBER 2020</p> |
|--|

CRIMINAL

|  |     |
|--|-----|
| Complaints received and investigated                     | 119 |
| Complaints cleared by arrest or exceptional clearance    | 67  |
| Complaints ruled unfounded                               | 2   |
| Number of males arrested                                 | 35  |
| under 18:  | 0   |
| over 18:   | 35  |
| Number of females arrested                               | 6   |
| under 18:  | 0   |
| over 18:   | 6   |
| Arrests for other authorities                            | 3   |
| Failure to Appear/Violation of Probation Warrant Arrests | 23  |
| Above complaints cleared by J.A.B.                       | 14  |
| Complaints cleared by J.A.B. from previous months        | 1   |

TRAFFIC

|                          |     |
|--------------------------|-----|
| Traffic summonses issued | 725 |
| DWI arrests              | 5   |
| Parking tags issued      | 30  |

MISCELLANEOUS

|   |             |
|---|-------------|
| Miscellaneous service                       | 2,515       |
| Incident reports                            | 93          |
| Vehicle accidents                           | 64          |
| Vehicle accidents (fatal)                   | 0           |
| Vehicle stops                               | 757         |
| Police escorts                              | 0           |
| Prisoner meals                              | 47          |
| Mug shots taken                             | 44          |
| Fingerprints taken                          | 44          |
| Persons missing and located                 | 5           |
| Automobiles stolen                          | 1           |
| Automobiles recovered                       | 2           |
| Automobiles recovered for other authorities | 1           |
| Record check fees                           | \$150.00    |
| Photocopy fees                              | \$9.55      |
| Fingerprint fees                            | \$0.00      |
| Fines collected                             | \$26,044.48 |
| Value of property damaged                   | \$15,626.00 |
| Value of property stolen                    | \$21,784.67 |
| Value of property recovered                 | \$11,362.37 |

Respectfully submitted,



Thomas E. Krantz  
Chief of Police

TEK/sd

|  |
|--|
| <p>NORTH TONAWANDA POLICE DEPARTMENT<br/> SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF OCTOBER 2020</p> |
|--|

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

| <u>TYPE OF OFFENSE</u>               | <u>COMPLAINTS</u> |         |           |
|--------------------------------------|-------------------|---------|-----------|
|                                      | Received          | Cleared | Unfounded |
| AGG. ASSAULT                         | 4                 | 2       |           |
| ALL OTHER OFFENSES                   | 5                 | 4       |           |
| ARSON                                | 0                 | 0       |           |
| BURGLARY                             | 9                 | 1       |           |
| COERCION                             | 0                 | 0       |           |
| CRIMINAL MISCHIEF                    | 8                 | 2       |           |
| CRIM POSS WEAPON                     | 2                 | 2       |           |
| DIS CON/HARASS                       | 15                | 6       | 1         |
| DRUG OFFENSES                        | 14                | 0       |           |
| EMBEZZLEMENT                         | 0                 | 0       |           |
| FAILURE TO APPEAR                    | 23                | 23      |           |
| FORGERY                              | 0                 | 0       |           |
| FRAUD (ID THEFT)                     | 3                 | 0       |           |
| LARCENY                              | 15                | 3       | 1         |
| LEAVING THE SCENE                    | 9                 | 3       |           |
| MURDER                               | 0                 | 0       |           |
| RAPE                                 | 0                 | 0       |           |
| ROBBERY                              | 2                 | 2       |           |
| SEXUAL OFFENSES                      | 2                 | 1       |           |
| SIMPLE ASSAULT                       | 6                 | 6       |           |
| STOLEN PROPERTY                      | 1                 | 1       |           |
| UNAUTH USE M/V                       | 1                 | 1       |           |
| VIOL OF PROBATION                    | 0                 | 0       |           |
| ARRESTS FOR OTHER AUTHORITIES        |                   | 3       |           |
| ARRESTS/CLEAR COMPS. FM PREV MONTHS  |                   | 7       |           |
| TOTALS                               | 119               | 67      | 2         |
| # OF ABOVE COMPLAINTS CLEARED BY JAB |                   | 14      |           |
| # CLEARED BY JAB FROM PREV MONTHS    |                   | 1       |           |

**V & T REPORT FOR THE MONTH OF OCTOBER 2020**

|   |     |
|---|-----|
| SPEEDING  | 344 |
| REDLIGHT VIO.                                       | 36  |
| STOP SIGN VIO.                                      | 115 |
| NO REGISTRATION                                     | 11  |
| NO LICENSE  | 30  |
| FAULTY EQUIPMENT                                    | 25  |
| NO INSPECTION                                       | 25  |
| FAILED TO YIELD RIGHT OF WAY                        | 2   |
| SEAT BELT VIO.                                      | 3   |
| NO INSURANCE  | 6   |
| LICENSE PLATE VIO.                                  | 9   |
| IMPROPER TURN                                       | 9   |
| DROVE ON LEFT OF PAVEMENT MARKINGS                  | 8   |
| LEAVING SCENE OF INCIDENT                           | 5   |
| FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST         | 1   |
| AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE     | 6   |
| FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS | 11  |
| MISCELLANEOUS                                       | 52  |

TOTAL 698

**TRAFFICE MISD.**

**#OF COMPLAINTS/ARRESTS**

|   |    |
|---|----|
| DWI-----  | 5  |
| OPERATING WHILE REG. SUSPENDED/REVOKED-----           | 10 |
| AGGRAVATED UNLICENSED OPERATION 3 <sup>RD</sup> ----- | 18 |
| AGGRAVATED UNLICENSED OPERATION 2 <sup>ND</sup> ----- | 13 |
| RECKLESS DRIVING-----                                 | 2  |
| OPER/PERMIT OPER/LIC/REG REV - ART 7-----             | 1  |

**FELONIES**

|   |   |
|---|---|
| AGGRAVATED UNLICENSED OPERATION 1 <sup>ST</sup> ----- | 2 |
|---|---|

**FINES:**

(CITY IMPOSED):

|                  |              |
|------------------|--------------|
| TRAFFIC:         | \$ 25,391.98 |
| PENAL LAW:       | \$ 7.50      |
| CITY ORDINANCE:  | \$ 0.00      |
| BAIL FORFEITURE: | \$ 0.00      |
| PARKING TAGS:    | \$ 645.00    |

TOTAL FINES \$ 26,044.48

MUG SHOTS: 44

PARKING TAGS: 30

MEAL TICKETS: 47