

DONNA L. BRAUN
City Clerk-Treasurer
dbraun@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

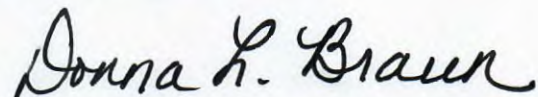
June 29, 2023

The following meetings have been scheduled for WEDNESDAY, JULY 5, 2023:

6:15PM Common Council Meeting Discussion

6:30 PM Common Council Meeting in the Common Council Chambers

Respectfully submitted,



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

**TO: Honorable Mayor & Common Council
Alderman Schmigel, DiBernardo, Lavey, Loncar, Marranta**

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session WEDNESDAY JULY 5, 2023 6:30PM

AUDIENCE PARTICIPATION – Agenda items only, not to exceed 90 minutes with each speaker limited to a five-minute maximum.

COMMUNICATIONS FROM CITY OFFICIALS

- I.1 Mayor - Re: Appointment of Keith Glass as Chief of Police for the City of North Tonawanda**
- I.2 Mayor - Re: Temporary appointment of Adam Abramo as Building Maintenance Supervisor for the City of North Tonawanda**
- I.3 Mayor - Re: Approval of Agreement between the North Tonawanda School District and the City of North Tonawanda to provide School Resource Officers**
- II. Attorney - Re: Approval to Abandon the Alley between Main Street and Marion Street**
- VII.1 Accountant - Re: Approval of the 2023 Capital Improvement Plan Serial Bond Resolution for the WWTP to obtain WIA Grants for Carbon Piping, and Digester Rehabilitation and Twin City Memorial Highway feasibility grant from the Federal Government**
- IV.1 Engineer - Re: Approval of Resolution for SEQR Review – Type II Action for City of North Tonawanda Wastewater Treatment Plant – Process Piping**
- IV.2 Engineer - Re: Approval of Resolution for SEQR Review – Type II Action for City of North**

**Tonawanda Wastewater Treatment Plant
– Sludge Handling Process Plan**

- VII.2 Accountant - Re: Payment of the Abstract of Claims Dated July 5, 2023**
- VII.3 Accountant - Re: Approval of the 2024 Part-Time Wage Schedule**
- IX. Supt. Public Works - Re: Approval of City Code Change to Section 45-7 Solid Waste Collection – Non-Residential Additional Totes**
- X.1 Police Chief - Re: Permanent appointment of Jeffrey Swick to the rank of Lieutenant for the North Tonawanda Police Department**
- X.2 Police Chief - Re: Appointment of Erik Herbert to rank of Lieutenant for the North Tonawanda Police Department**
- XI.1 Fire Chief - Re: Approval of the new by-laws for the Fire Police group**
- XI.2 Fire Chief - Re: Approval to Amend City Code Chapter 37A Emergency Services Cost Recovery – Fee Schedule**
- XVII. Traffic Safety Committee - Re: Various Traffic Safety Recommendations from their June meeting**

Respectfully submitted,



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

Office of the Mayor

AUSTIN J. TYLEC

I-1

JUL 05 2023

June 27, 2023

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

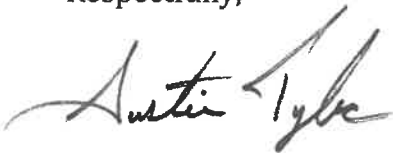
Re: Appointment of Police Chief

Dear Honorable Body,

Please receive and file the following notice that the Civil Service Certified Eligible List has been received for the North Tonawanda Police Chief position. Keith Glass currently holds the position on a provisional basis and has successfully passed the Police Chief exam. Therefore, I am permanently appointing Keith Glass as Police Chief effective July 1, 2023.

Thank you for your attention and Congratulations to Chief Glass!

Respectfully,



Austin Tylec
Mayor

2023 JUN 27 PM8:39
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

T.2

JUL 05 2023

June 29, 2023

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

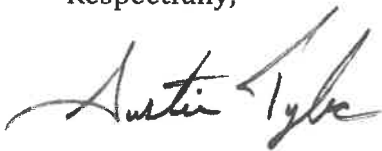
Re: Temporary Assignment – Adam Abramo

Dear Honorable Body,

Please be advised our Building Maintenance Supervisor, John DiVirgilio, has retired with his last day on June 28, 2023. Adam Abramo will be temporarily assigned out of title work duties as Building Maintenance Supervisor effective June 29, 2023 until a permanent appointment is made. Mr. Abramo will receive Step 1 compensation per section “6.2 Assignments” of the CSEA Bargaining Agreement.

Thank you for your attention to this matter.

Respectfully,



Austin Tylec
Mayor

RECEIVED
CITY CLERK'S OFFICE

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

I.3

JUL 05 2023

June 28, 2023

North Tonawanda Common Council
216 Payne Ave (City Hall)
North Tonawanda, NY 14120

Re: School Resource Officer Agreement

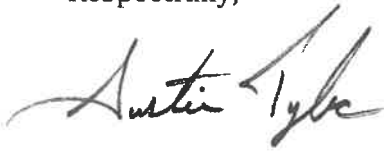
Dear Honorable Body,

Upon successful discussions with the North Tonawanda City School District, Police Chief Glass and I were able to secure a four-year contract to provide four School Resource Officers. The proposed amount to be paid for the 2024-2025 school year is \$110,000 per SRO and \$125,400 per SRO for 2025-2026, 2026-2027 and 2027- 2028.

Please reference the attached School Resource Officer Agreement. This agreement will be a critical part of keeping our NT students and faculty safe.

Thank you for your attention of this matter.

Respectfully,



Austin Tylec
Mayor

2023 JUN 29 AM 11:29
NORTH TONAWANDA NY

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made as of the ___ day of _____ 2023, 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 assigned building. The SRO assigned K-3 Elementary buildings will develop and maintain a rotation schedule in collaboration with the superintendent and police chief. There are a total of four (4) SROs for the terms and length of this contract.

3. **Term.** The Term of this Agreement shall commence on August 1, 2023 (or, if renewed, the first day that teachers report to school) and shall terminate on July 31, 2028, 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 for an 8-hour day, 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 daily 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 workday, 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 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 2023-2024 school year shall be \$110,000 per SRO. For the 2024-2025, 2025 –2026, 2026- 2027 and 2027- 2028 school years the annual amount will be 125,400 each year per SRO. 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, 2024.

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 _____, 2023 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on _____, 2023.

IN WITNESS WHEREOF, the Parties agree to comply with the foregoing obligations and acknowledge their consent to same as indicated by the signatures below:

CITY OF NORTH TONAWANDA SCHOOL DISTRICT

By: _____
Gregory J. Woytila, District Superintendent

CITY OF NORTH TONAWANDA

By: _____
Austin Tylec, Mayor

CITY OF NORTH TONAWANDA POLICE DEPARTMENT

By: _____
Keith Glass, Chief of Police

City of North Tonawanda

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

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

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

June 19, 2023

JUL 05 2023

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

RE: Abandoned Alley Between Main Street & Marion Street

Dear Honorable Body:

As you may know the City of North Tonawanda has proposed abandoning the above-referenced alleyway to the adjacent property owners. After contacting them in writing, the following adjacent property owners have agreed to the property split (approximately 8.25 ft. each): Sunshine 5449 Holdings, LLC, Tremont-Brick Company, and Verizon NY, Inc.

Should your Honorable Body concur, please pass a resolution to move forward/facilitate the alleyway split to the adjacent property owners, subject to further review by the City Attorney.

Very truly yours,

Edward A. Zebulsky, III
City Attorney

EAZ/lk
Att.

cc: Donna Braun, City Clerk-Treasurer

2023 JUN 19 PM2:10
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

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

VII. 1

JUL 05 2023

June 29, 2023

Honorable Austin J. Tylec, Mayor
And Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

2023 JUN 29 PM 12:28
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Dear Honorable Body:

In accordance with the City of North Tonawanda 2023 Capital Improvement Plan, please find a serial bond resolution in aggregate amount of \$24,855,000 from our Bond Counsel, Harris Beach, LLP.

Accordingly, please have this resolution adopted by at least a two-thirds vote of the body and have it published in the official newspaper of the City, together with the legal notice of estoppel.

This resolution is for the Wastewater treatment plant to obtain WIIA grants for Carbon Piping, along with Digester rehabilitation. This resolution also includes the Total for the Twin City Memorial highway feasibility grant from the Federal Government.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE "CITY") AUTHORIZING THE ISSUANCE OF \$24,855,000 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS

WHEREAS, the Common Council of the City of North Tonawanda (the "City") proposes to authorize the issuance of \$24,855,000 in serial bonds of the City to finance various public improvements and purposes, as described herein, appropriate funds for such purposes and to make certain determinations in connection with such purposes; and

WHEREAS, all conditions precedent to the financing of each of the objects or purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act (collectively, "SEQRA"), have been performed and therefore no further action need be taken by the Common Council under SEQRA as a pre-condition to the adoption of this resolution; and

WHEREAS, the Common Council now wishes to appropriate funds for the various public improvements and purposes and to authorize the issuance of the City's bonds and bond anticipation notes to be issued to finance said appropriation.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK HEREBY RESOLVES (by the affirmative vote of not less than two-thirds of all the members of such body), AS FOLLOWS:

SECTION 1. The City is hereby authorized to issue \$4,830,000 principal amount of serial bonds pursuant to the provisions of the Local Finance Law (the "Law") to finance the estimated cost of certain improvements to the City's Wastewater Treatment Plant, specifically at the Carbon Filter Building, as set forth and described in a certain engineering report titled "North Tonawanda WWTP Process Piping Assessment" as prepared by Arcadis of New York, Inc., dated June 2023 and on file with the City Clerk's office. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$4,830,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of up to \$4,830,000 in serial bonds of the City authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, (ii) the application of State and local grant monies expected to be received by the City to either directly pay or reimburse a portion of the cost of the project and/or to repay a portion of any such bond anticipation notes issued under the authority of this resolution, and (iii) the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is hereby determined that the period of probable usefulness for the aforementioned specific object or purpose is thirty (30) years, pursuant to subdivision 4. of paragraph a. of Section 11.00 of the Law.

SECTION 2. The City is hereby authorized to issue \$19,400,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of certain improvements to the City's Wastewater Treatment Plant, specifically the northwest primary digester, as set forth and described in a certain engineering report titled "North Tonawanda

WWTP Sludge Handling Process Plan” as prepared by Arcadis of New York, Inc., dated June 2023 and on file with the City Clerk’s office. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$19,400,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of up to \$19,400,000 in serial bonds of the City authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, (ii) the application of State and local grant monies expected to be received by the City to either directly pay or reimburse a portion of the cost of the project and/or to repay a portion of any such bond anticipation notes issued under the authority of this resolution, and (iii) the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is hereby determined that the period of probable usefulness for the aforementioned specific object or purpose is thirty (30) years, pursuant to subdivision 4. of paragraph a. of Section 11.00 of the Law.

SECTION 3. The City is hereby authorized to issue \$625,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of conducting a feasibility study for the Twin City Memorial Highway Project. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$625,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of up to \$625,000 in serial bonds of the City authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, (ii) the application of federal grant monies expected to be received by the City to either directly pay or reimburse a portion of the cost of the project and/or to repay a portion of any such bond anticipation notes issued under the authority of this resolution, and (iii) the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is hereby determined that the period of probable usefulness for the aforementioned specific object or purpose is five (5) years, pursuant to subdivision 62. of paragraph a. of Section 11.00 of the Law.

SECTION 4. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. This resolution shall constitute a declaration of “official intent” to reimburse the expenditures as part of the projects described herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 5. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the City by

appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 6. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said obligations, and of Section 21.00, Section 50.00, Section 54.90, Sections 56.00 through 60.00, Section 62.10 and Section 63.00 of the Law, the powers and duties of the Common Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Clerk-Treasurer, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Sections 1 and 2 hereof, the power to contract with and sell bonds and bond anticipation notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Law and to approve the terms, form and content of such bonds and bond anticipation notes, consistent with the provisions of the Law, is hereby delegated to the City Clerk-Treasurer. Further, pursuant to subdivision b. of Section 11.00 of the Law, in the event that bonds to be issued for any of the objects or purposes authorized by this resolution are combined for sale, pursuant to subdivision c. of Section 57.00 of the Law, with bonds to be issued for one or more other objects or purposes authorized by this resolution or other resolutions of the Common Council, then the power of the Common Council to determine the "weighted average period of probable usefulness" (within the meaning of subdivision a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the City Clerk-Treasurer, as the chief fiscal officer of the City.

SECTION 7. The City Clerk-Treasurer is hereby further authorized to execute, on behalf of the City, a project financing and loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific objects or purposes described in Sections 1 and 2 hereof, or a portion thereof, by a serial bond, and, or a bond anticipation note issue in the event of the sale of same to the New York State Environmental Facilities Corporation.

SECTION 8. The City Clerk-Treasurer is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The City Clerk-Treasurer is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchaser of any of the bonds or notes

authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The intent of this resolution is to give the City Clerk-Treasurer sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of this Common Council.

SECTION 11. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 12. This resolution shall take effect immediately upon approval by the Mayor and the City Clerk-Treasurer is hereby authorized and directed to publish the foregoing resolution in full, or a summary thereof, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the City (a) for such publication, and (b) for the publication of the notice of sale in connection with any bonds issued pursuant to this resolution.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The following vote was taken and recorded in the public or open session of said meeting:

AYES: NAYS:

Joseph Marranta, President, Alderman-at-Large
Robert Schmigel, 1st Ward Alderman
Frank DiBernardo, 2nd Ward Alderman
Joseph Lavey, Jr., 3rd Ward Alderman
Joe Loncar, Alderman-at-Large

The resolution was thereupon declared duly adopted by a vote of ____ ayes and ____ nays.

July 5, 2023

APPROVED BY:

Austin J. Tylec,
Mayor of the City of North Tonawanda
Date: July ____, 2023

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss:

I, the undersigned City Clerk-Treasurer of the City of North Tonawanda, Niagara County, New York (the "City"), DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting City Clerk-Treasurer of the City and the custodian of the records of the City, including the minutes of the proceedings of the Common Council of the City, and am duly authorized to execute this certificate.

2. A regular meeting of the Common Council of the City (the "Common Council") was held on July 5, 2023, Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of said Common Council. Attached hereto is a true and correct copy of a resolution duly adopted at said meeting and entitled:

BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE "CITY")
AUTHORIZING THE ISSUANCE OF \$24,855,000 IN SERIAL BONDS OF
THE CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS

3. Public Notice of the time and place of said meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of said Board had due notice of said meeting. The meeting was duly convened and held and that said Bond Resolution was duly adopted in all respects in accordance with the law and regulations of the City. To the extent required by law or said regulations, due and proper notice of the meeting was given. A legal quorum of members of the Common Council was present throughout said meeting, and a legally sufficient number of members (2/3's of the Common Council) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

4. Following the adoption of said resolution, it was duly approved [or was deemed to have been approved] by the Mayor of the City on July ____, 2023, in accordance with the requirements of Section 2.023 of the City's Charter and said resolution became effective upon such approval.

5. The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the City of North Tonawanda this ____ day of July, 2023.

CITY OF NORTH TONAWANDA

[SEAL]

By: _____
Donna Braun, City Clerk-Treasurer

ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted by the Common Council of the City of North Tonawanda on July 5, 2023, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of North Tonawanda, Niagara County, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Donna Braun, City Clerk-Treasurer
City of North Tonawanda

SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Common Council of the City of North Tonawanda on July 5, 2023.

1. The resolution is entitled “BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE “CITY”) AUTHORIZING THE ISSUANCE OF \$24,855,000 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS” and authorized serial bonds of the City for the following respective specific objects or purposes, including all the respective principal amounts, and the respective periods of probable usefulness (“PPU”), as indicated below:

(1) Bonds in the principal amount of \$4,830,000 to finance the estimated cost of certain improvements to the City’s Wastewater Treatment Plant, specifically at the Carbon Filter Building, as set forth and described in a certain engineering report titled “North Tonawanda WWTP Process Piping Assessment” as prepared by Arcadis of New York, Inc., dated June 2023; PPU of 30 years;

(2) Bonds in the principal amount of \$19,400,000 to finance the estimated cost of certain improvements to the City’s Wastewater Treatment Plant, specifically the northwest primary digester, as set forth and described in a certain engineering report titled “North Tonawanda WWTP Sludge Handling Process Plan” as prepared by Arcadis of New York, Inc., dated June 2023; PPU of 30 years; and

(3) Bonds in the principal amount of \$625,000 to finance the estimated cost of conducting a feasibility study for the Twin City Highway Memorial Highway Project; PPU of 5 years.

2. Aggregate amount of Debt Obligations Authorized: up to \$24,880,000.

The resolution summarized herein shall be available for public inspection during normal business hours at the offices of the City Clerk-Treasurer, City of North Tonawanda, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120.



**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

June 20, 2023

IV.1

JUL 05 2023

Honorable Austin J. Tylec, Mayor
and Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, New York 14120

**Re: City of North Tonawanda Wastewater Treatment Plant – Process Piping
SEQR Review - Type II Action**

Dear Honorable Body:

As City Engineer, I have determined that this project is a Type II action under section 617.5 of the New York State Department of Environmental Conservation Rules and Regulations for State Environmental Quality Review (SEQR). 6 CRR-NY 617.5 (c)(2) states:

“replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.”

As this is a replacement of the existing process piping within the WWTP no further SEQR review is required. Accordingly, I respectfully request that the Common Council pass the attached resolution indicating that no further action under SEQR is required.

Very truly yours,

Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Edward A Zebulske, III, City Attorney
Jason Koepsell, Superintendent Water and Wastewater
Jeffery Zellner, Assistant City Accountant
Laura Wilson, Director of Community Development

RECEIVED
CITY CLERK'S OFFICE

2023 JUN 20 PM 12:06
NORTH TONAWANDA, NY

RESOLUTION – SEQR
Wastewater Treatment Plant - Process Piping

WHEREAS, in compliance with Part 617 of the implementing regulations pertaining to Article 9 (State Environmental Quality Review Act (SEQR)) of the Environmental Conservation Law, the North Tonawanda City Common Council has reviewed the Process Piping Replacement, proposed for the Wastewater Treatment Plan in the City of North Tonawanda; and

WHEREAS, the City Common Council of the City of North Tonawanda has classified the action as a Type II Exempt Action, comprising the maintenance and repair and involving no substantial changes to the existing facility, which are not subject to SEQR review; and

WHEREAS, the City of North Tonawanda has determined that the proposed project. With is a Type II action, will not have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8.

THEREFORE, BE RESOLVED, that the City Common Council of the City of North Tonawanda after considering the action proposed herein, reviewing the criteria contained in Section 617.5 part c2 of the Rules and Regulations of the SEQRA Regulations, determined that the action is a Type II actions and is not subject to SEQR review; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign required documentation indicating that the proposed action is a Type II Action.



**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

June 20, 2023

JUL 05 2023

Honorable Austin J. Tylec, Mayor
and Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, New York 14120

**Re: City of North Tonawanda Wastewater Treatment Plant – Sludge Handling
Process Plan
SEQR Review - Type II Action**

Dear Honorable Body:

As City Engineer, I have determined that this project is a Type II action under section 617.5 of the New York State Department of Environmental Conservation Rules and Regulations for State Environmental Quality Review (SEQR). 6 CRR-NY 617.5 (c)(2) states:

“replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 of this Part.”

As this is a rehabilitation of the existing digesters at the WWTP no further SEQR review is required. Accordingly, I respectfully request that the Common Council pass the attached resolution indicating that no further action under SEQR is required.

Very truly yours,

Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Edward A Zebulske, III, City Attorney
Jason Koepsell, Superintendent Water and Wastewater
Jeffery Zellner, Assistant City Accountant
Laura Wilson, Director of Community Development

RECEIVED
CITY CLERK'S OFFICE

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CITY CLERK'S OFFICE

RESOLUTION – SEQR
Wastewater Treatment Plant - Sludge Handling Process Plan

WHEREAS, in compliance with Part 617 of the implementing regulations pertaining to Article 9 (State Environmental Quality Review Act (SEQR)) of the Environmental Conservation Law, the North Tonawanda City Common Council has reviewed the Sludge Handling Process Plan, proposed for the Wastewater Treatment Plan in the City of North Tonawanda; and

WHEREAS, the City Common Council of the City of North Tonawanda has classified the action as a Type II Exempt Action, comprising the maintenance and repair and involving no substantial changes to the existing facility, which are not subject to SEQR review; and

WHEREAS, the City of North Tonawanda has determined that the proposed project. With is a Type II action, will not have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8.

THEREFORE, BE RESOLVED, that the City Common Council of the City of North Tonawanda after considering the action proposed herein, reviewing the criteria contained in Section 617.5 part c2 of the Rules and Regulations of the SEQRA Regulations, determined that the action is a Type II actions and is not subject to SEQR review; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign required documentation indicating that the proposed action is a Type II Action.

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

VII. 2

JUL 05 2023

June 29th, 2023

Honorable Austin J. Tylec, 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 July 5th, 2023, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2023 JUN 29 AM 11:21
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

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

XII.3

JUL 05 2023

June 22, 2023

Honorable Austin J. Tylec, Mayor
And Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

Dear Honorable Body:

Please review and approve the **1.1.2024 – 12.31.2024** part-time wage schedule as presented.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2023 JUN 22 PM 12:10
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE



**CITY OF NORTH TONAWANDA
Seasonal & Part-time Wage Schedule
January 1, 2020 - December 31, 2024**

For part-time employess, working limited hours, one season of the year:

<u>POSITION</u>	<u>1.1.2020 - 12.31.2020</u>	<u>1.1.2021 - 12.31.2021</u>	<u>1.1.2022- 12.31.2022</u>	<u>1.1.2023- 12.31.2023</u>	<u>1.1.2024- 12.31.2024</u>
Laborer	\$ 11.80	\$ 12.50	\$ 13.20	\$ 15.00	\$ 15.00
Crossing Guard	\$ 11.80	\$ 12.50	\$ 13.20	\$ 15.00	\$ 15.00
Lifeguard	\$ 12.30	\$ 13.00	\$ 13.70	\$ 15.50	\$ 15.50
Sanitation Laborer	\$ 13.30	\$ 14.00	\$ 14.70	\$ 16.55	\$ 16.55
Leader	\$ 12.20	\$ 12.80	\$ 13.50	\$ 15.30	\$ 15.30
Head Crossing Guard	\$ 12.20	\$ 12.80	\$ 13.50	\$ 15.30	\$ 15.30
Chief Lifeguard	\$ 12.70	\$ 13.30	\$ 14.00	\$ 16.55	\$ 16.55
Program Supervisor	\$ 12.95	\$ 13.55	\$ 14.25	\$ 16.05	\$ 16.05
Pool Supervisor	\$ 13.45	\$ 14.05	\$ 14.75	\$ 16.55	\$ 16.55
Harbor Supervisor	\$ 13.45	\$ 14.05	\$ 14.75	\$ 16.55	\$ 16.55
Golf Course Supervisor	\$ 16.50	\$ 17.25	\$ 17.50	\$ 18.50	\$ 18.50

FOR PART TIME EMPLOYEES, WORKING LIMITED HOURS, ALL YEAR:

<u>POSITION</u>	<u>1.1.2020 - 12.31.2020</u>	<u>1.1.2021 - 12.31.2021</u>	<u>1.1.2022- 12.31.2022</u>	<u>1.1.2023- 12.31.2023</u>	<u>1.1.2024- 12.31.2024</u>
Clerk (part-time)	\$ 11.80	\$ 12.50	\$13.20	\$ 15.00	\$ 15.00
Engineering Technician	11.80	12.50	\$13.20	\$ 15.00	\$ 15.00
Work Program Crew Leader	11.80	12.50	\$13.20	\$ 15.00	\$ 15.00
Police Matron *	11.80	12.50	\$13.20	\$ 18.00	\$ 18.00
Animal Control Officer *		20.50	\$21.65	\$ 22.80	\$ 22.80
Ordinance Officer - (part-time)	\$ 14.25	\$ 15.25	\$16.45	\$ 18.45	\$ 18.45
Plumbing Inspector - (part-time)	\$ 16.75	\$ 17.00	\$17.25	\$ 19.25	\$ 19.25
Electrical Inspector - (part-time)	16.75	17.00	\$17.25	\$ 19.25	\$ 19.25

<p>Minimum Wage: NYS Minimum wage is \$11.10 effective 12/31/18, \$11.80 effective 12/31/19, and \$12.50 effective 12/31/20. 13.20 effective 12/31/21. 14.20 effective 12/31/2022. \$15.00 effective 12/31/2023</p>
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City of North Tonawanda, New York
DEPARTMENT OF PUBLIC WORKS
758 Erie Avenue, North Tonawanda, New York 14120
(716) 695-8585

IX.
JUL 05 2023

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

June 12, 2023

RE: City Code Change - § 45-7 Solid Waste Collection - Non-residential Additional Totes

Dear Honorable Body,

It has come to our attention that there are non-residential properties within the city which face hardship in securing solid waste disposal services due to lack of space. Upon further investigation, we have confirmed that there are non-residential properties who lack adequate space to house a dumpster; making it impossible for them to outsource their waste disposal needs via private means.

We opened a dialogue between the DPW, the attorney's office, and Dawn Timm (Director of the Environmental/Solid Waste Management Division of the Niagara County Department of Public Works). Upon discussion and input from all parties, we were able to come to a solution. We would like to offer non-residential properties, who demonstrate a need and who have exhausted all other options to meet their sanitation needs, the opportunity to apply for up to four additional garbage carts at \$250.00 per cart, per year. Applications will be submitted to the Department of Public Works, and a decision will be made on a case-by-case basis by the Superintendent. If approved, this would allow said property a total of eight garbage disposal carts. Upon considering the costs of the carts and disposal, we believe that this price is fair.

Enclosed you will find our proposed adjustments to the city code, along with an example application and affidavit. We realize that we will need to be diligent in ensuring that said additional carts remain on the property in which they are designated.

We hope that this will help to alleviate a burden that some our local businesses face at no fault of their own.

Sincerely,



Mark Zellner
Superintendent of Public Works

CITY CLERK'S OFFICE
RECEIVED
2023 JUN 29 AM 11:13
NORTH TONAWANDA NY

MAZ/jms

- cc: Austin Tylec (Mayor)
Donna Braun (Treasurer)
Ed Zebulske (City Attorney)
Joe Aiello (Assistant Superintendent of DPW)
- enc: City of North Tonawanda Solid Waste Code § 45-7 (current 1 page & revised 2 pages)
Non-Residential Additional Paid Tote Application & Affidavit (2 pages)

ADJUSTED CODE (6/28/23 CHANGES PER ED ZEBULSKE)

Green - Original language, different location
Blue - New language / **Red** - Ed's Adjustment

§ 45-7 Collection.

A. The City of North Tonawanda shall provide for the collection and disposal of solid waste from all residential and qualifying nonresidential producers. *All garbage and nonrecyclables placed on the terrace for collection shall be contained within the garbage receptacle(s) issued by the City to be collected from the curblin on the designated collection day for the street.*

[Edited 6-12-2023]

B. *Residential producers shall be issued one garbage receptacle per dwelling unit up to a maximum of four garbage receptacles. Single family residential producers who have a need for an additional garbage receptacle shall have the option to apply for the use of one additional garbage receptacle to be used at said parcel for an annual fee of \$65.00. The first year's payment shall be paid in advance of delivery and thereafter accessed as a yearly fee on the taxes of said property. Producers may return the garbage receptacle(s) at any time for removal of the fee from the following year's taxes. Applications shall be submitted to the Department of Public Works for review by the Superintendent and a determination will be made on a case-by-case basis at the discretion of the Superintendent. The Superintendent may deny an application without cause.*

[Added 6-12-2023]

C. *Nonresidential producers requesting service must have an active, occupied dwelling on the parcel. The Superintendent of Public Works may issue non-residential producers up to four garbage receptacles for each parcel of property if the parcel demonstrates that no other means of sanitation collection and management can be achieved.*

[Edited 6-12-2023]

Non-residential producers that demonstrate a need due to lack of space/access for an on-site dumpster and have exhausted all other options to meet their sanitation needs may be eligible to be provided up to four additional garbage receptacles to be used at said parcel for a yearly fee of \$250.00 per garbage receptacle. The first year's payment shall be paid in advance of delivery and thereafter accessed as a yearly fee on the taxes of said property. Producers may return the garbage receptacle(s) at any time for removal of the fee from the following year's taxes. Applications shall be submitted to the Department of Public Works for review by the Superintendent and a determination will be made on a case-by-case basis at the discretion of the Superintendent. The Superintendent may deny an application without cause.

[Added 6-12-2023]

ADJUSTED CODE (6/28/23 CHANGES) [CONTINUED]

D. Those parcels of property which generate garbage and nonrecyclables in excess of the amount which can be contained within the maximum *allotted* garbage receptacles shall receive a written notice by ordinary mail that they are not serviced by the City of North Tonawanda and must personally provide for the collection and disposal of their solid waste and shall comply with those sections of this chapter which may be applicable and the rules and regulations hereinafter adopted by the Common Council regarding collection by independent contractors and commercial agencies.

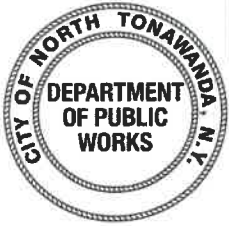
[Edited 6-12-2023]

E. The City of North Tonawanda will not collect or remove cut grass, brush or tree parts produced by commercial contractors. Cut grass, brush and tree parts produced by commercial contractors must be removed from the premises by the contractor or the owner or occupant of the premises.

[Edited 6-12-2023]

F. City employees or equipment shall not enter private property or structures in making collections. *Exceptions may be made for nonresidential producers on a case-by-case basis at the discretion of the Superintendent if the property owner signs a hold harmless letter.*

[Edited 6-12-2023]



Example Application & Affidavit

Application for Additional Garbage Receptacle(s) for a Non-Residential Producer of Solid Waste

Please complete all information required on this form. A check or money order in the amount of \$250.00 per additional garbage tote (maximum four totes), made payable to the "City Treasurer" must accompany this application. This initial fee shall include application fee, cost of cart, delivery charges, and collection/disposal charges for the remainder of the calendar year. Checks accompanying application which are denied will be returned in full. Only the property owner can apply.

Be advised that this option is only available to businesses who are unable to secure a permanent dumpster due to their proximity to other buildings. The approval of this application will be at the discretion of the Superintendent.

Applicant/Property Owner's Name: _____

Street Address: _____

Property SBL Number: _____

(This can be located on your property tax bill)

How many City issued garbage receptacles are on this property? _____

What are their Serial Numbers?

Grid of 8 columns and 8 rows of dashed lines for serial numbers.

The serial number can be found on the front of the tote. Please note that we can not deliver a new tote to you unless we have the serial number(s) of your current garbage tote(s).



Applicant/Property Owner's Mailing Address:

First Mi Last

Street Number (or P.O. Box) Street Name

City State Zip Code

NON-RESIDENTIAL APPLICANT'S AFFIDAVIT FOR UP TO FOUR (4) ADDITIONAL GARBAGE RECEPTACLES

I, the undersigned, affirm that I am the property owner or legally authorized to represent the property owner of the above-described parcel of land within North Tonawanda. I affirm that the information provided on this form is correct to the best of my knowledge.

I understand that if this application is approved, I will receive a Confirmation Notice and the garbage receptacle(s) will be delivered to the property. I understand that if this application is denied I will receive a Denial Notice along with the application check, both sent to the mailing address for the property owner.

*I understand that there is an annual charge of **\$250.00 per each** additional garbage receptacle, which will appear as a Special District Charge on the City Property Tax bill for this parcel.*

I understand that, if approved, the totes are to remain on said parcel and are to be used for waste generated at said parcel only. The totes will remain the property of the City of North Tonawanda. Totes must be placed to the curb for collection on the designated pickup day, and are to be removed from the curb promptly upon collection.

I understand that I must send written notice to the Department of Public Works, 758 Erie Avenue, North Tonawanda, NY, 14120 prior to December 31 to return the receptacle(s) and cancel the additional garbage receptacle charge(s) for the next year. I affirm that I have read this statement and understand its contents.

Applicant/Property Owner:

First Name <i>(Please Print)</i>	Mi	Last Name
-------------------------------------	----	-----------

Signature	Date
-----------	------

()

Phone Number

**PLEASE MAIL YOUR COMPLETED APPLICATION AND CHECK OR MONEY ORDER
(PAYABLE TO THE CITY TREASURER) TO:**

Additional Cart Application
Department of Public Works
758 Erie Avenue
North Tonawanda, NY 14120



DEPARTMENT OF POLICE

CITY OF NORTH TONAWANDA
216 Payne Avenue
North Tonawanda, NY 14120-5491

TELEPHONE:
(716) 692-4111
FACSIMILE:
(716) 692-4321

X.1

JUL 05 2023

Memorandum

To: Mayor Tylec / Common Council
From: Chief Glass 182
Date: 06-12-2023
Re: Lieutenant promotion

Lieutenant Jeffrey Swick's status as contingent permanent lieutenant is changed to permanent as of 5/24/2023. Thank you,

A handwritten signature in black ink that reads 'K. Glass'.

Keith Glass
Chief of Police
North Tonawanda Police Department

Cc: file

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2023 JUN 29 AM9:37
NORTH TONAWANDA NY



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A handwritten signature in blue ink, appearing to be "X. L.", written over a horizontal line.

JUL 05 2023

To: Mayor Tylec / Common Council
From: Chief Glass 182
Date: 06-27-2023
Re: Lieutenant promotion

Dear honorable body:

I intend on promoting Detective Erik Herbert to the rank of lieutenant to fill the vacancy created by the new position of SRO lieutenant. Detective Herbert's promotion will take effect on July 6, 2023.

Administration of oath will be given by Mayor Tylec on Wednesday, July 6th at 9:00am in the common council chambers. Thank you,

A handwritten signature in black ink, appearing to be "K. Glass", written in a cursive style.

Keith Glass
Chief of Police
North Tonawanda Police Department

Cc: file

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NORTH TONAWANDA NY

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NORTH TONAWANDA FIRE DEPARTMENT

495 Zimmerman St., North Tonawanda, NY 14120
Tel. (716)693-2201 Fax (716)693-2216

XT.1

JUL 05 2023

To: North Tonawanda City Attorney

From: Assistant Chief Tim Berez, Fire Police Liaison

CC: Fire Chief Joseph Sikora

Re: Changes to Process/Accepting New Applicants to Join North Tonawanda Volunteer Firefighting as FirePolice member vs Firefighter member

Please find attached, the proposal for the City of North Tonawanda and its Volunteer Fire Companies to allow new prospective members and current 'social' members to join the FirePolice group. (This proposal would change and eliminate the current 5year requirement of firefighting and attaining 'exempt status' prior to eligibility for the FirePolice.)

Thank you for your time and consideration,

Tim Berez
Assistant Fire Chief

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NORTH TONAWANDA NY



NORTH TONAWANDA FIRE DEPARTMENT

495 Zimmerman St., North Tonawanda, NY 14120

Tel. (716)693-2201 Fax (716)693-2216

PROPOSAL TO ALLOW NEW VOLUNTEER MEMBERS TO BE INCLUDED ON CITY ROLLS IN THE CAPACITY OF FIRE POLICE VS FIREFIGHTER

The FirePolice within the North Tonawanda Fire Department Volunteer contingent has become a valuable group that has been utilized by not only the fire department, but also police department, DPW, National Grid, National Fuel, City of Tonawanda, and various organizations for the purpose of closing streets and traffic pattern management.

The number of volunteer members within this group is decreasing due to age, health, and restrictions placed on the criteria for new members to the FirePolice. Currently withstanding, a prospective member must have at minimum of 5 years of service in volunteer firefighting operations and attain 'exempt status' in order to apply to, or switch roles into the FirePolice.

This proposal would allow more members to join the FirePolice, who are currently active within their respective volunteer companies, but are unable to perform firefighting duties. These members may be labeled as 'social members', which are persons who have joined a volunteer fire company within the city with the intention to contribute to the fire department, but are not able to perform firefighting operations due to some sort of restriction.

The process would be the same as if a new member would be entering the fire department as a volunteer firefighter, with inclusion of background checks, arson checks, interviews by the companies and command staff of the fire department, and any other current requirements set forth by the City. This prospective member would still need to be voted on by the council to accept and enter into the city rolls.

Changes to take place would mainly be language to individual company by-laws allowing members to check FirePolice or Firefighter on the applications. Also included would be allowing current 'social members' to transition their status into 'active' by acceptance into the FirePolice.

After application is received to become a volunteer joining the FirePolice, an interview process will be conducted with the FirePolice Captain, Fire Chief, and Fire Department liaison to the Fire Police. Previous credentials taken into account, age, physical ability, and any other qualifications will be set forth by the interview panel. Mandatory classes will be explained to take within a pre-determined amount of time.

After acceptance to the FirePolice, the mandatory classes will be completed and a probationary period with supervision by a line officer or senior member of the FirePolice of no more than 18 months, will be accomplished. The member will only be able to be released from probationary status with recommendations by the Fire Police Captain and Liaison with agreement by the Fire Chief.

This is an effort to bolster the number of active members within a volunteer fire group, that is widely used across the city by numerous agencies. This is strongly supported by the Fire Chief as well as FirePolice Liaison

XI.2

JUL 05 2023

Honorable Mayor Austin Tylec &
North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, NY 14120

Dear Honorable Body,

I am requesting the Council approve an increase in the North Tonawanda Fire Department Emergency Services Cost Recovery Program, §36A-2. Amended version attached.

Amounts billed through our cost recovery program have not been increased since the program began in 2012. I propose the following:

- Section A-1 \$145.00 increased to \$175.00.
- Section A-2 \$145.00 increased to \$175.00.
- Section B \$360.00 increased to \$400.00.
- Section C \$355.00 increased to \$400.00.
- Section D \$585.00 increased to \$600.00.
- Section E \$400.00 -\$1050.00 would remain the same.
- Section F \$150.00 increased to \$300.00.

(New) Section G

Bill to recover the full cost of replacement of any destroyed or contaminated equipment at the scene of a rescue or Haz Mat incident.

Thank you for your consideration in this matter.

Respectfully,

Joseph D. Sikora
Fire Chief
City of North Tonawanda Fire Department

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The following is the North Tonawanda Fire Department's Certifications:

***** The entire North Tonawanda Fire Department is
EMT-D Certified and our Rescue Vehicle Firefighters are
CCT or Paramedics. (ALS - Advanced Life Support)**

City of North Tonawanda, NY Chapter 36A. Emergency Services Cost Recovery

§ 36A-1. Program established.

- The City hereby establishes a cost recovery program which allows the City to be reimbursed, to the extent legally permissible, by those individuals utilizing emergency services provided by the Fire Department. The fees are established in § [36A-2](#).

§ 36A-2. Fee schedule.

- The following fee schedule shall apply to the Fire Department cost recovery program as required by § [36A-1](#) above:

A-1. Occupants Assessed, minor: \$175

- (1) Accidents in which occupants may have been assessed but signed medical treatment waivers denying medical treatment and/or transport.

A-2. Standby/hazard control/cleanup, minor: \$175.

- (1) Minor spill control.
- (2) Fire hazard precautions.
- (3) Scene safety.
- (4) Battery disconnects.
- (5) Debris cleanup.

B. Standby/hazard control/cleanup, major: \$400.

- (1) Significant spills resulting from tank leaks.
- (2) Major fire hazard precautions.
- (3) Vehicle stabilization procedures.
- (4) Vehicle disentanglement.
- (5) Multiple-personnel response.

C. Light rescue service: \$400.

- (1) General patient handling.
- (2) Immobilization, treatment and removal from a vehicle without the need for hydraulic or other power tools.
- (3) Need for standing takedown immobilization procedures for occupants located outside of the vehicle.
- (4) EMS treatment provided to patients struck by another vehicle.

D. Heavy rescue service: \$600.

- (1) Patient extrication procedures requiring the use of hydraulic, pneumatic or electric power tools.
- (2) **Multiple-patient removal and/or treatment that requires extended on-scene time and extra personnel.**

E. Hazmat response.

- (1) Hazardous material control/standby: \$400 to \$1,050.
 - (a) Incidents involving commercial trucks, vans and motor carriers.
 - (b) Large amounts of spilled or released product.
 - (c) Requires extra personnel and equipment response for an extended period of time.
- (2) If a DEC number is issued for a spill, the responsible party (not the auto insurance agency) will be billed directly for all actual costs, including costs to other departments and agencies. In this situation, if there is a need for other types of service, then the auto insurance agency may be billed also.

F. Fire suppression.

- (1) Motor vehicle fire response: \$300.
 - (a) Auto fires.
 - (b) Heavy equipment fires.

G. Destroyed or Contaminated Equipment – The full cost of replacement of any and all equipment that is destroyed or contaminated at the scene of a response or rescue is to be charged.

June 19, 2023

Donna Braun

City Clerk/Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

The June 2023 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1700 hours. Roll call showed the following members present: R. Frank, J. Sikora, M. Meisenburg, M. Lemke, D. Grinnell, A. Dibernardo, R. Brennan, N. Ferguson. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

- 1.) Joseph Diaz requested an "Autism" sign on Christiana Street near Spruce Street for his child. Member Meisenburg installed 2 signs.
- 2.) Gary Schaffer requested extra stop signs on Wurlitzer Drive due to speeding. This has been a request from Mr. Schaffer over the last several years. The committee has completed numerous studies on this over the years. The city also completed a study several years ago on Wurlitzer Drive. The studies do not justify more stop signs. We will continue to monitor Wurlitzer Drive with the speed sign, traffic officer and ADP program.
- 3.) Richard Genung requested extra checks for speeding and oversized vehicles on Oliver Street by Felton Street. NTPD has been monitoring this area.
- 4.) Timothy Peehler requested extra checks at Sweeney Street near the Remington Restaurant. This area was checked with routine patrols. Due to the large amount of foot traffic in this area the committee recommended the city placing speed bumps in the roadway, which was approved. Member Frank spoke with the DPW Supervisor Mark Zellner, who stated that this would become a problem in the winter with plowing. Zellner recommended removable speed bumps which he would remove prior to the snow season. The portable speed bumps were installed.
- 5.) Mary Lou and Mike Pohl requested more school signage in the area around Ohio School. Member Meisenburg posted more school signs near the school.

XVII.
JUL 05 2023

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- 6.) Ryan Gebhardt requested "No Parking" signs on Dean Drive near Spruce Street due to it being narrow when a vehicle is turning. Member Frank advised Gephardt to talk to his neighbors to see if they wanted "No Parking" signs in front of their residence.
- 7.) A request came in from the Clerk's Office regarding why there are "No Parking" signs on the north side of Euclid Avenue. This was a request from the First Union Bus Company several years ago.
- 8.) A request came in from the Mayor's Office for a "Do Not Block Intersection" sign at Robinson Street at Fasset Street. Member Meisenburg installed the sign at this intersection.
- 9.) Member Sikora received a request from a citizen for "No Parking" signs on the curve of Meadowbrook Drive and Cambridge Drive. Member Sikora stated that if there are vehicles parked on both sides of the street on this curve that the Fire Department would not be able to get a fire engine down the street. The committee is recommending "No Parking" signs on one side of the street at the curve.
- 10.) Mark Newman requested that the speed sign be moved off his property on Nash Road due to visibility issues. Member Frank had the speed sign moved down the street.
- 11.) Kelly Barker requested a light or stop sign at Main Street and Thompson Street. This has been an ongoing issue that the committee has been trying to take care of. The committee had temporary stop signs put up to test the traffic flow and the problem was that the stopped traffic fell back into River Road during busing times. Member Meisenburg looked into purchasing a stop light which would cost the city anywhere from \$60,000-\$80,000. The Community Development Office is researching grants to include this intersection into the new revitalization project.

The next Traffic Safety Committee meeting will be held on July 17, 2023, at 1800 hours.

Travel safely, Robert J. Frank