

City of North Tonawanda

DONNA L. BRAUN
City Clerk-Treasurer
dbraun@northtonawanda.org

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

January 11, 2024

The following meetings have been scheduled for TUESDAY, JANUARY 16, 2024

6:15 PM Common Council Meeting Discussion

6:30 PM Common Council Meeting

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 TUESDAY, JANUARY 16, 2024 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. Mayor - Re: Approval of the Amendment to Greenlight Networks Agreement – Server Host Location

II. Attorney - Re: Approval of the Proposed Collective Bargaining Agreement between CSEA, Local 1000, and City of North Tonawanda

VII. Accountant - Re: Payment of the Abstract of Claims Dated January 16, 2024

XIV. Dir. Youth, Recreation, Parks & Seniors - Re: Approval of the new quarterly agreement with Lumber City Church for the Youth Center Programs

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

XXV. Monthly Reports

.1 Clerk-Treasurer .2 Senior Citizen Center .3 Police Department

XXVI. Semi-Annual Vacation and Sick Leave Reports

.1 Clerk-Treasurer

XXVII. Annual Reports

.1 Clerk-Treasurer .2 Police Department

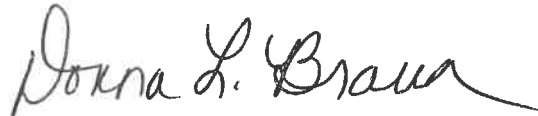
XXXII. Community Development - Re: Approval of Resolution to enter into and execute a contract with the OPRHP for the 2023 Consolidated Funding Grant Funds

COMMUNICATIONS FROM OTHERS

A. Rexford Howard - Re: Permission for a leave of Absence

B. Gratwick Hose Co. - Re: Exemption Petitions for Years of Service: 50 Years – Carl Huckins, Dennis Gaston, John Rosebrock, James Kupiec, Dale Moskal

Respectfully submitted,



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

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

January 11, 2024

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

Re: Amendment to Greenlight Networks Agreement – Server Host Location

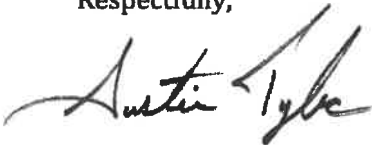
Dear Honorable Body,

As Greenlight Networks has been moving forward with their build-out of a Fiber Internet service for our City, they determined the need for an additional server host site. After coordination between City Departments and Greenlight, we found a suitable location in the storage room of our City Market Building.

This approximately 6'x6' server will assist in their efforts to provide high speed internet to our community and requires the approval of the attached Amendment to our original agreement in 2023. As many of us eagerly anticipate Greenlight's service, the delays they have faced are outside of the City's control. Approval of this Amendment will assist Greenlight in their extensive build-out.

Thank you for your consideration of this matter.

Respectfully,



Austin Tylec
Mayor

2024 JAN 11 PM 12:57
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

SCHEDULE

(for License of Premises)

This Schedule to Master Agreement is entered into as of _____ (the “Schedule”), by and between the City of North Tonawanda, a New York municipality having offices at City Hall, 216 Payne Ave., North Tonawanda, NY 14120 (the “Counterparty”) and Greenlight Networks, LLC, a New York limited liability company with offices at 1777 E. Henrietta Road, Suite #120, Rochester, NY 14623 (“Greenlight”). The Counterparty and Greenlight may each be referred to herein as a “Party” and, together, as the “Parties”.

1. **MASTER AGREEMENT.** This Schedule is agreed to by the Parties under the Master Agreement between them dated April 5, 2023 (the “Master Agreement”). This Schedule is subject to the terms and conditions of the Master Agreement as specified therein. Capitalized terms used but not defined in this Schedule are defined as set forth in the Master Agreement.
2. **TERM.** The term of this Schedule shall commence on the date specified above and run for five (5) years (the “Initial Term”) and shall automatically renew for successive five (5) year terms (each a “Renewal Term”) thereafter, unless either Party provides at least sixty (60) days written notice of its intent not to renew before expiration of the then-current Initial Term or Renewal Term.
3. **INDEMNIFICATION.** As stated in section 6 of the original Master Agreement dated April 5th, 2023.
4. **LICENSE AREA.** The Counterparty licenses Greenlight the following described premises and as specified on Exhibit A (the “License Area”): 6ft x 6ft space within the North Tonawanda City Market located at 310 Robinson St, North Tonawanda, NY 14120.
5. **USE.** The License Area will be used as a POP site or point of presence site for Greenlight to build out its fiber network. The POP site may be used for the flow of internet traffic for any Customer of Greenlight. Greenlight agrees, however, that only residents of the City of North Tonawanda will be directly connected to the equipment within the POP site as end-users of internet services except: (1) in the case of an emergency need to connect Customers resident outside of the City of North Tonawanda to avoid a disruption in service; or (2) a de minimus number of Customers resident outside of the City of North Tonawanda, not to exceed 15% of the total number of Customers directly connected to the POP site.
6. **IMPROVEMENTS TO LICENSE AREA.** Greenlight may within the License Area make interior, non-structural alterations to the Premises at any time with the

Counterparty's consent, provided such are made in a good and workmanlike condition. Greenlight shall make acoustic improvements to prevent disturbing the adjacent office.

7. CONDUIT. The Counterparty hereby permits Greenlight to utilize any existing Counterparty-owned conduit system, for entry into or exit from the License Area.
8. ACCESS. The Counterparty grants Greenlight, at all times, ingress and egress to and from the License Area and other reasonable access needed by Greenlight to manage and service its equipment and to make its permitted use of the License Area in a manner that would not disrupt operation of the City Market. Greenlight may install a lock box for key/fob access on the building containing the License Area. For clarity, ingress, egress, and other access rights granted to Greenlight under this Schedule are also granted to third parties working on behalf of Greenlight, including its contractors. The Counterparty agrees that it shall not permit any person other than Greenlight and its personnel access to the License Area to the extent such access would enable such person access to, or would compromise the security of, Greenlight's equipment and other property in the License Area. The City of North Tonawanda retains access rights to the License Area in instances of emergency.
9. ELECTRICAL BUILD OUT AND UTILITIES. Greenlight shall install, at its sole cost and expense, all circuits, outlets, and meters required by Greenlight for its use of the License Area. Greenlight will also provide, install and maintain systems reasonably needed for use of the License Area (including without limitation appropriate HVAC, ventilation, standby electrical generator, and any additional plumbing not already in place at the location. Greenlight shall maintain all such systems to be in proper working order. Greenlight shall coordinate installation and any needed repair with the City of North Tonawanda as to not interfere with City Market Operations. Counterparty shall ensure that the License Area and any building in which the License Area is contained, is properly maintained and kept free of any hazards which may damage Greenlight's equipment or interfere with Greenlight's ability to provide services to its end users. Counterparty shall also ensure that Greenlight is provided with electrical service, consistent with the National Electric Code, needed by Greenlight to operate its equipment and provide services. Greenlight shall reimburse the Counterparty for all electricity consumed by Greenlight on a calendar-year basis, to be measured via meter or consumption formula as specified below. The Counterparty shall provide Greenlight documentation supporting electricity charges at Greenlight's request.

Consumption formula

Example Inputs: 1800W Load; \$0.169 kWh (ELCO delivery & supply)

Find the kilowatt-hours: $kWh = P(W) \times T(h/day) \div 1,000(W)$.

Example: $kWh = 1,800 W \times 24 hrs \div 1,000_kWh = 43.2 kWh$

Calculate the cost: Price = Electricity(kWh) × Cost(cost/kWh)

Example: Price = 43.2 kWh × \$0.169 = \$7.3008 per day

Example Annualized: \$7.30 * (# Days of Consumption in Calendar Year) = \$2,664.50

“# Days of Consumption in Calendar Year” will be the lesser of 365 or the number of days in the calendar year during which this Schedule is in effect and Greenlight is using the License Area.

The Counterparty shall invoice Greenlight for power reimbursement due by electronic submission to greenlightnetworks@bill.com. The Counterparty shall submit each invoice to Greenlight within fifteen (15) days following the end of the calendar year for which amounts are due along with supporting detail. Amounts not timely invoiced shall be deemed waived. Greenlight shall pay any undisputed amounts under each invoice within thirty (30) days from invoice receipt. Payment shall be remitted to the Counterparty at the following account:

Bank Name: To be provided

Account Number: To be provided

Routing Number: To be provided

The Counterparty shall ensure that the License Area has utilities available for Greenlight's use.

10. SURRENDER OF POSSESSION. Upon expiration or termination of this Schedule and any transition period, Greenlight shall surrender possession of the License Area to the Counterparty broom cleaned and in the same condition and repair as existed immediately prior to taking possession of the License Area, reasonable wear and tear and damage from fire or other casualty excepted.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Schedule as of the date specified above.

Greenlight Networks, LLC

City of North Tonawanda

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NEW YORK
COUNTY OF _____ ss

On the ___ day of _____, in the year 2024 before me, the undersigned, a Notary Public in and for said State, 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 _____ ss

On the ___ day of _____, in the year 2024 before me, the undersigned, a Notary Public in and for said State, 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

EXHIBIT A

(Insert License Area Plan)

SCHEDULE

(for Easement/Right of Way to License Area)

This Schedule to Master Agreement is entered into as of _____ (the “Schedule”), by and between the City of North Tonawanda, a New York municipality having offices at City Hall, 216 Payne Ave., North Tonawanda, NY 14120 (the “Counterparty”) and Greenlight Networks, LLC, a New York limited liability company with offices at 1777 E. Henrietta Road, Suite #120, Rochester, NY 14623 (“Greenlight”). The Counterparty and Greenlight may each be referred to herein as a “Party” and, together, as the “Parties”.

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2. EASEMENT AGREEMENT. The Counterparty and Greenlight will execute, enter into, and appropriately record the Easement Agreement attached hereto as Exhibit A. The Easement Agreement shall continue for the period specified therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Schedule as of the date specified above.

Greenlight Networks, LLC

City of North Tonawanda

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NEW YORK
COUNTY OF _____ ss

On the ___ day of _____, in the year 2024 before me, the undersigned, a Notary Public in and for said State, 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 _____ ss

On the ___ day of _____, in the year 2024 before me, the undersigned, a Notary Public in and for said State, 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

EXHIBIT A

(Form of Easement Agreement)

City of North Tonawanda

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER
ASSISTANT CITY ATTORNEY

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

11.

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

JAN 16 2024

January 9, 2024

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

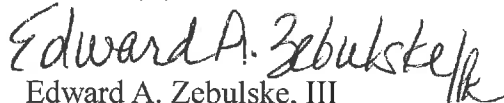
RE: Proposed Collective Bargaining Agreement between CSEA, Local 1000, and
City of North Tonawanda

Dear Honorable Body:

Attached, for your consideration, are the new terms of the proposed collective bargaining agreement between the Civil Service Employees Association, Local 1000, Unit 832, and the City of North Tonawanda. The City and the CSEA met on numerous occasions over the past several months to negotiate the new agreement, and the amendments are hereby attached. The current agreement expired on December 31, 2023. Please note that the proposed term is five (5) years, beginning January 1, 2024.

Should your Honorable Body concur, please pass a resolution approving the changes to the collective bargaining agreement, subject to any further review by the City Attorney.

Very truly yours,


Edward A. Zebulske, III
City Attorney

EAZ/lk
Att.

cc: Donna L Braun, City Clerk-Treasurer

2024 JAN 9 PM 1:46
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

**Tentative Agreement
Between
The City of North Tonawanda and
CSEA Unit 832-7692**

1. 1.21 The term of this agreement begins at 12:01 A.M. on **January 1, 2024** and continues until midnight on **December 31, 2028**

2. 8.22 An employee who is required to work or who is on his normal day off on a holiday shall receive a compensatory day off credit or half credit respectively for each such holiday or half holiday. An employee may receive a compensatory day off for each full credit he has accumulated. **An employee shall receive 12 hours compensatory time for each holiday worked, 6 hours compensatory time for each half holiday worked.**

3. 9.21 An employee is entitled to the amount with pay listed below opposite his number of continuous years of service with the employer shown below:

YEARS OF SERVICE	AMOUNT OF VACATION
6 months but less than a year	5 working days <u>*</u>
1 year but less than 5 years	11 working days
5 years but less than 10 years	15 working days
10 years but less than 15 years	20 working days
15 years and over	25 working days

Employees shall be allowed to cash in up to 1 weeks unused Vacation time.

An employee obtains 5 days' vacation time after 6 months of service for the duration of their first year of service. From 1 year to 5 years an employee has 11 days of vacation time. If an employee wishes to use any of the five (5) days after the first six (6) months of service, those days used will be subtracted from the eleven (11) days that they are entitled to from the first year.

4. 10.53 The bank was funded initially with 1500 days effective January 1, 2019. Subsequent to this initial funding, as an employee of the bargaining unit becomes a participant in the sick leave bank program pursuant to paragraph 10.52 hereof, the employee will contribute one (1) earned sick day to the sick leave bank, and the City will contribute one (1) earned sick day to the sick leave bank, and the City will contribute/match one (1) day to the sick leave bank for each new participating employee of the bargaining unit.

Per 10.22 hereof, employee accumulated sick leave credits in excess of 200 days will be donated to the sick bank. Upon each year end, the Payroll Personnel Specialist will review employee sick leave credits and transfer excess sick leave days to the sick bank. The City will not match these days.

Per 12.4 herein, upon retirement, an employee's excess sick days, over and above the sick days applied to their medical insurance premium percentage and any days eligible to cash in, will be donated to the sick bank. The City will not match these days.

5. 11.11 The Employer will grant Leave of absence without loss of pay to an employee for personal reasons, provided:
 - a. The needs of the department, as determined by the department head, can still be met. The approval of personal leave shall not be unreasonably withheld.
 - b. No personal leave day may be taken on a holiday, except in case of emergency.
 - c. Such leave is requested to accomplish a personal business transaction which must be performed during the hours an employee is scheduled to be on duty. The term "personal business transaction" shall include religious observances, legal matters, and other personal business of an urgent personal nature. It does not include recreational or social activities. However, a specific and/or detailed reason will not be required to be given when requesting a personal leave day.
 - d. The employee has requested in writing, on the form in Appendix F, that the requested leave be granted not later than two (2) working days prior to the day the requested leave is to begin and that such request state the day or days on which leave is requested and the purpose for which leave is requested, provided that making such a written request is not prevented by circumstances beyond the employee's control.
 - e. Not more than **Five (5)** ~~four (4)~~ days of leave for this purpose will be granted to an employee during any year of this Agreement, and
 - f. Days of leave for this purpose must be taken in units of one-half day or full day.
6. 11.13 The Employer will grant leave of absence without loss of pay to an employee if there has been a death in the employee's immediate family, provided:

~~An used in this paragraph, "immediate family" includes only spouse, child, parent, grandparent, grandchild, sister, brother, brother in law, sister in law, father in law, mother in law and a person occupying the position of a parent of the employee or his spouse.~~

- a. As used in this paragraph, "immediate family" shall be limited to the employee's spouse, domestic partner (as defined in Appendix) biological children, step-children, fostered children, and/or adopted children, parent, grandparent, grandchild, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law and a person occupying the position of a parent of the employee or his spouse or domestic partner.

Appendix language:

For purposes of the preceding paragraph, “domestic partner” shall be defined as an individual who resides in the same household who meets the following criteria:

- a. At least 18 years of age;
- b. Not related by marriage or by blood in any way that would bar marriage;
- c. Not married to anyone else nor has another domestic partner;
- d. Proof of cohabitation (e.g. a driver’s license, tax return, or other sufficient proof);
and
- e. Proof of one of the following:
 1. A joint bank account
 2. A joint credit or charge card
 3. Joint obligation or loan
 4. Status such as authorized signatory on the partner’s bank account, credit or charge card.
 5. Joint ownership of residence
 6. Joint ownership of real estate other than residence
 7. Listing of both partners as tenant on the lease of a shared residence
 8. Shared rental payments of residence
 9. Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
 10. Common household and shared household expenses (e.g. grocery bills, utility bills, telephone bills, etc.)
 11. Shared household budget for purposes of receiving government benefits
 12. Status of one as representative payee for the other’s government benefits
 13. Joint ownership of major items of personal property (e.g. appliances, furniture, motor vehicle)
 14. Joint responsibility for children
 15. Shared child-care expenses
 16. Execution of will naming each other as executor and/or beneficiary
 17. Designation as beneficiary under the other’s life insurance policy
 18. Other items of proof sufficient to establish economic interdependency under the circumstances of the particular case

7. 12.12 Omit any reference to Blue Cross and Blue Shield insurance.

8. 12.12 The City shall provide plans NT#3 and NT HSA for Employees hired on or after 1/1/24 (If both parties do not ratify contract prior to 1/1/24 change will go into effect after ratification date.)

9. Employees hired on or after 1/1/24 the Employee/City contributions shall be at the following rates:

<u>Length of Service</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
--------------------------	------------------------------	------------------------------

0 – 10 years	25%	75%
10 years or more	12%	88%

For any Employee opting for the NT HSA the City shall contribute \$1500 annually for Family coverage and \$750 annually for single coverage. Contributions shall be at the following rates for employees hire on or after 1/1/24:

Length of Service	Employee Contribution	Employer Contribution
0 – 10 years	20%	80%
10 years or more	12%	88%

10. 12.13 Amend language to be consistent with MOA.

12.13 Medical insurance for Retirees pursuant to the following plan:

The Employer shall provide medical insurance coverage for Retirees at the group rate, and by payment of a percentage of the premiums, pursuant to the schedule below. The balance of said premiums will be billed to the Retiree and paid by same. The employer will provide said coverage until age 72 or otherwise terminated or pre-empted by other coverage through Medicare, Medicaid or a spouse plan. However, in the event the spouse’s insurance would expire or no longer be effective, then the retiree medical ~~Blue Cross~~ coverage provided hereunder for a retired member can be picked up by the retired member or retired member’s spouse with the City paying their percentage of the premium as set forth in this section. The number of sick days at retirement shall determine the percentage of premiums paid by the City as indicated in the schedule below.

At age 65 when retiree is eligible for Medicare or qualifies for Medicare due to a disability, the City will provide ~~Senior Blue 651~~ coverage to retiree and spouse until each turn the age of 72 as indicated in the schedule below. If retiree is eligible for Medicare and spouse is not, the spouse will remain on the City’s plan until the spouse becomes eligible for Medicare with the City continuing to pay according to schedule listed below. If the retiree dies, spouse will continue to be covered until the age of 72.

Number of Sick Days at Retirement Date	Percentage of Premiums Paid by City	
150-180	90%	75%
120-149	85%	60%
90-119	80%	45%
60-89	75%	30%
0-59	70%	25%

For employees hired on or after August 1, 1986, the following number of sick days at retirement and percentage of premiums ~~shall be used~~ paid by the City as indicated in the schedule below.

Number of Sick Days at Retirement Date	Percentage of Premiums Paid by City	
---	--	--

100-120	90%	75%
80-99	85%	60%
60-79	80%	45%
40-59	75%	30%
0-39	70%	25%

~~Effective for employees retiring after September 1, 2002,~~ The City will continue to pay premiums according to the above schedule for retirees who are eligible for and obtain retiree medical insurance plan provided by the City attached as Addendums to this MOA. If said plan becomes unavailable in the future, the City will offer retirees the health plan agreed upon by both parties.

11. 12.4 Separation from Service

Upon separation from service with the City of North Tonawanda, employees who have more than ~~one hundred fifty (150)~~ **one hundred and twenty (120)** days of accumulated sick leave may cash out those days above ~~one hundred fifty (150)~~ **one hundred and twenty (120)** up to a maximum of thirty (30) days at the employee's normal hourly rate at the time of separation. To be eligible for said payment an employee shall:

1. Have completed ten (10) years of service with the City of North Tonawanda, and
2. Said separation shall not be for just cause.

12. 12.52 Employees wishing to waive the cost of medical coverage would be eligible to receive one-half (1/2) of the cost of this coverage, or **three thousand (\$3000) for single and six thousand (\$6000) for family.** ~~two thousand dollars (\$2,000.00)~~, whichever is lower, for the period of January 1 through December 31 in their paycheck on the first pay day in December, as a modification to wages (subject to taxes). This amount, one-half (1/2) of the cost of coverage or **three thousand (\$3000) for single and six thousand (\$6000) for family.** ~~two thousand dollars (\$2,000.00)~~ whichever is lower, would be pro-rated over a year when an employee is hired or terminated, or requires the immediate reinstatement of coverage due to the hiring or termination of their spouse, dependent upon the number of months actually waived. For the purposes of this section, the figure of ~~three thousand (\$3000)~~ ~~\$2,000.00~~ calculates out to **\$250** ~~\$166.67~~ **and six thousand (\$6000) calculates out to \$500**

~~Additionally, should the number of bargaining unit employees who waive medical coverage reach a total of 20, the waiver payment shall increase to three thousand dollars (\$3,000.00) annually. Should the number of bargaining unit employees who waive medical coverage reach a total of 25, the waiver payment shall increase to four thousand dollars (\$4,000.00) annually.~~

13. 13.15 ~~When City operations are closed during work hours and the employees are sent home, non-essential employees sent home will not lose pay for their regular shift hours. On any succeeding shift of said emergency the employee will not lose pay for their regular shift hours. Use any available leave accruals to avoid loss of pay.~~

In the event City Buildings and operations are closed due to uncontrollable events and said closures are posted on the City Website and/or all Department Heads are notified by 6:00 a.m., non-essential employees may use any available leave accruals to avoid loss of pay. In the absence of such posting or notification, non-essential employees will not lose pay for that days' regular shift.

14. 14.11 The City shall recognize a safety committee to be selected by the Union, and the City, consisting of not more than four members, two members being employees and two members being City representatives, and such committee shall meet at mutually agreed times to discuss matters relating to safety and health conditions within the City work areas. Said meetings shall be held not more than quarterly and for not longer than two hours in duration. All complaints or suggestions for the betterment of safety and health conditions within the City work areas shall be investigated by said committee. **Upon investigation and review of complaints and suggestions said City Employees of said committee shall advise the appropriate Department Heads and/or City Officials of the Committee's recommendations.** If a matter complained of is not properly settled to the satisfaction of the committee, it shall, at the request of said committee be immediately submitted for final decision to the PESH regional office or may become the subject for a grievance; such grievance shall be properly submitted at the third step of the grievance procedure.
15. 20.1 ~~Effective January 1, 2015,~~ each employee who is required by their respective Supervisor to wear safety shoes, work shoes, work boots, and or winter clothing shall receive up to **one hundred and seventy-five** ~~one hundred and fifty~~ dollars **(\$175)** ~~(\$150.00)~~ per year for the purchase. Receipts must be presented.
16. **20.2** ~~Effective January 1, 2023,~~ all **parks and signal, fire equipment mechanic, automotive mechanic, building maintenance personnel,** water distribution, wastewater and water ~~employees~~ **operators and lab personnel** (except for water/wastewater maintenance personnel), will receive three hundred dollars (\$300.00) per year for the purchase of work clothing in lieu of a work uniform.

The employee will be required to fill out a voucher located in Appendix W of the contract and supply receipts. This form will be submitted to the Accounting Department.

17. **21.21 \$800 Stipend for Waste Water employee to hold a grade 4 license. The most senior employee who is not required to hold the license will receive the stipend.**

18. **7.1 Salaried employees**

<u>2024</u>	<u>3%</u>
<u>2025</u>	<u>3%</u>
<u>2026</u>	<u>4%</u>
<u>2027</u>	<u>4%</u>
<u>2028</u>	<u>3%</u>

19. 7.12

Move account clerks and senior typists from IV to V

Move Senior account Clerk from V to VI

Move Assessor Information Clerk from III to IV

Add Golf Course Superintendent to Group XVI, ~~Step 4~~ Remove "Step 4". he moved to step 5 in October

Add Golf Equipment Mechanic to Job Group XII

Eliminate Job groups I, II, III

* These individuals shall be paid at the higher rated classification at the lowest salary step in that classification which will result in the employee's receiving higher compensation. * and shall thereafter advance in accordance with paragraph 7.16 of this agreement.

20. 7.12/7.2 Consolidate all Mechanic positions below Fire Mechanic (City Proposal)

Move Automotive Mechanic to Group XIV (~~Fire Mechanic~~) Remove reference to fire mechanic.

Move Parks Equipment Mechanic to Group XIII

Move Golf Equipment Mechanic to Group XIII

* These individuals shall be paid at the higher rated classification at the lowest salary step in that classification which will result in the employee's receiving higher compensation.

and shall thereafter advance in accordance with paragraph 7.16 of this agreement.

The City agrees to fill the two current openings in Building maintenance and Water/Wastewater Mechanic

The City agrees to maintain staffing levels citywide.

21. 7.2 Hourly Employees

2024	3%
2025	3%
2026	4%
2027	4%

2028 3%

7.21 Add Groundskeeper II to H5

22. Both parties agree to grammatical and formatting changes as needed to the contract with both parties' approval.

For the City

Date:

For CSEA

Date:

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

JAN 16 2024

January 11, 2024

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 January 16th, 2024, 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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CITY CLERK'S OFFICE

2024 JAN 11 AM 10:31
NORTH TONAWANDA NY

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

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



January 8, 2024

JAN 16 2024

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

In reference to the attached notice from Lumber City Church, I am requesting permission to move forward with a new quarterly agreement at \$1,800 monthly rent for space at the Hope Center so we may continue to serve our youth and families with our Youth Center Programs offered at this site. Without this facility we would not be able to operate our currently scheduled programs and offerings already underway for the 2024 season.

Since we've moved to this location Lumber City Church as been more than accommodating, and the facilities have been well maintained to help us serve our youth accommodating the 70-80 students per day with open Youth Center programs as well as our many registration-based activities.

Seeing as this notification was received after our 2024 budget was already set, I anticipate we will need to offset the additional cost through the General Fund balance. We are currently looking at options to consolidate our department (Senior, Youth Center and Recreation offices) into one facility which would see long term savings. In the meantime, a quarterly rental agreement with Lumber City Church would be the best option to continue providing services that our community both expects and needs.

Thank you for your consideration.

Respectfully Submitted,



Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

2024 JAN 9 AM 8:43
NORTH TONAWANDA NY

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Rev. Chad Rieselman
Lumber City Church:
383 Vandervoort Street
North Tonawanda, NY 14120



**LUMBER CITY
CHURCH**

Mayor Austin Tylec and City Council
North Tonawanda City Hall
216 Payne Ave,
North Tonawanda, NY 14120

Dear Mayor Tylec and City Council,

I am writing to formally notify you of Lumber City Church's intent to terminate the lease agreement for the premises located at The Hope Center 383 Vandervoort St in North Tonawanda, in accordance with the terms outlined in our lease agreement initiated in January of 2022.

As specified in Section VI,3 of the lease agreement, Lumber City Church reserves the right to cancel the agreement upon ninety (90) days written notice to the tenant after a determination by the Lumber City Church administration that there has been some change that substantially affects the needs or requirements of the Lumber City Church or the community in which it is located.

After careful consideration and in accordance with the terms of our lease, Lumber City Church administration has made a determination that there has been a substantial change that affects the needs of Lumber City Church. The cost of utilities has grown to a point where the current \$800 monthly rent paid by the city does not cover the cost of the amount of the utilities needed to operate the Hope Center safely for the amount of your usage. Lumber City Church has been covering the gap in this cost from our own operating expenses for a significant period of time because we so highly value our partnership. We just cannot continue to cover the cost.

Therefore, pursuant to the Early Termination clause outlined in our lease agreement, we are providing you with this ninety (90) days written notice of our intent to terminate the lease. The effective date of the termination will be Wednesday March 6, 2024.

Our intent is to renew this lease at the end of this 90 day notice with the exception of a new rental price of \$1800 per month and a quarterly term agreement. We sincerely hope to continue with our relationship and continue to partner with The City of North Tonawanda to provide a space for The NT Parks and Recreation indoor youth programs at The Hope Center.

We appreciate your understanding in this matter and we are willing to work collaboratively to ensure a smooth transition during this period. Please let us know if there are any other specific

Lumber City Church - 383 Vandervoort St North Tonawanda, NY 14120
716-260-2757 - info@LumberCityChurch.com

procedures or requirements that need to be followed during the termination process, or if The City of North Tonawanda does not plan to continue with our partnership after March 6, 2024

Thank you for your attention to this matter. I look forward to your cooperation and understanding.

Respectfully,

Rev. Chad Rieselman

Chad Rieselman
Lead Pastor - Lumber City Church

December 20, 2023

Donna Braun

City Clerk/Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

The December 2023 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1900 hours. Roll call showed the following members present: R. Frank, J. Sikora, M. Lemke, A. DiBernardo, D. Grinnell, N. Ferguson. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

- 1.) Ron Duguay contacted the City Clerk's office regarding terrace parking on Keil Street. Member Sikora spoke with Duguay and advised him that there is terrace parking on the west end of Keil Street as there is already a concrete pad and no curbs. The terraces are used by the owners/residents of those respective houses on the street.
- 2.) Lisa Fischer requested that the committee sit and observe the light, stop sign and daycare parking lot on Ward Road at Ruie Road for traffic safety. The committee monitored the area. The stop sign on Ruie Road was left there and the blinking stop light was taken down as there shouldn't be 2 traffic control devices at the same intersection. There was a stop sign and stop line added to the daycare terrace which is city property. Members Meisenburg and Frank spoke with the daycare property owner who informed us that we could place any markings and/or signs on his property to help with the safety of the intersection. Meisenburg will be adding double yellow lines to the terrace and end of the daycare property when the weather clears up.
- 3.) Todd Kozlowski requested extra checks at the intersection of Castlebar Drive and Farnsworth Avenue for vehicles going through the stop signs. Traffic Officer Otabachian monitored the intersection and wrote citations to drivers for going through the stop signs. Otabachian will continue to monitor the stop sign.
- 4.) Bob Brennan received a request to check on a terrace parking violation at 1261 Payne Avenue. Member Frank had Officer Otabachian check the residence and found that there was a vehicle on the terrace. The vehicle was issued a parking ticket.
- 5.) Donna Braun received a request from Richard Andres to have the stop light at Oliver Street and Center Street correspond with the new mass times at OLC Church. Member

XVII.

Donna

JAN 16 2024

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2023 DEC 29 AM 11:07
NORTH TONAWANDA NY

Meisenburg informed Braun that this traffic signal was taken out of service 2 years ago after a lightning strike. The controller was from 1984 and there is no replacement parts so the only control is a flash option. To buy a new light would cost \$200,000. The committee recommends placing an illuminated crosswalk sign like the ones by the city market, these cost \$7,500.

6.) The committee received a terrace parking permit from 65 Brundage Avenue. The terrace is grass with no curbs on a residential street. The committee denies the request.

The next Traffic Safety Meeting will be held on January 15, 2024.

Travel safely and Happy Holidays

Robert J. Frank

XXV.1

JAN 16 2024

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	18	180.00
			Sub-Total:	\$180.00
A1550	Minor Sales	Public Pound Fee	2	50.00
			Sub-Total:	\$50.00
A1603	Misc. Fees	Birth Certificates	53	530.00
		Death Certificates	111	1,110.00
		Deaths Recorded	14	0.00
		Geneology Search	1	22.00
			Sub-Total:	\$1,662.00
A1980	Minor Sales	City Market	1	5,000.00
			Sub-Total:	\$5,000.00
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Terrace Parking App	2	40.00
			Sub-Total:	\$90.00
A2501	Snowplow Permit	Snowplow Permit	4	140.00
			Sub-Total:	\$140.00
A2505	Marriage License Fee	Marriage License Fee	8	140.00
	One Day Officiant License	One Day Officiant License	1	25.00
			Sub-Total:	\$165.00
A2506	Conservation	Conservation	4	11.23
			Sub-Total:	\$11.23
A2540	Racing & Wagering Fees	Bingo License	49	367.50
		Bingo Proceeds	4	125.68
			Sub-Total:	\$493.18
A2541	Racing & Wagering Fees	Bell Jar License	4	40.00
			Sub-Total:	\$40.00
A2542	Dog Licensing	Female, Spayed	64	576.00
		Female, Unspayed	4	68.00
		Male, Neutered	40	360.00
		Male, Unneutered	6	102.00
		Replacement Tags	3	9.00
			Sub-Total:	\$1,115.00
A2610	Minor Sales	Parking Tickets	39	5,250.00
			Sub-Total:	\$5,250.00

2024 JAN 4 AM 11:05
NORTH TONAWANDA NYRECEIVED
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Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$14,196.41
Amount paid to:	New York State Comptroller			551.25
Amount paid to:	New York State Comptroller's Office			60.00
Amount paid to:	New York State Department of Health			135.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			134.00
Amount paid to:	NYS Environmental Conservation			800.77
Total State, County & Local Revenues:		\$15,877.43	Total Non-Local Revenues:	\$1,681.02

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


 Donna L. Braun
 City Clerk-Treasurer

1/4/24
 Date

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

XXV.1

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

JAN 16 2024

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CITY CLERK'S OFFICE

2024 JAN 9 PM 12:58
NORTH TONAWANDA NY

1/9/2024

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

Dear Sirs:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of December 2023.

General Fund

Balance Fwd - Checking	1,317,129.95
Balance Fwd - Money Market	7,585,189.02
Investments	0.00
Receipts for the month	5,734,569.44
Warrants Drawn	<u>(8,935,218.63)</u>
	\$5,701,669.78

Sewer Fund

Balance Fwd - Checking	53,436.72
Balance Fwd - Money Market	15,786.13
Investments	0.00
Receipts for the month	1,042,655.49
Warrants Drawn	<u>(1,050,059.24)</u>
	\$61,819.10

Water Fund

Balance Fwd - Checking	839,399.34
Balance Fwd - Money Market	1,246,697.14
Investments	0.00
Receipts for the month	976,270.31
Warrants Drawn	<u>(415,028.91)</u>
	\$2,647,337.88

Trust & Agency Fund

Balance Fwd - Checking	429,488.59
Receipts for the month	70,833.06
Warrants Drawn	<u>(74,354.62)</u>
	\$425,967.03

Capital Construction Fund

Balance Fwd - Checking	1,595,544.95
Balance Fwd - Money Market	8,107,846.65
Investments	0.00
Receipts for the month	2,070,603.29
Warrants Drawn	(610,992.90)
	<hr/>
	\$11,163,001.99

Community Development Fund

Balance Fwd - Checking	20,261.15
Receipts for the month	0.00
Warrants Drawn	(3,824.59)
	<hr/>
	\$16,436.56

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	317,354.00
Warrants Drawn	(317,354.00)
	<hr/>
	\$0.00

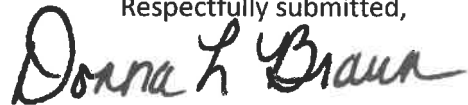
Housing Rehabilitation Fund

Balance Fwd	1,482.10
Receipts for the month	0.63
Warrants Drawn	0.00
	<hr/>
	\$1,482.73

Home Rehabilitation Fund

Balance Fwd	40,683.56
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$40,683.56

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer

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

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



www.ntparksrec.com

January 2, 2024

The Honorable Mayor Austin Tylec
And Common Council
216 Payne Avenue
North Tonawanda, New York 14120

XXV.2

JAN 16 2024

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of December 2023.

Senior Center's Total Monthly Services 1,362

Unduplicated 545

Duplicated 817

Please note: We also sponsor a "Little Free Food Pantry" and a "Little Library" both of these are available to the public 24/7.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

2024 JAN 3 PM3:25
NORTH TONAWANDA NY

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Department of Police

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

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

XXI.3

JAN 16 2024

January 11, 2024

Honorable Mayor Austin J. Tylec and
Members of the City of North Tonawanda Common Council

Dear Sirs,

Please find the attached Summary of Police Activities Report, the Summary of Criminal Activities Report, and the V&T Report for the month of December 2023.

Respectfully Submitted,

Keith T. Glass
Chief of Police

cc: Joe Loncar
cc: Robert Schmigel
cc: Frank DiBernardo
cc: Joseph Lavey Jr.
cc: Joe Marranta

KTG/as

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CITY CLERK'S OFFICE

2024 JAN 11 PM 10:31
NORTH TONAWANDA NY

<p>NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF DECEMBER 2023</p>

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	2	2	
ALL OTHER OFFENSES	11	7	
ARSON	0	0	
BURGLARY	0	0	
COERCION	0	0	
CRIMINAL MISCHIEF	8	3	
CRIM POSS WEAPON	0	0	
DIS CON/HARASS	8	5	
DRUG OFFENSES	6	0	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	24	24	
FORGERY	0	0	
FRAUD (ID THEFT)	0	0	
LARCENY	23	3	1
LEAVING THE SCENE	3	0	
MURDER	0	0	
RAPE	0	0	
ROBBERY	0	0	
SEXUAL OFFENSES	0	0	
SIMPLE ASSAULT	0	0	
STOLEN PROPERTY	2	0	
UNAUTH USE M/V	3	1	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		6	
TOTALS	90	51	1
# OF ABOVE COMPLAINTS CLEARED BY JAB		7	
# CLEARED BY JAB FROM PREV MONTHS		0	

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF DECEMBER 2023
--

CRIMINAL

Complaints received and investigated	66
Complaints cleared by arrest or exceptional clearance	23
Complaints ruled unfounded	1
Number of males arrested	10
under 18:	0
over 18:	10
Number of females arrested	7
under 18:	0
over 18:	7
Arrests for other authorities	0
Failure to Appear/Violation of Probation Warrant Arrests	24
Above complaints cleared by J.A.B.	7
Complaints cleared by J.A.B. from previous months	0

TRAFFIC

Traffic summonses issued	835
DWI arrests	5
Parking tags issued	223

MISCELLANEOUS

Miscellaneous service	2,179
Incident reports	96
Vehicle accidents	44
Vehicle accidents (fatal)	0
Vehicle stops	658
Police escorts	1
Prisoner meals	76
Mug shots taken	27
Fingerprints taken	27
Persons missing and located	0
Automobiles stolen	3
Automobiles recovered	1
Automobiles recovered for other authorities	0
Record check fees	\$180.00
Photocopy fees	\$129.00
Fingerprint fees	\$0.00
Fines collected	\$63,713.00
Value of property damaged	\$3,078.00
Value of property stolen	\$53,089.06
Value of property recovered	\$26,897.63

Respectfully submitted,



Keith T. Glass
Chief of Police

KTG/as

V & T REPORT FOR THE MONTH OF DECEMBER 2023

TRAFFIC INFRACTIONS:

SPEEDING	269
REDLIGHT VIOLATION	51
STOP SIGN VIOLATION	177
NO REGISTRATION	12
NO LICENSE	22
FAULTY EQUIPMENT	37
NO INSPECTION	34
FAILED TO YIELD RIGHT OF WAY	7
SEAT BELT VIOLATION -	10
NO INSURANCE	7
LICENSE PLATE VIOLATION	1
IMPROPER TURN	13
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	0
FAILED TO KEEP RIGHT	3
LEAVING SCENE OF INCIDENT	3
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	0
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	2
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	2
UNSAFE BACKING	0
MISCELLANEOUS	88
TOTAL	738

TRAFFIC MISDEMEANORS:

DWI	11
OPERATING VEHICLE REGIS. SUSPENDED/REVOKED	16
AGGRAVATED UNLICENSED OPER 3RD	32
AGGRAVATED UNLICENSED OPER 2ND	13
RECKLESS DRIVING	0
LEAVING SCENE INJURY ACCIDENT	0
DISPLAY FORGED CERTIFICATE W/O INSPECTION	0
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	0
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	22
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	3
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	0
EQUIPMENT VIOLATIONS - MISDEMEANOR	0
ILLEGAL SPEED CONTEST	0
POSSESSION OF A LOADED FIREARM IN/ON VEHICLE	0
TOTAL	97

TRAFFIC FELONIES:

AGGRAVATED UNLICENSED OPERATION 1ST	0
AGGRAVATED DWI/CHILD IN VEHICLE	0
OPERATE MV .08 OR MORE ALC-PRIOR CONV DESIG	0
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	0
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	0
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	0
LEAVING SCENE ACCIDENT RESULTING IN SERIOUS INJURY	0
TOTAL	0

FINES (CITY IMPOSED):

TRAFFIC	\$58,060.00
PENAL LAW	\$278.00
CITY ORDINANCE	\$50.00
BAIL FORFEITURE	\$0.00
ABC LAW	\$75.00
PARKING TAGS	<u>\$5,250.00</u>
TOTAL	\$63,713.00

MUG SHOTS: 27

PARKING TAGS: 233

MEAL TICKETS: 76

Treasurer's Office
Sick, Vacation, Personal & Birthday Schedule

January 1, 2023 thru December 31, 2023

XXVI.1
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2024 JAN 8 AM 11:09
NORTH TONAWANDA NY

Sick Days

Employee	Forward	2022	Sub Total	Used	Bank	Balance
Denise Proefrock	182	12	194	4	0	190
Jolynn Muehlbauer	13	12	25	11	0	14
Lori Swartz	165	12	177	5	0	172
Denise Abramo	101	12	113	5	0	108
Lauren Gately	4	12	16	10	0	6
Amanda Walkowiak	3	12	15	6	0	9


JAN 16 2024

Vacation Days

Employee	Forward	2023	Sub Total	Used	Forfeit	Balance
Denise Proefrock	2	25	27	24	0	3
Jolynn Muehlbauer	0	11	11	11	0	0
Lori Swartz	5	25	30	29	0	1
Denise Abramo	3.5	20	23.5	22.5	0	1
Lauren Gately	0	11	11	10	0	1
Amanda Walkowiak	0	11	11	11	0	0

Personal & Birthdays

Employee	Annual	Used	Forfeit	Balance
Denise Proefrock	5	5	0	0
Jolynn Muehlbauer	5	5	0	0
Lori Swartz	5	5	0	0
Denise Abramo	5	5	0	0
Lauren Gately	5	5	0	0
Amanda Walkowiak	5	5	0	0


 Assistant City Clerk-Treasurer
 Denise Proefrock

XXXXII.1

JAN 16 2024

Account#	Account Description	Fee Description	Qty	Local Share
A0070	City Marketing Fee	City Marketing Fee	15	12,385.00
			Sub-Total:	\$12,385.00
A1255	Minor Sales	Certified Copies - Marriage	168	1,680.00
		Ward Maps	1	1.00
			Sub-Total:	\$1,681.00
A1550	Minor Sales	Public Pound Fee	5	125.00
			Sub-Total:	\$125.00
A1603	Misc. Fees	Birth Certificates	504	5,040.00
		Death Certificates	1075	11,168.00
		Deaths Recorded	147	0.00
		Free Birth Certificates	2	0.00
		Free Death Certificates	1	0.00
		Genealogy Birth	3	66.00
		Genealogy Death	11	242.00
		Genealogy Search	1	22.00
		Replacement Death Certificates	22	22.00
			Sub-Total:	\$16,560.00
A1980	Minor Sales	City Market	168	62,665.00
			Sub-Total:	\$62,665.00
A2110	Planning & Zoning Fees	Board of Appeals App.	12	600.00
		Planning - Rezoning	8	800.00
		Site Plan Approval	2	200.00
		Terrace Park. Permit	21	105.00
		Terrace Parking App	3	60.00
			Sub-Total:	\$1,765.00
A2410	Minor Sales	Boathouse 2023	23	23,712.00
			Sub-Total:	\$23,712.00
A2501	Minor Sales	Solicitors Permit - Yearly	10	260.00
	Permit Fees	Chicken Permits	11	275.00
		Christmas Tree Permit	1	1.00
		Food Truck	5	500.00
	Snowplow Permit	Snowplow Permit	26	995.00
			Sub-Total:	\$2,031.00
A2505	Marriage License Fee	Marriage License Fee	138	2,415.00
	One Day Officiant License	One Day Officiant License	2	50.00
			Sub-Total:	\$2,465.00
A2506	Conservation	Conservation	156	1,014.75
			Sub-Total:	\$1,014.75
A2540	Racing & Wagering Fees	Bingo License	49	367.50
		Bingo Proceeds	49	2,852.55
			Sub-Total:	\$3,220.05
A2541	Racing & Wagering Fees	Bell Jar License	7	70.00

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2024 JAN 4 AM 11:05
NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$70.00
A2542	Dog Licensing	Exempt Dogs	8	0.00
		Female, Spayed	1011	9,099.00
		Female, Unspayed	74	1,258.00
		Male, Neutered	827	7,443.00
		Male, Unneutered	96	1,632.00
		Replacement Tags	14	42.00
			Sub-Total:	\$19,474.00
A2610	Minor Sales	Parking Tickets	328	41,033.00
			Sub-Total:	\$41,033.00
Total Local Shares Remitted:				\$188,200.80
Amount paid to:	New York State Comptroller			551.25
Amount paid to:	New York State Comptroller's Office			105.00
Amount paid to:	New York State Department of Health			2,992.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			2,348.00
Amount paid to:	NYS Environmental Conservation			19,010.25
Total State, County & Local Revenues:		\$213,207.80	Total Non-Local Revenues:	
			\$25,007.00	

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

Donna L. Braw 1/4/24
 City Clerk-Treasurer Date



Department of Police

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

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

XXVII, 2

JAN 16 2024

January 11, 2024

Honorable Mayor Austin J. Tylec and
Members of the City of North Tonawanda Common Council

Dear Sirs,

Please find the attached Summary of Police Activities Report, the Summary of Criminal Activities Report, and the V&T Report for the Year 2023.

Respectfully Submitted,

Keith T. Glass
Chief of Police

- cc: Joe Loncar
- cc: Robert Schmigel
- cc: Frank DiBernardo
- cc: Joseph Lavey Jr.
- cc: Joe Marranta

KTG/as

2024 JAN 11 AM 10:31
NORTH TONAWANDA NY

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NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE YEAR 2023

CRIMINAL

Complaints received and investigated	999
Complaints cleared by arrest or exceptional clearance	441
Complaints ruled unfounded	2
Number of males arrested	under 18: 5 over 18: 217
Number of females arrested	under 18: 0 over 18: 75
Arrests for other authorities	0
Failure to Appear/Violation of Probation Warrant Arrests	270
Above complaints cleared by J.A.B.	107
Complaints cleared by J.A.B. from previous months	5

TRAFFIC

Traffic summonses issued	10,236
DWI arrests	124
Parking tags issued	1,114

MISCELLANEOUS

Miscellaneous service	28,873
Incident reports	1,185
Vehicle accidents	586
Vehicle accidents (fatal)	0
Vehicle stops	8,940
Police escorts	18
Prisoner meals	801
Mug shots taken	425
Fingerprints taken	425
Persons missing and located	15
Automobiles stolen	15
Automobiles recovered	5
Automobiles recovered for other authorities	0
Record check fees	\$1,560.00
Photocopy fees	\$299.50
Fingerprint fees	\$0.00
Fines collected	\$698,951.00
Value of property damaged	\$61,780.07
Value of property stolen	\$942,472.51
Value of property recovered	\$115,914.40

Respectfully submitted,



Keith T. Glass
Chief of Police

KTG/as

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE YEAR 2023

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	22	17	
ALL OTHER OFFENSES	169	93	
ARSON	0	0	
BURGLARY	35	6	
COERCION	3	1	
CRIMINAL MISCHIEF	84	26	
CRIM POSS WEAPON	24	15	
DIS CON/HARASS	153	102	
DRUG OFFENSES	82	10	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	270	270	
FORGERY	9	1	
FRAUD (ID THEFT)	37	4	
LARCENY	208	42	2
LEAVING THE SCENE	46	8	
MURDER	0	0	
RAPE	7	3	
ROBBERY	8	4	
SEXUAL OFFENSES	15	2	
SIMPLE ASSAULT	14	11	
STOLEN PROPERTY	8	8	
UNAUTH USE M/V	11	5	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES	0	0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS	0	85	
TOTALS	1205	713	2
# OF ABOVE COMPLAINTS CLEARED BY JAB		117	
# CLEARED BY JAB FROM PREV MONTHS		5	

V & T REPORT FOR THE YEAR 2023

TRAFFIC INFRACTIONS:

SPEEDING	4,279
REDLIGHT VIOLATION	416
STOP SIGN VIOLATION	1,197
NO REGISTRATION	214
NO LICENSE	303
FAULTY EQUIPMENT	455
NO INSPECTION	533
FAILED TO YIELD RIGHT OF WAY	72
SEAT BELT VIOLATION	224
NO INSURANCE	73
LICENSE PLATE VIOLATION	75
IMPROPER TURN	79
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	18
FAILED TO KEEP RIGHT	26
LEAVING SCENE OF INCIDENT	39
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	1
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	4
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	49
UNSAFE BACKING	37
MISCELLANEOUS	<u>1,219</u>
TOTAL	<u>9,313</u>

TRAFFIC MISDEMEANORS:

DWI	197
OPERATING WHILE REGIS. SUSPENDED/REVOKED	141
AGGRAVATED UNLICENSED OPER 3RD	284
AGGRAVATED UNLICENSED OPER 2ND	125
RECKLESS DRIVING	10
LEAVING SCENE INJURY ACCIDENT	2
DISPLAY FORGED CERTIFICATE W/O INSPECTION	6
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	12
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	116
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	25
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	1
EQUIPMENT VIOLATIONS - MISDEMEANOR	1
ILLEGAL SPEED CONTEST	3
POSSESSION OF A LOADED FIREARM IN/ON VEHICLE	<u>3</u>
TOTAL	<u>926</u>

TRAFFIC FELONIES:

AGGRAVATED UNLICENSED OPERATION 1ST	13
AGGRAVATED DWI/CHILD IN VEHICLE	5
OPERATE MV .08 OF 1% OR MORE ALC-PRIOR CONV DESIG	0
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	8
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	1
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	1
LEAVING SCENE ACCIDENT RESULTING IN SERIOUS INJURY	<u>1</u>
TOTAL	<u>29</u>

FINES: (CITY IMPOSED)

TRAFFIC	\$684,424.50
PENAL LAW	\$1,210.00
CITY ORDINANCE	\$1,050.00
BAIL FORFEITURE	\$0.00
ABC LAW	\$75.00
PARKING TAGS	<u>\$41,393.00</u>
TOTAL	<u>\$728,152.50</u>

MUG SHOTS: 458

PARKING TAGS: 1,114

MEAL TICKETS: 1,037

XXXII



City of North Tonawanda

Department of Community Development
500 Wheatfield Street
North Tonawanda, New York 14120

Telephone: (716) 695-8580

JAN 16 2024

January 9th, 2024

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

Dear Honorable Body,

Through the 2023 Consolidated Funding Application process, the City of North Tonawanda received \$750,000 in grant assistance from the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) for the Memorial Pool Revitalization project in Payne Park.

In order to enter into and execute a contract with the OPRHP, the City of North Tonawanda is required to provide an authorizing resolution to accept the grant funds, agree to OPRHP terms and conditions, and designate the Mayor to be the signing authority to execute the Master Contract and any future amendments.

I would like to kindly request that the City of North Tonawanda Common Council authorize the attached municipal resolution, which will allow us to move forward with the OPRHP contract process.

Sincerely,

Laura K. Wilson
Director of Community Development

2024 JAN 8 PM 1:06
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RESOLVED, that the City of North Tonawanda applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP”) under the Title 9 of the Environmental Protection Act of 1993 for the purpose of funding the Memorial Pool Revitalization Project.

RESOLVED, that the City of North Tonawanda is authorized and directed to accept these grant funds in an amount not to exceed \$750,000 for the project described in the grant application;

RESOLVED, that the City of North Tonawanda is authorized and directed to agree to the terms and conditions of the Master Contract with OPRHP for such Memorial Pool Revitalization Project;

RESOLVED, that the City of North Tonawanda is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; and

RESOLVED, that the governing body of the municipality delegates signing authority to execute the Master Contract and any amendments thereto, any required deed of easement, and any other certifications to the individual(s) who hold(s) the following elected or appointed municipal office(s) or employment position title(s): Mayor and/or Director of Community Development.

CERTIFIED TRUE COPY

I, Donna Braun, Clerk/Treasurer of the City of North Tonawanda, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on January 16th, 2024 at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Dated: _____

Signature:
Clerk/Treasurer

CFO. A.

Rexford Howard
839 Niagara Parkway
North Tonawanda, NY
14120

JAN 16 2024

January 2nd, 2024

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

RE: Request for Leave of Absence

Dear Mark,

I would like to request a leave of absence for 6 months for personal and professional reasons. I plan on leaving effective Monday, January 22nd, 2024.

Thank you for your consideration.

Best,



Rex Howard

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2024 JAN 3 PM 3:28
NORTH TONAWANDA NY

CFO. B.

Gratwick Hose Company
110 Ward Road
North Tonawanda NY 14120

JAN 16 2024

The following members of Gratwick Hose Company have reached the years of service listed below

50 Year: Carl Huckins
Dennis Gaston
John Rosebrock
James Kupiec
Dale Moskal

THANK YOU DONNA,

Keith Miranto
1359 Westwood Dr.
N. Tonawanda, NY 14120

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2024 JAN 11 PM 2:17
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