

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, JANUARY 18, 2022 6:30PM

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

PROOF OF PUBLICATION PUBLISHED 12/24/2021

- 1) Legal Notice- Request for Proposals from Parties Interested in Operating a Restaurant Facility at Deerwood Golf Course – Dir. Youth, Recreation, Parks and Seniors**

PROOF OF PUBLICATION PUBLISHED 12/31/2021

- 1) Legal Notice – Resumes accepted for the Position of North Tonawanda City Attorney – City Clerk-Treasurer**

COMMUNICATIONS FROM CITY OFFICIALS

- | | | |
|------------------------|---|--|
| I.1 Mayor | - | Re: Appointment of Christian Del Prince as the North Tonawanda City Market Clerk |
| I.2 Mayor | - | Re: Amendment to the Reappointment of Joseph Sikora, Robert Frank and Dennis Grinnell and the Appointment of Robert Brennan to the Traffic Safety Committee |
| IV. Engineer | - | Re: Approval of the Keller Building Emergency Floor Repairs Proposals |
| VII. Accountant | - | Re: Payment of the Abstract of Claims Dated January 18, 2022 |
| VIII. Assessor | - | Re: Approval of Resolution pertaining to the Senior Citizens Exemption and Persons with Disabilities |

IX. Supt. Public Works - Re: Approval of the DASNY Chipper & Sewer Camera Grants for the City of North Tonawanda

X. Police Chief - Re: Approval of the Contract between the City of North Tonawanda and the Niagara County SPCA

XIV. Youth, Recreation & Parks And Seniors - Re: Approval of the 2021 State Aid appropriations for Youth Center Programming and Youth Court and First Offender Program

XXV. Monthly Reports

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

XXVI. Annual Vacation & Sick Leave Reports

.1 Fire Department .2 Youth, Recreation, Parks & Seniors

XXVII. Annual Reports

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

COMMUNICATIONS FROM OTHERS

**A.
Gratwick Hose Company, Inc. - Re: Removal of William Busch and Albert Gerlach from the North Tonawanda Fire Rolls**

**B.
Gratwick Hose Company, Inc. - Re: Exemption Petitions for year of Service:
50 Years – David Miller, Timothy Miller
Glenn Deverell, Michael Niezgoda

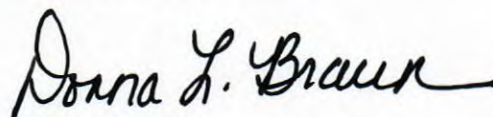
35 Years – William Roberts, Jr., David Manth, John Manth, James Lemke**

C.
NT Neighborhood Watch

-

**Re: Permission to host a Dyngus Day
Celebration and Parade, Monday, April
18, 2022**

Respectfully submitted,

A handwritten signature in black ink that reads "Donna L. Braun". The signature is written in a cursive style with a long horizontal flourish at the end.

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

JAN 18 2022

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

2022 JAN 3 AM 10:38
NORTH TONAWANDA NY

RECEIVED

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

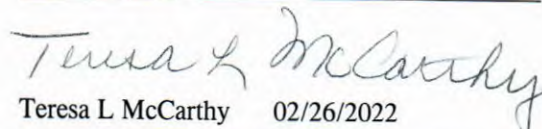
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 294107 was printed and published in said paper on the following dates:

12/24/2021


Principal Clerk

Subscribed and sworn to before me this


Teresa L McCarthy 02/26/2022

Notary Public Expiration Date

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

**Legal Notice
Request for Proposals**

Sealed proposals will be received by the City of North Tonawanda in the clerks office, 216 Payne Avenue, North Tonawanda, NY 14120, until January 20, 2022, at 4:00pm (EST) from parties interested in operating a restaurant facility at Deerwood Golf Course under a concessionaire agreement with the City of North Tonawanda. The goal of this RFP is to attract a commercial restauranter that can provide quick service of reasonably priced food and drink items for the golfing public during the course hours of operation.

The Request for Proposals (RFP) is available online at www.ntparksrec.com and can also be made available via email or hard copy upon request by contacting Alex Domaradzki @ 695-8520 x5500 or emailing alex@northtonawanda.org Each proposal shall contain the full name and address of each person or company submitting the proposal. Proposals shall be delivered NO LATER THAN January 20, 2022 at 4:00pm (EST) to:

Alex Domaradzki
Parks & Recreation Director
City of North Tonawanda
216 Payne Avenue
North Tonawanda, NY 14120

All questions shall be submitted in writing and shall be emailed to alex@northtonawanda.org.

All proposals must be received on time and in full compliance with the instructions contained in the RFP. The City of North Tonawanda reserves the right to reject any and all Proposals, and to withdraw this solicitation at any time.

N#294107 12/24/2021

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____


JAN 18 2022

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

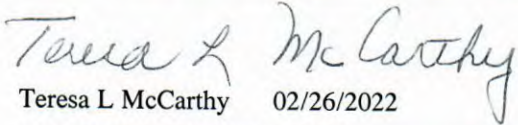
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 294379 was printed and published in said paper on the following dates:

12/31/2021


Principal Clerk

Subscribed and sworn to before me this
1-4-22


Teresa L. McCarthy 02/26/2022

Notary Public Expiration Date

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

2022 JAN 10 11:50
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

**LEGAL NOTICE
CITY OF NORTH TONAWANDA**

City Attorney

The North Tonawanda Common Council will be accepting resumes for the vacancy of City Attorney. Any North Tonawanda resident interested in interviewing for the position is asked to submit a resume. Candidates must hold a New York State Law Degree in good standing and be a resident of North Tonawanda.

The deadline for submitting resumes is Tuesday January 11th at 12:00 PM. All resumes should be clearly marked and sent to:

City Attorney RESUME
c/o North Tonawanda City Clerk-Treasurer's Office
City Hall
216 Payne Avenue
North Tonawanda, NY 14120
or email to:
dbraun@northtonawanda.org

Interviews for the City Attorney will be held the week of January 17th, 2022. Appointment of the North Tonawanda City Attorney will be held on January 25th, 2022.

Donna L. Braun
City Clerk-Treasurer
N#294379

12/31/2021

December 29, 2021

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

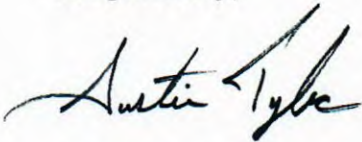
Re: Appointment of City Market Clerk

Dear Honorable Body:

Please be advised that I am appointing Christian Del Prince, 800 W Thomas Fox Dr, North Tonawanda, NY 14120 as the North Tonawanda City Market Clerk, effective January 1, 2022 for a one (1) year term, expiring December 31, 2022.

Thank you for your attention to this matter.

Respectfully,



Austin Tylec
Mayor-elect (1/1/2022)
Alderman-at-Large
City of North Tonawanda

Tabled *I.S.*
JAN 04 2022
I.1

JAN 18 2022

RECEIVED
CITY CLERK'S OFFICE

2021 DEC 29 PM 12:12
NORTH TONAWANDA NY

I.2

JAN 18 2022

December 29, 2021

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

Re: Appointments to the North Tonawanda Traffic Safety Committee

Dear Honorable Body:

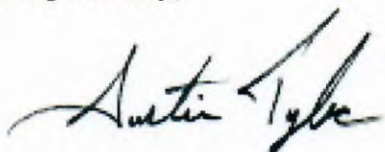
Please be advised that I am re-appointing the following individuals for the following terms on the Traffic Safety Committee:

1. Joseph Sikora, 522 Homestead Dr, North Tonawanda, NY 14120, effective January 1, 2022 for a term of two (2) years, and expiring December 31, 2023.
2. Robert Frank, 316 Brentwood Dr, North Tonawanda, NY 14120, effective January 1, 2022 for a term of two (2) years, and expiring December 31, 2023.
3. Dennis Grinnell, 916 W Thomas Fox Dr, North Tonawanda, NY 14120, effective January 1, 2022 for a term of two (2) years, and expiring December 31, 2023.

I am also appointing Robert Brennan, 333 Daniel Dr, North Tonawanda, NY to the Traffic Safety Committee to complete the term of Mark Daigler, effective January 1, 2022, and expiring December 31, 2022.

Thank you for your attention to this matter.

Respectfully,



Austin Tylec
Mayor-elect (1/1/2022)
Alderman-at-Large
City of North Tonawanda

RECEIVED
CITY CLERK'S OFFICE

2022 JAN 7 PM 10:57
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

I. 3

JAN 04 2022

December 29, 2021

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

Re: Appointments to the North Tonawanda Traffic Safety Committee

Dear Honorable Body:

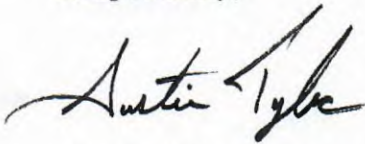
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Thank you for your attention to this matter.

Respectfully,



Austin Tylec
Mayor-elect (1/1/2022)
Alderman-at-Large
City of North Tonawanda

2021 DEC 29 10:12:12
NORTH TONAWANDA NY

RECEIVED
CITY CLERKS OFFICE



**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

January 13, 2022

IV.

JAN 18 2022

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

Re: Keller Building Emergency Floor Repairs Proposals

Dear Honorable Body:

RECEIVED
CITY CLERK'S OFFICE
2022 JAN 13 PM 12:36
NORTH TONAWANDA NY

The City Building Maintenance Department discovered a corroded and deteriorating steel floor joist in the basement of the Norman Keller Building. To complete the emergency floor repairs needed, the City intends to procure the services of a professional engineering firm. This firm's responsibilities will include design of a repair for the corroded and deteriorating steel joists as well to investigate and design a remediation for the cause of the corrosion in the joists.

Three engineering firms were contacted and submitted proposals for this emergency work in November and December 2021. Proposals were reviewed by City Engineering and Building Maintenance to provide a recommendation to the Council.

Upon review we are recommending the City select the proposal submitted by Glynn Group Engineering and Architecture, PLLC. Glynn is a local firm with experience in design of structural repairs in similar projects.

I am hereby requesting this honorable body consider selecting Glynn Group Engineering & Architecture, PLLC to complete the design of the Keller Building Emergency Floor Repairs Project and authorize the Mayor to sign a contract with Glynn Group, pending review and approval by the City Attorney, for the proposed fee of \$9,000.00.

Please let me know if you have any further questions or concerns. Thank you for your consideration.

Very truly yours,

Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Nick Robinson, Assistant City Attorney
Jeffery Zellner, City Accountant
John DiVirgilio, City Building Maintenance
Nick Fetterman, P.E., Glynn Group

December 6, 2021

City of North Tonawanda Department of Engineering
City Hall
216 Payne Avenue
North Tonawanda, New York 14120

Attn: Ms. Chelsea Spahr, P.E.
City Engineer

Subject: **Norman Keller Building**
500 Wheatfield St.
First Floor Steel Joist Repair and Corrosion Remediation
Engineering Services Proposal
GGEA 21-1289

Dear Ms. Spahr,

This letter presents a formal proposal to provide Professional Engineering Services, on behalf of the City of North Tonawanda, to investigate and design a repair for the corroded and deteriorating steel joists under the first floor of the Norman Keller Building. In addition, Glynn Group Engineering and Architecture, PLLC (GGEA) will investigate and design a remediation for the cause of the corrosion in the joists with the intent of slowing any further deterioration. This proposal is in response to your request for services on November 15, 2021 and is based on our visit to the Norman Keller Building at 500 Wheatfield St. in North Tonawanda on November 23, 2021.

A. OVERVIEW

The east and northwest areas of the Norman Keller Building sit overtop of a crawl space and the first floor is supported on steel joists that span approximately 30ft - 36ft in the north south direction from a central foundation wall to the exterior foundation walls. Along the east foundation wall, several joists were noted to be exhibiting rusting and some had significantly corroded, resulting in major loss of section in the steel joist members. The worst of the corrosion was found near to the center of the east foundation wall, directly beneath the main entryway to the building. In addition, significant moisture in the form of condensation was noted all along the east ends of the steel joists, mostly occurring within 10ft of the east foundation wall. At the time of our visit the crawl space felt warm and humid and the outside temperature was about 36° F.

B. STEEL JOIST STRUCTURAL REPAIR

The proposed engineering services for this portion of the work include an investigation of the damaged steel floor joists in the eastern crawl space of the building and the development of a structural repair or modification detail in order to restore the floor support structure to its original

GLYNN GROUP ENGINEERING & ARCHITECTURE, PLLC

415 South Transit Street, Lockport, New York 14094
voice 716.625.6933 / fax 716.625.6983
www.glynngroup.com

design strength if possible, or if not at least to an adequate allowable capacity considering the usage of the building and the loads applied to it based on current building codes and engineering standards.

Specific items under this proposal include:

1. Perform a site visit in order to review the steel floor joists in the eastern crawl space area and obtain a general survey of the current conditions of each of the joists.
2. Based on the findings of the general condition survey, determine which joists will require immediate structural repairs, which ones may require future structural repairs if no additional action is taken and which ones are currently in an adequate condition for long term continued usage.
3. Review the 1969 Building drawings provided by the City of North Tonawanda in order to determine the original structural capacity of the floor joist system for the building and to aid in developing repair details for the existing steel floor joists.
4. Develop a structural repair or remediation design for any joists found to be in an unacceptable condition for continued usage in supporting the first floor of the building. The repair scheme will, to the best of our abilities, take into account that the building remains in use and that access for installation is limited inside the crawl space.
5. Correspond with the City of North Tonawanda Engineering department in order to address limited questions, comments or requested revisions to the design scheme as developed by GGEA.
6. Provide design drawings and specifications (included on the drawings) for the steel joist repair which are signed and sealed by a NYS Professional Engineer.
7. Provide limited assistance in answering contractor questions and reviewing any requested submittals or shop drawings. (Services during construction will be a separate scope item).

The proposed lump sum fee for the investigation and repair design services outlined above is \$3,750

C. REMEDICATION OF THE CAUSE OF JOIST CORROSION

The proposed engineering services for this portion of the work include and investigation of the current conditions in the crawl space and the first floor of the building with the intent of determining the most likely cause or causes of the accelerated corrosion occurring at the east ends of the steel floor joists and developing a remediation plan to halt or at least hinder the ongoing corrosion of the steel floor joists. From the limited time on site to date, GGEA is of the opinion that moisture is the likely cause of the accelerated corrosion, and that in the location of the worst of the noted corrosion, salt (used for deicing the entry way) is a contributing factor as well. However, GGEA will confirm our initial assumptions to the best of our ability prior to proceeding with a remediation design. The intent of the remediation design will be to prevent, or at least slow down, as much as possible, the oxidation and corrosion of the steel within the crawl space.

Specific items under this proposal include:

1. Perform a site visit in order to review the current conditions of the crawl space and the first floor of the building with the intent of developing our opinion on the most likely root cause or causes of the corrosion of the steel in the crawl space area. This site visit will be concurrent with the site visit to review the joist conditions.
2. Based on the findings of our investigation GGEA will develop recommendations for mitigating any of the perceived causes the steel joist corrosion.
3. Correspond with the City of North Tonawanda Engineering Department in order to develop final remediation measures that are appropriate and feasible for the City to implement going forward.
4. Provide design drawings and/or specifications for the remediation measures intended to mitigate future corrosion of the steel joists in the east crawl space. The design documents will be signed and sealed by a NYS Professional Engineer.
5. Provide limited assistance in answering contractor questions and reviewing any requested submittals or shop drawings. (Services during construction will be a separate scope item).

The proposed lump sum fee for the investigation and repair design services outlined above is \$3,250

D. SERVICES DURING CONSTRUCTION

After issuance of the final signed and sealed design documents, it is common for questions, comments or issues to arise just prior to or during the construction phase of the project. In addition, it may be beneficial to the project team for the design engineer to visit the site while construction is ongoing to confirm any assumptions that have been made and address any concerns the City of North Tonawanda or the selected contractor may have while on site. For any effort that is required of GGEA for services such as these, or similar ones, after the issuance of the final design documents, GGEA will invoice our accrued efforts hourly based on the standard rates attached to this proposal. For budgeting purposes, we suggest the below value as a "Not to Exceed" fee. If for reasons beyond the control of GGEA, the efforts required of us in this phase will exceed the below value, GGEA will inform the City of North Tonawanda prior to its exceedance and a new "Services During Construction" budget will need to be developed to accommodate the additional unexpected effort.

The proposed Not to Exceed budget for services during construction as described above is \$2000 (considering a maximum of 3 site visits during construction)

E. EXCEPTIONS AND CLARIFICATIONS:

1. Commercial documents are not included in our scope. Bidding assistance, such as evaluating bids, contractor recommendations, interviewing sub-contractors, and attending bid openings, is not included in our scope. GGEA will answer questions or requests for clarification during the bidding process on a limited basis. The City of North Tonawanda will review and answer questions to the best of their ability prior to requesting assistance from GGEA.
2. If during the site visit review, conditions are found to be worse than was previously noted or if issues are uncovered that were not initially understood GGEA may revise this proposal to accommodate any additional effort that may be required to proceed with the repair and remediation designs.
3. Upon request, GGEA will provide a rough engineers estimate based on the final repair/remediation designs. Cost estimates will be based upon the best available information for time and materials. Since we have no control over market factors involving these efforts, no warranty or guarantee is offered or should be inferred between the cost estimates and the actual bid prices.
4. An engineering report including calculations is not included in the scope or services described above. However, if required GGEA can produce one for an additional fee.
5. Additional services, including but not limited to changes in scope identified herein, unforeseen design changes and/or client directed design changes to be provided in accordance with GGE's 2021 billing rates, copy attached.

Again, thank you for the opportunity to be of service to the City of North Tonawanda. I trust that this proposal sufficiently addresses the City's project goals. Please me directly should you have any questions or comments relative to this proposal.

Sincerely,



Nick Fetterman, P.E.
Project Engineer

- encl: 1. Standard Terms and Conditions
2. 2021 Standard Hourly Invoicing rates.

AUTHORIZATION / AGREEMENT:

City of North Tonawanda - Norman Keller Building
First Floor Steel Joist Repair and Remediation of Causes of their Corrosion

Steel Joist Structural Repair

Design Services Fee - Lump Sum \$3750.

Remediation of the Cause of Joist Corrosion

Design Services Fee - Lump Sum \$3250.

Services During Construction

Consulting Services Fee - Not to Exceed Budget \$2000.

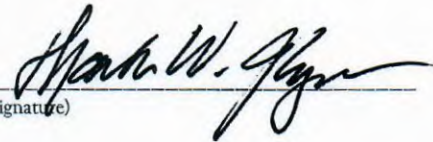
By executing this document, undersigned agrees and acknowledges the provision of this proposal and the Standard Terms and Conditions for Field and Engineering Services.

City of North Tonawanda
City Hall
216 Payne Avenue
North Tonawanda, New York 14120

Glynn Group Engineering and
Architecture, PLLC
415 South Transit Street
Lockport, New York 14094

(Signature)

(Signature)



(Printed Name)

MARK W. GLYNN
(Printed Name)

(Date)

(Date)

12.6.21

2021 Fee Schedule

Service Item No.	Description	Standard Rate
1.1	Principal, P.E.	\$242.00
1.2	Associate Engineer/Architect	\$227.00
1.25	Engineering Specialist, P.E.	\$170.00
1.3	Engineering Manager, P.E.	\$170.00
1.4	Architect / Project Manager, RA	\$170.00
1.41	Architect, RA	\$115.00
1.45	Sr. Project Engineer, P.E.	\$139.00
1.5	Project Engineer, P.E.	\$124.00
1.51	Project Designer	\$109.00
1.62	Project Engineer – MS / P.E.	\$109.00
1.65	Senior Geologist	\$109.00
1.66	Staff Engineer – BS / Staff Geologist – BS	\$90.00
1.67	Staff Engineer – EIT	\$74.00
1.71	CAD Designer	\$77.00
1.75	Senior CAD Designer	\$98.00
1.85	Senior Technician	\$76.00
1.9	Draftsman	\$66.00
1.10	Field Technician	\$76.00
1.11	Administrative	\$71.00

* Services related to design, consulting, project administration, and travel are invoiced at the Standard Rate.

Expert services provided for court appearances, EBT, and other litigation support will be invoiced at a rate of \$275.00 per hour.

Standard Terms & Conditions for Services

1. **Scope** - Services to be provided by Glynn Geotechnical Engineering (hereinafter "GGE") or Glynn Group Engineering & Architecture, PLLC (hereinafter "GGEA") are expressly limited to the scope as set forth in the written proposal and as recognized by generally accepted industry standards, subject to the terms and conditions of these standards.

2. **Additional Services** - Additional services include making revisions in drawings, specifications, engineering reports, calculations or other documents at the request of the client when such revisions are inconsistent with prior verbal or written instructions of the client or due to other causes not solely within the control of GGE or GGEA. If such revisions are required, the additional effort will be invoiced on the basis of GGE's or GGEA's then current fee schedule. Additional services also include, but are not limited to 1.) resolution of construction related problems resulting from unauthorized changes and/or construction errors, 2.) assistance with lawsuits or construction claims, 3.) review of alternate designs or alternate material submittals 4.) revisions resulting from changes and / or errors in information supplied by client or client's agent and 5.) postponing or interruption of the project schedule.

3. **Confidentiality** - Strict confidentiality is maintained in connection with our services to clients. In any instance where information is subpoenaed by law and must be released to a regulatory or legal body, the client shall be promptly notified. Client agrees it will not use GGE's or GGEA's name and/or data in any manner which might cause harm to GGE's or GGEA's reputation and/or business. Under no circumstance is the name of Glynn Geotechnical Engineering or Glynn Group Engineering and Architecture, PLLC to be published, either alone or in association with that of any other party, without prior written approval of GGE or GGEA.

4. **Payment Terms** - Payment in advance is required for all clients except those with established credit arrangements with GGE or GGEA. For clients with established credit, terms are net 30 days. A 1.5% per month service charge will be applied to all unpaid balances. In the event of default in payment for services rendered, the client will be invoiced and will pay reasonable interest, collection and/or legal fees. GGE or GGEA reserves the right to withhold project services in the event of a delinquent account. Client is hereby barred from making a breach of contract claim as a result of GGE or GGEA withholding services. Plans, specifications, reports and all other instruments of professional service remain the sole property of GGE or GGEA until such time as full payment is made.

5. **Billing** - All fees will be invoiced directly to the client, in the amount as calculated from hourly rates or the lump sum fee stated in the written proposal, plus any hourly billing for extra services and expenses. Unless specifically included, overnight courier costs and all travel expenses - airfare, lodging, parking fees, taxi, rental cars, meals while traveling, and subcontractor will be invoiced as an additional cost plus a 10% service fee. Mileage will be invoiced per mile for project travel, portal to portal. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility and agreement with these terms and conditions.

6. **Contractual Limit** - Notwithstanding specific design/build projects, GGE or GGEA will be responsible only to the client and shall not be signatory to the contract for construction between the contractor/construction manager and the owner.

7. **Construction Responsibility** - GGE or GGEA will not be responsible for construction means, methods, techniques, sequences or procedures of construction. GGE or GGEA will not direct any construction forces in the performance of work. GGE or GGEA will not assume any responsibility for safety practices on the project site. Client shall provide safe working conditions for GGE or GGEA employees. GGE or GGEA may refuse to perform services where uncontrolled hazards exist. Party responsible for construction shall be knowledgeable and experienced with the required work effort. It is not the responsibility of GGE or GGEA to teach or provide instructions related to construction means, methods, or procedures.

8. **Site Access** - The client must provide reasonable site access and repairs to the site, if required. Performance of soil testing activities will likely cause damage to existing surfaces. GGE or GGEA will not be responsible for the replacement or repair of landscaping or the cleaning of paved surfaces.

9. **Engineering Service** - GGE or GGEA is an engineering professional firm. Our instruments of professional service consist of test results, reports, studies, plans, specifications, designs and other similar output. We do not provide consumer products, materials, or construction services. We are not a contractor or subcontractor in the normal context of the word.

10. **Disputes** - Subject to the provisions regarding indemnification as provided below, in the event of a dispute, controversy or claim by client, or anyone claiming by, through or under client, or third party, arising out of or relating to the performance of project related services to the client by GGE or GGEA, client shall compensate GGE or GGEA for all costs associated with resolution of any dispute or controversy, or the defense of any claim. Compensation will include but not be limited to all reasonable salary costs, overhead, profit, legal fees and disbursements, consultant fees, court fees, and interest. In the event that any form of dispute resolution occurs, the prevailing party shall be entitled to recover all reasonable costs incurred in defense of the claim, including, but not limited to, salary costs, overhead, profit, court costs, attorney fees, expert fees, interest and other claim related costs. If the results of any form of dispute resolution determine shared responsibility for a claim, the client will compensate GGE or GGEA in accordance with their share of responsibility assessed to them.

11. **Permits** - When identified in the proposal and/or scope of services to be provided, GGE or GGEA will endeavor to assist client in obtaining permits and/or approval from building departments, regulatory agencies and similar authorities to the best of GGE's or GGEA's ability in consideration of the fee charged for the service and the satisfaction of published requirements. GGE or GGEA does not guarantee that approvals will be obtained through the efforts of GGE or GGEA.

Standard Terms & Conditions for Services

12. Sole Agreement - This document and the written proposal constitute the agreement of the parties, except as noted below. All prior negotiations and agreements between the parties hereto relating to the transactions, and services contemplated hereby are superseded by this agreement, and there are no representations, warranties, understandings or agreements with respect to such transactions, or services other than those expressly set forth herein. However, in the event GGE or GGEA subsequently executes a purchase order issued by client, GGE's or GGEA's terms and conditions shall remain in force and shall supersede any conflicting provisions of client's purchase order, regardless of when client's purchase order is executed by GGE or GGEA.

13. Limit of Liability - To the fullest extent permitted by law, GGE's or GGEA's liability is limited to the amount of GGE's or GGEA's compensation.

14. Intellectual Property - Drawings, specifications, procedures, methods, work plans and other documents, including those in electronic form, prepared by GGE or GGEA and GGE's or GGEA's consultants are instruments of service for use solely with respect to a specific project. GGE or GGEA and GGE's or GGEA's consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of an agreement, GGE or GGEA grants to the client a nonexclusive license to reproduce GGE's or GGEA's instruments of service in pdf format only, solely for the purposes of constructing, using and maintaining, expanding, correcting any construction deficiencies, or making any renovations, modifications or repairs to the specific project. Client shall engage a licensed professional to prepare design documents for renovations, modifications or repairs to the specific project. Documents may only be utilized for a specific singular project. Use on subsequent projects is not permitted unless GGE or GGEA is compensated for the service. Client shall assume all risk associated with use and interpretation of electronic documents. Nothing in this agreement obligates GGE or GGEA to provide full digital instruments of service.

15. Indemnification - GGE or GGEA shall indemnify and hold harmless client from and against all claims, cause of actions, liabilities, damages, judgments and any other costs, including reasonable attorney's fees and court costs, attributed to property damage and/or bodily injury, including death, arising out of or resulting from the negligent acts or omissions by GGE or GGEA. However, in the event liability is shared by GGE or GGEA and the client, the client and GGE or GGEA shall contribute in the amount of their proportionate share for all actions, claims, liability, damages, expenses or judgments. In consideration of the foregoing indemnification by GGE or GGEA, client shall indemnify and hold harmless GGE or GGEA from and against all claims, cause of actions, losses, liabilities, damages, judgments and any other costs, including reasonable attorney's fees and court costs, attributed to property damage and/or bodily injury, including death, arising out of or resulting from the negligent acts or omissions of or intentional misconduct by client.

16. Engineer's Responsibility - GGE or GGEA shall perform the scope of services in accordance with professional engineering ethics, published codes and regulations, generally accepted standards of scope and care in the industry relative to the fee charged, the location of the project and the time frame of the service. As required by law or public mandate; submittals, reports and design documents shall bear the seal of a licensed professional engineer.

17. Client's Responsibility - Client shall furnish to GGE or GGEA all available information relative to the project. Electronic drawing files shall be provided in full digital AutoCAD format. All project information required by GGE or GGEA shall be provided at the client's expense and GGE or GGEA shall be entitled to rely on the accuracy and completeness thereof. Client shall pay all fees associated with filing all applications. Client shall provide input to GGE or GGEA on a timely basis, including but not limited to review of the project deliverables. In the event the client becomes aware of any fault or defect in the project, or non-conformance with the documents, prompt written notice shall be given to GGE or GGEA. Client shall review and acknowledge all reports, design documents, and other deliverables; plus assure that the scope and responsibilities of construction are recognized and accepted by Client's Construction Manager, Contractor, Subcontractor, and other project entities. GGE or GGEA will not be responsible for construction and/or design errors, omissions, or faults of any kind resulting from the actions or inactions of others. Client shall designate a single project contact person.

18. Termination - Either party, upon not less than seven days written notice, may terminate the agreement and/or the accepted written proposal. The client is liable for the complete payment of the fee for GGE's or GGEA's services, expenses and termination expenses up to the date the termination or suspension notice is received. Termination and/or suspension expenses including, but not limited to reasonable legal fees are in addition to compensation for basic and additional services, and include those expenses directly related to termination and/or suspension. Failure of the client to make payment to GGE or GGEA, in accordance with this agreement shall be considered non-performance and cause for termination by GGE or GGEA. If the Client fails to pay GGE or GGEA for services and expenses, GGE or GGEA may upon 7 days' notice to the client, suspend performance of services. In the event of a suspension of services, GGE or GGEA shall have no liability to the client for delays or damages including, but not limited to loss of use and profits caused by the suspension of services. Client is hereby barred from making a breach of contract claim as a result of GGE or GGEA terminating an agreement under this clause.

19. Severability - If any of the terms or conditions are found, by a competent jurisdiction, to be unenforceable, invalid, or illegal, the remaining terms and conditions shall remain in force.

VII.

JEFFREY ZELLNER
CITY ACCOUNTANT

City of North Tonawanda

TELEPHONE: (716) 695-8545

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

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

FAX: (716) 695-8573

SHERI GAMPP
JUNIOR ACCOUNTANT

JAN 18 2022

January 12th, 2022

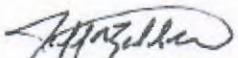
Honorable Arthur G. Pappas, Mayor
And Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated January 18th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

RECEIVED
CITY CLERK'S OFFICE
2022 JAN 13 AM 10:16
NORTH TONAWANDA NY



City of North Tonawanda

Department of Assessment

City Hall, 216 Payne Avenue

North Tonawanda, NY 14120

(716) 695-8597

FAX (716) 505-2132

bklenke@northtonawanda.org

fpainter@northtonawanda.org

mshwartz@northtonawanda.org



VIII
JAN 18 2022

Barbara W. Klenke
City Assessor

Melissa A. Swartz
Assessor's Information Clerk

Frances F. Painter
Real Property Apprs'l
Technician

To: Mayor Tylec and the Common Council:

Please pass the submitted resolution pertaining to the Senior Citizens Exemption (RP-467) and the Persons with Disabilities (RP 459-c) by Governor Hercul Executive Order 11.1 To the extent necessary to permit the governing body of an Assessing Unit to adopt a resolution directing the Assessor to grant exemptions without renewal applications for the 2022 Assessment Roll.

We also performed this for the 2021 Assessment Roll with Governor Cuomo's Executive Order Number 202, declaring a State of Emergency, and on December 18, 2020 Governor Cuomo issued Executive Order 202.83 for the Senior Citizens Exemption and the Persons with Disabilities.

Sincerely,
Barbara W. Klenke
City Assessor
bklenke@northtonawanda.org

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CITY CLERK'S OFFICE

2022 JAN 3 PM 3:38
NORTH TONAWANDA NY

Resolution: Whereas, on the 26th day of December, Kathy Hocu, Governor of the State of New York issued an Executive Order Number 11.1, declaring a state of emergency for the entire State of New York; and

Whereas, Governor Hocu issued a portion of which includes a local option pertaining to the Senior Citizens' and Persons with Disabilities partial property tax exemption, Subdivisions 7, 7-a and 8 of the Section 459-c of the Real Property Tax Law (Partial Tax Exemption for Persons with Disabilities), and Subdivisions 5, 5-a, 5-b, 5-c and 6 of Section 467 of the Real Property Tax Law (Partial Tax Exemption for Low Income Senior Citizens), to the extent necessary to permit the governing body of an assessing unit to adopt a resolution directing the Assessor to grant exemptions pursuant to such section on the 2022 Assessment Roll to all property owners who received either of those exemptions on the 2021 Assessment Roll, unless there has been a change in status that would no longer qualify the homeowner, dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for Assessors to mail renewal applications to such persons; and the City of North Tonawanda is desirous to adopt such resolution while also allowing the Assessor to require a renewal application to be filed when the Assessor has a reason to believe that an owner who qualified for the exemption on the 2021 Assessment Roll may have since changed primary residence, added another owner to the deed, transferred the property to a new owner, or has died;

THEREFORE, BE IT RESOLVED, The Common Council of the City of North Tonawanda directs the City Assessor, pursuant to the NYS Governor's Executive Order 11.1 Continuing Temporary Suspension and Modification of Laws relating to the pandemic disaster emergency, specifically as it pertains to Senior and Disability Exemptions, Section 467 and 459c of the Real Property Tax Law, to grant exemptions on the 2022 Assessment Roll to all property owners who received the exemption of the 2021 Assessment Roll, except in the case that there is a change of status that would no longer qualify the homeowner, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for Assessors to mail renewal application to such persons.

2022 JAN 3 4:31:38
NORTH TONAWANDA, NY

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IX

Department of Public Works
CITY OF NORTH TONAWANDA, NEW YORK

JAN 18 2022

758 ERIE AVENUE
NORTH TONAWANDA, N. Y. 1412

PHONE: 695-8585
FAX: 695-8587

January 13th, 2022

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

Re: DASNY Chipper & Sewer Camera Grants for the City of North Tonawanda

Dear Honorable Body,

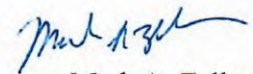
The city has applied for two grants through DASNY; one for a chipper for our Forestry department, and another for a sewer camera. The chipper grant will cover \$50,000 of the \$65,000 total cost. The sewer camera grant will cover \$100,000 of the \$110,000 total cost.

The purchase of a new 2021 chipper will be of great help to our crews by increasing the rate in which we can break down residential brush and brush composite waste. The use of a chipper allows us to turn the broken-down brush into mulch, which we then recycle by offering it to the residents of the city for free. Residents are welcome to stop by the DPW to take as much mulch as they wish for use in their landscaping and gardens. This grant, which covers approximately 77% of the chipper cost, is a great opportunity for us. From faster brush waste breakdown rates to free gardening material for our residents, a new chipper will aid in beautifying our city all around.

At the time when these grants were originally started, the city would have been fully reimbursed for these items. However, due to rising costs over the past year, this is no longer the case. **For this reason, the Department of Public Works is requesting a total of \$25,000 (\$15,000 for the chipper and \$10,000 for the sewer camera), in order that we may take advantage of the referenced DASNY grants.**

The Department of Public Works would like to respectfully request that this item be added to the next common council agenda to be approved, so that we can move this process forward.

Best,



Mark A. Zellner
Superintendent of Public Works

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2022 JAN 13 AM 11:37
NORTH TONAWANDA NY

MAZ/jms



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

JAN 18 2022

January 6, 2022

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

Dear Honorable Body,

On December 7, 2020, the Council approved the City of North Tonawanda to contract with the Niagara County SPCA to shelter and care for stray dogs for the year 2021.

I am requesting that the City continue the contract with the Niagara County SPCA for 2022 at a cost of \$300.00 per month (\$3,600 annually) for said services. The City has approved the 2022 budget which includes this expenditure which is the same as 2021.

I have included two copies of the contract to be signed by the Mayor if approved.

Respectfully,

Thomas E. Krantz

Thomas E. Krantz
Chief of Police

2022 JAN 18 4:15
NORTH TONAWANDA NY
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CITY CLERK'S OFFICE



December 28, 2021

Dear Municipal Contract Partners,

Attached you will find updated dog sheltering and/or dog control contracts for 2022. As I mentioned in an email to all of you, the State came in to inspect the Shelter and our paperwork as part of the annual municipal sheltering inspection. One area of concern was our lack of signed contracts kept on the premises of the SPCA. I did not receive copies of signed contracts from many of the municipalities. Legally, the SPCA is required to have a signed contract with each municipality we provide services for or we cannot provide these services.

I have made a few minor changes to the contracts. The hours of operation for the Shelter in many of the contracts were incorrect. This has been updated and although we are closed for adoptions on Tuesdays, we are open for owner redemptions.

If your contract stated sick or injured animals were to be taken to Green Acres Animal Hospital, this was removed. The Niagara SPCA provides medical care and if an emergency vet is warranted, we determine which clinic animals are taken to.

I've also changed the wording regarding the DL18 release form. An owner receives this form from the Niagara SPCA and then takes it to the City/Town clerk and pays impound fees and licenses their dog.

All contracts, for ease of renewal going forward, are on a calendar year, one (1) year term. There has been no change in cost or change in services provided unless your contract stated dogs are licensed by the SPCA prior to release from adoption.

Please sign the attached contract and return it in the provided envelope at your earliest convenience.

Thank you,

A handwritten signature in black ink, appearing to read "Amy L. Lewis", is written in a cursive style.

Amy L. Lewis



AGREEMENT

THIS AGREEMENT, made this 22nd day of January 2021, by and between the CITY OF NORTH TONAWANDA, a Municipal Corporation in the State of New York, hereinafter referred to as the "First Party", and the NIAGARA COUNTY SPCA, located at 2100 LOCKPORT ROAD in the Town of Wheatfield, County of Niagara and State of New York, hereinafter referred to as the "Second Party".

WITNESSETH

In consideration of the mutual promises herein contained for other good and valuable consideration, the parties hereto agree as follows:

1. The Second Party will give a key to the Dog Control Officer for the City of North Tonawanda to give said officer(s) access to the Shelter at all times where there will be cages, food and water available for the confinement of any domestic stray animal brought to the Shelter when no SPCA staff is available.
2. The Second Party will provide, maintain and operate a shelter for seized dogs and will provide facilities to humanely euthanize and make available for adoption in compliance with Article 7 of the NYS Agriculture and Markets Law.
3. The Second Party shall be open to the public Monday, Wednesday, Thursday and Friday from 12noon to 6pm and Saturday 12 noon to 5pm. The Shelter will be closed to the public on Sundays, and on Tuesdays for adoptions, but open for owner redemptions. The Shelter will also be closed on designated holidays and special events when notice is given and during inclement weather.
4. The parties hereto agree to handle all emergency calls pertaining to injured stray, domestic animals or stray domestic animals in distress in the following manner: The City Dog Control Officer will deliver the sick or injured stray animals to the veterinarian of the Second Party during regular shelter hours. It shall be the responsibility of the Second Party to provide necessary medical treatment during shelter hours for an animal without an identifiable owner. If an owner is identified, the owner must pay all veterinary costs before the animal is returned.
5. The Second Party will file and maintain all records necessary, when applicable, for the seizure and disposition of any dog, as required by Article 7 of the New York State Agriculture and Markets Law.

6. When applicable, the Second Party will hold seized dogs for the legal period specified in the New York State Agriculture and Markets Law. If during this period the owners wish to redeem their dog, they must obtain a New York State DL-18 dog release form from the Niagara County SPCA and take to the City of North Tonawanda Clerk's Office for completion, pay impound fees and license their dog. The Party of the Second Part will release the dog immediately upon their receipt of said release.
7. This contract shall be for a term of one (1) year, commencing on the 1st day of January 2022 and expiring on the 31st day of December 2022. The total contract price for the duration of the contract is \$3,600.00. Payments shall be made on the first day of each month during the term of the contract in the amount of \$300.00 per month.
8. This contract will automatically renew for successive one-year terms at the current contract price unless either party gives a 30-day written notice of its intent to change the price or its intent not to renew.
9. The Second Party shall provide all services heretofore agreed with reasonable care and diligence.
10. Any modification, addition or addendum to this agreement shall be in writing and executed by both the First Party and the Second Party in order to be enforceable.
11. Either party may, for any reason, cancel this agreement, provided that written notice is given sixty (60) days prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers, the day and year first written.

CITY OF NORTH TONAWANDA

(seal)

Mayor _____

NIAGARA COUNTY SPCA

(seal)

Jennifer K. Putanen

President
12/28/21

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

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



January 13, 2022

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

Dear Mayor Tylec and Common Council,

I respectfully request approval of the signed agreements between the Niagara County Department of Social Services, acting on the behalf of the Niagara County Youth Bureau, and in agreeance with the North Tonawanda Department of Youth, Recreation, Parks & Seniors for appropriations totaling Thirty-Five Thousand, Eight Hundred Dollars (\$35,8000.00) to be made to the City resulting from program services rendered by our Department in accordance with the terms of the agreement.

The appropriations are:

Youth Center Programming	\$ 22,000.00
Youth Court and First Offender Program	\$ 13,800.00

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

RECEIVED
CITY CLERK'S OFFICE
2022 JAN 13 AM 11:37
NORTH TONAWANDA NY

AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2021, by and between the **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, with offices at 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, acting on behalf of the **NIAGARA COUNTY YOUTH BUREAU** (hereinafter referred to as the "COUNTY") and, **NORTH TONAWANDA DEPARTMENT OF YOUTH AND RECREATION**, with offices at the, Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York 14120 (hereinafter referred to as the "AGENCY".)

WITNESSETH:

WHEREAS, the Agency has offered to perform certain services for the Niagara County Youth Bureau, namely the North Tonawanda Youth Center, (Hereinafter referred to as the "PROJECT".)

NOW, THEREFORE, it is mutually agreed by and between the Agency and the County as follows:

SECTION 1. SCOPE OF PERFORMANCE.

A. The agency agrees to provide, in a professional and workman-like manner and to the satisfaction of the County, a Youth Development Program that shall:

1. Provide 2,500 youth from pre-k to 12th grade with a variety of recreation and life skills development programs.
2. During the summer months, offer daily activities at Payne Park, including sports, crafts, games and nutrition and education programs, for 150 youth.

B. Performance of the services by the Agency called for by this Agreement shall be subject to supervision by the Niagara County Youth Bureau as follows:

1. The Agency shall provide to the Youth Bureau such reports as the Youth Bureau shall deem necessary and in the number requested. Requests for reimbursement will not be approved by the Youth Bureau unless all reports are received when due.
2. The Agency shall provide to the County any financial records as deemed necessary for the purpose of performing a fiscal audit.
3. The Agency shall submit with its monthly reports the minutes or a summary of the minutes of Board meetings or meetings of citizen body responsible for the project.

4. The Youth Bureau shall have the authority to monitor and evaluate the Project covered by the Agreement, to have access to program, case, and fiscal records for the purpose of monitoring and evaluating and to take whatever action it deems necessary to accomplish the purpose of this Agreement.
5. The Agency shall be bound by the line item budget of the Service Program, on file with the Youth Bureau. No change in the line item budget shall be made by the Agency unless approved by the Youth Bureau and the New York State Office of Children and Family Services.

The Agency agrees that eligibility for participation in the service program shall not be based on creed, race, or national origin.

The Agency shall acknowledge the financial support of the New York State Office of Children and Family Services through the Niagara County Youth Bureau in all its public relations materials.

SECTION 2. TERM OF AGREEMENT.

All work and services required pursuant to this Agreement shall be commenced January 1, 2021, and are to be completed by the date of December 31, 2021.

SECTION 3. FEE.

- A. This agreement shall not take effect and payments hereunder shall not be made unless approval of the application to the New York State Office of Children and Family Services for aid for the Project is received. To be reimbursable, all expenditures by the Agency must be made in accordance with the Program Budget on file with the Youth Bureau and as approved by the New York State Office of Children and Family Services.
- B. The County agrees to pay and the Agency agrees to accept as full payment for the work and services performed pursuant to this Agreement a sum, which shall in no event exceed Twenty-two Thousand and 00/100 Dollars (\$22,000.00).
- C. The County will pay the Agency the sum contracted for in installments upon submission by the Agency of properly executed vouchers and/or receipts for expenses incurred, approved, and audited by the Niagara County Youth Bureau.

D. In the event the amount of State Aid allocated to this Project is reduced, the contract amount will be reduced accordingly.

SECTION 4. AUTHORIZED AGENT FOR THE COUNTY AND THE AGENCY.

A. The County hereby designated the

(Title) Commissioner

(Address) 20 East Avenue, P.O. Box 506, Lockport, NY 14095-0506

B. The Agency hereby designates the

(Title) Executive Director

(Address) Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York
14120

Or its authorized representative in case of its absence as the authorized Agent of the County or the Agency for receipt of all notices, demands, vouchers, other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered personally to the authorized agents designated herein. The County hereby reserves the right to designate other or additional authorized agents upon written notice to the Agency that shall be signed by the authorized agent of the County.

SECTION 5. INDEMNIFICATION AND INSURANCE

The Agency agrees to defend and indemnify the County of Niagara, their officers, agents, and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Agency, or its subcontractor or Licensee, under this contract; provided, however, that the Agency shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's subcontractors or Licensees, over whom the Agency has not authority or control.

The Agency by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Agency agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department attached hereto as Schedule A. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Niagara County Attorney and upon approval will be attached to this Agreement and become a part hereof.

SECTION 6. AUDIT.

The Agency agrees that the County shall until the expiration of three (3) years after final payment have access to and the right to examine any directly pertinent books, documents, papers, and records of its and of any of its sub-contractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 7. TERMINATION.

- A. If for any reason the terms of this Agreement are not adhered to, then the County may terminate the said Agreement upon written notice to the Agency.
- B. If for any reason the Agency fails to comply with New York State Office of Children and Family Services rules and regulations, then the County may terminate this Agreement upon written notice to

the Agency.

SECTION 8. PROHIBITION AGAINST ASSIGNMENT.

The Agency agrees that it is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement of any of its contents, or of its right, title, or interest therein, or of its power to execute such Agreement of any other person or corporation without the previous consent in writing of the County.

SECTION 9. CONTRACT DEEMED EXECUTORY.

The Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement and that no liability shall be incurred by the County beyond the monies available for the said purpose.

SECTION 10. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**NIAGARA COUNTY DEPT.
OF SOCIAL SERVICES**

By: _____
Meghan T. Lutz
Commissioner

Date: _____

Approved as to Form

David J Haylett, Jr
Chief Counsel, NCDSS

**NORTH TONAWANDA DEPT.
OF YOUTH AND RECREATION**

By: _____
Alex Domaradzki
Director

Date: _____

AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2021, by and between the **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, with offices at 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, acting on behalf of the **NIAGARA COUNTY YOUTH BUREAU** (hereinafter referred to as the "COUNTY") and, **NORTH TONAWANDA DEPARTMENT OF YOUTH AND RECREATION**, with offices at the, Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York 14120 (hereinafter referred to as the "AGENCY".)

WITNESSETH:

WHEREAS, the Agency has offered to perform certain services for the Niagara County Youth Bureau, namely the Youth Court and First Offender Programs, (Hereinafter referred to as the "PROJECT".)

NOW, THEREFORE, it is mutually agreed by and between the Agency and the County as follows:

SECTION 1. SCOPE OF PERFORMANCE.

A. The agency agrees to provide, in a professional and workman-like manner and to the satisfaction of the County, a Youth Development Program that shall:

1. Maintain two agencies used for Community Service work hours.
2. Train and maintain 45 North Tonawanda youth as Youth Court officials.
3. Process 30 juveniles through the Youth Court and keep approximately 75% of the youth offenders from returning to the Juvenile Justice System.
4. Coordinate a police, youth, and community relations seminar for 250 students.
5. Provide a Juvenile Justice Awareness Program for 400 eighth grade students in North Tonawanda and Lockport.
6. Offer the First Offender Program for 30 participants.

B. Performance of the services by the Agency called for by this Agreement shall be subject to supervision by the Niagara County Youth Bureau as follows:

1. The Agency shall provide to the Youth Bureau such reports as the Youth Bureau shall deem necessary and in the number requested.
Requests for reimbursement will not be approved by the Youth Bureau unless all reports are received when due.
2. The Agency shall provide to the County any financial records as deemed necessary for the purpose of performing a fiscal audit.
3. The Agency shall submit with its monthly reports the minutes or a summary of the minutes of Board meetings or meetings of citizen body responsible for the project.
4. The Youth Bureau shall have the authority to monitor and evaluate the Project covered by the Agreement, to have access to program, case, and fiscal records for the purpose of monitoring and evaluating and to take whatever action it deems necessary to accomplish the purpose of this Agreement.
5. The Agency shall be bound by the line item budget of the Service Program, on file with the Youth Bureau. No change in the line item budget shall be made by the Agency unless approved by the Youth Bureau and the New York State Office of Children and Family Services.

The Agency agrees that eligibility for participation in the service program shall not be based on creed, race, or national origin.

The Agency shall acknowledge the financial support of the New York State Office of Children and Family Services through the Niagara County Youth Bureau in all its public relations materials.

SECTION 2. TERM OF AGREEMENT.

All work and services required pursuant to this Agreement shall be commenced January 1, 2021, and are to be completed by the date of December 31, 2021.

SECTION 3. FEE.

A. This agreement shall not take effect and payments hereunder shall not be made unless approval of the application to the New York State Office of Children and Family Services for aid for the Project is received. To be reimbursable, all expenditures by the Agency must be made in accordance with the Program Budget on file with the Youth Bureau and as approved by the New York State Office of Children and Family Services.

- B. The County agrees to pay and the Agency agrees to accept as full payment for the work and services performed pursuant to this Agreement a sum, which shall in no event exceed Thirteen Thousand Eight Hundred and 00/100 Dollars (\$13,800.00).
- C. The County will pay the Agency the sum contracted for in installments upon submission by the Agency of properly executed vouchers and/or receipts for expenses incurred, approved, and audited by the Niagara County Youth Bureau.
- D. In the event the amount of State Aid allocated to this Project is reduced, the contract amount will be reduced accordingly.

SECTION 4. AUTHORIZED AGENT FOR THE COUNTY AND THE AGENCY.

- A. The County hereby designated the

(Title) Commissioner

(Address) 20 East Avenue, P.O. Box 506, Lockport, NY 14095-0506

- B. The Agency hereby designates the

(Title) Executive Director

(Address) Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York
14120

Or its authorized representative in case of its absence as the authorized Agent of the County or the Agency for receipt of all notices, demands, vouchers, other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered personally to the authorized agents designated herein. The County hereby reserves the right to designate other or additional authorized agents upon written notice to the Agency that shall be signed by the authorized agent of the County.

SECTION 5. INDEMNIFICATION AND INSURANCE

The Agency agrees to defend and indemnify the County of Niagara, their officers, agents, and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Agency, or its subcontractor or Licensee, under this contract; provided, however, that the Agency shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's subcontractors or Licensees, over whom the Agency has not authority or control.

The Agency by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Agency agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department attached hereto as Schedule A. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Niagara County Attorney and upon approval will be attached to this Agreement and become a part hereof.

SECTION 6. AUDIT.

The Agency agrees that the County shall until the expiration of three (3) years after final payment

have access to and the right to examine any directly pertinent books, documents, papers, and records of its and of any of its sub-contractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 7. TERMINATION.

- A. If for any reason the terms of this Agreement are not adhered to, then the County may terminate the said Agreement upon written notice to the Agency.
- B. If for any reason the Agency fails to comply with New York State Office of Children and Family Services rules and regulations, then the County may terminate this Agreement upon written notice to the Agency.

SECTION 8. PROHIBITION AGAINST ASSIGNMENT.

The Agency agrees that it is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement of any of its contents, or of its right, title, or interest therein, or of its power to execute such Agreement of any other person or corporation without the previous consent in writing of the County.

SECTION 9. CONTRACT DEEMED EXECUTORY.

The Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement and that no liability shall be incurred by the County beyond the monies available for the said purpose.

SECTION 10. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**NIAGARA COUNTY DEPT.
OF SOCIAL SERVICES**

By: _____
Meghan T. Lutz
Commissioner

Date: _____

Approved as to Form

David J Haylett, Jr
Chief Counsel, NCDSS

**NORTH TONAWANDA DEPT.
OF YOUTH AND RECREATION**

By: _____
Alex Domaradzki
Director

Date: _____

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

December 30, 2021

JAN 18 2022

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

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of December 2021. The Senior Center has returned to normal business hours and programming with participants wearing masks per NY Governor's mandate.

Senior Center's Total Monthly Services 1,602

Unduplicated 596

Duplicated 1,006

Please note: We also sponsor a "Little Free Food Pantry" and a "Little Library" both of these are available to the public 24/7 and is not included in this monthly count.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

2022 JAN 8 AM 3:15
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

XXV. 2

JAN 18 2022

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	7	70.00
		Sub-Total:		\$70.00
A1550	Minor Sales	Public Pound Fee	3	75.00
		Sub-Total:		\$75.00
A1603	Misc. Fees	Birth Certificates	24	240.00
		Death Certificates	63	630.00
		Deaths Recorded	14	0.00
		Sub-Total:		\$870.00
A1980	Minor Sales	City Market	1	300.00
		Sub-Total:		\$300.00
A2501	Permit Fees	Chicken Permits	1	25.00
	Snowplow Permit	Snowplow Permit	8	290.00
		Sub-Total:		\$315.00
A2505	Marriage License Fee	Marriage License Fee	6	105.00
		Sub-Total:		\$105.00
A2506	Conservation	Conservation	8	10.82
		Sub-Total:		\$10.82
A2540	Racing & Wagering Fees	Bingo License	50	375.00
		Bingo Proceeds	3	127.20
		Sub-Total:		\$502.20
A2541	Racing & Wagering Fees	Bell Jar License	3	30.00
		Sub-Total:		\$30.00
A2542	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	50	450.00
		Female, Unspayed	4	68.00
		Male, Neutered	44	396.00
		Male, Unneutered	7	119.00
		Sub-Total:		\$1,033.00
A2610	Minor Sales	Parking Tickets	41	6,815.00
		Sub-Total:		\$6,815.00

RECEIVED
CITY CLERKS OFFICE2022 JAN 3 PM 12:21
NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$10,126.02
Amount paid to:	New York State Comptroller			562.50
Amount paid to:	New York State Comptroller's Office			45.00
Amount paid to:	New York State Department of Health			135.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			127.00
Amount paid to:	NYS Environmental Conservation			489.18
Total State, County & Local Revenues:		\$11,484.70	Total Non-Local Revenues:	\$1,358.68

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. Brauer 1/3/22
City Clerk-Treasurer Date

City of North Tonawanda

XXV.2

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

1/11/2022

RECEIVED
CITY CLERK'S OFFICE

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

2022 JAN 11 PM 3:21
NORTH TONAWANDA NY

JAN 18 2022

Dear Sirs and Mesdames:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of DECEMBER 2021.

General Fund

Balance Fwd - Checking	2,475,022.38
Balance Fwd - Money Market	4,006,100.51
Investments	0.00
Receipts for the month	5,316,366.44
Warrants Drawn	(4,357,217.49)
	<u>\$7,440,271.84</u>

Sewer Fund

Balance Fwd - Checking	154,918.53
Balance Fwd - Money Market	8,820.57
Investments	0.00
Receipts for the month	538,186.38
Warrants Drawn	(433,872.43)
	<u>\$268,053.05</u>

Water Fund

Balance Fwd - Checking	777,569.72
Balance Fwd - Money Market	1,239,046.41
Investments	0.00
Receipts for the month	984,108.45
Warrants Drawn	(195,587.72)
	<u>\$2,805,136.86</u>

Trust & Agency Fund

Balance Fwd - Checking	351,781.56
Receipts for the month	48,656.22
Warrants Drawn	(54,361.00)
	<u>\$346,076.78</u>

Capital Construction Fund

Balance Fwd - Checking	211,943.28
Balance Fwd - Money Market	11,673.07
Receipts for the month	686,538.13
Warrants Drawn	(16,429.48)
	<hr/>
	\$893,725.00

Community Development Fund

Balance Fwd - Checking	1,393,724.40
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$1,393,724.40

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	250,114.00
Warrants Drawn	(250,114.00)
	<hr/>
	\$0.00

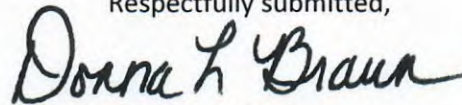
Housing Rehabilitation Fund

Balance Fwd	1,476.10
Receipts for the month	0.01
Warrants Drawn	0.00
	<hr/>
	\$1,476.11

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



Department of Police

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

XXV 3

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

JAN 18 2022

January 12, 2022

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

Dear Sirs:

Please find attached the revised reports for Summary of Police Activities and Summary of Criminal Activities for November 2021, which now includes the "JAB cases closed" numbers. The V&T Report for the November 2021 is unchanged.

Respectfully submitted,

Thomas E. Krantz
Chief of Police

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

TEK/sd

RECEIVED
CITY CLERK'S OFFICE
2022 JAN 13 AM 8:36
NORTH TONAWANDA NY

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF NOVEMBER 2021
--

CRIMINAL

Complaints received and investigated	91
Complaints cleared by arrest or exceptional clearance	58
Complaints ruled unfounded	0
Number of males arrested	21
under 18:	1
over 18:	20
Number of females arrested	7
under 18:	0
over 18:	7
Arrests for other authorities	2
Failure to Appear/Violation of Probation Warrant Arrests	28
Above complaints cleared by J.A.B.	6
Complaints cleared by J.A.B. from previous months	0

TRAFFIC

Traffic summonses issued	936
DWI arrests	10
Parking tags issued	230

MISCELLANEOUS

Miscellaneous service	2,370
Incident reports	62
Vehicle accidents	48
Vehicle accidents (fatal)	0
Vehicle stops	1002
Police escorts	3
Prisoner meals	45
Mug shots taken	39
Fingerprints taken	39
Persons missing and located	0
Automobiles stolen	4
Automobiles recovered	4
Automobiles recovered for other authorities	0
Record check fees	\$45.00
Photocopy fees	\$4.75
Fingerprint fees	\$0.00
Fines collected	\$0.00
Value of property damaged	\$5,210.00
Value of property stolen	\$184,520.34
Value of property recovered	\$28,336.21

Respectfully submitted,



Thomas E. Krantz
Chief of Police

TEK/sd

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF NOVEMBER 2021
--

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	3	2	
ALL OTHER OFFENSES	8	6	
ARSON	0	0	
BURGLARY	4	0	
COERCION	0	0	
CRIMINAL MISCHIEF	6	1	
CRIM POSS WEAPON	0	0	
DIS CON/HARASS	8	3	
DRUG OFFENSES	2	0	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	28	28	
FORGERY	0	0	
FRAUD (ID THEFT)	6	0	
LARCENY	15	2	
LEAVING THE SCENE	2	0	
MURDER	0	0	
RAPE	1	0	
ROBBERY	0	0	
SEXUAL OFFENSES	0	0	
SIMPLE ASSAULT	5	4	
STOLEN PROPERTY	3	1	
UNAUTH USE M/V	0	0	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		2	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		9	
TOTALS	91	58	0
# OF ABOVE COMPLAINTS CLEARED BY JAB		6	
# CLEARED BY JAB FROM PREV MONTHS		0	



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

XXV. 3
TELEPHONE
(716) 692-4111
FACSIMILE
(716) 692-4321
EMERGENCY NO.
9-1-1

JAN 18 2022

January 12, 2022

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

Dear Sirs:

Please find attached the Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&T Report for the month of December 2021.

Respectfully submitted,

Thomas E. Krantz
Chief of Police

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

TEK/sd

RECEIVED
CITY CLERK'S OFFICE
2022 JAN 18 AM 8:36
NORTH TONAWANDA NY

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF DECEMBER 2021
--

CRIMINAL

Complaints received and investigated	103
Complaints cleared by arrest or exceptional clearance	64
Complaints ruled unfounded	0
Number of males arrested	0
under 18:	0
over 18:	20
Number of females arrested	7
under 18:	0
over 18:	7
Arrests for other authorities	1
Failure to Appear/Violation of Probation Warrant Arrests	36
Above complaints cleared by J.A.B.	5
Complaints cleared by J.A.B. from previous months	1

TRAFFIC

Traffic summonses issued	699
DWI arrests	7
Parking tags issued	342

MISCELLANEOUS

Miscellaneous service	1,992
Incident reports	76
Vehicle accidents	53
Vehicle accidents (fatal)	0
Vehicle stops	781
Police escorts	0
Prisoner meals	0
Mug shots taken	26
Fingerprints taken	26
Persons missing and located	1
Automobiles stolen	0
Automobiles recovered	0
Automobiles recovered for other authorities	0
Record check fees	\$90.00
Photocopy fees	\$0.00
Fingerprint fees	\$0.00
Fines collected	\$48,974.00
Value of property damaged	\$30,790.00
Value of property stolen	\$35,977.70
Value of property recovered	\$489.28

Respectfully submitted,



Thomas E. Krantz
Chief of Police

TEK/sd

<p>NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF DECEMBER 2021</p>

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	2	1	
ALL OTHER OFFENSES	6	5	
ARSON	0	0	
BURGLARY	1	0	
COERCION	0	0	
CRIMINAL MISCHIEF	6	1	
CRIM POSS WEAPON	1	1	
DIS CON/HARASS	12	3	
DRUG OFFENSES	5	0	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	36	36	
FORGERY	1	0	
FRAUD (ID THEFT)	2	0	
LARCENY	15	1	
LEAVING THE SCENE	7	3	
MURDER	0	0	
RAPE	1	0	
ROBBERY	0	0	
SEXUAL OFFENSES	1	0	
SIMPLE ASSAULT	6	3	
STOLEN PROPERTY	1	0	
UNAUTH USE M/V	0	0	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		1	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		9	
TOTALS	103	64	0
# OF ABOVE COMPLAINTS CLEARED BY JAB		5	
# CLEARED BY JAB FROM PREV MONTHS		1	

V & T REPORT FOR THE MONTH OF DECEMBER 2021

SPEEDING	350
REDLIGHT VIO.	45
STOP SIGN VIO.	132
NO REGISTRATION	15
NO LICENSE	17
FAULTY EQUIPMENT	34
NO INSPECTION	46
FAILED TO YIELD RIGHT OF WAY	14
SEAT BELT VIO.	3
NO INSURANCE	11
LICENSE PLATE VIO.	7
IMPROPER TURN	2
DROVE ON LEFT OF PAVEMENT MARKINGS	3
FAILED TO KEEP RIGHT	1
LEAVING SCENE OF INCIDENT	5
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	2
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	14
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	9
UNSAFE BACKING	1
MISCELLANEOUS	41

TOTAL 752

TRAFFICE MISD.

#OF COMPLAINTS/ARRESTS

DWI-----	7
OPERATING WHILE REG. SUSPENDED/REVOKED-----	16
AGGRAVATED UNLICENSED OPERATION 3 RD -----	35
AGGRAVATED UNLICENSED OPERATION 2 ND -----	12
RECKLESS DRIVING-----	1
LEAVING SCENE OF INJURY ACCIDENT-----	1

FELONIES

AGGRAVATED UNLICENSED OPERATION 1 ST -----	1
---	---

FINES:

(CITY IMPOSED):

TRAFFIC:	\$ 42,129.00
PENAL LAW:	\$ 30.00
CITY ORDINANCE:	\$ 0.00
BAIL FORFEITURE:	\$ 0.00
PARKING TAGS:	\$ 6,815.00
TOTAL FINES	<u>\$ 48,974.00</u>

MUG SHOTS: 26 PARKING TAGS: 342 MEAL TICKETS: 37

CITY OF NORTH TONAWANDA
NORTH TONAWANDA, NEW YORK 14120

XXVI. 1

FIRE HEADQUARTERS
495 ZIMMERMAN ST.
JOSEPH D. SIKORA
CHIEF
(716) 693-2201

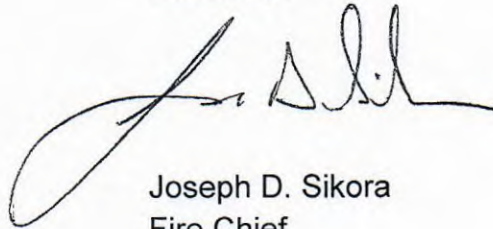
JAN 18 2022

January 10, 2022

Accounting Office
216 Payne Avenue
North Tonawanda, NY 14120

The Fire Department's Annual Sick/Vacation Reports are attached.
These reports cover the period of January 1 – December 31, 2021.

Sincerely,



Joseph D. Sikora
Fire Chief

JDS/djm

Cc: Mayor Tylec
Clerk/Treasurer, Donna Braun

Attachments

RECEIVED
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2022 JAN 13 AM 9:35
NORTH TONAWANDA NY

NORTH TONAWANDA FIRE DEPARTMENT
ANNUAL SICK/VACATION/PERSONAL REPORT
2021

Period Covered: January 1 - December 31, 2021

PLATOON: Day

Name	****Sick Hours****				Weeks Earn	**Vacation Days**			**Personal**			B-Day Used	Comp Time Bal	
	Bal. Forward	Earn	Used	Rem. Bal		Earn	Used	Rem.	Earn	Used	Rem.			
James M. Bognar	210	40	2	248	2 Weeks & 1 Day	11	11	0	3		3		1	.25 hrs.
Dora Maziarz	41.5	84	102.5	23	5 Weeks	25	25	0	3		3		1	9 hrs.
Brandon Werth	1799	144	22	1921	4 Weeks	20	20	0	3		3		1	N/A
Kyle Stevener	1176	144	72	1248	4 Weeks	20	20	0	3		3		1	N/A
Paul Hockwater	0	0	0	0	0	0	0	0	0		0		0	N/A
2021	Days	Days		Days										Hrs.
Joseph Sikora	271	12	0	272	6 Weeks	30	30	0	N/A	N/A	N/A		1	159.25

**NORTH TONAWANDA FIRE DEPARTMENT
ANNUAL SICK/VACATION/PERSONAL REPORT
2021**

Period Covered: January 1 - December 31, 2021

PLATOON: 4

Name	****Sick Hours****				Weeks			***Vacation Days***			***Personal***			Birthday Used
	Bal. Foward	Earn	Used	Rem. Bal	Earn	Earn	Used	Rem.	Earn	Used	Rem.			
Timothy Berecz	2078	144	0	2222	5 Weeks	35	35	0	3	3	0		1	
Matthew Smolinski	1487	144	116	1515	6 Weeks	42	42	0	3	3	0		1	
Daniel Fritz	466	144	66	544	2 Weeks	14	14	0	3	3	0		1	
James Gampp	1562	144	42	1664	5 Weeks	35	35	0	3	3	0		1	
Nicolas Kupiec	1800	144	60	1884	5 Weeks	35	35	0	3	3	0		1	
Samuel Ricotta	816	144	16	944	3 Weeks	21	21	0	3	3	3		1	
Mark LaDuca	328	144	446	26	2 Weeks	14	14	0	3	3	0		1	
Nicolas Vossler	120	144	72	192	2 Weeks	14	14	0	3	3	0		1	
Michael Zellner	720	144	210	654	5 Weeks	35	35	0	3	3	0		1	

**Mark LaDuca used 460 hours of Sick Bank Leave in 2021 over July, August, September, and October Using his accrued sick time over those 4 months and drop days to offset use of the sick bank, he was able to return back to 26 hours of his own sick time by end of 2021

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

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



January 13, 2022

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

Dear Mayor Tylec and Common Council,

Attached are the consolidated time off reports for our department in 2021.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Senior

2022 JAN 13 PM 12:41
NORTH TONAWANDA NY
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CITY CLERK'S OFFICE

**DEPARTMENT OF YOUTH, RECREATION AND PARKS
CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY AND BIRTHDAY REPORT
JANUARY 1, 2021 TO DECEMBER 31, 2021**

Figures are reported in days

NAME	SICK		SICK		SICK		SICK		VACATION		VACATION		VACATION		BDAY/PERSONAL		COMP HOURS
	FORWARDED	EARNED	USED	CURRENT	EARNED	USED	REMAINING	EARNED	USED	REMAINING	EARNED	USED	LEFT				
Anthony, Derek	4	12	12	4	20	20	0	5	5	0	0	0	60.50				
Bernas, Michelle	23	12	4	31	11	4.5	6.5	5	0	0	0	0	95.25				
Borowiec, Matthew	0	3	0	3	0	0	0	5	5	0	0	0	54.00				
Cudzilo, Steven P.	6	10	12	4	11	11	0	5	5	0	0	0	4.50				
Domdaradzki, Alex	146	12	0	158	20	20	0	1	1	0	0	0	199.25				
Hodgson, Jacob	52	12	0	64	15	14	1	5	5	0	0	0	250.25				
Hogan, Pamela**	125	17.5	7	135.5	25	25	0	5	5	0	0	0	12.75				
Kern, Joshua	27	12	4	35	11	11	0	5	5	0	0	0	223.00				
Lorenc, Michael	6	12	1	17	11	11	0	5	5	0	0	0	114.75				
Maxwell McCabe	0	6	2	4	5	5	0	5	5	0	0	0	40.50				
McCabe, Samuel	19	12	8.5	22.5	11	11	0	5	5	0	0	0	54.00				
Pisarek, Joseph	0	9	0	9	5	5	0	4	4	0	0	0	183.00				
Vollmer, Karen****	208.5	12	5	215.5	25	13	12	5	5	0	0	0	134.25				
Wurl, Mark*	32	12	0	*57	25	17	8	5	5	0	0	0	0.25				

*40 Hours Comp. Time to Sick Days and 8 Vacation Days to Sick Days

** Converted 5.5 Vacation Days to Sick Days

**** 6 Days for Cash and 8 7 Days will be used in January 2022



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

December 30, 2021

JAN 18 2022

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

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for year 2021.

Senior Center's Total Yearly: 13,492

Unduplicated 4,976

Duplicated 8,697

Please note: We also sponsor a "Little Free Food Pantry" and a "Little Library" both of these are available to the public 24/7 and is not included in this monthly count.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

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CITY CLERK'S OFFICE

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NORTH TONAWANDA NY

XXVII, 2

JAN 18 2022

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	171	1,710.00
		Ward Maps	3	3.00
		Sub-Total:		\$1,713.00
A1550	Minor Sales	Public Pound Fee	20	480.00
		Sub-Total:		\$480.00
A1603	Misc. Fees	Birth Certificates	410	4,100.00
		Death Certificates	880	9,110.00
		Deaths Recorded	155	0.00
		Free Birth Certificates	1	0.00
		Free Death Certificates	4	0.00
		Genealogy Birth	3	33.00
		Genealogy Death	32	352.00
		Genealogy Search	4	43.00
		Replacement Death Certificates	5	5.00
		Sub-Total:		\$13,643.00
A1980	Minor Sales	City Market	106	35,625.00
		Sub-Total:		\$35,625.00
A2110	Planning & Zoning Fees	Board of Appeals App.	27	1,350.00
		Planning - Rezoning	14	1,400.00
		Terrace Park. Permit	20	100.00
		Terrace Parking App	3	65.00
		Sub-Total:		\$2,915.00
A2410	Minor Sales	Boathouse 2020	1	950.00
		Boathouse 2021	22	21,750.00
		Sub-Total:		\$22,700.00
A2501	Permit Fees	Chicken Permits	12	300.00
		Food Truck	9	900.00
	Snowplow Permit	Snowplow Permit	29	1,115.00
		Sub-Total:		\$2,315.00
A2505	Marriage License Fee	Marriage License Fee	143	2,502.50
		Sub-Total:		\$2,502.50
A2506	Conservation	Conservation	106	754.42
		Sub-Total:		\$754.42
A2540	Racing & Wagering Fees	Bingo License	76	570.00
		Bingo Proceeds	23	829.90
		Sub-Total:		\$1,399.90
A2541	Racing & Wagering Fees	Bell Jar License	7	70.00
		Sub-Total:		\$70.00
A2542	Dog Licensing	Exempt Dogs	8	0.00
		Female, Spayed	1040	9,360.00
		Female, Unspayed	79	1,343.00
		Male, Neutered	887	7,983.00

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Account#	Account Description	Fee Description	Qty	Local Share
		Male, Unneutered	106	1,802.00
		Replacement Tags	9	27.00
		Sub-Total:		\$20,515.00
A2610	Minor Sales	Parking Tickets	356	45,790.00
		Sub-Total:		\$45,790.00
Total Local Shares Remitted:				\$150,422.82
Amount paid to:	New York State Comptroller			855.00
Amount paid to:	New York State Comptroller's Office			105.00
Amount paid to:	New York State Department of Health			3,217.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			2,482.00
Amount paid to:	NYS Environmental Conservation			13,438.58
Total State, County & Local Revenues:		\$170,520.90	Total Non-Local Revenues:	
			\$20,098.08	

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.

Doona X. Brauk 1/7/22
City Clerk-Treasurer Date



Department of Police

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

XXVII. 3

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

JAN 18 2022

January 12, 2022

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

Dear Sirs:

Please find attached the Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&T Report for the year 2021.

Respectfully submitted,

Thomas E. Krantz
Chief of Police

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

TEK/sd

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2022 JAN 13 4:48:36
NORTH TONAWANDA NY

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE YEAR 2021

CRIMINAL

Complaints received and investigated	1,296
Complaints cleared by arrest or exceptional clearance	760
Complaints ruled unfounded	2
Number of males arrested	333
under 18: 2 over 18: 331	
Number of females arrested	91
under 18: 0 over 18: 91	
Arrests for other authorities	24
Failure to Appear/Violation of Probation Warrant Arrests	312
Above complaints cleared by J.A.B.	107
Complaints cleared by J.A.B. from previous months	15

TRAFFIC

Traffic summonses issued	7,647
DWI arrests	131
Parking tags issued	1,456

MISCELLANEOUS

Miscellaneous service	28,352
Incident reports	1,249
Vehicle accidents	534
Vehicle accidents (fatal)	2
Vehicle stops	8,487
Police escorts	13
Prisoner meals	598
Mug shots taken	448
Fingerprints taken	448
Persons missing and located	11
Automobiles stolen	16
Automobiles recovered	16
Automobiles recovered for other authorities	2
Record check fees	\$1,389.00
Photocopy fees	\$93.25
Fingerprint fees	\$0.00
Fines collected	\$417,061.00
Value of property damaged	\$130,286.00
Value of property stolen	\$857,909.32
Value of property recovered	\$230,461.95

Respectfully submitted,



Thomas E. Krantz
Chief of Police

TEK/sd

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE YEAR 2021

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	25	16	0
ALL OTHER OFFENSES	101	70	0
ARSON	1	0	0
BURGLARY	42	9	0
COERCION	1	1	0
CRIMINAL MISCHIEF	100	17	0
CRIM POSS WEAPON	7	5	0
DIS CON/HARASS	166	59	0
DRUG OFFENSES	82	3	0
EMBEZZLEMENT	0	0	0
FAILURE TO APPEAR	310	310	0
FORGERY	7	0	0
FRAUD (ID THEFT)	73	7	1
LARCENY	199	33	1
LEAVING THE SCENE	73	18	0
MURDER	0	0	0
RAPE	8	4	0
ROBBERY	5	1	0
SEXUAL OFFENSES	11	2	0
SIMPLE ASSAULT	65	37	0
STOLEN PROPERTY	13	9	0
UNAUTH USE M/V	7	5	0
VIOL OF PROBATION	0	0	0
ARRESTS FOR OTHER AUTHORITIES		31	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		123	
TOTALS	1296	760	2
# OF ABOVE COMPLAINTS CLEARED BY JAB		107	
# CLEARED BY JAB FROM PREV MONTHS		15	

TRAFFICE SUMMONS ISSUED FOR THE YEAR: 2021

VIO.'s:

SPEEDING	2,412
RED LIGHT VIOLATION	267
STOP SIGN VIOLATION	1,976
NO REGISTRATION	170
NO LICENSE	279
FAULTY EQUIPMENT	286
NO INSPECTION	494
FAILED TO YIELD RIGHT OF WAY	78
SEAT BELT VIOLATION	195
NO INSURANCE	72
LICENSE PLATE VIOLATION	92
IMPROPER TURN	120
DROVE ON LEFT OF PAVEMENT MARKINGS	66
FAILED TO KEEP RIGHT	22
LEAVING SCENE OF INCIDENT (600-1)	33
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	21
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	146
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	89
UNSAFE BACKING	21
MISCELLANEOUS	668

TOTAL	7,507
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MISD.'s:

DWI	123
AGGRAVATED UNLICENSED OPERATION 3 RD	263
AGGRAVATED UNLICENSED OPERATION 2 ND	126
OPERATING WHILE REGISTRATION SUSPENDED/REVOKED	102
FORGED/MUTILATED INSPECTION CERTIFICATE	3
RECKLESS DRIVING	7
OPERATING OUT OF IGNITION INTERLOCK RESTRICTION	6
OPERATING MOTOR VEHICLE W/O IGNITION INTERLOCK DEVICE	3
LEAVING SCENE OF PERSONAL INJURY INCIDENT W/OUT REPORTING	2
OPERATING MOTOR VEHICLE WHEN LICENSE/REGISTRATION IS SUSPENDED-ART 7	2

TOTAL	637
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FELONY's:

AGGRAVATED UNLICENSED OPERATION 1 ST	4
AGGRAVATED DWI/CHILD IN VEHICLE	4
DWI: PREVIOUS CONVICTION OF DESIGNATED OFFENSE WITHIN 10 YEARS	4

TOTAL	12
-------	----

GRAND TOTAL	8,156
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Gratwick Hose Company, Inc.

CITY OF NORTH TONAWANDA FIRE DEPARTMENT
110 WARD ROAD • NORTH TONAWANDA, NEW YORK 14120
716-692-9675

CFO - A.



ENGINE NO. 6
JAN 18 2022

January 6, 2022

Honorable Mayor

And Common Council:

Please remove the names of William Busch and Albert Gerlach from the Fire Roles.

Thank you!

A handwritten signature in blue ink that reads "David A. Rogge".

David A. Rogge

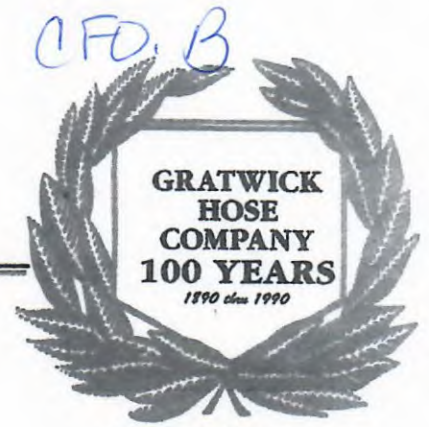
Membership Secretary

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NORTH TONAWANDA NY

Gratwick Hose Company, Inc.

CITY OF NORTH TONAWANDA FIRE DEPARTMENT
110 WARD ROAD • NORTH TONAWANDA, NEW YORK 14120
716-692-9675



ENGINE NO.6

JAN 18 2022

January 6, 2022

Honorable Mayor

And Common Council:

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

50 years

David Miller

Timothy Miller

Glenn Deverell

Micheal Niezgoda

35 years

William Roberts Jr.

David Manth

John Manth

James Lemke

Please issue the appropriate certificates.

Thank You!

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2022 JAN 5 AM 11:39
NORTH TONAWANDA NY

David A. Rogge

Membership Secretary

CFO - C.

01/05/2022

JAN 18 2022

From: North Tonawanda Neighborhood Watch

To: North Tonawanda Common Council

RE: 2022 Dyngus Day Parade

Honorable Council,

We are respectfully requesting your permission to once again host a Dyngus Day celebration and parade on Monday, April 18th 2022. We feel as though the event was successfully executed in 2021, and based off of the extremely positive feedback from the community it would be a worth-while endeavor to continue the tradition.

The overall premise of the event would be the same, with a few additions and minor adjustments. We would once again like to have the parade route run north to south down Oliver Street. However, we would like the starting point to be the intersection at Buffalo Bolt Way and Oliver (using Buffalo Bolt Way as our staging area) and end the parade at the corner of Thompson and Oliver. We are also requesting the use of Heritage Park from 5:00pm-9:00pm for a post-parade party with live polka music and a beer tent. Sweeney Hose Company No. 7 will obtain the necessary permits and operate the beer tent as they have in past years for the Canal Fest.

The Dyngus Day celebration and parade not only benefits the many small businesses located on Oliver Street, but it also recognizes and draws positive attention to an area of town that has so much potential but is often ignored or overlooked. Below you will find a list of the specific items we are requesting the Council approve. We would be more than happy to attend your next workshop to answer any further questions you may have. We greatly appreciate your support and consideration.

Dyngus Day Request:

- Oliver St. (Buffalo Bolt Way – Thompson St.) closure from 3:00pm-7:00pm
- Use of Buffalo Bolt Way for parade staging area
- Use of Auxiliary Police and NTPD officers (appropriate amount to be determined by Police Chief)
- Use of Heritage Park for post-parade party

Sincerely,

NT Neighborhood Watch Executive Board

Joseph Marranta
Sherrie Marranta
Matthew Parish

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2022 JAN 15 PM 4:18
NORTH TONAWANDA NY