

City of North Tonawanda

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

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

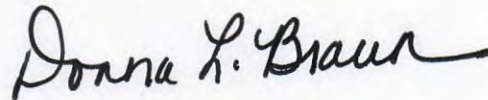
August 11, 2022

The following meetings have been scheduled for TUESDAY, AUGUST 16, 2022:

6:15PM Common Council Discussion

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

Respectfully submitted,



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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, AUGUST 16, 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 7/29/2022

- 1) Legal Notice – Public Hearing – To discuss the City’s Housing Programs and the Potential Submission of an Application to the NYS Office of Homes and Community Renewal – Community Development**
- 2) Legal Notice – Public Hearing – Adding Chapter 747 to the City Code entitled “Owner Liability for Failure of Vehicle Operator to Stop at a School Bus Displaying a Red Visual Signal and Stop-Arm” – Mayor**
- 3) Legal Notice – Public Hearing – Comments on Local Law No.2 of the City of North Tonawanda, entitled “A Local Law of the City of North Tonawanda, to override the Tax Levy Limit” – City Accountant**

PROOF OF PUBLICATION PUBLISHED 8/9/2022

- 1) Legal Notice – Request for Proposals on Replacement of 4 Rooftop Air Conditioning Units at 500 Wheatfield Street – Building Maintenance**

COMMUNICATIONS FROM CITY OFFICIALS

- | | | |
|-------------------------|----------|--|
| I. Mayor | - | Re: Approval of (2) Contracts for School Resource Officers |
| VII.1 Accountant | - | Re: Payment of the Abstract of Claims Dated August 19, 2022 |

VII.2 Accountant

- **Re: Request to pass Local Law #2- to Override the Tax Cap Levy Limit.**

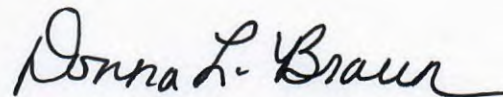
**XIV. Youth, Recreation, Parks
& Seniors**

- **Re: Approval of Change Order of bid from Pump Irrigation Technology, for the Pump Station Upgrades at Deerwood Golf Course**

XXV. Monthly Reports

.1 Senior Citizen Center .2 City Clerk-Treasurer

Respectfully submitted,



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

AUG 16 2022

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid,
and that the annexed printed legal # 303331
was printed and published in said paper on the following dates:

07/29/2022

RECEIVED
CITY CLERK'S OFFICE

2022 AUG 4 AM 9:42
NORTH TONAWANDA NY

Janet M. Slipko

Principal Clerk

Subscribed and sworn to before me this

8-1-22

Teresa L. McCarthy

Teresa L McCarthy 02/26/2026

Notary Public Expiration Date

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
CITY OF NORTH TONAWANDA
OFFICE OF COMMUNITY RENEWAL
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
SINGLE FAMILY HOUSING REHABILITATION
PROGRAM

A public hearing will be held on Tuesday, August 9th at 6:00 PM in the Common Council chambers located at City Hall, 216 Payne Avenue, North Tonawanda, New York 14120 to discuss the City's housing programs, and the potential submission of a \$300,000 application to the New York State Office of Homes and Community Renewal for the Community Development Block Grant Single Family Housing Rehabilitation Program for funding to provide assistance for home owner rehabilitation and repair.

This hearing is in accordance with CDBG regulations found in 24 CFR570.486. More detailed information regarding the project will be presented at the hearing. Accommodations for disabled and non-English speaking residents will be made available upon advance request. Residents who cannot attend the hearing are welcome to express their ideas by calling the Community Development Office at 716-695-8580 or in writing to Director, Community Development Office, 500 Wheatfield Street, North Tonawanda, NY 14120.

N#303331 7/29/2022

TERESA L MCCARTHY
Notary Public - State of New York
No. 01MC4962698
Qualified in Niagara County
My Comm. Expires Feb. 26, 2026

AUG 16 2022

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 303541 was printed and published in said paper on the following dates:

07/29/2022

Janet M. Slipko

Principal Clerk

Subscribed and sworn to before me this
8-1-22

Teresa L. McCarthy
Teresa L. McCarthy 02/26/2026

Notary Public Expiration Date

RECEIVED
CITY CLERK'S OFFICE

2022 AUG 4 AM 9:45
NORTH TONAWANDA NY

TERESA L MCCARTHY
Notary Public - State of New York
No. 01MC4962698
Qualified in Niagara County
My Comm. Expires Feb. 26, 2026

Please take notice that the Mayor and Common Council of the City of North Tonawanda will hold a public hearing on Tuesday August 9th, 2022, at 6:30PM in the Common Council Chambers, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120. The purpose of said hearing will be to accept comments on adding Chapter 747 of the Codified Ordinances Entitled "Owner Liability for Failure of Vehicle Operator to Stop School Bus Displaying a Red Visual Signal and Stop-Arm" documentation on this matter is available and may be inspected on the City Hall website.
www.northtonawanda.org
N#303541
7/29/2022

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

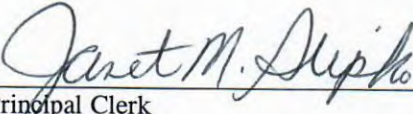
AUG 16 2022

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

NIAGARA GAZETTE

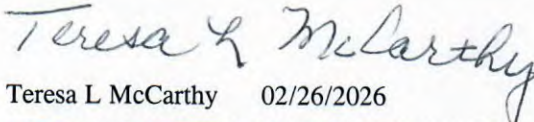
A newspaper published in the County and State aforesaid,
and that the annexed printed legal # 303702
was printed and published in said paper on the following dates:

08/06/2022


Principal Clerk

Subscribed and sworn to before me this

8-8-22


Teresa L McCarthy 02/26/2026

Notary Public Expiration Date

TERESA L MCCARTHY
Notary Public - State of New York
No. 01MC4962698
Qualified in Niagara County
My Comm. Expires Feb. 26, 2026

RECEIVED
CITY CLERK'S OFFICE

2022 AUG 11 AM 9:51
NORTH TONAWANDA NY

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 August 16th at 11:00AM. Requesting quotes on Replacement of 4 Rooftop Air Conditioning Units at 500 Wheatfield Street, North Tonawanda, NY 14120

The Request for Proposals (RFP) shall be available in the following formats: hard copy (paper) upon request by contacting Donna Braun at dbraun@northtonawanda.org and can be found on the website: www.northtonawanda.org Please mail proposals to the address below.

John Divirgilio -Building Maintenance
City of North Tonawanda
216 Payne Avenue
North Tonawanda, NY 14120

All questions shall be submitted in writing and shall be emailed to:

Jdivirgilio@northtonawanda.org
N#303702

8/6/2022

CITY OF NORTH TONAWANDA

I

Office of the Mayor

AUG 16 2022

AUSTIN J. TYLEC

August 10th, 2022

North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, New York 14120

RE: School Resource Officer (SRO) Contracts

Dear Honorable Body:

Police Chief Glass & I met with the North Tonawanda School District to discuss the renewal of our School Resource Officer agreements which utilizes two (2) North Tonawanda Police Officers in our public school district. The attached agreements designates a School Resource Officer at the North Tonawanda Intermediate School and North Tonawanda High School. Both agreements call for the school district to pay the City \$110,000 for each SRO, totaling \$220,000 on an annual basis for the next two years.

This contribution from the school district is an increase of \$29,107 from the original agreements and will allow our police department to continue monitoring the safety of our schools.

Our Police Chief & I would ask for the Common Council's support by passing the attached contracts.

Thank you for your attention to this matter.

Respectfully,

Austin Tylec
Mayor



RECEIVED
CITY CLERK'S OFFICE

2022 AUG 10 PM 2:55
NORTH TONAWANDA NY

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made as of the ___ day of _____ 2022, by and between the **City of North Tonawanda**, whose principal address is 216 Payne Avenue, North Tonawanda, New York 14120, (“City”) and the **North Tonawanda City School District**, whose principal address is 176 Walck Rd. North Tonawanda, New York 14120 (“School District”). The City and School District are also each referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

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

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

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

AGREEMENT

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

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

3. **Term.** The Term of this Agreement shall commence on August 30, 2022 (or, if renewed, the first day that teachers report to school) and shall terminate on June 30, 2024, unless sooner terminated in accordance with Paragraph 8(c) below, subject to the following terms and conditions:

4. **Obligations of the City:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. **Payment for Services.** The amount to be paid by the School District, in the 2022-2023 and 2023-2024 school year, shall be \$110,000 per year. The City shall bill for Services on a monthly, pro rata basis, and the School shall pay within thirty (30) days of presentation of an invoice or voucher (at direction of the School District.)

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

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

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

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

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

d. **Extension or Renewal.** This Agreement may be renewed upon the mutual agreement of both parties, and the parties agree to discuss the possibility of such renewal by April 1, 2024.

e. **Opportunity for Review by Counsel.** Both Parties acknowledge that they have had the opportunity to review this Agreement with their respective attorneys and are prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.

- f. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.
- g. **Amendment/Modification.** The terms and conditions of this Agreement can only be changed in writing, executed by both Parties.
- h. **Assignment.** This Agreement may not be assigned by either Party.
- i. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party, regardless of who drafted it.
- j. **Waiver.** The failure of any Party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving Party.
- k. **Authorization.** This Agreement is authorized by a Resolution adopted by the Common Council of the City of North Tonawanda on _____, 2022 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on _____, 2022.

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

CITY OF NORTH TONAWANDA SCHOOL DISTRICT

By: _____
Gregory J. Woytila, District Superintendent

CITY OF NORTH TONAWANDA

By: _____
Austin Tylec, Mayor

CITY OF NORTH TONAWANDA POLICE DEPARTMENT

By: _____
Keith Glass, Chief of Police

SCHOOL RESOURCE OFFICER AGREEMENT

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RECITALS

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

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

AGREEMENT

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

2. **Place.** The SRO shall provide Services on-site at the School District’s Intermediate School and shall maintain an office in the Intermediate School. The SRO shall allocate 1/2 day visits to the other 3 elementary buildings (Drake, Ohio, Spruce) once a month September-June, as requested by School District’s administration and at the Chief of Police’s discretion.

3. **Term.** The Term of this Agreement shall commence on August 30, 2022 (or, if renewed, the first day that teachers report to school) and shall terminate on June 30, 2024, unless sooner terminated in accordance with Paragraph 8(c) below, subject to the following terms and conditions:

4. **Obligations of the City:**

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

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

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

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

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

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

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

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

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

4. **Schedule.** The School Resource Officer's normal schedule will require him or her to be present from 8:00 a.m. until 3:30 p.m., Monday through Friday, while classes are in session, unless the SRO is required to be elsewhere pursuant to Paragraph 5(a) next below. However, this schedule may be adjusted, as needed, by mutual agreement, at the request of the School District's administration and with the approval of the Chief of Police, under circumstances when the School District's administration concludes that school events and/or activities occurring outside the normal 8:00 a.m. to 3:30 p.m. schedule would benefit from the law enforcement presence of the SRO. Such scheduling adjustments may include, for example, substituting evening hours, or a Saturday, for a work day, or block of worktime, that would ordinarily be provided by the SRO when school is in session.

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

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

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

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

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

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

b. **Payment for Services.** The amount to be paid by the School District, in the 2022-2023 and 2023-2024 school year, shall be \$110,000 per year. The City shall bill for Services on a monthly, pro rata basis, and the School shall pay within thirty (30) days of presentation of an invoice or voucher (at direction of the School District.)

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

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

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

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

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

d. **Extension or Renewal.** This Agreement may be renewed upon the mutual agreement of both parties, and the parties agree to discuss the possibility of such renewal by April 1, 2024.

e. **Opportunity for Review by Counsel.** Both Parties acknowledge that they have had the opportunity to review this Agreement with their respective attorneys and are prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.

- f. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.
- g. **Amendment/Modification.** The terms and conditions of this Agreement can only be changed in writing, executed by both Parties.
- h. **Assignment.** This Agreement may not be assigned by either Party.
- i. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party, regardless of who drafted it.
- j. **Waiver.** The failure of any Party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving Party.
- k. **Authorization.** This Agreement is authorized by a Resolution adopted by the Common Council of the City of North Tonawanda on _____, 2022 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on _____, 2022.

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

CITY OF NORTH TONAWANDA SCHOOL DISTRICT

By: _____
Gregory J. Woytila, District Superintendent

CITY OF NORTH TONAWANDA

By: _____
Austin Tylec, Mayor

CITY OF NORTH TONAWANDA POLICE DEPARTMENT

By: _____
Keith Glass, Chief of Police

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

City of North Tonawanda

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

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

VII.1

AUG 16 2022

August 10, 2022

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

Dear Honorable Body:

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

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated August 16th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

VII.2

AUG 16 2022

#1

Common Council

A LOCAL LAW TO ALLOW THE CITY OF NORTH TONWANDA, NEW YORK TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-C

WHEREAS, on August 9th, 2022, a public hearing was held at 6:15pm in the council chambers, 216 Payne Avenue, North Tonawanda, New York, as well as Zoom Call in for public.

WHEREAS, No one appeared to speak on local law

WHEREAS, General Municipal Law section 3-c requires Common Council to obtain sixty percent approval to adopt Local law #1 of 2022.

WHEREAS, that a Local Law to override the Tax Levy Limit for the City of North Tonawanda to be voted on, as follows:

LOCAL LAW No. 2 of 2022

A LOCAL LAW OF THE CITY OF NORTH TONAWANDA, NEW YORK TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-C

Be it enacted by the City Council of the City of North Tonawanda in the county of Niagara, as follows:

Section 1. Legislative intent

It is the intent of the Local Law to override the limit on the amount of real property taxes that may be levied by the City of North Tonawanda, County of Niagara, State of New York pursuant to General Municipal Law 3-c, and to allow City of North Tonawanda to adopt a budget for (a) City purposes and (b) any other special or improvement district governed by the Common Council for the Fiscal Year 2023 that requires a real property tax levy in excess of the "tax levy limit" as defined by the General Municipal Law 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law 3-c, which expressly authorizes the Common Council to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Common Council.

Section 3. Tax Levy Limit Override

The Common Council of the City of North Tonawanda is hereby authorized to adopt a budget for the fiscal year 2023 that requires a real property tax levy in excess of the limit specified in General Municipal Law 3-c.

Section 4. Severability

If any clause, sentence, paragraph, subdivision or part of the Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, or corporation or circumstance, directly involved in the controversy in which such judgement or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with Secretary of State.

PLEASE TAKE NOTICE THE EXTENT THAT THIS LOCAL LAW MAY CONFLICT WITH APPLICABLE PORTIONS OF THE GENERAL CITY LAW OF THE STATE OF NEW YORK, IT IS STATED INTENTION OF THE CITY TO EXERCISE ITS AUTHORITY TO SPERSEDE AND AMEND, AS GRANTED UNDER THE MUNICIPAL HOME RULE LAW OF THE STATE OF NEW YORK, SECTION 10. THE CITY HEREBY PROVIDES NOTICE THAT IT IS EXERCISING ITS AUTHORITY TO SUPERSEDE AND AMEND PURSANT TO MUNICIPAL HOME RULE LAW OF THE STATE OF NEW YORK SECTION 22. 5

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

August 10, 2022

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

I respectfully ask for approval to the change order for the Deerwood Pump Station Upgrade Project that was awarded to Pump Irrigation Technologies who was the sole bid on the project at a total cost of \$164,449.00.

The change in motors for pumps plus freight totals result in an additional cost of \$2,292.00 making the total project cost \$166,741.00. The addition is budgeted for with funds from our Golf Course Capital Improvement account.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

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CITY CLERK'S OFFICE

2022 AUG 10 PM 4:21
NORTH TONAWANDA NY



8/10/2022

Motor Change (3) – Deerwood CC Pump Project

HO40V2BLF US Motors Vertical Hollow Shaft Motor
40hp 3/1800/230-460

Vertical Hollow Shaft High Thrust Motors - "P" Base, Three
Phase
Weather Protected Type I (WPI) Premium Efficient & Inverter
Duty
Class F Insulation, Class B Rise at Full Load (Sine Wave
Power)

Price Increase - \$2,292.00 total for all three

Total adjusted project cost: \$166,741.00

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



August 1, 2022

AUG 16 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 July 2022

Senior Center's Total Monthly Services 2,242

Unduplicated 677

Duplicated 1,665

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 AUG 1 AM 9:24
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

XXV, 2
AUG 16 2022

| Account# | Account Description | Fee Description | Qty | Local Share |
|----------|------------------------|-----------------------------|-----|-------------------|
| A1255 | Minor Sales | Certified Copies - Marriage | 17 | 170.00 |
| | | Sub-Total: | | \$170.00 |
| A1603 | Misc. Fees | Birth Certificates | 34 | 340.00 |
| | | Death Certificates | 55 | 760.00 |
| | | Deaths Recorded | 10 | 0.00 |
| | | Geneology Birth | 3 | 66.00 |
| | | Geneology Death | 3 | 33.00 |
| | | Sub-Total: | | \$1,199.00 |
| A1980 | Minor Sales | City Market | 3 | 345.00 |
| | | Sub-Total: | | \$345.00 |
| A2110 | Planning & Zoning Fees | Board of Appeals App. | 1 | 50.00 |
| | | Planning - Rezoning | 1 | 100.00 |
| | | Sub-Total: | | \$150.00 |
| A2410 | Minor Sales | Boathouse 2022 | 10 | 9,690.00 |
| | | Sub-Total: | | \$9,690.00 |
| A2501 | Permit Fees | Chicken Permits | 6 | 150.00 |
| | | Sub-Total: | | \$150.00 |
| A2505 | Marriage License Fee | Marriage License Fee | 23 | 402.50 |
| | | Sub-Total: | | \$402.50 |
| A2506 | Conservation | Conservation | 14 | 35.16 |
| | | Sub-Total: | | \$35.16 |
| A2540 | Racing & Wagering Fees | Bingo Proceeds | 6 | 292.87 |
| | | Sub-Total: | | \$292.87 |
| A2542 | Dog Licensing | Female, Spayed | 81 | 729.00 |
| | | Female, Unspayed | 4 | 68.00 |
| | | Male, Neutered | 96 | 864.00 |
| | | Male, Unneutered | 9 | 153.00 |
| | | Replacement Tags | 1 | 3.00 |
| | | Sub-Total: | | \$1,817.00 |
| A2610 | Minor Sales | Parking Tickets | 32 | 3,330.00 |
| | | Sub-Total: | | \$3,330.00 |

2022 AUG 1 AM 9:37
NORTH TONAWANDA NY

2022 AUG 1 AM 9:37
NORTH TONAWANDA NY

| Account# | Account Description | Fee Description | Qty | Local Share |
|--|---|--------------------|-------------------------------------|--------------------|
| | | | Total Local Shares Remitted: | \$17,581.53 |
| Amount paid to: | New York State Department of Health | | | 517.50 |
| Amount paid to: | NYS Ag. & Markets for spay/neuter program | | | 216.00 |
| Amount paid to: | NYS Environmental Conservation | | | 969.84 |
| Total State, County & Local Revenues: | | \$19,284.87 | Total Non-Local Revenues: | \$1,703.34 |

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

Donna L. Braun 8/1/22
City Clerk-Treasurer Date

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

City of North Tonawanda

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



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

AUG 16 2022
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CITY CLERK'S OFFICE

2022 AUG 4 PM 3:27
NORTH TONAWANDA NY

8/4/2022

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

Dear Sirs:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of July 2022.

General Fund

| | |
|----------------------------|----------------|
| Balance Fwd - Checking | 1,381,617.36 |
| Balance Fwd - Money Market | 5,000,340.68 |
| Investments | 0.00 |
| Receipts for the month | 3,131,923.48 |
| Warrants Drawn | (2,405,498.61) |
| | <hr/> |
| | \$7,108,382.91 |

Sewer Fund

| | |
|----------------------------|--------------|
| Balance Fwd - Checking | 430,666.47 |
| Balance Fwd - Money Market | 8,880.75 |
| Investments | 0.00 |
| Receipts for the month | 56,356.23 |
| Warrants Drawn | (274,530.52) |
| | <hr/> |
| | \$221,372.93 |

Water Fund

| | |
|----------------------------|----------------|
| Balance Fwd - Checking | 1,415,890.18 |
| Balance Fwd - Money Market | 1,239,148.98 |
| Investments | 0.00 |
| Receipts for the month | 31,921.51 |
| Warrants Drawn | (185,221.86) |
| | <hr/> |
| | \$2,501,738.81 |

Trust & Agency Fund

| | |
|------------------------|--------------|
| Balance Fwd - Checking | 283,191.52 |
| Receipts for the month | 29,585.94 |
| Warrants Drawn | (34,112.13) |
| | <hr/> |
| | \$278,665.33 |

Capital Construction Fund

| | |
|----------------------------|-----------------------|
| Balance Fwd - Checking | 3,720,967.46 |
| Balance Fwd - Money Market | 5,011,789.65 |
| Receipts for the month | 317.20 |
| Warrants Drawn | (868,058.25) |
| | <u>\$7,865,016.06</u> |

Community Development Fund

| | |
|------------------------|-----------------------|
| Balance Fwd - Checking | 1,193,950.87 |
| Receipts for the month | 10,000.00 |
| Warrants Drawn | (142,500.00) |
| | <u>\$1,061,450.87</u> |

Rental Assistance Fund

| | |
|------------------------|---------------|
| Balance Fwd - Checking | 0.00 |
| Receipts for the month | 290,596.00 |
| Warrants Drawn | (290,596.00) |
| | <u>\$0.00</u> |

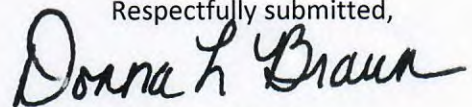
Housing Rehabilitation Fund

| | |
|------------------------|-------------------|
| Balance Fwd | 1,476.27 |
| Receipts for the month | 0.02 |
| Warrants Drawn | 0.00 |
| | <u>\$1,476.29</u> |

Home Rehabilitation Fund

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

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer