

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

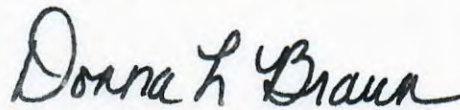
March 30, 2023

The following meetings have been scheduled for TUESDAY, APRIL 4, 2023:

6:15PM Common Council Meeting Discussion

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

Respectfully submitted,



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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, APRIL 4, 2023 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 3/18/2023

- 1) **Legal Notice – Request for Proposals to provide assistance in developing a Wireless Internet System at Gateway Harbor Park – Dir. Community Development**

COMMUNICATIONS FROM CITY OFFICIALS

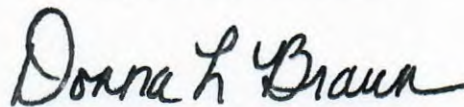
- | | | |
|----------------------------------|---|---|
| I. Mayor | - | Re: Approval of Agreement between City of North Tonawanda & Greenlight Networks |
| II. Attorney | - | Re: Approval of the Proposed Revision of City of North Tonawanda Request for Public Records Form and Fee Schedule Under the Freedom of Information Law |
| III. Clerk-Treasurer | - | Re: Approval of the Volunteer Fire Companies Fundraising Schedules for 2023 |
| IV.1 Engineer | - | Re: Approval of C&S Agreement Amendment No.3 for Additional Construction Inspection Services for the Bike Path Extension to Empire State Trail Project |
| IV.2 Engineer | - | Re: Approval of Change Order No. 1 for Project No. 2019-03, Bike Path Connection to Empire State Trail and Final Project Acceptance |
| V. Supt. Water/Wastewater | - | Re: Award of Bid for Chlorine Supply at the Water and Wastewater Treatment Plants |

- VII. Accountant - Re: Payment of the Abstract of Claims Dated April 4, 2023
- XVII. Traffic Safety Committee - Re: Various Traffic Safety Recommendations from their March meeting
- XXV. Monthly Reports
- .1 Police Department

COMMUNICATIONS FROM OTHERS

- A.
Live Hose Co. #4 - Re: Exemption Petitions for 50-Years of service for the following Volunteer Firefighters:
George Maziarz, Fred Ammerman & Edward Ammerman
- B.
Niagara County Office of the Youth Re: Permission to waive the park fees at Gratwick Riverside Park for their annual Kidz "N" Kites event
- C.
In Good Company Productions - Re: Permission to waive the bandshell fee at Raymond Klimek Park for their Rehearsals, July 24-28 and events July 31 to August 1, and 2, 2023
- D.
Waterfront Commission - Re: Approval of the Waterfront Commission Bylaws

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer

Jackie Bilogan, 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 # 314097 was printed and published in said paper on the following dates:

03/18/2023

J. Bilogan
Principal Clerk

Subscribed and sworn to before me this
3-21-23

Teresa L. McCarthy

Teresa L. McCarthy 02/26/2026

Notary Public Expiration Date

2023 MAR 24 AM 10:08
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

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

Legal Notice
City of North Tonawanda
Gateway Harbor- Municipal Wireless Internet Project

Proposals will be received by the City of North Tonawanda at the Community Development Office, 500 Wheatfield Street, North Tonawanda, NY 14120, until Friday April 7th, 2023 at 4:00pm (EST) from qualified firms located and authorized to do business in the State of New York, to provide assistance in developing a public wireless internet system at Gateway Harbor Park on behalf of the City of North Tonawanda.

The Request for Proposals (RFP) shall be available in the following formats: hard copy (paper) and electronic email (Adobe Acrobat *.PDF format) upon request by contacting Laura Wilson at (716)-695-8580 or email to: LWilson@lumbercitydc.com

Each proposal shall contain the full name and address of each person or company submitting the proposal. Proposals shall be delivered NO LATER THAN Friday, April 7th 2023 to:

Laura K. Wilson
Director of Community Development
500 Wheatfield Street
North Tonawanda, NY 14120
LWilson@lumbercitydc.com

All questions shall be submitted in writing and shall be mailed or emailed to: Laura Wilson, Director of Community Development, 500 Wheatfield Street North Tonawanda, NY 14120 or via email to: LWilson@lumbercitydc.com

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#314097 3/18/2023

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

I

APR 04 2023

March 29, 2023

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

Re: Agreement between City of North Tonawanda & Greenlight Networks

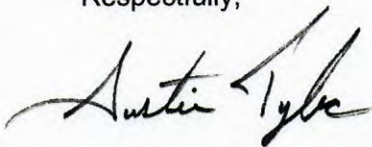
Attached is an agreement between the City of North Tonawanda and Greenlight Networks regarding the installation of high-speed fiber internet within our municipality.

The attached documents provide terms for insurance coverage, the permit process, and an agreement to provide 5-years of free internet coverage for two of our municipal properties.

The agreement has been reviewed by City Attorney Mr. Zebulske, and the city is excited to be working with Greenlight Networks in providing the first fiber internet option for our residents & businesses.

If there are any questions, please do not hesitate to reach out.

Respectfully,



Austin Tylec, Mayor

RECEIVED
CITY CLERK'S OFFICE

2023 MAR 30 PM 12:07
NORTH TONAWANDA NY

MASTER AGREEMENT

THIS MASTER AGREEMENT, entered into the ____ day of _____ 2023 (this “Agreement”) is by and between the City of North Tonawanda, a [New York] municipality having offices at City Hall, 216 Payne Ave, North Tonawanda, NY 14120 (the “Counterparty”) and GREENLIGHT NETWORKS, LLC, a New York limited liability company with offices at 1777 E. Henrietta Road, Suite #120, Rochester, NY 14623 (“Greenlight”). The Counterparty and Greenlight may each be referred to herein as a “Party” and, together, as the “Parties”.

WHEREAS, the Parties intend to enter into this Agreement providing for general terms that will govern service, use, access, or other schedules agreed to between them from time to time;

NOW, THEREFORE, in consideration of the foregoing recital and mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counterparty and Greenlight agree as follows:

1. **SCHEDULES.** The Parties may from time to time agree upon service, use, access or other schedules (each, a “Schedule”). Each Schedule will provide, without limitation, (a) a description of the services, use, access, or other subject matter; (b) any applicable pricing and payment terms, and (c) a term for the Schedule. This Agreement shall be considered applicable to and a part of any Schedule, but to the extent any provision of a Schedule conflicts with any provision of this Agreement, the provision of the Schedule shall control.
2. **TERM AND TERMINATION.**
 - a. The term of this Agreement shall commence on March 24, 2023, the (“Effective Date”) and shall remain in effect for successive one (1) year periods. This Agreement may be terminated by either Party upon 30 days’ prior written notice to the other; provided, however, that this Agreement shall continue and remain in effect with respect to each Schedule until the expiration or earlier termination of each such Schedule pursuant to its terms.
 - b. In the event a Party violates or becomes in default of any of the covenants, terms, or provisions of this Agreement, the non-defaulting Party is entitled to cancel and terminate this Agreement and any Schedule by giving sixty (60) calendar days’ written notice to cure to the defaulting Party. If the violation or default is not cured by the end of such sixty (60) calendar days, this Agreement and any applicable Schedule will terminate.
3. **TRANSITION.** In the event of any expiration or termination of this Agreement or any Schedule hereunder, if Greenlight needs to remove or transition any equipment or services, the Counterparty shall permit Greenlight reasonable time, opportunity, and access to do so. Any such period shall in no event be less than one hundred eighty (180) days following expiration or termination of this Agreement or any Schedule.

4. **INSURANCE.** Each Party shall, at its expense, procure and maintain the following insurance coverage during the Term of this Agreement, which may be satisfied by any combination of primary and excess or umbrella liability insurance policies: (a) worker's compensation insurance as required by law; (b) employer's liability coverage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); (c) commercial general liability insurance covering all claims of damages for all injuries, including death and all claims on account of property damage with a limit of liability not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit which shall include coverage of the contractual liability assumed in this Agreement; (d) comprehensive automobile liability insurance with respect to any and all owned, hired and non-owned vehicles with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00); and (e) all risk property damage insurance covering all personal property of such party potentially at risk of damage or loss in connection with this Agreement, including equipment and supplies for the full replacement value of such property. Counterparty shall also maintain insurance covering the full replacement cost of any building potentially at risk of damage or loss in connection with this Agreement. The primary insurance required to be maintained hereunder shall be maintained under policies issued by insurers rated not less than "A" in Best's insurance reports (or a comparable rating in an equivalent insurance report) and licensed to do business in the State of New York. Each Party's insurance policies shall: (i) name the other Party additional insured on the commercial general and any excess liability policy required hereunder; (ii) use commercially reasonable efforts to provide for thirty (30) days' notice to the other Party prior to any amendment, change, modification, lapse or cancellation of coverage; and (iii) be written on an "occurrence" basis and as primary policy coverage and not contributing with or in excess of any coverage which the other Party may carry. Each Party shall furnish the other with a certificate of insurance at least ten (10) days before the Commencement Date showing the coverage required and thereafter such evidences of coverage shall be furnished by each Party to the other not less than ten (10) days prior to the expiration date of each such policy.

5. [ISSUANCE OF PERMITS. To the extent Greenlight requires any permits from the Counterparty in connection with any Schedule, the Counterparty shall not unreasonably withhold or delay any permit from Greenlight if Greenlight is in compliance with this Agreement and applicable Schedules. The Counterparty and Greenlight agree that any fees, as applicable, shall not exceed any State mandated or published fees. Further, the Counterparty shall not charge fees in excess of any standard fees in effect and regularly charged by the Counterparty.]

6. **INDEMNIFICATION.** Each Party shall indemnify and hold the other harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered by or claimed against the other, based on, arising out of or resulting from any third party legal claim asserted against the indemnified Party to the extent attributable to: (i) the indemnifying Party's negligent acts or omissions; (ii) any misrepresentation made by the indemnifying Party; or (iii) any breach or default by the indemnifying Party in the performance or observance of its obligations under this Agreement or any Schedule. The foregoing shall not apply to, or be construed to require indemnification or other obligation by Greenlight arising from, any failure of or any deficiency or defect in or other problem with the Internet service provided by Greenlight.

7. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY SCHEDULE, ANY SERVICES (INCLUDING WITHOUT LIMITATION ANY SOFTWARE OR EQUIPMENT RELATING THERETO) ARE PROVIDED "AS IS" AND GREENLIGHT EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION THEREOF.

8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY SCHEDULE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY REASON (INCLUDING IN RESPECT OF ANY INDEMNIFICATION OBLIGATION) IN ANY AMOUNT EXCEEDING \$5 MILLION IN THE AGGREGATE.

9. **UNCONTROLLABLE CIRCUMSTANCES.** Except for the payment of any amounts owed under this Contract, neither Party is liable for its failure to perform or for delays in performance due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God. Such failure does not constitute a breach under this Contract.

10. **CONFIDENTIALITY.** Each Party (the "Receiving Party") will take all reasonable measures to keep in confidence the terms of this Agreement, and the confidential data and information of the other Party (the "Disclosing Party") that may become known or may be accessed during performance of this Agreement (hereinafter referred to as "Confidential Information"), and shall not disclose, make available or assign such Confidential Information other than for purposes of performing the Receiving Party's obligations under this Agreement without the prior written consent of the Disclosing Party. "Confidential Information" shall not include: (a) information that has already become generally available to the public at the time of disclosure; (b) information that, after the time of disclosure, has become generally available to the public not because of the fault of Receiving Party; or (c) information that the Receiving Party can prove it already possessed before the time of disclosure and was not been directly or indirectly acquired from the Disclosing Party. Confidential Information may be disclosed by the Receiving Party if such disclosure is required by applicable law, regulation, subpoena or court order; provided that the Receiving Party shall use reasonable efforts to notify the Disclosing Party prior to any disclosure so that the Disclosing Party may pursue protection for such Confidential Information.

11. **NOTICES.** All notices, demands, requests, consents or approvals (collectively, "Notice") which may or are required to be given by either party to the other shall be in writing and delivered by registered or certified mail or by a national courier service. A Notice shall be deemed given if

delivered by registered or certified mail, return receipt requested, on the fifth business day following such mailing, or, if delivered by a national courier service, on the next business day following such mailing. Any such Notice shall be mailed or delivered to the following:

To the Counterparty:
Office of the Mayor
The City of North Tonawanda
216 Payne Ave
North Tonawanda, NY 14120

Engineering Department
The City of North Tonawanda
216 Payne Ave
North Tonawanda, NY 14120

To Greenlight:
Greenlight Networks, LLC
1777 E. Henrietta Road, Suite #120
Rochester, NY 14623

12. **ASSIGNMENT/SUBCONTRACTING/NO THIRD-PARTY BENEFICIARIES.** This Agreement may not be assigned without written consent by the other party, which may be granted or withheld in the consenting party's sole discretion. Notwithstanding the foregoing, Greenlight may assign this Agreement without Counterparty's consent in connection with any sale of Greenlight's assets or line of business to which this Agreement relates. The Counterparty agrees that Greenlight may subcontract its rights and obligations hereunder. This Agreement is intended only for the benefit of the Parties hereto and their permitted successors and assigns and shall not confer rights upon any third parties.

13. **COMPLIANCE WITH LAWS.** Each Party agrees to abide by all federal, state, and local laws.

14. **COUNTERPARTY REPRESENTATIONS.** The Counterparty represents and warrants that:

- a. This Agreement has been approved by the Counterparty and has undergone any required process for approval of its terms and the Counterparty's execution hereof, and that the undersigned has full power and authority to execute this Agreement and to bind the Counterparty under the terms of this Agreement.
- b. The Counterparty is the owner of any property or rights in which it gives Greenlight an interest pursuant to any Schedule, and no other person has any rights that conflict with the rights given to Greenlight.

Counterparty shall make the foregoing representation and warranties with respect to each Schedule at execution thereof.

15. **ENCUMBRANCES; ACCESS RESTRICTION.** The Counterparty agrees to keep equipment and other property belonging to Greenlight free and clear of all liens and other encumbrances. If any lien or other encumbrance is attached to Greenlight's equipment or other property as a result of the Counterparty's acts or omissions, without limiting its other rights and remedies, Greenlight may pay or take other action to clear such encumbrance and the Counterparty shall reimburse Greenlight for any cost, expense, or other liability (including without limitation reasonable attorneys' fees) incurred or suffered by Greenlight in connection therewith. The Counterparty further agrees that it shall not permit any person other than Greenlight and its personnel access to the License Area to the extent such access would enable such person access to, or would compromise the security of, Greenlight's equipment and other property in the License Area.

16. **SUBORDINATION.** Following Greenlight's written request to the Counterparty, the Counterparty agrees to request that any current or future mortgage lender who has a mortgage encumbering any property owned by the Counterparty and used by Greenlight under any Schedule to enter into a commercially reasonable form of subordination and non-disturbance agreement with Greenlight to permit Greenlight's rights under such Schedule to not be disturbed by any mortgage foreclosure.

17. **WAIVER AND CONSENT.** The Counterparty agrees as follows: (i) it consents to Greenlight's current or future lenders (collectively, the "Lender") taking a security interest or other lien in Greenlight's rights under this Agreement or any Schedule; (ii) that any Greenlight equipment located at or upon the Counterparty's property is and shall be deemed personal property and shall not constitute fixtures; and (iii) the Lender may at any time enter upon the Counterparty's property and remove the Greenlight's equipment without liability to the Counterparty. This consent and subordination shall be binding upon the Counterparty's successors and assigns. The Counterparty further agrees, following the written request of Greenlight and/or its Lender, to execute a separate landlord/owner waiver form containing the above provisions and such other commercially reasonable terms and provisions.

18. **MISCELLANEOUS.**

- a. **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, and any agreements or other documents specifically referenced herein or in any Schedule, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both Parties.
- b. **SEVERABILITY.** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and

obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- c. **NONWAIVER.** A waiver by either Party hereto of a breach by the other Party hereto of any covenant or condition of this Agreement shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either Party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- d. **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the Parties.
- e. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles.
- f. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in Monroe County, New York.
- g. **FURTHER ASSURANCES.** The Counterparty agrees to execute any documentation or take other action as reasonably requested by Greenlight, necessary to effect the intention of this Agreement or any Schedule, so long as such documentation or other action does not create any new material obligation for the Counterparty.
- h. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- i. **CAPTIONS.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

[Signature Page to Follow]

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

Greenlight Networks, LLC

City of North Tonawanda

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(STATE OF NEW YORK)

(COUNTY OF _____) ss

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

Notary Public

(STATE OF NEW YORK)

(COUNTY OF _____) ss

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

Notary Public

SCHEDULE

(for Infrastructure Right of Way Access)

This Schedule to Master Agreement is entered into as of March 24, 2023 (the "Schedule"), by and between the City of North Tonawanda, a [New York] municipality having offices at City Hall, 216 Payne Ave, North Tonawanda, NY 14120 (the "Counterparty") and GREENLIGHT NETWORKS, LLC, a New York limited liability company with offices at 1777 E. Henrietta Road, Suite #120, Rochester, NY 14623 ("Greenlight"). The Counterparty and Greenlight may each be referred to herein as a "Party" and, together, as the "Parties".

1. **MASTER AGREEMENT.** This Schedule is agreed to by the Parties under the Master Agreement between them dated March 24, 2023 (the "Master Agreement"). This Schedule is subject to the terms and conditions of the Master Agreement as specified therein. Capitalized terms used but not defined in this Schedule are defined as set forth in the Master Agreement.
2. **TERM.** The term of this Schedule shall commence on the date specified above and run in perpetuity with the easement specified in Section 3 below.
3. **RIGHT OF WAY.** The Counterparty, for good and valuable consideration received, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE to Greenlight the right to construct and install, operate, maintain and remove a fiber optic network for high-speed internet within the Counterparty's right of way (hereinafter the "Facility") and all necessary accessories on property. Together with the free right of ingress and egress over and across said property, insofar as said ingress and egress is necessary for the proper construction, reconstruction, maintenance, repair or improvement of said Facility within the easement description; and, it is further provided that this easement shall remain in force and effect perpetually.
4. **CONSTRUCTION.** Greenlight agrees to require the contractor in charge of the initial construction or later reconstruction, maintenance or repair of the Facility within the easement:
 - a. To make adequate provision to ensure that access to the premises of the Counterparty, its successors and assigns shall not be obstructed during the construction of any such work.
 - b. To safeguard any excavations with visible signs and barricades.
 - c. To restore said property to its preconstruction condition.

- d. To notify Counterparty, at Greenlight's earliest convenience, of any scheduled work that involves repairs/reconstruction of city roads in order for the Department of Public Works to coordinate road work.
5. COUNTERPARTY APPROVAL. No work on said property will be commenced until written authority is received from the proper authority of the Counterparty [(e.g. City Engineer)] indicating that all plans, specifications and procedures have been reviewed and approved by the Counterparty relating to the installation of said Facility in the Counterparty right-of-way and a right of way permit has been issued.
6. MAINTENANCE. Greenlight, after first securing any necessary public authority, shall at Greenlight's sole expense install and thereafter maintain the Facility in a manner reasonably satisfactory to the Counterparty, and in strict conformity with the requirements of all laws, ordinances and orders of competent public authority now existing and future modifications thereof, so as not to endanger safety of the Counterparty or other operations upon said property and so as not to endanger the safety of the persons or property near or adjacent to the Counterparty's property.
7. OTHER INFRASTRUCTURE. Greenlight shall be responsible for determining the location and existence of any infrastructure within the Counterparty's right of way network, including but not limited to, pipes, wires, conduits, sewers, piling or other obstructions for the construction of the Facility. Counterparty shall provide reasonable cooperation to Greenlight with respect to any such determination and resolving any obstructions identified. The Counterparty makes no representation by the granting of this easement that its property is free of any types of infrastructure, pipes, conduits, sewers, pilings or other obstructions.
8. ABANDONMENT. Greenlight, upon permanent abandonment of the Facility, shall at its sole expense promptly remove the same from the Counterparty's property and restore said property to proper condition.

[Signature Page Follows]

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

Greenlight Networks, LLC

The City of North Tonawanda

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(STATE OF NEW YORK)

(COUNTY OF _____) ss

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

Notary Public

(STATE OF NEW YORK)

(COUNTY OF _____) ss

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

Notary Public

SCHEDULE

(for Fiber Internet Services)

This Schedule to Master Agreement is entered into as of _____, 2023 (the “Schedule”), by and between the City of North Tonawanda, a [New York] municipality having offices at City Hall, 216 Payne Ave, North Tonawanda, NY 14120 (the “Counterparty”) and GREENLIGHT NETWORKS, LLC, a New York limited liability company with offices at 1777 E. Henrietta Road, Suite #120, Rochester, NY 14623 (“Greenlight”). The Counterparty and Greenlight may each be referred to herein as a “Party” and, together, as the “Parties”.

1. **MASTER AGREEMENT.** This Schedule is agreed to by the Parties under the Master Agreement between them dated March 24, 2023 (the “Master Agreement”). This Schedule is subject to the terms and conditions of the Master Agreement as specified therein. Capitalized terms used but not defined in this Schedule are defined as set forth in the Master Agreement.
2. **TERM.** The term of this Schedule shall commence on the date specified above and remain in effect for 5 years [so long as the Schedule for Infrastructure Right of Way Access under the Master Agreement remains in effect.]. Notwithstanding the foregoing, Greenlight may suspend services or terminate this Schedule based upon any breach of, or for other reasons specified in, the Ts&Cs (defined below).
3. **FIBER INTERNET SERVICES.** During the Term of this Schedule and so long as this Schedule remains in effect, but specifically excluding any period during which Greenlight is installing or removing or transitioning its equipment used to provide or support internet service, Greenlight hereby agrees to provide at no cost to the Counterparty, including but not limited to no installation fees, service fees, rental fees, or additional charges, at the fastest level of business class internet service offered by Greenlight, as amended or changed during the Term of this Schedule in Greenlight’s discretion (e.g., as of the commencement of this term, service of up 1 Gbps download/1 Gbps Upload & 5 static IPs per location as needed) to the following locations: 216 Payne Ave (City Hall) and the Blue Water Tower (Erie Ave / Wurlitzer Dr) *Service to be provided no later than January 1, 2025 (sooner as construction allows).
4. **TERMS OF FIBER INTERNET SERVICES.** Except for terms which directly conflict with the terms of this Schedule, Counterparty agrees to Greenlight’s Broadband Service Terms and Conditions (“Ts&Cs”) found as of the date hereof at: <https://www.greenlightnetworks.com/legal/#termsandconditions>, as such terms may be amended or otherwise modified, or relocated, by Greenlight from time to time. Counterparty acknowledges and understands that such Ts&Cs provide for, among other provisions, disclaimers regarding Greenlight’s services and availability thereof, and limitations of liability.

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

Greenlight Networks, LLC

By: _____

Name: _____

Title: _____

The City of North Tonawanda

By: _____

Name: _____

Title: _____

(STATE OF NEW YORK)

(COUNTY OF _____) ss

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

Notary Public

(STATE OF NEW YORK)

(COUNTY OF _____) ss

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

Notary Public

City of North Tonawanda

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

11

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

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

APR 04 2023

March 24, 2023

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

RE: Proposed Revision of City of North Tonawanda Request for Public Records Form
and Fee Schedule Under the Freedom of Information Law

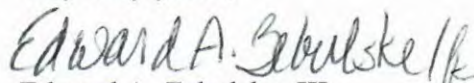
Dear Honorable Body:

Please be advised that due to the increased volume and complexity of the FOIL requests coming in to the City of North Tonawanda for response, a thorough review has been undertaken by the city attorney, city clerk, and the police department to update and streamline our process for handling these requests. As part of the review, information was gathered from neighboring municipalities to study how they are processing these requests. As a result, we have updated our FOIL request form to reflect current state laws, and have updated our schedule of fees, as attached.

Should your Honorable Body agree, please pass a resolution to allow for the revision of our form and fee schedule as attached, subject to any further review by the City Attorney.

Should your Honorable Body need more information, please do not hesitate to contact me.

Very truly yours,



Edward A. Zebulski, III
City Attorney

EAZ/lk
Att.

RECEIVED
CITY CLERK'S OFFICE

2023 MAR 24 PM 1:14
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA
REQUEST FOR PUBLIC RECORDS UNDER THE FREEDOM OF INFORMATION LAW

TO: RECORDS MANAGEMENT OFFICE
CITY CLERK'S OFFICE
216 PAYNE AVENUE
NORTH TONAWANDA, NY 14120

APPLICANT INFORMATION:

NAME: _____

ADDRESS: _____ EMAIL: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ BUSINESS PHONE: _____ FAX: _____

I HEREBY APPLY TO EXAMINE THE FOLLOWING RECORD(S): (Identify records as clearly as possible. Note the City is not required to prepare documents to comply with any FOIL request.)

SIGNATURE OF APPLICANT: _____ DATE: _____

FOR AGENCY USE ONLY

- APPROVED: _____ TOTAL FEE: _____
DENIED: _____ (FOR REASONS CHECKED BELOW)
 Confidential Disclosure/Part of investigatory Files
 Unwarranted invasion of Personal Privacy
 Record of which this agency is legal custodial cannot be found
 Exempted by statute other than the Freedom of Information Act
 Law enforcement records of ongoing investigation
 Would impair contract award or collective bargaining agreements
 Other: _____

Signature: _____ Title: _____ Date: _____

Notice: YOU HAVE A RIGHT TO APPEAL A DENIAL OF THE APPLICATION WITHIN 30 DAYS TO THE NORTH TONAWANDA'S CITY ATTORNEY'S OFFICE, 216 PAYNE AVENUE, NORTH TONAWANDA, NY 14120, WHO MUST FULLY EXPLAIN THE REASONS FOR SUCH A DENIAL IN WRITING SEVEN DAYS OF RECEIPT OF AN APPEAL. TO APPEAL SIGN AND DATE BELOW AND FORWARD TO THE CITY ATTORNEY.

SIGNATURE: _____ DATE: _____

*Copy of Fees on the following page.

Copy Fees

COST PER PAGE	\$.25
ASSESSOR'S	\$.65
BUILDING DEPT.	
24'x36' SHEET B/W	\$12.00
24' X 36' SHEET COLOR	\$18.00
36' X 48' SHEET B/W	\$24.00
36'x48' SHEET COLOR	\$30.00
DISK / THUMB DRIVE (MINUTES)	\$25.00
TOWN MAP	\$5.00
ACCIDENT RECONSTRUCTION REPORT	\$250.00
BACKGROUND CHECKS	\$10.00
FINGERPRINTS	\$25.00
PHOTOS	\$100.00
POLICE REPORTS	\$10.00

Please note: All fees are required to be paid in advance. Requests requiring two (2) or more hours to complete are subject to additional fees equivalent to the wages of the employee completing the search.

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

APR 04 2023

March 24, 2023

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

Re: Volunteer Fire Companies Fundraising 2023

Dear Honorable Body:

As you have been made aware by the North Tonawanda Fire Chief, and in accordance with the NYS Comptroller's Office; all (6) North Tonawanda Volunteer Fire Companies are required to provide the City with a list of all fundraising activities on an annual basis.

In accordance with these regulations, I have reviewed the correspondence that I have received with the Fire Chief and have found them to be in order and in proper form.

I respectfully request that your Honorable Body vote in the affirmative to grant Live Hose #4, Columbia Hook & Ladder #1, Gratwick Hose Co. #6, Sweeney Hose Co. #7, Rescue Co. #5, and Active Hose Co. #2 permission to run their respective fundraisers for 2023.

I thank you in advance for your anticipated cooperation.

Sincerely,

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



RESCUE FIRE COMPANY #5

March 20, 2023

Donna L. Braun
City Clerk
216 Payne Avenue
North Tonawanda, NY 14120

RE: Rescue Fire Company Inc.

Dear Ms. Braun:

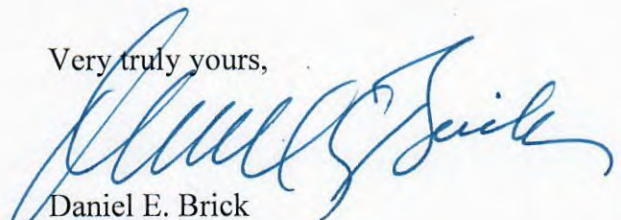
Please accept this letter as the proposed annual fundraising report of the Rescue Fire Company Inc.

For the record we will do the following in 2023:

- 1) Continue the sale of pull tab tickets; city license just reissued;
- 2) Possible sponsor of our annual Sportsman Raffle;
- 3) Possible meat raffle in the fall of 2023;
- 4) Concentrate on hall rental to hold the line on utility expenses and provide income for improvements for emergency management;
- 5) Continue to explore opportunities with NTAA Inc. to improve grounds and cover insurance costs.

Thank you for your continued attention to this.

Very truly yours,



Daniel E. Brick
President

cc: North Tonawanda Fire Department
Attn: Chief Joseph Sikora

1241 Strad Avenue N Tonawanda NY 14120 (716) 695-3923

RECEIVED
CITY CLERK'S OFFICE
2023 MAR 24 AM 10:09
NORTH TONAWANDA NY

Lori Swartz

From: Donna Braun
Sent: Wednesday, February 15, 2023 10:06 AM
To: Lori Swartz
Subject: FW: Fundraising Dates

Donna Braun
City of North Tonawanda
City/Clerk Treasurer
dbraun@northtonawanda.org
716 695-8555 ext 2101

From: activehose2@yahoo.com <activehose2@yahoo.com>
Sent: Wednesday, February 15, 2023 9:06 AM
To: Donna Braun <DBraun@northtonawanda.org>
Cc: Adam Van Hise <arvh33@gmail.com>
Subject: Fundraising Dates

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Donna,
Hope all is well. Just passing on our fundraising dates that we have planned.

Chowder Sale
January 28
February 25
March 25
April 22
September 23
October 28
November 18

We are hoping to host a meat raffle this year but do not have a set date.

If you need anything else please let us know.

Thank you
Christie

[Sent from Yahoo Mail for iPhone](#)

CONFIDENTIALITY NOTICE: This e-mail and its attachments (collectively referred to as "e-mail") may contain confidential information that is privileged and protected from disclosure by Federal and State confidentiality laws, rules or regulations including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). This e-mail is intended for the designated addressee only. If you are not the designated addressee, you are hereby notified that any

RECEIVED
CITY CLERK'S OFFICE

2023 FEB 15 PM 1:25
NORTH TONAWANDA NY

COLUMBIA HOOK & LADDER CO., NO. 1, INC.

P.O. Box 357 North Tonawanda, New York 14120-0357



Established 1876

Jan. 3, 2023

Honorable Austin Tylec, Mayor
Honorable Common Council
North Tonawanda City Hall
216 Payne Ave.
North Tonawanda, NY 14120

RECEIVED
CITY CLERK'S OFFICE
2023 JAN 4 AM 9:40
NORTH TONAWANDA NY

Re: Year 2023 Fundraiser Authorization

Dear Mayor & Council:

The members of Columbia Hook & Ladder Co. No. 1 volunteer fire company request authorization to conduct fundraising events during Year 2023 for the benefit of the Fire Company.

We expect Chowder Sale fundraisers Feb. 4th, March 4th, April 1st, May 6th, Oct. 7th, Nov. 4th, and Dec. 2nd.

We also expect to sponsor a sugar waffle trailer and a Greek food tent at Canal Fest of the Tonawandas in July, if it is held; proceeds of this activity come to our Hall.

We also rent out our Hall for small events such as birthday parties, bridal showers, small wedding receptions, funeral luncheons, and similar. Often these rentals are on short notice.

Receipts from fund raising are used to pay insurance premiums, hall maintenance, repairs in the building, and upgrades as needed.

Respectfully yours,
COLUMBIA HOOK & LADDER CO. No. 1, INC.

A handwritten signature in blue ink, appearing to read "David L. Evans". The signature is fluid and cursive.

David L. Evans
Recording Secretary

LIVE HOSE CO. NO. 4

71 VANDERVOORT STREET
NORTH TONAWANDA, NEW YORK 14120
Est. July 18, 1887



To: Honorable Mayor & Common Council

The following is a List of the 2023 Officers of the Live Hose Volunteer Fire Co. #4, along with a list of our 2023 fund raising events.

Sincerely

A handwritten signature in blue ink that reads "David C. Maziarz".

*David C. Maziarz
President Live Hose Volunteer Fire Co. #4*

CC: Joseph D. Sikora, Fire Chief

2023 Officers

President: David C. Maziarz
525 Orchard Place
North Tonawanda, NY 14120
716-471-2744

V. President: Ed Ammerman
Stenzil Street
North Tonawanda, NY 14120
716-693-3428

Treasurer: Fred Ammerman
Miller Street
North Tonawanda, NY 14120

Secretary: Lori Kunselman
Stenzil Street
North Tonawanda, NY 14120

Financial Sec: Ea Petito
64 Rumbold Ave
North Tonawanda, NY 14120

Chaplin: Dave Gauda
Robinson Street
North Tonawanda, NY 14120

2023 JAN 12 PM 12:59
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

Events for the 2023 calendar year

Meat Raffles (May)?
Canal Fest (July)?
November Meat Raffles (No Date set)
Hall Rentals (None booked at this time)

January 17, 2023

North Tonawanda City Clerk

216 Payne Ave.

N. Tonawanda, NY 14120

Re: Gratwick Hose Fundraisers

The Gratwick Hose Company Inc. will be running the following fundraisers throughout the calendar year 2023:

Fish Fry: 17 Occasions on Fridays between January and December

Chowder Sales: 9 Occasions between January and December

Outside Catering Events: Various occasions between May and September

Inside Catering Events: Various occasions between January and December

Sincerely,

Robert N. Brennan

President

RECEIVED
CITY CLERK'S OFFICE

2023 JAN 17 AM 9:01
NORTH TONAWANDA NY

Sweeney Hose Company, Inc. No. 7

125 YEARS OF DEDICATION AND SERVICE 1894-2019

P.O. BOX 30 • 499 ZIMMERMAN STREET • 716-694-0777 • NORTH TONAWANDA, NEW YORK 14120-0030



February 12, 2023

North Tonawanda City Hall
Attn: NT Common Council
C.C. Chief Joe Sikora
216 Payne Ave
North Tonawanda, NY 14120

Re: Fundraising 2023

Dear Honorable Council,

The Sweeney Hose Company #7 requests permission to conduct the following assorted fundraising events for the calendar year 2023:

Friday Fish Fry dinners	8 Fridays (February 17 th to April 7 th)
Ash Wednesday Fish Fry dinner	February 22 nd
Canal Fest Beer Tent	One week in July
Hall Rentals	Throughout the year
Chowder sale	up to 10 events throughout the year
Dyngus Day parade beer tent	April 10 th
Leather helmet raffle	April to June

Sincerely,

Raymond Dworzanski
Sweeney Hose Company Secretary

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CITY CLERK'S OFFICE

2023 FEB 17 AM 9:40
NORTH TONAWANDA NY



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

IV.1

March 27, 2023

APR 04 2023

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

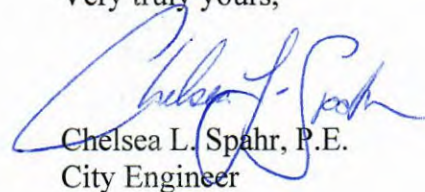
Re: Bike Path Extension to Empire State Trail Project
C&S Agreement Amendment No. 3
Additional Construction Inspection Services

Honorable Body:

Due to construction delays on the Bike Path Extension to the Empire State Trail Project, an additional 2 weeks of onsite inspection was needed from our design consultant C&S Companies. This additional cost will be drawn from the existing grants the City has to fund this project.

I therefore recommend, that the Common Council authorize the Mayor to sign the enclosed supplemental agreement to amend the current contract to include the additional construction inspection needed with C&S Companies, 141 Elm Street, Suite 100, Buffalo, NY 14203; in the amount of \$9,500; subject to review by the City Attorney.

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file, w/encls
Laura Wilson, Director of Community Development. w/encls
Edward A Zebulske III, City Attorney, w/encls
Mark Zellner, Superintendent of Public Works
Alex Domaradzki, Director of Parks, Recreation and Youth
Jeffery Zellner City Accountant
Dan Borcz, P.E., C&S Companies

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CITY CLERK'S OFFICE

2023 MAR 28 AM 8:45
NORTH TONAWANDA NY



C&S Companies
141 Elm Street, Suite 100
Buffalo, NY 14203
p: (716) 847-1630
f: (716) 847-1454
www.cscos.com

March 24, 2023

Mrs. Chelsea Spahr
City Engineer
City of North Tonawanda Engineering Department
216 Payne Avenue
North Tonawanda, NY 14120

Re: Bike Path Connection to the Empire State Trail
PIN 5763.51
Supplemental Agreement 02 Proposal

Dear Chelsea;

Attached please find our proposed fee for the additional construction inspection services required to complete the Bike Path Connection to the Empire State Trail project. Unfortunately 4th Generation Construction progressed much slower than anticipated, leading to an additional two (2) weeks onsite for our inspection team.

The total supplemental requested is \$9,500. I appreciate your understanding that these costs are justified and allowing this request for extra compensation.

Please do not hesitate to contact me if you need additional information to complete this process.

Very truly yours,

C&S ENGINEERS, INC.

Daniel T. Borcz, P.E.
WNY Transportation Dept. Manager

Accepted this _____ day of _____, 2023

By: _____
Austin Tylec
Mayor, City of North Tonawanda

Job Title	ASCE(A) or NICET(N) Grade	Current Year Ave. Hourly Rate (8/20)	Project Mid- Point Ave. Hourly Rate (8/21)	Current Year Max. Hourly Rate (2020)	Project Year Max. Hourly Rate (2021)	Overtime Category
Department Manager	VII (A)	\$63.50	\$65.41	\$67.50	\$69.53	B
Chief Engineer	VI (A)	\$55.48	\$57.14	\$59.00	\$60.77	B
Managing Engineer	VI (A)	\$55.54	\$57.21	\$68.00	\$70.04	B
Senior Project Engineer	V (A)	\$46.63	\$48.03	\$51.50	\$53.05	B
Project Engineer	IV (A)	\$38.78	\$39.94	\$41.50	\$42.75	B
Engineer	III (A)	\$33.92	\$34.94	\$40.00	\$41.20	B
Staff Engineer	I/II (A)	\$30.32	\$31.23	\$33.00	\$33.99	B
CADD Operator	III (N)	\$24.00	\$24.72	\$24.00	\$24.72	B
Senior Construction Supervisor	IV (N)	\$68.75	\$70.81	\$73.50	\$75.71	B
Construction Supervisor	IV (N)	\$50.00	\$51.50	\$50.00	\$51.50	B
Resident Engineer	IV (N)	\$45.77	\$47.14	\$51.00	\$52.53	B
Chief Inspector	III (N)	\$40.13	\$41.33	\$46.00	\$47.38	B
Office Engineer	III (N)	\$46.40	\$47.79	\$46.80	\$48.20	B
Inspector	II (N)	\$33.07	\$34.06	\$40.00	\$41.20	B
Senior Technical Administrator	N/A	\$27.72	\$28.55	\$35.00	\$36.05	B

Hourly rates shall not exceed those shown above or the current NYSDOT

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Exhibit B
Staffing Table - Construction Inspection
Bikeway Connection to Riverway Trail
P.I.N. 5763.51
City of North Tonawanda

NAME	TITLE	MIDPT RATE	PRE CON	AUG	2022 SEPT	OCT	POST CONS	TOTAL HOURS	LABOR COST	OT COST
Construction Phase										
					XX					
Construction Supervisor	IV (N)	\$51.50	0	0	0	0	0	0	0	\$0
Resident Engineer	IV (N)	\$47.14	0	0	80	0	0	80	\$3,771	\$0
Chief Inspector	III (N)	\$41.33	0	0	0	0	0	0	\$0	\$0
Office Engineer	III (N)	\$47.79	0	0	0	0	0	0	\$0	\$0
Inspector	II (N)	\$34.06	0	0	0	0	0	0	\$0	\$0
Senior Technical Administrator	N/A	\$28.55	0	0	0	0	0	0	\$0	\$0
							LABOR		\$3,771	\$0

Exhibit C
Direct Non-Salary Cost Estimate - Construction Inspection

Bikeway Connection to Riverway Trail
P.I.N. 5763.51
City of North Tonawanda

1. On-Job Travel	\$0
2. Insurance	\$0
3. Expendable Supplies	\$0
4. Communication	\$0
5. Postage, Mailings	\$0
TOTAL DIRECT NON-SALARY COST	\$0

Exhibit C
Subcontractor Cost Estimate

Bikeway Connection to Riverway Trail
P.I.N. 5763.51
City of North Tonawanda

Material Testing

<u>Item</u>	<u>Unit Cost</u>	<u>No.</u>	<u>Total</u>
Soil & Concrete Testing	\$600 /day	0	\$0
Soils Lab Technician	\$500 /day	0	\$0
Cylinder Breaks	\$20 ea	0	\$0
Asphalt Technician	\$600 /day	0	\$0
Total			\$0

Exhibit D
Summary

Bikeway Connection to Riverway Trail
P.I.N. 5763.51
City of North Tonawanda

		Additional Const. Inspection
Item IA, Direct Technical Salaries (Estimated, Subject to Audit)		<u>\$3,771.45</u>
Item IB, Direct Technical Salaries Premium Portion of Overtime (Estimated, Subject to Audit)		<u>\$0</u>
Item IIA, Direct Non-Salary Cost (Estimated, Subject to Audit)		<u>\$0</u>
Item IIB, Direct Non-Salary Cost Sub-Contractor Cost (Estimated, Subject to Audit)		<u>\$0</u>
Item III, Overhead (Estimated, Subject to Audit)	131% (field)	<u>\$4,940.60</u>
Item IV, Fixed Fee (Negotiated) On Items IA, IB, IIA & III	12%	<u>\$1,045</u>
Item II, Direct Non-Salary Cost Sub-Consultant Cost (Estimated, Subject to Audit)		<u>\$0</u>
Total Estimated Cost		\$9,757
Maximum Amount Payable (combined)		\$9,500



**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

March 29, 2023

14.2
APR 04 2023

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

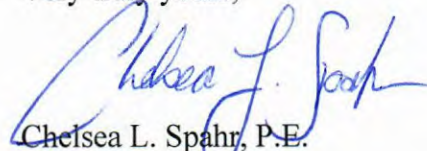
**Re: Bike Path Connection to Empire State Trail
City of North Tonawanda, Niagara County
PIN 5763.51
Project No. 2019-03
Final Project Acceptance**

Dear Honorable Body:

Approval of Change Order No. 1, the project balancing change order, and final acceptance of the PIN 5763.51 Bike Path Connection to the Empire State Trail Project is hereby requested. The change order is a deduct change order. Attached is the change order showing the balancing of unit price quantities at the end of the project.

Accordingly, I respectfully request that the Common Council approve the deduct Change Order No. 1 for the Bike Path Connection to the Empire State Trail Project in the amount of \$30,112.13 with 4th Generation Construction, Inc., 5650 Simmons Avenue, Niagara Falls, New York 14304; decreasing the contract amount from \$535,111.00; to the final contract amount of \$504,998.87; authorizing the Mayor to sign said change order. Further, that the Common Council accept this project as complete and approve the final payment subject to review by the City Attorney.

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

CLS:tjs

Cc: file
Edward Zebulske, City Attorney
Mark Zellner, Superintendent DPW
Jeffery Zellner, City Accountant
Dan Borez, PE, C&S Companies
Camil Pachucki, 4th Generation

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CITY CLERK'S OFFICE

2023 MAR 30 AM 8:51
NORTH TONAWANDA NY



C&S Companies
Change Order Details
BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Description PROJECT #: 823003001
PIN #: 5763.51
LOCAL PROJECT NO: 2019-03

Prime Contractor 4TH GENERATION CONSTRUCTION INC
5650 SIMMONS AVE
NIAGARA FALLS, NY 14304

Change Order 7

Status Approved

Date Created 02/15/2023

Summary Balancing Change Order for Final Payment

Change Order Description Balancing Change Order for Final Payment

Awarded Project Amount \$535,111.00

Authorized Project Amount \$535,111.00

Change Order Amount -\$30,112.13

Revised Project Amount \$504,998.87

Change Order Details:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised
				Quantity	Amount	Quantity
				Quantity	Amount	Amount

Section: 1 - Description

0010	203.02	CY	\$29,000	705,000	\$20,445.00	-224,190	-\$6,501.51	480,810	\$13,943.49
------	--------	----	----------	---------	-------------	----------	-------------	---------	-------------

UNCLASSIFIED EXCAVATION AND DISPOSAL:

Reason: Balancing Change Order

Funding Details

	ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	BASE	705,000	\$20,445.00	-224,190	-\$6,501.51	480,810	\$13,943.49		
0020	203.24010017	TON	\$26,000	360,000	\$9,360.00	-202,580	-\$5,267.08	157,420	\$4,092.92

SHOULDER BACKUP MATERIAL:

Reason: Balancing Change Order

Funding Details

	ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	BASE	360,000	\$9,360.00	-202,580	-\$5,267.08	157,420	\$4,092.92		
0050	402.000014	QU	\$80,000	37,000	\$2,960.00	-37,000	-\$2,960.00	0,000	\$0.00

PLANT PRODUCTION QUALITY ADJUSTMENTS TO HMA ITEMS

Reason: Balancing Change Order

Change Order Details:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised
				Quantity	Quantity	Quantity
				Amount	Amount	Amount

Funding Details						
	ALT 1		\$0.00	0.000	0.000	\$0.00
	BASE		\$2,960.00	-37.000	-\$2,960.00	\$0.00
0060	402.098304	TON	\$105.000	640.000	-28.120	\$64,247.40

Reason: Balancing Change Order

Funding Details						
	ALT 1		\$0.00	0.000	0.000	\$0.00
	BASE		\$67,200.00	-28.120	-\$2,952.60	\$64,247.40
0080	402.378904	TON	\$172.000	15.000	-3.160	\$2,036.48

Reason: Balancing Change Order

Funding Details						
	ALT 1		\$0.00	0.000	0.000	\$0.00
	BASE		\$2,580.00	-3.160	-\$543.52	\$2,036.48
0090	407.0102	GAL	\$4.000	1,160.000	-75.500	\$4,338.00

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised			
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Funding Details									
			ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			BASE	20.000	\$14,500.00	-2.140	-\$1,551.50	17.860	\$12,948.50
0140	608.01010002	SF	\$14.000	485.000	\$6,790.00	-122.450	-\$1,714.30	362.550	\$5,075.70

Reason: Balancing Change Order

Funding Details									
			ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			BASE	485.000	\$6,790.00	-122.450	-\$1,714.30	362.550	\$5,075.70
0150	608.01050405	SF	\$7.500	645.000	\$4,837.50	-227.640	-\$1,707.30	417.360	\$3,130.20

4" THICK CURB RAMP:

Reason: Balancing Change Order

Funding Details									
			ALT 1	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			BASE	645.000	\$4,837.50	-227.640	-\$1,707.30	417.360	\$3,130.20
0160	608.02010015	CY	\$68.000	15.000	\$1,020.00	-2.160	-\$146.88	12.840	\$873.12

UNCLASSIFIED EXCAVATION AND DISPOSAL UNDER CURB RAMPS

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised	
				Quantity	Amount	Quantity	Amount

Funding Details									
0200	609,0401	LF	ALT 1	0.000	\$0.00	0.000	\$0.00		
			BASE	6.700	\$4,154.00	-4.480	-\$2,777.60	2.220	\$1,376.40
CAST-IN-PLACE CONCRETE CURB TYPE VF150:				230.000	\$22,770.00	-2.000	-\$198.00	228.000	\$22,572.00

Reason: Balancing Change Order

Funding Details									
0230	610.19	MGAL	ALT 1	0.000	\$0.00	0.000	\$0.00		
			BASE	230.000	\$22,770.00	-2.000	-\$198.00	228.000	\$22,572.00
WATERING VEGETATION:				9.000	\$900.00	-9.000	-\$900.00	0.000	\$0.00

Reason: Balancing Change Order

Funding Details									
0310	619.04	EACH	ALT 1	0.000	\$0.00	0.000	\$0.00		
			BASE	9.000	\$900.00	-9.000	-\$900.00	0.000	\$0.00
TYPE III CONSTRUCTION BARRICADE:				24.000	\$768.00	-16.000	-\$512.00	8.000	\$256.00

Reason: Balancing Change Order

Change Order Details:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised	
				Quantity	Amount	Quantity	Amount

Funding Details							
	ALT 1		\$0.00	0.000	\$0.00	0.000	\$0.00
	BASE		\$768.00	-16.000	-\$512.00	8.000	\$256.00

0340 627.50140008 LF \$4.500 255.000 \$1,147.50 -30.000 -\$135.00 225.000 \$1,012.50
 CUTTING PAVEMENT:
 Reason: Balancing Change Order

Funding Details							
	ALT 1		\$0.00	0.000	\$0.00	0.000	\$0.00
	BASE		\$1,147.50	-30.000	-\$135.00	225.000	\$1,012.50

0350 635.0103 LF \$1.000 910.000 \$910.00 -269.500 -\$269.50 640.500 \$640.50
 CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES:
 Reason: Balancing Change Order

Funding Details							
	ALT 1		\$0.00	0.000	\$0.00	0.000	\$0.00
	BASE		\$910.00	-269.500	-\$269.50	640.500	\$640.50

0370 637.34 DC \$1.000 1,500.000 \$1,500.00 -1,500.000 -\$1,500.00 0.000 \$0.00
 OFFICE TECHNOLOGY AND SUPPLIES:
 Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised	
				Quantity	Amount	Quantity	Amount

Funding Details										
0380	640.20	LF	\$0.700	2,910,000	\$2,037.00	-1,659,500	-\$1,161.65	1,250,500	\$875.35	
WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILLS										

Reason: Balancing Change Order

Funding Details										
0390	640.21	LF	\$0.700	1,110,000	\$777.00	-21,000	-\$14.70	1,089,000	\$762.30	
YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILLS:										

Reason: Balancing Change Order

Funding Details										
0570	680.730514	LF	\$4,000	1,330,000	\$5,320.00	-89,000	-\$356.00	1,241,000	\$4,964.00	
SIGNAL CABLE 5 CONDUCTORS, 14 AWG:										

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised	
				Quantity	Amount	Quantity	Amount
0680	680.95020615	LF	\$7.500	29.000	\$217.50	0.000	\$0.00
SERVICE CABLE 2 CONDUCTOR, NO. 06 AWG.							

Reason: Balancing Change Order

Funding Details								
			Current	Change	Revised			
			Quantity	Amount	Quantity	Amount	Quantity	Amount
0700	697.03	DC	\$1.000	5,732.100	-\$5,732.10	0.000	\$0.00	
FIELD CHANGE PAYMENT:								

Reason: Balancing Change Order

Funding Details								
			Current	Change	Revised			
			Quantity	Amount	Quantity	Amount	Quantity	Amount
26 items			Totals	\$189,702.60	-\$39,768.54		\$149,934.06	

Change Order Details:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0790	950.1601	EACH	1.000	\$9,656.410	\$9,656.41
SIGNS (SECTIONS 645,647): Niagara Co Greenway Sign					
Funding Details					
1 item		BASE	1.000	\$9,656.410	\$9,656.41
					Total: \$9,656.41

Funding Summary

Fund Package	Original Amount	Authorized Amount	Authorized Change	Revised Amount
BASE	\$508,451.00	\$508,451.00	-\$30,112.13	\$478,338.87
ALT 1	\$26,660.00	\$26,660.00	\$0.00	\$26,660.00
2 fund packages	\$535,111.00	\$535,111.00	-\$30,112.13	\$504,998.87

Attachments

Document	Name	Description	Submission Date
Item_950.1601_Niagara_Co_Greenway_Sign.pdf	Item 950.1601 Niagara Co Greenway Sign.pdf		02/15/2023 01:47 PM EST
1 attachment			

Change Order Details:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

R. T. B.

2/16/2023

RESIDENT ENGINEER - C&S ENGINEERS, INC.

Justine Janni

CONTRACTOR: 4th Generation Construction Inc.

SPONSOR: City of North Tonawanda



C&S Companies
 Detailed Payment
 BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Description
 PROJECT #: 823003001
 PIN #: 5763.51
 LOCAL PROJECT NO: 2019-03

Payment Number 6
Pay Period 10/25/2022 to 01/21/2023

Prime Contractor
 4TH GENERATION CONSTRUCTION INC
 5650 SIMMONS AVE
 NIAGARA FALLS, NY 14304

Payment Status Pending
Awarded Project Amount \$535,111.00
Authorized Amount \$504,998.87

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Paid To Date Quantity	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	203.02	CY	\$29,000	480.810	0.000	480.810	480.810	480.810	\$0.00	\$13,943.49
UNCLASSIFIED EXCAVATION AND DISPOSAL										

Detailed Payment:
 BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	203.24010017	TON	\$26,000	157.420	0.000	157.420	157.420	157.420	\$0.00	\$4,092.92
SHOULDER BACKUP MATERIAL										
0030	206.03	LF	\$52,000	270.000	0.000	270.000	270.000	270.000	\$0.00	\$14,040.00
CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION										
0040	304.12	CY	\$63,000	254.190	0.000	254.190	254.190	254.190	\$0.00	\$16,013.97
SUBBASE COURSE, TYPE 2										
0050	402.000014	QU	\$80,000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANT PRODUCTION QUALITY ADJUSTMENTS TO HMA ITEMS										
0060	402.098304	TON	\$105,000	611.880	0.000	611.880	611.880	611.880	\$0.00	\$64,247.40
9.5 F3 Top Course HMA, 80 Series Compaction										
0070	402.198904	TON	\$130,000	82.880	0.000	82.880	82.880	82.880	\$0.00	\$10,774.40
19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION										
0080	402.378904	TON	\$172,000	11.840	0.000	11.840	11.840	11.840	\$0.00	\$2,036.48
37.5 F9 BASE COARSE HMA, 80 SERIES COMPACTION										
0090	407.0102	GAL	\$4,000	1,084.500	0.000	1,084.500	1,084.500	1,084.500	\$0.00	\$4,338.00
DILUTED TACK COAT										
0100	490.30	SY	\$6,700	2,983.740	0.000	2,983.740	2,983.740	2,983.740	\$0.00	\$19,991.06
MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE										
0110	520.60900002	LF	\$40,000	31.000	0.000	31.000	31.000	31.000	\$0.00	\$1,240.00
SAWCUTTING CURB										

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0120	601.04020011	SF	\$4.700	1,000.000	0.000	1,000.000	1,000.000	1,000.000	\$0.00	\$4,700.00
METHYL METHACRYLATE COLOR SURFACE TREATMENT FOR PAVEMENTS										
0130	608.0101	CY	\$725.000	17.860	0.000	17.860	17.860	17.860	\$0.00	\$12,948.50
CONCRETE SIDEWALKS AND DRIVEWAYS										
0140	608.01010002	SF	\$14.000	362.550	0.000	362.550	362.550	362.550	\$0.00	\$5,075.70
CONCRETE SIDEWALK, AMERICANS WITH DISABILITIES ACT										
0150	608.01050405	SF	\$7.500	417.360	0.000	417.360	417.360	417.360	\$0.00	\$3,130.20
4" THICK CURB RAMP										
0160	608.02010015	CY	\$68.000	12.840	0.000	12.840	12.840	12.840	\$0.00	\$873.12
UNCLASSIFIED EXCAVATION AND DISPOSAL UNDER CURB RAMPS										
0170	608.020102	TON	\$180.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS										
0180	608.02020015	CY	\$110.000	7.720	0.000	7.720	7.720	7.720	\$0.00	\$849.20
OPTIONAL TYPE SUBBASE COURSE UNDER CURB RAMPS										
0190	608.21	SY	\$620.000	2.220	0.000	2.220	2.220	2.220	\$0.00	\$1,376.40
CAST IRON EMBEDDED DETECTABLE WARNING UNITS										
0200	609.0401	LF	\$99.000	228.000	0.000	228.000	228.000	228.000	\$0.00	\$22,572.00
CAST-IN-PLACE CONCRETE CURB TYPE VF150										
0210	610.0501	LB	\$4.000	6.000	0.000	6.000	6.000	6.000	\$0.00	\$24.00
FERTILIZER										

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0220	610.1101	CY	\$90,000	6,000	0,000	6,000	6,000	6,000	\$0.00	\$540,00
MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDED BARK										
0230	610.19	MGAL	\$100,000	0,000	0,000	0,000	0,000	0,000	\$0.00	\$0.00
WATERING VEGETATION										
0240	611.0151	EACH	\$850,000	10,000	0,000	10,000	10,000	10,000	\$0.00	\$8,500,00
PLANTING - MAJOR DECIDUOUS TREES - 2 INCH CALIPER BALL & BURLAP, FIELD POTTED OR FIELD BOXED										
0250	611.0421	EACH	\$99,000	15,000	0,000	15,000	15,000	15,000	\$0.00	\$1,485,00
PLANTING DECIDUOUS SHRUBS - 15 INCH HEIGHT/SPREAD BALL & BURLAP, FIELD POTTED OR FIELD BOXED										
0260	611.19010024	EACH	\$260,000	10,000	10,000	0,000	10,000	10,000	\$2,600,00	\$2,600,00
POST PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES										
0270	611.19040024	EACH	\$38,000	15,000	15,000	0,000	15,000	15,000	\$570,00	\$570,00
POST PLANTING CARE WITH REPLACEMENT - DECIDUOUS SHRUBS										
0280	615.08010005	EACH	\$3,700,000	3,000	0,000	3,000	3,000	3,000	\$0.00	\$11,100,00
BENCH, TYPE 01										
0290	615.99060104	EACH	\$180,000	85,000	0,000	85,000	85,000	85,000	\$0.00	\$15,300,00
LANDSCAPE BOULDERS, TYPE 1										
0300	619.01	LS	\$13,000,000	1,000	0,000	1,000	1,000	1,000	\$0.00	\$13,000,00
BASIC WORK ZONE TRAFFIC CONTROL										
0310	619.04	EACH	\$32,000	8,000	0,000	8,000	8,000	8,000	\$0.00	\$256,00
TYPE III CONSTRUCTION BARRICADE										

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0320	619.1611	INTM	\$150,000	3,000	0.000	3,000	3,000	3,000	\$0.00	\$450.00
MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT A)										
0330	625.01	LS	\$5,000,000	1,000	0.000	1,000	1,000	1,000	\$0.00	\$5,000.00
SURVEY OPERATIONS										
0340	627.50140008	LF	\$4,500	225,000	0.000	225,000	225,000	225,000	\$0.00	\$1,012.50
CUTTING PAVEMENT										
0350	635.0103	LF	\$1,000	640,500	0.000	640,500	640,500	640,500	\$0.00	\$640.50
CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES										
0360	637.11	MNTH	\$2,800,000	4,000	0.000	4,000	4,000	4,000	\$0.00	\$11,200.00
ENGINEER'S FIELD OFFICE - TYPE 1										
0370	637.34	DC	\$1,000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
OFFICE TECHNOLOGY AND SUPPLIES										
0380	640.20	LF	\$0,700	1,250,500	0.000	1,250,500	1,250,500	1,250,500	\$0.00	\$875.35
WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILLS										
0390	640.21	LF	\$0,700	1,089,000	0.000	1,089,000	1,089,000	1,089,000	\$0.00	\$762.30
YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILLS										
0400	645.5101	SF	\$36,000	20,300	0.000	20,300	20,300	20,300	\$0.00	\$730.80
GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS										
0410	645.5102	SF	\$38,000	66,100	0.000	66,100	66,100	66,100	\$0.00	\$2,511.80
GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS										

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Paid To Date Quantity	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0420	645.5202	SF	\$40,000	58,800	0,000	58,800	58,800	58,800	\$0.00	\$2,352.00
GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING										
0430	645.73000001	EACH	\$5,820,000	10,000	10,000	0,000	10,000	10,000	\$58,200.00	\$58,200.00
ORNAMENTAL SIGN										
0440	645.81	EACH	\$195,000	24,000	0,000	24,000	24,000	24,000	\$0.00	\$4,680.00
TYPE A SIGN POSTS										
0450	645.81090003	EACH	\$95,000	6,000	0,000	6,000	6,000	6,000	\$0.00	\$570.00
RETROREFLECTIVE SIGN POST STRIP										
0460	645.85	EACH	\$175,000	2,000	0,000	2,000	2,000	2,000	\$0.00	\$350.00
POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED)										
0470	646.41	EACH	\$100,000	14,000	0,000	14,000	14,000	14,000	\$0.00	\$1,400.00
FLEXIBLE DELINEATOR, SINGLE UNIT, BACK TO BACK, ON FLEXIBLE POST										
0480	647.31	EACH	\$150,000	2,000	0,000	2,000	2,000	2,000	\$0.00	\$300.00
RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)										
0490	647.51	EACH	\$25,000	3,000	0,000	3,000	3,000	3,000	\$0.00	\$75.00
REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)										
0500	647.61	EACH	\$45,000	2,000	0,000	2,000	2,000	2,000	\$0.00	\$90.00
REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN AND FOUNDATIONS SIZE I (UNDER 30 SF)										
0510	665.10000011	EACH	\$2,500,000	1,000	0,000	1,000	1,000	1,000	\$0.00	\$2,500.00
FURNISH AND INSTALL BOLLARDS										

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0520	680.5001	CY	\$650,000	3.200	0.000	3.200	3.200	3.200	\$0.00	\$2,080.00
POLE EXCAVATION AND CONCRETE FOUNDATION										
0530	680.510301	EACH	\$1,700,000	5.000	0.000	5.000	5.000	5.000	\$0.00	\$8,500.00
PULLBOX-CIRCULAR, 24 INCH DIAMETER, REINFORCED CONCRETE										
0540	680.520506	LF	\$18,000	108,000	0.000	108,000	108,000	108,000	\$0.00	\$1,944.00
TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 2"										
0550	680.520508	LF	\$23,000	176,000	0.000	176,000	176,000	176,000	\$0.00	\$4,048.00
TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 3"										
0560	680.6710	EACH	\$1,600,000	6,000	0.000	6,000	6,000	6,000	\$0.00	\$9,600.00
TRAFFIC SIGNAL POLE-POST TOP MOUNT 10 FEET MOUNTING HEIGHT										
0570	680.730514	LF	\$4,000	1,241,000	0.000	1,241,000	1,241,000	1,241,000	\$0.00	\$4,964.00
SIGNAL CABLE 5 CONDUCTORS, 14 AWG										
0580	680.77000105	ELOC	\$5,500,000	1,000	0.000	1,000	1,000	1,000	\$0.00	\$5,500.00
MODIFY TRAFFIC SIGNAL INSTALLATION, LOCATION 1										
0590	680.79000105	ELOC	\$2,700,000	1,000	0.000	1,000	1,000	1,000	\$0.00	\$2,700.00
REMOVE TRAFFIC SIGNAL INSTALLATION LOCATION 1										
0600	680.80149305	EACH	\$15,000,000	1,000	0.000	1,000	1,000	1,000	\$0.00	\$15,000.00
NEMA TS 2 SOLID STATE MENU DRIVEN ACTUATED TRAFFIC SIGNAL CONTROLLER AND CABINET										
0610	680.813105	EACH	\$180,000	8,000	0.000	8,000	8,000	8,000	\$0.00	\$1,440.00
PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLS LED										

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0620	680.813106	EACH	\$260.000	16.000	0.000	16.000	16.000	16.000	\$0.00	\$4,160.00
PEDESTRIAN SIGNAL SECTION - POLYCARBONATE, TYPE I, 12 INCH										
0630	680.81330010	EACH	\$900.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$7,200.00
AUDIBLE PEDESTRIAN SIGNAL										
0640	680.8142	EACH	\$300.000	6.000	0.000	6.000	6.000	6.000	\$0.00	\$1,800.00
PEDESTRIAN SIGNAL POST TOP MOUNT ASSEMBLY										
0650	680.81500010	EACH	\$240.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$1,920.00
PEDESTRIAN COUNT-DOWN TIMER MODULE										
0660	680.90920001	EACH	\$1,100.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ELECTRIC METER SOCKET, 100 AMPERES, SINGLE PHASE, 120 VOLT FOR TRAFFIC SIGNAL INSTALLATIONS										
0670	680.94997008	EACH	\$1,600.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,600.00
FURNISH AND INSTALL ELECTRICAL DISCONNECT GENERATOR TRANSFER SWITCH										
0680	680.95020615	LF	\$7.500	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SERVICE CABLE 2 CONDUCTOR, NO. 06 AWG										
0690	685.14	EACH	\$625.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$2,500.00
WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILLS										
0700	697.03	DC	\$1.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FIELD CHANGE PAYMENT										
0710	698.04	DC	\$1.000	10,497.340	0.000	10,497.340	10,497.340	10,497.340	\$0.00	\$10,497.34
ASPHALT PRICE ADJUSTMENT										

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0720	698.05	DC	\$1,000	3,809.510	0.000	3,809.510	3,809.510	3,809.510	\$0.00	\$3,809.51
FUEL PRICE ADJUSTMENT										
0730	699.040001	LS	\$18,900.400	1.000	0.000	1.000	1.000	1.000	\$0.00	\$18,900.40
MOBILIZATION										
0740	680.940101AL	EACH	\$26,660.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$26,660.00
VIDEO IMAGING VEHICLE DETECTION SYSTEM, 1 CAMERA										
0770	950.1301	LS	\$7,598.560	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,598.56
TRAFFIC SIGNALS (SECTION 680)										
0780	950.1302	LS	\$3,602.560	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,602.56
TRAFFIC SIGNALS (SECTION 680)										
0790	950.1601	EACH	\$9,656.410	1.000	1.000	0.000	1.000	1.000	\$9,656.41	\$9,656.41
SIGNS (SECTIONS 645,647): Niagara Co Greenway Sign										
Section Totals:									\$71,026.41	\$504,998.87
Total Payments:									\$71,026.41	\$504,998.87

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

Summary

Current Approved Work:	\$71,026.41	Approved Work To Date:	\$504,998.87
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$0.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$71,026.41	Payments To Date:	\$504,998.87
Previous Payment:	\$72,529.09	Previous Payments To Date:	\$433,972.46

Funding Details

ALT 1:	\$0.00	ALT 1 To Date:	\$26,660.00
BASE:	\$71,026.41	BASE To Date:	\$478,338.87
Current Payment:	\$71,026.41	Payments To Date:	\$504,998.87

Detailed Payment:

BIKE PATH CONNECTION TO THE EMPIRE STATE TRAIL

[Handwritten Signature]

2/16/2023

RESIDENT ENGINEER - C&S ENGINEERS, INC.

Kristine Yanni

CONTRACTOR: 4th Generation Construction Inc.

SPONSOR: City of North Tonawanda



CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120

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

Fax: (716) 389-3351

E-mail: JKoepsell@northtonawanda.org



APR 04 2023

Jason W. Koepsell
Superintendent

March 30, 2023

Honorable Mayor Austin Tylec and Common Council
216 Payne Ave. – City Hall
North Tonawanda, NY 14120

RE: Award of Bid for Chlorine Supply at the Water and Wastewater Treatment Plants

Honorable Body:

On February 28, 2023 bids were received and opened for Chlorine Supply services at the Water and Wastewater Treatment Plants.

Based upon the one bid that was received, I recommend that JCI Jones Chemical Inc, 100 Sunny Sol Blvd, Caledonia NY be awarded the one (1) year contract at their bid price of \$2,653 / ton cylinder. This award is contingent on approval from the City Attorney.

Also attached is a chlorine price increase letter from JCI. They will be increasing our price to 2,718.00/ ton cylinder effective April 6th, 2023 contingent on council approval.

Please contact me if you have any question or concerns regarding this Bid Award. Thank you for your time and consideration of my request.

2023 MAR 30 PM 12:15
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Very truly yours,

Jason W. Koepsell

Jason W. Koepsell,
Superintendent Water / Wastewater



490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

March 6, 2023

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is increasing on schedule and off schedule price of chlorine by \$65.00 per short ton in the U.S. and by CAD \$97.00 per metric ton in Canada.

Your account manager will be in contact with you to answer any questions you may have regarding this price announcement.

Thank you for your business. We appreciate the confidence you have placed in Olin as your supplier.

Sincerely,

Pedro Dias Jorge
Business Director – Vinyls, Chlorine & HCl
Olin Chlor Alkali Products and Vinyls



March 7, 2023

**PLEASE SIGN AND RETURN BY 3/14/23
TO AVOID POSSIBLE SHIPMENT DELAYS**

City of North Tonawanda

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective **April 6th, 2023** your Chlorine price must increase to **\$2,718.00 per ton**. All other terms & conditions will remain the same. Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to caledonia@jcichem.com or return via fax to (585) 538-2316.

Accepted by: _____ Date: _____

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint William T. Krumm

Surety Bond Number: Bid Bond
Obligee: City of North Tonawanda

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316826
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 28, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

JCI Jones Chemicals Inc.
100 Sunny Sol Boulevard
Caledonia, NY 14423

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889
Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of North Tonawanda
216 Payne Avenue
North Tonawanda, NY 14120

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


WATER AND WASTEWATER TREATMENT CHEMICALS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of February, 2023



(Witness) MELISSA SHEFFER

JCI Jones Chemicals Inc.

(Principal) (Seal)

By:  DEBORAH STELLA

(Title) SALES COORDINATOR



(Witness) Karen Socha

Federal Insurance Company

(Surety) (Seal)

By: 

(Title) William T. Krumm Attorney-in-Fact





Payment Instructions: ACH and Wire

BANK: Bank OZK
8300 Douglas Ave- Suite 810
Dallas, TX 75225
Ray Dunavant: (214) 750-4800

BENEFICIARY: JCI Jones Chemicals Inc

ACCOUNT #: 2804444623

ACCOUNT TYPE: Checking

ACH ROUTING #: 082907273

WIRE ROUTING #: 082907273

Please email payment remittance advice to ar@jcichem.com.

Should you have any questions please contact our Accounts Receivable department using the email address above.

Thank you!

JCI Jones Chemicals, Inc

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • telephone: 941.330.1537 • facsimile: 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
Report Reference MH18026-20020719
Issue Date 2014-APRIL-16

Issued to: JCI JONES CHEMICALS INC
1765 RINGLING BLVD
SARASOTA FL 34236



This is to certify that DRINKING WATER TREATMENT CHEMICALS
representative samples of Sunny Sol® Chlorine

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 60 - Drinking Water Treatment Chemicals -
Health Effects

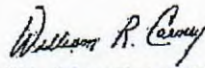
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.



William R. Carney, Director, North American Certification Programs

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus





February 10, 2023

City of North Tonawanda
Attn: Jason Koepsell
216 Payne Ave.
Lockport, NY 14094
North Tonawanda, NY 14120

Dear Jason,

AFFIDAVIT OF COMPLIANCE

CHLORINE

JCI Jones Chemicals, Inc. hereby guarantees that the chlorine comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Liquefied Chlorine, AWWA B301-18.

We believe the above certification holds true until such a time as the AWWA Standard for Liquefied Chlorine is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

JCI JONES CHEMICALS, INC.

A handwritten signature in blue ink that reads 'Deborah Stella'.

Deborah Stella
Sales Coordinator



**JCI Jones Chemicals, Inc.
Consent to Shareholder Action**

January 10, 2023

I, the undersigned shareholder, being the holder of all shares of stock of the above company now outstanding, hereby resolve as follows:

1. **Debbie Stella**, Office Manager
2. **Tim Gaffney**, Vice President

are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

A handwritten signature in blue ink, appearing to read 'J. Jones', is written above a horizontal line.

Jeffrey W. Jones, C.E.O. & President

Attest:

A handwritten signature in blue ink, appearing to read 'Summer Mello', is written above a horizontal line.

Summer Mello, Vice President



BID ADDENDUM

1. The chlorine Producers have declared Force Majeure a combined eleven times since 2021. Chlorine supply remains on strict allocation. In September 2022, all chlorine shipments in the nation were halted for a week, and were behind schedule for several more, due to the threat of a rail strike.

JCI has no control over raw material supply or its transportation, and we must ensure that we are not penalized should we be rendered unable to deliver by any disrupting event beyond our control.

Therefore, JCI must respectfully insist on including the following Force Majeure clause, or one of your choosing that is approved by JCI, as a term of our bid and any related contract that may be issued.

FORCE MAJEURE: JCI Jones Chemicals shall not be responsible for damages or delays caused by Force Majeure nor other events beyond its control and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God.

Please note that Force Majeure is of no relation to pricing- it is supply related only. JCI's pricing and price terms will always remain as-bid regardless of Force Majeure status.

2. JCI's payment terms are Net 30 days.



BID COVER LETTER

Dear Customer,

JCI is certainly aware of the significant increases in the cost of chlorine, caustic soda, and bleach that have been levied upon customers due to the ongoing global disruption in raw material supply. Customer concerns are fully understood. It is particularly important that our customers, and those requesting product pricing, understand that these price increases are “pass-throughs” of the cost amounts the “ECU” (chlorine and caustic soda) Producers have raised JCI. Beginning in Q2 of 2021, the ECU Producers have continued to raise the cost of the above products every quarter. They are not providing firm pricing, and will not negotiate. The information JCI has been provided is these increases will continue throughout 2023 & 2024.

In addition to these increases, the Producers have also declared Force Majeure, and have placed product on allocation and order control. Regardless, JCI is confident all customers will receive the products they require, especially for Water Treatment Facilities.

JCI must emphasize that the ECU Producers have total exclusive control of the costs of raw material chlorine and caustic soda (bleach), and of the allocated amounts delivered to JCI. The other significant increases in costs of business JCI continues to incur, including packaging chlorine in containers, manufacturing bleach, transportation, wages and benefits, insurance, etc. have not been associated with the quarterly price increases.

It remains JCI’s hope that as in the past 93 years of business, our customers will trust JCI to do our level best to provide products and services to all our customers.

Sincerely,

JCI Jones Chemicals, Inc.

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • telephone: 941.330.1537 • facsimile: 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

CITY OF NORTH TONAWANDA, NEW YORK

REQUEST FOR BIDS FOR

WATER AND WASTEWATER TREATMENT CHEMICALS

Bids on items as specified herein will be accepted at City Hall, 216 Payne Ave, North Tonawanda, NY 14120 until 11:00AM, and opened at 11:00AM on February 28, 2023

All bids are subject to delivery and must state when delivery can be made as stated herein. All deliveries will be started by 7AM and completed no later than 3PM unless emergency authorization is approved.

Delivery employee must follow all plant safety protocols onsite.

The City of North Tonawanda reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities.

Payment for each shipment will be made upon receipt of merchandise that meets above specifications and upon return of bidder's invoice together with properly executed City purchase order/voucher.

Each proposal must be accompanied by a certified check, cash, or bid bond in the amount of ten percent (10%) of the total bid.

Specifications

1. For item #1 on the attached price sheet, be advised that all chlorine delivered in one ton cylinders, must meet the AWWA B301-92 standard or the latest standard from the AWWA and be certified ANSI/NSF Standard 60 for water treatment use. No cylinder deposit will be paid. Ton cylinders must be delivered on a flatbed truck with operational lift gate. Contractor must provide gaskets for safe and direct connection of the one ton cylinder to the permanent feed line available for gaseous chlorination. All ton cylinders must contain a new, intact seal, have clearly defined tare weights and serial numbers on the tanks as well as a new, legible paper tag attached to the container.

Delivery Locations

City of North Tonawanda

Wastewater Treatment Plant

830 River Rd

North Tonawanda, NY 14120

(Items #1)

City of North Tonawanda

Water Treatment Plant

1 Archer St

North Tonawanda, NY 14120

(Items #1)

PROPOSAL FOR ONE TON CHLORINE CYLINDERS

I (We) the undersigned propose to furnish the North Tonawanda Water Treatment Plant AND North Tonawanda Wastewater Treatment Plant with a supply of one ton Chlorine cylinders, according to the attached specifications and in conformance with all bidding requirements contained therein.

The bid prices quoted herein including delivery to the North Tonawanda Water Treatment Plant and North Tonawanda Wastewater Treatment Plant are to be firm prices. Escalator clauses or other conditions will not be considered and will negate the bid.

Contract Length:	One (1) Year
QUANTITY:	One Year's Supply – 240 one ton cylinders more or less
DESCRIPTION:	One ton Chlorine cylinders
UNIT PRICE:	\$ <u>2,653.00/TON *</u>
TOTAL PRICE:	\$ <u>636,720.00</u>

* PRICE IS SUBJECT TO CHANGE UPON 30 DAYS WRITTEN NOTICE.

Total bid amount in words for one (1) year contract:

Price Sheet

Item #	Quantity	Size/Unit	Item Name	Unit Price
1	240	One Ton Cylinders	Chlorine	\$2,653.00/TON *

* PRICE IS SUBJECT TO CHANGE UPON 30 DAYS WRITTEN NOTICE.

BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM

This form must be completed in ink, be typed or be computer generated, be clearly legible and be signed and dated with either blue or black ink.
Failure to do this may result in rejection

I/We, the undersigned, herewith propose and agree to furnish the City of North Tonawanda and one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the in the specifications

Company Name: JCI JONES CHEMICALS, INC.

Company Address: 100 SUNNY SOL BLVD., CALEDONIA, NY 14423

Bidder Signature: Deborah Stella
DEBORAH STELLA

Title: SALES COORDINATOR

Date: 2/17/23

Phone Number: 585-538-2314

Bid Security – 10% of the Total Bid: \$63,672.00

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

APR 04 2023

March 30, 2023

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

Dear Honorable Body:

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

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated April 4th, 2023, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2023 MAR 30 AM 11:54
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

XVII.

Donna

March 20, 2023

APR 04 2023

Donna Braun

City Clerk/Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

The March 2023 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1800 hours. Roll call showed the following members present: R. Frank, J. Sikora, M. Meisenburg, D. Grinnell, N. Ferguson. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

- 1.) Joyce Santiago (Mayor's Office) received a complaint about children crossing the street in front of Matt's Music on Oliver Street. The committee has worked with the owner of Matt's Music (Kathy Carr) for the last several years to make the front of her business as safe as possible. There have been several things changed and added which include cross walks, no parking signs, brighter crosswalk signs and a caution sign in the middle of the road. The committee also came up with ideas of a traffic light at the intersection of Oliver Street and 15th Avenue, blinking lights on each side of the street at the crosswalk, and placing the pickoff/dropoff spot on 15th Avenue. These ideas were denied for different reasons which are in prior Traffic Safety minutes. The committee also believes that the parents of the children that go to Matt's Music need to share some responsibility and make sure that their child walks across the street safely. The committee is open to other traffic safety ideas in front of the business.
- 2.) Pete Fiala requested a stop sign at the corner of 12th Avenue and Gilmore Avenue. There was a traffic study done of this intersection in May of 2021 which showed that the intersection did not need a stop sign. The committee started to monitor this intersection again and will continue to gather data on the intersection over the next month. This request will be discussed further in next months traffic meeting after the committee gathers more information.
- 3.) A request came in from an unknown citizen to remove the stop sign at Vanderbilt Avenue and Tanglewood Drive. The committee has no other information to why this citizen would like this stop sign taken down. At this time, we believe it is in the best interest of the neighborhood to leave the stop sign up with the North Tonawanda Intermediate School down the street. The committee will monitor this intersection with the traffic officer.
- 4.) In the February Traffic Safety meeting it was requested that "No Parking" signs be placed on the north end of Sweeney Street between Webster Street and Manhattan Street. These signs were requested by Fire Chief Sikora and DPW Supervisor Zellner as neither

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2023 MAR 23 PM 1:05
NORTH TONAWANDA NY

department could get their larger trucks down Sweeney Street safely. This is due to the new bike/walking path delineators that were installed. This request was granted through the common council. Member Meisenburg will install the new "No Parking" signs.

5.) Member Meisenburg informed the committee that the new cameras are working well at the intersections of Nash Rd/Walck Rd, Erie Ave/Walck Rd, and Erie Ave/Zimmerman Street.

6.) Member Ferguson advised the committee that he found some North Tonawanda City codes in section 96 that are no longer relevant and asked that we look at them and possibly remove them from the section. These codes will be forwarded to the Mayors Office and Common Council to look at.

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

Travel safely, Robert J. Frank



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

XXV, 1

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

APR 04 2023

March 23, 2023

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

Dear Sirs,

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

Respectfully Submitted,

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

Keith T. Glass
Chief of Police

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

KTG/as

2023 MAR 23 AM 11:02
NORTH TONAWANDA NY

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

CRIMINAL

Complaints received and investigated	65
Complaints cleared by arrest or exceptional clearance	21
Complaints ruled unfounded	0
Number of males arrested	11
under 18:	1
over 18:	11
Number of females arrested	3
under 18:	0
over 18:	3
Arrests for other authorities	0
Failure to Appear/Violation of Probation Warrant Arrests	11
Above complaints cleared by J.A.B.	7
Complaints cleared by J.A.B. from previous months	1

TRAFFIC

Traffic summonses issued	410
DWI arrests	8
Parking tags issued	102

MISCELLANEOUS

Miscellaneous service	1,978
Incident reports	90
Vehicle accidents	40
Vehicle accidents (fatal)	0
Vehicle stops	434
Police escorts	1
Prisoner meals	0
Mug shots taken	31
Fingerprints taken	31
Persons missing and located	1
Automobiles stolen	2
Automobiles recovered	1
Automobiles recovered for other authorities	0
Record check fees	\$120.00
Photocopy fees	\$6.00
Fingerprint fees	\$0.00
Fines collected	\$60,529.00
Value of property damaged	\$5,593.00
Value of property stolen	\$38,711.21
Value of property recovered	\$23,472.88

Respectfully submitted,



Keith T. Glass
Chief of Police

KTG/as

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

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	1	1	
ALL OTHER OFFENSES	5	1	
ARSON	0	0	
BURGLARY	4	0	
COERCION	1	0	
CRIMINAL MISCHIEF	6	2	
CRIM POSS WEAPON	3	2	
DIS CON/HARASS	14	10	
DRUG OFFENSES	2	0	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	11	11	
FORGERY	2	0	
FRAUD (ID THEFT)	5	1	
LARCENY	10	2	
LEAVING THE SCENE	4	0	
MURDER	0	0	
RAPE	0	0	
ROBBERY	1	0	
SEXUAL OFFENSES	3	0	
SIMPLE ASSAULT	0	0	
STOLEN PROPERTY	2	1	
UNAUTH USE M/V	2	1	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		0	
TOTALS	76	32	0
# OF ABOVE COMPLAINTS CLEARED BY JAB		7	
# CLEARED BY JAB FROM PREV MONTHS		1	

V & T REPORT FOR THE MONTH OF FEBRUARY 2023

TRAFFIC INFRACTIONS:	
SPEEDING	202
REDLIGHT VIOLATION	18
STOP SIGN VIOLATION	8
NO REGISTRATION	9
NO LICENSE	10
FAULTY EQUIPMENT	21
NO INSPECTION	22
FAILED TO YIELD RIGHT OF WAY	2
SEAT BEAT VIOLATION	5
NO INSURANCE	4
LICENSE PLATE VIOLATION	5
IMPROPER TURN	4
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	1
FAILED TO KEEP RIGHT	0
LEAVING SCENE OF INCIDENT	0
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	0
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	1
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	1
UNSAFE BACKING	2
MISCELLANEOUS	<u>30</u>
TOTAL	345

TRAFFIC MISDEMEANORS:	
DWI	12
OPERATING WHLE REGIS. SUSPENDED/REVOKED	8
AGGRAVATED UNLICENSED OPER 3RD	19
AGGRAVATED UNLICENSED OPER 2ND	4
RECKLESS DRIVING	1
LEAVING SCENE INJURY ACCIDENT	0
DISPLAY FORGED CERTIFICATE W/O INSPECTION	0
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	0
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	10
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	0
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	<u>1</u>
TOTAL	55

TRAFFIC FELONIES:	
AGGRAVATED UNLICENSED OPERATION 1ST	0
AGGRAVATED DWI/CHILD IN VEHICLE	0
OPERATE MV .08 OF 1% OR MORE ALC-PRIOR CONV DESIG	0
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	0
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	0
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	<u>0</u>
TOTAL	0

FINES:	(CITY IMPOSED)	
	TRAFFIC	\$54,824.00
	PENAL LAW	\$0.00
	CITY ORDINANCE	\$0.00
	BAIL FORFEITURE	\$0.00
	PARKING TAGS	<u>\$5,705.00</u>
	TOTAL	\$60,529.00

MUG SHOTS: 31 PARKING TAGS: 112 MEAL TICKETS: 69



LIVE HOSE CO. NO. 4

CFO. A.

71 VANDERVOORT STREET
NORTH TONAWANDA, NEW YORK 14120
Est. July 18, 1887



APR 04 2023

March 16, 2023

Honorable Mayor & Common Council
C/O City Clerk Treasurer
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120

Re: Volunteer Firefighter Exemption

Dear Mayor & Council

The Live Hose Volunteer Fire Company No. 4, Inc., respectfully request 50-year exemption be granted to the following members:

- George D. Maziarz Joined Live Hose – February 7, 1972
- Fred Ammerman Joined Live Hose - July 2, 1972
- Edward Ammerman Joined Live Hose - December 4, 1972

Sincerely,
Live Hose Vol. Co. No. 4

David C. Maziarz
President

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2023 MAR 17 PM 1:44
NORTH TONAWANDA NY



**NIAGARA COUNTY
DEPARTMENT OF SOCIAL
SERVICES
OFFICE OF THE YOUTH**

CFD. B.
Niagara Falls Office
P.O. Box 865
301 Tenth Street
Niagara Falls, NY
14302-0865

APR 04 2023

March 28, 2023

Dear North Tonawanda City Council,

Last year, we had an amazing turnout at Gratwick Riverside Park for our annual Kidz 'N' Kites event. This year we would be honored to return the program to this beautiful location for our monumental 25th Annual event.

Our kite flying festival is sponsored by the Niagara County Department of Social Services, in conjunction with the Niagara County Youth Bureau and various youth serving agencies.

This program brings together children and their families, providing the first 500 children in attendance with a FREE t-shirt, hot dog lunch, kite and giveaways. In order to provide this event free of charge to participants, we look to the business community for assistance in obtaining prizes to be awarded to the youth participating.

We are hopeful that North Tonawanda would consider being a partner for this year's event and waive permit fees for the shelters at Gratwick Riverside Park. Please contact (716) 278-6872 or email Benjamin.Bunker@niagaracounty.com for any questions or sponsorship opportunities. Thank you for your consideration.

Sincerely,
Benjamin Bunker
Youth Bureau Director

2023 MAR 28 AM 10:39
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

CFD.C.

In Good Company Productions
P.O. Box 25
Tonawanda, NY 14150
716-408-7678

APR 04 2023

To: Alex Domaradzki and North Tonawanda City Council

From: In Good Company Productions

Hello,

We are writing to you to request use of the Raymond Klimek Veterans Park Bandshell for our 2023 Summer Shows again this year. We tried our new format last year at the park and it was extremely successful and surpassed our expectations.

In Good Company Productions is a free children's community theater group. We charge nothing to participants, families, or audience members. We are a 501C Non-profit organization. In Good Company is an all-inclusive theater group. We never turn away any children. We are proud to accept participants of all ages and abilities.

Started in 2004, we have produced summer shows every year – Except during the pandemic. Last summer we changed the format to a week long day time rehearsal schedule with 3 performances the following week. We would love to use Raymond Klimek Veterans Park again this year.

We are requesting use of the Park and Stage from 9am-3pm Monday July 24- Friday July 28, 2023 for rehearsals. Followed by 3 performances on the Bandshell Stage at 7pm on Monday July 31, Tuesday August 1, and Wednesday August 2. We would need power from 6pm-9pm for show nights only.

We operate on an All Volunteer basis and keep our theater group going by fundraising as needed. We are asking for any fees that would normally be charged can be waived for our project this summer.

If approved, we will be happy to send you a certificate of liability listing the City of North Tonawanda as additional insured.

Thank you for your consideration and we look forward to hearing from you. If you need any additional information please contact Melissa Durfey at 716-408-7678 or ingoodcompanyproductions@yahoo.com

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2023 MAR 28 AM 10:39
NORTH TONAWANDA NY

Melissa Durfey
President
In Good Company Productions

CFO. D.

March 14, 2023

APR 04 2023

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

Dear Honorable Body,

The City of North Tonawanda Waterfront Commission is proposing the attached updates to the group's bylaws, which add specificity on the Commission's purpose, structure, and meeting details. We request that the Council review and if the language is acceptable, approve the updates. The Commission will vote on them once we have received your approval. Please don't hesitate to reach out with any questions or comments. Thank you.

Sincerely,



Emily Root
Waterfront Commission Member
Emily.kate.root@gmail.com

2023 MAR 15 AM 8:36
NORTH TONAWANDA NY

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BYLAWS OF NORTH TONAWANDA WATERFRONT COMMISSION

ARTICLE I - NAME, PURPOSE

Section 1: The name of the organization shall be North Tonawanda Waterfront Commission.

Section 2: The North Tonawanda Waterfront Commission works cooperatively with City officials, departments, and other relevant stakeholders to develop and facilitate the implementation of events and improvements around our community's significant waterfront resources. This includes community cleanup events, planning initiatives, public access improvements, environmental improvements, and economic development efforts. The Commission also works with other City committees and boards to review and guide waterfront revitalization activities.

ARTICLE II - ANNUAL MEETING

Section 1: Annual Meeting. The Annual Meeting shall take place on the first regular monthly meeting date of the calendar year, set by the Commission Members.

Section 2: Purpose. The Annual Meeting shall be held to elect the officers of the Task Force by two-thirds vote. Only members appointed by the Mayor may serve in officer roles.

Section 3: Special Meetings. Special meetings may be called by the Chair of the Commission.

Section 4: Notice. Notice of the annual meeting shall be given to each voting member, by mail, or email within 7 days of the meeting.

Section 5: Continue To Serve. If an annual meeting is not conducted and/or is unable to take place, the officers then in office continue to serve on the board until successors have been formally elected.

ARTICLE III - TASK FORCE COMMITTEE & MEMBERS

Section 1: Role, Size, Compensation. The Commission shall consist of appointed members by the Mayor. The Commission acts as an advisory board to the common council and Mayor. The Commission acts as an advisory committee to the Mayor and City Officials, and will review and weigh in on all proposed improvements within the Local Waterfront Revitalization Plan Boundary and/or projects that take place on public lands adjacent to a waterway to assist in promoting excellence in the design, development, and protection of the City's waterfront. The Commission shall vote on items before formally submitting them to the Common Council for review and approval. Items may include, but are not limited to; requests to hold events, opinions on matters, recommendations, etc. The membership size shall be no larger than 9 members, but no smaller than 5. The Commission Members receive no compensation.

Section 2: Meetings. The Commission shall meet each month at a date, time & place agreed on by the members. Meetings may be rescheduled if necessary, Virtual meetings are also allowed if the Commission deems necessary.

Section 3: Terms. Terms will be two years for all appointed members until removed by the Mayor, terminated by excess absences, or by their own written resignation.

Section 4: Quorum. A quorum must be attended by two-thirds of Commission members before business can be transacted or motions made or passed.

Section 5: Voting. Only members appointed by the Mayor may have the ability to vote. Each member shall be entitled to one vote on each matter submitted for a vote at a meeting.

Section 6: Notice. An official meeting requires that each member have written notice within a reasonable amount of time, preferably 48 Hours.

Section 7: Officers and Duties. There shall be three officers of the Commission consisting of a Chair, Vice Chair, and Secretary. Their duties are as follows:

The Chair shall convene regularly scheduled Commission meetings, shall preside or arrange for other members of the Commission to preside at each meeting in the following order: Vice-Chair, and Secretary.

The Secretary shall be responsible for keeping records of Commission actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each member (as requested), and assuring that records are maintained.

Section 8: Vacancies. When a vacancy on the Commission exists, nominations for new members may be received from present members by the Secretary two weeks in advance of a regular meeting. These nominations shall be sent out to sitting members with the regular meeting announcement and shall be voted on at the next meeting. The vote will serve as a recommendation to the Mayor for his/her final approval & appointment.

Section 9: Resignation, Termination and Absences. Resignation from the Commission must be in writing and received by the Secretary. A member shall be dropped for excess absences from the Task Force if s/he has three absences from meetings in a calendar year per The North Tonawanda Attendance Policy. A written notice will be sent to the Mayor by one of the elected officers.

Section 10: Special Meetings. Special meetings of the Commission shall be called upon the request of the Chair or one-third of the Commission. Notices of special meetings shall be sent out by the Secretary to each member within a reasonable amount of time.

ARTICLE IV - SUBCOMMITTEES

Section 1: The Commission may create subcommittees as needed, such as hosting community events, researching topics, etc. The Board will vote on the creation of subcommittees. and if the majority approves it a subcommittee will be created. Subcommittee members may choose a chair as they see fit. The subcommittee will report to the entire Commission at the following meeting.

ARTICLE V - AMENDMENTS

Section 1: These Bylaws may be amended when necessary by a two-thirds majority of the Commission Members. Proposed amendments must be submitted to the Secretary to be sent out with regular Board announcements and must be approved by the Common Council.

These Bylaws were approved at a meeting of the Waterfront Commission on
_____, 2023.