

MATTHEW L. PARISH
City Clerk-Treasurer
mattparish@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

August 1, 2019

The following meetings have been scheduled for TUESDAY, AUGUST 6, 2019:

6:15PM Common Council - Re: Agenda Discussion

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

Respectfully submitted,



**Matthew L. Parish
City Clerk-Treasurer**

**TO: Honorable Mayor & Common Council
President Zadzilka
Aldermen Braun, Berube, Pecoraro, Tylec**

FROM: Matthew L. Parish, City Clerk-Treasurer

RE: Agenda for regular session TUESDAY, AUGUST 6, 2019 6:30PM

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

COMMUNICATIONS FROM CITY OFFICIALS


II.1 Attorney	-	Re: Approval of Location Agreement between the City of North Tonawanda and Paramount Pictures Corp.
II.2 Attorney	-	Re: Approval of Carnegie Art Center – Proposed Rental Agreement and Proposed Rules for Caterers, Contractors and Vendors
V. Supt. Water/Wastewater	-	Re: Approval of Change Order No.1 Wastewater Treatment Plant Ferric Chloride System Replacement
VII.1 Accountant	-	Re: Payment of the Abstract of Claims Dated August 6, 2019
VII.2 Accountant	-	Re: Budgetary Transfer – for a new Raw Sludge Pump, Main Building Roof Repair and Parks Operations
VII.3 Accountant	-	Re: Approval of the 2018 Year End Financial Statements and Single Audit, NYSDOT Single Audit Report, and Deferred Compensation Plan Financial Statements
XX. Code Enforcement	-	Re: Approval to amend City Code Chapter 69 Plumbing §69-36 Area and Yard Drainage; Downspouts and Sump Pumps

.1 Police Department .2 City Clerk-Treasurer

.1 Police Department

<p>A. Platter's Chocolate</p>	<p>-</p>	<p>Re: Permission to host their Annual Platter's Chocolates Spongefest 5K Race on Saturday September 21, 2019</p>
<p>B. Carnegie Art Center</p>	<p>-</p>	<p>Re: Permission to host "Uncork your Creativity" fundraiser September 14, 2019, on the adjoining lawn of the Carnegie Art Center</p>
<p>C. Nor-Ton Red Jackets</p>	<p>-</p>	<p>Re: Permission to waive the permit fee for their new backup generator install at Don Miller Park</p>

Respectfully submitted,



Matthew L. Parish
City Clerk-Treasurer

City of North Tonawanda

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

LUKE A. BROWN
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

AUG 06 2019

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

July 26, 2019

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

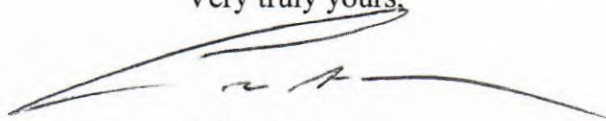
Re: Location Agreement Between the City of North Tonawanda and
Paramount Pictures Corp.

Dear Honorable Body:

Attached hereto is a proposed Location Agreement between the City of North Tonawanda and Paramount Pictures Corporation to film a motion picture at Stenzil field between September 3, 2019 and September 13, 2019. This agreement only covers the fee for renting the field and a separate agreement will be negotiated for any other expenses (police, fire, dpw, etc.) as we move forward.

Considering the above, I am requesting that the Common Council pass a resolution approving the attached

Very truly yours,



Luke A. Brown
City Attorney

RECEIVED
CITY CLERK'S OFFICE
2019 JUL 26 PM 12:06
NORTH TONAWANDA NY

LOCATION AGREEMENT

This agreement ("Agreement") is entered into effective as of July 3, 2019 by City of North Tonawanda, NY ("Licensor") whose address is: 216 Payne Avenue, North Tonawanda, NY 14120 and Paramount Pictures Corporation ("Company") whose address is: 5555 Melrose Avenue, Los Angeles, California 90038, Attn: Motion Picture Legal, in connection with the motion picture currently entitled "A QUIET PLACE 2" (the "Picture").

1. Rights Granted: Licensor hereby grants to Company, its employees, agents, contractors and suppliers, and such other parties as it may authorize or designate, the right to enter and use the property located at Stenzil Street Baseball Field, 183 Stenzil Street, North Tonawanda (the "Property") for the purpose of filming scenes of the Picture, which permission includes access to and from the Property, including the interiors and exteriors thereof, the right to bring and utilize thereon personnel, personal property, material and equipment, the right to photograph and make sound recordings on the Property, including the furniture, fixtures and other contents (and the right to rearrange same), the right to use any names, verbiage, address, trademarks, logos, signs and identifying features located on the Property, the right to replicate all or portions of the Property at a separate location, the right to refer to the Property or any part thereof by any fictitious name and/or to attribute any fictitious events as occurring thereon, and the right to otherwise do all things reasonably necessary to carry out the production of the Picture.

2. Results and Proceeds: Company shall be the exclusive author, owner and copyright proprietor of all the photography, sound recordings and filmed materials ("Results and Proceeds") relating to Company's use of the Property, and Company may exploit, distribute and use all such Results and Proceeds in any manner, including, without limitation, in any films, programs, advertising, marketing, publicity, promotions or other materials, throughout the universe in perpetuity, in any and all media now known or hereafter devised. Licensor on its own behalf and on behalf of any person or entity having any interest in the Property or any materials located on the Property hereby waives any claims they may have in connection with the use of the Results and Proceeds by Company including, without limitation, claims relating to rights of privacy, rights of publicity, defamation, copyright infringement or trademark infringement. Company shall have the right to assign, transfer and/or grant all or any part of its rights in the Results and Proceeds to any person or entity. Nothing contained in this Agreement shall be construed as obligating Company to actually use the Property or the Results and Proceeds in or in connection with the Picture or in any other manner whatsoever.

3. Term: Access to the Property is granted for 11 day(s), commencing on or about September 3, 2019, and ending on or about September 13, 2019 (the "Term"). If Company needs to change the dates of the Term due to weather conditions, a force majeure event and/or a change in the production schedule, no additional payment shall be due Licensor, provided that there is no increase in the total number of days of the Term. If additional days are necessary before or after the dates of the Term (which additional days need not be consecutive to the Term), Licensor agrees to make the Property available to Company at a mutually agreeable time (which shall not be delayed or unreasonably withheld) in return for additional payment of a prorated amount of the Location Fee (as defined below). Company may at any time prior to commencement of or during the Term elect not to use the Property, in which case neither party shall have any further obligations hereunder and Licensor shall promptly return to Company all unaccrued sums previously paid to Licensor hereunder, if any.

4. Location Fee: In full consideration for use of the Property, Company will pay to Licensor the total "flat" sum of Five Thousand Dollars (\$ 5,000.00) ["Location Fee"]. Licensor acknowledges and confirms that the Location Fee constitutes adequate and sufficient consideration for all rights granted herein, and for any inconvenience that may be caused by Company's filming of a motion picture on and around the Property and surrounding area.

5. Use and Repairs: Company agrees to leave the Property in as good order as when received by Company, reasonable wear and tear excepted. Licensor shall submit a written list notifying Company of all claimed damage to the Property within three (3) business days following the date that Company vacates the Property, and Licensor shall permit Company to inspect the alleged damage, if any. Provided that Company timely receives a written list of claimed damage and is afforded an opportunity to inspect same, Company shall repair any actual and verifiable damage to the Property directly caused by Company's use thereof (or shall arrange for the repairs to be made by contractors selected by Company), provided, however, that Company shall not be obligated to repair any damage to the Property caused by or contributed to by Licensor.

6. Licensor Representations and Warranties / Indemnity / Insurance: Licensor represents and warrants that Licensor is the owner (or the authorized agent of the owner) of the Property and has the full right and authority to enter into this Agreement, and that the consent of no other party is necessary to effectuate the full and complete permissions and grant of rights made by Licensor herein. Additionally, Licensor represents and warrants that the Property is in good working condition and has been properly maintained in accordance with all applicable laws and ordinances and all safety and other regulations. Licensor shall comply with the Viacom Supplier Compliance Policy, a copy of which can be found at viacom.com/culture. Licensor shall indemnify and otherwise hold Company and its parent, subsidiary, related, and affiliated companies and their officers, directors, agents and employees harmless from and against any and all claims, demands, liability, costs or expenses (including reasonable outside attorneys' fees) arising out of or related to Licensor's negligence or willful misconduct, any hidden or latent defect on the Property, and/or any breach of Licensor's representations, warranties or agreements hereunder.

Prior to the commencement of the Term, Licensor shall be required to carry and maintain Commercial General Liability Insurance, which shall include coverage for bodily injury, personal injury, third party property damage and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence. Company and its parent, subsidiary, related and affiliated companies, and their officers, directors, agents and employees, shall be named as additional insured on such policy with respect to claims that arise out of Licensor's negligence or willful misconduct. Such policy shall provide at least thirty (30) days written notice to Company before any modification or termination thereof, and the insurance carrier(s) for such policy shall have an A.M. Best Rating of A or better. Licensor shall provide Company with a Certificate of Insurance for such policy upon execution of this Agreement.

7. Company Indemnity / Insurance: Company agrees to indemnify and otherwise hold Licensor harmless from and against any and all damage to the Property directly caused by Company's use of the Property, except for such claims, demands, expenses or liabilities arising out of or related to Licensor's negligence or willful misconduct, any hidden or latent defect on the Property, and/or any breach of Licensor's representations, warranties and/or agreements hereunder.

Company agrees that Licensor shall be named as an additional insured on Company's Commercial General Liability Insurance, which Company represents has limits of liability of not less than \$1,000,000 per occurrence, with respect to claims that arise out of Company's negligence or willful misconduct, and shall provide Licensor a Certificate of Insurance for such policy upon execution of this Agreement.

8. Remedies: Licensor's sole remedy for a breach of this Agreement by Company shall be limited to an action at law for money damages, if any. Licensor shall not have the right to seek to enjoin, restrain or otherwise interfere with the production, distribution, exhibition or other exploitation of the Results and Proceeds, the Picture, or the advertising or publicity in connection therewith. In no event shall Licensor be entitled to incidental, consequential, special, or punitive damages.

9. APPLICABLE LAW: THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO AGREEMENTS OF THIS NATURE, AND LICENSOR HEREBY CONSENTS TO THE JURISDICTION OF SAID STATE.

10. Confidentiality: Licensor shall keep confidential all matters relating to the Picture (including, without limitation, the script, the plot, any elements thereof, any set design, props and effects, and activities of the cast and crew) and Company's business and production activities. Licensor agrees that Licensor shall not take any unauthorized pictures, still or moving, and shall not disclose to any person or entity (including, without limitation, to any member of the press, on blogs, or other social networks or websites) any confidential information. Licensor understands and agrees that all such information is strictly confidential and the taking or dissemination of any such confidential information shall constitute a material breach and will cause Company irreparable harm, not measurable in money.

11. Complete Understanding: This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings regarding the subject matter hereof and cannot be modified except by a writing signed by the parties. This Agreement may be signed in counterparts and transmitted via electronic mail and such electronic signature counterparts taken together shall constitute an original binding agreement.

AGREED AND ACCEPTED:

COMPANY:

LICENSOR:

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____
Title: _____

City of North Tonawanda

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

LUKE A. BROWN
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

II.2

AUG 06 2019

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

July 31, 2019

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

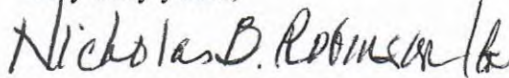
RE: Carnegie Art Center – Proposed Rental Agreement and
Proposed Rules for Caterers, Contractors and Vendors

Dear Honorable Body:

Attached, for your consideration, are two proposed documents to be used by the Carnegie Art Center when dealing with future rentals, caterers, contractors, and other vendors. These would offer standardization of the language for agreement(s) used by the Center when dealing with various outside groups using the facility.

Should your Honorable Body concur, please pass a resolution authorizing the use of these documents by the Carnegie Art Center for their future events, subject to any further review by the City Attorney.

Very truly yours,



Nicholas B. Robinson
Assistant City Attorney

NBRB/lk
Atts.

cc: Mathew L. Parish, City Clerk-Treasurer

RECEIVED
CITY CLERK'S OFFICE
2019 JUL 30 PM 1:34
NORTH TONAWANDA NY

RENTAL AGREEMENT
Carnegie Art Center (CAC)

This Rental Agreement is made as of the date set forth below, by and between the Tonawanda's Council on the Arts dba Carnegie Art Center ("CAC"), a non-profit organization, and _____ ("Renter") (collectively, the "Parties").

Renter desires to rent the Carnegie Art Center from the Tonawanda's Council on the Arts for _____ ("Event") on the following date and times:

From: _____:_____ on the day of _____, 20__

To: _____:_____ on the day of _____, 20__ (the "Rental Date").

Tonawanda's Council on the Arts is willing to rent the CAC to Renter subject to the terms and conditions set forth herein. Therefore, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. CAC RENTAL FEES AND DEPOSITS. Tonawanda's Council on the Arts will make the CAC available for Renter's use for the Event on the Rental Date for a base Rental Fee of \$_____. The Rental Fee includes the use of the CAC (including utilities) and hire of the CAC Building Manager for the Rental Date. By initialing below, Renter confirms the rental time frame and accepts and acknowledges the required fee/deposit/add-on charges:

	Fee	Deposit (Required to secure date)	Damage Deposit
Weekday Daytime & Sunday's (6 hours)			
_____ 9:30 a.m. – 3:30 p.m.	\$300	\$100	\$200
Evenings (Includes set-up & tear-down) (10 hours)			
_____ Evenings Monday – Thursday	\$450	\$200	\$500
_____ Friday evening			
_____ Saturday (all hours)			
_____ Sunday (all hours)	\$900.00	\$400	\$500

Add-on charge for additional Rental Date hours (beyond 10 hour rental) UNTIL 12 midnight: \$50 per hour

Renter agrees to make mutually satisfactory arrangements with the Building Manager for access to and use of the CAC during regular business hours for business pertaining to the Event. Renter acknowledges that the stated business hours are: WEDNESDAY: 6:00 – 8:00 PM; THURSDAY: 6:00 – 8:00 PM; FRIDAY: & Saturday from 12:00 – 4:00 PM.

Renter further acknowledges that a fee of \$50 per hour, with a 2-hour minimum, is required to be paid to CAC for access to and use of the Forum outside business hours.

Renter Initials _____

Photo Shoot Building & Grounds Fee

For brides renting the CAC, there is no charge for a photo shoot taking place during business hours.

For brides not renting the CAC, a \$50 fee applies to use the premises during business hours.

The use of the building and grounds for a photo shoot during non-business hours requires a two-hour minimum at the rate of \$100 per hour.

2. DAMAGE/CLEAN-UP DEPOSIT. Renter must pay to CAC a damage/cleanup deposit of \$500 three weeks prior to the Rental Date. Provided there are no damages to the premises or cleanup charges, the damage/cleanup deposit will be returned to the Renter within three weeks after the Rental Date. The determination of assessment of damages or cleanup costs is within the sole discretion of the CAC Manager and CAC Board of Directors.

3. RESERVATION CONFIRMATION, PAYMENT SCHEDULE AND CANCELLATION. In order to confirm and reserve the Rental Date, Renter must provide to CAC a deposit in the amount of \$_____, along with a signed copy of this Agreement. The Deposit will be applied to the total Rental Fee payable by Renter. The Deposit will be retained by CAC if notice of cancellation is not received by CAC in writing on or before 90 (ninety) days prior to the Rental Date. **The balance of the Rental Fee must be paid to 1cctthree weeks prior to the Rental Date in order to retain the reservation of the CAC.**

4. VACATION OF PREMISES. Renter agrees that the premises must be cleaned and vacated no later than 12 a.m. midnight (unless additional hours contracted.) All rental equipment shall be picked up after the Event unless otherwise arranged in advance with the CAC Building Manager. Renter must inform CAC Building Manager in advance if more than the contracted for time frame will be necessary.

5. RETURNED CHECKS. Renter will be charged a \$100 fee for checks that are returned to CAC.

6. RESTRICTIONS ON USE OF CAC. Under no circumstances may the CAC be used for the following: political events, children or teenage parties, or casino-style gambling.

Renter agrees that no unlawful use shall be made of the CAC, and agrees to comply with all ordinances of the City of North Tonawanda and any other governmental authority with respect to the rental of the CAC.

Renter will use only the wording, "Tonawanda's Council on the Arts" in connection with any event/function to be held at the CAC.

Renter agrees not to exceed the CAC's maximum capacity requirements of 180 persons.

Children must be supervised at all times. Renter agrees CAC is not responsible for any items left on the CAC premises after the event/function.

Renter Initials _____

7. RELEASES AND INDEMNIFICATION OF Tonawanda's Council on the Arts & the City of North Tonawanda. CAC is not responsible for damages or claims of any kind, whether to persons or to property, arising from negligent acts or incident to Renter's rental or occupancy of the CAC or arising during the rental or occupancy of the CAC, except those caused solely by the acts of CAC or its representatives. Renter agrees to indemnify, defend and hold harmless CAC, its members, officers, employees and agents from all such damages and claims of every kind.

CAC assumes no responsibility for failure of the plumbing, lighting, heating, and air conditioning systems to operate properly, and Renter hereby releases CAC from all damages or claims of every kind, which may result from such a failure.

Renter agrees to pay CAC on demand the cost of repair or replacement for any damage to any property, real or personal of the CAC, caused by Renter, any person attending the Event, or by any person other than representatives of CAC.

Renter agrees to abide by the City of North Tonawanda ordinance which requires all outdoor amplified music to be turned off by 10:00 p.m. Renter also agrees to abide by the City of North Tonawanda ordinance which may require Renter to lower the noise level during the Event.

8. ACCESS OF CAC REPRESENTATIVES. Renter agrees and understands that CAC retains the right through its representatives to enter upon and remain at the premises for any and all purposes and that at all times the Forum shall remain under the charge and control of CAC. Renter agrees that the Forum's Building Manager will be present at all times during the Event, and Renter expressly agrees and understands that the control of the temperature of the CAC shall at all times be under the supervision of the Building Manager. Renter further understands and agrees that the Building Manager is not expected to perform wait staff or any other services in connection with the Event.

9. NO SMOKING. Smoking is not allowed on the premises of the CAC with the exception of the designated smoking area in the parking lot.

10. ALCOHOL CONSUMPTION. Responsible alcoholic beverage service is the burden of the Renter/caterer/wedding planner/vendor. Neither CAC nor its members are responsible for negligent alcoholic beverage service, behavior or consumption.

No alcoholic beverages of any kind shall be served to minors.

In order to serve alcoholic beverages on the CAC premises, a NYSLA licensed beverage Service Company, restaurant, caterer or bar must provide all alcoholic beverages. These companies must provide certified bartenders, alcohol liability insurance, and a SLA temporary beverage permit for the specific event/function. The permit must be presented to the manager on duty prior to the event start or alcoholic beverage service will **NOT** be allowed.

Renter Initials _____

No alcoholic beverages may be consumed on the property without complying with the above stipulations.

11. DECORATIONS. An event design, including layout of seating, equipment, décor, entertainment and specialty lighting must be approved by the building manager at least 3 weeks prior to the Event.

Under no circumstances may any decorating materials be attached to any walls or the building or garden structures. Renter will not use or permit any nails or other things to be driven into any portion of the premises, nor any signs to be affixed either to the exterior or interior thereof, nor cause or permit any changes, alterations, repairs, painting, or signing of any part of the premises, equipment, or furnishings thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the Forum, its furnishings or equipment.

Upon the bride and groom's departure, real flowers or real flower petals are the only acceptable items that may be used for tossing, and this shall occur outside the front door of the Goundry Street entrance to the building. Under no circumstances will the use of bubbles, rice, glitter, confetti, fireworks or sparklers, birdseed or other seed be allowed during any Event. No casino-type gaming tables or machines of any variety either real or for entertainment may be brought onto the premises. If **any** of these terms are violated, it will result in the immediate and full loss of the damage deposit.

12. CAC APPROVED VENDORS. Renter agrees to hire only from CAC approved list of vendors/contractors/caterers.

13. RESPONSIBILITY FOR GUESTS. Renter is responsible for ensuring that their guests comply with the terms and conditions of this Agreement. The Building Manager of CAC shall have the right at all times to eject from its property any objectionable person or persons, and, in the event thereof, Renter hereby waives any and all claims against CAC as a result thereof.

14. NON-DISPARAGEMENT. Renter agrees not to orally or in writing disparage or comment negatively on CAC at any time.

I/We acknowledge that I/We have read and understand the foregoing Agreement, and the terms and conditions it contains, and by my/our signature(s) below, agree to all of the terms and conditions.

Renter's signature(s)

Date

Renter's address

Renter's email

Renter Initials _____

Renter’s telephone

Renter’s cell phone

Carnegie Art Center Manager

Date

RENTAL PAYMENTS/DEPOSITS

<u>Amount</u>	<u>Check</u>	<u>Date</u>	<u>Renter</u>	<u>ROGC</u>
Deposit_____	_____	_____	_____	_____
Balance_____	_____	_____	_____	_____
Damage Deposit_____	_____	_____	_____	_____

Renter Initials _____

Tonawanda's Council on the Arts dba Carnegie Arts Center
RULES FOR ALL CATERERS, CONTRACTORS AND VENDORS

Tonawandas Council on the Arts dba Carnegie Arts Center ("CAC") strives to provide an excellent environment for its clients and their guests while maintaining a functional, comfortable environment for the caterer, contractor, wedding planner and all vendors in which to work. All caterers, contractors, wedding planners and vendors must abide by the following terms and conditions. CAC reserves the right to permit or deny access to any vendor or contractor.

Please sign this form in the spaces provided to indicate your agreement to the following terms and conditions, which shall govern your use of the Carnegie Arts Center.

Access, Equipment and Rentals

- All deliveries and removal of equipment and supplies must be made through the designated areas and must be coordinated with the Building Manager.
- The building is open Wednesday and Thursday from 6:00pm – 8:00pm; Friday and Saturday: 12:00 – 4:00 PM. Deliveries must be scheduled during those time frames, unless the building manager specifically approves other arrangements in advance.
- Delivery and setup times must be coordinated at least 3 weeks in advance with the building manager.
- Deliveries may be accepted by the building manager at her discretion and stored in the designated location.
- All equipment and supplies must be removed immediately after the event, unless the building manager specifically approves other arrangements in advance.
- CAC staff does not inventory deliveries, and is not responsible for their return.
- The adjacent green terrace directly adjacent to the CAC, is the only place on the property that a tent may be erected.

Parking for Service Staff and Vendor Employees

- Service and other staff may park on the street in surrounding areas. No more than two (2) trucks may be parked in the back parking lot of the CAC during the event/function. Please direct all other staff to park their vehicles on the street.

Decorations/Materials

- The CAC must approve an event design, including layout of seating, equipment, décor, entertainment and specialty lighting at least 3 weeks prior to the event.

Caterer/Contractor/Wedding Planner/Vendor

Date

Page 1 of 7

- Under no circumstances may any decorating materials be attached to any walls of the building or any structures. Renter will not use or permit any nails or other things to be driven into any portion of the premises, nor any signs to be affixed either to the exterior or interior thereof, nor cause or permit any changes, alterations, repairs, painting, or signing of any part of the premises, equipment, or furnishings thereof, nor permit to be done anything which will damage or change the finish or appearance of the CAC, its furnishings or equipment.
- Under no circumstances will the use of bubbles, rice, glitter, confetti, fireworks or sparklers, bird seed or seed be allowed during any event. If this rule is violated, it will result in the full loss of the security deposit.
- Real flowers or flower petals are the only acceptable items that may be used at the wedding. Any use of the approved item shall occur outside the front door of the CAC. All debris resulting from any of these items is the sole responsibility of the caterer/contractor/wedding planner/vendor to clean up and remove from the site.
- Removal of all decorating and other materials is the responsibility of the client/contractor/wedding planner/vendor. This includes place cards, decorative items or pictures. All materials must be removed at the end of the event, unless the building manager has approved special arrangements.
- Use of real votive candles in glass containers is allowed on rental seating tables only. Battery operated candles are permitted. No other candles are permitted.
- No casino-style gaming tables or machines of any variety either real or recreational may be brought on to the premises.

Food Preparation/Beverage Service

- Food preparation and service must be in compliance with all applicable Niagara County health codes.
- Use of open flame is allowed in the form of cassette burners with butane gas and/or canned fuel (Sterno).
- Use of real votive candles in glass containers is allowed on rental seating tables only. Electric candles are permitted. No other candles are permitted.
- Use of LP-gas (propane) units is prohibited without full compliance with all standards of the City of North Tonawanda. If propane is used it will only be allowed on the concrete in the parking lot and must be at least 20 feet away from any building structure. A permit from the City of North Tonawanda Fire Department must be provided. A fire inspector must be on site if required by the City.

Caterer/Contractor/Wedding Planner/Vendor

Date

Page 2 of 7

- Commercial grade portable heaters are allowed as long as provided by a licensed, commercial vendor and there must be a licensed technician on the premises whenever they are in use.
- Food preparation and service must be well supervised for the safety of the guests and the maintenance of the facility.
- Caterers must provide adequate staff to keep the premises clean and clear of plates, glassware and clutter during the event.
- Food and beverage spills and/or burns must be cleaned/repared as quickly as possible by the caterer/contractor/wedding planner/vendor.

Alcoholic Beverage Service

- Responsible alcoholic beverage service is the burden of the client/caterer/wedding planner/vendor.
- Neither CAC nor its members or the City of North Tonawanda are responsible for negligent alcoholic beverage service, behavior or consumption.
- No alcoholic beverages of any kind shall be served to minors.
- In order to serve alcoholic beverages on the CAC premises, all alcoholic beverages must be provided by a SLA licensed beverage service company, restaurant, caterer or bar. These companies must provide certified bar tenders, carry alcohol liability insurance and a NY SLA temporary beverage permit for the specific event. The event permit must be presented to the building manager on duty prior to the event start or alcoholic beverage service will **NOT** be allowed.

General Conduct

- All vendors, contractors, wedding planners, caterers, catering event staff or any vendor staff are prohibited from consuming alcoholic beverages or illegal substances on the premises of the CAC inclusive of the parking lot and surrounding areas, at all times.
- Smoking is not allowed on the premises of the CAC with the exception of the designated smoking area in the parking lot.
- Industry safety standards must be observed at all times.
- Caterers, contractors, wedding planners, and vendors are financially responsible for damages caused by them to the Forum premises inclusive of, but not limited to, any part of the building & gardens, shrubbery, garden plantings, fountains, arbors, walls, flooring, or equipment.

General Cleaning Guidelines

- CAC will provide a clean, well-maintained functional space and prep area, and will conduct a walk through before each event.

- The space must be left in same clean condition when vacated by the caterer/contractor/wedding planner/vendor.
- This includes cleaning and disposing of all trash, food and beverage products and decorating materials.
- All trash must be removed from the premises.
- Removal of leftover ice, foodstuff, catering trash, etc. is the responsibility of the caterer. The Forum does not have facilities or dumpsters for food trash disposables. Trash can liners are to be provided by the caterer. Do not empty solid debris (leftover ice, lime wedges, grease, oil, etc.) anywhere on the CAC premises.
- The prep area must be thoroughly cleaned before leaving the premises.
- The caterer/contractor/wedding planner/vendor must walk the property with the building manager prior to leaving for the evening and remove any debris left by the guests, inclusive but not limited to beer bottles or cans in the bushes and any visible trash or debris.
- An end of event checklist must be signed by the caterer/contractor/wedding planner/vendor and given to the Event Manager.
- The cost of repair of any damage to the premises will be the responsibility of the caterer/contractor/wedding planner/vendor.
- Any additional cleaning of the premises will be billed to the client/caterer/contractor/wedding planner/vendor at \$100.00 per hour.

Clean up fee/damages

- The cost of repair for any damage to the premises caused by them will be the responsibility of the client/caterer/contractor/wedding planner/vendor.
- Any additional extensive cleaning of the premises needed due to the event will be billed to the caterer/contractor/wedding planner/vendor at the rate of \$100 per hour.

No disparagement clause

The caterer/contractor/wedding planner/vendor agrees not to orally or in writing disparage or comment negatively about the CAC.

Carnegie Art Center
240 Goundry Street, North Tonawanda, New York
716-694-4400

CATERER. CONTRACTOR, WEDDING PLANNER, AND VENDOR APPLICATION

COMPANY NAME:	
LOCATION ADDRESS: (include Zip Code)	
MAILING ADDRESS (if different)	
PRIMARY CONTACT:	
PHONE:	CELL: FAX:
EMAIL	WEB SITE
INSURANCE CARRIER:	
ADDRESS:	
CONTACT:	PHONE:
EMAIL:	FAX:
POLICY #:	EFFECTIVE DATES:

Attach a current Certificate of Insurance, naming the Carnegie Art Center and the City of North Tonawanda as additional Insured, per exact wording in Exhibit A, and return to the Building Manager at the above address.

Return the following documents to:

Tonawanda Council on the Arts dba Carnegie Art Center
240 Goundry Street, North Tonawanda, NY 14120

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

- A signed copy of this Agreement
- A current Certificate of Insurance, which shows insurance coverage as outlined on Exhibit A.
- A valid Catering Permit issued by Niagara County

Acceptance of Caterer/Contractor/Wedding Planner/Vendor

We have received, read, and accepted the foregoing ROGC Rules for All Caterers, Contractors and Vendors, and agree to abide by the terms and conditions set forth therein.

Signature:_____

Date:_____

Title:_____

EXHIBIT A

Insurance Requirements

<u>Types of Coverage</u>		<u>Minimum Limits of Liability</u>
1. Commercial General Liability including:		
Contractual Liability and Personal Injury		
General Aggregate		\$2,000,000
Each Occurrence		\$1,000,000
Property and Fire Damage		\$100,000
Medical Expense		\$5,000
2. Worker's Compensation/Employer's Liability		
A.	Worker's Compensation	Statutory Limits
B.	Employer's Liability	
	Each occurrence	\$1,000,000
	Combined Single Limit	\$1,000,000
3. Business Automobile Liability including:		
Owned, Hired and Non-owned		
Combined Single Limit per occurrence		\$1,000,000
4. Liquor Legal Liability (if applicable)		
Required Minimum Limits:		
General Aggregate		\$2,000,000
Each Occurrence		\$1,000,000
5. Umbrella/Excess Liability		\$1,000,000

"CAC, its officers, employees, agents, and directors" shall be named as additional insured on all liability policies. All policies shall be primary and not contributory with any policies carried by the Carnegie Art Center. Waivers of subrogation must be provided in favor of the CAC on all insurance policies. Caterer/Provider shall furnish certificates of insurance to CAC no later than 2 weeks prior to the event, naming Tonawandas Council on the Arts and the City of North Tonawanda as Certificate Holder and indicating compliance with the requirements set forth above.



CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD

NORTH TONAWANDA, NEW YORK 14120

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

Cell: (716) 583-1518

E-mail: billdavignon@northtonawanda.org

V.
AUG 06 2019

William M. Davignon
Superintendent

July 26, 2019

Honorable Mayor Arthur G. Pappas and Common Council Members
City Hall
North Tonawanda, New York 14120

**Re: Wastewater Treatment Plant Ferric Chloride System Replacement Project -
Approval of Change Order No. 1**

Dear Honorable Body:

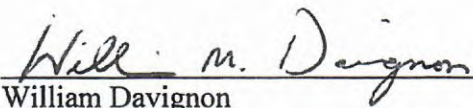
Approval of the Change Order No. 1 of the North Tonawanda Wastewater Treatment Plant (WWTP) Ferric Chloride System Replacement Project is hereby requested. The change order represents the following additional work:

• Coating of concrete containment structure	\$6,990.00
• Replacement of existing sidewalk	\$2,180.00
• Replacement of existing sump pump and associated piping	\$17,250.00
• Additional Stainless Steel Handrail (for safety)	<u>\$1,185.00</u>
TOTAL	\$27,605.00

The extremely favorable bid of the project allowed the city to include these needed additional items in the project.

Accordingly, I respectfully request that the Common Council approve the change order in the amount of 27,605.00 for the WWTP Ferric Chloride System Replacement Project with the State Group, Industrial (USA) Limited, 100 Stradtman St., Cheektowaga, NY 14206; increasing the contract amount from \$216,473 to the new contract amount of \$244,078.00; authorizing the Mayor to sign said change order subject to review by the City Attorney.

Very truly yours,



William Davignon
Superintendent of Wastewater & Water

cc: Luke A. Brown, City Attorney
Dale Marshall, City Engineer
Jason Aigner, The State Group Industrial (USA) Limited
Tim Walck, Wendel Engineering

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 26 PM 8:17
NORTH TONAWANDA NY



375 Essay Road, Suite 200, Williamsville, New York 14221
P 716.688.0766 F 716.625.6825

Change Order

Change Order No.: 1

Date: 7/24/2019

Contract No.: 2018-10

Sheet 1 of 2

Owner File No.: _____

Wendel Project No.: 272825

Project: Ferric Chloride System Replacement

Owner's Name: City of North Tonawanda

Contractor's Name: The State Group Industrial (USA) Limited

Modification No. 1: Total = \$6,990.00

DESCRIPTION OF CHANGE TO CONTRACT OR EXTRA WORK:

Coating of containment structure: clean and prep existing walls and tank housekeeping pad (after new tanks are set). Apply two (2) coats of Xypex Concentrate Crystalline Waterproofing. Spray cure with Xypex Gamma Cure. No work included on newly installed topping areas because integral product used in concrete mix.

REASON FOR MODIFICATION OR NEED FOR EXTRA WORK:

Additional work not part of original contract.

Modification No. 2: Total = \$2,180.00

DESCRIPTION OF CHANGE TO CONTRACT OR EXTRA WORK:

Replacement of existing sidewalk: sawcut, break and remove existing sidewalk along south side of tank wall, grade and recompact existing subbase, place and finish 4" concrete sidewalk.

REASON FOR MODIFICATION OR NEED FOR EXTRA WORK:

Additional work not part of original contract.

Modification No. 3: Total = \$17,250.00

DESCRIPTION OF CHANGE TO CONTRACT OR EXTRA WORK:

Replacement of existing sump pump and associated piping including the following:

- Removal and disposal of the existing pump/motor and piping
- Install new 2" schedule 80 PVC sump discharge piping and 4" carrier pipe
- Replace existing sump pump with a Vanton Pump/Motor. Pump: SG-PY800HA. Motor: 3HP, 1800 RPM
Provide electrical connection to new sump pump using existing wire and conduit from existing pump.

REASON FOR MODIFICATION OR NEED FOR EXTRA WORK:

Additional work not part of original contract.

Change Order No.: 1
Contract No.: 2018-10
Owner File No.: _____
Wendel Project No.: 272825

Date: 7/24/2019
Sheet 2 of 2

Project: Ferric Chloride System Replacement
Owner's Name: City of North Tonawanda
Contractor's Name: The State Group Industrial (USA) Limited

Modification No. 4: Total = \$1,185.00

DESCRIPTION OF CHANGE TO CONTRACT OR EXTRA WORK:

Additional Stainless Steel handrail work at new FRP Pump Enclosure including fabricating two (2) new stainless steel pipe rail returns to eliminate gaps between existing handrail and new enclosure. Materials to match existing stainless steel construction.

REASON FOR MODIFICATION OR NEED FOR EXTRA WORK:

Additional work not part of original contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ \$216,473

Net changes from previous Change Orders

\$ 0.00

Net Increase of this Change Order

\$ \$27,605.00

Contract Price with all approved Change Orders

\$ \$244,078.00

CHANGE IN CONTRACT SCHEDULE:

Original Contract Schedule

Substantial Completion: October 7, 2019

Ready for final payment: October 21, 2019
days or dates

Net change from previous Change Orders - -

N/A

Net Increase of this Change Order

None

Contract Schedule with all approved Change Orders

Substantial Completion: October 7, 2019

Ready for final payment: October 21, 2019
days or dates

APPROVALS:

Contractor Name Jason Aigner, The State Group Industrial (USA) Limited

Contractor Signature Jason R. Aigner Date: 7/25/19

Engineer Name Timothy G Walck, PE, Wendel

Engineer Signature Timothy G Walck Date: 7/25/19

Owner Name Arthur G. Pappas, City of North Tonawanda Mayor

Owner Signature _____ Date: _____

AMANDA REIMER
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

AUG 06 2019

July 30, 2019

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 30 PM 4:03
NORTH TONAWANDA NY

Honorable Arthur G. Pappas, Mayor
and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120

Dear Honorable Body:

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

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated August 6, 2019, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,



Amanda Reimer
City Accountant

AMANDA REIMER
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

AUG 06 2019

July 30, 2019

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 30 PM4:03
NORTH TONAWANDA NY

Honorable Arthur G. Pappas, Mayor
and Common Council
City Hall
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Article V, Division 2, Section 5.023 and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following amendment of fiscal year 2019 appropriations, based on the request of the Department Head, copy attached.

Control Number	Dollar Amount	<u>Decrease Appropriation Account</u>	<u>Increase Appropriation Account</u>
24	\$34,936.74	004.0882.0000, Reserve for Repairs	004.8130.0253, Maintenance Equipment
	\$86,000.00	004.0882.0000, Reserve for Repairs	004.8130.0420, Repair and Maintenance
25	\$1,817.00	001.7110.0100, Parks Personal Svcs	001.7110.0480, Parks Operations

Regards,



Amanda Reimer
City Accountant

Budget Amendment Request Form

Department: Wastewater Treatment Plant

Date: July 30, 2019

Dollar Amount		Accounts and Documentation	
		Increase(Decrease) Account	Increase(Decrease) Account
\$34,936.74		004.0882.0000 Repair Reserve	004.8130.0253 Maintenance Equipment
\$86,000.00		004.0882.0000 Repair Reserve	004.8130.0420 Repair and Maintenance
		Account Number	Account Number
		Account Description	Account Description
Explanation:			
004.8130.0253 Maintenance Equipment is for a new Raw Sludge Pump.			
004.8130.0420 Repair and Maintenance is for the Main Building Roof Replacement.			
		7/30/2019	
		Date	
		Department Head Signature	
		Date	

COMMON COUNCIL ACTION IS NECESSARY

Budget Amendment Policy

2.31 - All Budget Amendments require authorization by the Common Council

2.32 - Budget amendments can be initiated by the Department Head by completing a Budget Amendment Form and submitting to the Accounting Department for review when:

- a) The change will result in an overall increase or decrease to appropriations and either estimated revenues/fund balance.

For Accounting Department Use Only

Control #	Department of Accounting Audit	Common Council Meeting Date
24	AC 7/30/19	8/6/19

note: leaves repair reserve @ \$30,307.26



CITY OF North Tonawanda

Amanda
COPY
PAYMENT VOUCHER

Reference No. 21392

DEPARTMENT: Wastewater

VENDOR #: 531812

REMITTANCE ADDRESS

Koester Associates, Inc.
3101 Seneca Turnpike
Canastota, NY 13032

☐ Check here if this is a new remittance address

Acct #	Description	Amount
4.8130.253	Maintenance Equipment	34,936.74
1.0411	Amount of Refundable Sales Tax	
TOTAL		34,936.74

DESCRIPTION (OPTIONAL)
Pump

Vendor Invoice Number	10560	Amount	34,936.74
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
			34,936.74

AUTHORIZATION OF PURCHASE (TO BE COMPLETED BY DEPARTMENT HEAD):

By signing below I authorize payment of the attached invoices and certify that the services and/or materials herein were rendered or furnished to the City of North Tonawanda on the dates stated and that said charges are correct. All equipment, materials, services, labor and/or construction costs charged herein were acquired in accordance with the policies adopted in the City of North Tonawanda, Purchasing Policy Regulations, Credit Card Policy and Procedures and/or Travel Policy.

DEPARTMENT HEAD: _____

DATE: _____

05/21/19

FOR ACCOUNTING DEPARTMENT USE ONLY

Audit of Claims		Audited by:
1- The Authorized Purchaser/Department Head has signed the attestation above certifying all applicable purchasing policies/travel policies have been followed.	Y N _____	
2- There is sufficient documentation attached to support the claim.	Y N _____	
3 - Invoices total the amount claimed on the voucher above.	Y N _____	
4 - Claims attached appear to be for legitimate City business.	Y N _____	
5 - Sufficient appropriations are available to pay the amount of the claim, as charged above.	Y N _____	
Notes on findings above: _____		
Fiscal Year Charged: _____		
CHECK # _____		
CHECK DATE _____		

VOUCHER #



10560

Ship To

North Tonawanda WWTP
830 River Road
North Tonawanda, NY 14120

2019 MAY -8 AM 8:04

Balance Due	\$34,936.74
--------------------	--------------------



CITY OF North Tonawanda

PAYMENT VOUCHER

Reference No. 21564

DEPARTMENT: Wastewater

VENDOR #: 2019-002

REMITTANCE ADDRESS
Progressive Roofing, Inc.
331 Grote Street
Buffalo, NY 14207

☐ Check here if this is a new remittance address

Acct #	Description	Amount
4.8130.420	Repairs & Maint	9,620.00
COPY		
1.0411	Amount of Refundable Sales Tax	
TOTAL		9,620.00

DESCRIPTION (OPTIONAL)

Vendor Invoice Number	1101	Amount	9,620.00
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
			9,620.00

AUTHORIZATION OF PURCHASE (TO BE COMPLETED BY DEPARTMENT HEAD):

By signing below I authorize payment of the attached invoices and certify that the services and/or materials herein were rendered or furnished to the City of North Tonawanda on the dates stated and that said charges are correct. All equipment, materials, services, labor and/or construction costs charged herein were acquired in accordance with the policies adopted in the City of North Tonawanda, Purchasing Policy Regulations, Credit Card Policy and Procedures and/or Travel Policy.

DEPARTMENT HEAD:	DATE:	06/05/19
------------------	-------	----------

FOR ACCOUNTING DEPARTMENT USE ONLY

Audit of Claims	Audited by:	VOUCHER #
1- The Authorized Purchaser/Department Head has signed the attestation above certifying all applicable purchasing policies/travel policies have been followed.	Y N	
2- There is sufficient documentation attached to support the claim.	Y N	
3 - Invoices total the amount claimed on the voucher above.	Y N	
4 - Claims attached appear to be for legitimate City business.	Y N	
5 - Sufficient appropriations are available to pay the amount of the claim, as charged above.	Y N	
Notes on findings above:		
Fiscal Year Charged:		
CHECK #		
CHECK DATE		



CITY OF North Tonawanda

Amanda
COPY
PAYMENT VOUCHER

Reference No. 21564

DEPARTMENT: Wastewater

VENDOR #:

REMITTANCE ADDRESS
Progressive Roofing, Inc.
331 Grote Street
Buffalo, NY 14207

☐ Check here if this is a new remittance address

Acct #	Description	Amount
4.8130.420	Repairs & Maint	76,380.00
1.0411	Amount of Refundable Sales Tax	
TOTAL		76,380.00

DESCRIPTION (OPTIONAL)

Vendor Invoice Number	1080	Amount	76,380.00
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
Vendor Invoice Number		Amount	
			76,380.00

AUTHORIZATION OF PURCHASE (TO BE COMPLETED BY DEPARTMENT HEAD):

By signing below I authorize payment of the attached invoices and certify that the services and/or materials herein were rendered or furnished to the City of North Tonawanda on the dates stated and that said charges are correct. All equipment, materials, services, labor and/or construction costs charged herein were acquired in accordance with the policies adopted in the City of North Tonawanda, Purchasing Policy Regulations, Credit Card Policy and Procedures and/or Travel Policy.

DEPARTMENT HEAD:	DATE: 05/21/19
------------------	----------------

FOR ACCOUNTING DEPARTMENT USE ONLY

Audit of Claims	Audited by:	VOUCHER # <div></div>
1- The Authorized Purchaser/Department Head has signed the attestation above certifying all applicable purchasing policies/travel policies have been followed.	Y N	
2- There is sufficient documentation attached to support the claim.	Y N	
3 - Invoices total the amount claimed on the voucher above.	Y N	
4 - Claims attached appear to be for legitimate City business.	Y N	
5 - Sufficient appropriations are available to pay the amount of the claim, as charged above.	Y N	
Notes on findings above:		
Fiscal Year Charged:	CHECK #	
	CHECK DATE	

Budgetary Transfer Request Form

Department: Youth, Parks, Recreation, & Services

Date: 7/29/19

Appropriation Accounts and Documentation	
Dollar Amount	From Appropriation Account
\$1,817.00	1.7110.0100 Parks Recreational Services
	Account Number
	Account Description
Explanation: In 2018, \$1,817.00 was left over from Project Prides funds to staff a seasonal worker for Manhattan Webster St area. Rather than hire a staff to do the work we contracted out the job to a landscape company which Project Prides agreed to pay (\$4,800) if we would reimburse them the \$1,817.00 if we used money from 2018 which has been rolled over into our 2019 account.	
Please Check One (V)	
<input checked="" type="checkbox"/> Common Council Action	<input type="checkbox"/> No Common Council Action
Department Head Signature	
Date	

Budgetary Transfer Policy

2.11 - Budgetary transfers can be initiated by a Department Head on his or her signature if all of the following criteria is met:

1. Transfer of appropriations is less than \$1000.00
2. Transfer is between existing appropriation accounts within the Department's Budget
3. Within the fiscal year, aggregate transfers, made in any one appropriation account do not exceed \$1000.00

2.21 - Budgetary transfers must be initiated by a Department Head through the Common Council if one of the following criteria is met:

1. Transfer of appropriations is over \$1000.00
2. Transfer involves the establishment of a new appropriation account; or,
3. Transfer is between Department's (not within one Department's own Budget)

For Accounting Department Use Only

Control #	Department of Accounting Audit	Common Council Meeting Date
25	8/30/19	8.6.19

AMANDA REIMER
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, 3
AUG 06 2019

July 30, 2019

2019 JUL 30 PM4:03
NORTH TONAWANDA NY

Honorable Arthur G. Pappas, Mayor
and Common Council
City Hall
North Tonawanda, NY 14120

RECEIVED
CITY CLERK'S OFFICE

Dear Honorable Body:

Please pass the attached resolution to acknowledge receipt of the attached 12.31.2018 Financial Statements and Single Audit, NYSDoT Single Audit Report, and Deferred Compensation Plan Financial Statements.

Resolution to accept the 12.31.2018 Financial Statements and Single Audit, NYSDoT Single Audit Report, and Deferred Compensation Plan Financial Statements

Whereas, Amato Fox & Company, PC has audited and prepared the City of North Tonawanda's Financial Statements and Single Audit, NYSDoT Single Audit Report, and Deferred Compensation Plan Financial Statements for the fiscal year ended December 31, 2018; and

Whereas, a representative of Amato Fox & Company, PC presented the 12.31.2018 Financial Statements to the City on June 29, 2019 to consider, accept and file the 12.31.2018 City of North Tonawanda Audited Financial Statements.

Now, therefore, be it resolved, that the Common Council of the City of North Tonawanda, Niagara County, New York, acknowledges receipt of the 12.31.2018 City of North Tonawanda Audited Financial Statements and Single Audit, NYSDoT Single Audit Report, and Deferred Compensation Plan Financial Statements and that a copy of said statements be placed on file in the Office of the City Clerk-Treasurer.

Regards,



Amanda Reimer
City Accountant

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**FINANCIAL STATEMENTS
WITH
MANAGEMENT'S DISCUSSION AND ANALYSIS
AND
INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED DECEMBER 31, 2018**

CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN

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Management’s Discussion and Analysis	3 - 4
Financial Statements:	
Statement of Fiduciary Net Position Available for Benefits	5
Statement of Changes in Fiduciary Net Position Available for Benefits.....	6
Notes to the Financial Statements.....	7 - 10

* * * * *

INDEPENDENT AUDITOR'S REPORT

To the City of North Tonawanda
Deferred Compensation Board and Participants:

Report on the Financial Statements

We have audited the accompanying Statement of Fiduciary Net Position available for benefits of City of North Tonawanda Deferred Compensation Plan (the "Plan") as of December 31, 2018 and the related Statement of Changes in Fiduciary Net Position Available for Benefits for the year then ended, and the related Notes to the Financial Statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimated made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

36 Niagara Street
Tonawanda, New York 14150
Phone: 716.694.0336
Fax: 716.694.5081
Email: info@amatofox.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the fiduciary net position available for benefits of City of North Tonawanda Deferred Compensation Plan as of December 31, 2018, and the changes in fiduciary net assets available for benefits for the year ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Amato, Fox & Company, P.C.

Amato, Fox & Company, P.C.
Tonawanda, New York
June 24, 2019

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Management's Discussion and Analysis
For the Year Ended December 31, 2018**

Overview of the Financial Statements

The City of North Tonawanda Deferred Compensation Plan (the "Plan") has adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34 "Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments" and Statement No. 37, "Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments: Omnibus". The two statements require state and local governments and their components' financial statements to include management's discussion and analysis, government-wide financial statements, fund financial statements, notes to the financial statements and required supplementary information. The statements also require state and local governments to report infrastructure assets. There was no effect on the net assets of the Plan as a result of implementing GASB 34 and GASB 37.

The financial statements of the Plan consist of the following components: management's discussion and analysis (this section), financial statements, and notes to the financial statements. The Statement of Net Position Available for Benefits and the Statement of Changes in Net Asset Available for Benefits provide information about the financial status of the Plan. These statements include all assets and liabilities using the accrual basis of accounting. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

Management's discussion and analysis of the Plan's financial performance provides an overview of the Plan's financial activities for the fiscal year ended December 31, 2018. Please read it in conjunction with the Plan's financial statements.

Financial Highlights

Plan Assets, Contributions and Investment Results

Net Position Available for Plan Benefits totaled \$4,699,740 at December 31, 2018 and \$4,686,100 at December 31, 2017, an increase of .29% in 2018. The 2018 increase is primarily the result of dividends received as well as an increase in the fair value of investments.

Contributions from participants were \$482,684 in 2018 and \$468,674 in 2017. The 2018 participant contribution amount represents an increase of 2.99% from the 2017 participant contribution amount.

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Management’s Discussion and Analysis
For the Year Ended December 31, 2018**

Financial Highlights (cont.)

A summary of Plan additions and deletions for 2018 and 2017 are as follows:

	<u>2018</u>	<u>2017</u>	<u>% Change</u>
Participant contribution	\$ 482,684	\$ 468,674	2.99%
Net withdrawals	(242,087)	(413,621)	-41.47%
Dividends	198,553	164,034	21.04%
Change in fair value of investments	<u>(425,510)</u>	<u>411,897</u>	-203.30%
Total additions (deletions)	<u>\$ 13,640</u>	<u>\$ 630,984</u>	

Statements of Net Position Available for Benefits:

	<u>2018</u>	<u>2017</u>
Investments in mutual funds	\$ 4,699,740	\$ 4,686,100
Net position available for benefits	<u>4,699,740</u>	<u>4,686,100</u>
Increase in net position available for benefits	<u>\$ 13,640</u>	<u>\$ 630,984</u>

Decisions and Conditions Expected to Have Significant Impact on the Plan’s Future Financial Asset

Due to the demographics of the Participant base as well as the number of participants who contribute each year, the amount categorized as *participant contribution* is expected to continue to increase in the foreseeable future.

FINANCIAL STATEMENTS

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Statement of Fiduciary Net Position Available for Benefits
December 31, 2018**

ASSETS	
Investments	<u>\$ 4,699,740</u>
Total Assets	<u>4,699,740</u>
 Fiduciary Net Position Available For Benefits	 <u>\$ 4,699,740</u>

See Notes to Financial Statements.

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Statement of Changes in Fiduciary Net Position Available for Benefits
Year Ended December 31, 2018**

ADDITIONS TO NET POSITION ATTRIBUTED TO:

Dividends	\$ 198,553
Total investment gain	<u>198,553</u>
Contributions:	
Plan participants - deferrals of compensation	<u>482,684</u>
Total contributions and other adjustments, net	<u>482,684</u>
Total additions	<u>681,237</u>

DEDUCTIONS FROM NET POSITION ATTRIBUTED TO:

Change in fair value of investments	425,510
Benefits paid to participants and beneficiaries	217,309
Transfers, fees, and exchanges, net	<u>24,778</u>
Total deductions	<u>667,597</u>
Increase in fiduciary net position available for plan benefits	13,640

FIDUCIARY NET POSITION AVAILABLE
FOR PLAN BENEFITS - beginning of year

4,686,100

**FIDUCIARY NET POSITION AVAILABLE
FOR PLAN BENEFITS - end of year**

\$ 4,699,740

See Notes to Financial Statements.

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Notes to the Financial Statements
Year Ended December 31, 2018**

Note 1 - Description of Plan

The following description of the City of North Tonawanda Deferred Compensation Plan (the "Plan") provides only general information. Participants should refer to the Plan document for a more complete description of the Plan's provisions.

a) General:

The plan is a defined contribution plan which permits employees and elected officials of City of North Tonawanda to defer a portion of their current salary until further years. The City of North Tonawanda does not make any contributions to the Plan. Participants do not pay income taxes on their contributions or investment returns while the funds remain in the Plan. At December 31, 2018, the Plan had 121 active participants with vested account balances.

The Plan is intended to satisfy the requirements of an "eligible State deferred compensation plan" under Section 457 of the Internal Revenue Code of 1986, as amended.

Amounts maintained under a deferred compensation plan by a state or local governments are to be held in trust for the exclusive benefit of plan participants and their beneficiaries.

- b)*** Employees of the City are eligible to participate in the Plan as of any enrollment date following the date he or she becomes an employee.

c) Contributions:

Participants may contribute up to 100% of their compensation, not to exceed the maximum deferral amount under Internal Revenue Service regulations in a calendar year (\$18,000 in 2018). Participants that have attained age 50 before the close of a plan year are permitted to contribute an additional catch-up amount (\$6,000 in 2018).

d) Participant Accounts and Vesting:

Each participant's account is credited with the participant's contributions as remitted, with a daily allocation of Plan earnings (losses) on the investment options in which the participant is invested. Each participant's account balance is invested in accordance with the investment option(s) selected by the participant. Participants are 100% vested in their account balance as all times

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Notes to the Financial Statements
Year Ended December 31, 2018**

Note 1 - Description of Plan (cont.)

e) Payment of Benefits and Transfers:

A participant's account balance is available upon the occurrence of the earlier of such participant's severance from employment, retirement, death, attainment of age 70 ½ or the occurrence of certain unforeseeable emergencies as defined by the Internal Revenue Code. A participant may elect to receive a lump sum amount equal to the value of his or her account, or periodic payment in monthly, quarterly, semiannual or annual installments.

Participants also have the right to redirect the timing, the amount, and the method of payment of the distribution. In connection with a participant's severance from employment, the participant may elect to have all or a portion of his/her account rolled over into another qualified retirement account.

f) Allocation of Contributions:

Contributions are allocated among investment options based on participants' designations through the Plan's record keepers.

g) Unforeseeable Emergency (UFE):

Participants, after approval from the Plan's Board, may receive an UFE withdrawal which may not exceed the lesser of the amount reasonably needed to meet the financial need created by such unforeseeable emergency or the value of the participant's Plan account balance as of the most recent valuation date. All payments shall be made in within sixty days after approval of the request.

h) Plan Termination:

Although it has not expressed any intent to do so, the Plan's Board has the right under the Plan to amend, suspend or terminate the Plan, any deferrals thereunder, or any investment fund, in whole or in part. Upon termination of the Plan, all amounts deferred shall be payable to the participants or beneficiaries as provided in the Plan.

Note 2 - Summary of Accounting Policies

a) Basis of Accounting:

The Plan's financial statements have been prepared on the accrual basis of accounting.

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Notes to the Financial Statements
Year Ended December 31, 2018**

Note 2 - Summary of Accounting Policies (cont.)

b) Uses of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

c) Recent Accounting Pronouncements:

The Plan has adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34 "Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments" and Statement No. 37, "Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments: Omnibus". The two statements require state and local governments' financial statements to include management's discussion and analysis, Government-wide financial statements, fund financial statements, notes to the financial statements and required supplementary information. The statements also require state and local governments to report infrastructure assets. There was no effect on the net assets of the Plan as a result of implementing GASB 34 and GASB 37.

d) Investment Valuation and Income Recognition:

Investments are stated at fair value based upon quoted market prices, except for the Plan's fixed income options and pooled separate accounts, which are valued at contract value, which approximates fair value. Purchases and sales of investments are recorded on a trade-date basis. Interest income is recognized in the period earned. Gains and losses on the sales of investments are recognized daily based on fluctuations in market value. Realized and unrealized gains and losses are netted in the financial statements. Certain expenses charged by custodians, such as insurance mortality expense charges or deferred sales charges, if any, are included as a component of gains and losses.

e) Payments of Benefits:

Benefits are recorded when paid.

**CITY OF NORTH TONAWANDA
DEFERRED COMPENSATION PLAN**

**Notes to the Financial Statements
Year Ended December 31, 2018**

Note 3 - Investments

The Plan’s investments are exposed to various risks, such as interest rate, market, and credit. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the value of investment securities could occur in the near term.

As of December 31, 2018, the following investments represented 5% or more of the Plan’s net asset:

LINCOLN NY ST	\$ 1,256,899
JPM LARGE	\$ 586,720
VANGUARD TG	\$ 365,941
MFS VALUE	\$ 271,195

* * * * *

CITY OF NORTH TONAWANDA, NEW YORK

**NYS DEPARTMENT OF TRANSPORTATION
SINGLE AUDIT**

FOR THE YEAR ENDED DECEMBER 31, 2018

CITY OF NORTH TONAWANDA, NEW YORK
NYS DEPARTMENT OF TRANSPORTATION SINGLE AUDIT
DECEMBER 31,

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	<u>Page No.</u>
Report on Compliance and Controls Over Transportation Assistance Expended Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	1 - 2
Schedule of State Transportation Assistance Expended.....	3
Notes to the Schedule of State Transportation Assistance Expended.....	4
Schedule of Findings and Questioned Costs	5

* * * * *

**Report on Compliance and Controls Over State Transportation Assistance Expended
Based on an Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
Members of the Common Council
City of North Tonawanda, New York

Compliance

We have audited the compliance of the City of North Tonawanda, New York with the types of compliance requirements described in the preliminary Draft Part 43 of the New York State Codification of Rules and Regulations (NYCRR) that are applicable to each state transportation assistance program tested for the year ended December 31, 2018. The programs tested are identified in the summary of audit results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each program tested is the responsibility of the City of North Tonawanda's management. Our responsibility is to express an opinion on the City of North Tonawanda's compliance based on our audit.

We conducted our audit of compliance in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Draft Part 43 of NYCRR. Those standards and Draft Part 43 require that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above, that could have a direct and material effect on the state transportation assistance program tested, has occurred. An audit included examining, on a test basis, evidence about the City of North Tonawanda's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the City of North Tonawanda's compliance with those requirements.

In our opinion, the City of North Tonawanda complied in all material respects with the requirements referred to above that are applicable to each of its state transportation assistance programs tested for the year ended December 31, 2018.

36 Niagara Street
Tonawanda, New York 14150
Phone: 716.694.0336
Fax: 716.694.5081
Email: info@amatofox.com

Internal Control Over Compliance

The management of the City of North Tonawanda is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to state transportation assistance programs. In planning and performing our audit, we considered the City of North Tonawanda's internal control over compliance with requirements that could have a direct and material effect on state transportation assistance programs tested in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, and to test and report on the internal control over compliance in accordance with Draft Part 43 of NYCRR.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that non-compliance with applicable requirements of laws, regulation, contracts, and grants, that would be material in relation to state transportation assistance programs tested, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

Schedule of State Transportation Assistance Expended

We have audited the financial statements of the City of North Tonawanda as of December 31, 2018 and for the year then ended, and have issued our report thereon dated June 27, 2019. Our audit was performed for the purpose of forming an opinion on the City of North Tonawanda's financial statements taken as a whole. The accompanying schedule of state transportation assistance expended is presented for purpose of additional analysis as required by Draft Part 43 of NYCRR, and is not a required part of the general purpose financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

This report is intended solely for the information and use of the City of North Tonawanda's management and the New York State Department of Transportation. However, this report is a matter of public record and its distribution is not limited.

Amato, Fox & Company, P.C.

Amato, Fox & Company, P.C.
Tonawanda, New York
June 24, 2019

CITY OF NORTH TONAWANDA, NEW YORK

**Schedule of State Transportation Assistance Expended
For the Year Ended December 31, 2018**

Program Title	NYSDOT Contract/ Ref. Number	Expenditures
Consolidated Local Street and Highway Improvement Program	N/A	\$ 992,632
Maintenance of Arterial Highways within the City of North Tonawanda	D017265	<u>123,171</u>
Total		<u>\$ 1,115,803</u>

The accompanying notes are an integral part of the basic financial statements.

CITY OF NORTH TONAWANDA, NEW YORK

**Notes to the Schedule of State Transportation Assistance Expended
For the Year Ended December 31, 2018**

Note 1 - General

The accompanying Schedule of State Transportation Assistance Expended of the City of North Tonawanda, New York presents the activity of all financial assistance programs provided by the New York State Department of Transportation.

Note 2 - Basis of Accounting

The accompanying Schedule of State Transportation Assistance Expended is presented using the accrual basis of accounting.

CITY OF NORTH TONAWANDA, NEW YORK

Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2018

Summary of Audit Results:

Internal control over state transportation assistance expended:	
Material weakness(es) identified	No
Reportable condition(s) identified that are not considered material weakness(es)	None reported
Type of auditors' report issued on compliance for programs tested:	Unqualified
Summary of Audit Findings:	None reported
Identification of State Transportation Assistance Program Tested:	
Name: Maintenance of Arterial Highways within the City of North Tonawanda Consolidated Local Street and Highway Improvement Program	

Compliance Findings and Questioned Costs:

No matters were identified



City of North Tonawanda
216 Payne Ave.
North Tonawanda, NY 14120-5446

(716) 695-8595
Fax (716) 695-8544

Building Department

AUG 06 2019

To: Nicholas Robinson
Fr: Robert C. Depaolo

July 31 2019
RE; Drainage water

I would like to submit the potential addition to The Code of The City of North Tonawanda, Chapter 69 Plumbing.
The requested addition is in red.

§ 69-36 Area and yard drainage; downspouts and sump pumps.

A.

All paved areas, yards, courts and courtyards shall be drained into the stormwater sewer system and not into sewers intended for sewage only. Where there is no stormwater sewer accessible, such connections shall be discharged into the public gutter, unless otherwise permitted by the proper authorities, and, when connected to the storm sewer, need not be trapped.

B.

No downspouts or sump pumps from any buildings shall be discharged in such a manner as to drain to adjoining properties.

[Added 10-20-1981]

C.

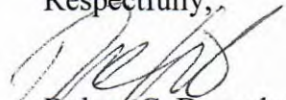
Materials used for stormwater piping and back yard drains shall conform to ASTM 3034 SDR 35 (slip joint) or equal. All work performed on property owned by the City shall be completed under the supervision of a licensed plumber.

[Added 4-18-1989]

D. Excess yard water, basement flood water, swimming pool, fountain, pond water or any water drained from private property must be drained directly into the public storm water sewer system. Where no storm water sewer is present, the water must be drained directly into the public gutter.

Thank you for your consideration in this matter.

Respectfully,


Robert C. Depaolo
Code Enforcement

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2019 AUG 14 11:24
NORTH TONAWANDA, NY



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
AUG 06 2019

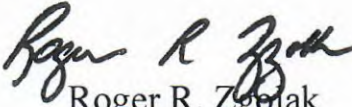
July 16, 2019

Honorable Mayor Arthur G. Pappas and
Members of the City of North Tonawanda Common Council

Ladies and Gentlemen:

Please find attached the Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&T Report for the month of June 2019.

Respectfully submitted,


Roger R. Zgolak
Chief of Police

cc: Eric Zadzilka
cc: Austin Tylec
cc: Robert Pecoraro
cc: Mark Berube
cc: Donna Braun

RRZ/sd

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2019 JUL 16 PM2:13
NORTH TONAWANDA NY

<p style="text-align: center;">NORTH TONAWANDA POLICE DEPARTMENT</p> <p style="text-align: center;">SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF JUNE 2019</p>

CRIMINAL

Complaints received and investigated	140
Complaints cleared by arrest or exceptional clearance	81
Complaints ruled unfounded	1
Number of males arrested under 18: 1 over 18: 31	32
Number of females arrested under 18: 2 over 18: 16	18
Arrests for other authorities	2
Failure to Appear/Violation of Probation Warrant Arrests	29
Above complaints cleared by J.A.B.	24
Complaints cleared by J.A.B. from previous months	5

TRAFFIC

Traffic summonses issued	363
DWI arrests	8
Parking tags issued	28

MISCELLANEOUS

Miscellaneous service	2,425
Incident reports	144
Vehicle accidents	61
Vehicle accidents (fatal)	0
Vehicle stops	361
Police escorts	39
Prisoner meals	62
Mug shots taken	38
Fingerprints taken	38
Persons missing and located	5
Automobiles stolen	0
Automobiles recovered	1
Automobiles recovered for other authorities	1
Record check fees	\$150.00
Photocopy fees	\$11.00
Fingerprint fees	\$0.00
Fines collected	\$31,248.00
Value of property damaged	\$35,436.00
Value of property stolen	\$16,980.79
Value of property recovered	\$2,743.78

Respectfully submitted,



Roger R. Zgolak
Chief of Police

RRZ/sd

<p style="text-align: center;">NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF JUNE 2019</p>
--

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	0	0	
ALL OTHER OFFENSES	4	4	
ARSON	1	0	
BURGLARY	7	0	
COERCION	0	0	
CRIMINAL MISCHIEF	13	4	1
CRIM POSS WEAPON	2	2	
DIS CON/HARASS	36	15	
DRUG OFFENSES	4	3	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	29	29	
FORGERY	0	0	
FRAUD (ID THEFT)	2	0	
LARCENY	22	5	
LEAVING THE SCENE	10	2	
MURDER	0	0	
RAPE	0	0	
ROBBERY	0	0	
SEXUAL OFFENSES	1	1	
SIMPLE ASSAULT	7	5	
STOLEN PROPERTY	2	2	
UNAUTH USE M/V	0	0	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		2	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		7	
TOTALS	140	81	1
# OF ABOVE COMPLAINTS CLEARED BY JAB		24	
# CLEARED BY JAB FROM PREV MONTHS		5	

V & T REPORT FOR THE MONTH OF JUNE 2019

SPEEDING	121
REDLIGHT VIO.	21
STOP SIGN VIO.	58
NO REGISTRATION	16
NO LICENSE	10
FAULTY EQUIPMENT	26
NO INSPECTION	29
FAILED TO YIELD RIGHT OF WAY	5
SEAT BELT VIO.	15
NO INSURANCE	3
LICENSE PLATE VIO.	3
IMPROPER TURN	10
DROVE ON LEFT OF PAVEMENT MARKINGS	3
LEAVING SCENE OF INCIDENT	2
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	5
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	5
UNSAFE BACKING	3
MISCELLANEOUS	47

TOTAL 382

TRAFFICE MISD.

#OF COMPLAINTS/ARRESTS

DWI-----	8
OPERATING WHILE REG. SUSPENDED/REVOKED-----	4
AGGRAVATED UNLICENSED OPERATION 3 RD -----	7
AGGRAVATED UNLICENSED OPERATION 2 ND -----	2
DISPLAYED FORGED CERT. OF INSPECTION -----	2

FELONIES

AGGRAVATED UNLICENSED OPERATION 1 ST -----	2
---	---

FINES:

(CITY IMPOSED):

TRAFFIC:	\$ 29,903.00
PENAL LAW:	\$ 80.00
CITY ORDINANCE:	\$ 0.00
BAIL FORFEITURE:	\$ 0.00
ABC VIOLATION:	\$ 0.00
PARKING TAGS:	\$ 1,265.00

TOTAL FINES \$ 31,248.00

MUG SHOTS: 38 PARKING TAGS: 28 MEAL TICKETS: 62

MATTHEW L. PARISH
City Clerk-Treasurer
mattparish@northtonawanda.org

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

City of North Tonawanda

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

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

AUG 06 2019

7/12/2019

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

Dear Sirs and Mesdames:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of June 2019.

RECEIVED
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NORTH TONAWANDA NY

General Fund

Balance Fwd - Checking	2,778,272.47
Balance Fwd - Money Market	7,846.67
Investments	(2,000,000.00)
Receipts for the month	1,921,417.44
Warrants Drawn	(2,324,299.89)
	<hr/>
	\$383,236.69

Sewer Fund

Balance Fwd - Checking	284,783.90
Balance Fwd - Money Market	252,388.70
Investments	0.00
Receipts for the month	455,269.86
Warrants Drawn	(394,552.89)
	<hr/>
	\$597,889.57

Water Fund

Balance Fwd - Checking	1,984,437.96
Balance Fwd - Money Market	237,017.30
Investments	0.00
Receipts for the month	307,649.50
Warrants Drawn	(656,745.61)
	<hr/>
	\$1,872,359.15

Trust & Agency Fund

Balance Fwd - Checking	355,000.53
Receipts for the month	40,422.58
Warrants Drawn	(26,768.12)
	<hr/>
	\$368,654.99

Capital Construction Fund

Balance Fwd - Checking	1,230,474.75
Balance Fwd - Money Market	2,983,366.21
Receipts for the month	1,972.91
Warrants Drawn	(434,448.80)
	<u>\$3,781,365.07</u>

Community Development Fund

Balance Fwd - Checking	1,765,493.22
Receipts for the month	0.00
Warrants Drawn	(79,568.76)
	<u>\$1,685,924.46</u>

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	239,619.00
Warrants Drawn	(239,619.00)
	<u>\$0.00</u>

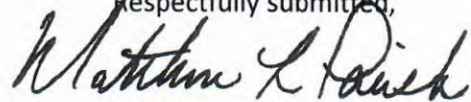
Housing Rehabilitation Fund

Balance Fwd	1,469.33
Receipts for the month	0.03
Warrants Drawn	0.00
	<u>\$1,469.36</u>

Home Rehabilitation Fund

Balance Fwd	40,938.06
Receipts for the month	0.00
Warrants Drawn	0.00
	<u>\$40,938.06</u>

Respectfully submitted,



Matthew L. Parish
City Clerk - Treasurer

XXV. 2

AUG 06 2019

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	16	160.00
Sub-Total:				\$160.00
A1603	Misc. Fees	Birth Certificates	72	720.00
		Death Certificates	93	930.00
		Deaths Recorded	15	0.00
		Geneology Death	1	11.00
Sub-Total:				\$1,661.00
A1980	Minor Sales	City Market	2	425.00
Sub-Total:				\$425.00
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
Sub-Total:				\$100.00
A2410	Minor Sales	Boathouse Rental 2019	9	9,100.00
Sub-Total:				\$9,100.00
A2501	Minor Sales	Solicitors Permit - Yearly	1	25.00
	Permit Fees	Food Truck	1	100.00
Sub-Total:				\$125.00
A2505	Marriage License Fee	Marriage License Fee	25	437.50
Sub-Total:				\$437.50
A2506	Conservation	Conservation	17	32.68
Sub-Total:				\$32.68
A2540	Racing & Wagering Fees	Bingo Proceeds	7	74.60
Sub-Total:				\$74.60
A2541	Racing & Wagering Fees	Games of Chance License	1	10.00
Sub-Total:				\$10.00
A2542	Dog Licensing	Female, Spayed	140	1,260.00
		Female, Unspayed	25	425.00
		Male, Neutered	124	1,116.00
		Male, Unneutered	20	340.00
		Replacement Tags	1	3.00
Sub-Total:				\$3,144.00
A2610	Minor Sales	Parking Tickets	19	970.00
Sub-Total:				\$970.00

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NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$16,239.78
Amount paid to:	New York State Comptroller's Office			15.00
Amount paid to:	New York State Department of Health			562.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			399.00
Amount paid to:	NYS Environmental Conservation			558.32
Total State, County & Local Revenues:		\$17,774.60	Total Non-Local Revenues:	\$1,534.82

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

City Clerk-Treasurer

08/01/19

Date

102 AUG 06 201

CITY OF NORTHTONAWANDA, NEW YORK												
CONSOLIDATED SICK REPORT, VACATION DAY, AND PERSONAL DAY SCHEDULE												
DEPARTMENT OF POLICE												
PERIOD COVERED: JANUARY 1 - JUNE 30, 2019												
SICK DAYS												
VACATION DAYS												
PERSONAL LEAVE DAYS												
NAME	BALANCE FWD.	EARNED	USED	REMAINING	AVAIL.	USED	REMAINING	AVAIL.	USED	REMAINING	PG. 1	
T. BAKULA	113	7.5	1.5	119	15	6	9	5	4	1		
G. BENJAMIN	27	7.5	2.125	32.375	20	2	18	5	4	1		
R. BOHNSTADT	180.25	7.5	7	180.75	25	7	18	5	0	5		
L. BOLSOVER	174.75	7.5	1	181.25	25	7	18	5	0	5		
M. BROCKLEHURST	11.75	7.5	8	11.25	10	5	5	5	1	4		
R. BROCKLEHURST	175.25	7.5	0	180.25	30	0	30	5	5	0		
F. BURKHART	19	7.5	1	25.5	10	2	8	5	2	3		
T. BUSH	207.375	7.5	0	214.875	25	5	20	5	0	5		
J. CAKE	78.375	7.5	6	79.875	20	2	18	5	2	3		
S. CAMPAS	4.25	7.5	3	8.75	10	4	6	5	4	1		
R. CINQUINO	167.25	7.5	1	173.75	25	14	11	5	2	3		
A. COSENTINO	41.5	7.5	0	49	10	5	5	5	0	5		
J. CRESS	139.75	7.5	1	146.25	25	5	20	5	0	5		
M. DAY	79.25	7.5	0	86.75	15	0	15	5	0	5		
R. DZUURA	67.75	7.5	0	75.25	15	7	8	5	2	3		
S. ENDRES	214.125	7.5	1	220.625	25	5	20	5	0	5		
D. FLORES	0	5	1	4	0	0	0	5	0	5		
R. FOLLENDORF	54.625	7.5	2	60.125	15	4	11	5	1	4		
R. FRANK	149.75	7.5	1	156.25	20	5	15	5	0	5		
K. GLASS	112.75	7.5	4	116.25	20	3	17	5	1	4		
E. HERBERT	69.375	7.5	2	74.875	15	9	6	5	1	4		
T. HUEY	120.375	7.5	2	125.875	30	0	30	5	1	4		
J. HUSSEY	0	5	1	4	0	0	0	5	0	5		
N. IWANICKI	106.375	7.5	1	112.875	20	6	14	5	3	2		

2019 JUL 22 P-4:25
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

Platter's Chocolate

CFO - A

Sponge Candy – Orange Chocolate – Pecan Frogs - Seasonal Novelties

AUG 06 2019

Wholesale – Private Labeling – Corporate Gifts

Since 1938

July 19, 2019

Mr. Austin Tylec
Alderman at Large
Department of Common Council
City Hall
216 Payne Ave
North Tonawanda, NY 14120

RECEIVED
CITY CLERK'S OFFICE

2019 JUL 19 PM2:58
NORTH TONAWANDA NY

Dear Mr. Tylec

Thank you in advance for presenting our request to the Council for the Third Annual Platter's Chocolates Spongefest 5K Race. Over the past two years, Platter's and the community has raised \$15,000 for Samaritan's Purse Disaster Relief.

We are aiming to have yet another terrific Event this year as well. With our new neighbors, Woodcock Bro's, we're banking this will be the best race for the community to date. This year, National Sponge Candy day falls on the actual Race day, September 21st. We are working to start the festivities on Friday night the 20th with a fund-raising Event at the Banquet facility. All strategizing will commence once we get Council approval.

Last year, at the Council's request we got an early start and put signs throughout the neighborhood along with door flyers. To our knowledge, we did not have one complaint! I am attaching the approved, certified race route that was submitted last year. All will stay the same.

I'm looking forward to meeting with you all again this Tuesday, July 23rd. If you should have any questions or need me to bring something else, please reach out to me and let me know.

Once again, hope to see you all 9/21 in your running shoes!

Sincerely,

John DiGuiseppe
VP of Business Development
Platter's Chocolates
john@platterschocolates.com

The Wurlitzer Building
908 Niagara Falls Blvd, Suite 106, North Tonawanda, NY 14120
716-693-5391 www.platterschocolates.com

Sponge Candy 5K

North Tonawanda, NY

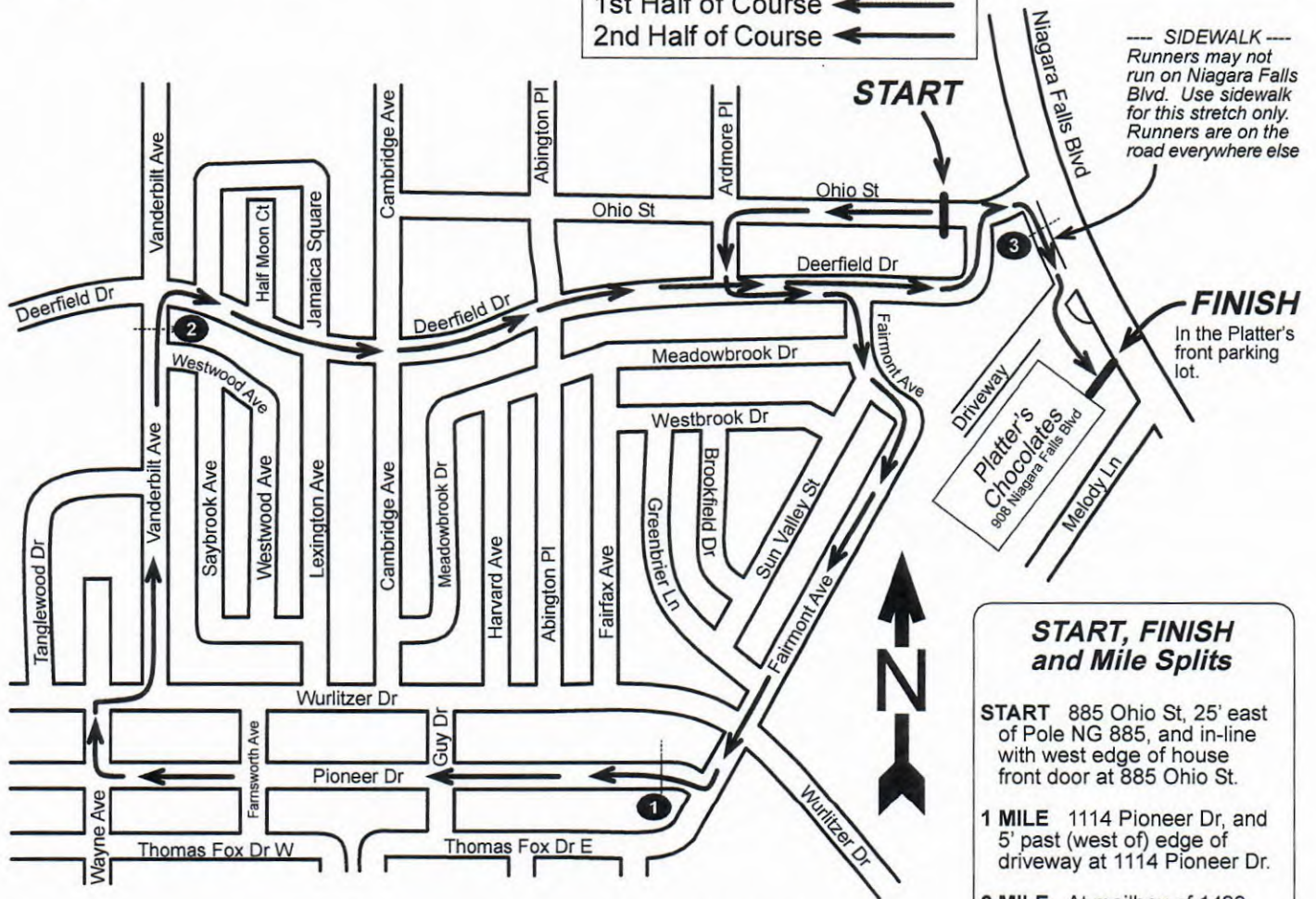


Certified Course NY17027JJ

Effective: 8/21/2017
Through: 12/31/2027

Course Distance:	5 Km
Date Measured:	August 19, 2017
Measured By:	Jeff John <i>BuffaloRunners.com</i>
Calibration Course:	NY15045JJ

1st Half of Course ←
2nd Half of Course ←



Course Route

START, run west on Ohio St
TURN left, run south on Ardmore Pl,
TURN left run east on Deerfield Dr,
TURN right run south on Fairmont Ave,
TURN right, run west on Pioneer Dr,
TURN right run north on Wayne Ave,
TURN right run east on Wurlitzer Dr,
TURN left, run north on Vanderbilt Ave,
TURN right, run east on Deerfield Dr,
TURN right, run east on Ohio St,
TURN right, run south on sidewalk of NF Blvd,
TURN right, run south on driveway,
TURN left, run east into Platter's parking lot,
FINISH at the big Cross Walk in parking lot.

START, FINISH and Mile Splits

START 885 Ohio St, 25' east of Pole NG 885, and in-line with west edge of house front door at 885 Ohio St.

1 MILE 1114 Pioneer Dr, and 5' past (west of) edge of driveway at 1114 Pioneer Dr.

2 MILE At mailbox of 1429 Vanderbilt Ave.

3 MILE On Niagara Falls Blvd south of Ohio St, and 21' before (north of) sign "Center Lane Only".

FINISH In the Platter's Choc. front parking lot and in-line with center of rightmost of the 4 front doors, and at the west edge of the big X-Walk, and 69' south of the large sign "Platter" Chocolate".

CFO - B

AUG 06 2019



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

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CITY CLERK'S OFFICE

2019 JUL 29 AM 11:44
NORTH TONAWANDA NY

Dear Council Members,

I am writing you today to inform you of a fundraiser we are planning for the Carnegie Art Center, titled "Uncork your Creativity." This event will occur on September 14, 2019 at 4pm. This will be a fall-fest style event, where we would like to host food and beer vendors, with the main focus on wine vendors. Leading up to this event, we will be hosting an art contest, where artists can submit their work to be on a promotional poster for a champagne company based in Italy. This poster will be displayed in distribution stores across the Northeast.

We would like to request permission to host this event on the adjoining lawn of the Carnegie. We would be happy to update and provide more details as we continue to plan. Please reach out to Natalie Brown, our Program Coordinator, or myself if you have further questions.

Thank you,



Kimberly Renda
President, CAC Board of Directors

CFO-C

From: Alan Mazzuchelli [mailto:mazz6421@aol.com]
Sent: Friday, July 26, 2019 2:08 PM
To: Art Pappas <artpappas@northtonawanda.org>
Subject: Building permit fee

AUG 06 2019

7/26/2019

To: Mayor/Common Council

Re: Building permit fee

Gentlemen, my name is Alan Mazzuchelli and I am a member of the Norton Red Jackets.

We are having a backup generator installed at Don Miller Park on Sweeney Street. We maintain the park for the benefit of youth to experience the outdoors. The Boys and Girls Club of the Tonawandas holds Camp Spirit at our location during the summer.

We have run into a small financial dilemma which the council maybe able to help with. We were able to get the funds for the generator through a grant but unfortunately it took a year to receive. In that time the price has risen \$600. If the council could have the permit fees waived, which are about \$200, that would help our bottom line. Thank you for your time.

*Alan Mazzuchelli
mazz6421@aol.com
695-1675*

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2019 JUL 29 AM 11:49
NORTH TONAWANDA NY