

# City of North Tonawanda

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

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

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

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

**September 15, 2022**

**The following meetings have been scheduled for TUESDAY, SEPTEMBER 20, 2022:**

**6:15PM Common Council Discussion**

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

**Respectfully submitted,**



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

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

**FROM: Donna L. Braun, City Clerk-Treasurer**

**RE: Agenda for Regular Session TUESDAY, SEPTEMBER 20, 2022 6:30PM**

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

**PROOF OF PUBLICATION PUBLISHED 9/01/2022**

- 1) Legal Notice – Bid Proposals for the Webster, Tremont and Manhattan Street Mill and Overlay Project – City Engineer

**PROOF OF PUBLICATION PUBLISHED 9/10/2022**

- 1) Legal Notice – Bid Proposals for the Wastewater Treatment Plant Pipe Assessment – Supt Water/Wastewater

**COMMUNICATIONS FROM CITY OFFICIALS**

- |                         |   |  |
|-------------------------|---|--|
| <b>I. Mayor</b>         | - | <b>Re: Approval of a Resolution to allow the City of North Tonawanda to explore shared services for Medicare Advantage and Prescription Drug Benefit Services for Retirees</b> |
| <b>II. Attorney</b>     | - | <b>Re: Proposed Deerwood Golf Course Concessionaire Agreement between City of North Tonawanda and Grant Cohan for the 2023, 2024, 2025, 2026 and 2027 Golf Seasons</b>         |
| <b>VII.1 Accountant</b> | - | <b>Re: Payment of the Abstract of Claims Dated September 20, 2022</b>  |
| <b>VII.2 Accountant</b> | - | <b>Re: Budgetary Transfer – For new Cellular Service for the Lift Station Alarms</b>   |

- VII.3 Accountant - Re: Budgetary Transfer – For a Paint Machine to reduce the labor cost of the department
- IX. Supt. Public Works - Re: Award of Contract for the Webster, Tremont and Manhattan Street Mill and Repave, Project 2022-09
- XIX. Building Inspector - Re: Approval of City Code change to Chapter 25 Building Permits §25-3 Fees
- XXI. Building Maintenance - Re: Approval of Bid from MLP Plumbing & Mechanical for four (4) roof top units at the Norman Keller Building
- XXV. Monthly Reports
- .1 Senior Citizen Center .2 Clerk-Treasurer
- XXXII. Community Development - Re: Approval to hold a Public Hearing in the Common Council Chambers September 27, 2022 for the Restore NY Communities Initiative

## **COMMUNICATIONS FROM OTHERS**

- A.  
Christian Academy of WNY Re: Permission to place a sign at the corner of Wheatfield and Nash to promote their Fall Fundraising Event
- B.  
Ohio Home Interest Organization Re: Permission to hold a Color Run on Thursday, October 13, 2022

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer

STATE OF NEW YORK  
NIAGARA COUNTY, } SS, \_\_\_\_\_

SEP 20 2022

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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 305262 was printed and published in said paper on the following dates:

09/01/2022

Janet M. Slipko  
Principal Clerk

Subscribed and sworn to before me this  
9-1-22

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

Notary Public                  Expiration Date

RECEIVED  
CITY CLERK'S OFFICE

2022 SEP 6 AM 9:30  
NORTH TONAWANDA NY

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

**LEGAL NOTICE  
CITY OF NORTH TONAWANDA, NEW YORK  
ENGINEERING DEPARTMENT**

**NOTICE TO BIDDERS**

**SEALED PROPOSALS** for the Webster, Tremont and Manhattan Street Mill and Overlay Project as called for by the Contract, in accordance with plans and specifications thereof, will be received by the City Clerk/Treasurer of the City of North Tonawanda, New York, until 10:00 am, Prevailing Time, Thursday, September 15th, 2022, at which time they will be publicly opened.

A copy of the Contract Documents is on file and is available for inspection during the usual business hours at the office of the City Engineer in the City Hall, 216 Payne Avenue, North Tonawanda, New York; and at Construction Exchange of Buffalo and Western New York, 2660 William Street, Cheektowaga, NY 14227.

The project consists of the milling and repaving of 1.57 of asphalt top coat on Webster Street (from Sweeney Street to Main Street), Tremont Street (from Manhattan Street to Main Street), and Manhattan Street (from Sweeney Street to Goundry Street). Also included is the paving of two permeable pavement strips on Webster Street as shown on the Drawings.

Copies of the Contract Documents required for review or bidding purposes may be obtained at the City Engineer's office, City Hall, 216 Payne Avenue, North Tonawanda, New York, on or after Thursday, September 1st, 2022, upon deposit of \$50.00 (2 - \$25.00 checks made payable to the City Treasurer of North Tonawanda) for each set of documents so obtained. The full amount of the deposit for one set of documents, and one-half of the deposit for any additional sets of documents will be refunded to each bidder who submits a formal proposal to the City, and who also returns the documents in good condition to the office of the City Engineer within thirty (30) days after his bid security has been returned to him. Equipment manufacturers, contractors, subcontractors and others who do not submit formal proposals to the City, will be refunded one-half the amount of the deposit for all sets of complete documents returned in good condition to the office of the City Engineer within thirty (30) days after the opening of bids. No refund will be made for documents received after this thirty (30) day period. Contract Documents must be obtained from the City for bidding on this project. Electronically obtained copies of the bid documents will not be accepted.

Each proposal must be accompanied by cash, a certified check payable to the City of North Tonawanda, or bid bond, having as surety thereon a surety company acceptable to the City Attorney, in an amount not less than five percent (5%) of the amount of the base bid, conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute any such further security as may be required for the faithful performance of the contract.

All bids shall be submitted to the City Clerk/Treasurer's office in a sealed envelope addressed to the City of North Tonawanda and shall be plainly marked on the outside with the Contractor's name and title of the bid. Bids for contracts shall be designated as, 2022-09 WEBSTER, TREMONT, and MANHATTAN STREET MILL AND OVERLAY.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The minimum wage rates to be paid to laborers and mechanics engaged in the construction of this project shall be the latest wage rates established by the State Industrial Commissioner.

The Owner reserves the right to reject any or all bids for failure to comply with the requirements of the Contract Documents but may, at its discretion, waive any informalities or irregularities.

The Owner further reserves the right to reject any or all bids or to award a contract which, in its judgment, is in the best interest of the Owner.

No bidder may withdraw his bid within sixty (60) days after the opening thereof, but may withdraw same at any time prior to the opening thereof. Bidder must sign the statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.

Donna L. Braun  
City Clerk/Treasurer  
City of North Tonawanda

N#305262

9/1/2022

SEP 20 2022

STATE OF NEW YORK  
NIAGARA COUNTY, } SS, \_\_\_\_\_

2022 SEP 15 AM 9:32  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid,  
and that the annexed printed legal # 304940  
was printed and published in said paper on the following dates:

09/10/2022

*Janet M. Slipko*  
Principal Clerk

Subscribed and sworn to before me this  
9-12-22

*Teresa L. McCarthy*

Teresa L. McCarthy      02/26/2026

Notary Public              Expiration Date

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

**Legal Notice**  
**Wastewater Treatment Plant Pipe Assessment**  
**Request for Proposal**

Sealed proposals will be received by the City of North Tonawanda at the Wastewater Treatment Plant, 830 River Rd, North Tonawanda, NY 14120, until Friday, September 23, 2022, at 3:00pm (EST) from qualified engineering firms, located and authorized to do business in the State of New York, to provide design and assessment services on process piping for the City of North Tonawanda Wastewater Treatment Plant.

The Request for Proposals (RFP) shall be available in the following formats: hard copy (paper) and electronic email (Adobe Acrobat \*.PDF format) upon request by contacting Donna Braun at (716)-695-8555 or email to: [dbraun@northtonawanda.org](mailto:dbraun@northtonawanda.org). Each proposal shall contain the full name and address of each person or company submitting the proposal. Proposals shall be delivered NO LATER THAN Friday, September 23, 2022, at 3:00pm (EST) to:

Jason W. Koepsell  
Superintendent of Water/ Wastewater  
City of North Tonawanda  
830 River Rd  
North Tonawanda, NY 14120

All questions shall be submitted in writing and shall be mailed or emailed to: Jason Koepsell, Superintendent of Water/ Wastewater, 830 River Rd North Tonawanda, NY 14120, or [Jkoepsell@northtonawanda.org](mailto:Jkoepsell@northtonawanda.org).

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

N#304940 9/10/2022

1,



SEP 20 2022

AUSTIN J. TYLEC

September 12, 2022

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

**RE: Medicare Advantage Shared Services**

Dear Honorable Body,

Attached is a proposal for the City of North Tonawanda to explore a shared services agreement with Niagara County and other participating municipalities in the NCPA for Medicare Advantage and Prescription Drug Benefit Services for our eligible retirees.

If approved, this resolution will allow the city to explore saving at approximately \$200,000 in Medicare & Prescription expenses.

Thank you for your consideration.

Respectfully,

Austin Tylec  
Mayor

2022 SEP 14 PM 4:04  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

## **MEDICARE ADVANTAGE RESOLUTION**

**WHEREAS**, City of North Tonawanda has secured contracts with United HealthCare for Medicare Advantage and Prescription Drug Benefit Plans (MAPD plans) for Medicare primary retirees of the participating entities of the City of North Tonawanda Purchasing Alliance (BCPA), and

**WHEREAS**, City of North Tonawanda allows participation of other interested municipalities pursuant to General Municipal Law § 119-o, and

**WHEREAS**, each participating municipality will enter into its own contract with United HealthCare under the NCPA to receive the preferred pricing and coverage of the alliance, and

**WHEREAS**, City of North Tonawanda wishes to participate in the NCPA MAPD Program effective 1/1/23, therefore be it,

**RESOLVED**, that the City of North Tonawanda agrees to participate with Niagara County and other participating municipalities in the NCPA for Medicare Advantage and Prescription Drug Benefit Services for its eligible retirees, and be it

**FURTHER RESOLVED**, that the City of North Tonawanda agrees to provide City of North Tonawanda, via NCPA Portal any information required to facilitate account registration including, but not limited to, census information of Medicare primary retirees including date of birth, gender, and zip code. Copy of current Summary Plan Description and Benefit Summary along with this resolution, and be it

**FURTHER RESOLVED**, that the City of North Tonawanda is authorized to execute any agreements, documents, or papers as may be necessary to implement the intent of this resolution.

-----  
Austin J. Tylec  
Mayor of North Tonawanda

-----  
Date



# City of North Tonawanda

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

SEP 20 2022

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

EDWARD A. ZEBULSKE, III  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

September 9, 2022

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

RE: Proposed Deerwood Golf Course Concessionaire Agreement between City of North Tonawanda and Grant Cohen for the 2023, 2024, 2025, 2026 and 2027 Golf Seasons

Dear Honorable Body:

Attached, for your consideration, is a proposed Concessionaire Agreement between the City of North Tonawanda and concessionaire Grant Cohen for the upcoming 2023 through 2027 golf seasons at Deerwood Golf course.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the agreement on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

Very truly yours,

Edward A. Zebulske, III  
City Attorney

EAZ/ik  
Att.

2022 SEP 12 PM 1:45  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

DEERWOOD GOLF COURSE  
FOOD SERVICE CONCESSION AGREEMENT

THIS LICENSE AGREEMENT, made the \_\_\_\_\_ day of September, 2022, by and between the CITY OF NORTH TONAWANDA, NEW YORK, a municipal corporation of the State of New York, with offices at 216 Payne Avenue, City Hall, North Tonawanda, New York 14120, hereinafter called "CITY" and \_\_\_\_\_, hereinafter referred to as "CONCESSIONAIRE".

WITNESSETH:

WHEREAS, the City owns, operates and maintains a golf course known as the Deerwood Golf Course, situated in the City of North Tonawanda, County of Niagara, State of New York, and

WHEREAS, the City desires to make available to the general public and others using said facilities a food service concession for the better accommodation, convenience and welfare of the general public and in fulfillment of the City's obligation to operate facilities for the use and benefit of the public, and

WHEREAS, the City has negotiated a lease, in "good faith", to allow concessionaire the right to operate the food service concession at the clubhouse at the Deerwood Golf Course, and the city has determined that through negotiations, the parties have reached a satisfactory and advantageous agreement and concessionaire has been awarded the new license agreement, and

WHEREAS, by this agreement, said concessionaire is hereby approved as food service concessionaire for the 2023, 2024, 2025, 2026, and 2027 golf seasons, as per its negotiations with the Mayor and City Attorney's Office, culminating on \_\_\_\_\_, 2022, and contingent upon a complete concession agreement being approved by resolution of the Common Council,

WHEREAS, pursuant to the Common Council resolution of \_\_\_\_\_, 2022 (See attached Exhibit A), the city agreed to negotiate a franchise agreement in good faith with the concessionaire to operate the Deerwood Clubhouse and, as a result of good faith negotiations between the City and the concessionaire, the instant five year agreement has been entered into as per its approval via the Common Council resolution of \_\_\_\_\_, 2022. (See attached exhibit B)

WHEREAS, the concessionaire is now ready, willing and able to provide the food service as per its negotiations with the Mayor and City Attorney's Office,

NOW, THEREFORE, IN CONSIDERATION OF COVENANTS AND AGREEMENTS HEREIN CONTAINED AND OF THE PAYMENTS OF MONIES AS HEREINAFTER SET FORTH, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1) EXCLUSIVE RIGHT OF OPERATION: The City of North Tonawanda, New York, hereby grants to the concessionaire the exclusive right and the concessionaire does hereby accept from the City the exclusive right of operation and agrees to operate the concession for the operation of the Restaurant, Snack Bar and Banquet Room, upon terms set forth in this concession agreement. Concessionaire shall also have the option to conduct business under the outdoor metal awning which is adjacent to the Clubhouse. However, said option to utilize the outdoor metal awning is conditioned upon concessionaire keeping the area underneath and surrounding the awning clean and tidy. Should concessionaire fail to keep the awning area neat and tidy, the City shall notify the concessionaire who then has 5 days to remedy the matter. If not resolved the City has the right to prohibit use of the outdoor awning by concessionaire. The City shall make reasonable efforts to prevent outside food and beverages from being brought onto the golf course property.

2) PAYMENT: Concessionaire agrees to equip Deerwood Golf Course Club House and to operate said related facilities as indicated in paragraphs 15 and 17 in strict compliance with the specifications set out in this agreement, and hereby agrees to pay the City of North Tonawanda, New York, an annual license fee as follows:

2023 - \$0.00 (zero in lieu of improvements listed in paragraph 17)

2024 - \$20,000

2025 - \$23,000

2026 - \$25,000

2027 - \$28,000

License fee will be paid in 5 installments equal to 20% (twenty percent) of the corresponding annual fee beginning on May 31, June 30, July 31, August 31, September 30, of each year of this agreement.

3) TERM AND OPTION TO RENEW: This agreement shall be effective on \_\_\_\_\_, 2022, and shall expire on December 31, 2027, unless sooner terminated as otherwise provided. The concessionaire shall be granted access to the Clubhouse to begin renovations as soon as this Agreement is executed and approved by the City Council. The concessionaire shall be granted an option to renew for a five year term under terms and conditions, including any increase in the license fee, to be negotiated between the concessionaire and the city and upon mutual agreement of both parties. In order to exercise this option, the concessionaire must give the City six (6) months written notice. The city agrees to negotiate terms and conditions of any subsequent lease agreement between the parties in good faith, including any increase in the license fee. Should the concessionaire choose to renegotiate this lease, the concessionaire must give the

City six (6) months written notice prior to expiration of the existing lease. At the expiration or earlier termination of this agreement, the concessionaire shall promptly surrender the possession of the premises to the City and shall deliver to the City all keys that it may have to any and all parts of the concession premises.

If concessionaire shall, with the consent of the City, hold over after the expiration or sooner termination of the term of this agreement, the resulting agreement shall, unless otherwise mutually agreed upon, be for an indefinite period of time on a month to month basis. During such month-to-month occupation, concessionaire shall pay to the City the sum equal to \$3,000 (Three Thousand Dollars) per month, unless a different rate shall be agreed upon, and shall be bound by all additional provisions of this agreement insofar as they may be pertinent.

4) WATER/SEWER AND UTILITIES: The concessionaire agrees to assume and pay for all utilities (gas and electric) to the Golf Course Clubhouse building during the term of this agreement. Proof of payment within 30 days of said payment is required to be supplied to the Director of Youth, Recreation and Parks after each bill is paid. The concessionaire also agrees to hold harmless the City for the payment of any and all utilities that the concessionaire is responsible for under this agreement.

5) PURPOSE OF CLUBHOUSE AND TERMINATION: The Deerwood Golf Course Clubhouse is meant to serve as a golf course clubhouse primarily for the service of the golfing public. The clubhouse as intended to be used throughout the term of this agreement as defined as a facility catering to the needs of the golfing community to include quick service of reasonably priced food and drinks, with the providing of a fast food service area between the nines with an inexpensive golfers-type menu. These are to be considered mandatory services that must be provided to the reasonable satisfaction of the City within the course of this agreement. If any of

these services are not provided to the reasonable satisfaction of the City and after thirty (30) days written notice of a specific list of deficiencies therein, said non-provision of such services to the reasonable satisfaction of the City shall be grounds for termination. Furthermore, if the concessionaire fails to make payments to the City in accordance with the terms herein then the City may cancel this agreement upon ten (10) days notice if payment has not been made at that time, or upon thirty (30) days notice of concessionaire's failure or to carry out the other terms hereof as referred to above.

Upon termination by notice, City shall have the right to enter the premises, occupied by concessionaire, by force or otherwise, and take full possession thereof, and close the premises for such time as it may deem proper, or, at the option of the City, may deal with the property without legal process, expel, oust, remove, and expel the concessionaire and all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained, without being liable to damages therefore, or for any damage or damages to, or loss of any personal property belonging to any party upon or occupying the premises or any part thereof from any cause whatsoever by reason of such removal.

6) HOURS OF OPERATION AND STAFFING: Concessionaire will operate said restaurant during the term of this agreement each and every day, including Sundays and Holidays during the hours that the Deerwood Golf Course is open as determined by the Director of Youth, Recreation and Parks or his designee, although this shall not prevent concessionaire from remaining open twenty-four (24) hours a day, seven (7) days a week and twelve (12) months of the year, if desired.

Concessionaire shall provide in writing to the City not later than March 1 of each year a proposed menu, proposed level of staffing, a schedule of charges to the public and hours of

operation for each type of food service offered to the golfing public. Concessionaire shall also advise the City whether or not it will utilize the food/drink cart service for golfers. The City shall review and approve the proposal before the concessionaire's implementation, which said approval shall not be unreasonably withheld. The City will provide the Concessionaire with a beverage cart with no warranty or guarantee on the operability of said cart. The Concessionaire shall be responsible for the maintenance, repairs and upkeep of said cart, and return it to the City at the end of the contract. If the concessionaire desires to change the hours of operation during the playing season of the golf course, he shall present his changes to the City in writing. Any changes shall be mutually agreed upon by both parties before they are implemented, but approval by the City of said changes shall not be unreasonably withheld. The types of food services offered to the golfing public shall include but not be limited to the snack bar, lunch, dinner and banquet room menus. It is the City's desire that the concessionaire shall also provide breakfast, at least on the weekends, however, the City is willing to defer to the concessionaire as to the cost effectiveness of offering said breakfast.

Further, as per the concessionaire's original RFP, the concessionaire agrees to maintain the snack bar service full-time. Snack bar will be open at 9am with prepared items, snacks and coffee with the kitchen open at 10:30am for a full menu.

From May 15th through September 30th, clubhouse doors shall be open for access to the restroom facilities by 7:00AM, Monday through Friday and 6:30AM on Saturday, Sunday and golf course holidays. Before May 15th and after September 30th during the golfing season, clubhouse doors shall be open no later than when the starter initiates play. City shall notify concessionaire of scheduling changes at least one week prior to their implementation.

The facility should be staffed with a sufficient number of personnel to efficiently run the restaurant, snack bar and banquet room and to insure the proper and daily morning cleaning of the facility to the standards required by the City. These standards are to keep the above-mentioned areas neat, clean and sanitary, and in compliance with the New York State Public Health Law and County Health Regulations. Should the concessionaire not maintain the standards required by the City with regard to service and with regard to cleanliness, after thirty (30) days notice of a specific deficiency and lack within said thirty (30) days from the date of receipt of said notice to remedy same, the City shall be entitled to terminate this agreement. Staffing and cleanliness standards to be followed by the concessionaire are to be provided by the Director of Youth, Recreation and Parks at the inception of this agreement.

7) CLEANLINESS: The concessionaire is required to daily clean the toilet facilities prior to opening on each and every day that the facility is open. The dining room area shall be vacuumed and cleaned on a daily basis. On a monthly basis, concessionaire shall wash the windows of the clubhouse both inside and outside and remove dirt and cobwebs from the building on a weekly basis. The concessionaire shall be responsible for cleaning all Clubhouse grease traps (including, but not limited to grease traps located outside of the building) at least twice per year. Concessionaire shall provide proof of grease trap maintenance in the form of a completion log and/or receipt of completed clean out from a contracted agency. City shall monitor the cleanliness of the clubhouse on a daily basis.

The City, and not the concessionaire, shall be responsible for maintenance and cleanliness of the area outside of the building, excluding exterior grease traps, area under the metal awning, and outdoor patio area where restaurant patrons eat & drink. The concessionaire, and not the City, shall be responsible for maintenance and cleanliness of the area inside the building.



8) SUBLET: Concessionaire shall not either in whole or in part sublet, transfer or assign this license and its rights and privileges hereunder unless first agreed to in writing by the city.

9) SUPERVISOR ON DUTY: A Supervisor will be present on premises at all times during its operation, and a schedule of Supervisors with their contact information shall be provided, in case the City must contact them for emergency purposes. If at any time the Director of Youth, Recreation and Parks notifies concessionaire that the supervisor is unsatisfactory, such complaint or reasons for dissatisfaction shall be set forth in writing and taken up between concessionaire and Director of Youth, Recreation and Parks. Concessionaire will use its best efforts to correct any complaints that the Director of Youth, Recreation and Parks has regarding the supervisor. Supervisor as used in this paragraph, shall be understood and agreed to mean an adult on-site management person who will be responsible for overseeing the restaurant operation and dealing directly with the Director of Youth, Recreation and Parks, city employees, and general public regarding complaints and services. Concessionaire further agrees to have at all times sufficient personnel on duty to render adequate service and assistance to the public, including daily cleaning, maintenance and periodic inspection of restrooms.

Should the City require an increase in staffing to effectuate the responsibilities of concessionaire herein it shall give the concessionaire notice of said deficiencies, specifying same in writing, and then the parties will mutually discuss and agree upon a change of staffing levels. For purposes of efficiency, said deficiencies in staffing, if agreed to be warranted, shall be remedied within fifteen (15) days after mutual discussion and agreement on same.

10) GARBAGE: City will furnish 4 garbage totes and 2 recycling totes for the use of concessionaire, and if required, the concessionaire will supply any additional receptacles and garbage bags at their expense. Concessionaire shall keep and maintain the interior of all buildings

and concession areas covered by this license agreement in a clean and sanitary condition. Concessionaire shall also wash and sanitize the garbage building and clean areas immediately adjacent thereto a minimum of two times per week. If the concessionaire so chooses, they may opt to have a dumpster placed near the garage at their own expense. Placement of the dumpster shall not impede traffic or be placed in fire lanes, or block parking spaces.

11) RESTAURANT BANQUET ROOM: City shall have the right to use the banquet room in the restaurant of the Clubhouse without payment of rental fee therefore upon ten (10) days written notice from the Director of Youth, Recreation and Parks of the exercise of this privilege, provided the room has not been previously booked for hire by concessionaire. The City's use of the banquet room as described above will be limited to five (5) days per season, but the concessionaire agrees that if the room is not being used as a banquet facility or as an "overflow" room from the restaurant, that the City may request the use of same under the same written notice as set out above if needed. In addition, other civic purpose groups such as Taxpayers Associations, Mayor's Advisory groups and groups associated with the Golf Course such as leagues shall also have the right to use said banquet room without payment of rental fee on no less than ten (10) days but at the discretion of concessionaire. If City exercises said privilege, it shall be subject to all other charges, excepting only said rental fee, which includes all food and beverages which shall be provided by concessionaire at their posted prices or as agreed upon in advance. Exclusive of City's privilege hereunder, concessionaire shall have the right to rent said banquet room of the restaurant for hire for receptions, parties, etc., upon such terms and conditions as it sees fit, subject to the stipulations upon price approval herein.

The current banquet room shall be open and available as a meeting room to various golf clubs and other organizations who wish to use same if it is not currently in use for rental by the

public or by the City pursuant to the terms of this agreement. Any club wishing to use same shall make arrangements with the Concessionaire to use same provided that all food and drink be purchased from the concessionaire.

12) CONcessionAIRE AS LICenSEE: It is understood and agreed that no real or personal property is leased to concessionaire; that concessionaire is a licensee and not a lessee; that concessionaire's right to occupy the premises and to operate the license shall continue only so long as the concessionaire shall comply promptly with each and all undertakings, provisions, covenants, agreements, stipulations and conditions contained herein.

13) CONcessionAIRE'S ASSUMPTION OF RiSk: Concessionaire assumes all risk in the operation under the license and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless City from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this license, or the carelessness, negligence or improper conduct of concessionaire or any servant, agent, or employee, which responsibility shall not be limited to the insurance coverage herein provided for.

14) BUILDING MAINTENANCE: Generally the City shall be responsible for maintaining the outside of the building and the concessionaire shall be responsible for maintaining the inside of the building. City shall be responsible for all major capital repairs and include, not by way of limitation, the roof, heating/cooling system (with the exception of general maintenance to the heating/cooling system, including but not limited to the replacement of air filters, regular tune-ups), and structure. Concessionaire shall maintain and keep in good repair, all interior space and equipment covered by this license and used by concessionaire in the conduct of this concession. All repairs and maintenance to all permanent fixtures, other than the heating/cooling system will

be the responsibility of the Concessionaire during the life of this agreement. Said repairs and maintenance by concessionaire shall include, but are not limited to repairs and maintenance of the ansul systems, and walk-in coolers. The Golf Course Superintendent shall be contacted if issues in the functional operation of the heating/cooling unit arise. All repairs or need for service calls shall be handled by the City. Concessionaire shall surrender to City at the expiration or other termination of this license all buildings, interior space, permanent improvements and attached accessories and fixtures in as good condition as when received, reasonable wear and tear and damage by the elements excepted. Upon termination of this license, all attached accessories and fixtures shall be considered property of the City. Notwithstanding the above, permanent fixtures (i.e. the ansul system, as an example) shall become the property of the City at the conclusion of the agreement. The City shall make all attempts to ensure that the heating and cooling systems function properly by making any repairs. However, once the City has ensured that the heating and cooling systems function properly by making any repairs and/or replacement, the concessionaire must maintain the heating and cooling systems. During the life of this agreement, concessionaire shall not make any revisions or structural alterations in the licensed premises without the written approval of the Director of Youth, Recreation and Parks. Concessionaire shall have the responsibility of winterizing the building if closed at any time during off season. City will be responsible for snow removal in the parking lot.

15) IMPROVEMENTS: Concessionaire shall receive written consent from the Director of Youth, Recreation and Parks prior to making any improvements to the Deerwood Clubhouse. Consent to make improvements shall not be unreasonably withheld by the City. Concessionaire's request to make improvements shall be made to the Director of Youth, Recreation and Parks in

writing. Said request shall include, but not be limited to an exact description of the proposed improvements as well as a timetable for completion.

16) INSPECTION: It is agreed that the licensed premises may be inspected at any reasonable time by an authorized representative of the City. Concessionaire agrees that upon notification by City's representative in writing, that any part of the licensed premises or the facilities thereof are unsatisfactory, concessionaire will remedy same within fifteen (15) days, provided said request is reasonable.

Concessionaire accepts the right and responsibility of the City to monitor its operation of this agreement to insure compliance with the terms and conditions of this agreement. The City shall evaluate twice annually in writing the performance of the concessionaire. The first performance rating shall be completed by July 31st and the second by November 30th. Both parties shall meet and discuss the City's evaluation.

Concessionaire agrees to meet at least twice annually with the Director of Youth, Recreation and Parks to discuss the ongoing implementation of this agreement and any problems and/or complaints which the Director may bring to its attention.

17) EQUIPMENT: Concessionaire shall supply all equipment, furniture, fixtures, and other items of interior decor necessary to complete the building and to operate as a Golf Course Clubhouse. Prior to opening the Golf Course Clubhouse in 2023 the concessionaire agrees to perform and make the following improvements:

1. Concessionaire shall immediately replace and install a new floor in the kitchen area;
2. Concessionaire shall make all built-in coolers operational;
3. Concessionaire shall renovate the bathrooms, including but not limited to installing new sinks, vanities and floor.

At the termination of this agreement according to the term set forth herein or upon termination for violations of said agreement, all fixtures, including trade fixtures, actually attached to the real property shall become the property of the City. The concessionaire shall have the right to remove from said premises all tangible personal property and equipment not a part of the real estate, installed by him and title to which he retains, subject, however, to any valid lien or claim which the City may have for unpaid fees, provided, also, that if said removal causes any damage to the premises, said concessionaire will repair the same in a proper and satisfactory manner at his own expense. All other tangible personal property may be purchased by City on a negotiated mutually acceptable price between the parties.

18) INVENTORY: As soon as practicable, but in any event within ninety (90) days after the execution of this agreement, the City and the concessionaire, by their respective authorized representatives, shall verify the detailed inventory list of all fixtures, equipment and all personal property of the City located in or on the premises included in this agreement. As often as required by the City, a joint inventory shall be taken and checked against the said inventory list.

19) COSTS OF OPERATION: Concessionaire agrees to be responsible for any and all costs of operation of the Clubhouse restaurant, snack bar and banquet room. Such costs shall include at least the following by way of illustration and not of limitation: All utility costs (except as separately agreed to) all kitchen equipment and utensils necessary to satisfactorily operate the restaurant's kitchen; all food, liquor, beer and other items necessary for operation of the restaurant; and all alcoholic beverage licensing fees and taxes.

20) QUALITY: All articles and services sold or used under this license will be of good quality. Concessionaire shall maintain and operate the concession provided for under this license in a good and businesslike manner and will charge prices as shall be reasonable and standard to similar

businesses in the area. All reasonable requests of the Director of Youth, Recreation and Parks will be adhered to. A list of all prices for all articles sold shall be prominently displayed at each restaurant or concession area, and provided to the Director of Youth and Recreation. Concessionaire shall also provide ten (10) days notice of any changes in said prices to the Director of Youth and Recreation.

21) **WORKERS COMPENSATION AND LIABILITY INSURANCE:** Concessionaire agrees to furnish a certificate of statutory Workers' Compensation insurance to the City Attorney providing statutory benefits for the State of New York for all employees and applicable independent contractors of the concessionaire, at concessionaire's expense. Furthermore, the concessionaire shall, at its own expense, provide a comprehensive liability insurance policy, including public liability and property damage insurance as will protect the concessionaire and the City from all claims for damages to property and persons, including death, and particularly the use of products and services, giving cause for claims or damages, which may arise from the operation of the business conducted under this agreement or anyone directly or indirectly employed by the concessionaire. All policies shall be subject to the approval of the City Attorney of the City, for adequacy, form of protection, and company.

Concessionaire may not commence work under this contract until it has obtained all insurance required under the following paragraphs and such insurance has been approved by the City Attorney of the City of North Tonawanda.

The concessionaire shall take out and maintain during the life of the contract, such bodily injury liability and property damage liability insurance as shall protect it and the City from claims for damages for bodily injury including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Said policy shall name

the City as an insured party. It shall be the responsibility of the concessionaire to maintain such insurance in amounts sufficient to fully protect itself and the City, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the minimum coverage acceptable.

Bodily injury liability insurance in an amount not less than \$1,000,000 (one million dollars) for injuries, including wrongful death, to any one person subject to the same limit for each person in an amount not less than \$2,000,000 (two million dollars) on account of all accidents.

Property damage liability insurance in an amount of not less than \$1,000,000 (one million dollars) for damages on account of any one accident and in an amount of not less than \$2,000,000 (two million dollars) on account of all accidents.

In the event concessionaire is unable to provide insurance coverage for the activities of selling or giving away liquor at the premises by the concessionaire, to cover claims pursuant to the New York State General obligations Law, Article 11, the concessionaire shall indemnify and hold harmless the City from any and all suits, claims, damages and actions of any kind or nature arising directly or indirectly involving or arising out of the above activities of the concessionaire, its agents, servants and employees.

Other Conditions of General Liability Insurance:

- 1) Coverage shall be written on comprehensive general liability form.
- 2) Coverage shall include:
  - A. Contractual liability
  - B. Independent contractors
  - C. Products and completed operations



3) City of North Tonawanda, 216 Payne Avenue, North Tonawanda, New York 14120, shall be added to the comprehensive general liability policy as "Additional Insured".

Additional Conditions of Insurance:

1) Concessionaire shall submit copies of any or all required insurance policies as and when requested by the City.

2) If any of the concessionaire's policies of insurance are canceled or not renewed during the life of the contract, immediate notice of cancellation or non-renewal shall be delivered to the City no less than 15 days prior to the date and time of cancellation or non-renewal along with the new policy information.

Certificate of Insurance:

The concessionaire shall file with the City Attorney's office prior to commencing work under this contract, a Certificate of Insurance.

1) Certificate of Insurance shall include:

- A. Name and address of insured
- B. Issue date of certificate
- C. Insurance company name
- D. Type of coverage in effect
- E. Policy number
- F. Inception and expiration dates of policies included on Certificate
- G. Limits of liability for all policies included on the Certificate
- H. Certificate holder shall be the City of North Tonawanda, 216 Payne Avenue, North Tonawanda, New York 14120

2) If the concessionaire's insurance policies should be non-renewed, canceled or expire during the life of the contract, the City shall be provided with a new certificate indicating the replacement policy information as requested above.

Furthermore, the concessionaire agrees to carry fire insurance in an amount and in a company to be approved by the City Attorney, to cover fire loss on the concession site to its

personal property and equipment during the operation of this agreement. The concessionaire agrees that if personal property or equipment shall be damaged or destroyed by fire or any other cause, said damages shall be promptly repaired, or new equipment, to be approved by the Director of Youth, Recreation and Parks, to serve the same purpose shall be promptly substituted therefore, all at the expense of the concessionaire and at no expense to the City. Such insurance policy or policies shall contain no right of subrogation against the City.

Said insurance policies shall contain a clause protecting the City of North Tonawanda against any liability arising out of the handling or use of or the existence of any condition in goods or products sold or handled after the insured has relinquished possession thereof to others. All liability policies and endorsements thereon will contain the following endorsement:

"In the event of any material alteration or cancellation of this policy, at least fifteen (15) days notice thereof in writing will be given to the City Attorney of North Tonawanda, New York."

The aforesaid policy of public liability insurance shall contain no provision, as respects to the City of North Tonawanda and/or its officers, agents, servants, and employees, excluding selling or distributing alcoholic beverages or as owner, lessor, or licensor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage, or to any similar provision.

A policy or a certificate of insurance evidencing the existence thereof shall be delivered to the City upon the execution of this agreement and a renewal policy shall be delivered to the City at least fifteen (15) days prior to a policy's expiration date.

22) APPROVAL: It is understood by Concessionaire that the performance bond and all policies of insurance must be approved as to form and sufficiency by the City Attorney of the City

of North Tonawanda and continue in full force and effect for the term of this agreement and any renewal terms.

23) CITY FUNCTIONS RETAINED: City shall retain its present functions of sale of tickets to the golf course, collection of same and the actual starting of players, operating of pro shop, driving range, rental of golf carts and provision of private golf lessons. City shall also retain responsibility for the issuing and handling of said tickets, as well as remaining the sole recipient of the proceeds of same which are not includable in the revenue of the concessionaire. Except as elsewhere specified in this agreement, the City retains all rights, responsibilities of operation and maintenance of the golf course and its attendant facilities.

24) HEALTH AND SAFETY REGULATIONS: Concessionaire shall comply with all ordinances, statutes, rules and regulations of all governmental bodies, including but not limited to the local police, fire, City and the Niagara County Health Department. Any structural alterations, additions or installations shall have previous approval by City. Concessionaire shall not use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof for any illegal purposes, or for any purpose in violation of any federal, state or municipal law, ordinance, rule, order or regulation or of any ordinance, rule or regulation of Director of Youth and Recreation and/or Common Council not in effect or hereafter enacted or adopted, and will protect, indemnify and forever save harmless the City of North Tonawanda and its agents, officers and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of concessionaire, or any of its employees, person or occupant for the time being of said premises.

25) EMPLOYER'S TAXES: Concessionaire shall comply with all Federal and State Labor and Worker's Compensation Laws and must pay all employer's taxes for Social Security and Unemployment Insurance, and all other taxes which are measured by the wages, salaries or other remuneration paid to persons employed by concessionaire; and must comply with sales tax requirements and income tax or other withholding requirements; and must indemnify and save harmless City from any liability for the payment of such taxes or charges. The concessionaire shall furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of the social security, unemployment compensation and all taxes and fees above referred to and showing that the said Workmen's Compensation insurance and all required licenses are in good standing.

26) INDEMNITY AND HOLD HARMLESS: Concessionaire agrees to indemnify and hold harmless the City from any and all suits, claims, damages and actions by and injuries to third persons and/or property of third persons arising out of the activities of the concessionaire, its agents, servants, employees, contractors and suppliers and the concessionaire further agrees to indemnify and hold harmless the City from any and all suits, claims, damages and actions of any kind or nature arising directly or indirectly on the part of the concessionaire, its agents, servants, employees, contractors, and suppliers out of its operations under this agreement.

Concessionaire also shall not permit any mechanics or materialman's or any other lien to be imposed upon the property herein above described or any part or parcel thereof by reason of any work or labor performed or materials furnished by any mechanic or material man to said concession or upon or regarding said property or said concession herein granted. The concessionaire shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of said concession and not permit same to become delinquent and suffer no

lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this agreement.

27) JOINT VENTURE: Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between City and concessionaire or to constitute concessionaire as agent of City.

28) CITY IN OFFICIAL CAPACITY: It is expressly understood and agreed by and between the parties that the employees and their officers and agents of City are acting in a representative capacity and not for their own benefit, and that neither concessionaire nor any occupant shall have any claim against them or any of them as individuals in any event whatsoever.

29) CONTRACT EXECUTORY: As to the obligations of City under the provisions of the license agreement, the same shall be deemed executor only to the extent of the moneys available therefore, and no liability shall be incurred by City beyond the moneys available for the purpose.

30) NOTICE: All notices and orders given to concessionaire may be served by mailing the same to concessionaire at an address designated for service or by delivering a copy thereof to concessionaire in person, or by leaving it at the place of business at the Clubhouse with any person then in charge of the same.

31) NON-COLLUSION: Concessionaire will agree to the provisions of Section 103-a and 103-b of the General Municipal Law and Sections 220 and 220-c of the Labor Law.

32) AMENDMENTS: This agreement shall not be amended or changed orally and any amendments hereto must be mutually agreed upon and evidenced by a written memorandum signed by each party hereto. It is expressly represented that this written agreement constitutes the

entire agreement between City and Concessionaire and that there are no other representations other than those set forth herein.

33) RIGHT OF FIRST REFUSAL: The City will have the first right to purchase any food service equipment from the Concessionaire at the expiration of the term or sooner if a termination takes place.

34) PAYMENTS TO CITY; ACCESS TO RECORDS OF CONCESSIONAIRE: Payments as set out in paragraph 2 shall be made by certified check, cashier's check, bank draft or other form of funds acceptable and made payable to the Director. Books and records of account shall be kept in accordance with generally accepted accounting principles. Concessionaire's records of operation and financial statements shall be open to inspection and audit by designated representatives of the City, including consultants employed by the City, only at the time when Concessionaire's option to renew is being considered by the City.

35) PERFORMANCE AND SECURITY DEPOSIT: In the event concessionaire is unable to obtain a performance bond to ensure payment of the license fee and cover damages to City utilities and equipment, concessionaire shall submit to the Director an amount of \$10,000 by certified check as a performance and security deposit on this license agreement. Said deposit will be placed in an interest-bearing account as determined by the City for the benefit of the Concessionaire. This deposit will be held by the City and the City may apply this amount plus interest towards any non-payment of the license fee and/or utilities, clean up and/or repairs, or any damages to the premises at the expiration of the license agreement or if the concessionaire defaults beforehand. This deposit is being required in lieu of a Performance Bond in order to insure faithful performance of the covenants, conditions and agreements contained in this agreement.

36) TOURNAMENT PLAY: The City shall make available time slots during the months of June through September annually for tournament play. The City shall book all tournaments according to written policy and the City will assist the concessionaire to promote tournament play. The City will provide the Concessionaire a contact list of all tournament contacts for the purpose of making concession arrangements with each tournament. The City retains the right to deny groups from conducting a tournament based upon their violations of golf course policies and golfing etiquette.

37) GOLF COURSE LOGO: This City's golf course logo will be exclusively used for the Deerwood Golf Course.

38) NO SIGNS: The concessionaire will erect no advertising signs on the said premises except with the written consent of the Director of Youth, Recreation and Parks and such consent shall not be unreasonably withheld.

39) RIGHT TO TERMINATION: Notwithstanding anything herein to the contrary, the City or the concessionaire reserve the right to cancel this concessionaire agreement at the end of the 2023 season. Should either party exercise its right to cancel the concessionaire agreement, it must give the other party written notice no earlier than July 31, 2023 and no later than September 30, 2023.

Furthermore, if the Clubhouse facility is partially damaged by fire or other casualty, but in the sole opinion of the City, not rendered untenable, the same shall be repaired with due diligence by the City at its own cost and expense, and a rental abatement given if the concessionaire is unable to operate. If the damage shall be so extensive as to render such premises untenable, in the sole opinion of the City, and repairs would take a substantial period of time, either party may immediately terminate said agreement with any license fee to be proportionally paid by the

concessionaire up to the time of such damage. If the premise is destroyed by the negligence or actions of the concessionaire, then it would be responsible for the cost and expense of the repairs to the premises and no such license fee abatement will take place.

40) MISCELLANEOUS ITEMS: The concessionaire shall work in a cooperative manner with the golfing public and the City's employees. The concessionaire shall be responsible for following the chain of command designed by the City for promoting good communication between both parties. The City and the concessionaire shall consider policy revisions during the off-season for implementation for the next golfing season. The concessionaire shall also provide the City's golf leagues a location within the Clubhouse for their bulletin boards. This license agreement is executed subject to a Resolution approving said agreement by the North Tonawanda Common Council.

IN WITNESS WHEREOF, the City of North Tonawanda has caused its corporation seal to be hereunto affixed and these presents to be duly signed by its authorized officer and \_\_\_\_\_ a corporation, as concessionaire, and they hereunto set their hands and seal on behalf of themselves as of the day and year below indicated.

CITY OF NORTH TONAWANDA, NY \_\_\_\_\_

\_\_\_\_\_  
Austin Tylec, Mayor

By: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF NIAGARA) ss.  
CITY OF NORTH TONAWANDA)

On this \_\_\_\_\_ day of September 2022, before me personally came Austin Tylec, to me personally known, who being by me duly sworn, did depose and say that he is the Mayor of the



City of North Tonawanda, New York, the corporation described in and which executed the above Instrument; that he knows the corporate seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Common Council of the City of North Tonawanda, New York, and that he signed his name thereto by like order.

---

Notary Public

STATE OF NEW YORK)  
COUNTY OF NIAGARA) ss.  
CITY OF NORTH TONAWANDA)

On this    day of September 2022, before me personally came \_\_\_\_\_, to me personally known, who being by me duly sworn, did depose and say that she resides in the City of North Tonawanda; that she is the President of the corporation described in and which executed the above Instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, that she signed her name thereto by like order.

---

Notary Public

JEFFREY ZELLNER  
CITY ACCOUNTANT

JENNIFER CRESS  
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP  
JUNIOR ACCOUNTANT

# City of North Tonawanda

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

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

VIL 1

SEP 20 2022

September 15, 2022

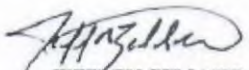
Honorable Austin J. Tylec, Mayor  
And Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Honorable Body:

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

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated September 20th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

2022 SEP 15 AM 9:21  
NORTH TONAWANDA NY  
RECEIVED  
CITY CLERK'S OFFICE

JEFFREY ZELLNER  
CITY ACCOUNTANT

JENNIFER CRESS  
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP  
JUNIOR ACCOUNTANT

# City of North Tonawanda

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

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

VII.2

SEP 20 2022

9/6/2022

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

Dear Honorable Body:

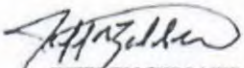
In accordance with Article V, Division 2, Section 5.023 and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following amendment of fiscal year 2022 appropriations, based on the request of the Department Head, copy attached.

Dollar

<u>Amount</u>	<u>Increase Account</u>	<u>Decrease Account</u>
\$92,000	004.8120.0480	001.0691.000
	Sanitary Sewers – Operations	Deferred Revenue

Reason: Verizon no longer offers 3G Cellular service for lift station alarms, RAFA 600 controller is new system for the 20 Lift stations

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

2022 SEP 6 PM 2:19  
NORTH TONAWANDA NY  
RECEIVED  
CITY CLERK'S OFFICE

## Budgetary Transfer Request Form

Department: Accounting

Date: 9/6/2022

Dollar Amount	Appropriation Accounts and Documentation			
\$92,000	Increase (Decrease) Account	Increase (Decrease) Account	Account Number	Account Description
	004.8120.0480 - Sanitary Sewers – Operations	001.0691.000 - Deferred Revenue	001.0691.000 - Deferred Revenue	ARPA
	Account Number	Account Description	Account Number	Account Description

**Explanation:**

Verizon no longer offers 3g cellular service for lift station alarms, RAFA 600 controller is new system for the 20 lift stations around the city.

**Please Check One**

Common Council Action	NO Common Council Action

Department Head Signature	Date
9/6/2022	9/6/2022

**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 appropriations must be less than \$250,00
2. Transfer only between existing appropriation accounts within your Department Budget
3. Accumulated transfers made into any one appropriation account can not total more than \$250,00 within any fiscal year

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

1. Transfer appropriations must be over \$250,00
2. Creation of a new appropriation account your budget

**For Accounting Department Use Only**

	Department of Accounting Audit	Common Council Meeting Date
3		9/13/2022

JEFFREY ZELLNER  
CITY ACCOUNTANT

JENNIFER CRESS  
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP  
JUNIOR ACCOUNTANT

# City of North Tonawanda

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

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

VII.3

SEP 20 2022

9/13/2022

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

Dear Honorable Body:

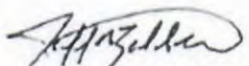
In accordance with Article V, Division 2, Section 5.023 and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following amendment of fiscal year 2022 appropriations, based on the request of the Department Head, copy attached.

Dollar

<u>Amount</u>	<u>Increase Account</u>	<u>Decrease Account</u>
\$75,000	001.3310.0480	001.3310.0100
	Traffic Control – Operations	Traffic Control – Personal services

Reason: A Paint machine was purchased to reduce the labor cost of the department

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

2022 SEP 13 PM 2:39  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

## Budgetary Transfer Request Form

Department: Public Works

Date: 09/13/2022

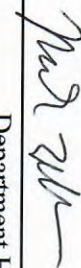
Dollar Amount	Appropriation Accounts and Documentation	
\$75,000	From Appropriation Account 001-3310.0100 Traffic Control Personal Services Account Number	Into Appropriation Account 001-3310.0480 Traffic Control Operations Account Number Account Description

**Explanation:**  
 A paint machine was purchased to reduce labor cost.

**Please Check One**

Common Council Action	NO Common Council Action
-----------------------	--------------------------

	
Department Head Signature	Date
	9/13/2022

### 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 appropriations must be less than \$250.00
  2. Transfer only between existing appropriation accounts within your Department Budget
  3. Accumulated transfers made into any one appropriation account can not total more than \$250.00 within any fiscal year
- 2.21 - Budgetary transfers can be initiated by a Department Head through the Common Council if **one** of the following Criteria is met:
1. Transfer appropriations must be over \$250.00
  2. Creation of a new appropriation account your budget

**For Accounting Department Use Only**

Control #	Department of Accounting Audit	Common Council Meeting Date	

IX.

City of North Tonawanda, New York  
**DEPARTMENT OF PUBLIC WORKS**

758 Erie Avenue, North Tonawanda, New York 14120  
(716) 695-8585

**SEP 20 2022**

September 15, 2022

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

**Re: Project 2022-09 Webster, Tremont and Manhattan Street Mill and Repave  
Award of Contract**

Dear Honorable Body:

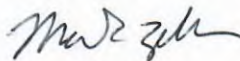
On September 15, 2022, five (5) bids were received and opened by the City Clerk for the Webster, Tremont and Manhattan Street Mill and Repave Project. The results are as follows:

Total Base Bid:

1. <b>Milherst Construction, Inc.</b>	<b>\$282,550.00</b>
2. Occhino Corp.	\$284,150.00
3. Mark Cerrone, Inc.	\$309,325.00
4. Scott Lawn Yard, Inc.	\$338,950.00
5. Keeler Construction Co., Inc.	\$339,155.00

The Engineering Department has reviewed the bid results and are recommending award of the Contract. Accordingly, I respectfully request that the Common Council award the Webster, Tremont and Manhattan Street Mill and Repave Project Contract to Milherst Construction, Inc., 10025 County Road, Clarence Center, NY 14032, at their low Base Bid and of \$282,550.00; authorizing the Mayor to sign said contract subject to review by the City Attorney.

Very truly yours,



Mark Zellner  
Superintendent of Public Works

MZ:tjs

Cc: file  
Edward Zebulske, City Attorney  
Chelsea Spahr, City Engineer  
Jeffery Zellner, City Accountant  
Jim Collins, Milherst Construction

2022 SEP 15 AM 11:56  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE



XIX.

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

SEP 20 2022

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

Mayor Austin Tylec  
Honorable Common Council

September 14, 2022

Good evening,  
Enclosed please find the text of the proposed increase to the Building Department permits fees.  
The present Code Language is as follows.

*25-3 Fees*

**B.**

*All other nonresidential construction (new): \$50 filing fee plus \$7 per thousand or fractional part thereof based on contractor's quotes/contract prices, material receipt costs (doubled to include labor value for homeowner's projects) or on an estimate as determined by the Building Inspector.*

**C.**

*Other construction permit fees shall be as follows:*

**(1)**

*Structural, such as garages, sheds, additions, renovations, decks or similar work: filing fee of \$50 plus \$7 per thousand or fractional part thereof based on contractor's quotes/contract prices, material receipt costs (doubled to include labor value for homeowner's projects) or on an estimate as determined by the Building Inspector.*

**(2)**

*Nonstructural, such as siding (removal and re-install), fences, roofing, vinyl replacement windows, HVAC, hot water tanks, above and in-ground pools-spas and insulation: filing fee of \$35 plus \$7 per thousand or fractional part thereof based on contractor's quotes/contract prices, material receipt costs (doubled to include labor value for homeowner's projects) or on an estimate as determined by the Building Inspector.*

The new Code language after approval would be.

*25-3 Fees*

**B.**

*All other nonresidential construction (new): \$50 filing fee plus \$8 per thousand or fractional part thereof based on contractor's quotes/contract prices, material receipt costs (doubled to include labor value for homeowner's projects) or on an estimate as determined by the Building Inspector.*

**C.**

*Other construction permit fees shall be as follows:*

**(1)**

*Structural, such as garages, sheds, additions, renovations, decks or similar work: filing fee of \$50 plus \$8 per thousand or fractional part thereof based on contractor's quotes/contract prices, material receipt costs (doubled to include labor value for homeowner's projects) or on an estimate as determined by the Building Inspector.*

**(2)**

2022 SEP 14 PM 12:44  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE



*Nonstructural, such as siding (removal and re-install), fences, roofing, vinyl replacement windows, HVAC, hot water tanks, above and in-ground pools-spas and insulation: filing fee of \$35 plus \$8 per thousand or fractional part thereof based on contractor's quotes/contract prices, material receipt costs (doubled to include labor value for homeowner's projects) or on an estimate as determined by the Building Inspector.*

If approved this increase will take effect January 1, 2023.

Thank you for your attention in this matter.

Respectfully,



Robert C. DePaolo  
Building Inspector

XXL

**City of North Tonawanda**

SEP 20 2022

City Hall  
Maintenance Department  
216 Payne Avenue  
North Tonawanda, NY 14120  
(716) 695-8538

Date  
9/2/2022

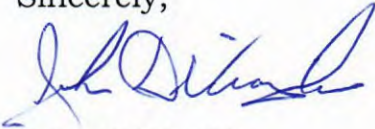
The Honorable Mayor Tylec and Common Council

The roof top units at the Norman Keller Building are 21 years old and failing. After soliciting bids for the new units the following were the bid results:

MLP Plumbing & Mechanical... \$55,998.00  
DV Brown & Associates...\$68,858.00  
John W. Danforth Co...\$77,530.00

I am requesting approval to award the bid to MLP.

Sincerely,



John DiVirgilio  
Maintenance Supervisor

RECEIVED  
CITY CLERK'S OFFICE

2022 SEP 2 AM 9:53  
NORTH TONAWANDA NY

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

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



September 1, 2022

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

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of August 2022

**Senior Center's Total Monthly Services      2,242**

**Unduplicated      623**

**Duplicated      2,096**

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

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

2022 SEP 6 AM 9:00  
NORTH TONAWANDA, NY

RECEIVED  
CITY CLERK'S OFFICE

# City of North Tonawanda

XXV.2

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

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

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

SEP 20 2022

RECEIVED  
CITY CLERK'S OFFICE

2022 SEP 14 AM 11:31  
NORTH TONAWANDA NY

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

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

9/14/2022

Dear Sirs:

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

## General Fund

Balance Fwd - Checking	2,107,888.79
Balance Fwd - Money Market	5,000,494.12
Investments	(5,000,000.00)
Receipts for the month	6,981,055.58
Warrants Drawn	(2,876,926.38)
	<u>\$6,212,512.11</u>

## Sewer Fund

Balance Fwd - Checking	212,453.88
Balance Fwd - Money Market	8,919.05
Investments	0.00
Receipts for the month	469,596.68
Warrants Drawn	(335,042.99)
	<u>\$355,926.62</u>

## Water Fund

Balance Fwd - Checking	1,262,589.83
Balance Fwd - Money Market	1,239,148.98
Investments	0.00
Receipts for the month	305,532.44
Warrants Drawn	(268,680.34)
	<u>\$2,538,590.91</u>

## Trust & Agency Fund

Balance Fwd - Checking	278,665.33
Receipts for the month	47,856.16
Warrants Drawn	(75,303.76)
	<u>\$251,217.73</u>

### Capital Construction Fund

Balance Fwd - Checking	2,852,909.21
Balance Fwd - Money Market	5,012,106.85
Receipts for the month	187,793.74
Warrants Drawn	(714,616.93)
	<hr/>
	\$7,338,192.87

### Community Development Fund

Balance Fwd - Checking	1,061,450.87
Receipts for the month	27,076.55
Warrants Drawn	(27,076.55)
	<hr/>
	\$1,061,450.87

### Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	274,075.00
Warrants Drawn	(274,075.00)
	<hr/>
	\$0.00

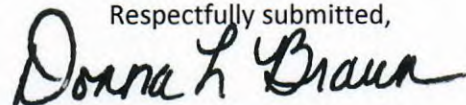
### Housing Rehabilitation Fund

Balance Fwd	1,476.29
Receipts for the month	0.06
Warrants Drawn	0.00
	<hr/>
	\$1,476.35

### Home Rehabilitation Fund

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

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer



# City of North Tonawanda

Department of Community Development  
500 Wheatfield Street  
North Tonawanda, New York 14120  
716-695-8580  
716-614-0519 (fax)

XXXII.

SEP 20 2022

September 7, 2022

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

Re: Restore NY Communities Initiative

Dear Honorable Body:

Empire State Development recently announced the Restore NY Communities Initiative grant with the purpose of *“providing municipalities with financial assistance for revitalization of commercial and residential properties. The program encourages community development and neighborhood growth through the elimination and redevelopment of blighted structures.”*

Municipalities may apply for up to \$2 Million and eligible projects must *“demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties.”* Successful applications should demonstrate as many of the following as possible: project feasibility, project readiness, location within an urban downtown, location within a Brownfield Opportunity Area, consistent with community redevelopment plan, ability to induce commercial investment, and clearly identified need.

Given the criteria noted above, with a particular emphasis from Empire State Development on project feasibility and project readiness, the Department of Community Development believes that the Lowry School redevelopment project, lead by Rochester’s Cornerstone LTD would make a strong application. The grants would be used for the adaptive reuse of the former middle school to include 87 senior apartments on Payne Avenue.

The Department of Community Development will be publishing a list of the properties for public review and is requesting authorization to conduct a public hearing on **Tuesday, September 27<sup>th</sup> at 6:00 PM in the City Council Chambers** to gain public feedback and input regarding the grant application.

Sincerely,

Laura Wilson  
Director of Community Development

2022 SEP 7 PM 12:34  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE



CHRISTIAN ACADEMY  
OF WESTERN NEW YORK

CFD-A.

SEP 20, 2022

September 13, 2022

Department of Common Council  
City of North Tonawanda  
City Hall – Main Floor  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Common Council Members,

On behalf of Christian Academy of Western New York (CAWNY), we are once again requesting your approval for a temporary sign placement. We would like to promote our annual fall fundraising event, which is scheduled for Saturday, October 22<sup>nd</sup>.

For our previous events, the sign has been placed at the corner of Wheatfield and Nash, near the baseball diamonds. We will be renting the sign from Buffalo Sign Rental. They are familiar with the location and placement of the sign, so as not to obstruct views. The sign will not require electricity and it will not be illuminated.

With your approval, placement of the sign would begin on Monday, October 10<sup>th</sup> and it would be removed shortly after the 22<sup>nd</sup>.

When your decision is made, or if you have any questions, please contact Susan Woodward at (716) 622-6223. She can also be reached by email at [littlevergirl2@gmail.com](mailto:littlevergirl2@gmail.com).

We look forward to a successful fundraiser as we celebrate CAWNY's 30<sup>th</sup> year of making a positive impact in educating the youth of our future!

Thank you for your consideration.

Sincerely,

Kirk Barnum, Administrator

RECEIVED  
CITY CLERK'S OFFICE

2022 SEP 13 PM 2:50  
NORTH TONAWANDA NY

CFO. B.

SEP 20 2022

September 13, 2022

Mayor Tylec and Common Council Members  
City Hall-Main Floor  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Mayor Tylec and North Tonawanda Common Council,

We are requesting approval to hold a fundraising Color Run from 5:00 PM-7:00 PM on Thursday October 13, 2022. The proceeds from the run will benefit the Ohio Home Interest Organization, which is the Parent Teacher Association for Ohio Elementary School. This event would involve closing:

- Ohio Street from Abington Place to Cambridge Avenue
- Abington Place from Ohio Street to Deerfield Drive
- Deerfield Drive from Abington Place to Cambridge Avenue
- Cambridge Avenue from Deerfield Drive to Ohio Street

We have attached a route map for the run, including the streets/intersections that would need to be closed to ensure the safety of the run's participants. Should the event be approved, we respectfully request the route to be posted "NO PARKING" during the times of the event, and for the North Tonawanda Department of Public Works to provide road barriers for the following intersections:

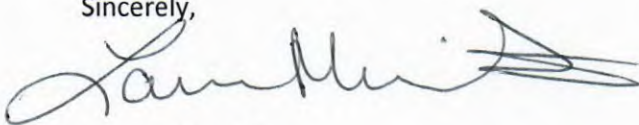
- Ohio Street and Abington Place
- Abington Place and Deerfield Drive
- Deerfield Drive and Cambridge Avenue
- Cambridge Avenue and Ohio Street

In years past, various PTA groups in the North Tonawanda City School District have held very successful events similar to this one after gaining approval from the North Tonawanda Common Council. Like those events, all money raised by this run will directly benefit students in the North Tonawanda City School District.

There has been communication between our group and Chief Keith Glass of the North Tonawanda Police Department and Chief Joseph Sikora of the North Tonawanda Fire Department about the run. Both chiefs have stated their departments are capable of handling such an event.

If you have any questions, please do not hesitate to contact me at 716-361-9364. Thank you for your help in this matter.

Sincerely,

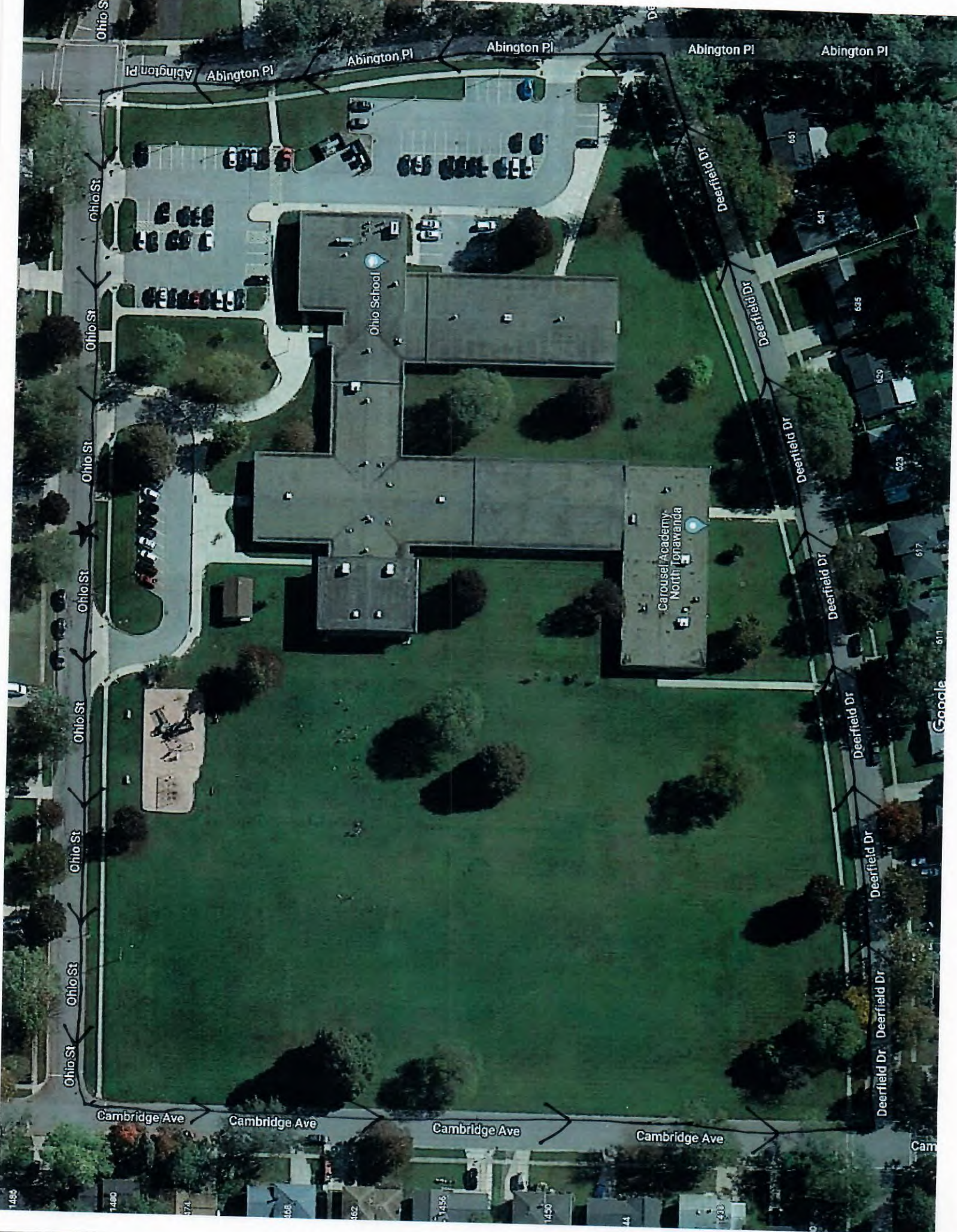


Lauren Miranto  
President-Ohio Home Interest Organization

2022 SEP 14 PM 1:53  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE





Ohio St

Abington Pl

Abington Pl

Abington Pl

Abington Pl

Abington Pl

Abington Pl

Deerfield Dr

Deerfield Dr

Deerfield Dr

Deerfield Dr

Deerfield Dr

Deerfield Dr

Deerfield Dr

Deerfield Dr

Cam

Ohio School

Carousel Academy,  
North Tonawanda

Ohio St

Ohio St

Ohio St

Ohio St

Ohio St

Ohio St

Ohio St

Ohio St

Ohio St

Ohio St

Ohio St

Cambridge Ave

Cambridge Ave

Cambridge Ave

Cambridge Ave

1495

1489

1474

1468

1462

1456

1450

1444

1438

1432

651

647

635

629

623

617

611

Google