

City of North Tonawanda

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

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

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

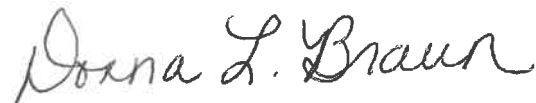
August 10, 2023

The following meetings have been scheduled for TUESDAY, AUGUST 15, 2023:

6:15PM Common Council Meeting Discussion

6:30PM Common Council Meeting in Common Council Chambers

Respectfully submitted,



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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY AUGUST 15, 2023 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

I. Mayor - Re: Approval of Amended School Resource Officer Agreement between the North Tonawanda High School and City of North Tonawanda

II. Clerk-Treasurer - Re: Receive and File the East Hill Foundation Grants for 2024

VII. Accountant - Re: Payment of the Abstract of Claims Dated August 15, 2023

XXV. Monthly Reports

.1 Clerk-Treasurer

XXXII. Dir. Community Development Re: Approval to hold a Public Hearing in the Common Council Chambers to discuss the Tonawanda Island Infrastructure Analysis

Respectfully submitted,



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

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

J.

AUG 15 2023

~~June 28, 2023~~ August 9, 2023

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

Re: School Resource Officer Agreement - ***Amended 8-9-2023**

Dear Honorable Body,

Upon successful discussions with the North Tonawanda City School District, Police Chief Glass and I were able to secure a four-year contract to provide four School Resource Officers. The proposed amount to be paid for the 2024-2025 school year is \$110,000 per SRO and \$125,400 per SRO for 2025-2026, 2026-2027 and 2027- 2028.

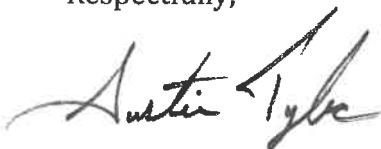
***Upon further discussions between all parties involved, the termination clause in Paragraph 8(c) was revised to allow The City or School District to terminate said agreement with notice prior to July 1st during the term of the contract. Termination would take effect on January 1st of the following year.**

Although both The City and School District do not foresee a termination of the agreement, specifying an agreeable termination clause is in the best interest of both parties.

Please reference the attached School Resource Officer Agreement. This agreement will be a critical part of keeping our NT students and faculty safe.

Thank you for your attention to this matter.

Respectfully,



Austin Tylec
Mayor

City Hall, 216 Payne Avenue, North Tonawanda, NY 14120 · 716.695.8540
atylec@northtonawanda.org

2023 AUG 9 PM 2:56
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made as of the ___ day of _____ 2023, by and between the **City of North Tonawanda**, whose principal address is 216 Payne Avenue, North Tonawanda, New York 14120, (“City”) and the **North Tonawanda City School District**, whose principal address is 176 Walck Rd. North Tonawanda, New York 14120 (“School District”). The City and School District are also each referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

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

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

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

AGREEMENT

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

2. **Place.** The SRO shall provide Services on-site at the School District’s assigned building. The SRO assigned K-3 Elementary buildings will develop and maintain a rotation schedule in collaboration with the superintendent and police chief. There are a total of four (4) SROs for the terms and length of this contract.

3. **Term.** The Term of this Agreement shall commence on August 1, 2023 (or, if renewed, the first day that teachers report to school) and shall terminate on July 31, 2028, unless sooner terminated in accordance with Paragraph 8(c) below, subject to the following terms and conditions:

4. **Obligations of the City:**

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

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

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

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

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

- Educate students about the law and law enforcement, including crime prevention and safety;
- Present educational programs to students in conflict resolution, restorative justice, crime awareness and emotional regulation and de-escalation, along with anger management;
- Present educational programs to school employees, parents, community stakeholders, and school board members;
- Facilitate counseling and mediation (as mutually agreed upon by both Parties) student-teacher and student-parent communication and conflicts and other conflict resolution;
- Build relationships by being a liaison between the North Tonawanda Police Department and the School District;
- Address criminal activity occurring in or around the school(s);
- Survey the needs of schools and address crime and disorder problems, gangs and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the climate and environment that may reduce crime in or around the district campus;
- Develop or expand crime prevention efforts for students and campus community;
- Educate potential school-age stakeholders in crime prevention and safety;
- Develop or expand community justice initiatives for students and campus community members;
- Consult on school policies that address crime and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law;
- Take appropriate law enforcement action with regard to any criminal activities that they observe or that are reported directly to them;

- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School District's administration and approved by the Chief of Police, which approval cannot be unreasonably withheld. This applies only to activities held on the assigned Campus;
- District camera monitoring, review, and proper placement for coverage;
- Participate in district safety meetings including DEI committee meetings;
- Provide security suggestions and training for transportation department and bus drivers;
- Conduct threat assessments of students and campus community members who are demonstrating behaviors indicative of violent acts and;
- Assist school social workers, psychologists, and educational professionals with distraught students.

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

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

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

- a. The School Resource Officer is directed by the Police Department to respond to an emergency off the Campus.
- b. The School Resource Officer's investigation of an incident that occurred on Campus requires the Police Officer to leave the Campus.
- c. The School Resource Officer leaves Campus to obtain food and returns to the Campus to eat. (No more than twice during a shift.)

- d. The School Resource Officer leaves at the end of the shift.
- e. It is the School Resource Officer's opinion that they must leave the Campus in order to protect life or property off Campus.
- f. The School Resource Officer is in transit, while on assignment to the School District, between the Middle School and the office in the High School, or vice versa.

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

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

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

b. **Payment for Services.** The amount to be paid by the School District in the 2023-2024 school year shall be \$110,000 per SRO. For the 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years the annual amount will be \$125,400 each year per SRO. The City shall bill for services on a monthly, pro rata basis, and the school shall pay within thirty (30) days of presentation of an invoice or voucher (at direction of the School District.)

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

a. **Independent Contractor Relationship.** Nothing in this Agreement will be construed as creating a partnership between the Parties. The City shall be providing Services to the School District as an independent contractor. Any and all Services performed by the City and its officers, employees and/or agents under this Agreement shall be performed in such capacity. SROs assigned to the School District are under the direct supervision and command of the Chief of Police of the Police Department. The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the City or its officers, employees and/or agents perform Services under this Agreement except as explicitly provided herein and/or as required by federal, state, or local laws, rules, and regulations. No City officer, employee, and/or agent shall hold himself/herself out as, nor claim to be, an officer, employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers'

compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The City shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the City's acts or omissions. It is further agreed by the City and the School District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld by the School District on behalf of any City employee, consultant, or agent. Said withholding shall be the responsibility of the City in compliance with applicable federal, state, and local laws, rules or regulations. The City agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District.

- b. **Fingerprinting and Criminal Clearance.** The City shall provide a complete roster of all SROs who are reasonably expected to have direct, in-person, face-to-face contact with the School District's students, on the School District's premises, during the school year, pursuant to this Agreement. The School District, in turn, shall be responsible for submitting the fingerprints of each such person to the New York State Education Department ("NYSED") to facilitate a criminal background check and criminal clearance review process by the NYSED for each such person. The School District understands that most, if not all, of the City's SROs previously have been fingerprinted "for law enforcement purposes" and that their prints are likely already on file with the New York State Division of Criminal Justice Services ("DCJS"). However, the School District is required to obtain criminal clearance from the NYSED for each of the SROs, that explicitly clears each of the SROs to work with the School District's students, before the SROs may begin working directly with the School District's students on the School District's premises. Therefore, the School District will need to provide names and other personal identifiers about each of the SRO's who will be assigned to the School District, to the NYSED. The School District will inform the NYSED that the SROs' fingerprints are believed to be on file with DCJS so as to expedite the criminal clearance process, if possible. However, in the event that any of the SROs' fingerprints are not file with DCJS, or cannot be found or made accessible for use by the NYSED, the City agrees to have the SROs who will be assigned to the School District who will have direct contact with students on School District premises, furnish their fingerprints and submit to a criminal background check and clearance by the NYSED's Office of School Personnel Review and Accountability (OSPRA) prior to performing Services for the School District. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.
1. c. **Termination.** Without cause, with written notice provided by either party on or before July 1st during the term of the contract except for 2028. Such termination shall take effect on January 1st of the following year.

- d. **Extension or Renewal.** This Agreement may be renewed upon the mutual agreement of both parties, and the parties agree to discuss the possibility of such renewal by April 1, 2028.
- e. **Opportunity for Review by Counsel.** Both Parties acknowledge that they have had the opportunity to review this Agreement with their respective attorneys and are prepared to fulfill and comply with all of their respective obligations, duties and covenants contained herein.
- f. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.
- g. **Amendment/Modification.** The terms and conditions of this Agreement can only be changed in writing, executed by both Parties.
- h. **Assignment.** This Agreement may not be assigned by either Party.
- i. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party, regardless of who drafted it.
- j. **Waiver.** The failure of any Party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving Party.
- k. **Authorization.** This Agreement is authorized by a Resolution adopted by the Common Council of the City of North Tonawanda on _____, 2023 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on _____, 2023.

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

CITY OF NORTH TONAWANDA SCHOOL DISTRICT

By: _____
Gregory J. Woytila, District Superintendent

CITY OF NORTH TONAWANDA

By: _____
Austin Tylec, Mayor

CITY OF NORTH TONAWANDA POLICE DEPARTMENT

By: _____
Keith Glass, Chief of Police

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



AUG 15 2023

August 7, 2023

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

Re: East Hill Foundation Grants-2024

Dear Honorable Body:

We have been advised that the grants for the 2024 year have been approved by the East Hill Foundation for area non-profit organizations, as required under their PILOT agreement with the City of North Tonawanda. As you know, the grants must total \$50,000, per the agreement dated July 1, 2012. These payments represent Year 12 (January 1, 2024 to December 31, 2024) pursuant to Section 3 of the Agreement. The 2024 grants and recipients are attached for your information.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



**Donna L Braun
City Clerk/Treasurer**

2023 AUG 7 AM 10:25
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE



EAST HILL FOUNDATION

17 Island Street
P.O. Box 547
North Tonawanda, NY 14120
www.easthillfdn.org

(716) 204-0204

(716) 694-6353 - FAX

August 2, 2023

Ms. Donna Braun
Clerk-Treasurer
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

Dear Ms. Braun:

Re: Agreement with Island Street Foundation & East Hill Foundation

The Board of Directors of East Hill Foundation has approved \$50,000 in grants to six nonprofit organizations within the City of North Tonawanda per the Agreement dated July 1, 2012 for Payments in Lieu of Tax. These grants represent Year 12 (January 1, 2024 to December 31, 2024) pursuant to Section 3 of the Agreement. The grants are listed below:

1. Carnegie Art Center: \$10,000 to refinish and seal the Main and East Gallery original floors.
2. North Tonawanda Botanical Garden Organization Incorporated: \$3,000 for exterior improvements around the east wing of the greenhouse building.
3. North Tonawanda Police Benevolent Association: \$10,000 for winter coats, boots and shoes for underserved children in North Tonawanda.
4. Oliver Street Merchants Association: \$4,000 for winter streetscape enhancements.
5. Twin Cities Community Outreach: \$15,000 toward a new rooftop heating unit and ductwork.
6. Twin Cities Meals on Wheels: \$8,000 for a new refrigerator and serving trays for hot food.

In addition to the above grants, we also provided Twin Cities Community Outreach \$20,000 toward their heating project as part of our Family/Board/Staff Grants (sponsored by Rick Grosskopf). Additional grant applications for North Tonawanda are currently under review by our Board of Directors for possible funding this year through our WNY Grants program. For more information, please contact Michele Schmidt at mschmidt@easthillfdn.org or phone: 716-204-0204.

Sincerely,

EAST HILL FOUNDATION



Ami A. Greatbatch
President & Board Chair

Copy: The Honorable Austin J. Tylec, Mayor
Edward A. Zebulske III, City Attorney
Barbara W. Klenke, Assessor
Michael de Freitas, William C. Moran & Associates

2023 AUG 7 AM 10:00
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

AUG 15 2023

August 9th, 2023

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

Dear Honorable Body:

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

Accordingly, please authorize for payment the current Warrant of Claims for Common Council audit, dated August 15th, 2023, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2023 AUG 9 PM 2:31
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

AUG 15 2023

Account#	Account Description	Fee Description	Qty	Local Share
A0070	City Marketing Fee	City Marketing Fee	1	500.00
			Sub-Total:	\$500.00
A1255	Minor Sales	Certified Copies - Marriage	17	170.00
			Sub-Total:	\$170.00
A1603	Misc. Fees	Birth Certificates	46	460.00
		Death Certificates	73	888.00
		Deaths Recorded	12	0.00
		Geneology Birth	1	22.00
			Sub-Total:	\$1,370.00
A1980	Minor Sales	City Market	2	550.00
			Sub-Total:	\$550.00
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
			Sub-Total:	\$100.00
A2410	Minor Sales	Boathouse 2023	9	9,880.00
			Sub-Total:	\$9,880.00
A2501	Permit Fees	Chicken Permits	2	50.00
			Sub-Total:	\$50.00
A2505	Marriage License Fee	Marriage License Fee	11	192.50
			Sub-Total:	\$192.50
A2506	Conservation	Conservation	11	30.39
			Sub-Total:	\$30.39
A2540	Racing & Wagering Fees	Bingo Proceeds	5	345.64
			Sub-Total:	\$345.64
A2542	Dog Licensing	Female, Spayed	95	855.00
		Female, Unspayed	13	221.00
		Male, Neutered	74	666.00
		Male, Unneutered	10	170.00
		Replacement Tags	4	12.00
			Sub-Total:	\$1,924.00
A2610	Minor Sales	Parking Tickets	15	835.00
			Sub-Total:	\$835.00

RECEIVED
CITY CLERK'S OFFICE2023 AUG 1 PM 12:46
NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$15,947.53
Amount paid to:	New York State Department of Health			225.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			238.00
Amount paid to:	NYS Environmental Conservation			519.61
Total State, County & Local Revenues:		\$16,930.14	Total Non-Local Revenues:	\$982.61

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.

Doana L. Braun 8/1/23
City Clerk-Treasurer Date



City of North Tonawanda

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

XXXII.
AUG 15 2023

August 7th, 2023

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

Re: Tonawanda Island Infrastructure Analysis- Public Meeting Request

Dear Honorable Body,

The City of North Tonawanda was awarded \$92,700 in grant funding from the New York State Department of State Brownfield Opportunity Area (BOA) program to complete an infrastructure analysis of Tonawanda Island. This study included field testing and data analysis of the public water and sewer systems on Tonawanda Island, and provided strategic recommendations to the City for future development.

As per New York State Department of State contract requirements, the City of North Tonawanda is required to hold a public meeting to discuss the results of the draft analysis. I would like to formally request authorization to hold a public meeting for the Tonawanda Island Infrastructure Analysis on **Tuesday, August 22nd 2023** at 6:00 PM in the Common Council Chambers immediately preceding the regularly scheduled Common Council workshop meeting.

Thank you for your consideration.

Sincerely,

Laura Wilson
Director, Community Development

RECEIVED
CITY CLERK'S OFFICE

2023 AUG 7 PM3:33
NORTH TONAWANDA NY