

# 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

## COMMON COUNCIL WORKSHOP AGENDA

August 17, 2023

The following meeting has been scheduled for TUESDAY AUGUST 22, 2023:

**6:00 PM PUBLIC HEARING – To Discuss the results of the Draft Analysis for the Tonawanda Island Infrastructure**

**6:15 PM Barb Klenke  
City Assessor**

**Re: Revaluation Project for the City of North  
Tonawanda**

**6:30 PM Mark Zellner  
Supt. Public Works**

**Re: Arterial Highway Agreement**

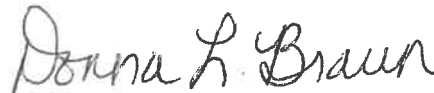
**6:45 PM Mayor Austin Tylec  
Micheal Yager**

**Re: Cannabis Farmers Market**

**7:00 PM Common Council**

**Re: General Discussion**

Respectfully submitted,



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

Amendment to Workshop 8/22/2023

Re-discuss the Proposal for a revaluation project due to the drop in level of assessment and equalization rate. The consequences are the exemptions are being lowered due to the equalization rate to almost half what the people are entitled to. We are not fair or equitable, median priced homes are paying the taxes for the high-end homes. I would like the Common Council to rethink the revaluation project.

Barb Klenke  
Assessor

2023 AUG 18 AM 9:43  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

City of North Tonawanda, New York  
**DEPARTMENT OF PUBLIC WORKS**  
758 Erie Avenue, North Tonawanda, New York 14120  
(716) 695-8585

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

August 15, 2023

RE: Agreement for Maintenance and Repair of State Arterial Highways

Dear Honorable Body,

As Superintendent of Public Works, it is my recommendation that the council exercise our option to terminate the Agreement for Maintenance and Repair of State Arterial Highways with the State. The agreement is not cost effective for the city, and it is not in the best interest of the city to continue.

If the council agrees, I recommend that we start now as it is budget season, and it takes at least 60 days to terminate the arterial agreement.

Sincerely,



Mark Zellner  
Superintendent Public Works

*MAZ/jms*

*enc: Agreement for Maintenance and Repair of State Arterial Highways*

*cc: File*



STATE OF NEW YORK

DEPARTMENT OF TRANSPORTATION

1220 WASHINGTON AVENUE • STATE CAMPUS • ALBANY, NEW YORK 12226

AGREEMENT FOR MAINTENANCE AND REPAIR OF  
STATE ARTERIAL HIGHWAYS

passing through the

CITY OF North Tonawanda  
(§349-c, Highway Law)

*THIS AGREEMENT* made this 17th day of February, 1971 by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter called "State") acting by and through THE COMMISSIONER OF TRANSPORTATION (hereinafter referred to as "Commissioner"), whose headquarters is located in the Department of Transportation, Building #5, 1220 Washington Avenue, State Campus, in the City and County of Albany and State of New York, and the City of North Tonawanda (hereinafter called "City"), a municipal corporation in the County of Niagara acting by the MAYOR or other administrative head thereof (hereinafter referred to as "Mayor"), as follows:

*WHEREAS*, the public streets, main routes or thoroughfares or any portion thereof (hereinafter called "Arterial highways") which are generally described in Schedule "A" attached hereto and made a part hereof, (said Schedule "A" may be modified by a supplemental agreement hereto,) and which are within the boundaries of the City, have been constructed by the State as provided and as designated in Article XII-B of the Highway Law, and

*WHEREAS*, the Commissioner and the City are willing to enter into an agreement for the maintenance and repair of the arterial highways,

*NOW, THEREFORE*, in consideration of the mutual covenants and agreements between the parties, hereto,

*WITNESSETH:*

**Article I. METHOD OF PERFORMANCE.** The maintenance and repair of the arterial highways shall be performed by the City by employing the forces of the City and by using its equipment, or by its contractor, or by a combination of these two methods; all under the supervision and subject to the approval of the Commissioner. All materials, machinery and tools that shall be necessary for performance under this agreement shall be provided by the City or by its contractor, as the case may be. Upon written consent by the Commissioner and subject to the provisions of any general, special or local law or ordinance, the City may, for performance of all or part of the work, award a contract pursuant to Section 144 of the State Finance Law.

**Article II. AREAS GENERALLY EXCLUDED.** The arterial highways generally described in Schedule "A" of this agreement shall not include service roads and pavement on intersecting street bridges.

**Article III. GENERAL SCOPE OF THE WORK.** The performance of maintenance and repair of the arterial highways by the City, performed in accordance with the Department of Public Works Maintenance Standards for Arterial highways dated July 1, 1967, as amended which are made a part of the agreement by reference, shall include the following, viz: "

**STREET OPENINGS AND PERMITS**

(1) The procedure and method for regulation of street openings (including street openings by the City) on and along the arterial highways shall be under the supervision of the Commissioner and shall conform to the "Rules and Regulations Including Schedule of Fees Relative to Permits for performing work within boundaries of State Highways. Transporting certain property thereon, and installing, operating, maintaining and repairing Public Utility Facilities on State-owned bridges and culverts" which were issued by the Superintendent of Public Works on November 15, 1946 and which were amended by him or shall be amended by the Commissioner of the Department of Transportation. This provision shall not be deemed to supersede or to modify any ordinance, law, rule or regulation of the City relating to street openings, but shall, in the discretion of the City, be deemed to be co-existent with this

**CARE OF PAVED AREAS AND STRUCTURES**

(2) The City shall do all necessary work for (a) the care, surface treatment, protection and patching of the pavement or pavements together with curbs and gutters, and (b) the care, protection and repair of drainage facilities and of structures; all on the arterial highways as shown on the map in Schedule "A" which may be modified by a supplemental agreement as aforesaid.

**CARE OF GRASS PLOTS**

(3) The City shall cut and care for or shall provide for the cutting and caring of the grass, trees and other plantings at the locations specified and to the full extent of the right of way as shall be deemed by the Commissioner to be for the best interest of the public. The City and the ~~District Engineer~~ <sup>Regional Director</sup> who represents the Commissioner in the particular locality may modify the provisions of this paragraph so as to make applicable to any affected areas within the right of way of the arterial highways, any local ordinances or rules relating to the cutting and caring for grass. The work shall be done in accordance with the Department of Public Works Maintenance Standards for Arterial Highways dated July 1, 1967, as amended.

**CONTROL OF SNOW AND ICE**

(4) The City shall perform the work of control of snow and ice on the arterial highways, and agrees to conduct the work at all times with minimum interference with traffic and to provide reasonable passage and movement of vehicles over such arterial highways. The "Rules and Regulations for Control of Snow and Ice on State Highways pursuant to Chapter 305, Laws of 1946," as amended, shall be deemed to be generally applicable to the related work on the arterial highways by the City insofar as such rules and regulations are practical for such purposes, but modifications in such rules and regulations may be made upon agreement therefor between the City and the ~~District Engineer~~ <sup>Regional Director</sup> who represents the Commissioner in the particular locality. This work shall be done in accordance with the Department of Public Works Maintenance Standards for Arterial Highways dated July 1, 1967, as amended.

**TRAFFIC CONTROLS**

(5) The City shall operate and care for traffic lights, directional guides and controls, and parking controls and shall perform the necessary repairs and alterations thereto; it being understood that the arterial highways are subject to the jurisdiction of the Traffic Engineering and Safety Division with relation to the installation of traffic lights and warning signs specifically by the State pursuant to the statute in such cases made and provided. This work shall be done in accordance with the Department of Public Works Maintenance Standards for Arterial Highways dated July 1, 1967, as amended.

**SERVICES REQUIRED AS A RESPONSIBILITY OF THE CITY**

(6) The obligations of the City for the maintenance and repair of the arterial highways, whether done by the City pursuant to this agreement or by the State because of the absence of such agreement, as the case may be, shall include as a responsibility of the City (a) the services of street lighting, cleaning, sweeping, and sprinkling, all of which services are deemed to be the normal maintenance of streets by such City, or (b) any work on or in connection with subsurface installations and structures that are owned and operated by any city, including sanitary sewers, gas mains, water lines and conduits and appurtenances thereto. No charge will be made by the City for any such services or work mentioned in this paragraph.

**Article IV. REPRESENTATION AS TO CONSTRUCTION.** The State represents to the City that all design and construction of the arterial highways and the structures, facilities and appurtenances are adequate for the purposes of the normal use thereof, with requirements of reasonable maintenance and repair. In case of abnormal requirements of substantial replacement of part or all of the arterial highways, their facilities and appurtenances which were constructed by the State, the City shall forthwith report such condition to the ~~District Engineer~~ <sup>Regional Director</sup> who represents the Commissioner in the particular locality. In the event that the City and the ~~District Engineer~~ <sup>Regional Director</sup> disagree as to the obligation of the City to perform this work as part of the maintenance and repair provided herein, the City may appeal the disputed item or items to the Commissioner whose determination will be conclusive and binding upon the parties hereto.

**Article V. FORMULA FOR PAYMENT TO CITY.** The State shall pay annually to the City a sum to be computed upon the following formula, viz: at the rate of

Contract No.	(a) ten cents per square yard of the pavement area <del>of</del> <sup>and</sup> twelve cents per sq. yd. of area on <del>the</del> <sup>of</sup> elevated bridge		square yards which equals See below		Totals
	Pav't. Area	Amount	Elevated Area	Amount	
FAC55-13	20,635 s.y.	\$2063.50	1,494 s.y.	\$179.28	\$2,242.78
FAC56-12	79,524 s.y.	7952.40			7,952.40
FAC67-24	41,339 s.y.	4133.90	1,556 s.y.	186.72	4,320.62
				GRAND TOTAL	\$14,515.80

Article VI. INSURANCE - AUTOMOBILE LIABILITY AND WORKMEN'S COMPENSATION. The City shall obtain automobile liability insurance as follows, viz:

1. Coverage on the equipment owned by the City and to be used for the purposes hereinbefore mentioned and at least with the following limits, viz: bodily injury liability of \$50,000 for each person and \$100,000 for each accident, and property damage liability of \$10,000 for each accident, each policy of such automobile liability insurance shall contain, by indorsement the following provisions, to wit:

It is agreed that with respect to operations under this agreement the policy and any indorsement attached thereto are amended as follows:

- a. The word "automobile" as defined includes self-propelled land vehicles, trailers or semi-trailers.
- b. Such insurance as is afforded by the policy for Bodily Injury Liability and for Property Damage Liability also applies to the State of New York and the Commissioner of Transportation of the State of New York, as insured, with respect to the use by or for the named insured on behalf of the State or Commissioner, of automobiles covered by the policy.

No liability is assumed by the State or Commissioner for the payment of any premiums stated in the policy or earned thereunder.

In the event of change or cancellation of the policy, ten days' written notice will be given by the company to the Commissioner of Transportation of the State of New York.

The inclusion of such insured shall not affect any recovery to which such insured would be entitled under the policy were he not so included.

2. The City shall make such policies available for inspection during regular business hours as and when the Commissioner or his representative shall so require.
3. The City shall be responsible to procure the renewal of any such policy that shall expire during any season covered by this agreement.
4. The City agrees that the cost of the premiums of such policies is included in formula for payment at the rate or rates by the State to the City as hereinabove provided.
5. The City shall furnish to the Commissioner a certificate or certificates of insurance showing that the workmen are protected by Workmen's Compensation Insurance. In case the City provides for Workmen's Compensation insurance as a self-insurer or as a member of a mutual assessment plan, a certificate from the City to the State disclosing the method in force will be acceptable to the Commissioner.
6. The City shall require of any contractor a certificate or certificates of insurance, showing that coverage on the equipment owned by the contractor and to be used for the purposes hereinbefore mentioned is at least with the limits mentioned in subdivision "1" of this paragraph.

Article VII. GENERAL LIABILITY INSURANCE. The State shall furnish without expense to the City, general liability insurance with respect to the existence, maintenance and repair of the arterial highways, and the insurance policy shall cover the interests of the State, the Commissioner and the City in the performance of this agreement, and shall also cover the State, the Commissioner and the City for protective liability with respect to work or operations performed by a contractor of the City.

Article VIII. CONTRACT CLAUSES REQUIRED IN WORK. In case the City shall, with the consent of the Commissioner as aforesaid, let a contract for all or any part of such work, then it is understood between the parties hereto, that (1) pursuant to the provision of Section 222 of the Labor Law, as amended by Chapters 556 and 557 of the Laws of 1933, this contract shall be void unless the Contractor in employing persons upon the work embraced in the contract gives preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of residence, in accordance with rules adopted by the Industrial Commissioner. The City and its contractor shall keep a list of their respective employees, stating whether they are citizens, and in case of naturalization, the date thereof and the name of the court in which granted; and (2) the Contractor shall comply with the provisions of Sections 220 and 220-e of the Labor Law as amended as follows:

- (a) That in hiring of employees, no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other persons doing or contracting to do a whole or any part of the work contemplated by this agree-

Article IX. **TERM OF AGREEMENT.** The term of this agreement shall be for the period beginning with the date hereof and shall be deemed to continue (1) until the City shall, by resolution, decide to discontinue this agreement effective at the expiration of not less than two (2) months from the date of the delivery by registered mail of a certified copy of such resolution to the Commissioner, and in such event the State shall pay to the City the rate as provided in Article V hereof but pro-rated according to the number of months of repair and maintenance hereunder by the City since the payment on June 1 or December 1, as the case may be, and all other contractual provisions hereunder shall cease and determine on the date of expiration as aforesaid or (2) until an official order of cancellation of this agreement shall be issued by the Commissioner, pursuant to paragraph 9 of section 349-c of the Highway Law, with the pro-rata payment as aforesaid; whichever resolution or official order is earlier. Failure to comply with the above mentioned Department of Public Works Maintenance Standards for Arterial Highways dated July 1, 1967, as amended, may be deemed cause for termination of the agreement.

Article X. **AVAILABILITY OF FUNDS.** The City specifically agrees that this agreement shall be deemed executory only to the extent of the moneys available and no liability shall be incurred by State beyond the moneys available for the purpose.

Article XI. During the performance of this contract, the City (hereinafter referred to as "Contractor") agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded to him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such discrimination by the contractor...

Article XII. The City specifically agrees, as required by the State Finance Law, Section 138, that it is prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or of its right, title or interest therein, or its power to execute such agreement, to any other person, company or corporation, without the previous consent in writing of the Commissioner, except as such consent is provided for in Article I of this agreement.

IN WITNESS WHEREOF this agreement has been executed by the State acting by and through the Commissioner, who has caused the seal of the Department of Transportation to be affixed hereto, and the City has caused this agreement to be executed by its duly authorized officer and has hereunto affixed its seal on the day and year first above written.

Recommended by  
CONTRACTS AND CLAIMS BUREAU  
\_\_\_\_\_  
Director

THE PEOPLE OF THE STATE OF NEW YORK (L.S.)  
Thomas J. Bennett  
Director, Contracts & Claims Bureau

By Thomas J. Bennett  
For ~~XXXXXXXXXXXXXXXXXXXX~~ T. W. PARKER  
Commissioner of Transportation

Approved as to Form

Date \_\_\_\_\_  
LOUIS J. LEFKOWITZ  
Attorney General

City Of North Tonawanda (L.S.)  
(Affix Seal)

By Paul A. Rumbold  
Paul A. Rumbold  
Mayor

STATE OF NEW YORK }  
COUNTY OF ALBANY } ss.:

~~W. PARKER~~ On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came ~~W. PARKER~~ to me known and known to me to be the Commissioner of Transportation, the person described as such in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same as such Commissioner of Transportation pursuant to the statute in such case provided.

APPROVED MAY 14 1971  
W. M. Ruffalo  
FOR THE STATE COMPTROLLER

Notary Public

STATE OF NEW YORK }  
COUNTY OF Niagara } ss.:

On the 19th day of March in the year 19 71 before me personally came Paul A. Rumbold to me known, who, being by me duly sworn, did depose and say that he resides in North Tonawanda, New York; that he is the Mayor of the City of North Tonawanda, the municipal corporation described in and which executed the above instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council of said municipal corporation pursuant to a resolution which was duly adopted on March 1st, 19 71; a certified copy of such resolution being attached hereto and made a part hereof; and that he signed his name thereto by like order.

Leo K. ...



SCHEDULE "A" INCLUDING MAP

ARTERIAL HIGHWAYS IN THE CITY OF North Tonawanda

<u>Name</u>	<u>Pavement area</u>	<u>Pavement area on elevated bridge</u>
City of North Tonawanda Division St. Arterial FAC 67-24	41,339 sq. yds.	1,556 sq. yds.
TOTAL	42,895 sq. yds.	

SCHEDULE "A" INCLUDING MAP

ARTERIAL HIGHWAYS IN THE CITY OF North Tonawanda

<u>Name</u>	<u>Pavement area</u>	<u>Pavement area on elevated bridge</u>
City of North Tonawanda River Road Arterial F.A.C. 55-13 Officially Accepted February 3, 1958	20,635 s.y.	1,494 s.y.
City of North Tonawanda River Road Arterial F.A.C. 56-12 Officially accepted October 7, 1959	79,524 s.y.	
	100,159 s.y.	1,494 s.y.
TOTAL	101,653 s.y.	

We are processing the above River Road Arterial contracts along with the Division Street Arterial FAC 67-24 with the effective date of the Division Street Arterial, December 4, 1970.

CITY OF NORTH TONAWANDA  
NORTH TONAWANDA, NEW YORK, 14120

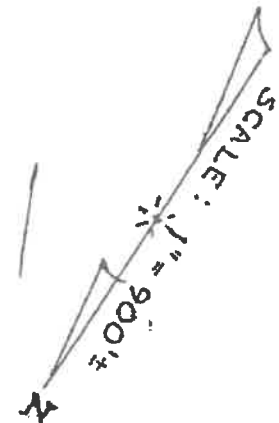
LEO C. KNOELL  
CITY CLERK

TELEPHONE  
693-0451

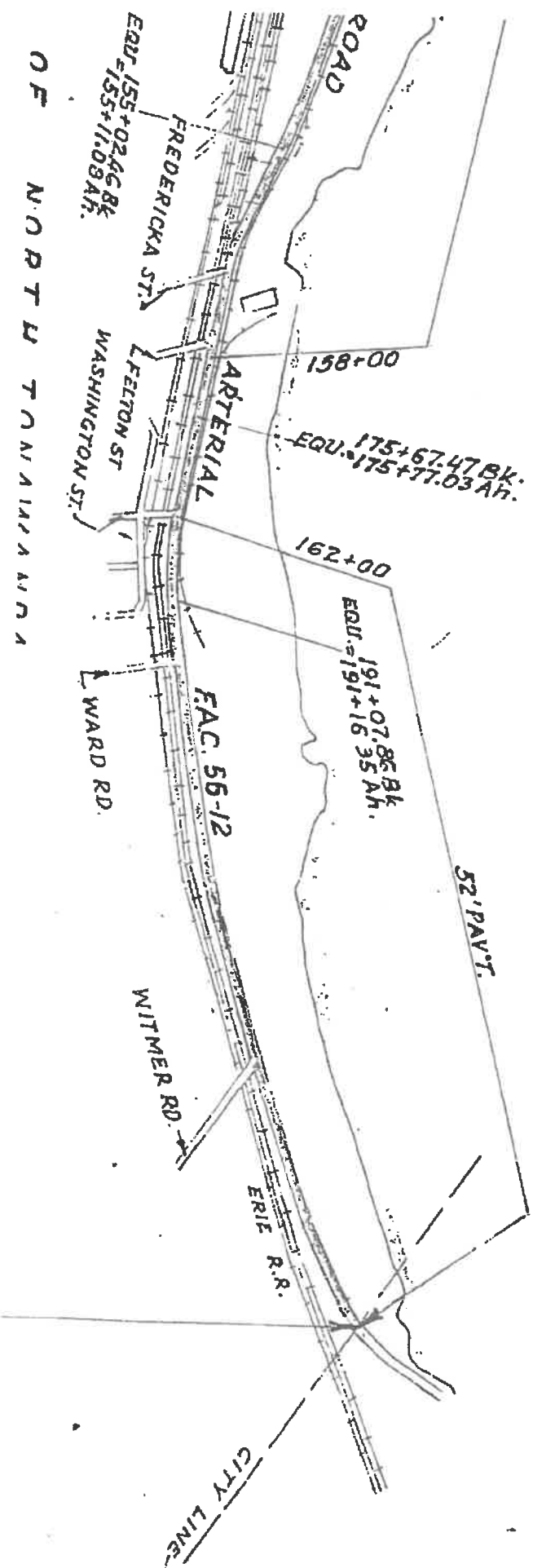
Please be advised that at a regular session of the Common Council held on the 1st day of March, 1971, the following resolution was duly adopted:

"MOVED by Alderman Kuebler    SECONDED by Alderman Proefrock  
That the Common Council hereby refers the Arterial Highway  
Maintenance Agreement to the Supt. of Public Works, the Mayor  
and the City Attorney for the Mayor's signature when approved  
by the Supt. of Public Works, the Mayor, and the City Attorney.  
CARRIED."

1 R 4



RIVER



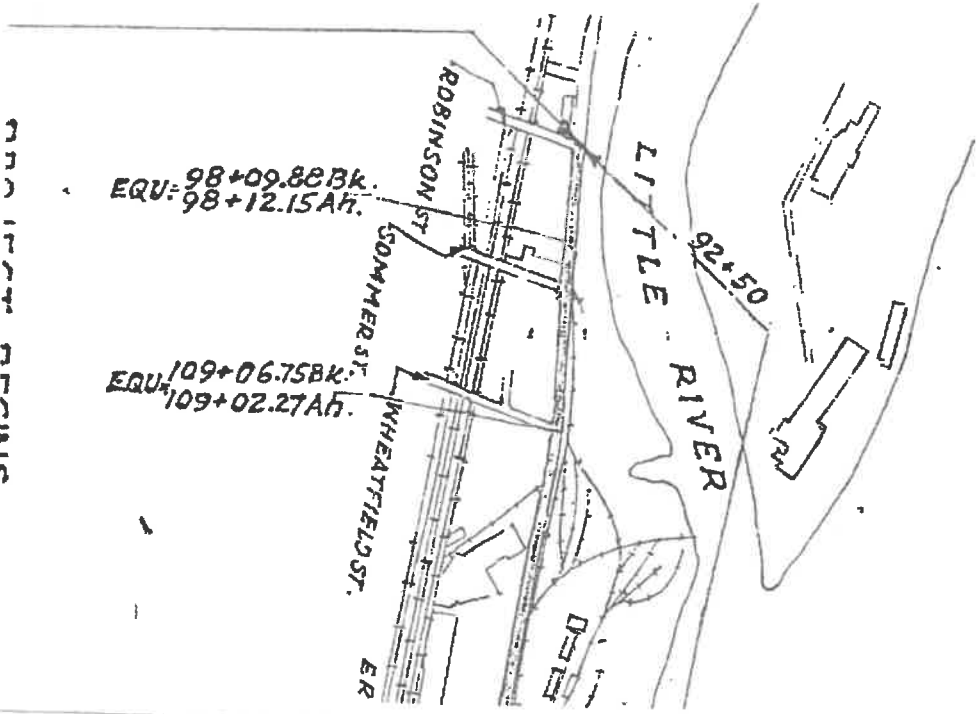
OF NORTH TOWNSHIP

# NORTH TONAWANDA R ROAD ARTERIAL

OFFICIALLY ACCEPTED

OCT. 7<sup>th</sup> 1959

## TAKE OVER PLAN



NO. 11747 REV. 1/14/54

Michael T Yager  
Yager Farms  
OCM-AUCC-22-000039

Dear Mayor Tylac and the Common Council:

I am asking for permission for usage of the North Tonawanda Farmers Market for development of a cannabis farmers market. This market will be located on the eastern portion of 310 Robinson Street location, and developed and run in accordance with OCM Resolution 2023-25 "Cannabis Growers Showcase". This resolution currently requires that either an AUCC or CAURD apply for creation of this market and does not allow for the municipality itself to apply. These dates, we hope, will be trial dates in hopes that this market could become a recurring, long-term event in the community as well as a legal tax revenue generator once the new regulations take effect. The proposed dates and times for usage for the 2023 season will be September 10<sup>th</sup> and October 15<sup>th</sup> between 12pm and 630pm.

Besides being a cannabis farmer, Yager Farms has attended the North Tonawanda Farmers Market for approximately 15 years, selling produce and flowers. It has been an integral part of our yearly sales and we hope this continues. All prospective cultivators, processors, and dispensaries to participate in the cannabis farmers market are licensed through NY OCM and operate under very restrictive regulations as will the event. We hope that this event can be a successful contribution to the community as well as allowing small local farmers a way to connect with the purchasing public.

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

Sincerely,

*Michael Tychsen Yager*

Michael Tychsen Yager

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CITY CLERK'S OFFICE

2023 AUG 10 PM3:38  
NORTH TONAWANDA NY