

THE HONORABLE BODY
Council Chambers
Municipal Building
North Tonawanda, New York 14120
Wednesday, February 4, 2004
6:00 P.M.

REGULAR SESSION CALLED TO ORDER BY PRESIDENT SOMMER

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: President Sommer
Aldermen Soos, Rizzo, Schwandt, Hempel

Absent: None

Also Present: Mayor David J. Burgio
Assistant City Attorney Shawn P. Nickerson

APPROVAL OF THE MINUTES OF THE REGULAR SESSION HELD JANUARY 21, 2004

MOVED by Alderman Rizzo **SECONDED** by Alderman Schwandt
That the minutes of the regular session held January 21, 2004 be approved as circulated
and filed in the Office of the City Clerk.
CARRIED.

PROOF OF PUBLICATION PUBLISHED DECEMBER 5 & 12, 2003

1) Legal Notice – Notice of Sale of Unpaid Taxes and Assessments – Treasurer

MOVED by Alderman Schwandt **SECONDED** by Alderman Rizzo
That the aforementioned proof of publication be received and filed.
CARRIED.

AUDIENCE PARTICIPATION - None

COMMUNICATIONS FROM CITY OFFICIALS

II. Attorney

January 14, 2004

Honorable Common Council
216 Payne Avenue
North Tonawanda, New York 14120

**Re: Proposed Memorandum of Agreement with
AFSCME Local 515-A (DPW union)**

Dear Honorable Body:

The city negotiating committee, consisting of Mayor Burgio and myself, met with the AFSCME negotiating team nine times since April 15, 2003 and twice with a mediator from PERB. As a result of these sessions the attached proposed Memorandum of Agreement has been tentatively approved.

The following is a brief explanation of the changes to the agreement:

1. §1.21 – Makes this a 4-year agreement from 1/1/03 through 12/31/06.
2. §6.18 – This section adds “trencher, excavator and paving machine” to the heavy equipment listing.
3. §6.26 – Increases the shift differential from \$0.25 to \$0.35 per hour.
4. §6.38 – This section permits an employee to cash in up to 40 hours of compensatory time on 5 day’s notice.
5. §6.38(c) – Would permit an employee to convert up to 80 hours of compensatory time to sick time at time of retirement.
6. §§7.1 and 7.2 – These sections would increase salaries by 3%, effective 10/1/03; an additional 3%, effective 1/1/04; an additional 3% effective 1/1/05; and an additional 3%, effective 1/1/06.
7. §7.22 – This section establishes that the positions of Motor Equipment Operator and Motor Equipment Operator – Sanitation shall be separate classifications with Motor Equipment Operator being the higher classification. Both positions are upgraded to Job Group H-3.
8. §7.32(a) – Permits a person with 2 or more years seniority to advance to the top step of an out-of-title classification if he works in that classification for at least 4 hours in a day.
9. §9.23 – This section would pay any remaining vacation due an employee if he quits, resigns or retires. If he is terminated for cause, his remaining vacation would be pro-rated based on the number of months that he worked in the year he is terminated.
10. §9.31 – An employee with more than 10 years seniority may split up to 2 weeks vacation into increments of at least 1 day.
11. §10.21 – This section would credit sick leave to an employee who is using the sick leave bank.
12. §11.13(3) – This section increases funeral leave from 3 days to 4 days.
13. §11.15(3) – This section permits an employee to take personal leave in ½ day increments at the discretion of management.
14. §12.12 – This section requires all employees to subscribe to Community Blue. An employee could continue to subscribe to traditional Blue Cross/Blue Shield by paying the difference in the cost of coverage.
15. §12.14 – This section remains unchanged. It merely reflects that the prescription plan is a \$5.00 co-pay.
16. §12.15(a) – This section increases the payments to the dental fund by 5% per year effective 1/1/04, but only for life of the contract.
17. §12.16(a) – This section amends the number of sick days required at retirement for the city to pay a percentage of medical insurance to age 65. It reduces the number of days for employees hired after April 1, 1986 because these employees earn fewer sick leave credits.
18. §12.16(c) – This section would extend medical insurance coverage for a retirees between the ages of 65 and 70 with the city paying up to 50% of the premium based on the number of sick days remaining at retirement.

19. §12.16(d) – This section would cover a retiree who moves out of the area by paying his health insurer the same amount as if he were still a local resident.
20. §12.18(a) – This section increases the payments to the optical fund by 5% per year effective 1/1/04, but only for life of the contract.
21. §12.21 – This section increases the longevity payments made to employees.
22. §13.13 – This section increases the amount of funds for safety equipment by 10% per year, but only for the life of the contract.
23. §13.15 – This section will pay an employee a clothing allowance of up to \$50.00 per year.
24. §14.11 – This section deals with employees hired after April 1, 1986 and amends the current agreement:
 - a) This section would not permit an employee from earning sick leave credit while using the sick leave bank.
 - b) This section requires all new employees to pay 25% of the cost of medical insurance for 15 years.

If you concur with these proposals, please authorize the mayor to sign the attached Memorandum of Agreement. Thank you.

Very truly yours,
Robert Sondel
Assistant City Attorney

MOVED by Alderman Sommer **SECONDED** by Alderman Schwandt
That the Common Council hereby rejects the terms of the contract between AFSCME and the City of North Tonawanda.
Ayes: Soos, Rizzo, Schwandt, Hempel, Sommer (5)
Nays: None (0)
CARRIED.

VII. Accountant

January 30, 2004

Honorable David J. Burgio, Mayor
and Common Council
City Hall
North Tonawanda, New York 14120

Dear Honorable Body:

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

Accordingly, please authorize for payment the current Warrant of Claims for Common Council audit, dated February 4, 2004, and further authorize the Mayor and City Clerk to respectively sign and countersign said Warrant.

Very truly yours,
David R. Jakubaszek
City Accountant

MOVED by Alderman Rizzo

SECONDED by Alderman Schwandt

That the Common Council hereby authorizes for payment the current Abstract of Claims for Common Council Audit dated February 4, 2004 and further authorizes the Mayor and City Clerk respectively sign and countersign said Warrant:

01	General Fund	\$331,231.50
02	Water Fund	40,183.53
04	Sewer Fund	32,587.99
06	Capital Projects Fund	147,563.94
07	Trust & Agency Fund	13,432.50
08	Community Development	13,044.00
09	Capital Gratwick Park Remediation	10,809.73
11	General Fund (Encumbered)	96,473.56
12	Water Fund (Encumbered)	12,778.57
14	Sewer Fund (Encumbered)	<u>39,520.54</u>
	FINAL TOTAL	<u>\$737,625.86</u>

Ayes: Soos, Rizzo, Schwandt, Hempel, Sommer

(5)

Nays: None

(0)

CARRIED.

X. Police

January 6, 2004

**Mayor David Burgio
Common Council
216 Payne Avenue
North Tonawanda, New York 14120**

Honorable Mayor and Council,

The North Tonawanda Police Department has been awarded a grant under the COPS Homeland Security Overtime Program. The grant award total of \$48,805 is strictly for overtime costs geared toward homeland security training, law enforcement activities that are designed to assist in the prevention of acts of terrorism and other violent and drug-related crimes. This overtime MUST comply with the COPS statute, in that agencies may not rely on the availability of HSOP grant funding to reduce the amount of state or local funds budgeted and expended for officer overtime in their current or future budget cycles.

We are responsible for a 25% cash match totaling \$12,201.00. At your regular session held on the 21st of May 2003, a resolution was moved and seconded committing the City to the cash match for this grant award. Therefore, we respectfully request \$12, 201.00 be placed into an assigned designated account and for which the federal match can be placed, so expenditures can be made from this account for this grant purpose.

Thank you in advance for your anticipated cooperation in this matter. Should you have any questions please contact Officer Joseph Follendorf, who can provide specific elements of this grant.

**Respectfully submitted,
Randy Szukala
Chief of Police**

**Joseph Follendorf
Police Officer/Grant Program Administrator**

MOVED by Alderman Rizzo

SECONDED by Alderman Schwandt

That the Common Council hereby tables the aforementioned request for further consideration.

CARRIED.

COMMUNICATIONS FROM OTHERS

A.
Conrad F. Kania Detachment

January 7, 2004

The Honorable David Burgio
City of North Tonawanda
216 Payne Avenue
No. Tonawanda, NY 14120

Dear Mayor Burgio,

Per your request in your meeting of Friday, December 12, 2003 with Adjutant Bruce C. Brock, herewith is an overview of preliminary plans for our detachments proposed community service day on Saturday, May 8, 2004 in Fisherman's Park.

- (1) The detachment is inviting the community, all marines, former marines and their families for a "Marine Day" at our monument.**
- (2) Marines will conduct physical fitness, strength and agility tests for the youth of the community.**
- (3) Dedication of a plaque on the monument for Medal of Honor recipient, Western New York Marine Willard Smith. He was awarded the medal for gallantry on August 5, 1864 at the battle of Mobile Bay.**
- (4) Arranging for a Marine Band to provide music for the occasion.**
- (5) Arranging for a possible "fly in" by a Marine Sea Stallion helicopter.**
- (6) Free food and refreshments will be provided for all in the shelter adjacent to the monument.**

Additional activities may be added to the program in the future.

We request your permission to use the park, shelter and comfort facilities for this community service day.

If possible, you might wish to issue a proclamation naming Saturday, May 8th as "Marine Day" in North Tonawanda to honor all past and present U.S. Marines.

Upon receipt of your confirming letter we will solidify our plans and activities for this day.

GOD BLESS AMERICA.

Sincerely,
George A. Brock
Commandant

MOVED by Alderman Rizzo SECONDED by Alderman Schwandt
That the Common Council hereby receives and files the aforementioned communication.
CARRIED.

B.
Drake School PTA

Mr. Jerry Whitehead
Department of Youth and Recreation
460 Wheatfield Street
North Tonawanda, NY 14120

MOVED by Alderman Schwandt SECONDED by Alderman Rizzo
To bring the following communication to the floor.
Ayes: Rizzo, Proefrock, Sommer, Soos, Schwandt (5)
Nays: None (0)
CARRIED.

Late Communication

I. Attorney

February 2, 2004

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

**Re: Proposed Site Agreement between Sprint Spectrum, LP,
and City of North Tonawanda for Erie Avenue Site**

Dear Honorable Body:

As a result of several negotiation sessions with R. C. Riley & Associates, Inc., the site acquisition specialists for Sprint Spectrum, LP, a Site Agreement for the proposed cellular telecommunications tower to be built by Sprint Spectrum at the public works site, 758 Erie Avenue, has been drafted.

In order for the projects to move forward, please review the attached proposed Site Agreement and, if you concur, please pass a resolution accepting the Site Agreement for signature by the Mayor, subject to review of all documentation by the City Attorney. Should your Honorable Body have any questions, please do not hesitate to contact me.

**Very truly yours,
Henry F. Wojtaszek
City Attorney**

MOVED by Alderman Schwandt SECONDED by Alderman Hempel
That the Common Council hereby accepts the Site Agreement for the proposed cellular telecommunications tower to be built by Sprint Spectrum at the Department of Public Works, 758 Erie Avenue and authorizes the Mayor to sign the Site Agreement, subject to review of all documentation by the City Attorney.
Ayes: Soos, Rizzo, Schwandt, Hempel, Sommer (5)
Nays: None (0)
CARRIED.

ADJOURNMENT

MOVED by Alderman Rizzo SECONDED by Alderman Hempel
That this regular session of the Common Council be and hereby is adjourned.
CARRIED.

Time of Adjournment: 6:42P.M.

Respectfully submitted,

**Thomas M. Jaccarino
City Clerk**