

COMMUNICATIONS FROM CITY OFFICIALS

II.1 Attorney

October 31, 2007

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

Re: Local Law #1 for 2008 – Establishing Sewer Rates

Dear Honorable Body:

Attached for your consideration is Local Law No. 1 for 2008, modifying Section 75-15 of the City Code of the City of North Tonawanda to reflect the changes associated with collecting for sewer usage consumed but not billed.

Please note that this local law removes the “Consumption Period” block in Section 75-15(b)(2); and increases the surcharge on unpaid sewer rent account balances from 5% to 10% in Section 75-15(d). All other rates remain the same.

As with all local laws, it is necessary that this local law be formally laid on the table for a period of at least 7 days wherein it must stay in its final form prior to adoption by the Common Council. After such adoption, this local law must be referred to the mayor’s office for a public hearing on its provisions. After said public hearing and formal filing with the Secretary of State, this local law will become effective.

Consistent with state law then, the appropriate motion for today’s action would be to formally lay this Local Law on the table and allow it to remain so in its final form for at least seven (7) days prior to adoption.

**Very truly yours,
Shawn P. Nickerson
City Attorney**

**MOVED by Alderman Sommer SECONDED by Alderman Brick
That the Common Council hereby adopts Local Law No. 1 for 2008 as follows and refers it to the Mayor’s office for a public hearing to be held Tuesday, December 4, 2007 at 6:30pm on its provisions:**

LOCAL LAW NO. 1 FOR 2008

ESTABLISHING SEWER RATES FOR 2008 AND THEREAFTER

Section 1. Section 75-15 of the City Code of the City of North Tonawanda, is hereby amended to read:

Section 75-15. Establishment of Rates.

- (a) The sewer rent for 2006 and thereafter is established according to a formula wherein the capital costs for such sanitary sewer system are recovered one hundred percent (100%) from water consumption through the sewer fund, and the costs of operation and maintenance of the sewage treatment system are recovered one hundred percent (100%) from water consumption through the sewer fund.**
- (b) Billing schedule; additional charges.**
 - (1) A minimum sewer charge of twelve dollars (\$12.00) per quarter is established, and the gallons of consumption used associated with the minimum will be zero.**

(2) The sewer rent rate for 2006 and thereafter for meter consumption shall be four dollars (\$4.00) per thousand gallons of water consumption and shall be assessed and collected in conformance with the following schedule:

Billing Month

June
September
December
March

(c) The sewer rent rate for 2006 for unmetered consumers shall be at a flat rate charge of ten dollars and ninety-six cents (\$10.96) per equivalent fixture unit per year, to result in the following schedule of charges:

**SEWER FUND FLAT RATE CHARGE
SCHEDULE FOR 2006**

<u>Type</u>	<u>Equivalent Fixture Unit Charge</u>
Room	10.96
Wash Basin	10.96
Bath or Shower	35.22
Toilet	40.71
Laundry Tub or Washing Machine	28.17
Swimming Pool (permanent)	93.91
Boathouse	46.97
Garden Tap	37.53
Front-foot service charge, per foot, with a maximum of 70 feet	1.95

(d) A ten percent (10%) surcharge shall be placed on all sewer rent account balances that are due in September and remain unpaid by mid-November of each year, and shall be levied on the subsequent year real property tax bill.

(e) Multi-dwelling unit homes and apartments that have only one master water meter would be subject to the existing \$12.00 minimum sewer charge, and would receive an additional minimum sewer charge of \$6.00 for each additional dwelling unit which does not have a water meter.

Section 2. This Local Law shall take effect immediately upon filing with the Secretary of State and shall apply to the March, 2008, billing and all billings thereafter until otherwise amended.

Ayes: Brick, Schwandt, Donovan, Sommer

(4)

Nays: None

(0)

CARRIED.

II.2 Attorney

November 5, 2007

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

Re: Proposed Local Hiring Policy

Dear Honorable Body:

Attached is a proposed local hiring policy for implementation, as has recently been discussed by your Honorable Body, and as advocated by NOAH (Niagara Organizing Alliance for Hope).

Should your Honorable Body concur, please pass a resolution to adopt this local hiring policy as attached, subject to review by the City Attorney.

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

Very truly yours,
Shawn P. Nickerson
City Attorney

MOVED by Alderman Donovan **SECONDED** by Alderman Brick
That the Common Council hereby adopts the following Local Hiring Policy as advocated by NOAH (Niagara Organizing Alliance for Hope) subject to review by the City Attorney:

LOCAL HIRING POLICY

PART ONE. COVERAGE

Section I. Coverage

This Policy shall cover projects receiving a contract, or benefit from the City of North Tonawanda valued at over \$50,000, as described below. A "benefit" is direct or indirect assistance by the City to a Developer that materially benefits the Developer, including, but not limited to, grants or loans of funds administered by the City, tax abatements or deferrals, issuance of bonds, and infrastructure improvements made for the purpose of facilitating or supporting a redevelopment project, land sale, a ground lease, or other project. Contract shall mean any public works contract awarded by the City on its own behalf, or on behalf of a special district located within the City.

The City shall apply this Policy in a substantially similar manner in all projects in the City of North Tonawanda. The entirety of this Policy shall therefore be included in all disposition and development agreements, owner participation and other contracts entered into by the City, as set forth in this section.

Because this Policy covers a wide range of projects, not every provision of this Policy shall be applicable to any single contractor or employer. This Policy clearly describes which parts are applicable to which entities. Provisions of this are not designated as applicable to a particular type of entity are instead applicable to all entities that agree to comply with the terms of this Policy. Such parts include Part One, Coverage; Part Two, Definitions; Part Five, Monitoring and Enforcement, and Part Six, Legal Provisions.

PART TWO. DEFINITIONS

As used in this Policy, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Definitions in this part apply to all sections of this Policy.

"City" shall mean the City of North Tonawanda.

"Construction Contractor" shall mean a prime contractor or a subcontractor performing construction work related to a City project or any other covered project. Lower-tier subcontractors are included in this definition.

"Covered Entity" shall mean any entity that enters into commitment to comply with this Policy.

"Designated Local Publication" shall mean the official newspaper of the City.

"Developer" shall mean any entity entering into a disposition and development agreement, an owner participation agreement, a loan agreement, or a similar agreement with the City.

"First Source Referral System" shall mean the system designated by the City to provide job referrals and perform related functions with regard to provisions of this Policy that concern hiring of employees.

"Policy" shall mean this First Source Hiring and Local Business Enterprise Policy, in its entirety.

"Resident" shall mean a resident of Niagara County.

"Small Local Business" shall mean a business that (1) maintains its primary office at an established commercial or residential address in the City (not including temporary offices, movable offices, or Post Boxes); (2) maintains a current City business license tax certificate; (3) has been in existence for at least six months; and (4) for the previous complete fiscal year had gross revenues of less than \$5,000,000 for construction contractors, or less than \$500,000 for businesses other than construction contractors (revenue thresholds shall be annually adjusted for inflation). The City shall maintain and keep current a list of qualifying Small Local Businesses. If a contract is awarded to a joint venture between a Construction Contractor and a Small Local Business, a percentage equal to the Small Local Business' percentage share of potential profits may be considered as awarded to a Small Local Business, so long as (1) the Small Local responsibility over the project no less than its percentage share of potential profits, and (2) the joint venture is formalized according to standard industry practices and to a degree permitting the City to evaluate the requirements provision.

"Subsidy" shall mean direct or indirect the City to a Developer that materially benefits the Developer and incurs a material to the City, including, but not limited to, grants or loans of funds administered by the City, tax abatements or deferrals, infrastructure improvements made for the purpose "of facilitating or supporting a redevelopment project, land sale, or a ground lease.

PART THREE. SUMMARIES

Section One. Summary of Responsibilities of Developers in Redevelopment Projects

Following is a summary of developers' responsibilities with regard to projects in the City of North Tonawanda. This summary does not describe in detail all of developers' responsibilities, and it is not a legal description of these responsibilities. It is intended solely as a convenient overview.

The following responsibilities apply to any business participating in a City Project.

Basic Responsibilities of Developers:

Include First Source Hiring and Local Enterprise Policy in Leases and Contracts. Developers should require their contractors to follow the First Source Hiring and Local Business Enterprise Policy.

On Large Construction Contracts, Effort to Include Small Local Businesses. Before awarding a construction contract worth more than \$250,000, the developer should make sure that the contractor either has arranged to subcontract 30% of the work to small local businesses, or has made good faith efforts to do so. The City should see bids of subcontractors prior to contract award, and the City will determine whether bids meet these criteria.

On Service Contracts, Supply Contracts, and Small Construction Contracts, Make Good Faith Efforts to Award to Small Local Businesses. When awarding service contracts, supply contracts, or small construction contracts, developers should make good faith efforts to award contracts to small local businesses. Good Faith Efforts include such steps as notifying the City of opportunities to bid, and holding pre-bid meetings for small local businesses.

Cooperate with Town Monitoring Efforts. When the City attempts to monitor compliance with the First Source Hiring and Local Business Enterprise Policy, developers should cooperate by providing requested information or granting access to job sites if necessary. If a developer disagrees with a finding by the City staff that the developer was not in compliance with the First Source Hiring and Local Business Enterprise Policy, the developer may present the issue to the City Council.

Section Two. Summary of Responsibilities of Construction Contractors

Following is a summary of the responsibilities of construction contractors under this First Source Hiring and Local Business Enterprise Policy. These responsibilities apply to both prime contractors and subcontractors. This summary does not describe in detail all of construction contractors' responsibilities, and it is not a legal description of these responsibilities. It is simply intended as a convenient overview.

Basic Responsibilities of Construction Contractors.

Include First Source Hiring and Local Business Enterprise Policy in Contracts. Construction contractors should require their subcontractors to follow the First Source Hiring and Local Business Enterprise Policy. Therefore all contractors should include this Policy in contracts and subcontracts.

Meet a 30% Employment Goal for Residents. Thirty percent of all work-hours in each trade should be performed by Residents of Niagara County. Each construction contractor should either achieve this goal or show that it made good faith efforts to do so. Good Faith Efforts include such steps as notifying the City of employment opportunities, and making reasonable modifications to crew structures to facilitate employment of Residents.

When Awarding Subcontracts, Meet a 30% Goal for Small Local Businesses. Construction contractors that award subcontracts should either award 30% of to small local businesses, or make good faith efforts to do so. Good Faith Efforts include such steps as notifying the Redevelopment City of opportunities, and, where feasible, breaking down large contracts into smaller contracts.

Cooperate with City Monitoring Efforts and Reporting Requirements. Within three days of awarding any subcontract, contractors should notify the City and report whether the contract was awarded to a small local business. When the City is attempting to monitor compliance with the First Source Hiring and Local Business Enterprise Policy, construction contractors should cooperate by providing requested information or granting access to job sites if necessary. If a contractor disagrees with a finding by the City staff that the contractor was not in compliance with the First Source Hiring and Local Business Enterprise Policy, the contractor may present the issue to the City Council.

PART FOUR. RESPONSIBILITIES OF CONSTRUCTION CONTRACTORS

Section One. General Responsibilities of Construction Contractors

A. Coverage. This Part applies to all Construction Contractors.

B. Designation of Contact Person. At time of award of a to perform construction work as part of a City Project or any other covered project, each Construction Contractor shall designate a contact person for all matters related to implementation of this Policy. Each Construction Contractor shall forward the name, address and phone number of the designated individual to the City. If the contact person changes, the Construction Contractor shall immediately notify the City.

C. Include First Source Hiring and Business Enterprise Policy in Contracts. Each Construction Contractor entering into any subcontract, or contract, relating to the construction, maintenance, or operation of a City Project or any other covered project shall include compliance with the entirety of this Policy as a material term of such contract, deed, or lease.

D. Cooperation with Monitoring Efforts. Each Construction Contractor shall make available to the City all requested records and information relevant to monitoring and enforcement of this Policy. The City shall not use such records or information for any purpose other than monitoring or enforcement of this Policy, and shall not release trade secrets or information regarding employees designated by name. Construction Contractors may redact names and social security numbers from requested documents in order to protect the privacy of individual employees, although the City may require that a Construction Contractor provide addresses of individuals if place of residency is an issue. Where a Construction Contractor has redacted names and social security numbers from documents it has provided to the City, the Construction Contractor shall grant the City on-site access to unredacted version of such documents during normal business hours upon the City's request. Each Construction Contractor shall allow the City access to job sites and employees during usual business hours as the City deems necessary to monitor compliance with this Policy. Each Construction Contractor agrees to the provisions of Part Seven regarding monitoring and enforcement of this Policy.

Section Two. Construction Contractor Responsibilities Regarding Employees

A. Coverage. This Section applies to any employment by a Construction Contractor in fulfillment of the Construction Contractor's responsibilities under a contract to perform construction work as part of a City Redevelopment Project or any other covered project.

B. 30% Local Employment Goal. Thirty percent of all work-hours in each trade shall be performed by Residents. Each Construction Contractor shall either achieve this goal or demonstrate that it made good faith efforts to do so.

C. Good Faith Efforts. For purposes of this section, faith efforts shall mean diligent efforts to locate and employ qualified Residents. Good faith efforts include:

- (1) at least three days prior to hiring for any job, providing to the City written notification of employment opportunities for Residents;
- (2) working closely and cooperatively with the City to locate and employ Residents;
- (3) making reasonable modifications to crew structures to facilitate employment of Residents;
- (4) promptly contacting the City if difficulty in reaching the goal is anticipated or encountered;
- (5) maintaining a file on the job site of the names and addresses of each Resident referred to the Construction Contractor from any source, and, for Residents not hired, the reasons therefore; and if a union hiring hall with which the Construction Contractor has a collective agreement fails to refer a Resident requested by that Construction Contractor, advise the City.

D. Existing Workforce. The existence of a crew or workforce usually employed by a Construction Contractor shall not affect the Construction Contractor's responsibilities under this Policy.

E. Nondiscrimination. Construction Contractors shall not discriminate against Residents in any terms and conditions of employment, including retention, promotions, job duties, and training opportunities.

Section Three. Construction Contractor Responsibilities When Awarding Subcontracts

A. Coverage. This section applies to the award of any contract by a Construction Contractor, including, but not limited to, subcontracts, supply contracts, and lower-tier subcontracts, related to that Construction Contractor's fulfillment of a to perform construction work as part of a City Redevelopment Project or any other covered project.

B. Subcontracting Goal of 30%. Each Construction Contractor that awards any contract covered by this section is subject to a 30% subcontracting goal for Small Local Businesses. Under this requirement, each Construction Contractor shall either meet this goal demonstrate that it made good faith efforts to do so. In order to demonstrate good faith efforts, Construction Contractors shall prepare and forward to the City a summary of outreach and assistance efforts to Small Local Businesses, including each of the requirements listed in subsection D below. If a Construction Contractor awards only one contract covered by this section, the Construction Contractor shall either award that contract to a Small Local Business or make good faith efforts to do so. The 30% subcontracting goal does not apply to any Construction Contractor that does not award any contracts covered by this section.

C. Definition of Good Faith Efforts. Good faith efforts include:

- (1) at least two weeks before award of the in question, providing notification of subcontracting opportunities and procedure for bidding on all contracts to Small Local Businesses on a list provided by the City; such notification shall include project specifications, location of the project, contact information for the Construction Contractor's representative who is familiar with the project, trades required, and bonding and insurance requirements for the contract;
- (2) at least two weeks before award of the subcontract in question, advertising the opportunity to bid in a Designated Local Publication;
- (3) holding a pre-bid meeting for Local Businesses in which opportunities for subcontracts are described and can be discussed;
- (4) providing pre-bid technical assistance to Small Local Businesses that have expressed interest in bidding;
- (5) engaging in one-on-one review of bids submitted by Small Local Businesses;
- (6) working with the City to help Local Businesses who might participate obtain bonding and insurance;
- (7) where feasible, facilitating joint venturing and second-tier subcontracting in an effort to include Small Local Businesses in the project; and
- (8) where feasible, breaking down large subcontracts into smaller subcontracts where doing so would make Business participation possible.

D. Include First Source Hiring and Local Business Enterprise Policy in Contracts. Each Construction Contractor entering into a contract or subcontract covered by this section shall include compliance with the entirety of this Policy as a material term of such contract or subcontract.

E. Reporting Requirements. Within three days of the award of any contract covered by this section, the awarding Construction Contractor shall provide to the City the following information: the name, address, and telephone number of the subcontractor, whether that subcontractor is a Small Local Business, and the projected dollar amount of the contract. For each contract that was not awarded to a Small Local Business, the Construction Contractor shall provide written documentation of good faith efforts taken with regard to award of that contract. The City may assist Construction Contractors by preparing forms to be completed for this purpose.

PART FIVE. MONITORING AND ENFORCEMENT

Section One. Monitoring by the Redevelopment City

A. Monitoring Activities. The City shall monitor compliance with this Policy by Covered Entities. Monitoring activities may include requests to produce documentation, site visits, interviews, review of required reports, and any other monitoring activities the City reasonably finds necessary to assess compliance with this Policy. Covered Entities shall

cooperate fully and promptly with any inquiries the City deems necessary in order to monitor compliance with this policy. The City may review a Covered Entity's compliance with this Policy either on its own initiative or after receiving a complaint or inquiry from a member of the public or City staff member.

B. Certified Payroll. When a Construction Contractor or Developer is required to provide certified payroll records to the City, the payroll record must indicate the resident status of each worker listed on the certified payroll.

Section Two. Enforcement by the City or Redevelopment Agency.

A. City Enforcement following procedures shall be followed when the City staff determines that there has been a violation of this Policy:

- (1) **Notice of Violation.** When the City staff determines that there has been a violation of this Policy, it shall notify the Covered Entity alleged to be in violation. Such notification shall be in writing, and shall specify the precise measures necessary to correct the violation.
- (2) **Good Faith Resolution Efforts;** If the Covered Entity does not correct the violation within ten business days, the Covered Entity and the City staff shall meet and a good-faith effort to hear all sides and to negotiate a resolution.
- (3) **Referral to City.** If the Covered Entity and the City staff or designee cannot negotiate a resolution within 45 days of the Notice of Violation, the City staff or designee shall refer the matter to the City for enforcement efforts, depending on whether the contract that incorporated this Policy was awarded by the City. At this time the City staff may amend the Notice of Violation, and the Covered Entity alleged to be in Violation shall forward to the City staff a written statement describing with particularity its position regarding the substance of the Notice of Violation. The City staff may refer a matter to the City for enforcement efforts in less than 45 days if it determines that there continuing violation of the Policy.

B. Enforcement by City. If the City staff and the Covered Entity cannot negotiate a resolution within a period of time deemed reasonable by the City, the City may take any or all of the following actions. While any of these actions are pending, City staff and the Covered Entity may continue to negotiate a resolution of the dispute.

- (1) **Arbitration.** The City may refer the dispute to binding arbitration to be conducted in accordance with the rules of the American Arbitration Association regarding arbitration of commercial disputes. Each party shall bear its own costs of such arbitration and the parties shall equally split the cost of the arbitrator. The arbitrator, upon hearing the matter, may provide for specific enforcement of this Policy, injunctive relief against the Covered Entity, liquidated damages as described below.
- (2) **Enforcement by Courts.** The City may file a legal action in a court of law to enforce this Policy. The court may provide for specific enforcement of this Policy, injunctive relief against the Covered Entity, liquidated damages as described below. The court may award reasonable attorneys' fees and costs to the City if it prevails in such an action.
- (3) **Termination of Contract.** The City may terminate for cause any contract or other agreement between the City and the Covered Entity.
- (4) **Withholding of Funds.** If the Entity is due any monetary payments pursuant to a contract or debt on a City-funded project, the City may withhold funds in an amount specified below as liquidated damages. If the Covered Entity is a subcontractor on City-funded project, the City may withhold progress payments to the prime contractor on that project.

- (5) **Suspension or Revocation of Construction Permit.** If the Covered Entity is performing work requiring a construction permit or similar permit issued by the City, the City may suspend or revoke the construction permit or similar permit, or may issue a stop work order.
- (6) **Declaration of ineligibility.** The City may declare the Covered Entity ineligible for participation in future public works contracts or City redevelopment projects for a period of three or until liquidated damages and other restitution have been paid in full, whichever is longer.

C. Liquidated Damages. Because the City's actual damages for breach of the terms of this Policy would be extremely difficult to determine, the City and Covered Entities designate the following pre-estimates of damages for noncompliance with this Policy, to function as liquidated damages. Any liquidated damages collected by the City shall be used for job training of Residents.

- (1) **Business User hiring an employee without having followed the procedures specified in this Policy: \$1000.**
- (2) **Covered Entity awarding a contract without having followed the procedures specified in this policy: 10% of the value of the contract.**
- (3) **Contractor failure to comply with subcontracting goal good faith efforts: 10% of the value of all subcontracts awarded. Liquidated damages imposed under this subsection shall not be passed on to subcontractors by a Contractor.**
- (4) **Contractor failure to comply with resident workforce goal good faith efforts: \$500 per day of noncompliance.**
- (5) **Failure to comply with any other provision of this Policy: \$500 per day of noncompliance.**

PART SIX. MISCELLANEOUS LEGAL PROVISIONS.

Section One. General Provisions

A. Term. This Policy shall be in effect with regard to City contracts and projects from the date of its adoption by the City until such time as it is repealed by the City. Similarly, this Policy shall be in effect with regard to City contracts and projects from the date of its adoption by the City until such time as it is repealed by the City. The City shall regularly evaluate the Policy to determine the Policy's effectiveness, and may make any amendments to the Policy as deemed appropriate.

B. Compliance with State and Federal Law. This policy shall be enforced only to the extent that it is consistent with the laws of the State of New York and the United States. If any provision of this Policy is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this policy, and the conflicting provisions of this Policy shall not be enforceable.

C. Compliance with Court Order. Notwithstanding the provisions of this Policy, a Covered Entity shall be deemed to be in compliance with this Policy if the Covered Entity is bound by a court or administrative order or decree which governs the hiring of workers, and the provisions of which explicitly and unalterably conflict with terms of this Policy.

D. Severability Clause. If any term, provision: or condition of this Policy is held by a court of competent jurisdiction to be invalid, provisions shall continue in full force and effect.

E. Binding on Successors. This Policy shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of any Covered Entity. Any reference in this Policy to a party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party.

F. Material Terms. The provisions of this Policy are material terms of all contracts or agreements in which this Policy is incorporated.

G. Intended Beneficiaries. The City is the intended third-party beneficiaries of contracts and other agreements which incorporate this Policy. The City shall therefore have the right to enforce the provisions of this Policy against all parties incorporating this Policy into contracts or other agreements.

Ayes: Brick, Schwandt, Donovan (3)

Nays: Sommer (1)

CARRIED.

II.3 Attorney

November 5, 2007

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

Re: Carnegie Art Center – Grant for Building Restoration (EPF 540445)

Dear Honorable Body:

Attached is a copy of a contract extension between the State of New York and the Tonawanda's Council on the Arts, which will extend the term of their existing grant for one year, until December 31, 2008. The Executive Director of the Carnegie Art Center indicates that this grant is being used for building restoration which may or not be completed by the original date, December 31, 2007. Her contact in Albany has suggested the extension, which requires the signature of the City of North Tonawanda as the property owner. This extension will buy the art center enough time to complete the project(s) and the attendant paperwork covered by this grant.

If your Honorable Body concurs, please pass a resolution enabling the Mayor to execute the contract extension, subject to review by the City Attorney.

Very truly yours,
Shawn P. Nickerson
City Attorney

MOVED by Alderman Brick

SECONDED by Alderman Schwandt

That the Common Council hereby authorizes the Mayor to sign the contract extension between the State of New York and the Tonawanda's Council on the Arts, which will extend the term of their existing grant for one year, until December 31, 2008, subject to review by the City Attorney.

Ayes: Brick, Schwandt, Donovan, Sommer (4)

Nays: None (0)

CARRIED.

IV.1 Engineer

November 5, 2007

Lawrence V. Soos, Mayor
and Common Council Members
City Hall
North Tonawanda, New York 14120

Re: Project 2006-03, Kingston Avenue Reconstruction
Award of Contract, Change Order No. 1, Final Payment and Project Acceptance

Honorable Body:

Your approval of Change Order No. 1, approval of final payment and project acceptance for the Kingston Avenue Reconstruction Project is hereby requested. As you are aware, this project is funded in the City's 2007 Capital Budget in the bonded amount of \$205,000, with the installation of concrete curbing and bubbler drain connections portion of the work funded through the established special assessment district.

Change Order No. 1 represents additional costs based on final measured quantities and additions to the contract that were necessary to complete the work. The following is a summary of the change order work:

• Add for final measured quantities	\$9,162.90
• Additional terrace area drains in front of 1540 and 1546	\$2,294.00
• Additional terrace area stone drains in front of 1526 and 1530	\$622.00
• Terrace lawn drain in front of commercial property	\$524.00
• Rebuild and repair catch basins	\$1,081.00
Change Order Add Amount	\$13,683.90

I therefore respectfully request that the Common Council approve Change Order No.1, increasing the contract amount with Northeast Diversification, 2 Cadby Industrial Park, Lancaster, NY 14086 by the sum of \$13,683.90; from \$152,890.00; to the revised final contract amount of \$162,052.90 and that the Mayor be authorized to sign said change order subject to review by the City Attorney.

Further, that the Contractor has supplied the City with the Substantial Completion Form, Affidavit for Final Payment, Consent of Surety, and Form of Guarantee.

Accordingly, I hereby request that the Common Council accept Project 2006-03, Kingston Avenue Reconstruction and approve the final payment, subject to review by the City Attorney.

Very truly yours,
Dale W. Marshall, P.E.
City Engineer

MOVED by Alderman Donovan SECONDED by Alderman Sommer
That the Common Council hereby approves Change Order No.1 for Project 2006-03, Kingston Avenue Reconstruction increasing the contract amount with Northeast Diversification, 2 Cadby Industrial Park, Lancaster, NY 14086 by the sum of \$13,683.90; from \$152,890.00; to the revised final contract amount of \$162,052.90 and that the Mayor is authorized to sign said change order subject to review by the City Attorney.

Ayes: Brick, Schwandt, Donovan, Sommer (4)

Nays: None (0)

CARRIED.

IV.2 Engineer

November 15, 2007

Honorable Lawrence V. Soos, Mayor
and Common Council Members
City Hall
North Tonawanda, New York 14120

Re: October 2006 Storm Snow Emergency
Contract Amendment No. 3 and Final Payment

Dear Honorable Body:

On October 25, 2006, the Common Council awarded the October 2006 Snow Storm Vegetative Debris Removal and Disposal Monitoring Contract to Beck Disaster Recovery,

Inc. of Pensacola, FL, in an amount not to exceed \$113,670 for Right-of-Way Dangerous Hanging Limbs Monitoring and \$203,603 for Right-of-Way Debris Monitoring, without prior authorization, for a total contract amount of \$317,273.

On December 4, 2006 the Common Council amended the agreement with Beck to cover the additional monitoring costs associated with the removal of an additional 69,000 dangerous hanging limbs. This second amendment increased the contract amount by \$136,330, to a total of \$453,603.

With the October Storm Debris Project substantially complete on December 31, 2006, Beck Disaster Recovery, Inc. continued data support and closeout services along with additional work associated with the survey of all parks and cemetery for FEMA eligible limb removal. This work was accomplished under the supervision of the Superintendent of Public Works in November 2006; however the Beck proposal (copy enclosed) was not processed as a part of Amendment 2.

Recently, Gary Franklin and I met with both SEMO and FEMA, Region II representatives who are aware of the final monitoring costs and are keeping our project work sheet open for the final payment for the monitoring work, so that the costs can be reimbursed back to the city.

Accordingly, I respectfully request that the Common Council, amend the City's October 2006 Snow Storm Vegetative Debris Removal and Disposal Monitoring Contract with Beck Disaster Recovery, Inc., 6108 Village Oaks Drive, Suite C, Pensacola, FL 32504, increasing the contract amount by \$14,584.35 for a final contract amount of \$468,187.35; authorizing the mayor to sign said amendment subject to review by the City Attorney.

Very truly yours,
Dale W. Marshall, P.E.
City Engineer

MOVED by Alderman Schwandt **SECONDED** by Alderman Brick
That the Common Council hereby amends the City's October 2006 Snow Storm Vegetative Debris Removal and Disposal Monitoring Contract with Beck Disaster Recovery, Inc., 6108 Village Oaks Drive, Suite C, Pensacola, FL 32504, increasing the contract amount by \$14,584.35 for a final contract amount of \$468,187.35 and authorizes the Mayor to sign said amendment subject to review by the City Attorney.

Ayes: Brick, Schwandt, Donovan, Sommer (4)

Nays: None (0)

CARRIED.

V. Water

October 16, 2007

Honorable Mayor Lawrence Soos
and Common Council
City Hall, 216 Payne Ave
N. Tonawanda NY 14120

Re: Cooperative Purchasing

Dear Mayor and Common Council:

To continue in Cooperative Bidding with the Water Board of Niagara Falls and with the Water Department of other communities in Niagara County, it is necessary to have the Common Council approval every year. This bidding has proven to be a money-saving procedure for both the Water and Wastewater Treatment Plant.

Attached is a sample of the Resolution.

Sincerely,
Paul J. Drof
Water/Wastewater Superintendent

MOVED by Alderman Donovan SECONDED by Alderman Schwandt
That the Common Council of the City of North Tonawanda hereby authorizes the continuance of cooperative purchasing arrangements between the Consortium for Cooperative Bidding and other municipalities or public entities as follows:

1. The Consortium for Cooperative Bidding and other interested public entities jointly prepare the bid specifications to ensure that the requirements of each party are satisfied; and
2. That the Common Council of the City of North Tonawanda shall appoint one officer to pursue cooperative arrangements and to distribute bid specifications; and
3. That the Common Council of the City of North Tonawanda shall appoint one fiscal officer who will be responsible for payment or if the successful bidder will be required to bill each entity separately for the items purchased thereby; and
4. That the Common Council of the City of North Tonawanda shall appoint one officer or body to award the contract or whether to have the right to accept or reject the bid as to their respective portions; and
5. That this resolution shall be in effect for a period of one year; and

That the Common Council of the City of North Tonawanda reserves the right to dissolve or renew this resolution at anytime it so desires by a simple majority of the Common Council of the City of North Tonawanda.

This resolution shall take effect immediately.

Ayes: Brick, Schwandt, Donovan, Sommer (4)
Nays: None (0)
CARRIED.

VII.1 Accountant

November 16, 2007

Honorable Lawrence V. Soos, 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 November 20, 2007, 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 Schwandt SECONDED by Alderman Donovan
That the Common Council hereby authorizes for payment the current Abstract of Claims for Common Council Audit dated November 20, 2007 and further authorizes the Mayor and City Clerk respectively sign and countersign said Warrant:

01	General Fund	\$488,298.25
02	Water Fund	37,639.51
04	Sewer Fund	74,095.73
06	Capital Project Fund	650,825.53
07	Trust & Agency Fund	<u>4,093.85</u>
	Final Total	\$1,254,952.87

Ayes: Brick, Schwandt, Donovan, Sommer (4)
 Nays: None (0)
CARRIED.

VII.2 Accountant

November 16, 2007

Honorable Lawrence V. Soos, Mayor
 and Common Council
 City Hall
 North Tonawanda, New York 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 transfers of fiscal year 2007 appropriations, based on the request of Department Heads, copy attached:

<u>Control Number</u>	<u>Dollar Amount</u>	<u>From Appropriation Account</u>	<u>Into Appropriation Account</u>
11	1,000.00	1-3410.480 Fire Operations	1-3410.440 Fire Buildings & Grounds

Very truly yours,
 David R. Jakubaszek
 City Accountant

MOVED by Alderman Brick SECONDED by Alderman Donovan
That the Common Council hereby authorizes the City Accountant to make the following budget amendment of fiscal year 2007 revenues and appropriations, based on the requests of Department Heads:

<u>Control Number</u>	<u>Dollar Amount</u>	<u>From Appropriation Account</u>	<u>Into Appropriation Account</u>
11	1,000.00	1-3410.480 Fire Operations	1-3410.440 Fire Buildings & Grounds

Ayes: Brick, Schwandt, Donovan, Sommer (4)
 Nays: None (0)
CARRIED.

The following item was pulled from the agenda before the meeting:

XVI. City Clerk

November 1, 2007

Common Council
216 Payne Avenue
North Tonawanda, NY 14120

Re: Rezoning of property at 489 Ward Road from R-1-2 to R-C

Dear Honorable Body:

On Tuesday, October 9, 2007 at 6:30PM a public hearing was held regarding the rezoning of 489 Ward Road. It would be appropriate now to take action regarding the requested rezoning.

Very truly yours,
Thomas M. Jaccarino
City Clerk

XXV. Monthly Reports

.1 Police

MOVED by Alderman Brick SECONDED by Alderman Donovan
That the Common Council hereby receives and files the aforementioned Monthly Report.
CARRIED.

XXVII.
Community Development

Honorable Lawrence V. Soos
And Common Council Members
City Hall – 216 Payne Avenue
North Tonawanda, NY 14120

Re: 2007 Application/ Environmental Protection Fund
Funding for updating North Tonawanda's Local Waterfront Revitalization
Program

Dear Honorable Body:

The New York Department of State has announced funding availability through the 2007 Environmental Protection Fund that can be used for updating Local Waterfront Revitalization Programs (LWRP).

The City of North Tonawanda's LWRP will be 20 years old in 2008 and, as a result, does not account for much of the recent change in the community and along the City's waterfront. For that reason, most LWRPs are only effective for 15-20 years. I believe it is time to update the City's LWRP in order to manage future development and to balance environmental issues with growth patterns along the City's expansive waterfront.

Funding received through the Environmental Protection Fund, requires a local match that can include in-kind services and expenses. I have initially estimated the cost to update the LWRP at \$88,000, meaning an application for \$44,000 and the commitment of in-kind services and shared expenses of \$44,000.

Debbie Gondek, 257 Brentwood Drive – Thanked Yarussi Construction for the repairs to her property and inquired about leaf pickup.

ADJOURNMENT

**MOVED by Alderman Sommer SECONDED by Alderman Brick
That this regular session of the Common Council be and hereby is adjourned.
CARRIED.**

Time of Adjournment: 6:25P.M.

Respectfully submitted,

**Thomas M. Jaccarino
City Clerk**