

**THE HONORABLE BODY
Council Chambers
Municipal Building
North Tonawanda, New York 14120
Tuesday, May 15, 2012
6:30P.M.**

REGULAR SESSION CALLED TO ORDER BY PRESIDENT ANDRES

PLEDGE OF ALLEGIANCE

ROLL CALL

**Present: President Andres
Alderman Needler, Donovan, Rizzo, Zadzilka**

Absent: None

**Also Present: Mayor Robert G. Ortt
City Attorney Shawn P. Nickerson**

APPROVAL OF THE MINUTES OF THE REGULAR SESSION MAY 1, 2012

**MOVED by Alderman Zadzilka SECONDED by Alderman Needler
That the minutes of the regular session held May 1, 2012 be approved as circulated and filed
in the Office of the City Clerk.
CARRIED.**

PROOF OF PUBLICATION PUBLISHED APRIL 14 & 21, 2012

1) Public Hearing – Partial Alley Closing Behind 114 Wheatfield St. – Clerk-Treasurer

**MOVED by Alderman Donovan SECONDED by Alderman Rizzo
That the Common Council hereby receives and files the aforementioned Proof of Publication.
CARRIED.**

AUDIENCE PARTICIPATION - None

COMMUNICATIONS FROM CITY OFFICIALS

II. Attorney

May 10, 2012

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

**Re: Proposed Intermunicipal Police Dispatch Agreement between
Niagara County and City of North Tonawanda**

Dear Honorable Body:

**Attached is a proposed Intermunicipal Agreement between the County of Niagara and the
City of North Tonawanda to facilitate the transfer of city police dispatchers to the County
of Niagara. Please be advised that this proposal is scheduled to be voted upon by the
Niagara County Legislature at their regular meeting of May 15, 2012.**

05-15-2012

Should your Honorable Body concur, please pass a resolution to allow for the execution of the Intermunicipal Police Dispatch Agreement by the Mayor, subject to any further 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 Zadzilka **SECONDED** by Alderman Rizzo
That the Common Council of the City of North Tonawanda hereby authorizes the Mayor to sign the following Intermunicipal Police Dispatch Agreement between Niagara County and City of North Tonawanda:

**INTERMUNICIPAL POLICE DISPATCH AGREEMENT BETWEEN
NIAGARA COUNTY AND THE CITY OF NORTH TONAWANDA**

THIS INTERMUNICIPAL AGREEMENT (hereinafter "AGREEMENT") is made this day of May, 2012, by and between COUNTY OF NIAGARA, NEW YORK (hereinafter "COUNTY" or "NIAGARA COUNTY") a New York municipal corporation, Niagara County Courthouse, 175 Hawley Street, Lockport, New York 14094 acting through its agent THE NIAGARA COUNTY SHERIFF'S OFFICE (hereinafter "NCSO") and the CITY OF NORTH TONAWANDA, NEW YORK (hereinafter "NORTH TONAWANDA") a New York municipal corporation, North Tonawanda City hall, 216 Payne Avenue, North Tonawanda, New York 14120.

WHEREAS, NORTH TONAWANDA presently employs six dispatchers servicing the North Tonawanda Police Department, and

WHEREAS, the COUNTY through the NCSO possesses the capabilities to provide necessary police dispatch services to the citizens of NORTH TONAWANDA and,

WHEREAS, NORTH TONAWANDA and the COUNTY desire to allow the NCSO to provide said necessary police dispatch services, with the goal of providing consolidation of services and tax relief, and

WHEREAS, in an attempt to maximize existing COUNTY infrastructure and curtail dispatch costs while still providing necessary and beneficial services to the taxpayers of NORTH TONAWANDA, and

WHEREAS, to accomplish this objective, NORTH TONAWANDA and the COUNTY desire to enter into the following Agreement whereby the aforementioned dispatchers would become COUNTY employees, and

WHEREAS, the North Tonawanda Police Department would continue to provide primary response for all North Tonawanda Police dispatch calls, now therefore

WHEREAS, to accomplish this objective, NORTH TONAWANDA and the COUNTY desire to enter into the following AGREEMENT whereby the aforementioned NORTH TONAWANDA police dispatchers would become COUNTY employees through a Transfer of Function in accordance with New York State Civil Service Law Section 70, with the eligible benefits and effective dates as referenced in Schedule A, now therefore,

BE IT RESOLVED, that in consideration of the payment schedule amounts set forth below in this AGREEMENT and other good and valuable consideration, NORTH TONAWANDA and the COUNTY agree as follows:

- 1. COMMENCEMENT: This AGREEMENT shall become effective on July 1, 2012 following approval by both the Niagara County Legislature and the North Tonawanda Common Council. All NORTH TONAWANDA police dispatchers who are the subject of this AGREEMENT shall transfer to the Niagara County Sheriff's Office as COUNTY employees on the Commencement date. Six (6)**

Dispatcher positions will be created by Niagara County effective the Commencement date. Each newly created position will have a unique position number allowing for proper position budgeting and invoicing of all costs attributable to each newly created position.

2. **PAYMENT SCHEDULE:** An annual statement of costs, which will include all personnel costs for Niagara County Civilian Dispatchers as listed in Schedule B, will be projected each October for budget preparation, invoiced each December and will be due and payable by NORTH TONAWANDA by the following January 31 Such payment schedule will continue over a 5 year term from Commencement through 2016 with the COUNTY paying the full statement of costs in 2017 and thereafter. Such statement of costs will reflect the following annual percentage adjustments:
 3. **2012:** NORTH TONAWANDA will fully reimburse 100% of the cost of six Niagara County Civilian Dispatchers from the Commencement date to the end of the 2012 calendar year.
 4. **2013:** NORTH TONAWANDA will reimburse NIAGARA COUNTY 100% of the cost of six Niagara County Civilian Dispatchers.
 5. **2014:** NORTH TONAWANDA will reimburse NIAGARA COUNTY 75% of the cost of six Niagara County Civilian Dispatchers.
 6. **2015:** NORTH TONAWANDA will reimburse NIAGARA COUNTY 50% of the cost of six Niagara County Civilian Dispatchers.
 7. **2016:** NORTH TONAWANDA will reimburse NIAGARA COUNTY 25% of the cost of six Niagara County Civilian Dispatchers.
 8. **2017:** NIAGARA COUNTY will be responsible for 100% of the cost of six Niagara County Civilian Dispatchers.
9. **INDEMNIFICATION:** Should any union which represents any of the employees who will be transferred to NIAGARA COUNTY by this AGREEMENT, commence any grievance, action and/or proceeding, NORTH TONAWANDA hereby agrees to indemnify and hold harmless NIAGARA COUNTY from any costs as a result thereof, including, but not limited to, costs, disbursements, attorneys fees, awards or any other financial matters which demand is made against Niagara County for the payment thereof

NIAGARA COUNTY agrees to indemnify and hold harmless NORTH TONAWANDA from any costs as a result of any COUNTY union grievance, action and/or proceeding resulting from the transfer of police dispatch services under this AGREEMENT.
10. **SUCCESSORS AND ASSIGNS:** This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
11. **APPLICABLE LAW:** The interpretation, validity and performance of this Agreement shall be governed by the laws of the state of New York
12. **SEVERABILITY:** If any particular provision of this AGREEMENT shall be held by competent authority to be invalid or unenforceable, said total or partial invalidity or unenforceability shall not affect the other provisions hereof and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
13. **ENTIRE AGREEMENT AND AMENDMENTS:** This AGREEMENT represents the entire understanding of the parties concerning the subject matter of this AGREEMENT and it may only be modified by a written amendment executed by both parties.
14. **TERMINATION:** This AGREEMENT is not revocable for any reason whatsoever by either party.

15. **BREACH:** The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any subsequent breach thereof and shall not be construed to be a modification of the terms of this AGREEMENT.
16. **HEADINGS:** The heading of the various Sections of this AGREEMENT are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define, or extend the specific terms of the Sections so designated.
17. **REMEDIES:** All of the rights and remedies granted hereunder will be cumulative and are not in the alternative.

Schedule A

1. The following dates shall apply in accordance with New York State Civil Service ("CS") Law, Deputy Sheriff's Association ("DSA") contract, and Niagara County ("County") policies:

Civil Service Seniority = Is permanent appointment in the City (NT)
 Benefit Date = permanent appointment date as City Emergency Dispatcher
 Longevity Date = permanent appointment date in the County
 DSA Union Seniority = permanent appointment date in the County
 Retiree Healthcare = permanent appointment date in the County

2. Each of the six (6) North Tonawanda ("NT") Emergency Dispatchers ("Employee(s)") will transfer to the County with his/her current vacation and personal time accrual balances up to the maximum allowed per the DSA contract. Compensatory time, sick leave and any other balances may not be transferred.
3. Each Employee is eligible for enrollment in County healthcare effective the date of the transfer of function. Each Employee will be afforded an opportunity to enroll in a choice of County Plans prior to the healthcare effective date.
4. Each Employee will be placed at Step 3 of the current DSA salary schedule at an hourly rate of \$20.20. Employees will advance to step increments in accordance with DSA contract and County Policies. Annual step increases are not mandatory and are subject to the County Manager's approval. In the event that a salary increase associated with a step is withheld, the Employee still must progress through each step.
5. The shift and vacation schedule shall be the one currently in use at the County NCSO at the time of transfer. The six Employees transferred from the City Emergency Dispatch will be allowed to bid for shift openings at the time of transfer based on each individual's Civil Service Seniority date and to submit requests for vacation leave at the time of transfer. Vacation requests will be honored using the Civil Service seniority date, as long as there are adequate staffing levels. Shift bidding and vacation schedules for 2013 will be developed in accordance with the DSA contract and DSA Union seniority.

Schedule B

Projected County Cost for 6 NT Dispatchers

July – Dec 2012

Salary	\$21,088.80
Training	\$969.60
Briefing	\$1,666.50
Uniform	<u>\$500.00</u>
Total Wages	\$24,224.90

05-15-2012

FICA/Med (7.65%)	\$1,853.20	
Retirement (18%)	\$4,360.48	
Worker's Comp. (4.9%)	\$1,187.02	
Healthcare	\$5,688.00	
HRA	\$850.00	
Vision/Dental	\$335.00	
Dental	<u>\$1,000.00</u>	
Total Fringes	\$15,273.71	
Cost per Dispatcher	\$39,498.61	
Total Cost for 6 Dispatchers	\$236,991.64	
Hourly Rate DSA Step 3	\$20.20	
Reimbursement from NT	\$236,992.00	100%
County Share	\$ -	0%

Ayes: Needler, Donovan, Rizzo, Zadzilka, Andres (5)
Nays: None (0)
CARRIED.

VII. Accountant

May 10, 2012

Honorable Robert G. Ortt, 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 May 15, 2012, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Very truly yours,
David R. Jakubaszek
City Accountant

MOVED by Alderman Donovan SECONDED by Alderman Needler
That the Common Council hereby authorizes for payment the current Abstract of Claims for Common Council Audit dated May 15, 2012 and further authorizes the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant:

01	General Fund	\$164,968.00
02	Water Fund	5,332.31
04	Sewer Fund	14,488.95
06	Capital Project Fund	25,413.61
07	Trust & Agency Fund	1,147.89
11	General Fund Encumbered	2,032.00
17	Home Rehab Program	<u>7,380.00</u>
	Final Total	<u>\$220,762.76</u>

Ayes: Needler, Donovan, Rizzo, Zadzilka, Andres (5)
Nays: None (0)
CARRIED.

XIV. Recreation

May 9, 2012

The Honorable Mayor Robert Ortt and Common Council Members
 City Hall
 216 Payne Ave.
 North Tonawanda, New York 14120

Dear Honorable Body:

Please review and approve for signing the attached contract for monitoring services between Buffalo Alarm System of Buffalo New York and the City of North Tonawanda for Memorial Pool. The agreement will allow the service through May 1, 2013.

The contract has been reviewed and approved by the City Attorney and I request that you authorize the Mayor to execute said contract.

Respectfully submitted,
 Patricia A. Brosius
 Director of Youth, Recreation & Parks

MOVED by Alderman Zadzilka **SECONDED** by Alderman Donovan
 That the Common Council of the City of North Tonawanda hereby authorizes the Mayor to sign the contract for monitoring services between Buffalo Alarm System of Buffalo New York and the City of North Tonawanda for Memorial Pool. This agreement will allow the service through May 1, 2013.

Ayes: Needler, Donovan, Rizzo, Zadzilka, Andres (5)
 Nays: None (0)
CARRIED.

XXV. Monthly Reports

.1 City Clerk .3 Treasurer
 .2 Senior Citizens

MOVED by Alderman Rizzo **SECONDED** by Alderman Needler
 To receive and file the aforementioned Monthly Reports.
CARRIED.

XXXII.1 Community Development

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

Dear Honorable Body:

On January 25, 2012 it was announced that the City of North Tonawanda, working with the New York State Office of Parks, Recreation and Historic Preservation was awarded a boating Infrastructure Grant in the amount of \$686,919.00 from the United States Fish and Wildlife Service for improvements to the marina at 1000 River Road. In order to advance the grant process, the City must produce a Common Council resolution in the form shown below authorizing the Mayor to sign documents and enter into agreements with the State of New York.

Therefore, I respectfully request the Common Council resolve to authorize the Mayor to execute a project agreement with the State of New York as outlined.

Sincerely,
 James B. Sullivan
 Director

05-15-2012

MOVED by Alderman Donovan

SECONDED by Alderman Needler

That Robert G. Ortt, Mayor of the City of North Tonawanda, is hereby authorized and directed to file an application for funds from the New York State Office of Parks, Recreation and Historic Preservation in accordance with the provisions of the Boating Infrastructure Grant Program, in an amount not to exceed \$686,919, and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the City of North Tonawanda for the Gratwick Park Marina Renovation and, if appropriate, a conservation easement/preservation covenant to the deed of the assisted property.

Ayes: Needler, Donovan, Rizzo, Zadzilka, Andres

(5)

Nays: None

(0)

CARRIED.

XXXII.2 Community Development

The Honorable Common Council

North Tonawanda City Hall

216 Payne Avenue

North Tonawanda, NY 14120

Dear Honorable Body:

As announced in December 2011, the City of North Tonawanda was awarded \$574,500 from the New York State Environmental Facilities Corporation for the Webster Street Green Infrastructure Improvements project. A requirement of this grant opportunity is that the City, through any combination of local funds and in-kind services, match the grant award at minimally 10%.

I respectfully request this Honorable Body authorize Robert Ortt, Mayor, as the authorized representative for this project.

Also, I respectfully request from this Honorable Body that the City resolves to meet the 10% grant matching requirement, in this case minimally \$57,450.

Thank you for your consideration.

Sincerely,

James Sullivan

Director of Community Development

MOVED by Alderman Needler

SECONDED by Alderman Andres

That the City of North Tonawanda authorizes and appropriates a minimum of 10% local match as required by the Green Innovation Grant Program (GIGP) for the GIGP project Webster Street Green Infrastructure Project. Under the GIGP program, this local match must be at least 10% of the total actual project costs. The source of the local match, and any amount in excess of the match, shall be provided through in-kind services performed by City staff. The maximum local share shall not exceed \$57,445 based upon a total estimated maximum project cost of \$631,895. The Mayor may increase this local match through the use of in kind services without further approval from the City of North Tonawanda Common Council;

And, Further, that the Mayor is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City of North Tonawanda's obligations under the GIGP Grant Agreement.

Ayes: Needler, Donovan, Rizzo, Zadzilka, Andres

(5)

Nays: None

(0)

CARRIED.

COMMUNICATIONS FROM OTHERS

A.

**Boy Scouts of America
Greater Niagara Frontier Council**

**City of North Tonawanda, NY
216 Payne Avenue
North Tonawanda, NY 14120**

**Attention:
Honorable City Council
Office of the Honorable Robert Ortt – Mayor**

Proposal

The Boy Scouts of America, locally known as the Greater Niagara Frontier Council (GNFC-BSA) would like to propose a co-operative community venture with the City of North Tonawanda on July 8, 2012 to be held at Gratwick Park.

Purpose of event

Through active participation of the Boy Scouts of America at all program levels, we would like to present a community event promoting the local city parks and recreation resources available to the citizens of North Tonawanda, while showcasing the programs offered by the Boy Scouts of America. We plan to do this through hands on activities provided or arranged by the local scouting community. Activities organizes and/or presented by the BSA would be provided free of charge for all age groups. Presentations would have a youth focus, promoting Scouting values. It would be an opportunity for the BSA to give back to the community for 102 years of their support.

Promotion and advertising

The name of the proposed event will be known as the NORTH TONAWANDA SCOUTING AIR SHOW which not only states the location of the event but also indicates the theme and subsequent activities offered as free public entertainment.

The event will be promoted with no (or little) anticipated expense to the BSA. We hope to secure local media support and exposure from sources including: Tonawanda News, Bee publications, Metro Source, Wheatfield Tribune, local radio stations, local Television, exposure at local schools in addition to the local scouting community. Any advertising efforts by the City of North Tonawanda through media sources and/or on the city calendar or related advertising vehicles would be appreciated.

Basic Event Agenda

Event staff would consist of adult and youth volunteers from the local scouting community and subsequent supporters of the scouting program. Preparation for the event at Gratwick Park on River Road would begin at 8:00 am Sunday 7/8/2012 which would include vendors, clubs and related displays. The event would officially begin at 1:00 and end at 4:00. The parking area for boat launch vehicles with trailers would be reserved for the boaters with permits issued by the City of North Tonawanda. Activity areas will be temporarily but clearly marked during event. All displays will be temporary and most will be located along the park drive on the west side near launch area. Scouting's Leave No Trace principles will be actively enforced to preserve the beauty of Gratwick Park. A scouting display will be set up at the main entrance and the south entrance of the park promoting scouting at all levels. Displays will include but are not limited to flags, balloons, streamers, dining flies, signs or related items. All efforts will be made to keep vehicles parked in established parking areas. If these areas are full we will try to keep cars parked along the Gratwick Park roadway as close to the road as possible in an effort to preserve the grass. Vehicles transporting anyone with physical or developmental challenges will be a priority. Any vendor who provides food, refreshments or activities will clean up their area when done. The Boy Scouts will supervise the final clean up after the event.

Activities Proposed

- Traditional Scouting opening
- Kite club(s) to demo and promote kiting as a hobby
- Remote control model air plane club(s) to demo and promote their hobby
- Scouts building and launching pop bottle rockets (interactive)
- Folding and flying paper airplanes
- Building and launching paper rockets
- Local rocket club to demo and promote rocketry as a hobby
- Frisby demonstrations and lessons
- Possible participation from the 914th Airbase (C-130 fly over)
- Possible participation from Mercy Flight
- Possible participation from the Niagara or Erie County Sheriff Air Unit
- Possible participation from the NT Police and Fire Departments
- Possible participation from the U. S. Coast Guard
- Possible participation from the U. S. Border Patrol
- The Girl Scouts will be invited to participate
- Local Scout Troup holding Hot Dog sale as a fundraiser
- Ice Cream/refreshments or similar snacks with fees from local vendors
- Water, Ice Tea or Bug Juice (Kool-Aid) provided by BSA with local merchants support.

Requested City of North Tonawanda Participation

Our hope is that the City of North Tonawanda will grant the BSA the use of Gratwick Park, the pavilion and power source and any fresh water source available within the park and waive any fees. As well as any available safety traffic cones to mark prohibited parking and other areas of interest at no charge. Approval to post signs as needed in the park to mark activities and promote agenda. Police presence or participation for safety and security purposes would be helpful, but not necessarily needed. GNFC-BSA will provide BSA trained first aid staff for any minor incidents.

The Boy Scouts of America thank you in advance for your support in this event. It will promote community goodwill and create a fun arena for the families in and around North Tonawanda. What better way for a family to enjoy a Sunday afternoon than in one of our premier city parks with their friends and neighbors.

Rick Smith – North Tonawanda Resident
Polaris District Membership Chair
Phone 716-909-0111
E-Mail: polarisbuffalo@yahoo.com

MOVED by Alderman Zadzilka

SECONDED by Alderman Donovan

That the Common Council hereby grants permission to the Greater Niagara Frontier Council, Boy Scouts of America (GNFC-BSA) the use of Gratwick Park, the pavilion and power source and any fresh water source available within the park on Sunday, July 8, 2012 and waives any fees; directs the Department of Public Works to provide safety traffic cones to mark prohibited parking and other areas of interest and grants permission to post signs as needed in the park to mark activities and promote agenda. Police presence or participation for safety and security purposes would be helpful, but not necessarily needed. GNFC-BSA will provide BSA trained first aid staff for any minor incidents.

Ayes: Needler, Donovan, Rizzo, Zadzilka, Andres

(5)

Nays: None

(0)

CARRIED.

B.

Columbia Hook & Ladder - Re: Exemption Petitions:

Donald W. Bressette – 35 Yrs.
Brian A. Rosart – 35 Yrs.
Vernon D. Zuch, II – 25 Yrs.
Edward J. Suski – 25 Yrs.
Darren W. Snickles – 25 Yrs.
Nicole R. Landen – 5 Yrs.

