

**TO: Honorable Mayor & Common Council  
President Rizzo  
Aldermen Zadzilka, Needler, Clark, Braun**

**FROM: Scott P. Kiedrowski, City Clerk-Treasurer**

**RE: Agenda for regular session TUESDAY, AUGUST 19, 2014, 6:30PM**

**AUDIENCE PARTICIPATION – Agenda items only, not to exceed 90 minutes with each speaker limited to a five-minute maximum.**

**COMMUNICATIONS FROM CITY OFFICIALS**

- II. Attorney - Re: Workplace Violence & Abusive Environment Prevention Program Update**
  
- IV.1 Engineer - Re: Change order Durkee Bridge rehabilitation project**
  
- IV.2 Engineer - Re: Supplemental Agreement Amendment No.3 for Construction Inspection & Construction Support Services for the Durkee Bridge project.**
  
- IV.3 Engineer - Re: Amendment Agreement No.3 Gratwick Riverside Park Marina Project**
  
- VII. Accountant - Re: Payment of the Abstract of Claims dated August 19, 2014.**
  
- XI. Fire - Re: Proposed agreement with Niagara County to lease space at Fire Headquarters as a backup dispatch center for entire county.**

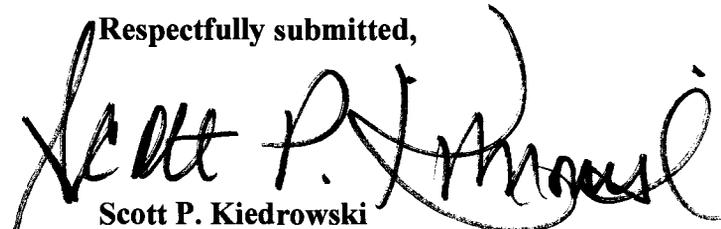
**XXV. Monthly Reports**

- |                          |                           |
|--------------------------|---------------------------|
| <b>.1 Clerk</b>          | <b>.2 Senior Citizens</b> |
| <b>.3 Treasurer</b>      | <b>.4 Police</b>          |
| <b>.5 Traffic Safety</b> |                           |

**COMMUNICATIONS FROM OTHERS**

- A.**  
**The Hideaway Grill** - **Re: Permission to hold a block party for "Owen's Toy Box" on Rumbold Ave.**
- B.**  
**NTAA** - **Re: Use of 12 Special Event Totes for their football season from July 28 – November 7, 2014**
- C.**  
**Jennifer Baker** - **Re: Date change for Keil St. block party from August 24, 2014 to October 4, 2014**

Respectfully submitted,



Scott P. Kiedrowski  
City Clerk-Treasurer

# City of North Tonawanda

OFFICE OF THE CITY ATTORNEY  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120-5489

II  
AUG 19 2014

SHAWN P. NICKERSON  
CITY ATTORNEY

TELEPHONE  
(716) 695-8590  
FAX (716) 695-8592

KATHERINE D. ALEXANDER  
ASSISTANT CITY ATTORNEY

August 7, 2014

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

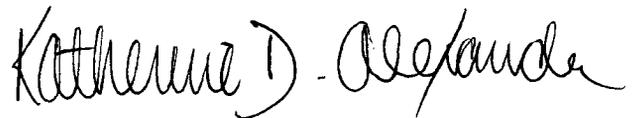
Re: Workplace Violence & Abusive Work Environment Prevention Program

Dear Honorable Body:

Recently, the Council passed an updated version of the City's Workplace Violence & Abusive Work Environment Prevention Program. That Program was distributed to all employees, boards and vendors for their information. Since its passage, the City has met with representatives from the State Department of Labor who suggested that the City add in two small sections to our current policy. The first lists a hierarchy of controls and the second is the training procedure under the policy.

Please do not hesitate to contact me regarding questions or concerns of these updated sections. Also, should you like to discuss this further, I would be more than willing to address and questions at a future Council workshop.

Very truly yours,



Katherine D. Alexander  
Assistant City Attorney

CC: Scott P. Kiedrowski, City Clerk-Treasurer

NORTH TONAWANDA, N.Y.

2014 AUG - 7 PM 1: 28

RECEIVED  
CITY CLERK'S OFFICE

CITY OF NORTH TONAWANDA  
WORKPLACE VIOLENCE & ABUSIVE WORK ENVIRONMENT PREVENTION PROGRAM

*INTRODUCTION*

The City of North Tonawanda, New York is committed to providing a safe work environment for all employees. The City of North Tonawanda will respond promptly to threats, acts of violence, and acts of aggression by employees or against employees by co-workers, members of the public or others. In the interest of providing a workplace environment free from acts and threats of violence, the City of North Tonawanda (the "City") has adopted this ZERO tolerance policy.

The term "workplace violence" is defined as any physical assault, threatening behavior or verbal abuse occurring in the work setting. The City of North Tonawanda prohibits workplace violence and will not tolerate violence, threats of violence, or intimidating or *bullying* conduct in the workplace. Prohibited conduct includes, but is not limited to:

- Acts and/or threats of violence by or against any employee, customer, contractor or visitor of the City
- Acts and/or threats of violence by off-duty employees while on City property
- Acts and/or threats of violence by off-duty employees against another employee, customer, contractor or visitor of the City are strictly prohibited, even if they occur away from the City's premises
- Acts of vandalism or the intentional or reckless destruction of City property or equipment, or the property and equipment of City employees, customers, contractors, or visitors
- All employees, customers, contractors and visitors of the City are prohibited from possession of weapons or explosives of any kind (ex. Firearms, knives, mace, pepper spray etc.) while on duty or on City property, except law enforcement personnel and those who must do so in the course of their work. Waiver of this provision shall be given on an employment position basis by the City Attorney.

*PROHIBITED CONDUCT*

No person may engage in violence conduct or make threats of violence, implied or direct, on City property, or while in work status for the City. This includes but is not limited to:

- The use of force with the intent to cause harm, ex. hitting, striking, pushing, shoving, tripping an individual or throwing objects
- Threatening to harm an individual or his/her family, friends, associates, or their property, with intent to intimidate, threaten, coerce or cause fear of harm whether directly or indirectly

- Acts or threats made directly or indirectly by oral or written words, gestures or symbols that communicate a direct or indirect threat of physical or mental harm
- The intentional destruction or threat of destruction of property and/or equipment owned, operated or controlled by the City
- Making harassing or threatening telephone calls, letters or other forms of written or electronic communications

#### *CITY MAYOR*

The Mayor shall be responsible for the implementation of this policy. The responsibility includes distribution of this policy to members of the city workforce, ensuring appropriate investigation and follow-up reported incidents of workplace violence, appointing a workplace violence advisory team, and ensuring that administrators, managers and supervisors are aware of their responsibilities under this policy through internal communications and training.

#### *WORKPLACE VIOLENCE ADVISORY TEAM*

The Mayor will establish a Workplace Violence Advisory Team. This team, working with the Mayor will assist/advise the Mayor to:

- Perform a risk evaluation of the workplace to determine the presence of factors or situations that might place employees at risk of workplace violence; a risk evaluation must be completed on an annual basis
- Assess the readiness for dealing with workplace violence
- Facilitate appropriate responses to reported incidents of workplace violence;
- Assess the potential problem of workplace violence and recommend policy, training issues, or security procedures that should be implemented to maintain a safe working environment;
- Evaluate incidents to prevent future occurrences
- Utilize prevention, intervention, and interviewing techniques in responding to workplace violence
- Develop workplace violence prevention tools (such as pamphlets, guidelines and handbooks) to assist in recognizing and preventing workplace violence
- Arrange regularly scheduled workplace violence prevention training sessions for employees

#### *IDENTIFICATION OF RISKS*

The City has identified the following potential risks:

- Irate residents who may be or become angry over a decision or action of a City employee, Board or other decision maker
- Individuals who are or appear to be under the influence of alcohol or drugs

- Individuals who become or may become angry at a City athletic or recreation event
- Individuals who seek to steal money or other City property
- Violence or threats directed to City employees for personal reasons, by their family members, partners or other individuals
- Individuals who become angry with City employees after an accident
- Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City
- Harassing surveillance, also known as “stalking,” the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety
- Making a suggestion or otherwise intimidating that an act to injure persons or property is “appropriate,” without regard to the location where such suggestion or intimidation occurs
- Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property
- Intimidating, belligerent, harassing, bullying or other inappropriate and aggressive behavior
- Numerous conflicts with supervisors and other employees
- Drug/alcohol abuse
- Extreme changes in individual’s behavior
- Employment situations/factors including
  - Working in public setting
  - Working late night or early morning hours
  - Exchanging money with the public
  - Working alone or in small numbers
  - Working in a setting with uncontrolled access to the workplace
  - Working in a setting where previous security problems have occurred
  - Having a mobile workplace assignment
  - Working with a population which might expose one to potentially violent persons (ex. Health care, social service or criminal justice)
  - Having duties that include the delivery of passengers, goods or services
- Employee issues
  - Negative performance review
  - Unwelcomed change in role due to performance or reorganization
  - Criticism of performance
  - Increased workload or pressure

*METHODS TO PREVENT WORKPLACE VIOLENCE*

The City will attempt to minimize and prevent workplace violence. Among the measures, the City will:

- Where appropriate, provide employees with cellular telephones so that emergency assistance may be summoned
- Discourage individuals from working alone
- Where possible and appropriate, install barriers between employees and members of the public
- Maintain good lighting
- Post signs stating that limited cash is on hand
- Minimize the amount of cash on hand
- Establish and implement a system for reporting incidents of aggressive or *bullying* behavior
- Institute a program of periodic training for employees as appropriate
- In response to telephone inquiries, do not release information about coworkers' schedules, home or cell phone numbers or other personal information
- In the event of suspicious conduct, request the credentials of any stranger who enters your office to do repair or other service work. If necessary, verify the work request with the supervisor

#### *HIERARCHY OF CONTROLS*

The City will adhere to the following hierarchy of controls when addressing hazards identified through assessments.

- 1) Engineering controls- physically removing or separating employees from a hazard. This is the preferred method of addressing a hazard. Examples would be locked doors, glass partitions, additional lighting, etc.
- 2) Administrative controls- developing policies and procedures for employees to follow to reduce risks. This would be a second choice when addressing hazards. Examples would be working in pairs, checking in on radios, daily itineraries, etc.
- 3) Personal protective equipment- equipment or items that can be worn to minimize risks. This would be a last resort and does not apply to most employees. Police officers or other employees in a similar position would use PPE to prevent workplace violence. Examples would be, bullet proof vests or riot shields.

#### *ABUSIVE WORK ENVIRONMENT*

The City also has a zero tolerance policy for reports of an employee having to work in an abusive work environment. An abusive work environment means an employment condition where one or more employees acting with intent to cause pain or distress to an employee, subjects that employee to abusive conduct that causes physical harm, psychological harm or both.

Abusive conduct means acts, omissions or both that a reasonable person would find abusive, based on the severity, nature and frequency of the conduct, including, but not limited to:

- Repeated verbal abuse such as the use of derogatory remarks, insults and epithets
- Verbal, non-verbal or physical conduct of a threatening, intimidating or humiliating nature, or
- The sabotage or undermining of an employee's work performance.

It shall be considered an aggravating factor if the conduct exploited an employee's known psychological or physical illness or disability. A single act normally shall not constitute abusive conduct, but an especially severe and egregious act may meet this standard.

Reports of an abusive work environment shall be made pursuant to reports under this policy.

#### *INFORMATION AND TRAINING FOR EMPLOYEES*

The City shall make the written Workplace Violence & Abusive Work Environment Prevention Program available, upon request, to its employees and their designated representatives.

At the time of employees' initial assignment and annually thereafter, the City shall provide its employees with the following information and training on the risks of violence in their workplace(s):

1. Be informed of the requirements of NYS Labor Law 27-b
2. The risk factors in the workplace(s)
3. The location and availability of the written workplace violence prevention program; and
4. Training sessions that outline:
  - a. The measure employees can take to protect themselves from such risks, including specific procedures the City has implemented to protect employees and
  - b. The details of the written workplace violence prevention program developed by the City

During the annual training for employees, the Supervisor shall inform their area of jurisdiction of any additions or changes to the program during the past year. Said changes shall be communicated to them by the Workplace Violence Advisory Team.

#### *REPORTS OF VIOLATIONS*

The City will not tolerate any violations of this policy. Any violations of this policy must be reported, **in writing**, to the employee's supervisor immediately. Reports or incidents that warrant confidentiality will be handled appropriately and information will only be disclosed on a need-to-know basis.

Any person experiencing or witnessing imminent danger or personal injury or violence involving weapons or actual violence should call 911 immediately.

The Supervisor, upon receipt of a written report of a violation of this policy shall immediately conduct a preliminary inquiry into the facts and circumstances and determine if there is

1. An immediate threat of violence. If so, the local police and emergency medical personnel shall be notified if not already done, and thereafter follow the procedures outlined below in (2) and (3)
2. Serious misconduct or criminal behavior by a City employee. If so the supervisor/City Attorney shall investigate and involve law enforcement if necessary.
3. No immediate threat of violence and no serious misconduct or criminal behavior by a City employee. In that event the Supervisor/City Attorney will:
  - a. Continue the investigation
  - b. Resolve/mediate the matter
  - c. Initiate disciplinary action, if appropriate

Individuals found to be in violation of this policy may be removed from City property.

Employees who commit a violation of this policy may be subject to disciplinary action up to and including discharge, criminal prosecution and/or civil prosecution as appropriate.

#### *SUPERVISORS*

Each department head, executive officer, administrator, or other person with supervisory responsibility (hereinafter "supervisor") is responsible within his/her area of jurisdiction for the implementation of this policy. Supervisors are required to contact the City of North Tonawanda Police Department immediately in the event of imminent or actual violence involving weapons or potential physical injuries. Supervisors must also inform their immediate supervisor, if any, and the City Attorney about any complaints, acts or threats under this policy even if the situation has been addressed and resolved. Every supervisor is also obligated to report any knowledge of such conduct to the Office of the Mayor immediately. Failure of a supervisor to investigate and initiate appropriate action may result in administrative action including possible discipline.

#### *RETALIATION*

Retaliation against an employee who makes a good faith report of violence or other disruptive behavior is strictly prohibited and shall be subject to appropriate corrective or disciplinary measures. An employee who, in bad faith makes a false report, is also subject to disciplinary action.

---

*POLICY DISTRIBUTION*

All employees and contractors of the City will be given copies of this Policy. All new employees will be provided with a copy of this policy at the time of their orientation. Additional copies of this Policy will be posted at designated locations in the workplace. The City will provide opportunities for employees to be trained in the risk factors associated with workplace violence, and proper handling of emergency situations in order to minimize the risks of violent incidents occurring in the workplace.

IV.1



**City of North Tonawanda  
Department of Engineering**  
City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
www.northtonawanda.org

**Dale W. Marshall, P. E.**  
*City Engineer*  
Phone: (716) 695-8565  
Fax: (716) 695-8568  
**AUG 19 2014**

August 13, 2014

Honorable Robert G. Ortt, Mayor  
and Common Council Members  
City Hall  
North Tonawanda, New York 14120

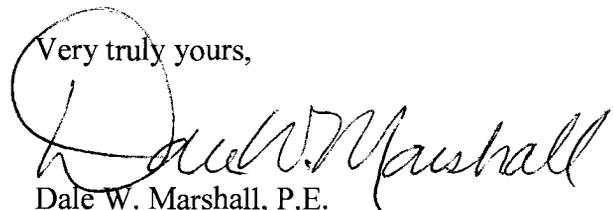
**Re: Frederick B. Durkee Memorial Bridge Project  
PIN 5757.27  
Comptroller's Contract No. D030105  
City of North Tonawanda, Niagara County  
Change Order for Extra Work and Yellow Flag Condition**

Dear Honorable Body:

As you are aware, the Frederick B. Durkee Memorial Bridge Rehabilitation Project has required an additional construction season to complete the work due to the extensive amount of concrete deck repairs required. In addition, the NYSDOT has issued a yellow structural flag warning to the Superintendent of Public Works, which requires that the pin and hanger plate connections on the bridge be replaced. Project budget funds have been amended to include costs for the additional work, including replacement of the hanger plates, without the need to bond additional money.

I therefore respectfully request that the Common Council approve the change order for Project 2003-07, Frederick B. Durkee Bridge Rehabilitation Project, in the amount of \$368,150.30 to Yarussi Construction, 5650 Simmons Avenue, Niagara Falls, NY 14304, increasing the contract amount from \$1,734,537.20 to \$2,102,687.50; authorizing the Mayor to sign said change order subject to review by the City Attorney.

Very truly yours,

  
Dale W. Marshall, P.E.  
City Engineer

DWM:dwm

Cc: file w/ enclosures  
Shawn P. Nickerson, City Attorney  
Bradley Rowles, Superintendent of Public Works.  
Mark W. Dotterweich, City Accountant  
Nick Yarussi, Yarussi Construction  
Brian J. Carlson, P.E., GPI  
Kurt Felgemacher, P.E., NYSDOT

**RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG 14 AM 11:25  
NORTH TONAWANDA, N.Y.**

PROJECT NAME  
 Bridge Rehabilitation Project - Frederick B. Durkee Memorial Bridge

CITY OF NORTH TONAWANDA  
 ENGINEERING DEPARTMENT

CHANGE ORDER NO.2

Contractor:  
 Yarussi Construction

NYS DOT PIN 5757.27

CODE I = INCREASE B = CONTRACT BID ITEM F = FORCE ACCOUNT  
 A = AGREED PRICE D = DECREASE

ITEM NUMBER	DESCRIPTION	UNIT	CODE	CONTRACT QUANTITY	CHANGE IN QUANTITY	CODE	UNIT PRICE	CHANGE IN FUNDS INCREASE	CHANGE IN FUNDS DECREASE	REVISED QUANTITY	REVISED FUNDS
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	B	320	12	I	\$12.00	\$144.00		332.00	\$3,984.00
203.03	EMBANKMENT IN PLACE	CY	B	318	14	I	\$14.00	\$196.00		332.00	\$4,648.00
203.21	SELECT STRUCTURE FILL	CY	B	75	10	I	\$50.00	\$500.00		85.00	\$4,250.00
207.22	GEOTEXTILE DRAINAGE	SY	B	365	70	I	\$2.00	\$140.00		435.00	\$870.00
402.098302	96# STOP COURSE HMA 80 SERIES	TON	B	375	2085	I	\$100.00	\$2,085.00		395.85	\$39,585.00
402.198902	19# BINDER COURSE HMA 80 SERIES	TON	B	45	3348	I	\$115.00	\$3,815.70		78.18	\$8,990.70
534.40	FILL TYPE RETAINING WALL (0-6FT)	SF	B	317	168	I	\$55.00	\$9,240.00		485.00	\$26,675.00
556.0201	UNCOATED BAR REINFORCEMENT FOR STRUCTURES	LBS	B	5237	5500	I	\$2.00	\$11,000.00		10,737.00	\$21,474.00
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	LBS	B	14526	1400	I	\$2.50	\$3,500.00		15,926.00	\$39,815.00
557.07	SUPERSTRUCTURE SLAB WITH SEPARATE WEARING SURFACE - BOTTOM FORMWORK REQUIRED	SY	B	85	20	I	\$1,250.00	\$25,000.00		105.00	\$131,250.00
568.10020006	REMOVE AND REPLACE BRIDGE RAIL	LF	B	160	14	I	\$150.00	\$2,100.00		174.00	\$26,100.00
579.02	REINFORCING BAR EXPOSURE	SF	B	3314	3400	I	\$26.00	\$88,400.00		6,714.00	\$174,564.00
584.320001	SLAB RECONSTRUCTION CONCRETE CLASS INTERIM PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	SY	B	90	100	I	\$410.00	\$41,000.00		190.00	\$77,900.00
619.100101	TEMPORARY TRAFFIC SIGNALS	LF	B	1110	1110	I	\$3.00	\$3,330.00		2,220.00	\$6,660.00
619.1301	TEMPORARY TRAFFIC SIGNALS	EQ	B	1	1	I	\$25,000.00	\$25,000.00		2.00	\$50,000.00
619.1702	TEMPORARY CONCRETE BARRIER	LF	B	1110	555	I	\$15.00	\$8,325.00		1,665.00	\$24,975.00
623.11	CRUSHED GRAVEL, IN-PLACE MEASURE	CY	B	40	8	I	\$30.00	\$240.00		48.00	\$1,440.00
623.12	CRUSHED STONE, IN-PLACE MEASURE	CY	B	15	4	I	\$60.00	\$240.00		19.00	\$1,140.00
637.11	ENGINEERS FIELD OFFICE TYPE 1	MOS	B	7	7	I	\$2,200.00	\$15,400.00		14.00	\$30,800.00
697.03	FIELD CHANGE PAYMENT (FCP)	D-C	B	1	-0.541350	D	\$84,000.00		\$(45,473.40)	0.46	\$38,526.60

NEW CONTRACT ITEMS

ITEM NUMBER	DESCRIPTION	UNIT	CODE	QUANTITY	PRICE	CHANGE IN FUNDS INCREASE	CHANGE IN FUNDS DECREASE	REVISED QUANTITY	REVISED FUNDS
564.10000100	STRUCTURAL STEEL REPLACEMENT HANGER PLATES	LBS	A	0	\$30.79	\$110,488.00		5,314.00	\$110,488.00
586.02	STRUCTURAL LIFTING OPERATIONS (TYPE)	EA	A	0	\$63,480.00	\$63,480.00		6.00	\$63,480.00

TOTAL CHANGE ORDER INCREASES \$413,623.70

CITY OF NORTH TONAWANDA  
ENGINEERING DEPARTMENT

CHANGE ORDER NO.2

PROJECT NAME  
Bridge Rehabilitation Project - Frederick B. Durkee Memorial Bridge

NYS DOT PIN 5757.27

Contractor:  
Yarussi Construction

CODE I = INCREASE B = CONTRACT BID ITEM F = FORCE ACCOUNT

A = AGREED PRICE D = DECREASE

ITEM NUMBER	DESCRIPTION	UNIT	CODE	CONTRACT CHANGE IN		UNIT PRICE		CHANGE IN FUNDS		REVISED QUANTITY	REVISED FUNDS
				QUANTITY	CODE	PRICE	DECREASE	INCREASE	DECREASE		
<b>TOTAL CHANGE ORDER DECREASES</b>											
											<b>-\$45,473.40</b>

PROJECT NAME  
Bridge Rehabilitation Project - Frederick B. Durkee Memorial Bridge

CITY OF NORTH TONAWANDA  
ENGINEERING DEPT

CHANGE ORDER NO.2

Contractor:  
Yaruski Construction

NYS DOT PIN 5757.27

Total Increases:	\$413,623.70
Total Decreases:	-\$45,473.40
NET CHANGE:	\$368,150.30
Original Contract Total	\$1,734,537.20
Total Previous Changes	\$0.00
Current Contract Total	\$1,734,537.20
Current Change Order	\$368,150.30
Revised Contract Total	\$2,102,687.50

Recommended by  
Project Manager

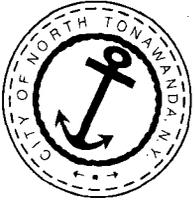
Date \_\_\_\_\_

Recommended by  
City Engineer

Date \_\_\_\_\_

Approved as to Content  
???

Date \_\_\_\_\_



**City of North Tonawanda**  
**Department of Engineering**  
City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
www.northtonawanda.org

IV.2  
**Dale W. Marshall, P. E.**  
*City Engineer*  
Phone: (716) 695-8565  
Fax: (716) 695-8568

**AUG 19 2014**

August 13, 2014

Robert G. Ortt, Mayor and Common Council Members  
City Hall North Tonawanda  
216 Payne Avenue  
North Tonawanda, New York

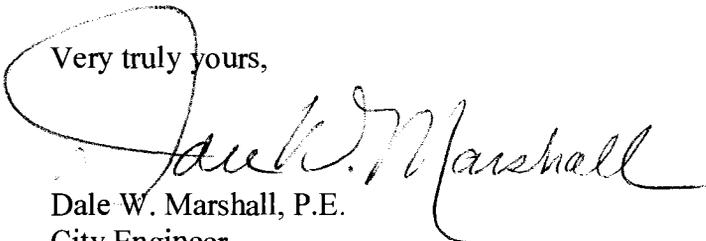
**Re: Frederick B. Durkee Memorial Bridge**  
**PIN 5757.27**  
**Taylor Drive Over Little River, BIN 2260960**  
**Greenman-Pedersen, Inc. Agreement Amendment 3**  
**Construction Inspection and Construction Support Services**

Honorable Body:

As you are aware, the Frederick B. Durkee Memorial Bridge Rehabilitation Project has required an additional construction season to complete the work due to the extensive amount of concrete deck repairs required. Project budget funds have been amended to include costs for the additional work, including engineering oversight and construction observation, without the need to bond additional money.

Accordingly, I respectfully request that the Common Council approve the enclosed supplemental agreement no. 3 for construction inspection and construction support to Greenman-Pedersen, Inc, 4950 Genesee Street, P.O. Box 165, Buffalo, NY 14225; in an amount not to exceed \$144,604.63; and authorize the Mayor to sign said agreement subject to review by the City Attorney.

Very truly yours,

  
Dale W. Marshall, P.E.  
City Engineer

DWM:dwm

Cc: file, w/encls  
Shawn P. Nickerson, City Attorney, w/encls  
Bradley Rowles, Superintendent of Public Works  
Mark W. Dotterweich, City Accountant  
Kurt Felgemacher, P.E., NYSDOT Region 5  
Brian Carlson, P.E. GPI

NORTH TONAWANDA, N.Y.  
2014 AUG 14 AM 11:25  
RECEIVED  
CITY CLERK'S OFFICE

**CITY OF NORTH TONAWANDA  
DEPARTMENT OF ENGINEERING**

**PROPOSAL FOR  
SUPPLEMENTAL AGREEMENT #3**

**ADDITIONAL CONSTRUCTION PHASE SERVICES  
AND  
CONSTRUCTION INSPECTION SERVICES**

**DURKEE MEMORIAL BRIDGE  
REHABILITATION**

**PIN 5757.27**

4/22/14 Rev. 0

---

**HOURS AND TASK BREAKDOWN**

**AND**

**NYSDOT EXHIBITS A, B & C**

---

**EXHIBIT A - PAGE 1  
SALARY SCHEDULE  
GREENMAN-PEDERSEN INC.**

**DURKEE MEMORIAL BRIDGE REHABILITATION  
PIN 5757.27**

**Construction Support & Construction Inspection Services**

Job Title	ASCE (A)	Average Hourly Rates		Maximum Hourly Rates		Overtime Category
	or	2nd Q '14	3rd Q '14	2014	2015	
	NICET (N) Grade	Present	Projected			
Jr. Project Engineer	II (A)	\$24.10	\$24.82	\$25.56	\$26.32	(C)
Design Engineer	III (A)	\$30.90	\$31.82	\$32.77	\$33.75	(B)
Sr. Project Eng	V (A)	\$41.20	\$42.43	\$43.70	\$45.01	(B)
Sr. Project Manager	VII (A)	\$55.90	\$57.57	\$59.29	\$61.06	(B)
Drafting Technician	III (N)	\$30.20	\$31.10	\$32.03	\$32.99	(C)
Nicet Level IV Inspector	IV (N)	\$40.00	\$40.00	\$41.20	\$42.43	(C)
Technical Typist	N/A	\$17.51	\$18.03	\$18.57	\$19.12	(C)
Surveyor	N/A	\$44.16	\$45.48	\$46.84	\$48.24	(B)
Crew Chief (Field time)	Prevailing (*)	\$35.09	\$36.14			(C)
Instrument Person (Field time)	Prevailing (*)	\$32.13	\$33.09			(C)
Rod Person (Field time)	Prevailing (*)	\$23.43	\$24.13			(C)

**NOTES:**  
Hourly rates shall not exceed those shown above.

**OVERTIME POLICY**

Category A - No overtime compensation.  
Category B - Overtime compensated at straight time rate.  
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

**(\*) Prevailing Wage Rate Policy** Additional Supplemental Benefits are treated as Direct Non-Salary Costs. Additional Supplemental Benefits are defined as the difference between the required Supplemental Benefits and the Employer contribution to existing plans plus related payroll costs.

	Prevailing Rate	GPI Benefits Offset	Additional Supplemental Benefits Due	Add'l Supp. Benefits w/ 12% Payroll	3rd Q 2013 Projected
Crew Chief IV (N)	\$23.15	\$8.00	\$15.15	\$16.97	\$16.97
Instrument Person III (N)	\$23.15	\$8.00	\$15.15	\$16.97	\$16.97
Rod Person III (N)	\$23.15	\$8.00	\$15.15	\$16.97	\$16.97

It shall be the ENGINEER'S responsibility to pay prevailing wage rates and supplements as required by the Labor Department, for services requiring such rates and supplements.



**EXHIBIT B - PAGE 1  
GREENMAN-PEDERSEN INC.  
DIRECT NON-SALARY COST ESTIMATE**

**DURKEE MEMORIAL BRIDGE REHABILITATION**

**PIN 5757.27**

**1. Reproduction, Drawings and Reports**

	Size	Sheets	# Sets	Tot Shts	@ \$/Sht	
Extra Plans	22 x 34	46	0	0	\$1.80	\$0.00
	11 x 17	46	0	0	\$0.20	\$0.00
Misc Sketches, etc	11 x 17	50	0	0	\$0.20	\$0.00
Meeting Minutes	8-1/2 x 11	16 X 4	0	0	\$0.10	\$0.00
Inspector's Daily Reports	8-1/2 x 11	400	0	0	\$0.10	\$0.00
Various MURK Forms	8-1/2 x 11	100	0	0	\$0.10	\$0.00
Misc Corresp.	8-1/2 x 11	250	0	0	\$0.10	\$0.00
	11 x 17	32	0	0	\$0.20	\$0.00
	Mylar Plots	46	0	0	\$11.70	\$0.00

TOTAL REPRODUCTION, DRAWINGS AND PLOTS: \$0.00      **\$0.00**

**3. Postage, Disposable Supplies**

Postage / overnight delivery, etc.	\$0.00
Expendable Inspector's Supplies	\$0.00

TOTAL POSTAGE AND DISPOSABLE SUPPLIES: \$0.00      **\$0.00**

**4. Additional Supplemental Benefits**

Crew Chief	0 hr. @	\$16.97	\$0.00
Instrument Person	0 hr. @	\$16.97	\$0.00
Rod person	0 hr. @	\$16.97	<u>\$0.00</u>
	Total =	\$0.00	<b>\$0.00</b>

**6. Info-Tech (Appia) (2 seats) \$0.00**

**TOTAL IIA DIRECT NON-SALARY COSTS \$0.00**

=====

**5. Field Materials Testing During Construction \$9,000.00**

**TOTAL IIB DIRECT NON-SALARY COSTS \$9,000.00**

=====

**7. Plant and Off-Site Testing**

Concrete - By NYSDOT	\$0.00
Asphalt - By NYSDOT	\$0.00
Bearings - Subconsultant	\$0.00
Steel - Subconsultant	\$0.00
	<b>\$0.00</b>

**TOTAL IIC DIRECT NON-SALARY COSTS \$0.00**

=====

**EXHIBIT C  
SUMMARY  
GREENMAN-PEDERSEN INC.**

**DURKEE MEMORIAL BRIDGE REHABILITATION  
PIN 5757.27**

	<b>TOTAL</b>
Item IA, Direct Technical Salaries (Estimated)	
Office Personnel	\$10,949.66
Field Personnel	\$40,557.76
Item IB, Direct Technical Salaries, Premium Portion of Overtime (est.)	\$1,600.00
Item IIA, Direct Non-Salary Cost (Est.)	\$0.00
Item IIB, Direct Non-Salary Cost (Est.) (Sub-Contractor Cost)	\$9,000.00
Item III, Overhead @	
Office Personnel <b>163.0% OF IA</b>	\$17,847.95
Field Personnel <b>124.0% OF IA</b>	\$50,291.62
Item IV, Fixed Fee@ <b>12% OF IA+III</b>	\$14,357.64
Item IIC, Direct Non-Salary Cost (Est.) (Sub-Consultant Cost)	\$ -
	=====
<b>Total Estimated Cost</b>	<b>\$144,604.63</b>

**TASK - BY - TASK  
COST BREAKDOWN**

---

**TASK-BY-TASK COST BREAKDOWN**

**GREENMAN-PEDERSEN INC.**

**DURKEE MEMORIAL BRIDGE REHABILITATION**

**PIN 5757.27**

TASK	DIRECT TECHNICAL LABOR	OVERHEAD	FIXED FEE	TOTAL
<b>SECTION 8 - CONSTRUCTION SUPPORT SERVICES</b>				
<b>Bridge Construction Phase (24 WEEKS)</b>				
A. Unanticipated field Changes	\$929.94	\$1,515.80	\$293.49	\$2,739.23
B. Proposed design Changes	\$1,383.06	\$2,254.39	\$436.49	\$4,073.94
C. Interpretation/Clarification	\$848.60	\$1,383.22	\$267.82	\$2,499.64
D. Shop Drawing Review	\$1,086.68	\$1,771.29	\$342.96	\$3,200.92
E. Liaison w/ County/City/State ( 2 hr /wk)	\$1,248.60	\$2,035.22	\$394.06	\$3,677.88
Liaison with Utilities	\$0.00	\$0.00	\$0.00	\$0.00
F. Review Payment Req., Cert. Payroll, EEO, etc.	\$1,018.32	\$1,659.86	\$321.38	\$2,999.56
G. Meetings (Attendance Included in Site Visits)				
Prepare minutes (14 meetings @ 1.5 hr)	\$0.00	\$0.00	\$0.00	\$0.00
H. Site Visits (6 hr/biweekly + 3 extra)	\$2,121.50	\$3,458.05	\$669.55	\$6,249.09
Final Punch List Inspection	\$356.32	\$580.80	\$112.45	\$1,049.58
I. Record Plans 76 sheets @ 1.25 hr/sht	\$1,413.72	\$2,304.36	\$446.17	\$4,164.25
J. Gather Organize & ship all data to County	\$542.92	\$884.96	\$171.35	\$1,599.23
<b>SUBTOTAL FOR SECTION 8</b>	<b>\$10,949.66</b>	<b>\$17,847.95</b>	<b>\$3,455.71</b>	<b>\$32,253.32</b>
<b>SECTION 9 - CONSTRUCTION INSPECTION</b>				
<b>Bridge Construction Phase (20 WEEKS)</b>				
NICET Level IV Inspector (20 weeks)	\$32,000.00	\$39,680.00	\$8,601.60	\$80,281.60
Plus 10% Overtime	\$4,800.00	\$3,968.00	\$860.16	\$9,628.16
NICET Level II or Equal (4 weeks)	\$0.00	\$0.00	\$0.00	\$0.00
Contract Close-out	\$4,678.88	\$5,801.81	\$1,257.68	\$11,738.37
Review Daily Insp. Reports	\$678.88	\$841.81	\$182.48	\$1,703.17
<b>SUBTOTAL FOR SECTION 9</b>	<b>\$42,157.76</b>	<b>\$50,291.62</b>	<b>\$10,901.93</b>	<b>\$103,351.31</b>

**TOTAL SALARY COSTS: \$53,107.42 \$68,139.57 \$14,357.64 \$135,604.63**

**NON - SALARY COSTS:**

IIA	\$0.00
IIB	\$9,000.00
IIC	\$0.00

**Anticipated Budget (Based on 20 Week Const. Duration) \$144,604.63**

IV.3



**City of North Tonawanda  
Department of Engineering**

City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
www.northtonawanda.org

**Dale W. Marshall, P. E.**  
City Engineer

Phone: (716) 695-8565

Fax: (716) 695-8568

Aug 19 2014

August 14, 2014

Honorable Robert G. Ortt, Mayor  
and Common Council Members  
City Hall  
North Tonawanda, New York 14120

**Re: Project No. 2012-02, Gratwick Riverside Park Marina Improvements  
Phase IV  
Engineering Amendment Agreement No. 3**

Honorable Body:

Enclosed is the third amendment to the original engineering agreement for Phase IV of the Gratwick Riverside Park Marina for the demolition of the remaining docks and steel piles, dredging, testing and disposal of dredged material. The current permit from the Army Corps of Engineers expires on March 15, 2015.

I therefore recommend that the Common Council approve amendment 3 for the engineering portion of Phase 4 Gratwick Riverside Park Marina Project with Conestoga-Rovers & Associates, 285 Delaware Avenue, Suite 500, Buffalo, NY 14202 in the amount of \$55,700, authorizing the Mayor to sign the enclosed agreement amendment subject to review by the City Attorney.

Very truly yours,

Dale W. Marshall, P.E.  
City Engineer

DWM:dwm

Cc: file, w/encls  
Shawn P. Nickerson, City Attorney, w/encls  
Brad Rowles, Superintendent DPW  
Michael Zimmerman, Community Development  
Michael T. Marino, P.E., CRA

NORTH TONAWANDA N.Y.  
2014 AUG 14 AM 11:25  
RECEIVED  
CITY CLERK'S OFFICE



**CONESTOGA-ROVERS  
& ASSOCIATES**

285 Delaware Avenue, Suite 500, Buffalo, New York 14202  
Telephone: (716) 856-2142 Fax: (716) 856-2160  
www.CRAworld.com

August 4, 2014

Reference No. 630928

Dale W. Marshall, P.E.  
City Engineer  
North Tonawanda Engineering Department  
City Hall  
216 Payne Avenue  
North Tonawanda, New York 14120-5493

Dear Mr. Marshall:

Re: Professional Engineering Services Contract Amendment  
Gratwick Riverside Park Marina  
Completion of Marina Dredge Project

Based upon our recent discussions, CRA Infrastructure & Engineering, Inc. (CRA) appreciates the opportunity to submit this contract amendment request for supplemental services related to completion of dredging of the Marina Renovation at Gratwick Riverside Park.

It is our understanding that the City intends to complete the dredging of the balance of the Gratwick Riverside Park Marina (slips No. 2, No.3 and main basin) in advance of the March 24, 2015 expiration date of the current NYSDEC Permit. This project is also to include demolition and disposal of the remaining dock structure in slips No. 2 and No. 3.

CRA's proposed Scope of Work based upon our understanding of the project is as follows.

**Scope of Work**

- Sediment sampling and testing as required by NYSDEC and USACOE for disposal of the dredge material at USACOE Confined Disposal Facility;
- Preparation of Plans and Specifications for:
  - Dredging and disposal of sediment in slips No. 2, No. 3 and main basin area
  - Removal and disposal of existing piles and docks in slips No. 2 and No. 3
- Provide 20 sets of Plans and Specifications for use in obtaining contractor bids for the project;
- Prepare notice to bidders;
- Attend pre-bid meeting;

---

Equal  
Employment Opportunity  
Employer

---

REGISTERED COMPANY FOR  
**ISO 9001**  
ENGINEERING DESIGN

---

Worldwide Engineering, Environmental, Construction, and IT Services



**CONESTOGA-ROVERS  
& ASSOCIATES**

August 4, 2014

Reference No. 630928

- 2 -

- Attend bid opening, review bids and provide recommendation to the City regarding award of the project;
- Attend construction progress meetings;
- Review contractor submittals for material and equipment to be used on the project for compliance with design concept and specification;
- Review and make recommendations to the City for payment of any change order requests by the contractor;
- Providing general consultation, advice, and problem resolution during construction
- Coordination with NYSDEC and USACOE as required.

Our fee for completion of this work is \$55,700, lump sum.

Thank you again for the opportunity to submit this proposal. Please do not hesitate to contact us at your convenience with any questions regarding this proposal.

Sincerely,

CRA INFRASTRUCTURE  
& ENGINEERING, INC.

Michael T. Marino, P.E.  
Project Manager

MTM/mtm/001



# City of North Tonawanda

DEPARTMENT OF ACCOUNTING  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, NEW YORK 14120-5477

VII  
AUG 19 2014

MARK W. DOTTERWEICH  
CITY ACCOUNTANT

AMANDA L. REIMER  
STAFF ACCOUNTANT

TELEPHONE  
(716) 695-8545

FAX  
(716) 695-8573

August 14, 2014

Honorable Robert G. Ortt, Mayor

& Common Council

City Hall – 216 Payne Avenue

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 **August 19, 2014**, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Very truly yours,

Mark W. Dotterweich

City Accountant

MWD

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG 14 AM 10:02  
NORTH TONAWANDA, N.Y.

CITY OF NORTH TONAWANDA  
NORTH TONAWANDA, NEW YORK 14120

XI  
AUG 19 2014

FIRE HEADQUARTERS  
495 ZIMMERMAN ST.  
JOHN C. LAPHAM  
CHIEF  
(716) 693-2201

North Tonawanda Common Council

July 22, 2014

216 Payne Ave

North Tonawanda, NY 14120

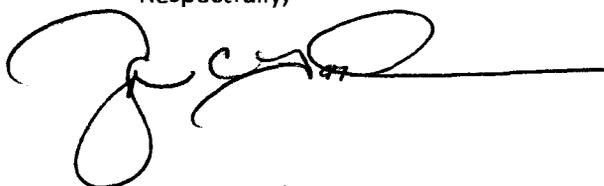
Honorable Council Members,

Attached for your review, is a copy of the proposed lease agreement with the County of Niagara, NY for the lease of building space at Fire Headquarters, 495 Zimmerman St, to be used as the emergency backup dispatch center for the entire County.

Assistant City Attorney Katherine Alexander has approved the agreement as to form, content, and Mayors signature.

Should your Honorable Body concur, please pass a resolution to allow the Mayor to execute the Lease Agreement between the City of North Tonawanda and Niagara County, for use of this space.

Respectfully,



Fire Chief John C. Lapham

NORTH TONAWANDA NY

2014 JUL 22 PM 2:54

CITY CLERK'S OFFICE

# MEMO

CITY ATTORNEY  
CITY OF NORTH TONAWANDA, NEW YORK  
(716) 695-8590 FAX: (716) 695-8568

# COPY

TO - Chief John C. Lapham, NTFD

DATE - July 18, 2014

RE: -

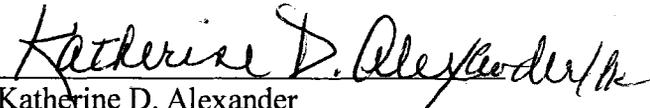
FROM - CITY ATTORNEY

Lease Agreement  
between County of  
Niagara and City of  
North Tonawanda –  
Backup Emergency  
Services Dispatch  
Center

Attached are five (5) copies of the proposed agreement between the County of Niagara and City of North Tonawanda for the county's lease of 675 square feet at 495 Zimmerman Street to be used as a backup emergency dispatch center for all citizens of the County of Niagara. I have reviewed the documentation, and approve for signature by the Mayor.

The agreement should now be placed on the Common Council agenda for their approval. Upon approval and signature, four (4) copies must be returned to the county for their files.

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

  
Katherine D. Alexander  
Assistant City Attorney

KDA/lk  
Atts.

cc: Robert G. Ortt, Mayor  
Scott P. Kiedrowski, City Clerk-Treasurer

**LEASE AGREEMENT**

**COPY**

**THIS LEASE AGREEMENT** made this \_\_\_ day of \_\_\_\_\_ 2014, by and between the **COUNTY OF NIAGARA**, a municipal corporation having its principle place of business at 175 Hawley Street, Lockport, New York, hereinafter called the “Lessee” and the **The City of North Tonawanda**, a municipal corporation, having its principle place of business at 216 Payne Avenue, North Tonawanda, New York, hereinafter referred to as “Lessor”.

**WITNESSETH**

**WHEREAS**, the Lessor owns premissis located at 495 Zimmerman Street in the City of North Tonawanda, New York, and

**WHEREAS**, it is the intention of the governing bodies of both the Lessor and Lessee that it is in the best interest to both entities and their citizens of which they serve, that the premises be developed for the mutual benefit of the respective parties and the public in general, and

**WHEREAS**, the Lessee is desirous of using a portion of said premises as a back-up emergency services dispatch center and for related purposes for all the citizens of Niagara County including the City of North Tonawanda at no expense to the Lessor.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, it is agreed as follows:

**PREMISES:** The Lessor agrees to lease to the Lessee and the Lessee agrees to take possession from the Lessor premises consisting of a portion of 495 Zimmerman Street, North Tonawanda, NY, being approximately 675 square feet of the basement of said building as depicted and described in Exhibit A attached hereto.

**COMMOM AREAS:** Lessee shall also have the right of use to the means of access to the leased premises including the use of doorways, hallways, stairways, and sidewalks, all of which will remain in the care and custody of the Lessor. Lessee shall also have the right to use the parking lot in a manner that will not interfere with Lessor’s use.

**TERM:** It is the intention of the parties that this Agreement shall extend for a period of twenty-five (25) years. This Agreement will automatically renew for an additional ten (10) years in the event that the Lessee is not in default or unless either party determines that it is not in their best interest to renew and they shall notify the other upon six (6) months written notice prior to the expiration date of the Lease.

**CONSIDERATION:** The conveyance of the above stated term shall be in consideration of the payment of \$1.00 and no more dollars paid by the Lessee to the Lessor.

**USE OF PREMISES:** Premises shall be used by the Lessee for the following improvements and purposes: The Lessee may in its discretion, construct and operate a back-up emergency response center and appurtenances, improvements and structures associated thereto.

**INSURANCE:** The Lessee will provide liability insurance, whether through a purchased policy or self-funding, naming the Lessor as an additional insured in an amount not less than \$1,000,000 per person, \$3,000,000 in the aggregate. In addition, the Lessee shall require from

---

all contractors general liability insurance naming the Lessor as an additional insured for any construction or improvements or work contracted to by the Lessee with any third parties.

**GENERAL PROVISIONS:** This Agreement shall be governed and construed under the laws of the State of New York. This agreement may not be assigned by either party absent the prior written consent of the other party. If any provision of this agreement is declared invalid for any reason, the remaining provisions hereof shall remain in full-force and effect. This agreement may only be modified or amended in writing, subscribed by the representatives of both parties.

**INTERMUNICIPAL AGREEMENT:** This agreement is entered into pursuant to pertinent provisions of the County Law, City Law and Article 5-G of the General Municipal Law, and approval of this agreement by resolution of the County Legislature constitutes a determination that is a mutual benefit to the Lessee and Lessor.

**COMPLIANCE WITH STATE LAWS:** The parties to this agreement shall comply with Article 16-C of the Conservation Law of the State of New York as it existed at the time the Lessor acquired the property.

**SITE IMPROVEMENTS:** Lessee shall bear the cost of all site improvements necessary for the construction/installation of a back-up emergency response dispatch center. The improvements contemplated by the parties include improvements to the leased area of the premises as well as improvements to systems affecting the entire building. The Lessee shall have the right to install improvements inside the leased portion of the premises as well as in other areas of the building and outside the building, including but, not limited to upgraded electrical service, HVAC equipment both inside and outside the building, back-up generators, etc. The installation and placement of such improvements shall be noticed to the Lessor in writing and said improvements shall be approved by the Lessor. Approval shall not be unreasonably withheld by Lessor.

**OWNERSHIP OF SITE IMPROVEMENTS:** Lessee shall retain ownership of site improvements funded by Lessee. Upon termination of the lease, the Lessee shall have the right to remove all improvements associated with the back-up dispatch response center regardless of whether they are "fixtures." Improvements to the building-wide systems, i.e., electrical upgrades or building-wide HVAC upgrades will not be removed. Lessee shall leave the premises in good repair.

**ADDITIONAL PROVISIONS:**

1.) The Lessee further covenants and agrees with the Lessor that during the term of this Lease and for such other times as the Lessee shall hold or have access to the demised premises, that the Lessor shall not be liable to the Lessee or any other person for any claim, injury or loss or damage of any kind or of any nature to any person or property on or about the demised premises or improvements installed by Lessee. The Lessee will save harmless and indemnify the Lessor from any such claim, injury, loss, or damage, unless caused by the negligence of the Lessor, or its agents, employees or contractor.

The Lessor further covenants and agrees that the Lessee shall not be liable to the Lessor or any other person for any claim, injury or loss or damages of any kind or of any nature to any person or property on or about the portion of 495 Zimmerman Street, North Tonawanda, NY not leased to Lessee, or the doorways, hallways, stairways, walkways,

sidewalks, parking lot, or any portions adjacent thereto unless caused by the negligence or misconduct of the Lessee. The Lessor will save harmless and indemnify the Lessee from any such claim, injury, loss, or damage, unless caused by the negligence of the Lessee, or its agents, employees or contractor.

2.) The Lessor reserves the right to continue its policy of insurance on said premises including liability. In the event that the Lessee's occupancy results in any claims that directly increase the total insurance premium on the premises of which the demised premises are part, Lessee shall pay said increase in insurance premium within thirty (30) days of receipt of documentation of the directly related increased insurance premium to Lessee.

Lessee agrees not to permit knowingly anything to be done on the said premises or keep anything thereon which will increase the rate of fire insurance premiums or liability premiums on the improvement or on any part thereof, or on personal property kept thereon which will obstruct or interfere with the rights of the Lessor, or conflict with the regulations of any pertinent authority or public or quasi public department.

In the event of any increase of insurance payment directly resulting from the Lessee's violation of the foregoing, or from any act or omission on the part of the Lessee, Lessee agrees to pay said increase in insurance premiums in which the demised premises are a part, within thirty (30) days of receipt of documentation of the directly related increased insurance premium to Lessee. Lessee shall, in any event, hold the Lessor harmless from the affect of any such violation, act or omission.

3.) The Lessee shall maintain the demised premises and will make all improvements or repairs or maintenance thereto in a workmanlike manner and upon prompt notice of the same. Lessor will maintain all common areas within the building and all outdoor areas including sidewalks and the parking lot.

4.) Neither party has made any representation or promises except as herein contained.

5.) No modification of any lease provision shall be valid unless in writing and signed by the parties first.

6.) If occupancy of the premises by Lessee results in increased utility costs, the Lessee will pay the additional costs to Lessor upon documentation of the same.

7.) The Lessor and Lessee shall split the cost for any and all special assessments covering the entire premises according to a pro-rata share based on either percentage of the property occupied by each or the increase in assessed value occasioned by Lessee's improvements whichever is more advantageous to the Lessor.

8.) The Lessee agrees to occupy said premises pursuant to all rules and regulations and subject to local, state or federal laws and regulations or codes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF NIAGARA, NEW YORK

CITY OF NORTH TONAWANDA,  
NEW YORK

By: \_\_\_\_\_  
WILLIAM L. ROSS, CHAIRMAN  
NIAGARA COUNTY LEGISLATURE

By: \_\_\_\_\_  
ROBERT ORTT, MAYOR

APPROVED AS TO FORM:  
NIAGARA COUNTY ATTORNEY

\_\_\_\_\_

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF NIAGARA    )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM L. ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Chairman of the Niagara County Legislature, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF NIAGARA    )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me the undersigned, a notary public in and for said state, personally appeared ROBERT ORTT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Mayor of the City of North Tonawanda, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_

# MEMO

CITY ATTORNEY  
CITY OF NORTH TONAWANDA, NEW YORK  
(716) 695-8590 FAX: (716) 695-8568

TO - Chief John C. Lapham, NTFD

DATE - July 18, 2014

RE: -

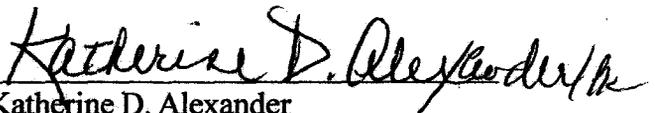
FROM - CITY ATTORNEY

Lease Agreement  
between County of  
Niagara and City of  
North Tonawanda –  
Backup Emergency  
Services Dispatch  
Center

Attached are five (5) copies of the proposed agreement between the County of Niagara and City of North Tonawanda for the county's lease of 675 square feet at 495 Zimmerman Street to be used as a backup emergency dispatch center for all citizens of the County of Niagara. I have reviewed the documentation, and approve for signature by the Mayor.

The agreement should now be placed on the Common Council agenda for their approval. Upon approval and signature, four (4) copies must be returned to the county for their files.

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

  
Katherine D. Alexander  
Assistant City Attorney

KDA/ik  
Atts.

cc: Robert G. Ort, Mayor  
Scott P. Kiedrowski, City Clerk-Treasurer

NORTH TONAWANDA, NY

2014 JUL 21 PM 12:38

CITY CLERK'S OFFICE

AUG 19 2014

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	12	120.00
		<b>Sub-Total:</b>		<b>\$120.00</b>
A1550	Minor Sales	Public Pound Fee	4	100.00
		<b>Sub-Total:</b>		<b>\$100.00</b>
A1603	Misc. Fees	Birth Certificates	54	540.00
		Death Certificates	105	1,050.00
		Deaths Recorded	16	0.00
		Free Birth Certificates	2	0.00
		Free Death Certificates	1	0.00
		Geneology Birth	3	33.00
		Geneology Death	1	11.00
		<b>Sub-Total:</b>		<b>\$1,634.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Site Plan Approval	1	100.00
		Subdivision of Lot	1	100.00
		<b>Sub-Total:</b>		<b>\$250.00</b>
A2410	Minor Sales	Boathouse 2014	7	6,650.00
		Transfer - Boathouse	1	950.00
		<b>Sub-Total:</b>		<b>\$7,600.00</b>
A2501	Permit Fees	Special Event	3	30.00
		<b>Sub-Total:</b>		<b>\$30.00</b>
A2505	Marriage License Fee	Marriage License Fee	18	315.00
		<b>Sub-Total:</b>		<b>\$315.00</b>
A2506	Conservation	Conservation	21	52.90
		<b>Sub-Total:</b>		<b>\$52.90</b>
A2540	Racing & Wagering Fees	Bingo License	36	270.00
		Bingo Proceeds	12	125.62
		<b>Sub-Total:</b>		<b>\$395.62</b>
A2542	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	105	630.00
		Female, Unspayed	14	168.00
		Male, Neutered	92	552.00
		Male, Unneutered	12	144.00
		Replacement Tags	1	3.00
		<b>Sub-Total:</b>		<b>\$1,497.00</b>

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Total Local Shares Remitted:</b>	<b>\$11,994.52</b>
Amount paid to:	New York State Comptroller			405.00
Amount paid to:	New York State Department of Health			405.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			275.00
Amount paid to:	NYS Environmental Conservation			905.10
<b>Total State, County &amp; Local Revenues:</b>		<b>\$13,984.62</b>	<b>Total Non-Local Revenues:</b>	<b>\$1,990.10</b>

Pursuant to Section 27, Sub 1, of the City Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by the City Clerks Office, City of North Tonawanda, during the period stated above in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

*Keith P. Limone* 8-7-14  
 City Clerk-Treasurer Date

XVI 2

**CITY OF NORTH TONAWANDA**  
Senior Citizen Center  
110 Goundry St.  
North Tonawanda, New York 14120

**AUG 19 2014**

716-695-8582

August 8, 2014

The Honorable Mayor Rob Ortt  
And Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of July 2014

<b>Senior Center's Total Monthly Attendance</b>	<b>1,533</b>
Attorney	8
Blood Pressure	12
Club Activities & Programs	450
Club 99	80
Day Trip	50
Food Stamp Program	3
Information & Referral	54
N.T. Food Pantry Program	223
Nutrition Program	538
Pool Room	16
Shopping Program	34
Special Events	65

Sincerely,

Pamela A. Hogan

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG -8 PM 4:11  
NORTH TONAWANDA N.Y.

XXV.3

AUG 19 2014

# City of North Tonawanda

OFFICE OF THE CITY CLERK - TREASURER

VITAL STATISTICS  
CITY HALL

216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120

SCOTT P. KIEDROWSKI  
City Clerk-Treasurer  
scottkie@northtonawanda.org

Catherine P. Gambino  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

Clerk's Office: (716) 695-8555  
Clerk's Fax: (716) 695-8557  
Treasurer's Office: (716) 695-8575  
Treasurer's Fax: (716) 505-2133

8/10/2014

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

Dear Sirs and Mesdames:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of July 2014.

## General Fund

Balance Fwd - Checking	2,426,457.95
Balance Fwd - Money Market	14,331,117.36
Investments Matured	0.00
Receipts for the month	1,581,912.64
Investments	0.00
Warrants Drawn	(2,763,747.15)
	<u>\$15,585,740.80</u>

## Sewer Fund

Balance Fwd - Checking	56,664.57
Balance Fwd - Money Market	1,000,105.00
Investments Matured	0.00
Receipts for the month	68,399.37
Investments	0.00
Warrants Drawn	(435,758.36)
	<u>\$1,243,411.09</u>

## Water Fund

Balance Fwd - Checking	631,073.42
Balance Fwd - Money Market	1,235,455.74
Investments Matured	0.00
Receipts for the month	68,129.02
Investments	0.00
Warrants Drawn	(180,959.23)
	<u>\$1,753,698.95</u>

RECEIVED  
CITY CLERK'S OFFICE  
AUG 19 2014  
NORTH TONAWANDA, NY

### Trust & Agency Fund

Balance Fwd - Checking	330,951.51
Receipts for the month	50,201.52
Warrants Drawn	(41,342.30)
	<u>\$339,810.73</u>

### Capital Construction Fund

Balance Fwd - Checking	1,144,984.78
Balance Fwd - Money Market	2,389,701.67
Investments Matured	0.00
Receipts for the month	2,157.14
Investments	0.00
Warrants Drawn	(614,791.98)
	<u>\$2,922,051.61</u>

### Community Development Fund

Balance Fwd - Checking	236.19
Receipts for the month	0.00
Warrants Drawn	0.00
	<u>\$236.19</u>

### Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	227,087.00
Warrants Drawn	(227,087.00)
	<u>\$0.00</u>

### Housing Rehabilitation Fund

Balance Fwd	10,658.00
Receipts for the month	0.00
Warrants Drawn	0.00
	<u>\$10,658.00</u>

### Home Rehabilitation Fund

Balance Fwd	9,625.06
Receipts for the month	32,719.00
Warrants Drawn	0.00
	<u>\$42,344.06</u>

---

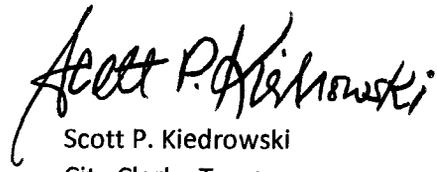
**Section 108 Fund**

Balance Fwd	11,640.34
Receipts for the month	5,908.97
Warrants Drawn	<u>(13,852.00)</u>
	\$3,697.31

**Buffalo Bolt Fund**

Balance Fwd	0.00
Receipts for the month	0.00
Warrants Drawn	<u>0.00</u>
	\$0.00

Respectfully submitted,

  
Scott P. Kiedrowski  
City Clerk - Treasurer

SPK/dp  
cc: M. Dotterweich



CITY OF NORTH TONAWANDA  
216 Payne Avenue  
North Tonawanda, N.Y. 14120-5491

X.XV.4  
AUG 19 2014



## Department of Police

**William R. Hall**  
Chief of Police

TELEPHONE  
(716) 692-4325  
FACSIMILE  
(716) 692-7555

August 12, 2014

Honorable Mayor Robert G. Ortt and  
Members of the City of North Tonawanda Common Council

Ladies and Gentlemen:

Please find attached the Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&T Report for the month of July 2014.

Respectfully submitted,

William R. Hall  
Chief of Police

cc: Eric Zadzilka  
cc: Philip Rizzo  
cc: Donna Braun  
cc: Robert Clark  
cc: Malcom Needler

WRH/sd

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG 12 PM 1:54  
NORTH TONAWANDA, N.Y.

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF JULY 20143
---

CRIMINAL

Complaints received and investigated	175
Complaints cleared by arrest or exceptional clearance	100
Complaints ruled unfounded	0
Number of males arrested      under 18:      5      over 18:      38	43
Number of females arrested      under 18:      1      over 18:      23	24
Arrests for other authorities	1
Failure to Appear/Violation of Probation Warrant Arrests	32
Above complaints cleared by J.A.B.	5
Complaints cleared by J.A.B. from previous months	6

TRAFFIC

Traffic summonses issued	157
DWI arrests	5
Parking tags issued	171

MISCELLANEOUS

Miscellaneous service	2287
Incident reports	134
Vehicle accidents	46
Vehicle accidents (fatal)	0
Vehicle stops	226
Police escorts	45
Prisoner meals	86
911 Emergency calls	0
Mug shots taken	44
Fingerprints taken	44
Persons missing and located	10
Automobiles stolen	4
Automobiles recovered	4
Automobiles recovered for other authorities	1
Record check fees	\$ 75.00
Photocopy fees	\$ 10.00
Fingerprint fees	\$ -
Fines collected	\$ 25,059.50
Value of property damaged	\$ 18,322.67
Value of property stolen	\$ 79,861.15
Value of property recovered	\$ 23,040.58

Respectfully submitted,



William R. Hall  
Chief of Police

WRH/sd

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF JULY 2014
--

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	3	2	
ALL OTHER OFFENSES	6	5	
ARSON	9	7	
BURGLARY	8	0	
COERCION	0	0	
CRIMINAL MISCHIEF	25	6	
CRIM POSS WEAPON	4	3	
DIS CON/HARASS	25	11	
DRUG OFFENSES	2	2	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	32	32	
FORGERY	0	0	
FRAUD (ID THEFT)	2	0	
LARCENY	42	9	
LEAVING THE SCENE	7	3	
MURDER	0	0	
RAPE	0	0	
ROBBERY	1	1	
SEXUAL OFFENSES	1	0	
SIMPLE ASSAULT	2	5	
STOLEN PROPERTY	1	2	
UNAUTH USE M/V	5	2	
VIOL OF PROBATION	Q	0	
ARRESTS FOR OTHER AUTHORITIES		1	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		9	
TOTALS	175	100	0
# OF ABOVE COMPLAINTS CLEARED BY JAB		5	
# CLEARED BY JAB FROM PREV MONTHS		6	

**V & T REPORT FOR THE MONTH OF JULY 2014**

SPEEDING	38
REDLIGHT VIO.	15
STOP SIGN VIO.	17
NO REGISTRATION	7
NO LICENSE	4
FAULTY EQUIPMENT	14
NO INSPECTION	11
FAILED TO YIELD RIGHT OF WAY	6
SEAT BELT VIO.	3
NO INSURANCE	4
LICENSE PLATE VIO.	5
IMPROPER TURN	5
DROVE ON LEFT OF PAVEMENT MARKINGS	2
MISCELLANEOUS	16

TOTAL 147

**TRAFFICE MISD.**

**#OF COMPLAINTS/ARRESTS**

DWI-----	5
OPERATING WHILE REG. SUSPENDED/REVOKED-----	3
AGGRAVATED UNLICENSED OPERATION 3 <sup>RD</sup> -----	6
AGGRAVATED UNLICENSED OPERATION 2 <sup>ND</sup> -----	2

**FELONIES**

None

**FINES:**

(CITY IMPOSED)-TRAFFIC+CRIMINAL:	\$ 22,579.50
PARKING TAGS:	\$ 2,480.00
TOTAL FINES	\$ 25,059.50

MUG SHOTS: 44

PARKING TAGS: 171

MEAL TICKETS: 86

Gpl

XXV. 5

AUG 19 2014

July 30, 2014

Scott Kiedrowski  
City Clerk-Treasurer  
216 Payne Avenue  
North Tonawanda, NY 14120

RECEIVED  
CITY CLERK'S OFFICE  
2014 JUL 32 AM 11:00  
NORTH TONAWANDA NY

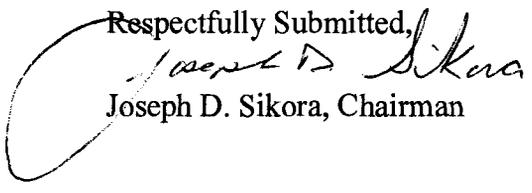
Traffic Safety Minutes:

A special meeting of the North Tonawanda Traffic Safety Committee was held on July 29, 2014. The meeting was called to order at 1900 hours; roll call showed the following members present: J. Sikora, A. Vater, R. Frank, M. Lemke, E. Smolonski, A. DiBernardo, and M. Daigler. The minutes from the previous meeting were read and a motion to accept was carried. The following new concerns were discussed and recommendations made.

1. With the opening of the Meadow Drive Extension in early July a couple of residents have requested making the intersection of Meadow and Wayne a four way stop. The idea was discussed at length. The Meadow Drive Extension is an East/West Corridor meant to ease traffic flow. Adding a stop sign would defeat the intention. The intersection of Meadow and Nash is going to be redone in the near future and will include turning lanes, updated detection devices, and pedestrian buttons and visibility is not a concern in the area of Meadow and Wayne. All members had input and in a unanimous decision the Committee recommends leaving the intersection a two way stop. The Committee does recommend placing signs on Wayne stating two way stop/Meadow does not stop.
2. Motion Smolinski with a second by Lemke to remove the no turn on red sign on Felton Street at Oliver. The motion carried.
3. The Committee voted to R+F a request from Michelle Fox to remove the signal light located at Payne and East Avenues. This intersection is used by children to cross Payne Avenue and use Ridge Rd. to enter the NTHS/Meadow Elementary property.
4. Member Daigler reported turning arrows/lane markings at the intersection of East Robinson Street and TCMH will receive fresh paint in August.
5. A request to place 30 MPH signs on South Meadow due to excessive speeding was discussed. NTPD watched the area for a few weeks and found no excessive speeding. The Committee does not recommend placing the requested signs.
6. Motion Lemke with a second by Smolinski to place the signal located at Oliver Street and Center Avenue on flash except from noon Saturday to noon Sunday. The motion was carried unanimously.

Meeting adjourned at 2020 hours.

Respectfully Submitted,

  
Joseph D. Sikora, Chairman

CFO - A.

AUG 19 2014

August 7, 2014

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

Dear Honorable Body:

I am requesting to have Rumbold Avenue blocked off at Division and Mead for a fundraiser event for Ownes Toy Box that will be held at the Hideaway Grill. The times are from 11:00 am until 6:00 pm on Sunday, September 7th. Attached you will find all the details concerning this event.

Thank you for your consideration. Should you need any further information please feel free to contact me.

Sil Dan Jr.  
572-9285

(Per  
Kori May)

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG - 7 - PM 2: 24  
NORTH TONAWANDA, N.Y.



www.owenstoybox.com

# 2014 Summer Fest/ Pig Roast

: SEPTEMBER 7<sup>th</sup> 1-6 pm

: The Hideaway Grille  
399 Division St. North Tonawanda

**Dunk Tank**  
**KAN JAM & Bean Bag Toss Tournaments**  
**Basket Raffle & Split Clubs**

RECEIVED  
 CITY CLERK'S OFFICE  
 2014 AUG - 7 PM 2:24  
 NORTH TONAWANDA N.Y.

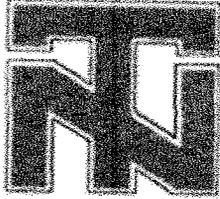
Support Owen's Toy Box from Women & Children's Hospital while having a fun day filled with food, drinks and games

Tickets are \$15 for adults & include food and 1<sup>st</sup> drink  
Children 10 & under free, 10 & older tickets are \$10

Sil Dan 572-9285  
 Frank Pieber 696-2132  
 The Hideaway Grille 694-2710

CFO - B

AUG 19 2014



North Tonawanda Athletic Association  
 President: Randy Bradt  
 Vice President: Dave MacNeil  
 Treasurer: Amy Bradt  
 Secretary: Christina Kunze

This is a letter to request 12 Special Event Totes for The North Tonawanda Athletic Association. We have football and cheerleading from Monday July 28, 2014 through Friday November 7, 2014.

Thank you,

President

**RECEIVED**  
 AUG 5 - 2014  
 CITY OF NORTH TONAWANDA  
 CITY ATTORNEY

**RECEIVED**  
 CITY CLERK'S OFFICE  
 2014 AUG 11 PM 2:38  
 NORTH TONAWANDA, N.Y.

North Tonawanda Athletic Association  
 1241 Strad Avenue North Tonawanda, NY 14120

CFO. - C

AUG 19 2014

August 12, 2014

North Tonawanda Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Common Council President:

The residents of Keil Street thank you for honoring our request to block off Keil Street between Payne and Oliver Streets and Vandervoort Street between Keil and Robinson Streets for our Block Party on August 24<sup>th</sup> of this year. Due to unforeseen circumstances, we have to change the date and ask that the same streets be blocked off from 3:00 to 10:00 pm on Saturday October 4, 2014.

Thank you for your time and consideration in this matter.

Sincerely,

  
Jennifer A. Baker

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG 13 AM 11:39  
NORTH TONAWANDA N.Y.