

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

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

**RE: Agenda for regular session TUESDAY, OCTOBER 7, 2014 6:30PM**

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

**PROOF OF PUBLICATION PUBLISHED AUGUST 28, 2014 & SEPTEMBER 5, 2014**

**1) Legal Notice – Collectors’s Notice of Payment of School Taxes – City Clerk-Treasurer**

**PROOF OF PUBLICATION PUBLISHED SEPTEMBER 12, 2014**

**1) Legal Notice – Invitation of bids for one (1) 2014 or Newer high compaction rear loading refuse collection truck with trade - Dept. of Public Works.**

**COMMUNICATIONS FROM CITY OFFICIALS**

- |              |                     |          |  |
|--------------|---------------------|----------|--|
| <b>II.1</b>  | <b>Attorney</b>     | <b>-</b> | <b>Re: Proposed Ordinance Amendment-Chapter 34-CATS</b>  |
| <b>II.2</b>  | <b>Attorney</b>     | <b>-</b> | <b>Re: Rental Agreement between NT City School District and City of NT for portions of Grant School Building</b> |
| <b>IV.</b>   | <b>Engineer</b>     | <b>-</b> | <b>Re: Durkee Memorial Bridge Project Supplemental Agreement No. 3</b>   |
| <b>VII.1</b> | <b>Accountant</b>   | <b>-</b> | <b>Re: Payment of the Abstract of Claims dated October 7, 2014.</b>  |
| <b>VII.2</b> | <b>Accountant</b>   | <b>-</b> | <b>Re: Budgetary Transfer</b>  |
| <b>IX.</b>   | <b>Public Works</b> | <b>-</b> | <b>Re: Bid award for (1) One Refuse Truck</b>  |

X. Police Chief - Re: Memorandum of Understanding for the Niagara County Drug Task Force

XVII. Traffic Safety - Re: Traffic Safety recommendations

**XXV. Monthly Reports**

.1 City Clerk – Treasurer .2 Police Department

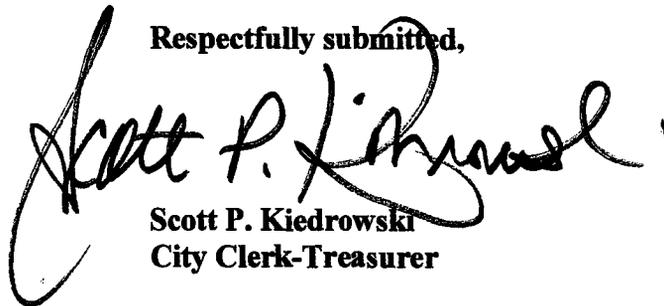
.3 Senior Citizen Center

**COMMUNICATIONS FROM OTHERS**

A.  
Gratwick Hose - Re: Statement of Volunteer Firemen:  
Robert Derme  
Zachary Wilson

Removal from Fire Rolls:  
Kristen Brawn  
Derek Wasielewski

Respectfully submitted,



Scott P. Kiedrowski  
City Clerk-Treasurer

OCT 07 2014

STATE OF NEW YORK  
ERIE COUNTY, } SS, \_\_\_\_\_

Linda Elliott, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

TONAWANDA NEWS

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 122197 was printed and published in said paper on the following dates:

08/28/2014 09/05/2014

*Linda Elliott*

Principal Clerk

Subscribed and sworn to before me this

*8 Sep 2014*

*AJ*

Patricia J King

07/27/2018

PATRICIA J. KING  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires March 30, 19.....

Notary Public

Expiration Date

OCT 07 2014

**COLLECTOR'S NOTICE OF PAYMENT  
OF SCHOOL TAXES**

Take notice that the undersigned, City Clerk-Treasurer of the City of North Tonawanda, New York, acting as collector of School Taxes for the City/School District of North Tonawanda, New York, by virtue of an agreement between the municipality and the City/School District, has duly received a warrant for the collection of School Taxes for such District for the School year commencing July 1, 2014, and that he will receive payment of all taxes as may be voluntarily paid to him, on or before the 6th day of October, 2014, at his office in the City Hall of the City of North Tonawanda, New York.

Be advised that the date of expiration of this warrant is October 30, 2014.

All taxes remaining unpaid after October 6, 2014, will bear interest at the rate of 12% per annum, until the return of the warrant by the collector.

All taxes remaining unpaid after the return of the warrant by the collector will bear interest at the rate of 1% per month or part thereof, plus a penalty of 5% of the balance due on account of principle and interest.

All taxes remaining unpaid after expiration of the warrant on property within the City of North Tonawanda shall be paid to the undersigned.

Tax rate per \$1,000.00 of Assessed Valuation:

School Tax \$21.740745  
Library Tax \$ 1.091804

Scott P. Kiedrowski  
City Clerk-Treasurer of North Tonawanda  
Acting Collector of School taxes by virtue of an  
agreement between the Municipality and  
City/School District of North Tonawanda, NY

#T122197

Publish: 8/28, 9/5, 2014



# City of North Tonawanda

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

OCT 07 2014

SHAWN P. NICKERSON  
CITY ATTORNEY

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

KATHERINE D. ALEXANDER  
ASSISTANT CITY ATTORNEY

September 16, 2014

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

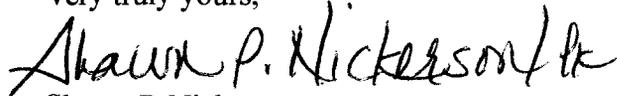
RE: Proposed Ordinance Amendment – Chapter 34 – CATS

Dear Honorable Body:

Attached, for your review, is a proposed amendment of City Code Ordinance – Chapter 34 – CATS, which has been suggested to address the issue of feral cats within the City of North Tonawanda. You will note that the amended sections are designated in bold print as attached.

Should your Honorable Body concur, please pass a resolution to amend Chapter 34 of the North Tonawanda City Code entitled, “CATS”, as attached, subject to any further review by the City Attorney. As with all ordinances, the subject amendment shall take effect immediately.

Very truly yours,

  
Shawn P. Nickerson  
City Attorney

SPN/lk  
Att.

NORTH TONAWANDA N.Y.  
2014 SEP 16 PM 3 48  
RECEIVED  
CITY CLERK'S OFFICE

## Chapter 26A: CATS

### §26A-1 Definitions

As used in this chapter, the following terms shall have the meanings indicated:

#### **CAT**

Any animal of the feline species

#### **OWNER**

Every person having a property right in a cat and every person keeping, harboring or feeding a cat for more than 48 hours. This provision shall not include a person who keeps or feeds a cat on behalf of an owner at the owner's request to accommodate the owner's temporary needs.

#### **PERSON**

An individual, firm, partnership, corporation or association of persons.

#### **PUBLIC NUISANCE**

A cat that causes damage to public or private property or causes harm to any person.

#### **ANIMAL WARDEN**

An officer or agency designated by the Common Council.

#### **ABANDONED CAT**

A cat of any age which shall be left unattended, unclaimed, unlicensed or at large for a period of 72 hours or more.

#### **STRAY CAT**

A cat having no known owner or custodian.

#### **AT LARGE**

A cat not confined, outside an area of escape such as a pen, corral, yard, cage, house, vehicle, or other secure enclosure, unless otherwise under appropriate human control.

#### **COLONY**

A group of one or more community cats

#### **COMMUNITY CAT**

Any cat that is:

- (1) Homeless, stray, at large or abandoned, where the cat:
  - a. Has been socialized to people, or is less than five weeks old
  - b. Could become feral as connection with humans is farther removed;  
and
  - c. In the case of cats older than five weeks, has a good potential to quickly become domesticated once again; or
- (2) Feral, where the cat:

- a. Is not socialized towards humans;
  - b. Is born in the wild or is the offspring of an owned cat; or
  - c. Is a formerly owned cat that has been abandoned; or
- (3) A cat that lives in the community but is not owned by a human, sometimes referred to as a “free-roaming” or “street” cat

**DOMESTICATED CAT**

A cat that is social towards humans, that currently lives within the resident or on the property of a person or persons accepted as the cat’s owner and that is considered appropriate as a companion for humans

**EAR TIPPING**

A straight-line cutting of the tip of the left ear of a cat with the cat is anesthetized

**NEUTER**

To permanently sterilize male cats to render them incapable of impregnating female cats by means of either surgery performed to remove the reproductive organs or chemical sterilization by which the cats are injected with a drug approved by the United States Food and Drug Administration for that purpose.

**SPAY**

To permanently sterilize female cats to prevent estrus (heat) cycles and eliminate their ability to become pregnant by means of either surgery performed to remove the ovaries and uterus or chemical sterilization by which the cats are injected with a drug approved by the United States Food and Drug Administration for that purpose.

**STERILIZE**

To spay or neuter a cat

**TRAP, NEUTER, VACCINATE AND RETURN PROGRAM (TNVR)**

A program in which community cats are humanely trapped, evaluated, vaccinated, sterilized and ear tipped by a veterinarian and returned to the trap location with the intent of controlling or reducing feline population and reproduction

**VETERINARIAN**

A person licensed to practice veterinary medicine in the State of New York

§26A-2

SAME

§26A-3

SAME

§26A-4

SAME

§26A-5

**SAME (this is the section that gives the ability to fine an individual caught for abandoning a cat on the Island)**

§26A-6 through 9

**SAME**

**New §26A-10: TNVR**

**TNVR of community cats shall be legal in the City of North Tonawanda and interested citizens are encouraged to participate in and support TNVR activities on a voluntary basis.**

- (1) All persons who attempt to trap community cats for TNVR in the City of North Tonawanda should be familiar with the guidelines supported by regional and national feral and community cat organizations, regarding appropriate methods of TNVR.**
- (2) Socialized Cats and all kittens subject to TNVR shall be eligible to be, but not mandated to be, re-socialized and put up for adoption.**
- (3) An ear tipped cat received by local shelters shall be returned to the location where trapped unless veterinary care is required. A trapped ear tipped cat shall be released on site unless veterinary care is required**
- (4) Permits: All persons wishing to engage in TNVR must annually obtain a permit from the office of the City Clerk/Treasurer after payment of a fee of \$25.00. All TNVR permit applicants shall provide the following information:**
  - (a) The name, phone number and property address of the applicant;**
  - (b) The location of the permit applicant's proposed TNVR program;**
  - (c) The addresses of all properties within a fifty-foot radius of the proposed TNVR program.**
- (5) Upon receipt of a TNVR permit application and the requisite permit fee, the City Clerk-Treasurer shall issue the requested permit unless the City Clerk-Treasurer makes a determination that the applicant's proposed TNVR program is unsuitable.**
- (6) In the event a permit is denied by the City Clerk-Treasurer, the applicant may appeal this decision with 30 days to the North Tonawanda Common Council.**

**NEW §26a-11 SEVERABILITY**

**If any section of this chapter shall be adjudged invalid, the remainder of this chapter shall be deemed valid and effective.**

# City of North Tonawanda

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

SHAWN P. NICKERSON  
CITY ATTORNEY

KATHERINE D. ALEXANDER  
ASSISTANT CITY ATTORNEY

II 2  
OCT 07 2014

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

September 25, 2014

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

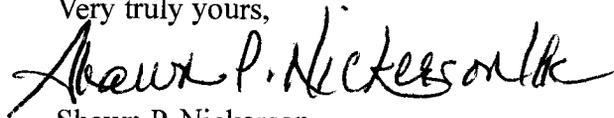
RE: Rental Agreement between North Tonawanda City School District and  
City of North Tonawanda for Portions of Grant Elementary School Building

Dear Honorable Body:

Attached, for your consideration, is a Rental Agreement between the North Tonawanda City School District and the City of North Tonawanda to allow for the City to rent a portion of the former Grant Elementary School building to accommodate the City of North Tonawanda Youth Center. The term of the agreement is one year – October 1, 2014 until September 30, 2015, at an annual rental amount of \$10,000.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the agreement with the North Tonawanda City School district, subject to any further review by the City Attorney.

Very truly yours,



Shawn P. Nickerson  
City Attorney

SPN/lk  
Att.

NORTH TONAWANDA, N.Y.

2014 SEP 26 PM 12:00

RECEIVED  
CITY CLERK'S OFFICE

## RENTAL AGREEMENT

THIS IS A RENTAL AGREEMENT, entered into the \_\_\_\_ day of August, 2014, between **North Tonawanda City School District**, a municipal corporation organized and existing under the laws of the State of New York with its main office located at 176 Walck Road, North Tonawanda, New York, the OWNER ("District"), and **City of North Tonawanda** ("Tenant").

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WHEREAS, the District and Tenant wish to enter into a mutual agreement whereby for various considerations, the Tenant shall be allowed to rent and use, subject to all of the following terms and conditions, certain portions of the premises known as the Grant Elementary Building located at Grant Street, North Tonawanda, New York (the "Building"). The parties agree as follows:

### **I. TERM**

Rental of the premises described herein shall commence on October 1, 2014 and shall terminate on September 30, 2015, unless terminated as provided in this agreement.

### **II. DESCRIPTION OF PREMISES TO BE RENTED AND INTENDED USE**

1. The premises to be rented under this Agreement is as follows: Grant Elementary Building, Rooms: 121, 124, 129a, 129b, 129c, 130, and 132. Room 125 to be used based on availability. Tenant will keep rented areas clean.

2. The Tenant intends to use the premises for the City of North Tonawanda Youth Center.

### **III. CONSIDERATION FOR USE OF PREMISES**

#### **1. RENT**

a) Rent for the aforesaid premises shall be as follows:

Year 1 - \$10,000 annually

The Tenant agrees to pay to the District the total sum of \$10,000, payable after execution of lease agreement. Rent not paid within 30 days of the signed agreement shall constitute a default, entitling District to terminate under Section VI.1.

b) Rent shall be paid to North Tonawanda City School District (NTCSD), Attn: Treasurer, 176 Walck Road, North Tonawanda, New York, 14120.

c) Tenant shall pay District extra, per room for the months of June through September for each room in which Tenant installs (at Tenant's cost) window air conditioning units ("A/C Cost"). This payment is due payable on June 1<sup>st</sup> of each year. (\$cost per room x #months x #rooms). (Rate is \$300.00 per room).

d) Rental payments include heat, electricity and water. In the event there is an increase in the costs related to the usage of heat, electricity and/or water over the total of such costs in the previous year, Landlord shall provide tenant with documentation as to said increase. Tenant shall reimburse Landlord within ninety (90) days of receipt of such documentation.

## 2. SECURITY DEPOSIT

a) Upon signing an original Agreement, Tenant paid District \$ -0- to be held by the District as a security deposit and the sum of \$ -0- to be held by the District as a key deposit.

b) The security deposit shall be returned to Tenant upon delivery of premises to District in broom clean condition, reasonable wear and tear excepted.

## IV. LIMITATION AS TO USE AND SUBLETTING

1. The premises to be used by Tenant shall be used solely for the purpose or purposes indicated in the above Intended Use clause and for the incidental purposes related thereto during the period of this Agreement.

2. Tenant shall make no additions, alterations or improvements to the premises without written permission from the District Board of Education or its designee, the Assistant Superintendent for Administrative Services. Tenant shall reimburse the District for any damage, excepting normal wear and tear, to the premises resulting from the use of premises by Tenant, its customers, employees or agents.

3. Tenant may not assign or sublease the premises to anyone else without the written permission of the District's representative, which may be withheld for any reason.

## V. INDEMNIFICATION AND INSURANCE REQUIREMENTS TO BE PROVIDED BY TENANT

Tenant shall provide satisfactory evidence to the Assistant Superintendent for Administrative Services of the existence of a public liability policy. See attached Certificate of Insurance for current coverage amounts. Further, the Tenant agrees to save the District harmless and to indemnify it from any liability for any damage resulting from the negligence or other actions of Tenant, its employees or agents.

The City of North Tonawanda must name the North Tonawanda City School District as an additional insured.

## VI. TERMINATION OF AGREEMENT

1. VIOLATION. In the event of the violation by Tenant of any clause of the Agreement, or condition contained herein, the District shall have the right at the District's election to:

a) Give three (3) days written notice to Tenant to correct any violations of the Agreement.

b) To declare Tenant in violation of this Agreement and to terminate this Agreement. As a result of such violation, Tenant shall then vacate the premises within sixty (60) days or as otherwise agreed between parties.

c) To institute any necessary legal proceedings to evict the Tenant based upon the termination of the Agreement Tenant's subsequent holding over and failure to vacate the premises.

d) To recover cost of repairs, brokers fees, reasonable attorney fees and court costs and disbursements incurred in any legal proceeding brought by the District to secure the removal of Tenant from the premises.

2. BALANCE OF RENT. If the Agreement is terminated, the balance of rent for the unexpired term shall be due and payable. The District may re-rent the premises at its sole discretion.

3. EARLY TERMINATION DUE TO CHANGE IN DISTRICT NEEDS. The District hereby reserves the right to cancel the Agreement upon ninety (90) days written notice to Tenant after a determination by the District administration that there has been some change that substantially affects the needs or requirements of the district or the community in which it is located. The District will have the sole responsibility as to what defines "substantially affects the needs or requirements of the district or the community" ("Early Termination").

## **VII. NOTICE TO PARTIES**

Any notice mailed, addressed to Tenant at City Hall, 216 Payne Avenue, North Tonawanda, New York 14210, or delivered to Tenant, shall be notice hereunder by the District. Any notice mailed or delivered to the North Tonawanda City School District, 176 Walck Road, North Tonawanda, New York 14120, Attn: District Clerk, shall be notice hereunder by Tenant.

## **VIII. IMPROVEMENTS, MAINTENANCE AND REPAIR**

1. Tenant shall be responsible for cleaning and maintaining the interior space of the premises it leases. District shall be responsible for maintenance to exterior portions of the Building as well as any common areas of interior space within the Building not otherwise leased by Tenant.

2. Tenant will be charged for the cost of all labor and materials for all items of repair and maintenance necessitated by the actions of Tenant, its agents, servants, or employees and which are determined by the District not to have been reasonable wear and tear.

3. Tenant shall be solely responsible for obtaining and maintaining any licenses, approvals, or permits necessary to operate its business.

## **IX. RIGHT OF ENTRY**

The District reserves the right to enter the rented premises at reasonable times during business hours or otherwise, in the event of an emergency, for inspection, or for any purposes connected with the District's rights and obligations under this Agreement. The District shall also

have the right to show the premises to prospective tenants during the last three (3) months of the term of the Agreement.

**X. CONTENTS OF AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and may not be changed, altered, or amended except by the further written agreement of the parties.

**DISTRICT**

NORTH TONAWANDA CITY SCHOOL DISTRICT

By: Gregory J. Voytila  
Gregory J. Voytila, Superintendent

Date: 09/15, 2014

**TENANT**

City of North Tonawanda

By: Robert L. Carr

Date: 9/16, 2014

**GUARANTY**

The undersigned personally guarantees payment and performance of the obligations of Tenant under this Lease. District need not exhaust all remedies against Tenant before seeking to collect from the undersigned.

Address

\_\_\_\_\_  
\_\_\_\_\_



# City of North Tonawanda

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

VII.1

OCT 07 2014

MARK W. DOTTERWEICH  
CITY ACCOUNTANT

AMANDA L. REIMER  
STAFF ACCOUNTANT

TELEPHONE  
(716) 695-8545

FAX  
(716) 695-8573

October 2, 2014

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 **October 7, 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



# City of North Tonawanda

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

VII-2

OCT 07 2014

MARK W. DOTTERWEICH  
CITY ACCOUNTANT  
markdoto@northtonawanda.org

TELEPHONE  
716.695.5525

FAX  
716.695.5573

AMANDA L. REIMER  
STATE ACCOUNTANT  
amandare@northtonawanda.org

October 2, 2014

Honorable Robert G. Ortt, Mayor  
and Common Council  
City Hall  
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Article V, Division 2, Section 5.023 and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following transfer of fiscal year 2014 appropriations, based on the request of the Department Head, copy attached:

<u>Control Number</u>	<u>Dollar Amount</u>	<u>From: Appropriation Account</u>	<u>Into: Appropriation Account</u>
13	4,135.00	1-1990.410 Contingent Account	1-3410.460 Fire Dept. Utilities

Very truly yours,

Mark W. Dotterweich  
City Accountant

MWD  
Attachments

RECEIVED  
CITY CLERK'S OFFICE  
2014 OCT -2 PM 12:37  
NORTH TONAWANDA, N.Y.

## Budgetary Transfer Request Form

Department: Building Inspection

Date: October 2, 2014

Dollar Amount	Appropriation Accounts and Documentation	
<b>\$4,135.00</b>	From Appropriation Account 1.1990.410 Account Number	Contingent Account Account Description 1.3410.460 Account Number Fire Dept. Utilities Account Description
<p><b>Explanation:</b> To transfer \$4,135.00 from General Fund Contingent Account into Fire Dept. Utilities account to cover the City's share of cost to install more energy efficient lighting in two fire stations (Catwick &amp; Fire HQ) per National Grid's "Energy Efficiency Program"</p>		
<p>Please Check One (X)</p>		
V	Common Council Action	No Common Council Action
See Attached Letter Department Head Signature		10/2/2014 Date

### Budgetary Transfer Policy

- 2.11 - Budgetary transfers can be initiated by a Department Head on his or her signature if all of the following criteria is met:
1. Transfer of appropriations is less than \$1000.00
  2. Transfer is between existing appropriation accounts within the Department's Budget
  3. Within the fiscal year, aggregate transfers, made in any one appropriation account do not exceed \$1000.00
- 2.21 - Budgetary transfers must be initiated by a Department Head through the Common Council if one of the following criteria is met:
1. Transfer of appropriations is over \$1000.00
  2. Transfer involves the establishment of a new appropriation account; or,
  3. Transfer is between Department's (not within one Department's own Budget)

#### For Accounting Department Use Only

Control #	Department of Accounting Audit	Common Council Meeting Date
13	MD 10/2/2014	

CITY OF NORTH TONAWANDA  
NORTH TONAWANDA, NEW YORK 14120

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

North Tonawanda Common Council

September 4, 2014

216 Payne Ave

North Tonawanda, NY 14120

Dear Honorable Council Members,

During the last week of August 2014, I authorized National Grid to conduct a free energy audit of Department fire stations, in conjunction with their "Energy Efficiency Program". (see attached)

A proposal was presented for two (2) stations, 110 Ward Rd. and 495 Zimmerman St. As you can see on the attached summary sheets, for an investment of \$4,134.65 we can realize an estimated yearly savings of \$5,586.33 between the two stations. In essence, the program will pay for itself in about eleven (11) months.

I would ask that, should you agree with moving forward with this section of the project, the sum of \$4134.65 be transferred from the contingency account 1-1990.410 to the Utilities account 1-3410.460 to begin the transition. I will submit further proposals as they become available. National Grid has requested to complete these stations prior to moving forward with the remainder.

Should you need more information, I will be more than happy to meet with this body.

Respectfully,



Fire Chief John C. Lapham

Cc: Mayor Ortt

RECEIVED  
CITY CLERK'S OFFICE  
2014 SEP -4 PM 3:52  
NORTH TONAWANDA, NY



January 1, 2014

Dear Small Business Customer,

I am the Manager of the Small Business Energy Efficiency Program at National Grid and would like to take this opportunity to briefly explain the program and to introduce you to our implementation contractor LIME Energy.

The program offers:

- The opportunity to significantly reduce your electric bill
  - A no cost, no obligation audit of your lighting equipment
  - A proposal that includes the energy efficiency measures to be installed, estimated annual savings, project cost and payback
  - An incentive where National Grid will pay up to 70% of the total project cost, you pay remainder on your electric bill.
- ✓ Financing option: Interest free for 12 or 24 months
  - ✓ One lump sum option: 15% discount of your cost

The person delivering this letter is a representative from LIME Energy, the approved contractor for this program. The Lime Representative will be able to explain the program in more detail. Should you have any other questions or concerns, please feel free to contact me directly at 315-798-5119.

I encourage you to take advantage of this excellent energy saving opportunity.

Sincerely,

Joseph Rucco  
Program Manager-Small Business  
221 Old Campion Rd  
New Hartford, NY 13413  
315-798-5119  
[joseph.rucco@nationalgrid.com](mailto:joseph.rucco@nationalgrid.com)

190 Lawrence Bell Dr., Suite 104  
Williamsville, NY 14221

**Dennis Guarin**  
Lime Energy  
Senior Energy Advisor

O: 716.683.6739  
C: 716.570.0691  
F: 716.283.1619

[dgruann@lime-energy.com](mailto:dgruann@lime-energy.com)  
[www.nationalgrid.com](http://www.nationalgrid.com)

group is powered by  
**nationalgrid**

# Energy Savings Plan **nationalgrid**

SUMMARY

Application Number: 4151148

Date: 8/28/2014

<b>Customer Name:</b>	CITY OF NORTH TONAWANDA	<b>Application Number :</b>	4151148
<b>DBA Name:</b>	NORTH TONAWANDA FIRE DEPT 495 ZIMMERMAN ST	<b>Account Number:</b>	81337-45103
<b>City :</b>	NORTH TONAWANDA	<b>Telephone :</b>	716-693-2201
<b>State and Zip :</b>	NY 14120	<b>Contact Name :</b>	JOHN C. LAPHAM
<b>Facility Square Footage :</b>	--	<b>Auditor Name :</b>	DENNIS GRUARIN
		<b>Audit Date :</b>	08/28/2014

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO<sub>2</sub>) annually by 38,136 pounds.

Estimated Annual Savings ( KWH)
34,669.25

Estimated Annual Savings in Dollars
\$3,855.22

*AT 84 was/wk AUG*

				<i>30%</i>	<i>70%</i>
Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$11,202.39	--	\$250.00	\$124.72	\$3,623.02	\$7,579.37

Payback Period in Months
11 <i>AT 84 was/wk</i>

No upfront cost to you - finance your contribution on your monthly electric bill. Choose from 3 convenient payment options.

<b>Lump Sum Payment</b> ( Additional 15% Discount)
\$3,135.78

<b>12 Monthly Payments</b> ( Interest Free)
\$301.92

<b>24 Monthly Payments</b> ( Interest Free)
\$150.96

*Choices of How to Pay Your Co-Pay on Your Electric Bill*

# Energy Savings Plan **nationalgrid**

SUMMARY

Application Number: 4151151

Date: 8/28/2014

<b>Customer Name:</b>	GRATWICK HOSE COMPANY 6	<b>Application Number:</b>	4151151
<b>DBA Name:</b>	NORTH TONAWANDA FIRE DEPT 110 WARD RD	<b>Account Number:</b>	31390-27109
<b>City:</b>	NORTH TONAWANDA	<b>Telephone:</b>	716-693-2201
<b>State and Zip:</b>	NY 14120	<b>Contact Name:</b>	JOHN C LAPHAM
<b>Facility Square Footage:</b>	--	<b>Auditor Name:</b>	DENNIS GRUARIN
		<b>Audit Date:</b>	08/28/2014

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO<sub>2</sub>) annually by 17,124 pounds.

Estimated Annual Savings ( KWH)
15,567.55

Estimated Annual Savings in Dollars
\$1,731.11

*APPENDIX  
Savings  
AT  
12 MONTH USE*

Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$3,917.14	--	--	--	\$1,175.14	\$2,742.00

*30%      70%*

Payback Period in Months
8

*No upfront cost to you - finance your contribution on your monthly electric bill.*

Choose from 3 convenient payment options.

Lump Sum Payment ( Additional 15% Discount)
\$998.87

12 Monthly Payments ( Interest Free)
\$97.93

24 Monthly Payments ( Interest Free)
\$48.96

*Choices of How to Pay  
Billed Usually on Above Electric Bill*



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

IV  
**Dale W. Marshall, P.E.**  
*City Engineer* **OCT 07 2014**  
Phone: (716) 695-8565  
Fax: (716) 695-8568

September 30, 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 Project**  
**PIN 5757.27**  
**Supplemental Agreement No. 3**  
**Comptroller's Contract No. D030105**

Honorable Body:

The New York State Department of Transportation has agreed to provide an additional \$200,000 in Federal Aid due to the extensive repairs to the concrete deck of the Durkee Bridge that caused the project to extend into a second construction season. In order to complete the Frederick B. Durkee Memorial Bridge Rehabilitation Project with Federal Aid, the City will need to pass the attached resolution and enclosed agreement with the New York State Department of Transportation that indicates the City's continued commitment to participate in the administration and funding of the construction of the project.

Accordingly, please approve the attached resolution, authorizing the Mayor to sign the enclosed Marchiselli Aid Supplemental Agreement No. 3 with the State of New York Department of Transportation that commits the City's previously appropriated \$615,000 in funds, which approximates the current Non-Federal share of the costs of the Frederick B. Durkee Memorial Bridge Rehabilitation Project, subject to review by the City Attorney.

If you have any questions, please do not hesitate to call me at 695-8565.

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, w/encls  
Mark W. Dotterweich, City Accountant, w/encls  
Brian J. Carlson, P.E., GPI  
Kurt Felgemacher, P.E., NYSDOT Region 5

**NORTH TONAWANDA N.Y.**  
**RECEIVED**  
**CITY CLERK'S OFFICE**  
**2014 OCT - 2 AM 10 22**

RESOLUTION BY CITY OF NORTH TONAWANDA

Authorizing the implementation and funding in the first instance 100% of the Federal Aid and State "Marchiselli" Program Aid eligible costs, of a Transportation Federal Aid project, and appropriating funds therefore.

WHEREAS, a Project for the Rehabilitation of the Frederick B. Durkee Memorial Bridge, Taylor Drive over the Little River, BIN 2260960, in the City of North Tonawanda, Niagara County, PIN 5757.27, (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% Non-Federal funds; and

WHEREAS, the City of North Tonawanda desires to advance the Project by making a commitment of 100% of the Non-Federal share of the costs of the Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases of the project PIN 5757.27.

NOW, THEREFORE, the Common Council of the City of North Tonawanda, duly convened does hereby

RESOLVE, that the Common Council of the City of North Tonawanda hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Common Council of the City of North Tonawanda hereby authorizes the City of North Tonawanda to pay in the first instance 100% of the Federal and Non-Federal shares of the cost of the Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases of the Project or portions thereof; and it is further

RESOLVED, that the sum of A \$615,000 is hereby appropriated from the Capital Projects Fund for the project's Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction and Construction Inspection phases via a City Resolution adopted on May 3, 2011 and March 5, 2013, and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the amount required to pay in the first instance 100% of the Federal and Non-Federal shares of the cost of the project's Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases exceeds the amount appropriated, \$615,000 and/or 100% of the full Federal and Non-Federal shares of the cost of the Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases exceeds \$2,495,456, the City of North Tonawanda shall convene its Common Council as soon as possible to appropriate said excess amount

immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Mayor of the City of North Tonawanda be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State Marchiselli Aid on behalf of the City of North Tonawanda with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Municipality's first instance funding of Project costs and permanent funding of the local share of Federal Aid and State Aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately



RECEIVED  
ENGINEERING DEPT.  
CITY OF N. TONAWANDA

2014 SEP 30 AM 10: 29

STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
REGION FIVE  
100 SENECA STREET  
BUFFALO, NY 14203-2939  
www.dot.ny.gov

DARRELL F. KAMINSKI, P.E.  
REGIONAL DIRECTOR

JOAN McDONALD  
COMMISSIONER

September 29, 2014

Dale Marshall, P.E., City Engineer  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, New York 14120

RE: **SUPPLEMENTAL AGREEMENT NO. 3  
COMPTROLLER'S CONTRACT NO. D030105**

**PIN 5757.27  
FREDERICK B. DURKEE MEMORIAL BRIDGE  
TAYLOR DRIVE OVER LITTLE RIVER, BIN 2260960  
CITY OF NORTH TONAWANDA, NIAGARA COUNTY**

Dear Mr. Marshall:

In order to progress the above referenced project with Federal Aid, the New York State Department of Transportation (NYSDOT) will need Resolutions and Agreements, signed by the City of North Tonawanda, indicating its commitment to participate in the administration and funding of the various phases of the project.

The phases of the subject Bridge Rehabilitation Project along with their current estimated costs as well as their current Federal, Non-Federal, State and Local (City) shares are tabulated below. These costs reflect the City's request for additional funds (\$ 200,000) to complete this project's Construction & Construction Inspection phase. The current approved cost for this phase is \$ 2,075,000.

<u>Phase</u>	<u>Cost</u>	<u>Federal Share 80%</u>	<u>Non-Federal Share 20%</u>	<u>State Share</u>	<u>Local Share</u>
PE (Design I-VI)	\$ 200,000	\$ 160,000	\$ 40,000	\$ 30,000	\$ 10,000
ROW Incidentals & Acquisition	\$ 20,456	\$ 16,365	\$ 4,091	\$ 3,068	\$ 1,023
Construction & Inspection	\$ 2,275,000	\$ 1,820,000	\$ 455,000	\$ 311,250	\$ 143,750
<b><u>Agreement Amount</u></b>	<b>\$ 2,495,456</b>	<b>\$ 1,996,365</b>	<b>\$ 499,091</b>	<b>\$ 344,318</b>	<b>\$ 154,773</b>

Based on the above, the NYSDOT has enclosed a copy of a Sample Resolution and **Supplemental Agreement No. 3 to Federal Aid Project (Marchiselli) Agreement No. D030105**, under which the City of North Tonawanda would continue to administer the subject project's Preliminary Engineering (Design I-VI), Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases. The City is currently administering these phases under Supplemental Agreement No. 2 to Federal Aid Project (Marchiselli) Agreement No. D030105.

Under the enclosed Supplemental Agreement No. 3 to Federal Aid Project (Marchiselli) Agreement No. D030105, the City must commit to pay, in the first instance, 100% of the Federal and Non-Federal shares of the cost of the subject project's Preliminary Engineering (Design I-VI), Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases which currently equals \$ 2,495,456, (see Table - Agreement Amount). The NYSDOT will, via the process described in Chapter 4 and Appendix 4.2 of the "Procedures for Locally Administered Federal Aid Projects" Manual (available both in hard copy and through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>), reimburse the City as the project is progressed the Federal share (80%) of the cost of these project phases which currently equals \$ 1,996,365, resulting in the current Federal share (20%) of the cost of this project's Preliminary Engineering (Design I-VI), Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases, which currently equals \$ 499,091.

September 29, 2014

Since the execution of Supplemental Agreement No. 1 to Federal Aid Project Agreement No. D030105 changed the previously executed Non-Marchiselli Agreement No. D030105 to a Marchiselli Aid Funding Agreement and the subject project was included in several State Budgets for State Marchiselli Program Aid funding for its Preliminary Engineering, Right-of-Way or Construction phases, the enclosed Supplemental Agreement No. 3 to Marchiselli Agreement No. D030105 will also reimburse the City, as the project is progressed, State Marchiselli Aid to a maximum of \$ 344,318 as follows:

- 15%, the maximum reimbursement, of the current \$ 200,000 cost of the project's Preliminary Engineering (Design I-VI) phase, which equals \$ 30,000. This State Marchiselli Aid Reimbursement was included in the previously executed Supplemental Agreement No. 2 to Marchiselli Agreement No. D030105 for this project phase.
- 15%, the maximum reimbursement, of the current \$ 20,456 cost of the project's Right-of-Way (Incidentals & Acquisition) phase, which equals \$ 3,068. This State Marchiselli Aid Reimbursement was included in the previously executed Supplemental Agreement No. 2 to Marchiselli Agreement No. D030105 for this project phase.
- Approximately 13.7% of the current \$ 2,275,000 cost of the project's Construction & Construction Inspection phase, which equals \$ 311,250. The remaining \$ 30,000 (1.3%) of State Marchiselli Program Aid funding required to reimburse the City, \$ 341,250, which equals 15%, the maximum reimbursement of this current \$ 2,275,000 cost of this project phase will be requested in next year's (SFY 2015-16) State Budget.

The enclosed Supplemental Agreement No. 3 to Federal Aid Project (Marchiselli) Agreement No. D030105 will also extend this project's Contract's End Date to December 31, 2015.

Please adopt a New Resolution authorizing your Mayor to enter into the enclosed Supplemental Agreement No. 3 to Federal Aid Project (Marchiselli) Agreement No. D030105 with the NYSDOT which indicates that the City's current appropriation of \$ 615,000 via Resolutions adopted on May 3, 2011 and March 5, 2013 for the project's Preliminary Engineering (Design I-VI), Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases, is adequate City funding to provide the first instance funding required for the City of North Tonawanda to administer these project phases at their current cost of \$ 2,495,456, (see attached - Sample Resolution).

Return six (6) certified copies of your New Resolution along with six (6) original, notarized, one-sided copies of the entire enclosed Supplemental Agreement No. 3 to Federal Aid Project (Marchiselli) Agreement No. D030105 to the NYSDOT. Please note that the City's Attorney is also required to sign each copy of the Supplemental Agreement No. 3.

If the City has any questions regarding the enclosed Supplemental Agreement No. 3 to Federal Aid Project (Marchiselli) Agreement No. D030105 and/or the agreement process, please call David J. Priebe, in our office in Buffalo, at (716) 847-3137.

Sincerely,

  
Christopher J. Renn, P.E.  
Local Projects Unit

DKS/DJP  
Encl.

Sponsor: City of North Tonawanda  
PIN: 5757.27 BIN: 2260960  
Comptroller's Contract No. D030105  
Supplemental Agreement No. 3  
Date Prepared: 09/26/2014 By: (DJP)  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 3 to D030105** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of North Tonawanda (the Sponsor)  
Acting by and through the Mayor of the City of North Tonawanda  
with its office at City Hall, 216 Payne Avenue, North Tonawanda, NY 14120.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (check and enter the # phase(s) as applicable):
    - adding phase \_\_\_\_ which covers eligible costs incurred on/after   /  /
    - adding phase \_\_\_\_ which covers eligible costs incurred on/after   /  /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

Sponsor: City of North Tonawanda

PIN: 5757.27 BIN: 2260960

Comptroller's Contract No. D030105

Supplemental Agreement No. 3

Date Prepared: 09/26/2014 By: (DJP)

Initials

Press F1 for instructions in the blank fields:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK

)ss.:

COUNTY OF NIAGARA

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:**

**STATE OF NEW YORK ATTORNEY GENERAL**

BY: \_\_\_\_\_

For Commissioner of Transportation

By: \_\_\_\_\_

Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

For the New York State Comptroller  
Pursuant to State Finance Law §112

**SCHEDULE A**



**NYS DOT/State-Local Agreement – Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

<b>C. Total Local Deposit(s) Required for State Administered Projects:</b>	\$0.00
--	--------

**D. Total Project Costs** To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$1,996,365.00	\$344,318.00	\$0.00	\$154,773.00	\$2,495,456.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Daid J. Priebe</u> Phone No: <u>716-847-3137</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.



**APPENDIX 2-S**

## **APPENDIX 2-S IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**SAMPLE RESOLUTION**

SAMPLE RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)

RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation and funding in the first instance 100% of the Federal Aid and State "Marchiselli" Program Aid eligible costs, of a Transportation Federal Aid project and appropriating funds therefore.**

WHEREAS, a Project for the Rehabilitation of the Frederick B. Durkee Memorial Bridge, Taylor Drive over the Little River, BIN 2260960, in the City of North Tonawanda, Niagara County, PIN 5757.27, (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% Non-Federal funds; and

WHEREAS, the City of North Tonawanda desires to advance the Project by making a commitment of 100% of the Non-Federal share of the costs of the Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases of the project PIN 5757.27.

NOW, THEREFORE, the Common Council of the City of North Tonawanda, duly convened does hereby

RESOLVE, that the Common Council of the City of North Tonawanda hereby approves the above subject project; and it is hereby further

RESOLVED, that the Common Council of the City of North Tonawanda hereby authorizes the City of North Tonawanda to pay in the first instance 100% of the Federal and Non-Federal shares of the cost of the Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases of the Project or portions thereof; and it is further

RESOLVED, that the sum of \$ 615,000 has previously been appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] for the project's Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases via a City Resolutions adopted on May 3, 2011 and March 5, 2013, and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the amount required to pay in the first instance 100% of the Federal and Non-Federal shares of the cost of the project's Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases exceeds the amount appropriated, \$ 615,000 and/or 100% of the full Federal and Non-Federal shares of the cost of the Preliminary Engineering, Right-of-Way (Incidentals & Acquisition) and Construction & Construction Inspection phases exceeds \$ 2,495,456, the City of North Tonawanda shall convene its Common Council as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Mayor of the City of North Tonawanda be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State Marchiselli Aid on behalf of the City of North Tonawanda with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Municipality's first instance funding of Project costs and permanent funding of the local share of Federal Aid and State Aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

IX

OCT 07 2014

**Department of Public Works**  
**CITY OF NORTH TONAWANDA, NEW YORK**

758 ERIE AVENUE  
NORTH TONAWANDA, N. Y. 14120

PHONE: 695-8585  
FAX: 695-8587

October 1, 2014

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

Re: Bid Award for  
One (1) New 2014 or Newer High Compaction Rear Loading Refuse Truck  
with Trade (our DPW Truck #38)

Honorable Body:

On Monday, September 29, 2014, bids were received and publicly opened in the City Clerk's Office for the above captioned bid. We have reviewed the bid and tabulated it as follows:

<u>Bidder</u>	<u>Non-Collusion</u>	<u>Bond or Check</u>	<u>Bid</u>
Fleet Maintenance	Yes	Bid Bond	\$136,402.00
Fleet Maintenance	Yes	Bid Bond	\$140,345.00
Cyncon Equipment	Yes	Bid Bond	\$139,931.00

I recommend the Common Council award the bid for, One (1) 2014 or Newer High Compaction Rear Loading Refuse Truck with Trade (our DPW Truck #38) to Cyncon Equipment, at the second lowest bid of \$139,931.00. The low bidder, Fleet Maintenance, did not meet the specifications and had a major deviation. This is subject to the approval of the City Attorney.

Very truly yours,

  
Bradley A. Rowles  
Superintendent Public Works

BAR/mbb  
Cc: Scott P. Kiedrowski, City Clerk - Treasurer

RECEIVED  
CITY CLERK'S OFFICE  
OCT 1 - 11 AM '14  
NORTH TONAWANDA N.Y.

**Department of Public Works**  
**CITY OF NORTH TONAWANDA, NEW YORK**

758 ERIE AVENUE  
NORTH TONAWANDA, N. Y. 14120

PHONE: 695-8585  
FAX: 695-8587

October 1, 2014

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

Re: Bid Award for  
One (1) New 2014 or Newer High Compaction Rear Loading Refuse Truck  
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Fleet Maintenance	Yes	Bid Bond	\$140,345.00
Cyncon Equipment	Yes	Bid Bond	\$139,931.00

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Very truly yours,



Bradley A. Rowles  
Superintendent Public Works

BAR/mbb

Cc: Scott P. Kiedrowski, City Clerk - Treasurer



# MEMO

CITY OF NORTH TONAWANDA, NEW YORK  
DEPARTMENT OF PUBLIC WORKS

---

TO — Shawn P. Nickerson  
NT City Attorney

DATE — September 30, 2014

FROM — Bradley A. Rowles  
Superintendent of Public Works

RE: — Bid for a Sanitation Packer  
Opened 9/29/2014

Attached please find the bid for a new and unused 2014 High Compaction Rear Loading Refuse Truck with Trade (our DPW Truck #38) from Cyncon Equipment at the bid price of \$139,931.00.

The other bids were \$136,402.00 and \$140,345.00, both from Fleet Maintenance.

The low bid from Fleet Maintenance did not meet the specifications and had a major deviation.

Please review and advise.

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

  
 \_\_\_\_\_  
 Bradley A. Rowles  
 Superintendent of Public Works

BAR/mbb  
Attachments

- cc: B. Rowles
- cc: M. Guidotti
- cc: S. Pachla/M. Donovan
- cc: Vehicle File
- cc: Journal
- cc: John Urban



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

X  
OCT 07 2014



# Department of Police

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

**William R. Hall**  
Chief of Police

October 1, 2014

Honorable Common Council:

Attached is a new Memorandum of Understanding for the Niagara County Drug Task Force. I would respectfully ask your permission to sign said agreement, after being reviewed by the City Attorney.

It is similar to the last one, but it clarifies an issue that arose with asset forfeiture and dispersing those funds among the agencies involved with the Niagara County Drug Task Force.

Thank you for your time in this matter.

Respectfully yours,

William R. Hall  
Chief of Police

cc: File

NORTH TONAWANDA, N.Y.  
2014 OCT -2 PM 1:46  
CITY CLERK'S OFFICE  
RECEIVED

**MEMORANDUM OF UNDERSTANDING  
AMONG THE  
NIAGARA COUNTY SHERIFF'S OFFICE  
CITY OF NIAGARA FALLS POLICE DEPARTMENT  
CITY OF NORTH TONAWANDA POLICE DEPARTMENT  
CITY OF LOCKPORT POLICE DEPARTMENT  
NIAGARA COUNTY DISTRICT ATTORNEY'S OFFICE**

**For a Drug Enforcement Task Force  
(Niagara County Drug Task Force)**

**I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish guidelines for the management of a Drug Enforcement Task Force in Niagara County. The participating agencies are committed to working together in a cooperative fashion to ensure the most effective law enforcement response to drug trafficking within Niagara County. Enforcement is based upon the theory that criminal activity in neighborhoods, such as illicit drug activity, brings with it a wide variety of ancillary illegal activities. The mission is to provide a quick resolution to the problems of a neighborhood by both visible and undercover police presence as it relates to illicit drug activity, to result in quick improvements to the quality of life for the neighborhood residents.

**II. NAME**

The task force will be known as the "Niagara County Drug Task Force" (NCDTF).

**III. PARTICIPANTS**

The following law enforcement agencies will participate in the NCDTF:

1. Niagara County Sheriff's Office
2. City of Niagara Falls Police Department
3. City of North Tonawanda Police Department
4. City of Lockport Police Department
5. Niagara County District Attorney's Office

**IV. SUPERVISION AND COORDINATION**

- A. The police functions of the NCDTF will be under the direct command and operation of the Sheriff of Niagara County, who shall appoint a NCDTF Captain or supervisor. The governing board shall consist of the Sheriff of Niagara County, Undersheriff of Niagara County, the District Attorney of Niagara County and the Chiefs of Police of participating agencies which shall serve in an advisory capacity to the NCDTF.
- B. Prosecution issues shall be under the direction of the Niagara County District Attorney's Office. The District Attorney, or his representative, will be kept informed of current and pending NCDTF cases and confidential informant status.
- C. Each officer assigned to the NCDTF will have the primary responsibility for relaying NCDTF information and activities to his or her own agency. Each participating agency will provide a supervisory liaison/point of contact for this purpose.

- D. NCDTF police operations will be conducted under the direction of the NCDTF supervisor. The NCDTF supervisor will act as liaison to all participating agencies who will work together in a cooperative fashion to resolve any issues that may arise. It is imperative that NCDTF supervisory personnel have solid professional relationships with their counterparts in various local, state and federal investigative and prosecutorial agencies. Every effort will be made to ensure that duplication of, or interference with investigations does not occur between agencies. Coordination and operational awareness are important for the successful investigation of drug cases.

## **V. INFORMATION SHARING**

- A. Information received by the NCDTF will be shared with all participating agencies in the following manner:
1. Officers assigned to the NCDTF will be responsible for disseminating appropriate information to their own supervisory liaison. The supervisory liaison will keep in mind the need for confidentiality for the safety of NCDTF officers and integrity of NCDTF investigations. NCDTF members and supervisory liaisons will not disclose any confidential NCDTF information to the general public or unauthorized personnel. Confidential information involves any operational detail, including, but not limited to, names or identities of any undercover officer, confidential informants, targets or potential targets, any surveillance activities, wire tap activities, surveillance equipment, dates, times, or any other information that may tend to identify any NCDTF investigation or operation. Nothing contained herein is intended to restrict the District Attorney's obligation to make appropriate disclosure of information in the course of prosecutions he conducts.
  2. The NCDTF supervisor will be responsible to ensure proper dissemination of information provided or developed by the NCDTF.
  3. The NCDTF will develop and maintain a system to collect, analyze, disseminate and maintain records of drug intelligence and investigations.

## **VI. OPERATIONS**

- A. The NCDTF supervisor will be responsible for daily operations and actions of NCDTF police members, including assignments and operational decisions. The targets of the task force should be selected by the task force itself and should be less informant directed. The targets should be based upon volume of activity, which degrades the quality of life to community residents. The mind set of the task force should be: How can this situation be addressed in the most timely manner to most benefit community residents.
- B. The NCDTF supervisor, or, if unavailable, a designated NCDTF member (case agent) will be responsible and present for all search warrant executions and planning thereof. Prior to the execution of any search warrant, the appropriate agency will be notified of the operation to ensure that no confusion arises. Search warrant applications should be reviewed by the District Attorney's Office (except in exceptional cases) before being presented to the court for signature.
- C. An Operations Plan will be completed by the NCDTF supervisor or case agent prior to all deployments of the NCDTF. In addition a full briefing will precede all NCDTF search warrants and major arrest operations.

- D. The participating police agencies will supply additional officers to assist in NCDTF operations, as requested by the NCDTF supervisor (case by case). Such request for additional officers shall be made by the NCDTF supervisor to the officer in-charge of the assisting agency.
- E. The NCDTF supervisor will review each proposed operation in advance and determine whether regular NCDTF officers or a tactical team should be used during raid entries. If it is determined that a tactical team should be used, the NCDTF supervisor will contact the appropriate agency liaison. It will be the responsibility of the agency liaison to follow his/her departmental procedures for activating the tactical team. However, should it become evident to NCDTF members that any entry should be made immediately to protect the undercover officer, confidential informant, or integrity of the operation, entry may be made forthwith and appropriate notification will be made thereafter.
- F. Participating agencies will share resources, equipment and personnel whenever feasible.
- G. All police members of the NCDTF will be available to any participating agency in need of assistance in situations involving non-drug cases, providing that the integrity of surveillance equipment, undercover officers and confidential informants are maintained. The requesting agency should contact the NCDTF supervisor to coordinate this effort.
- H. The Sheriff of Niagara County, at his discretion, will deputize non-sheriff police members for the purpose of conducting drug investigations throughout Niagara County.
- I. Generally, the NCDTF will utilize its own standard operating procedures.
- J. The NCDTF will utilize the Niagara County Sheriff's Office for evidence storage and be responsible for submission of evidence to the Niagara County Forensic Lab for analysis.
- K. Each NCDTF police member will be responsible for completing, in a timely fashion, any additional reports or paperwork required by his or her own agency, keeping in mind the provisions of Section V of this MOU.
- L. Every NCDTF police member will have access to NCDTF police files. As a precaution, copies will not generally be issued, unless authorized by the NCDTF supervisor. Every effort will be made to disseminate information without copying files. If necessary for a supervisory liaison to review a NCDTF file, he or she is encouraged to report to the NCDTF supervisor. The NCDTF supervisor shall be available to all supervisory liaisons for such purpose. Due to the sensitive nature of drug investigations, supervisory liaisons are requested to treat information from NCDTF files accordingly, and to handle the information in a responsible manner. Files containing materials for the prosecution of cases will be provided to the District Attorney in the form requested by the District Attorney prior to the commencement of any prosecution. Such files will contain all information and documentation requested by the District Attorney.
- M. The NCDTF supervisor will establish work schedules for police officers assigned to the NCDTF in consultation with the supervisory liaison from each participating agency. It is understood that these schedules will be flexible and subject to change. Police Officers assigned to the NCDTF will provide a contact phone number to the NCDTF supervisor. It is understood and agreed that each participating agency will retain ultimate control of the work schedule of its members assigned to the NCDTF and may assign them to non-NCDTF duties to meet agency needs. Whenever feasible, the participating agencies will notify the NCDTF supervisor, in advance, that a NCDTF member will be re-assigned to non-NCDTF duties so that the supervisor may make any necessary plans to ensure adequate officers are available for NCDTF duties.

N. The NCDTF will coordinate with any and all Federal, State and Local agencies in the course of the execution of the official duties of the NCDTF and those agencies. The NCDTF members must Saftnet all targets for de-confliction purposes and to enhance officer safety. If there is a conflict, NCDTF members will not, absent permission of the agency that has the target in Saftnet, operate against that target. All conflicts must be brought to the attention of the NCDTF supervisor.

## **VII. ASSET SHARING**

The division of funds, vehicles or property obtained as a result of forfeitures related to a NCDTF investigation shall be shared among participating agencies pursuant to applicable laws and United State Department of Justice Equitable Sharing guidelines. The District Attorney shall receive such assets as provided by law including specifically CPLR Article 13-A.

## **VIII. MEDIA RELEASE**

The NCDTF supervisor will generally coordinate any police media release or press conference regarding NCDTF matters. In major cases, or if otherwise requested specifically, the NCDTF supervisor will coordinate police media releases or press conferences with the Sheriff of Niagara County or his designee.

## **IX. MISCELLANEOUS**

- A. This agreement may be modified at any time by written consent of the member agencies. Any participating agency may terminate its participation in NCDTF under this MOU by delivering a written notice of termination to the other participating agencies.
- B. This MOU may be modified only in writing and must then be accepted by all signatory parties.
- C. Each police officer assigned to the NCDTF will continue to be considered an employee of his or her own agency. All salaries, overtime and benefits or other personnel cost will be the responsibility of each officer's own agency. Each participating agency will be obligated to pay Worker's Compensation/NYSGML Section 207C and any other legal or contractual benefits for its officers assigned to the NCDTF.
- D. Each participating agency may request information and input from the NCDTF supervisor pertaining to the job performance of its officers assigned to the NCDTF for the purpose of performance evaluation. The NCDTF supervisor will provide such information and input as requested.
- E. Each police party agrees to indemnify and hold harmless the other from and against any and all claims of any third parties for damages and expenses of whatsoever nature arising from, growing out of, or related to the other's performance or sole failure to perform during and pursuant to this agreement.

- F. The NCDTF is assigned NY03100N1 as an operating NCIC. This number is for the use of the NCDTF only.
- G. The NCDTF complies with the Office of Federal Financial Management Single Audit and the Office of Management and Budget Compliance Supplement Circular A-133. The NCDTF equitable sharing is reported by the Niagara County Treasurer's Office.

**X. SIGNATURES**

By executing this agreement, I hereby evidence my agency's agreement to abide by each of the terms of mutual commitment that have been outlined in this MOU for the NCDTF.

FOR THE NIAGARA COUNTY SHERIFF'S OFFICE:

\_\_\_\_\_  
*James R. Voutour*  
*Sheriff of Niagara County, New York*

\_\_\_\_\_  
*Date*

FOR THE CITY OF NIAGARA FALLS POLICE DEPARTMENT:

\_\_\_\_\_  
*E. Bryan DalPorto*  
*Superintendent*  
*Niagara Falls, New York*

\_\_\_\_\_  
*Date*

FOR THE CITY OF NORTH TONAWANDA POLICE DEPARTMENT:

\_\_\_\_\_  
*William R. Hall*  
*Chief*  
*North Tonawanda, New York*

\_\_\_\_\_  
*Date*

FOR THE CITY OF LOCKPORT POLICE DEPARTMENT:

\_\_\_\_\_  
*Lawrence Eggert*  
*Chief*  
*Lockport, New York*

\_\_\_\_\_  
*Date*

FOR THE NIAGARA COUNTY DISTRICT ATTORNEY'S OFFICE:

\_\_\_\_\_  
*Michael J. Violante*  
*Niagara County District Attorney*

\_\_\_\_\_  
*Date*

XVII

OCT 07 2014

September 16, 2014

Robert W. Welch  
Executive Assistant to Mayor  
216 Payne Avenue  
North Tonawanda, NY 14120

RECEIVED  
CITY CLERK'S OFFICE  
2014 SEP 17 PM 12:47  
NORTH TONAWANDA, N.Y.

Traffic Safety Minutes:

The September meeting of the North Tonawanda Traffic Safety Committee was called to order at 1900 hours. Roll call showed the following members present: J. Sikora, R. Frank, A. Vater, M. Lemke, E. Smolinski, M. Daigler, M. Anastasi, and A. DiBernardo. 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. Member Frank reported he is in the process of matching truck routs in the City with Maps handed out to trucks driving in the City. A map has been forwarded to engineering who will contact member Daigler with additional information.
2. Member Frank received a complaint from 432 Wheatfield Street on trucks using Wheatfield as a truck route. NTPD will patrol the area and enforce truck route being used.
3. Member Frank received a request from a concerned citizen to place a four way stop sign at the intersection of Miller and Carruthers Streets. The Committee discussed the request and does not recommend placing the requested sign.
4. The Committee discussed repainting white shoulder marking lines on Sweeney Street and Ruie Road. Motion Smolinski second Frank to repaint the white side marking lines along the shoulder on Sweeney Street and Ruie Road. Motion carried 8 to 0.
5. Member Smolinski reported on a section of railroad track located at Erie Avenue and NF Blvd. collapsing and causing a danger to vehicles. Member Daigler will contact CSX.

Meeting Adjourned at 1845 hours.

Respectfully Submitted,

Joseph D. Sikora, Chairman

~~XXV~~

OCT 07 2014

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	11	110.00
			<b>Sub-Total:</b>	<b>\$110.00</b>
A1603	Misc. Fees	Birth Certificates	41	410.00
		Death Certificates	112	1,120.00
		Deaths Recorded	18	0.00
		Free Birth Certificates	2	0.00
		Free Death Certificates	2	0.00
		Geneology Death	6	65.00
			<b>Sub-Total:</b>	<b>\$1,595.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Subdivision of Lot	2	200.00
			<b>Sub-Total:</b>	<b>\$250.00</b>
A2410	Minor Sales	Boathouse 2014	2	1,900.00
			<b>Sub-Total:</b>	<b>\$1,900.00</b>
A2501	Minor Sales	Solicitors Permit - Yearly	1	25.00
	Snowplow Permit	Snowplow Permit	1	25.00
			<b>Sub-Total:</b>	<b>\$50.00</b>
A2505	Marriage License Fee	Marriage License Fee	25	437.50
			<b>Sub-Total:</b>	<b>\$437.50</b>
A2506	Conservation	Conservation	27	621.16
			<b>Sub-Total:</b>	<b>\$621.16</b>
A2540	Racing & Wagering Fees	Bingo Proceeds	13	193.53
			<b>Sub-Total:</b>	<b>\$193.53</b>
A2542	Dog Licensing	Female, Spayed	102	612.00
		Female, Unspayed	6	72.00
		Male, Neutered	77	462.00
		Male, Unneutered	11	132.00
			<b>Sub-Total:</b>	<b>\$1,278.00</b>

**Total Local Shares Remitted: \$6,435.19**

Amount paid to: New York State Department of Health ..... 562.50  
 Amount paid to: NYS Ag. & Markets for spay/neuter program ..... 230.00  
 Amount paid to: NYS Environmental Conservation ..... 10,643.84

**Total State, County & Local Revenues: \$17,871.53**

**Total Non-Local Revenues: \$11,436.34**

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.

*Scott P. Leonard* · 10-1-2014  
 City Clerk-Treasurer Date



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



# Department of Police

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

**William R. Hall**  
Chief of Police

September 15, 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 August 2014.

Respectfully submitted,

William R. Hall  
Chief of Police

RECEIVED  
CITY CLERK'S OFFICE  
2014 SEP 15 PM 4 35  
NORTH TONAWANDA N.Y.

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

WRH/sd

<p><b>NORTH TONAWANDA POLICE DEPARTMENT</b>  <b>SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF AUGUST 2014</b></p>
---

CRIMINAL

Complaints received and investigated	172
Complaints cleared by arrest or exceptional clearance	106
Complaints ruled unfounded	0
Number of males arrested      under 18:      6      over 18:      38	44
Number of females arrested    under 18:      0      over 18:      16	16
Arrests for other authorities	7
Failure to Appear/Violation of Probation Warrant Arrests	39
Above complaints cleared by J.A.B.	9
Complaints cleared by J.A.B. from previous months	7

TRAFFIC

Traffic summonses issued	482
DWI arrests	15
Parking tags issued	132

MISCELLANEOUS

Miscellaneous service	2455
Incident reports	124
Vehicle accidents	51
Vehicle accidents (fatal)	0
Vehicle stops	576
Police escorts	44
Prisoner meals	79
911 Emergency calls	0
Mug shots taken	41
Fingerprints taken	41
Persons missing and located	5
Automobiles stolen	0
Automobiles recovered	1
Automobiles recovered for other authorities	0
Record check fees	\$ 135.00
Photocopy fees	\$ 26.50
Fingerprint fees	\$ -
Fines collected	\$ 20,350.00
Value of property damaged	\$ 272,483.00
Value of property stolen	\$ 50,714.95
Value of property recovered	\$ 13,931.01

Respectfully submitted,



William R. Hall  
 Chief of Police

WRH/sd

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF AUGUST 2014
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CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	0	0	
ALL OTHER OFFENSES	5	4	
ARSON	8	8	
BURGLARY	13	1	
COERCION	0	0	
CRIMINAL MISCHIEF	16	3	
CRIM POSS WEAPON	2	2	
DIS CON/HARASS	25	16	
DRUG OFFENSES	5	6	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	39	39	
FORGERY	1	0	
FRAUD (ID THEFT)	4	0	
LARCENY	41	10	
LEAVING THE SCENE	7	2	
MURDER	0	0	
RAPE	0	0	
ROBBERY	1	0	
SEXUAL OFFENSES	2	1	
SIMPLE ASSAULT	1	0	
STOLEN PROPERTY	2	2	
UNAUTH USE M/V	0	0	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		7	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		5	
TOTALS	172	106	0
# OF ABOVE COMPLAINTS CLEARED BY JAB		9	
# CLEARED BY JAB FROM PREV MONTHS		7	

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

SPEEDING	252
REDLIGHT VIO.	16
STOP SIGN VIO.	29
NO REGISTRATION	12
NO LICENSE	6
FAULTY EQUIPMENT	41
NO INSPECTION	31
FAILED TO YIELD RIGHT OF WAY	4
SEAT BELT VIO.	20
NO INSURANCE	4
LICENSE PLATE VIO.	2
IMPROPER TURN	8
DROVE ON LEFT OF PAVEMENT MARKINGS	4
FAILED TO KEEP RIGHT	2
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	3
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	2
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	1
MISCELLANEOUS	38

TOTAL 475

**TRAFFICE MISD.**

**#OF COMPLAINTS/ARRESTS**

DWI-----	12
OPERATING WHILE REG. SUSPENDED/REVOKED-----	6
AGGRAVATED UNLICENSED OPERATION 3 <sup>RD</sup> -----	16
AGGRAVATED UNLICENSED OPERATION 2 <sup>ND</sup> -----	3

**FELONIES**

AGGRAVATED UNLICENSED OPERATION 1 <sup>ST</sup> -----	2
DWI-----	3

**FINES:**

(CITY IMPOSED)-TRAFFIC+CRIMINAL:	\$ 16,260.00
PARKING TAGS:	\$ 4,090.00
TOTAL FINES	\$ 20,350.00

MUG SHOTS: 41      PARKING TAGS: 132      MEAL TICKETS: 79

XIV

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

OCT 07 2014

716-895-8582

October 1, 2014

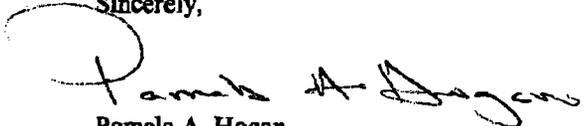
The Honorable Mayor Rob Ort  
And Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

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 September 2014

<b>Senior Center's Total Monthly Attendance</b>	<b>1,601</b>
Attorney	6
Club Activities & Programs	538
Club 99	113
Food Stamp Program	4
Information & Referral	16
N.T. Food Pantry Program	188
Nutrition Program	431
Pool Room	8
Shopping Program	20
Speakers	17
Special Events	260

Sincerely,

  
Pamela A. Hogan

NORTH TONAWANDA N.Y.  
2014 OCT - 1 PM 4 30  
CITY CLERK'S OFFICE  
RECEIVED

# Gratwick Hose Company, Inc.

CITY OF NORTH TONAWANDA FIRE DEPARTMENT  
110 WARD ROAD • NORTH TONAWANDA, NEW YORK 14120  
716-692-9675



19 September, 2014

Honorable Mayor and  
Common Council

Please remove the names of Kristen Brawn and Derek Wasielewski form the Fire Rolls, and add the names of Robert Derme and Zachary Wilson.

Thank you.

David A. Rogge

Membership Secretary

RECEIVED  
CITY CLERK'S OFFICE  
2014 SEP 19 PM 1:14  
NORTH TONAWANDA N.Y