

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

**FROM: Daniel R. Quinn, City Clerk-Treasurer**

**RE: Agenda for regular session TUESDAY, MAY 19, 2015 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 APRIL 15, 2015**

- 1) Legal Notice – Formal Bid for One (1) Ne 1500 GPM Class “A” Pumper – Fire Department

**PROOF OF PUBLICATION PUBLISHED APRIL 18, 2015**

- 1) Legal Notice – Formal Bid Erie Canal Kayak Launches Project – Engineering Department

**PROOF OF PUBLICATION PUBLISHED APRIL 27, 2015**

- 1) Legal Notice – Formal Bid Carnegie Art Center: Accessibility Improvement – Engineering Department

**PROOF OF PUBLICATION PUBLISHED APRIL 30, 2015**

- 1) Legal Notice – Formal Bid for Concrete Sidewalk and Curbing Repairs – Public Works Department

**PROOF OF PUBLICATION PUBLISHED MAY 2, 2015**

- 1) Legal Notice – Completion of 2015 Tentative Assessment Roll – Assessor’s Office

**COMMUNICATIONS FROM CITY OFFICIALS**

**City Historian Pete Trinkwalder - Re: Resignation as City Historian.**

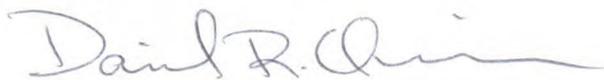
**I. Mayor - Re: Appointment of City Historian.**

- III. Clerk/Treasurer - Re: Bids for auctioned City Owned Equipment.
- IV. Engineer - Re: Award of contract for Carnegie Art Center Accessibility Improvements.
- VI. Wastewater Treatment Plant - Re: Sale of used Gas Chromatography Lab Equipment.
- VII. Accountant - Re: Payment of the Abstract of Claims dated May 19, 2015.
- XXV. Monthly Reports
  - 1. Clerk/Treasurer 2. Youth Center
- XXXII. Community Development - Re: LCDC Commercial Property Marketing Agreement.

**COMMUNICATIONS FROM OTHERS**

- A. John Jacobs  
Paul R. Drabinski - Re: Appointment as Commissioner of Deeds for the City of North Tonawanda.
- B. David Conti - Re: Extension of leave of absence from position as Wastewater Treatment Plant Operator.

Respectfully submitted,



Daniel R. Quinn  
City Clerk-Treasurer

MAY 19 2015

STATE OF NEW YORK  
NIAGARA 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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 142717 was printed and published in said paper on the following dates:

04/15/2015

*Linda Elliott*  
Principal Clerk

Subscribed and sworn to before me this  
*4-16-15*

*Teresa L. McCarthy*  
Teresa L. McCarthy 02/26/2018

Notary Public Expiration Date

Teresa L. McCarthy  
Notary Public, State of New York  
No. 01MC4962698  
Qualified in Niagara County *2018*  
Commission Expires Feb. 26, \_\_\_\_\_

**CITY OF NORTH TONAWANDA  
FIRE DEPARTMENT  
1500 GPM CLASS "A" FIRE PUMPER**

Proposals in sealed envelopes, marked "Formal Bid for One (1) New 1500 GPM Class "A" Pumper for the City of North Tonawanda Fire Department, addressed to the City Clerk 216 Payne Avenue North Tonawanda, NY 14120 will be received until 11:00 AM local time, April 27, 2015.

Specifications may be obtained at North Tonawanda City Clerk's Office in City Hall 216 Payne Avenue North Tonawanda, NY 14120 or Fire Headquarters 495 Zimmerman Street North Tonawanda, NY 14120

A certified check, bid bond, or cash in an amount of not less than five percent (5%) of the base bid, must accompany each proposal.

A non-collusion certificate must be signed and submitted by each bidder. No bidder may withdraw his bid within sixty (60) days after the actual opening thereof.

John C. Lapham Fire Chief

#N142717 Publish: April 15, 2015

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

MAY 19 2015

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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 143037 was printed and published in said paper on the following dates:

04/18/2015

*Linda Elliott*  
Principal Clerk

Subscribed and sworn to before me this

Teresa L. McCarthy      02/26/2018

-----  
Notary Public              Expiration Date

Teresa L. McCarthy  
Notary Public, State of New York  
No. 01MC4962698  
Qualified in Niagara County  
Commission Expires Feb. 26, 2018

MAY 19 2015

STATE OF NEW YORK  
NIAGARA 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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid,  
and that the annexed printed legal # 143631  
was printed and published in said paper on the following dates:

04/27/2015

*Linda Elliott*  
Principal Clerk

Subscribed and sworn to before me this  
*5-1-15*

*Teresa L. McCarthy*

Teresa L. McCarthy 02/26/2018

Notary Public                  Expiration Date

**Teresa L. McCarthy**  
Notary Public, State of New York  
No. 01MC4962698  
Qualified in Niagara County  
Commission Expires Feb. 26, *2018*

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

MAY 19 2015

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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 143851 was printed and published in said paper on the following dates:

04/30/2015

*Linda Elliott*  
Principal Clerk

Subscribed and sworn to before me this  
5-4-15

*Teresa L. McCarthy*  
Teresa L. McCarthy      02/26/2018  
Notary Public                  Expiration Date

**Teresa L. McCarthy**  
Notary Public, State of New York  
No. 01MC4962698  
Qualified in Niagara County 2018  
Commission Expires Feb. 26, \_\_\_\_\_

**CITY OF NORTH TONAWANDA  
DEPARTMENT OF PUBLIC WORKS**

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BIDS FOR CONCRETE SIDEWALK AND CURBING REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS, CITY OF NORTH TONAWANDA", addressed to the City Clerk, City Hall, 216 Payne Avenue, North Tonawanda, New York, 14120, will be received until 11:00 A.M. local time, Monday, May 18, 2015 at which time they will be publicly opened.

Proposals and specifications may be obtained at the Public Works Department Garage, 758 Erie Avenue, North Tonawanda, New York.

A certified check, bid bond, or cash in the amount of ten percent (10%) of the total must accompany each proposal.

The City of North Tonawanda reserves the right to waive any informalities in and/or reject any or all bids submitted.

A non-collusion certificate must be signed and submitted by each bidder.

No bidder may withdraw his bid within thirty (30) days after the actual opening thereof.

Daniel R. Quinn  
City Clerk/Treasurer

Publish: Thursday, April 30, 2105

Bradley A. Rowles  
Superintendent of Public Works

#N143851                  Publish: April 30, 2015

**AFFIDAVIT OF PUBLICATION**

**MAY 19 2015**

State of New York

County of ERIE

JOE Miletello

being duly sworn, deposes and says that he/she is the  
Sales Rep

of Community Papers of Western New York, weekly  
newspapers published in contiguous editions covering  
households in ERIE / NIAGARA County,

State of New York and that a notice of which the  
annexed is a true copy was published in said newspaper

on the following dates:

5/2/15 North Tonawanda  
(date) Edition(s)

.....  
(date) Edition(s)

.....  
(date) Edition(s)

Sign: [Signature]  
(Authorized Signature)

Sworn to before me, this 4th day of  
May, 2015

Marcy AS...  
Notary Public

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY -5 AM 10:19  
NORTH TONAWANDA N.Y.

**MARCY A. SKORSKI**  
Notary Public, State of New York  
No. 01818301135  
Qualified in Erie County  
My Commission Expires April 14, 2018

MAY 19 2015

252 Niagara Street  
North Tonawanda, NY 14120  
May 8, 2015

Mayor Arthur Pappas  
216 Payne Avenue  
North Tonawanda, New York 14120

Sir;

I would like to submit my resignation as City Historian North Tonawanda, NY. I have served in this position under three mayors and it has been an honor. As I have previously stated to you, I am willing to further serve our city in any capacity. I remain interested in the history of our city.

As you know, I have become a part time resident of our city and feel that the City Historian should be more available.

Sincerely,



Peter Trinkwalder

NORTH TONAWANDA NY

2015 MAY 13 PM 12: 25

CITY CLERK'S OFFICE  
RECEIVED

RECEIVED  
MAY 08 2015  
BY: \_\_\_\_\_

I:  
MAY 19 2015

# Office of the Mayor

ARTHUR G. PAPPAS

May 11, 2015

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

RE: City Historian

Dear Honorable Body:

Please be advised that I am appointing Joseph Midura, 115 10<sup>th</sup> Avenue, North Tonawanda, NY 14120, to be City Historian, effective May 22, 2015, for a term which expires on December 31, 2015.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas  
Mayor

NORTH TONAWANDA, NY

2015 MAY 13 PM 12:25

CITY CLERK'S OFFICE  
RECEIVED

# City of North Tonawanda

DANIEL R. QUINN  
City Clerk-Treasurer  
danquinn@northtonawanda.org

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

OFFICE OF THE CITY CLERK - TREASURER  
VITAL STATISTICS  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120

MAY 19 2015

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

May 13, 2015

Mayor and Common Council  
216 Payne Avenue  
North Tonawanda NY 14120

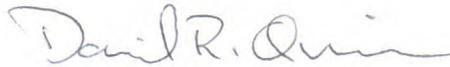
Re: Approval of high bids for items auctioned with Auctions International

Dear Honorable Body:

Upon the conclusion of the auctioning of City owned equipment with Auctions International from April 20, 2015 to May 4, 2015, I would ask the Council to approve the high bid for the 7 items listed below.

<u>Item</u>	<u>High Bid</u>
1. 1987 GMC Sierra 1500 pickup (not working)	\$355.00
2. 1987 GMC Sierra pickup (not working)	\$450.00
3. 1990 Chevy 1500 pickup (not working)	\$410.00
4. Cushman Front Line Rotary Mower (not working)	\$600.00
5. Turf Pro 84 Toro (not working)	\$62.50
6. Truckster (working)	\$672.00
7. Cushman Topdresser	\$125.00

Respectfully,



Daniel R. Quinn  
Clerk-Treasurer



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

*IV.*  
 MAY 19 2015

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

May 14, 2015

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

**Re: Carnegie Art Center – Accessibility Improvements**  
**Project No. 2014-10**  
**City of North Tonawanda, Niagara County**  
**Award of Construction Contract**

Dear Honorable Body:

On May 14, 2015, bids were received and opened by the City Clerk for the Carnegie Art Center – Accessibility Improvements. The bid results were as follows:

Bidder	Base Bid	Add Alt. #1	Add Alt. # 2	Deduct Alt. #3
Nichter Construction Co., Inc.	\$294,000	\$3,100	\$7,000	\$9,000
Spicer Group	\$295,000	\$8,371	\$11,291	\$7,846
Telco Construction Co., Inc.	\$317,700	\$11,370	\$10,700	\$7,750
Sicoli Construction Services	\$326,000	\$8,470	\$8,500	\$7,050
Picone Construction Corp.	\$328,600	\$9,400	\$7,700	\$8,500

The City's consultant, Flynn Battaglia Architects, P.C., has reviewed the bids, checked the contractor's references and is recommending award of contract.

Accordingly, I respectfully request that the Common Council award the Carnegie Art Center Accessibility Improvements to Nichter Construction Co., Inc., 30 Wildwood Dr. Lancaster, NY 14086, at their low bid amount of \$288,100; which includes Alternate #1 for the West Vestibule Plaster; and deducts Alternate #3 for the Storefront New entry Vestibule; authorizing the Mayor to sign said contract subject to review by the City Attorney.

Very truly yours,

Dale W. Marshall, P.E.  
 City Engineer

DWM:dwm

Cc: file  
 Shawn P. Nickerson, City Attorney  
 Michael Zimmerman, Dir. of Community Development  
 Amanda Reimer, Asst. City Accountant  
 Michael E. Lennon, AIA, LEED AP, Flynn Battaglia Architects, P.C.

NORTH TONAWANDA NY  
 2015 MAY 14 PM 3:05  
 CITY CLERK OFFICE  
 RECEIVED

VI

MAY 19 2015

**CITY OF NORTH TONAWANDA WATER WORKS  
WASTEWATER DIVISION**

830 RIVER ROAD  
NORTH TONAWANDA, NEW YORK 14120  
PHONE: (716) 695 - 8560  
FAX: (716) 695 - 8563

**David A. Scott**  
*Superintendent*

**Don Alesse**  
*Chief Operator*

**Kelley Williams**  
*Maintenance Supervisor*

**William M. Davignon**  
*Lab Director / Chemist*



May 04, 2015

Honorable Mayor Arthur G. Pappas  
And Common Council  
216 Payne Avenue  
North Tonawanda, New York

RE: Selling of used Gas Chromatography Lab Equipment

Honorable Mayor:

As of 1/1/15 the company we purchased our Gas Chromatograph, O. I. Analytical, would no longer offer us a service contract because of the age of the Chromatograph. The cost of the contract was \$10,650 a year.

We used the G.C. to analyze Waste Haulers that wanted to dump their waste at the plant. It would give us quick results and we would either accept the waste or refuse it if it did not meet our Sewer Ordinance regulations. Last year we had a total of two haulers. We also use the G.C. around twenty times a year for in house testing.

Sanitary Chemist Bill Davignon did some research on the cost of a new G.C. The cost would be \$80,000 – \$100,000. Bill decided to look into sending our samples to an independent lab. He found out we could get all of our sampling done at Test America for \$2,550 a year. Obviously, it was the most cost effective way to go.

Bill looked around for a buyer of our G.C. and found Gen Tech Scientific would purchase it for \$6,500.

I am asking for your permission to sign a purchase offer to sell the G.C. to Gen Tech for \$6,500 with the City Attorney's approval.

Sincerely,

David Scott  
Superintendent Water/Wastewater

NORTH TONAWANDA, N.Y.

2015 MAY 13 PM 12:25

CITY CLERK'S OFFICE

Cc: City Attorney/ Shawn Nickerson

CITY OF NORTH TONAWANDA WATER WORKS  
**WASTEWATER DIVISION**  
830 RIVER ROAD  
NORTH TONAWANDA, NEW YORK 14120  
PHONE: (716) 695 - 8560  
FAX: (716) 695 - 8563

**David A. Scott**  
*Superintendent*



**Don Alesse**  
*Chief Operator*

**Kelley J. Williams**  
*Maintenance Supervisor*

**William M. Davignon**  
*Lab Director / Chemist*

April 21, 2015

**MEMO**

**TO:** Dave Scott, Superintendent  
**FROM:** Bill Davignon, Lab Director / Chemist  
**RE:** **Selling of Used Gas Chromatography Lab Equipment.**

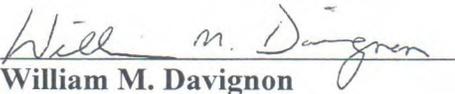
As of 1/1/15 the NTWWTP Lab no longer performs Gas Chromatography analysis. This was due to the fact that our equipment was 11 years old and the company that we purchased the equipment from would no longer provide a service contract due to its age. After reviewing the cost of new equipment (estimated \$80,000 - \$100,000) we decided that it was too costly. Therefore, we have decided to sell this used equipment.

This equipment is very unique and is used for highly specialized testing. Therefore, I only contacted companies that I knew would possibly be interested in purchasing this type of used Lab Equipment which included the company we originally purchased the equipment from, O.I. Analytical and GenTech Scientific. GenTech submitted the lone bid of \$6,500. (see attached documents).

I am asking for permission to sell the above mentioned used Lab Equipment to GenTech Scientific for \$6,500. If you agree with this, please advise me as to the proper procedure as per the City Policy to complete this transaction.

Thank you for your consideration of my request.

Sincerely,

  
**William M. Davignon**  
Lab Director / Chemist

[Print](#)

[Close](#)

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## RE: NTWWTP - Complete GC Unit.

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From: [tracie@gentechscientific.com](mailto:tracie@gentechscientific.com) (tracie@gentechscientific.com)

Sent: Mon 3/23/15 2:09 PM

To: Bill Davignon ([wmd\\_ntwwtp@live.com](mailto:wmd_ntwwtp@live.com))

Bill,

Thanks again for the photos, we can offer you \$6500 for the system and we will come up, de-install it and put it in our vehicle-no labor or packing on your part at all.

If you need a formal bid I can do one of those as well. Let me know.

Thank you!

Tracie Brombos

VP Operations

GenTech Scientific, Inc.

585.492.1068

[Tracie@GenTechScientific.com](mailto:Tracie@GenTechScientific.com)

[www.GenTechScientific.com](http://www.GenTechScientific.com)

One (1) Year Warranty on  
GenTech Certified Instruments

[Print](#)[Close](#)

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**RE: NTWWTP: selling our GC equipment.**

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From: **Toschlog, Doug - Xylem** (Doug.Toschlog@Xyleminc.com)

Sent: Fri 4/10/15 12:53 PM

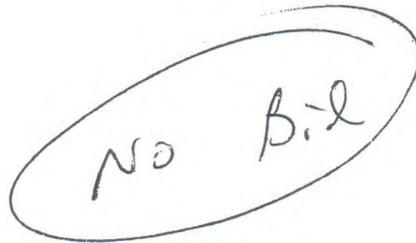
To: Bill Davignon (wmd\_ntwwtp@live.com)

Hi Bill,

Thanks for thinking about us. Unfortunately, we do not have a need for the equipment. Are you replacing it, or getting out of the volatiles business?

Thank you,

Doug



No Bill

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**From:** Bill Davignon [mailto:wmd\_ntwwtp@live.com]

**Sent:** Friday, April 10, 2015 7:05 AM

**To:** Toschlog, Doug - Xylem

**Cc:** Moore, Jennifer - Xylem

**Subject:** NTWWTP: selling our GC equipment.

**Doug,**

I'm not sure who to contact at O.I. about this, so I figured I would start with you. The North Tonawanda WWTP is no longer using it's GC, PID/ELCD, Purge & Trap and Auto-sampler equipment. Would O.I. be interested in buying this used equipment from us? This equipment is 10 - 11 yrs old and has been serviced bi-annually by O.I. since its purchase. Therefore, you know it's in good working condition and has been well maintained.

We already have one local company interested in purchasing it, but, because of my long-standing relationship with O.I., I wanted to give you the opportunity to purchase this used equipment if you are interested.



GenTech Scientific, Inc.  
www.GenTechScientific.com  
23 Mill St, Arcade, NY 14009  
Phone: 585.492.1068 Fax: 585.492.0383  
Email: Sales@GenTechScientific.com

## PURCHASE OFFER

Expires: May 21, 2015

**SELLER:** William Davignon  
North Tonawanda WWTP  
830 River Rd.  
North Tonawanda, NY 14120  
Phone: 716-695-8560, ext. 815  
Email: wmd\_ntwwtp@live.com

**PURCHASER:** Tracie Brombos  
Phone: 585-492-1068  
Tracie@GenTechScientific.com

**SIGNATURE:** Tracie Brombos  
**DATE:** 4/24/15

**QUOTATION #:** NTWWTP042115-Offer

Reviewed by \_\_\_\_\_

Qty.	Description	Price (USD)
1	<b>Complete Agilent 6890 GC System</b> Includes PID/ELCD, OI Eclipse Purge & Trap, and Archon Autosampler.	
<b>NOTE:</b> GenTech will pick up the system at your facility. De-installation and packaging of the system is also included.		
	<b>TOTAL OFFER</b>	<b>\$6,500</b>

I accept this Offer. Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# MEMO

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

TO - David A. Scott, Superintendent, Water/WWTP ✓

DATE - May 7, 2015

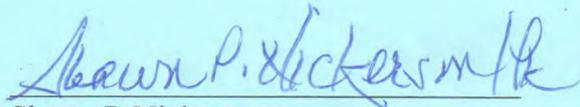
RE: -

FROM - CITY ATTORNEY

Selling a Piece of Lab  
Equipment

I have reviewed the information that you provided regarding the sale of your gas chromatography lab equipment to GenTech Scientific for \$6,500.00. The sale appears to be appropriate to me, but any sale of equipment must be approved by resolution of the common council, at one of their common council meetings.

Should you have any questions, please do not hesitate to call this office.



Shawn P. Nickerson  
City Attorney

SPN/ik  
Att.

cc: Daniel R. Quinn, City Clerk-Treasurer

NORTH TONAWANDA, N.Y.

2015 MAY 12 AM 11:13

CITY CLERK'S OFFICE  
RECEIVED



# City of North Tonawanda

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

XII

MAY 19 2015

MARK W. DOTTERWEICH  
CITY ACCOUNTANT

AMANDA L. REIMER  
STAFF ACCOUNTANT

TELEPHONE  
(716) 695-8545

FAX  
(716) 695-8573

May 14, 2015

Honorable Arthur G. Pappas, 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 **May 19, 2015**, 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

XXV. 1  
MAY 19 2015

DANIEL R. QUINN  
City Clerk-Treasurer  
danquinn@northtonawanda.org

OFFICE OF THE CITY CLERK - TREASURER  
VITAL STATISTICS  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120

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

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

5/11/2015

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 April 2015.

## General Fund

Balance Fwd - Checking	442,358.29
Balance Fwd - Money Market	2,736,300.46
Investments Matured	0.00
Receipts for the month	12,548,447.21
Investments	0.00
Warrants Drawn	(2,090,772.82)
	<u>\$13,636,333.14</u>

## Sewer Fund

Balance Fwd - Checking	176,328.32
Balance Fwd - Money Market	1,534,993.68
Investments Matured	0.00
Receipts for the month	63,221.57
Investments	0.00
Warrants Drawn	(316,052.75)
	<u>\$1,458,490.82</u>

## Water Fund

Balance Fwd - Checking	139,602.64
Balance Fwd - Money Market	2,235,923.63
Investments Matured	0.00
Receipts for the month	41,211.18
Investments	0.00
Warrants Drawn	(169,933.76)
	<u>\$2,246,803.69</u>

NORTH TONAWANDA N.Y.

2015 MAY 12 AM 8:20

CITY CLERK'S OFFICE

RECEIVED

## Trust & Agency Fund

Balance Fwd - Checking	412,072.16
Receipts for the month	145,240.25
Warrants Drawn	(87,165.91)
	<hr/>
	\$470,146.50

## Capital Construction Fund

Balance Fwd - Checking	669,745.17
Balance Fwd - Money Market	509,251.64
Investments Matured	0.00
Receipts for the month	25.95
Investments	0.00
Warrants Drawn	(60,669.61)
	<hr/>
	\$1,118,353.15

## Community Development Fund

Balance Fwd - Checking	342,846.99
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$342,846.99

## Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	217,200.00
Warrants Drawn	(217,200.00)
	<hr/>
	\$0.00

## Housing Rehabilitation Fund

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

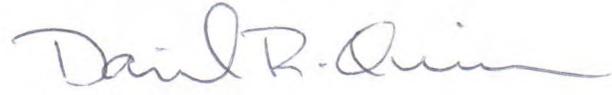
## Home Rehabilitation Fund

Balance Fwd	41,303.06
Receipts for the month	0.00
Warrants Drawn	(109.50)
	<hr/>
	\$41,193.56

## Section 108 Fund

Balance Fwd	10,010.62
Receipts for the month	908.97
Warrants Drawn	0.00
	<hr/>
	\$10,919.59

Respectfully submitted,



Daniel R. Quinn  
City Clerk - Treasurer

cc: M. Dotterweich

~~XXXX~~  
MAY 19 2015

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	12	110.00
			<b>Sub-Total:</b>	<b>\$110.00</b>
A1603	Misc. Fees	Birth Certificates	52	520.00
		Death Certificates	108	1,080.00
		Deaths Recorded	14	0.00
		Geneology Death	5	55.00
		Miscellaneous	1	11.00
			<b>Sub-Total:</b>	<b>\$1,666.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
		Planning - Rezoning	1	100.00
			<b>Sub-Total:</b>	<b>\$200.00</b>
A2501	Minor Sales	Solicitors Permit - Yearly	2	50.00
			<b>Sub-Total:</b>	<b>\$50.00</b>
A2505	Marriage License Fee	Marriage License Fee	18	315.00
			<b>Sub-Total:</b>	<b>\$315.00</b>
A2506	Conservation	Conservation	20	47.18
			<b>Sub-Total:</b>	<b>\$47.18</b>
A2540	Racing & Wagering Fees	Bingo Proceeds	12	201.18
			<b>Sub-Total:</b>	<b>\$201.18</b>
A2542	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	98	588.00
		Female, Unspayed	3	36.00
		Male, Neutered	93	558.00
		Male, Unneutered	8	96.00
		Replacement Tags	1	3.00
			<b>Sub-Total:</b>	<b>\$1,281.00</b>

**Total Local Shares Remitted: \$3,870.36**

Amount paid to: New York State Department of Health ..... 405.00  
Amount paid to: NYS Ag. & Markets for spay/neuter program ..... 224.00  
Amount paid to: NYS Environmental Conservation ..... 806.82

**Total State, County & Local Revenues: \$5,306.18**

**Total Non-Local Revenues: \$1,435.82**

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.

NORTH TONAWANDA N.Y.  
2015 MAY - 6 PM 1:39  
CITY CLERK'S OFFICE  
RECEIVED

*David R. Quinn* 5/6/15  
City Clerk-Treasurer Date

XXV 2

MAY 19 2015



**NORTH TONAWANDA**  
**Department of Youth, Recreation & Parks**

500 Wheatfield St.  
North Tonawanda, New York 14120  
Phone (716) 695-8520  
Fax (716) 695-8533

Patricia Brosius, Director

May 6, 2015

The Honorable Mayor Art Pappas  
And Common Council  
216 Payne Ave  
North Tonawanda, NY 14120

Ladies and Gentleman:

The following information is submitted for your perusal concerning participants in various programs offered at the Youth Center for the month of April 2015.

**Total Attendance:**

Unduplicated: 410    Duplicated: 1,621    # Days Open: 23    Avg/day: 70 kids/day

**1. Recreational/Social Activities**

(Dance Class, Cheerleading Class, Nerf Wars, Saturday Game Show, DJ Karaoke Night, Middle of the Week Movie Night, Dance Fitness, Dodgeball League)

Unduplicated: 162    Duplicated: 759

**2. Educational Programs**

(Tutoring, Video Club, Science Club, Girl Power, Storybook Adventure)

Unduplicated: 73    Duplicated: 163

**3. Service Programs**

None

Note: Listed below are open programs where attendance is not accounted for as part of the three categories listed above. (Kids who participate in these activities are accounted for as part of the total attendance however).

- Gym programs (open gym, sport of the day)
- Video Games/Computer Lab,
- Table Games (Billiards, Air Hockey, Table Tennis, Foosball, Lounge Area)
- Arts & Crafts

**LUMBER CITY**  
DEVELOPMENT CORPORATION

*Your Partner in Success*

XXXII.

MAY 19 2015

May 7<sup>th</sup>, 2015

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

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY 13 PM 12: 25  
NORTH TONAWANDA, NY

Re: Lumber City Development Corporation Commercial Property Marketing Agreement

Honorable Body;

As you are aware, in December 2014 the City and Lumber City Development Corporation (LCDC) entered into a commercial property marketing agreement allowing LCDC to marketing and incentivize the sale and redevelopment of select City-owned commercial properties at the direction of the City Common Council. At this time I would like to present the following seven parcels for review and discussion:

- 1) 664 Oliver Street – 3,260 sq. ft., current assessment: \$39,000
- 2) 653 Oliver Street – 3,128 sq. ft., current assessment: \$52,000
- 3) 301 Payne Avenue – 4,763 sq. ft., current assessment: \$94,000
- 4) Buffalo Bolt Lot #4 – 3.18 acres
- 5) Buffalo Bolt Lot #5 – 2.09 acres
- 6) Buffalo Bolt Lot #8 – 3.04 acres
- 7) 795 Walck Road – 1.4 acres, current assessment: \$100,000

Properties #1, 2, and 3 above are tax foreclosures currently listed to be auctioned in the upcoming City property auction. LCDC is concerned that if auctioned these properties could continue to be neglected and continue to blight the community. Pursuant to the agreement, LCDC would like the Council to consider withdrawing these properties from the upcoming auction.

Properties # 4, 5, and 6 above (collectively “Buffalo Bolt”) represent approximately 8 acres of developable industrial property and the only remaining property available within Buffalo Bolt Business Park. Given numerous advantages, including: the very limited supply of developable industrial property in North Tonawanda, the shovel-ready status of the property, and the Buffalo-Niagara region’s very low industrial vacancy rate, LCDC believes Buffalo Bolt will be desirable and highly marketable to new or growing industrial businesses. Enclosed is a draft real estate listing agreement provided by Hunt Commercial Real Estate for your review.

Property #7 above is commonly referred to as the "Quonset Hut" at 795 Walck Road. This small commercial/industrial property is currently used by the City for storage. If the City has adequate storage available elsewhere this property could be attractive for development. Though small, it is highly visible and located at the high traffic intersections on Erie Avenue, Walck Road, and Zimmerman Road. Further input for the Superintendent of Public Works is required.

Enclosed please find a copy of the Commercial Property Marketing Agreement, a draft exclusive listing agreement for Buffalo Bolt, and property profiles for each of the properties for your review.

I appreciate your time and consideration in this matter.

Kindest regards,



Michael Zimmerman  
Executive Director

Enclosed:        Commercial Property Marketing Agreement  
                      DRAFT Exclusive Listing Agreement  
                      Property Profiles #1 - 7

## **AGREEMENT**

**AGREEMENT** between the City of North Tonawanda, New York, a municipal corporation organized under the laws of New York State, hereinafter referred to as "City"; and

Lumber City Development Corporation, North Tonawanda, New York, hereinafter referred to as "LCDC".

**WHEREAS** the City desires to bring more companies and organizations to North Tonawanda to expand business, and

**WHEREAS** there are a number of foreclosed or underutilized commercial properties within the City that could provide real estate to said businesses and organizations, and

**WHEREAS** as the City's leading Development Corporation, LCDC would provide a much needed service in assisting in revitalizing these properties.

**NOW THEREFORE** in light of the consideration set forth herein it is agreed as follows:

1. The City shall select a number of City-owned foreclosed or underutilized commercial properties within the City to be marketed by LCDC. The City shall direct LCDC as to the preferred reuse of each property selected and a minimum sales price for each property. The selection of these parcels will be done in cooperation with City Department Heads.
2. Each property selected shall be given a designated period of time by the City for revitalization under this agreement. During this time period, the City agrees to not auction or transfer the property unless approved in writing by LCDC. Approval shall not be unreasonably withheld by LCDC.
3. The selected list of properties, preferred reuse, minimum sale price and designated time set by the City shall be provided in writing to LCDC.
4. During the term of this agreement, LCDC will market, promote and incentivize the sale and redevelopment of the selected properties. LCDC will be provided access to each property as well as the right to market and promote each property through websites, print media and commercial listings. LCDC access to selected properties will be monitored by the City Building Inspector.
5. Under this agreement, LCDC may perform environmental studies and testing for each selected property, as well as any other market studies, pro formas, and re-use analyses LCDC deems necessary. All studies shall be paid for by LCDC.
6. LCDC will develop and market incentive packages for each property. In the event of an offer to buy one of the selected properties, LCDC, in consultation with the City Common Council and City Attorney, will assist in the negotiation of the sale of said selected property.
7. All activity under this agreement will be at the direction of the City Common Council. LCDC will meet with the Common Council regularly to update the status of activity under this agreement.

8. Each party agrees to defend and indemnify the other, their officers and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the ownership, or the negligent work and/or service performed by a party, under this contract to the extent and in proportion to the extent of its negligent acts or omissions.

LCDC by agreeing to defend the City as set forth above, agrees that if the City receives a claim, complaint, or is sued pertaining to LCDC's work, acts or services under this contract; then LCDC agrees to pay all attorney fees and expenses; the selection of such attorney to represent the City shall be the sole and exclusive determination of the City.

9. LCDC shall provide the City with proper insurance, including a certificate naming the City as an additional insured.
10. The term of this agreement shall be for a five year term beginning on December 17, 2014 and ending on December 16, 2019. Each party may terminate this agreement at any time upon 30 days written notice to the other party.
11. LCDC does not have the right to assign this agreement to any party without written approval of the City.
12. Any violation of any term of this agreement by either party shall constitute a breach of this agreement and the other party shall have the right to cancel said agreement.

SEAL

Handwritten signature of Robert G. Ortt in cursive, with a circled 'RA' to the right.

Robert G. Ortt, Mayor  
City of North Tonawanda

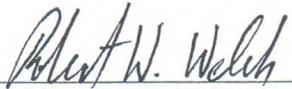
Handwritten signature of Michael Zimmerman in cursive.

Michael Zimmerman, Director  
Lumber City Development Corporation

STATE OF NEW YORK )  
COUNTY OF NIAGARA )  
CITY OF NORTH TONAWANDA )

ss.:

On this 17<sup>th</sup> day of December, 2014, before me personally came **ROBERT G. ORTT**, to me personally known, who being by me duly sworn, did depose and say that he is the Mayor of the City of North Tonawanda, New York, the corporation described in and which executed the above Instrument; that he knows the corporate seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Common Council of the City of North Tonawanda, New York, and that he signed his name thereto by like order.



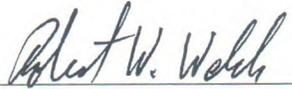
Notary Public

**ROBERT W. WELCH**  
Notary Public, State of New York  
No. 01WE5071879  
Qualified in Erie County  
My Commission Expires January 21, 2015

STATE OF NEW YORK )  
COUNTY OF NIAGARA )  
CITY OF NORTH TONAWANDA )

ss.:

On this 17<sup>th</sup> day of December, 2014, before me personally came **MICHAEL ZIMMERMAN**, Director of the Lumber City Development Corporation, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.



Notary Public

**ROBERT W. WELCH**  
Notary Public, State of New York  
No. 01WE5071879  
Qualified in Erie County  
My Commission Expires January 21, 2015

## EXCLUSIVE LISTING AGREEMENT

### I. AGENCY

**CITY OF NORTH TONAWANDA** ("OWNER") hereby authorizes HUNT COMMERCIAL REAL ESTATE CORPORATION OF BUFFALO, NY, 403 Main Street, Suite 105, Buffalo, New York 14203 ("HUNT") to offer for sale, exchange, option, lease, or any other tenancy, the real property owned by **CITY OF NORTH TONAWANDA** and situated at 84 East Avenue, North Tonawanda SBL#181.120-0010-014.110 ("Premises"). **CITY OF NORTH TONAWANDA** grants to HUNT, for a term of one year, from June 1, 2015 to expire at midnight May 31, 2016 the sole and exclusive right and privilege:

To Sell or Exchange the Premises:

\$5,000.00 per acre cash at closing

The above prices and terms are for purposes of offering the premises to prospects. **CITY OF NORTH TONAWANDA** may accept any price or terms and whatever prices or terms are accepted are subject to the Exclusive Listing Agreement conditions indicated herein.

**CITY OF NORTH TONAWANDA** agrees to pay HUNT a brokerage fee, as specified below, providing said property is leased, sold, optioned or exchanged, whether such lease, sale, option or exchange is made by HUNT, by **CITY OF NORTH TONAWANDA**, by any other cooperating agent, or anyone else. In the case of a lease, such brokerage fees are applicable to all leases or other tenancies for the original base term, any renewals or option extensions of such terms, or any month-to-month lease extensions, as such extensions are exercised.

### II. BROKERAGE FEE SCHEDULE:

Commission fee structures as described in the following paragraphs A. through D. will be calculated as if the property per attached survey/site plan was sold /closed at a price of \$15,000 per acre. Should property be sold/closed at a price greater than \$15,000 per acre then commission fee shall be calculated based on that greater sale price.

- A. Upon sale or exchange of whole or part of the Premises, HUNT is to receive a fee of ten percent (10%) of the contract sale price, in cash, at the time title is transferred.

## EXCLUSIVE LISTING AGREEMENT

Buffalo Bolt Business Park

Page 2

- B. In the event of a lease of whole or part of the Premises, HUNT is to receive a fee of ten percent (10%) of the aggregate fixed minimum rent for all lease years.
- C. In the event a cooperating broker shall sell or lease space, the commission shall be ten percent (10%) of the contract sale price or contract rental of which amount five percent (5%) shall be paid to the cooperating broker and five percent (5%) shall be paid to HUNT.
- D. In the event that **CITY OF NORTH TONAWANDA** executes any instrument (such as an option to purchase, exchange or lease the whole or part of Premises, or a contract of sale) which stipulates non-refundable deposits, **CITY OF NORTH TONAWANDA** shall pay HUNT, upon execution of such an instrument, ten percent (10%) of any non-refundable moneys. Upon closing of any sale or exchange or upon execution of any lease pursuant to such an instrument, HUNT shall be paid a brokerage fee as provided in Paragraphs A, B or C above, as the case may be.

In the event that such instrument referred to in the preceding paragraph provides only a refundable deposit, HUNT shall be paid a brokerage fee, not at the time of execution of the instrument, but upon the closing of a sale or execution of a lease, as provided in Paragraphs A, B or C above, as the case may be. However, in the event that HUNT is paid such a fee by **CITY OF NORTH TONAWANDA** for such non-refundable deposits, a related purchase, exchange or lease subsequently closes, and such non-refundable deposits are credited toward the price of the purchase, exchange, or lease, then **CITY OF NORTH TONAWANDA** will receive credit from HUNT, equal to that fee, toward the fees otherwise due (as described herein) HUNT for such closing of the related purchase, exchange or lease.

### III. OTHER TERMS

- A. This Agreement shall be binding upon the parties and/or their respective heirs and assigns, including the heirs and assigns of any underlying agreements to which reference is made in this Agreement.
- B. The above fee rate and payment schedule is similarly applicable to subsequent leases or sales or exchanges or options, or for extensions of time or space, for these Premises between **CITY OF NORTH TONAWANDA** and prospects to whom HUNT has offered the Premises with respect to these Premises or others under title to or legal control of **CITY OF NORTH TONAWANDA**.

EXCLUSIVE LISTING AGREEMENT

Buffalo Bolt Business Park

Page 3

- C. Should **CITY OF NORTH TONAWANDA** contract to lease, sell, option or exchange the Premises within 12 months after the above expiration date to a prospect to whom the property was offered during the term of this listing agreement, **CITY OF NORTH TONAWANDA** further agrees to pay HUNT a full commission at the same rate of brokerage fee as indicated above.

For the purposes of this Agreement, offering the Premises will be established:

1. By HUNT contacting a prospect in writing during the term or extensions of this Agreement, or
  2. By HUNT showing the Premises to a prospect during the term or extensions of this Agreement, or
  3. By HUNT describing in writing to **CITY OF NORTH TONAWANDA**, contact with a prospect during the term or extensions of this Agreement, or
  4. By **CITY OF NORTH TONAWANDA** engaging in discussions with any prospect during the term of this Agreement.
- D. **CITY OF NORTH TONAWANDA** and HUNT agree that in the event the ownership of the Premises is changed by sale, merger or lease or in any other manner, **CITY OF NORTH TONAWANDA** shall remain liable for payment to HUNT as if he had remained the Owner unless HUNT agrees, which shall not be unreasonably withheld, to the transferee expressly assuming the transferor's obligations under this agreement.
- E. HUNT is authorized to place an "INDUSTRIAL LAND FOR SALE" sign, to remove all other real estate signs, if any, and to photograph said Premises and use such photographs in promoting the Premises. **CITY OF NORTH TONAWANDA** further agrees to consider HUNT's recommendations to enable HUNT to show Premises on appointment at all reasonable hours and to otherwise cooperate with HUNT.
- F. **CITY OF NORTH TONAWANDA** represents that all information it has provided HUNT with regard to subject premises is true, that it has not concealed any material fact, and it agrees to hold HUNT harmless and indemnify it against all claims to the contrary, including, but not limited to, payment of its attorney's fees.
- G. **CITY OF NORTH TONAWANDA** or HUNT reserves the right to cancel this Agreement upon giving sixty (60) days' written Notice of Cancellation to HUNT or **CITY OF NORTH TONAWANDA**, respectively.

EXCLUSIVE LISTING AGREEMENT

Buffalo Bolt Business Park

Page 4

- H. **CITY OF NORTH TONAWANDA** agrees that HUNT may hold any deposits or advance rent payments related to transactions for the premises in escrow as called for in such transaction contracts and apply such deposit toward brokerage fees due hereunder.
- I. **CITY OF NORTH TONAWANDA** and HUNT each acknowledge receipt of a copy of this Agreement.
- J. **CITY OF NORTH TONAWANDA** agrees to furnish such items as tax and title search, survey and other items as called for in any above mentioned transaction contracts.
- K. HUNT agrees to submit information on the Premises to representative electronic property databases such as Loopnet.

**HUNT COMMERCIAL R.E. CORP.**  
**“HUNT”**

**CITY OF NORTH TONAWANDA**  
**HONORABLE ARTHUR G. PAPPAS**

By: \_\_\_\_\_  
**Jane Munro**

By: \_\_\_\_\_  
**Arthur G. Pappas**

Title: \_\_\_\_\_  
**Agent**

Title: \_\_\_\_\_  
**MAYOR**

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

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



Show all images

Property: 664 OLIVER ST, North Tonawanda  
SBL: 182.53-2-4

Assessment	
Total	\$39,000.00
Total Land	\$3,300.00
County Taxable (Niagara)	\$39,000.00
Town Taxable	\$39,000.00
School Taxable	\$39,000.00
Village Taxable	\$0.00
Equalization Rate	92%
Full Market Value	\$42,400

Property Description	
Type	Commercial
Use	482 - Det row bldg
Ownership Code	-
Frontage	30
Depth	95
Acres	0
Zoning	C1
Road Type	
Water Supply	3
Utilities	4
East Grid Coordinate	1068838
North Grid Coordinate	1107807
School District	N Ton City School - 291200
Neighborhood Code	4

Last Property Sale	
Sale Date	6/29/2006 8:31:42 AM
Sale Price	\$33,000.00
Useable Sale	NO
Arms Length	YES
Number of Parcels	
Prior Owner Name	Martineau, Sharon B
Deed Book	3363
Deed Page	350
Deed Date	6/29/2006

Sites/Buildings									
Site #	Building #	Building Section	Boeck #	Construction Quality	Gross Floor Area	Story Height	Number of Stories	Year Built	Condition
1	1	1	0319	2	3,260	9	2	1921	Normal

Improvements					
Description	Quantity	Condition	Year Built	SQFT	Dimensions



Show all images

Property: 653 OLIVER ST, North Tonawanda  
SBL: 182.53-2-7

Assessment	
Total	\$52,000.00
Total Land	\$3,300.00
County Taxable (Niagara)	\$52,000.00
Town Taxable	\$52,000.00
School Taxable	\$52,000.00
Village Taxable	\$0.00
Equalization Rate	92%
Full Market Value	\$56,500

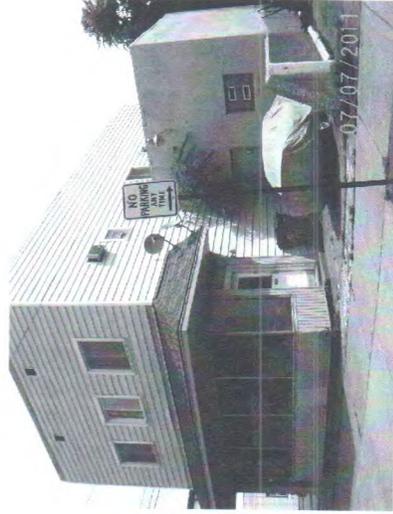
Property Description	
Type	Commercial
Use	483 - Converted Res
Ownership Code	-
Frontage	30
Depth	101
Acres	0
Zoning	C-1
Road Type	
Water Supply	3
Utilities	4
East Grid Coordinate	1069038
North Grid Coordinate	1107787
School District	N Ton City School - 291200
Neighborhood Code	4

Last Property Sale	
Sale Date	7/17/2009 9:28:20 AM
Sale Price	\$42,000.00
Useable Sale	NO
Arms Length	NO
Number of Parcels	
Prior Owner Name	Dominion Realty Inc,
Deed Book	2009
Deed Page	13238
Deed Date	7/17/2009

Sites/Buildings									
Site #	Building #	Building Section	Boeck #	Construction Quality	Gross Floor Area	Story Height	Number of Stories	Year Built	Condition
1	1	1	0319	2	3,128	10	2	1924	Normal

Improvements				
Description	Quantity	Condition	Year Built	Dimensions

Property: 301 PAYNE AVE, North Tonawanda  
SBL: 182.79-1-1



Show all images

Assessment	
Total	\$94,000.00
Total Land	\$5,000.00
County Taxable (Niagara)	\$94,000.00
Town Taxable	\$94,000.00
School Taxable	\$94,000.00
Village Taxable	\$0.00
Equalization Rate	92%
Full Market Value	\$102,200

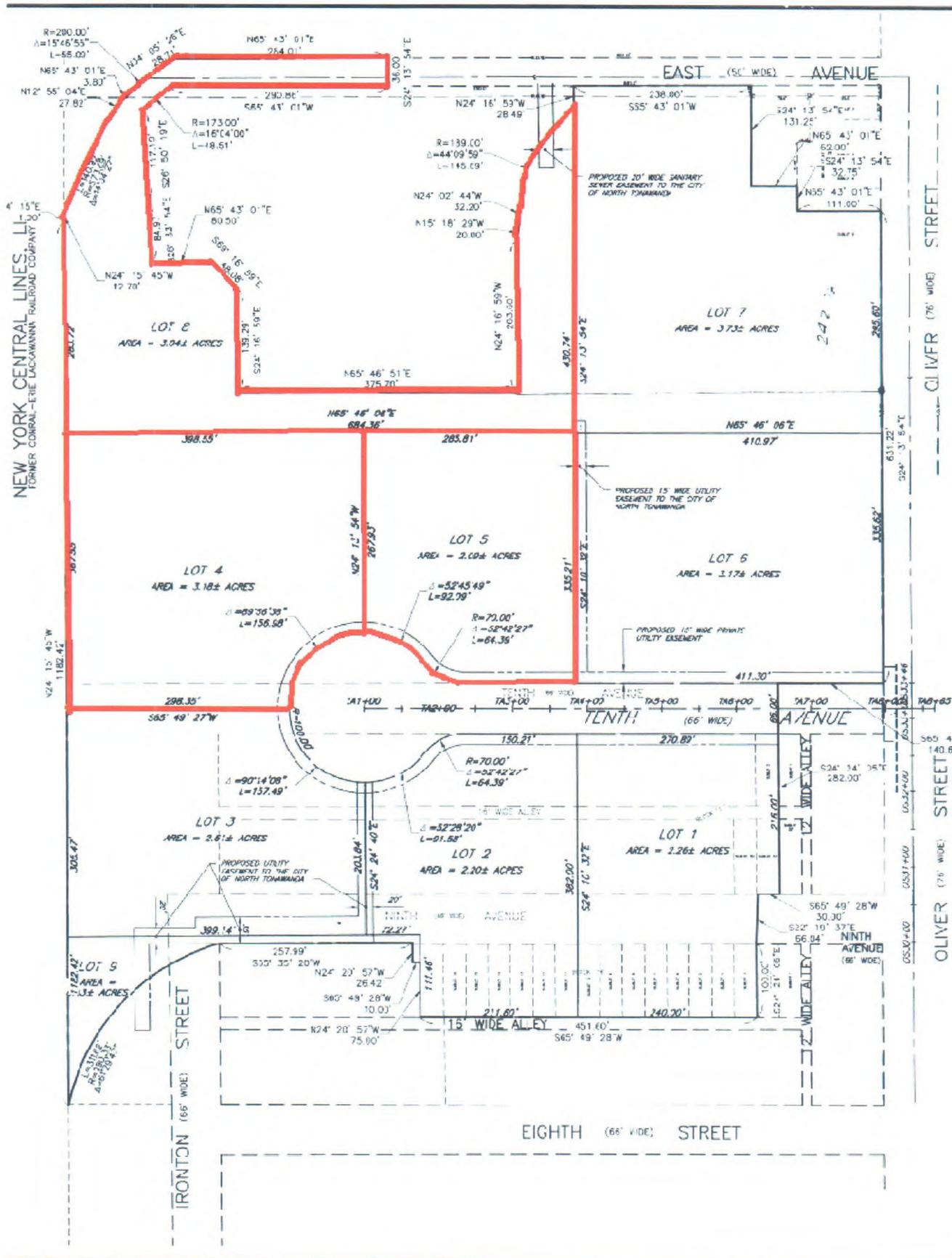
Last Property Sale	
Sale Date	4/9/2002 12:51:42 PM
Sale Price	\$80,000.00
Useable Sale	YES
Arms Length	YES
Number of Parcels	
Prior Owner Name	Kohnke, Robert J
Deed Book	3193
Deed Page	116
Deed Date	4/9/2002

Property Description	
Type	Commercial
Use	481 - Att row bldg
Ownership Code	-
Frontage	44.5
Depth	80.7
Acres	0
Zoning	C-2
Road Type	
Water Supply	3
Utilities	4
East Grid Coordinate	1071638
North Grid Coordinate	1104757
School District	N Ton City School - 291200
Neighborhood Code	3

Sites/Buildings									
Site #	Building #	Building Section	Boeck #	Construction Quality	Gross Floor Area	Story Height	Number of Stories	Year Built	Condition
1	1	1	0318	2	4,763	10	2	1930	Normal

Improvements					
Description	Quantity	Condition	Year Built	SOFT	Dimensions

Buffalo Bolt – Lots #4, 5, and 8



Property: 795 WALCK RD, North Tonawanda  
SBL: 182.11-1-4



Show all Images

Assessment	
Total	\$100,000.00
Total Land	\$85,000.00
County Taxable (Niagara)	\$0.00
Town Taxable	\$0.00
School Taxable	\$0.00
Village Taxable	\$0.00
Equalization Rate	92%
Full Market Value	\$108,700

Last Property Sale	
Sale Date	
Sale Price	
Useable Sale	NO
Arms Length	NO
Number of Parcels	
Prior Owner Name	
Deed Book	
Deed Page	
Deed Date	

Property Description	
Type	Community Service
Use	652 - Govt bldgs
Ownership Code	-
Frontage	211
Depth	165
Acres	1.4
Zoning	M-1nt
Road Type	
Water Supply	3
Utilities	4
East Grid Coordinate	1075278
North Grid Coordinate	1109607
School District	N Ton City School - 291200
Neighborhood Code	4

Sites/Buildings									
Site #	Building #	Building Section	Boeck #	Construction Quality	Gross Floor Area	Story Height	Number of Stories	Year Built	Condition

Improvements					
Description	Quantity	Condition	Year Built	SQFT	Dimenitions
FQ5 - Quonset hut	1	Fair	1960	4488	0X0

CFD - A

MAY 19 2015

May 11, 2015

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

Dear Honorable Body:

I am requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Thank you.

Sincerely,

JOHN G. JACOBS  
1323 D'ANGELO DR.  
N TONAWANDA NY 14120



MAY 19 2015 11:02

I PAUL R. DRABINSKI OF (ADDRESS) 1495 ABINGTON PLACE

\_\_\_\_\_ WOULD LIKE TO BE A COM-

MISSIONER OF DEEDS IN THE CITY OF

CFO-A  
MAY 19 2015

- NORTH TONAWANDA

SIGNED : Paul R. Drabinski

DATED : 4-20-15

NORTH TONAWANDA NY

2015 MAY 15 PM 12:23

CITY CLERK'S OFFICE  
RECORDED

CFO-B

MAY 19 2015

David Conti  
134 Main St.  
North Tonawanda, NY, 14120  
(716) 692-5627

April 28<sup>th</sup>, 2015

Honorable Council Members:

Please consider my request to extend the current leave of absence from my competitive Civil Service position of Wastewater Treatment Plant Operator. I am requesting an extension of six months consistent with the change in the Water Treatment Plant Operator Trainee Civil Service job specifications dated February 19<sup>th</sup>, 2015.

Thank you for your consideration,

David Conti

NORTH TONAWANDA NY  
2015 MAY 13 PM 12:25  
CITY CLERK'S OFFICE  
RECEIVED

**DEPARTMENT:** ALL APPLICABLE  
**CLASSIFICATION:** COMPETITIVE  
**APPROVED:** FEBRUARY 19, 2015

### WATER TREATMENT PLANT OPERATOR TRAINEE

This is a trainee position in the competitive class for which candidates are selected on the basis of general intelligence, basic knowledge of elementary chemistry and general science and mechanical aptitude. Term of appointment is limited to eighteen (18) months, during which time employees shall be required to satisfactorily complete the training and experience requirements of the New York State Sanitary Code for a Class II A Water Treatment Plant Operator certificate. If the employee fails to obtain a Grade II-A certificate within this traineeship, his/her employment will be discontinued. Trainees who receive their Grade II-A certificate automatically will be promoted to the Water Treatment Plant Operator title without further examination and will not be required to complete the full traineeship.

**DISTINGUISHING FEATURES OF THE CLASS:** The incumbent undergoes on-the-job training to become qualified as an operator of a water treatment plant. Assists in the operation and maintenance of a water treatment plant. This is a trainee position involving responsibility for learning the duties and routines in the operation and maintenance of a water treatment plant. The work is performed under immediate supervision of a qualified operator. Does related work as required.

### **TYPICAL WORK ACTIVITIES:**

1. Performs study and reading assignments, observes demonstrations and otherwise learns the techniques of operation and maintenance of a water treatment plant;
2. Learns and assists in the operation and adjustment of pumps, valves, and related mechanical equipment;
3. Learns and assists in the inspection, maintenance, and repair of pumps, valves and related mechanical equipment;
4. Learns and assists in the performance of physical tests of water for color, odor and taste;
5. Learns and assists in the performance of chemical tests of water for alkalinity and residual chlorine, etc., as assigned;
6. Learns and assists in regulating and adjusting chlorinators and other chemical feeders, washing filters and settling basins;
7. Learns and assists in the preparation and maintenance of activity records and reports;
8. Performs increasingly responsible duties as assigned in the operation and maintenance of a water treatment plant;
9. Learns and assists in the operation of the District's computerized operational systems.

### **FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Familiarity with elementary principles of chemistry and general science; good general intelligence; good observation; mechanical aptitude; ability to learn principles and procedures relating to operation and maintenance of a water treatment plant; ability to develop skill in the operation and maintenance of pumps, valves and related mechanical equipment; ability to get along well with others; ability to understand and follow oral and written instructions; industry and dependability; tact and courtesy; availability in the case of emergency; physical condition commensurate with the requirements of the position.

### **MINIMUM QUALIFICATIONS:**

Graduation from high school or possession of an equivalency diploma.

### **SPECIAL REQUIREMENTS:**

1. In order to receive a temporary, provisional, or permanent appointment, all candidates must undergo and pass a physical/fit test required under 29 CFR 1910 of the Occupational Safety and Health Administration Labor Code of Federal Regulations.
2. Possession of a valid New York State Motor Vehicle License is required at time of appointment and for the duration of employment

**DEPARTMENT:** NORTH TONAWANDA WATER DEPARTMENT  
**CLASSIFICATION:** COMPETITIVE  
**APPROVED:** 12/21/04

**WATER TREATMENT PLANT OPERATOR TRAINEE**  
**North Tonawanda**

**DISTINGUISHING FEATURES OF THE CLASS:**

This is a trainee position involving responsibility for learning the duties and routines in the operation and maintenance of a water treatment plant. The incumbent in this position undergoes on-the-job training to become qualified as an operator of a water treatment plant. An employee in this class assists in the operation and maintenance of a water treatment plant. The term of appointment is limited to one year, during which time employees in this class are required to satisfactorily complete the training and experience requirements of the New York State Sanitary Code for a certificate appropriate to the plant. Does related work as required.

**TYPICAL WORK ACTIVITIES:**

1. Performs study and reading assignments, observes demonstrations and otherwise learns the techniques of operation and maintenance of a water treatment plant;
2. Learns and assists in the operation and adjustment of pumps, valves and related mechanical equipment;
3. Learns and assists in the inspection, maintenance and repair of pumps, valves and related mechanical equipment;
4. Learns and assists in the making of physical tests of water for color, odor and taste;
5. Learns and assists in regulating and adjusting chlorinators and other chemical feeders, washing filters and settling basins;
6. Learns and assists in the preparation and maintenance of activity records and reports;
7. Performs increasingly responsible duties as assigned in the operation and maintenance of a water treatment plant.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Familiarity with elementary principles of chemistry and general science;  
Good observation;  
Mechanical aptitude;  
Ability to learn principles and procedures relating to operation and maintenance of a water treatment plant;  
Ability to develop skill in the operation and maintenance of pumps, valves and related mechanical equipment;  
Ability to get along well with others;  
Ability to understand and follow oral and written instructions;  
Physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:**

Graduation from high school or possession of a New York State High School Equivalency Diploma;  
Valid New York State Driver's License.