

**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, AUGUST 4, 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 JUNE 24, 2015**

- 1) Legal Notice – Notice of Foreclosure of Tax Liens by the City of North Tonawanda – City Clerk / Treasurer

**PROOF OF PUBLICATION PUBLISHED JULY 3, 2015**

- 1) Legal Notice – Bids for the Removal and Disposal of the Roof on the Water Pump Station – Engineering Department

**PROOF OF PUBLICATION PUBLISHED JULY 9, 2015**

- 1) Legal Notice – City Code Change: Chapter 96 Vehicle and Traffic Article VII Terrace Parking – City Attorney

**PROOF OF PUBLICATION PUBLISHED JULY 10, 2015**

- 1) Legal Notice – Bids for the Construction of Bike Path – Engineering Department

**PROOF OF PUBLICATION PUBLISHED JULY 15, 2015**

- 1) Legal Notice – Bids for Dry Cationic Organic Polymer – Wastewater Treatment Plant
- 2) Legal Notice – Bids for Anionic Polymer – Wastewater Treatment Plant

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

- 1) Legal Notice – Notice of Foreclosure of Tax Liens by the City of North Tonawanda – City Clerk / Treasurer

## COMMUNICATIONS FROM CITY OFFICIALS

- II. 1 Attorney - Re: Insurance Coverage for Volunteer Firefighters.
- II.2 Attorney - Re: Renewal Agreement between NYS Unified Court System and the City of North Tonawanda for Cleaning and Maintenance of Court Facilities.
- IV. Engineer - Re: Award of Contract for Water Pump Station Roof Project No. 2015-06.
- VI. Wastewater Treatment Plant - Re: Award of Bid for Natural Gas.
- VII.1 Accountant - Re: Payment of the Abstract of Claims dated August 4, 2015.
- VII.2 Accountant - Re: Budgetary Amendment.
- VII.3 Accountant - Re: Budgetary Transfer.

### XXVI. Vacation & Sick Leave Reports

- .1 Building Inspector .2 Police Department

## COMMUNICATIONS FROM OTHERS

- A. Project 308 Gallery - Re: Closing off Oliver Street from Robinson to Schenck on September 26<sup>th</sup> for Art Festival.

Respectfully submitted,



Daniel R. Quinn  
City Clerk-Treasurer

AFFIDAVIT OF PUBLICATION

AUG 04 2015

State of New York

County of ..... NIAGARA

..... Joe Mitello

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 ..... 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:

6/24/15 ..... North Tonawanda  
(date) Edition(s)

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

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

Sign: .....  
(Authorized Signature)

Sworn to before me, this 29th day of

..... June, 2015

.....  
Notary Public

MARCY A. SIMORING  
Notary Public, State of New York  
No. 01S16301135  
Qualified in Erie County  
My Commission Expires April 14, 2018

RECEIVED  
CITY CLERK'S OFFICE  
2015 JUL 1 AM 10:02  
NORTH TONAWANDA N.Y.

AUG 04 2015

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

Janet M. Slipko, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

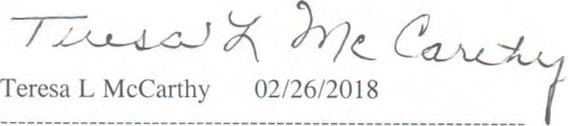
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 150168 was printed and published in said paper on the following dates:

07/03/2015

  
Principal Clerk

Subscribed and sworn to before me this  
7-17-15

  
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

RECEIVED  
CITY CLERK'S OFFICE  
2015 JUL 22 AM 10:39  
NORTH TONAWANDA N.Y.

AUG 04 2015

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

Janet M. Slipko, 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 # 150645  
was printed and published in said paper on the following dates:

07/09/2015

*Janet M. Slipko*  
Principal Clerk

Subscribed and sworn to before me this  
7-21-15

*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

RECEIVED  
CITY CLERK'S OFFICE  
2015 JUL 27 AM 8:07  
NORTH TONAWANDA N.Y.

AUG 04 2015

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

Janet M. Slipko, 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 # 150698 was printed and published in said paper on the following dates:

07/10/2015

*Janet M. Slipko*  
Principal Clerk

Subscribed and sworn to before me this  
7-21-15

*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

RECEIVED  
CITY CLERK'S OFFICE  
2015 JUL 27 AM 8:07  
NORTH TONAWANDA N.Y.

AUG 04 2015

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

Janet M. Slipko, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

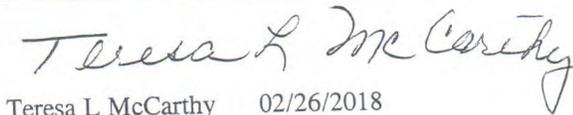
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 151062 was printed and published in said paper on the following dates:

07/15/2015

  
Principal Clerk

Subscribed and sworn to before me this  
7-21-15



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

LEGAL NOTICE  
CITY OF NORTH TONAWANDA  
WASTEWATER TREATMENT PLANT

INVITATION FOR BIDS FOR  
DRY CATIONIC ORGANIC POLYMER

Notice is hereby given that sealed proposals for the furnishing one (1) or three (3) year's supply (approximately 6,000 or 18,000 pounds more or less) of Cationic Polymer for the City of North Tonawanda Wastewater Treatment Plant will be received by the City Clerk/Treasurer of the City of North Tonawanda until 11:00 A.M., prevailing time, Wednesday, July 29, 2015 at which time they will be publicly opened.

Specifications may be obtained at the Water/Wastewater Office, 830 River Road, North Tonawanda, NY, 14120, between the hours of 8:00 A.M. and 2:00 P.M., prevailing time.

Each proposal must be accompanied by a certified check, cash, or bid bond in the amount of ten percent (10%) of the total bid. The City of North Tonawanda reserves the right to waive any informalities in or to reject any and all bids.

No bidder may withdraw his bid within sixty (60) days after the actual opening thereof. Bidders must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.

Dan Quinn  
City Clerk/Treasurer

BID PACKAGES SHOULD BE SENT TO:  
City Clerk-Treasurer  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, NY 14120

LABEL BID PACKAGE:  
DRY CATIONIC POLYMER BID  
City of North Tonawanda  
Wastewater Treatment Plant

#N151062

7/15/2015

AUG 04 2015

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

Janet M. Slipko, 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

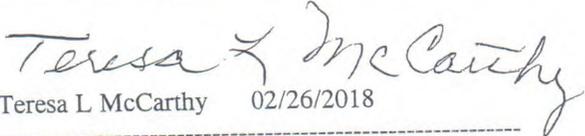
A newspaper published in the County and State aforesaid, and that the annexed printed legal # 151061 was printed and published in said paper on the following dates:

07/15/2015

  
Principal Clerk

Subscribed and sworn to before me this

7-21-15

  
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, \_\_\_\_\_

LEGAL NOTICE  
CITY OF NORTH TONAWANDA  
WASTEWATER TREATMENT PLANT

INVITATION FOR BIDS FOR  
ANIONIC POLYMER

Notice is hereby given that sealed proposals for the furnishing one (1) or three (3) year's supply (approximately 6,000 or 18,000 pounds more or less) of Anionic Polymer for the City of North Tonawanda Wastewater Treatment Plant will be received by the City Clerk/Treasurer of the City of North Tonawanda until 11:00 A.M., prevailing time, Wednesday, July 29, 2015 at which time they will be publicly opened.

Specifications may be obtained at the Water/Wastewater Office, 830 River Road, North Tonawanda, NY, 14120, between the hours of 8:00 A.M. and 2:00 P.M., prevailing time.

Each proposal must be accompanied by a certified check, cash, or bid bond in the amount of ten percent (10%) of the total bid. The City of North Tonawanda reserves the right to waive any informalities in or to reject any and all bids.

No bidder may withdraw his bid within sixty (60) days after the actual opening thereof. Bidders must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.

Dan Quinn  
City Clerk/Treasurer

BID PACKAGES SHOULD BE SENT TO:  
City Clerk-Treasurer  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, NY 14120

LABEL BID PACKAGE:  
ANIONIC POLYMER BID  
City of North Tonawanda  
Wastewater Treatment Plant

#N151061 7/15/2015

AFFIDAVIT OF PUBLICATION

State of New York

AUG 04 2015

County of Niagara

Joe Mitello

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 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:

7/18/15 North Tonawanda  
(date) Edition(s)

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

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

Sign: [Signature]  
(Authorized Signature)

Sworn to before me, this 19 day of July, 2015

NORTH TONAWANDA N.Y.  
2015 JUL 20 AM 9:55  
CITY CLERK'S OFFICE  
RECEIVED

Marcy A. Singore  
Notary Public

MARCY A. SINGORE  
Notary Public, State of New York  
No. 01S16301135  
Qualified in Erie County  
My Commission Expires April 14, 2018

# 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

AUG 04 2015

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

July 20, 2015

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

RE: Insurance Coverage for Volunteer Firefighters

Dear Honorable Body:

As a result of Governor Cuomo's action of December 17, 2014, Chapter 496 of the New York State Laws of 2014 now allows for insurance coverage for volunteer firefighters and volunteer ambulance workers when they provide emergency services outside of their regular jurisdiction, prior to an "officer in command" arriving on the scene and accepting their services. This new state law went into effect on June 15, 2015.

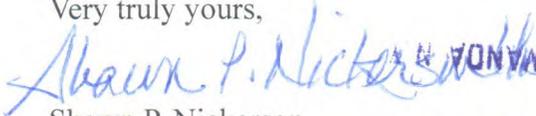
In order for our volunteers to be covered, the City's governing body must adopt a resolution to make such coverage available to our volunteers.

If your Honorable Body concurs, please pass the following resolution:

"It is the intent of this resolution to make available the coverage provided by General Municipal law Section 209-11-b. Whenever a volunteer firefighter of the North Tonawanda Fire District provides services under General Municipal law Section 209-i, when there is no jurisdictional officer in command present, such volunteer firefighter shall be entitled to coverage under the VFBL coverage provided by the North Tonawanda Fire District for the provision of such services. Upon the arrival of a jurisdictional officer in command, such volunteer firefighter shall report to such officer and offer his/her services to assist such fire company or fire department. If such offer of assistance is not accepted, then the volunteer firefighter of the North Tonawanda Fire District must immediately cease providing any additional service at the scene of the emergency."

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

Very truly yours,

  
SHAWN P. NICKERSON  
CITY ATTORNEY

Shawn P. Nickerson  
City Attorney

SPN/ik

RECEIVED  
CITY CLERK'S OFFICE  
2015 JUL 21 AM 11:35



STATE OF NEW YORK  
**UNIFIED COURT SYSTEM**  
**EIGHTH JUDICIAL DISTRICT**

92 FRANKLIN STREET – Third Floor  
BUFFALO, NEW YORK 14202-3902  
(716) 845-2505  
FAX (716) 845-7500

11.2  
AUG 04 2015

**A. GAIL PRUDENTI**  
Chief Administrative Judge

**PAULA L. FEROLETO**  
District Administrative Judge

**MICHAEL V. COCCOMA**  
Deputy Chief Administrative Judge  
Courts outside New York City

**ANDREW B. ISENBERG, ESQ.**  
District Executive

June 18, 2015

*Mayor Arthur Pappas*  
216 Payne Avenue  
N. Tonawanda, NY 14120

Re: Agreement between UCS and *the City of North Tonawanda*  
for Court Cleaning and Minor Repairs (Contract No. C300347)  
Annual Renewal Letter and Budget (Appendix B) for SFY 2015-16

Dear Mayor Pappas:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of North Tonawanda, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2015 and shall terminate on March 31, 2016. During this 2015-2016 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2015-2016 period shall be \$44,363. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2015-2016 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by the City of North Tonawanda and by the UCS.

IN:



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

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

July 21, 2015

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

**AUG 04 2015**

**Re: Project 2015-06 Water Pump Station Roof  
Award of Contract**

Dear Honorable Body:

On July 21, 2015, three bids were received and opened by the City Clerk for the Water Pump Station Roof Project. The bid results are as follows:

- **United Thermal Systems** **\$96,133.00**
- Henderson-Johnson \$124,680.00
- Jag Construction \$138,054.00

The project is funded through the Waste Water Treatment Plant budget of \$100,000.

Accordingly, I respectfully request that the Common Council award the Water Pump Station Roof Project to United Thermal Systems, 2939 Lockport Road, Niagara Falls, NY 14305, at their low bid amount of \$96,133.00; 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  
Dave Scott, Superintendent of Waste Water  
Tim Peters, Gaco Western

NORTH TONAWANDA NY

2015 JUL 23 AM 8:39

RECEIVED  
CITY CLERK'S OFFICE

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

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

VI

AUG 04 2015

**David A. Scott**  
*Superintendent*



**Dennis F. Molnar**  
*Chief Operator*

**Kelley Williams**  
*Maintenance Supervisor*

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

July 29, 2015

Honorable Mayor Arthur G. Pappas  
And Common Council  
216 Payne Avenue  
N. Tonawanda, NY 14120

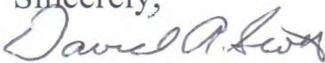
Re: Award of Bid for Natural Gas

Honorable Body:

On July 15, 2015 bids were received and opened for the purchasing of Natural Gas for the Water and Wastewater Plants.

The bids have been reviewed by Enerscope (our third -party gas price monitor) and they have recommended the low bidder, Energy Mark LLC, 6653 Main Street, Williamsville, NY 14221 be awarded the bid. I concur with Enerscope. The award of the bid has been reviewed by the City Attorney.

Thank you in advance for your time and consideration in addressing this request.

Sincerely,  
  
David A. Scott  
Superintendent of Water/Wastewater

NORTH TONAWANDA, N.Y.

2015 JUL 28 AM 11:43

RECEIVED  
CITY CLERK'S OFFICE

**LEGAL NOTICE  
CITY OF NORTH TONAWANDA  
WASTEWATER TREATMENT PLANT**

**INVITATION FOR BIDS FOR THE PURCHASE OF NATURAL GAS**

Notice is hereby given that sealed proposals for the purchase of Natural Gas from gas producers, gas supply companies, or authorized marketers of natural gas for the City of North Tonawanda Wastewater Treatment Plant will be received by the City Clerk-Treasurer of the City of North Tonawanda until 11:30 A.M., prevailing time, Wednesday, July 15, 2015 at which time they will be publicly opened.

Specifications may be obtained at the Water/Wastewater Office, 830 River Road, North Tonawanda, NY. The City of North Tonawanda reserves the right to waive any informalities in or to reject any and all bids.

No bidder may withdraw his bid within sixty (60) days after the actual opening thereof. Bidders must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.

**David Scott  
Superintendent of Water/Wastewater**

**Publish: Thursday, June 18, 2015**

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**BID PACKAGES SHOULD BE SENT TO:** City Clerk-Treasurer  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, NY 14120

**LABEL BID PACKAGE:** NATURAL GAS BID  
City of North Tonawanda  
Wastewater Treatment Plant

**City of North Tonawanda Waste Treatment Plant and Water Plant  
216 Payne Avenue  
North Tonawanda, New York 14120**

The North Tonawanda Waste Treatment Plant and the North Tonawanda Water Plant, hereinafter called the "buyer", wishes to contract for natural gas with (a) qualified supplier(s), hereinafter called the "bidder" and if successful the "seller", of Natural Gas for its qualified facilities that use natural gas for the **contract period beginning September 1, 2015 and concluding on August 31, 2016.**

**The bid will be opened at the office of the City Clerk, North Tonawanda City Hall, 216 Payne Avenue, North Tonawanda, New York 14120 on Wednesday, July 15, 2015 at 11:30 AM.**

The following document includes certain estimated operating data of the buyer(s) in order to provide estimated annual needs for natural gas and pertinent data to assist qualified suppliers in submitting bids; the bid specifications; certain definitions; responsibilities of the seller to provide natural gas and required services; and, responsibilities of buyer relative to ordering, planning deliveries and paying for natural gas sold by the seller.

***SCOPE OF THE BID -***

**Contract term** - The bid award shall be made for a period from the date of award to August 31, 2016. The expiration of a contract between the buyer and seller will be August 31, 2016, unless mutually extended by the buyer and the seller.

**Contract volumes** - The buyer's historical consumption is on file and available from the buyer's LDC. Actual volumes consumed are a function of several variables including, but not limited to individual building occupation, temperature variations of both a seasonal and a standard normal, the business operating days and the year to year variation, and the requirements that each system causes relative to consumption of energy. As such, the buyer anticipates that its contract period consumption will approximate as follows:

**LOT#1**      Buyers LDC – NFG      Service Address – 830 River Road, N. Tonawanda, NY-SC13MTC1.1  
Number of transporting accounts – 1 (NFG # -375871808)  
Estimated burner tip consumption - Total annual – 14,589 in units of DTH

September -	120	January -	3,255	May -	465
October -	341	February -	2,492	June -	160
November -	1,200	March -	2,542	July -	62
December -	2,480	April -	1,410	August -	62

Contract use – Heat and Hot Water, Cogeneration and Process Heating. Some process heat may exist during the bid period.

**LOT#2**      Buyers LDC – NFG      Service Address – 1 Archer Street, N. Tonawanda, NY-SC-3NON-RES  
Number of transporting accounts – 1 (NFG # -731109605)  
Estimated burner tip consumption - Total annual – 3,107 in units of DTH

September -	5	January -	682	May -	248
October -	5	February -	644	June -	5
November -	90	March -	570	July -	0
December -	558	April -	300	August -	0

Contract use – Heat and Process Heating. Conversion from Oil made March 2014 and history is only two seasons.

Delivery point - All natural gas will be purchased from the seller at the “city-gate” of the buyer’s LDC. The buyer agrees to cooperate with the seller with regard to titling or other delivery provisions in the ordinary and normal course of business.

### **Contract requirements and conditions -**

**Consumption/Delivery** - The buyer requires **100% delivery of all burner tip gas** requirements for transportation accounts.

**Balancing** -The seller will provide for and be responsible for all balancing to the burner tip, where applicable. The buyer will provide the seller such data as is required to maintain proper balancing of receipts and consumption and will scrutinize utility dispatch requirements and assist in correction, if applicable. The buyer will be responsible for all verifiable and reasonable (minimum) tariff costs for storage and balancing on the distribution system to the extent that such charges are billed to the seller by the Utility.

**Aggregation and Delivery Pools** - The buyer will permit their accounts to be aggregated or pooled by the seller, provided however, that the buyer will not be prejudiced by such aggregation or pooling or be penalized as a result of such aggregation or pooling from actions by the seller. Assignments of any nature are temporary only and not of a permanent nature.

**Pool Agency** - The Buyer agrees to elect the seller it’s pool agent for the sole purposes of delivering sellers gas to the burner tip of the buyers accounts and complying with specific LDC requirements thereto. (for example - ordering gas).

### **Bid Pricing, Bid Units, Billing and Method of Award-**

**Bid Price** - Attached and made a part of the bid is Exhibit 1 - Price Sheet Lot#1 and Exhibit 2- Price Sheet – Lot#2. At the sellers’ option, multiple pricing options have been listed. Buyer has provided seller quotation options in order to insure that the qualified seller is the bidder with the lowest estimated annual cost for the buyer, after consideration of historical price risks. (See Page 5 – “Price Risks, Market Volatility and Economic Distress” for further considerations.)

**Bid Units** - The bidding units are to be either DTH or MCF. Each unit price will be extended to 4 decimals. Buyer wishes seller to bid in either DTH or MCF for the simplicity of and to avoid errors with LDC unit conversions.

**Billing** - The seller will bill each month a burner-tip price equal to that bid price multiplied by the bid units. **Unless otherwise noted, the buyer is not subject to sales tax. The seller will include on the “Price Sheet” a separate calculation of all taxes (import, GRT, etc.) and state whether they are included in the bid price or not.**

The buyer will process all seller invoices in a prompt manner. Payment, unless mutually arranged, will be due 30 days after date of invoice. Invoices cannot be dated prior to buyer’s confirmation of shipment by the seller.

**Method of Award** – The buyer will award a contract to the successful qualified bidder whose bid price, together with all LDC tariff transportation charges, results in the lowest estimated annual cost to the buyer for each of the Lots#1 and #2 separately. The award will be processed as soon after the bid as is possible. The buyer’s board understands that time is of the essences and will award the bid as soon as officially possible. The seller who is recommended to the board may be asked to provide gas on an interim basis in accordance with the bid selected to provide time for official board response.

All bids submitted shall be binding for a period of 60 days and acceptance of a bid shall result in a legally binding contract between the buyer and the successful bidder. The buyer reserves all rights to reject any and all bids, in part or in whole; and, to have the right to waive any technical defect, qualification, omission, informality or irregularity, if the buyer’s best interests will be served. The buyer will have the final decision of award in the event two identical bids are received.

### **Bidder/Seller Qualifications and Duties -**

Only bids from qualified bidders will be accepted. A qualified bidder will have an established history of providing natural gas to customers in the specific LDC area. A qualified bidder must have the resources, both financial and operational, to complete its responsibilities under a contract. Any bidder who becomes a seller will warrant good title, maintain accurate records of metering/measurement, willingly provide buyer with seller’s contract details, if acting solely in a marketers role, of gas sources and transportation, capacity, storage or such other contracts as are necessary to complete the sale to the buyer.

A successful bidder will also be in compliance with all Federal, State and Local laws, including tax, labor, and authority to do business.

The successful bidder (seller) will comply with all requirements, policies and procedures of the Local Natural Gas Distribution Company (LDC) and transporting intra or interstate pipelines.

The successful bidder will sell the buyer only “pipeline quality” gas and be responsible for all contractual obligations to bring natural gas to the LDC City-gate in such quantities as are required to meet the buyers consumption requirements at the burner tip.

If the LDC requires nominations and adjustments, the seller will provide them to the LDC, except where the buyer is specifically required to perform those tasks.

Where applicable, the seller will be responsible for acting on all curtailment notices, OFO’s (operational Flow orders), or such other changes of both delivery quantities and delivery timeframes that may be imposed by the LDC, in accordance with their tariff and/or NYSPSC (New York State Public Service Commission) approved published policies.

The seller will accept all reorders (re-nominations) for natural gas as may be placed by the buyer (or the buyer’s designated customer agent/administrative agent).

The seller will notify the buyer in writing of any condition, planned or unplanned, that the seller has knowledge of that requires action on the part of the buyer or could provide an economic consequence detrimental to the buyer. (for example, advanced knowledge of an OFO that would require fuel switching or, temporary purchases from another natural gas supplier.).

The seller will provide such other services that are required or become required to perform the task of delivering natural gas to the buyer. The seller will be solely responsible to reimburse the buyer for any losses caused by non-delivery of natural gas caused by other than Force Majeure conditions as outlined below.

**REFERENCES - A REFERENCE CHECK WILL BE PERFORMED AND THE BIDDER UNDERSTANDS THAT THEY WILL BE REQUIRED TO COMPLY WITH THE CHECK.**

**Buyer's responsibilities -**

The buyer agrees to provide all meter reading data necessary for the seller to sell gas to the buyer. The buyer may use an administrative agent to facilitate all functions concerning order/reorder and consumption of natural gas.

The buyer will pay all invoices within 30 days of receipt from the seller provided that the seller clearly evidences delivery of such quantities of natural gas to the buyer.

The buyer will perform such tasks as are required to allow the seller to sell natural gas to the buyer and will respond promptly to any written request of the seller to the buyer.

The buyer will inform the seller of any condition not in the ordinary course of business that will assist the seller in procurement of natural gas for the account of the buyer.

**RESOLUTION OF ERRORS IN BILLING** - The buyer has one year after the discovery of a billing error to notice the seller. The buyer can use the right of offset to adjust errors prior to resolution and not breach the contract so long as those offsets are in writing. Adjustments and charges made by LDC's to buyer's account that are a result of seller error may be offset against seller's invoice. In the event that errors are not resolved, the parties agree to use standard arbitration to settle the matter.

**Force Majeure -**

All obligations of the parties to the awarded contract (except for the payment of money for gas sold and delivered) shall be suspended while, and for a period not to exceed 30 consecutive days, compliance is prevented in whole or in part by an act of God, strike, lockout, war, civil disturbance, explosion, breakage, non culpable accident to machinery or pipeline or failure of wells or gathering lines or pipelines, Federal, State or Local Law and/or binding order of a Court or Governmental Agency, loss of permits or license approval due to any legal cause, or by any other good-faith cause beyond the reasonable control of the Buyer and/or Seller.

**Termination Clauses -**

*By Mutual Consent* - Both parties can mutually agree to terminate the contract by notice and acceptance by the other party. No obligations, except for payment of outstanding invoices and adjustment of agreed claims, shall extend thereafter. Upon termination, all rights return to the parties immediately.

*For Cause* - A default by either party to the contract shall give the right to termination to the other party. Notice of a default shall be served on the other party in writing with the method of service being verifiable. A technical default shall not remove the obligation of the seller to deliver gas or the buyer pay for gas during the natural billing cycle, regardless of notice date. A default from not providing natural gas will result in the seller

continuing to be obligated for financial losses of the buyer, provided that such termination does not result from failure of the buyer to pay for gas deliveries at the agreed upon rate and the buyer ordered quantities, net of incidental written claims against either party. In the event of a termination, the terminating party lose the right to damages which accrue after the effective date of such termination.

#### **Indemnification and Liability -**

The seller agrees to indemnify and save the buyer entirely harmless from any and all claims, demands, damages, actions, or causes of action, arising by reason of delivery of gas, at any stage from production to delivery at burner tip of the buyer.

The seller shall be required to indemnify and hold the buyer, including its officers, employees, agents, and shareholders, harmless from any liability with respect claims arising out of any act by the seller in connection with fulfilling its responsibility under the contract.

The buyer does not waive any of its rights against the seller by failure to act, delay acting or exercising its rights or remedies to act under any clause under the agreements or by law.

The bidding documents and any contracts shall be governed by and interpreted and construed in accordance with the laws of the State of New York.

#### **Price Risks, Market Volatility, and Economic Distress:**

The Buyer is desirous of engaging a seller that can provide flexibility during the term of the bid award period to meet the economic constraints that are being placed on School Districts and other Public organizations. Due to the unsettling economic effects of price volatility over the past few years, periodic alterations, with the consent of the seller where applicable, in bid terms may be required. As a result, the buyer will review prospective sellers' bid packages and any other considerations that it may wish to be included in the bid award including, but not limited to, the use of alternative fuels during the year by the buyer, conversions from one pricing method to another for some of the term of the bid award period, or the mutually agreed inclusion of price ceilings and/or floors and corresponding limits or agreements as to consumption. In addition, the bidder/seller will provide options to convert from variable prices to fixed prices for some or all of the consumption as described by the bidder in the bidders quote (Trigger). Further, the parties mutually agree that the buyer may request an extension of the terms of the bid award at prices equal to or lower than those of the bid award price for the initial bid period. It is recommended that each bidder address, in their bids, the options that it willingly makes available to the buyer as part of the bidder/sellers bid.

**The headings are used for organizational purposes only. The exhibit to this document and any award letter by the buyer to the seller shall be made a part of this agreement.**

#### **SUMMARY OF DEFINITIONS -**

**Gas** shall mean any produced or extracted natural gas that is acceptable for delivery under the procedures and policies of the LDC.

**LDC** shall mean the Local Distribution Company (a Regulated Utility) that accepts natural gas at its various pipeline receipt points within its regulated territory, called the city-gate, and, for a fee redelivers that gas to the buyer.

**BTU** shall mean the amount of heat that must be added to one pound (avoirdupois) of pure water to raise its temperature from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit under standard pressure conditions as set forth on page 158 of the AGA measurement manual, copyright date 1963.

**MMBTU** shall mean 1,000,000 BTUs.

**THERM** shall mean 100,000 BTUs

**Decatherm** shall mean 10 therms or 1 MMBTU.

**CCF** shall mean, in volume, 100 cubic feet.

**MCF** shall mean 1,000 cubic feet.

**Therm conversion** shall mean that measurement formula that converts volumes of gas to btu equivalents at a factor of 1,000 BTUs per cubic foot of gas.

**Index** shall mean that published number or combination of numbers that set a value at a time certain and a location certain.

**Margin** shall mean that value or set of values that are added or subtracted from the index to result in a complete price for the product. (Also may be referred to as "basis" when the amount is used in the same and identical manner)

**EXHIBIT 1**  
**PRICE SHEET-LOT#1**

**BID FOR NATURAL GAS**      **BID DATE – Wednesday, July 15, 2015 AT 11:30AM**  
**BIDDING ENTITY – North Tonawanda Waste Treatment Plant -830 River Road**  
**LDC - NFG**

**PRICE SHEET INSTRUCTIONS:** BIDDERS MAY OFFER AS MANY PRICING OPTIONS AS THEY WISH. ALL PRICES WILL BE CARRIED OUT TO 4 DECIMAL PLACES AND BE FOR 100% CITYGATE DELIVERY. THE PRICE UNIT OF MEASURE WILL BE STATED IN THE BILLING UNITS OF THE LDC PROVIDING TRANSPORTATION SERVICES TO THE BIDDING ENTITY. FOR NATIONAL FUEL GAS, THE BIDDER WILL DETAIL THE DTH PRICE AND THE CONVERSION RATE TO MCF THAT WILL BE STANDARDIZED IN THEIR BILLING. ALL PRICES WILL INCLUDE TAXES AND FEES AS A SEPARATE LINE ITEM TO RESULT IN A FINAL PRICE.

**ANTICIPATED PRICING OPTIONS -**

<b>Basis</b>	<b>BILL UNIT</b>
<b>FIXED ANNUAL PRICE -</b>	<b>(DTH) OR (MCF)</b>
DELIVERED TO CITYGATE THERM CONVERSION FACTOR (IF APPLICABLE)	\$ <u>(0.71)</u> (Dth )
BILLING UNIT PRICE	\$ _____ (Dth )
TAX AND FEES	\$ <u>N/A</u> ( )
TOTAL BILLING UNIT PRICE	\$ <u>(0.71)</u> (Dth )

**FIXED SEASONAL OR MONTHLY PRICE - PREPARE A SEPARATE SHEET AND ATTACH TO EXHIBIT -PRICE SHEET. FOR FIRST MONTH PRICE, USE SAME OUTLINE AS FIXED ANNUAL PRICE AND LIST "TOTAL BILLING UNIT PRICE" FOR SUBSEQUENT MONTHS.**

**INDEXED PRICING - PREPARE A SEPARATE SHEET AND ATTACH TO THE EXHIBIT-PRICE SHEET YOUR PRICE QUOTE. FOR CONSISTENCY, THE PUBLISHED MONTH-END CLOSE ON THE NYMEX FUTURES MARKET FOR JULY 2015 WILL BE USED. PLEASE INSERT BOTH THE JULY 2015 NYMEX FUTURES MARKET CLOSE PRICE AND THEN PLEASE ADD YOUR MARGIN AND APPLICABLE THERMAL CONVERSIONS AND/OR TAXES AND FEES.**

**METHOD COMBINATION PRICING – PREPARE A SEPARATE SHEET AND ATTACH TO THE EXHIBIT-PRICE SHEET YOUR PRICE QUOTE. YOU MAY USE ANY COMBINATION OF THE FIXED AND/OR INDEXED PRICING METHODS REFERRED TO ABOVE TO PREPARE QUOTE FOR THE BID PERIOD.**

**BIDDER INFO -**    **CHECK IF -**  **INDIVIDUAL**     **PARTNERSHIP**     **CORPORATION**

**COMPANY NAME**      EnergyMark, LLC

**COMPANY ADDRESS**    665 S Main St. Williamsville, NY 14221

**SIGNATURE OF REPRESENTATIVE**    Gary A. Marchiori

**NAME OF SIGNATORY**    Gary A. Marchiori      **DATED**    7/15/15

**EXHIBIT 2**  
**PRICE SHEET-LOT#2**

**BID FOR NATURAL GAS      BID DATE – Wednesday, July 15, 2015 AT 11:30AM**  
**BIDDING ENTITY – North Tonawanda Water – 1 Archer Street, N. Tonawanda**  
**LDC - NFG**

**PRICE SHEET INSTRUCTIONS:** BIDDERS MAY OFFER AS MANY PRICING OPTIONS AS THEY WISH. ALL PRICES WILL BE CARRIED OUT TO 4 DECIMAL PLACES AND BE FOR 100% CITYGATE DELIVERY. THE PRICE UNIT OF MEASURE WILL BE STATED IN THE BILLING UNITS OF THE LDC PROVIDING TRANSPORTATION SERVICES TO THE BIDDING ENTITY. FOR NATIONAL FUEL GAS, THE BIDDER WILL DETAIL THE DTH PRICE AND THE CONVERSION RATE TO MCF THAT WILL BE STANDARDIZED IN THEIR BILLING. ALL PRICES WILL INCLUDE TAXES AND FEES AS A SEPARATE LINE ITEM TO RESULT IN A FINAL PRICE.

**ANTICIPATED PRICING OPTIONS -**

	BILL UNIT (DTH) OR (MCF)	
<b>FIXED ANNUAL PRICE -</b>		
DELIVERED TO CITYGATE	\$ <u>(0.05)</u>	(Dth )
THERM CONVERSION FACTOR (IF APPLICABLE)	_____	
BILLING UNIT PRICE	\$ _____	(Dth )
TAX AND FEES	\$ <u>N/A</u>	( )
TOTAL BILLING UNIT PRICE	\$ <u>(0.05)</u>	(Dth )

**FIXED SEASONAL OR MONTHLY PRICE - PREPARE A SEPARATE SHEET AND ATTACH TO EXHIBIT -PRICE SHEET. FOR FIRST MONTH PRICE, USE SAME OUTLINE AS FIXED ANNUAL PRICE AND LIST "TOTAL BILLING UNIT PRICE" FOR SUBSEQUENT MONTHS.**

**INDEXED PRICING - PREPARE A SEPARATE SHEET AND ATTACH TO THE EXHIBIT-PRICE SHEET YOUR PRICE QUOTE. FOR CONSISTENCY, THE PUBLISHED MONTH-END CLOSE ON THE NYMEX FUTURES MARKET FOR JULY 2015 WILL BE USED. PLEASE INSERT BOTH THE JULY 2015 NYMEX FUTURES MARKET CLOSE PRICE AND THEN PLEASE ADD YOUR MARGIN AND APPLICABLE THERMAL CONVERSIONS AND/OR TAXES AND FEES.**

**METHOD COMBINATION PRICING – PREPARE A SEPARATE SHEET AND ATTACH TO THE EXHIBIT-PRICE SHEET YOUR PRICE QUOTE. YOU MAY USE ANY COMBINATION OF THE FIXED AND/OR INDEXED PRICING METHODS REFERRED TO ABOVE TO PREPARE QUOTE FOR THE BID PERIOD.**

**BIDDER INFO -** CHECK IF - INDIVIDUAL      PARTNERSHIP      CORPORATION

**COMPANY NAME** EnergyMark, LLC

**COMPANY ADDRESS** 6653 Main St, Williamsville, NY 14221

**SIGNATURE OF REPRESENTATIVE** Gary A. Marchiori

**NAME OF SIGNATORY** Gary A. Marchiori      **DATED** 7/15/15

BIDS - NON-COLLUSION – CHAPTER 751

LAWS OF THE STATE OF NEW YORK

After September 1, 1965, all bids, be they for purchase contracts or for public works, must be accompanied by a statement subscribed and affirmed by the bidder.

The statement or certification is set forth in the law and reads as follows:

“non-collusive bidding certification, by submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) That the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

EnergyMark, LLC / Gary A. Marchiori  
Name of bidder

By: Gary A. Marchiori  
Signature

NOTE: CORPORATIONS COMPLETE THE FOLLOWING:

RESOLVED, that Gary A. Marchiori be authorized to sign and submit the proposal of this corporation for the following project:

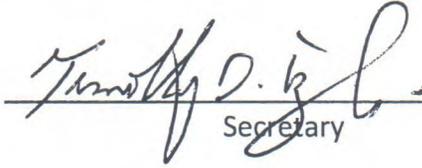
Natural Gas Supply

And to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three-D of the Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.”

NON-COLLUSION CERTIFICATION – 20

The foregoing is a true and correct copy of the resolution adopted by

EnergyMark, LLC Corporation at a meeting of its Board of  
Directors held on the 15<sup>th</sup> day of July, 2015.

  
Secretary

(Seal of the Corporation)



# City of North Tonawanda

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

XII.1

AUG 04 2015

MARK W. DOTTERWEICH  
CITY ACCOUNTANT

AMANDA L. REIMER  
STAFF ACCOUNTANT

TELEPHONE  
(716) 695-8545

FAX  
(716) 695-8573

July 30, 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 **August 4, 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

VIII.2

AUG 04 2015



# City of North Tonawanda

DEPARTMENT OF ACCOUNTING

CITY HALL

216 PAYNE AVENUE

NORTH TONAWANDA, NEW YORK 14120-5477

TELEPHONE  
716-695-8525

FAX  
716-695-8577

AMANDA L. REIMER  
STAFF ACCOUNTANT  
amandare@northtonawanda.org

MARK W. DOTTERWEICH  
CITY ACCOUNTANT  
markdot@northtonawanda.org

July 30, 2015

Honorable Arthur G. Pappas, Mayor  
and Common Council  
City Hall  
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following **budget amendment** of fiscal year 2015 revenues and appropriations, based on the requests of Department Heads:

<u>Control Number</u>	<u>Dollar Amount</u>	<u>Amend Revenue Account</u>	<u>Amend Appropriation Account</u>
2	\$8,901.08	1-1000.3312 State Aid – Fire	1-3410.420 R&M Safety Equipment

**Explanation:** To establish appropriate revenue and appropriation accounts for a 100% reimbursable grant from New York State for portable radios, cones and signage. The grant is approved for \$9,000 and the net effect on the 2015 budget is zero.

Very truly yours,

Mark W. Dotterweich  
City Accountant

MWD

NORTH TONAWANDA N.Y.

2015 JUL 30 PM 2:52

RECEIVED  
CITY CLERK'S OFFICE

# Amendment

## Budgetary Transfer Request Form

Department: FIRE

Date: 7/30/15

<b>Dollar Amount</b>	<b>Appropriation Accounts and Documentation</b>			
\$ 8,901.08	<i>Increase</i>	<del>From</del> <b>Appropriation Account</b>	<del>Into</del> <b>Appropriation Account</b>	<i>Increase</i>
	1.1000.3312	State Aid - Fire	1.3410.420.455	R&M Safety Equipmen
	Account Number	Account Description	Account Number	Account Description

**Explanation:** New York State reimbursement grant for "Safety Equipment". Used to purchase radios, cones, signage for Fire Police and Emergency Management

*Net impact on budget is zero.*

**Please Check One (✓)**

XX	
Common Council Action	No Common Council Action

	7/30/15
Department Head Signature	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
	<i>AK 7/30/15</i>	



# City of North Tonawanda

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

VII.3

AUG 04 2015

MARK W. DOTTERWEICH  
CITY ACCOUNTANT  
markdot@northtonawanda.org

TELEPHONE  
(716) 695-8545

FAX  
(716) 695-8573

AMANDA L. REIMER  
STAFF ACCOUNTANT  
amandare@northtonawanda.org

July 30, 2015

Honorable Arthur A. Pappas, 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 transfers of fiscal year 2015 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>
2	25,000.00	2-8340.100 Personal Services	2-8340.440 Buildings & Grounds

Very truly yours,

Mark W. Dotterweich  
City Accountant

MWD  
Attachment

MEMO

CITY OF NORTH TONAWANDA, NEW YORK  
DEPARTMENT OF PUBLIC WORKS



TO— Mark Dotterweich  
City Accountant

DATE — July 29, 2015

FROM— Bradley A. Rowles  
Superintendent of Public Works

RE.— Budget Transfer

Attached is a Budget Transfer request form for a transfer from Water Distribution's Account #2-8340.100 into Account #2-8340.440 in the amount of \$25,000.

Please put this budget transfer on the next Common Council meeting's agenda for August 4, 2015.

If you have any questions, please let me know.

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

BAR/kmg  
W/Attachment

cc: A. Reimer,  
Staff Accountant

# Budgetary Transfer Request Form

Department: Public Works/Water Distribution

Date: 7/29/2015

Appropriation Accounts and Documentation					
Dollar Amount	From Appropriation Account				
25,000.00	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Personal Services Account Number 2-8340.100</td> <td style="width: 50%;">Into Appropriation Account Building &amp; Grounds Account Number 2-8340.440</td> </tr> <tr> <td colspan="2">Account Description</td> </tr> </table>	Personal Services Account Number 2-8340.100	Into Appropriation Account Building & Grounds Account Number 2-8340.440	Account Description	
Personal Services Account Number 2-8340.100	Into Appropriation Account Building & Grounds Account Number 2-8340.440				
Account Description					
<b>Explanation:</b>					
The Water Distribution Building @ 585 Erie Avenue is in need of a new roof.					
Please Check One (v)					
v					
Common Council Action	No Common Council Action				
Department Head Signature					
					
Date					
7/29/2015					

**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

XXVII

AUG 04 2015

# MEMO

*Building Inspector's Office*  
City of North Tonawanda  
(716) 695-8595  
FAX (716) 695-8544

**To: Hon. Arthur Pappas & Council**

**Date: July 13, 2015**

**From: Cosimo R. Capozzi**  
**Building Inspector**

**Re: Vacation/Sick days**  
**report Jan-June 2015**

Attached, please find copies of the vacation and sick days report for January 1 through June 30, 2015.

**Cosimo R. Capozzi**

**Cc. file**  
**Mayor**  
**Council**  
**Accounting**

**Building Inspector**

RECEIVED  
CITY CLERK'S OFFICE  
2015 JUL 20 AM 8:42  
NORTH TONAWANDA N.Y.

City of North Tonawanda

CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &  
BIRTHDAY SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 1/1/2015 THROUGH 6/30/2015

Cosimo R. Capozzi – Building Inspector

<u>Sick Days</u>	Balance Forward	142	Days
	Earned	6	Days
	Used	0	Days
	Sick Bank Donation	0	Days
	Remaining	148	Days

<u>Vacation Days</u>	Balance forwarded	18	Days
	Earned	20	Days
	Used/cashed in	13	Days
	Remaining	25	Days

	Balance forwarded	2	
<u>Birthday &amp;</u>	Earned	0	Days
<u>Personal days</u>	Used	0	Days
	Remaining	2	Days

**City of North Tonawanda**

**CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &  
BIRTHDAY SCHEDULE**

**DEPARTMENT OF BUILDING INSPECTION**

PERIOD COVERED 1/1/2015 THROUGH 6/30/2015

**Robert C DePaolo Code Enforcement/Electrical Inspector**

<b><u>Sick Days</u></b>	<b>Balance Forward</b>	<b>5</b>	<b>Days</b>
	<b>Earned</b>	<b>6</b>	<b>Days</b>
	<b>Used</b>	<b>0</b>	<b>Days</b>
	<b>Sick Bank Donation</b>	<b>0</b>	<b>Days</b>
	<b>Remaining</b>	<b>11</b>	<b>Days</b>

<b><u>Vacation Days</u></b>	<b>Balance forwarded</b>	<b>0</b>	<b>Days</b>
	<b>Earned</b>	<b>0</b>	<b>Days</b>
	<b>Used/cashed in</b>	<b>0</b>	<b>Days</b>
	<b>Remaining</b>	<b>0</b>	<b>Days</b>

	<b>Balance forwarded</b>	<b>0</b>	
<b><u>Birthday &amp; Personal days</u></b>	<b>Earned</b>	<b>4</b>	<b>Days</b>
	<b>Used</b>	<b>0</b>	<b>Days</b>
	<b>Remaining</b>	<b>4</b>	<b>Days</b>

City of North Tonawanda

CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY &  
BIRTHDAY SCHEDULE

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 1/1/2015 THROUGH 6/30/2015

John Stahlman –Assistant Building Inspector

<u>Sick days</u>	Balance Forward	370.5 days
	Earned	9 days
	Used	2.0 days
	Sick Bank Donation	0 days
	Remaining	377.5 days

<u>Vacation days</u>	Carryover from 2014	2.0 days
	Earned	25 days
	Used	8 days
	Remaining	19 days

<u>Birthday &amp; Personal days</u>	Earned	5 days
	Used	2.5 days
	Remaining	2.5 days

XXXXL-2

AUG 04 2015

CITY OF NORTH TONAWANDA NEW YORK										PG. 1													
CONSOLIDATED SICK REPORT, VACATION DAY, AND PERSONAL DAY SCHEDULE																							
DEPARTMENT OF POLICE	PERIOD COVERED: JANUARY 1 - JUNE 30, 2015																						
	SICK DAYS									VACATION DAYS										PERSONAL LEAVE DAYS			
NAME	BALANCE FWD.	EARNED	USED	REMAINING	AVAIL.	USED	REMAINING	AVAIL.	USED	REMAINING	AVAIL.	USED	REMAINING										
T. BAKULA	64.5	7.5	1	71	15	3	12	5	3	2													
B. BARNES	61.875	7.5	2.125	67.25	25	4	21	5	2	3													
G. BENJAMIN	49.375	7.5	25	31.875	15	3	12	5	2	3													
R. BOHNSTADT	152	7.5	0.5	159	20	0	20	5	1	4													
L. BOLSOVER	133.25	7.5	3	137.75	25	0	25	5	1	4													
R. BROCKLEHURST	135.25	7.5	0	142.75	25	3	22	5	4	1													
T. BUSH	150.875	7.5	0	158.375	20	0	20	5	1	4													
J. CAKE	41	7.5	2.375	46.125	20	2	18	5	3	2													
R. CINQUINO	125.25	7.5	7	125.75	20	11	9	5	2	3													
J. CRESS	111.5	7.5	3	116	20	9	11	5	0	5													
J. DAUGHERTY	200	7.5	3	200	30	8	22	5	0	5													
M. DAY	56.5	7.5	10	54	10	0	10	5	1	4													
S. DUERR	200	7.5	3	200	30	2	28	5	3	2													
R. DZURRA	25.875	7.5	2	31.375	10	3	7	5	2	3													
S. ENDRES	154.25	7.5	0	161.75	20	5	15	5	0	5													
R. FOLLENDORF	14	7.5	1	20.5	10	9	1	5	1	4													
R. FRANK	98.75	7.5	0	106.25	20	6	14	5	2	3													
K. GLASS	73.625	7.5	2	79.125	15	5	10	5	2	3													
T. GRAY	47.875	7.5	3.375	52	30	0	30	5	5	0													
W. HALL	272	9	0.75	272	30	6	24	N/A	N/A	N/A													
E. HERBERT	18.875	7.5	2	24.375	10	5	5	5	1	4													
T. HUEY	113.875	7.5	4	117.375	30	2	28	5	4	1													
N. IWANICKI	81.375	7.5	8	80.875	15	0	15	5	3	2													
R. KALOTA	200	7.5	2	200	30	0	30	5	1	4													

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CITY OF NORTH TONAWANDA NEW YORK

CONSOLIDATED SICK REPORT, VACATION DAY, AND PERSONAL DAY SCHEDULE

DEPARTMENT OF POLICE

PERIOD COVERED: JANUARY 1 - JUNE 30, 2015

NAME	SICK DAYS			VACATION DAYS			PERSONAL LEAVE DAYS			
	BALANCE FWD.	EARNED	USED	REMAINING	AVAIL.	USED	REMAINING	AVAIL.	USED	REMAINING
T. KRANTZ	200	7.5	2.25	200	30	12	18	5	2	3
L. KUEBLER	132.5	7.5	1	139	30	12	18	5	3	2
R. LABUSHESKY	178.375	7.5	2	183.875	30	10	20	5	5	0
S. LARSON	159.964	7.5	1.25	166.214	30	4	26	5	1	4
M. LONGAR	12.25	7.5	3.875	15.875	10	0	10	5	2	3
D. MAHONEY	138.5	7.5	3	143	30	0	30	5	1	4
C. MAMOT	60.5	7.5	1	67	15	15	0	5	5	0
K. MANG	43.25	7.5	15.625	35.125	20	1	19	5	5	0
J. MUEHLBAUER	130.875	7.5	3.5	134.875	20	2	18	5	0	5
B. PASIAK	105.625	7.5	5	108.125	20	4	16	5	2	3
M. ROBERTS	95.625	7.5	2	101.125	15	2	13	5	0	5
J. SHESLEY	75.625	7.5	2	81.125	20	1	19	5	3	2
J. SMITH	74.25	7.5	2.875	78.875	15	1	14	5	5	0
K. SMITH	170.875	7.5	0	178.375	30	15	15	5	2.5	2.5
E. SMOLINSKI	152.875	7.5	0	160.375	30	20	10	5	1.5	3.5
J. SNOPOKOWSKI	95.5	7.5	1	102	20	4	16	5	0	5

CITY OF NORTH TONAWANDA NEW YORK  
 CONSOLIDATED SICK REPORT, VACATION DAY, AND PERSONAL DAY SCHEDULE

DEPARTMENT OF POLICE  
 PERIOD COVERED: JANUARY 1 - JUNE 30, 2015

NAME	SICK DAYS			VACATION DAYS			PERSONAL LEAVE DAYS			
	BALANCE FWD.	EARNED	USED	REMAINING	AVAIL.	USED	REMAINING	AVAIL.	USED	REMAINING
T. SWARTZ	109.25	6.25	40	75.5	25	4	21	5	1	4
T. SYLVESTER	108.375	7.5	2	113.875	25	0	25	5	1	4
D. TRUTY	85.125	7.5	0	92.625	20	0	20	5	0	5
J. VOELKER	0	5	1	4	0	0	0	5	0	5
D. WILCZEK	13	7.5	0	20.5	10	6	4	5	2	3
S. WILLARD	189.75	7.5	4	193.25	30	0	30	5	2	3
R. WYDYSH	107.625	7.5	2	113.125	20	4	16	5	4	1
R. ZGOLAK	200	7.5	6.75	200	30	3	27	5	2	3
<b>OFFICE AND SUPPORT PERSONNEL</b>										
G. LEWIS	179	9	9.5	178.5	25	0	25	4	2	2
R. ARBEITER	177	6	13	170	25	7	18	4	0	4
G. THOMSEN	72.06	6	3.536	74.524	20	7	13	4	2.5	1.5
S. DEMONTE	5	6	5	6	11	3	8	4	0	4
D. ZGOLAK	1	6	5	2	11	0	11	4	4	0

(Resigned 6/3/15)

CFO-A

AUG 04 2015



July 23<sup>rd</sup> 2015

Dear Sir or Madam,

My name is Natalie Brown. I own and manage the Project 308 Gallery located at 308 Oliver Street, between Robinson and Schenck Street. The gallery has been open since August 2012. I completely renovated the once vacant storefront to a fully functional commercial gallery. As an ongoing "project," my efforts focus on resurrecting the space to its full potential of physical and conceptual beauty.

I would like to request closing off Oliver Street from Robinson Street to Schenck Street on Saturday, September 26<sup>th</sup> in order to hold an art festival that will extend from the street to the gallery. The art festival will mark the 3 year anniversary of the opening of the Project 308 Gallery. The event will be a compilation of 50-60 artists and crafts people displaying and selling their work. There will also be music and dance performances throughout the day. The festival will take place from 9-5pm. This date and time do not conflict with canal fest or any other art festivals in the local area.

I organized an art festival on the street the past two years and they were great events. The festival generated a large audience and the surrounding business owners appreciated the extra business. Many people in the community have requested that I have the festival again.

The event will be a great occasion for the surrounding community to encounter a variety of art work by local artists and become familiar with the Project 308 Gallery. The art festival will assist in my ongoing endeavor to enliven the area around the gallery and develop a stronger community grounded in the arts. I would appreciate any effort that facilitates the success of the art festival. Permission to close the street would be the first major step in this development. I can provide further information if needed. Thank you for your time.

Sincerely,

Natalie Brown  
Project 308 Gallery  
308 Oliver Street  
North Tonawanda, NY, 14120  
716.523.0068

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