

City of North Tonawanda

MATTHEW L. PARISH
City Clerk-Treasurer
mattparish@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

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

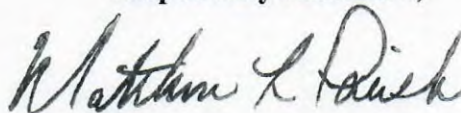
August 15, 2019

The following meetings have been scheduled for TUESDAY, AUGUST 20, 2019:

6:15PM Common Council - Re: Agenda Discussion

6:30PM Common Council Meeting in the Common Council Chambers.

Respectfully submitted,



**Matthew L. Parish
City Clerk-Treasurer**

**TO: Honorable Mayor & Common Council
President Zadzilka
Aldermen Braun, Berube, Pecoraro, Tylec**

FROM: Matthew L. Parish, City Clerk-Treasurer

RE: Agenda for regular session TUESDAY, AUGUST 20, 2019 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 7/31/2019

1) Legal Notice – Public Hearing to discuss the City’s Brownfield Opportunity Area Program, and the proposed updates to the North Tonawanda Zoning Code– Community Development

PROOF OF PUBLICATION PUBLISHED 7/31/2019

1) Legal Notice – Invitation for Bids for Liquid Alum for the Water Treatment Plant – Supt. Water/Wastewater

PROOF OF PUBLICATION PUBLISHED 8/7/2019

1) Legal Notice – The Fiscal Affairs of the City of North Tonawanda for 2018 has been audited and available for public view – City Clerk-Treasurer

COMMUNICATIONS FROM CITY OFFICIALS

#1. Austin Tylec - Re: Approval of Resolution Denouncing Hatred in Western New York

V.1 Supt. Water/Wastewater - Re: Approval of Project 2018-06, Water Treatment Plant Capital Improvement Program SEQR Determination and Resolution

VII.1 Accountant - Re: Approval of the Serial Bond Resolution for the 2019 Capital Improvement Plan for the City’s Water Treatment Plant

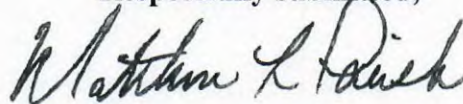
- V.2 Supt. Water/Wastewater - Re: Award of Professional Services Contract for Arcadis of NY, Inc. to provide an Engineering Report for Phase #1 of the Water Treatment Plant Capital Improvement Plan**
- V.3 Supt. Water/Wastewater - Re: Approval of Change Order No.2 for the Wastewater Treatment Plant Ferric Chloride System Replacement Project**
- VII.2 Accountant - Re: Payment of the Abstract of Claims Dated August 20, 2019**
- VII.3 Accountant - Re: Budgetary Transfer – for Police Operations and Code Operations**
- X.1 Police Chief - Re: Reappointment of Daryl Truty as a Commissioner of Deeds for the City of North Tonawanda**
- X.2 Police Chief - Re: Permission to hire four (4) new Police Officers to fill vacancies within the North Tonawanda Police Department**
- XIV. Dir. Youth, Recreation, Parks & Seniors - Re: Approval to waive the Special Event fee at Raymond Klimek Park to Apraxia Kids for their event on October 19, 2019**
- XX. Code Enforcement - Re: Approval to Amend City Code Chapter 69 Plumbing §69-36 Area and Yard Drainage; Downspouts and Sump Pumps**
- XXV. Monthly Reports**
- .1 Senior Citizen Center .2 Clerk-Treasurer .3 Police Department**

COMMUNICATIONS FROM OTHERS

**A.
JG Productions
and Entertainment**

- **Re: Approval for a rain makeup date for
"Thursday's on the Water" for September
5, 2019 at Gratwick Park**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew L. Parish". The signature is written in a cursive style with a large initial "M".

**Matthew L. Parish
City Clerk-Treasurer**

AUG 2 0 2019

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

2019 AUG 2 PM2:21
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

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 # 253235 was printed and published in said paper on the following dates:

07/31/2019

Janet M. Slipko
Principal Clerk

Subscribed and sworn to before me this
7.31.19

Teresa L. McCarthy
Teresa L. McCarthy 02/26/2022

Notary Public Expiration Date

TERESA L MCCARTHY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC4962698
Qualified in Niagara County
Commission Expires February 26, 2022

LEGAL NOTICE
CITY OF NORTH TONAWANDA, NEW YORK
INVITATION FOR BIDS FOR LIQUID ALUM
WATER TREATMENT PLANT

Notice is hereby given that sealed proposals for furnishing one to three years supply, approximately seventy five (75) tons of Liquid Alum 50% more or less, per year, for the City of North Tonawanda Water Treatment Plant, North Tonawanda, NY, will be received by the Office of the City Clerk / Treasurer, 216 Payne Avenue, North Tonawanda, NY, 14120 until 11:00 am, Prevailing time, Wednesday, August 14, 2019 at which time they will be publicly opened and read aloud. Specifications may be obtained from the Superintendent of Water & Wastewater at the Wastewater Treatment Plant, 830 River Road, North Tonawanda, NY 14120. 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 informality in or to reject any or all bids. No bidder may withdraw his bid within thirty (30) days after the actual opening thereof. Bidder must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.

Matthew L. Parish
City Clerk / Treasurer
7/31/2019

#N253235

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

AUG 20 2019

RECEIVED
CITY CLERK'S OFFICE

2019 AUG 8 AM 11:09
NORTH TONAWANDA NY

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 # 253660 was printed and published in said paper on the following dates:

08/07/2019

Janet M. Slipko
Principal Clerk

Subscribed and sworn to before me this
8-7-19

Teresa L. McCarthy
Teresa L McCarthy 02/26/2022
Notary Public Expiration Date

TERESA L MCCARTHY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC4962698
Qualified in Niagara County
Commission Expires February 26, 2022

LEGAL NOTICE

CITY OF NORTH TONAWANDA, NEW YORK

Notice is hereby given that the fiscal affairs of the City of North Tonawanda, N. Y. for the period beginning on January 1, 2018 and ending on December 31, 2018 have been examined by Amato, Fox & Company, PC, Certified Public Accountants. A copy of the reports entitled Basic Financial Statements and Single Audit with Independent Auditor's Reports for the Year Ended December 31, 2018 has been filed in my office, where they are available as a public record for inspection by all interested persons. Pursuant to Section 35 of General Municipal Law, the North Tonawanda Common Council may, in its discretion, prepare a written response to these audits not later than November 6, 2019, and file any such response in my office as a public record for inspection by all interested persons.

Matthew L. Parish
City Clerk-Treasurer

Amanda L. Reimer
City Accountant

#N253660 8/7/2019

#/.

AUSTIN TYLEC

THE CITY OF NORTH TONAWANDA
ALDERMAN AT LARGE

AUG 20 2019

August 15, 2019

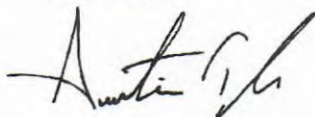
North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, New York 14120

RE: Denouncing Hatred Resolution

Dear Honorable Body:

Please find enclosed a resolution seeking to denounce any acts of hate and intolerance in our community. Due to the recent distribution of recruitment flyers from a hate group, I believe it is necessary for our city to stand against these recruitment efforts and ensure that there is equality for all North Tonawanda residents.

Sincerely,



Austin J. Tylec
Alderman-at-Large

RECEIVED
CITY CLERK'S OFFICE

2019 AUG 15 PM3:02
NORTH TONAWANDA NY

January 15, 2019

**A RESOLUTION SUBMITTED BY
THE CITY OF NORTH TONAWANDA COMMON COUNCIL**

RE: Condemning the Rise of Hate in Western New York

WHEREAS, the First Amendment to the Constitution of the United States was established to protect religious minorities from persecution, denying the enforcement of State religion on the public, denying the placement of restrictions on religious practice, and enforcing the right of the people to believe and worship as their conscience dictates; and

WHEREAS, Justice Robert Jackson wrote in 1943 that, "...no official, high or petty, can prescribe what shall be orthodox in politic, nationalism, religion, or force citizens to confess by word or act their faith therein;" and

WHEREAS, the Fourteenth Amendment to the Constitution to the United States establishes equal protection of the laws for all citizens of our nation, stating, "nor shall any State deprive any person of life, liberty, or property;" and

WHEREAS, Justice Anthony Kennedy once said in *Lawrence v. Texas*, "As the Constitution endures, persons in every generation can invoke its principles in their own search for greater Freedom;" and

WHEREAS, adherence to these values is crucial to the growth and prosperity of our community and of all those who inhabit it; and

WHEREAS, propagators of hatred and bigotry whom manifest in the exploitation of hate and biases continue to target our community members of all ethnic backgrounds and heritage, those of the Jewish, Muslim, and all other faiths, and those of the LGBTQ community, immigrant families, and all other minority groups; and

WHEREAS, in 2016 alone, 598 incidents of hate crime were reported in New York State, of which 52.0% involved an anti-religious bias, 25.6% motivated by race, ethnicity, and national origin, and 20.6% targeted members of the LGBTQ community; and

WHEREAS, the FBI reported a 99% increase in hate crimes against Muslim peoples in the United States in recent years, and a 37% increase in hate crimes against those of the Jewish faith; and

WHEREAS, in the days following the shooting in El Paso, head of the Catholic Diocese of El Paso, Bishop Mark Seitz, stated, "We see the effects of a mind possessed by hatred. We see the effects of the sinful and insipid conviction that some of us are better than others of us because of

race, religion, language or nationality;” and

WHEREAS, in 1964, Rev. Dr. Martin Luther King Jr. in accepting The Nobel Peace Prize exclaimed, “ I refuse to accept despair as the final response to the ambiguities of history ... I refuse to accept the idea that man is mere flotsam and jetsam in the river of life, unable to influence the unfolding events which surround him;” and

WHEREAS, all members of our Western New York community, of all orientations and identities, of all faith and no faith, of all backgrounds and ethnicities, have a stake in fighting every form of hatred and bias against people based on their religion, race, origin, and orientation.

Now, therefore, be it

RESOLVED, that the City of North Tonawanda Common Council, hereby rejects the perpetuation of hatred and bigotry in our communities, condemn acts and statements of hate and intolerance, and reinforce our commitment to eradicating racist practices and acts of malice that propagate hate, incite fear, and promote violence in our communities.

Other governing bodies proposing legislation

Town of Tonawanda

City of Tonawanda

City of North Tonawanda

Erie County Legislature

Niagara County Legislature

V: /



CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120
Phone: (716) 695-8560, ext. #6411
Cell: (716) 583-1518
Email: billdavignon@northtonawanda.org

AUG 20 2019

William M. Davignon
Superintendent

August 13, 2019

Honorable Mayor Arthur G. Pappas and Common Council Members,

**Re: Project 2018-06, Water Treatment Plant Capital Improvement Program
SEQR Determination and Resolution**

Honorable Body:

The Common Council approved Phases 1A and 1B of the Water Treatment Plant Capital Improvement Plan on June 4, 2019. At this time, we are moving forward with the following projects from Phase 1A:

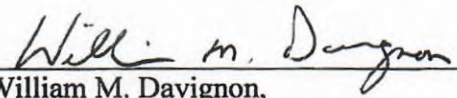
- *Low-Service Suction Well Structural Improvements*
- *Sedimentation Bay Structural Improvements*
- *Intake Low-Service Pumping, and Finished Water Flow Metering System Improvements*
- *Filter Building Structural and Backwash Drain Piping Improvements*

In addition to these four (4) projects, under Phase 1A we will also be working on *the Energy Efficiency and Security Improvements Project*.

In order to secure funding for the projects, we are required to review SEQR and pass a resolution. Upon review, the projects were determined to be exempt, not requiring to be reviewed under SEQR, because they comprise the maintenance or repair involving no substantial changes to the existing facilities.

Accordingly, if you concur, please pass the attached resolution, indicating that no further action under SEQR is required.

Very truly yours,



William M. Davignon,
Superintendent of Water/Wastewater

- c.c. File
 Luke Brown, City Attorney
 Dale Marshall, City Engineer
 Amanda Reimer, City Accountant

VI. /

AMANDA REIMER
CITY ACCOUNTANT

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

DEPARTMENT OF ACCOUNTING
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

TELEPHONE: (716) 695-8545
FAX: (716) 695-8573

AUG 20 2019

August 13, 2019

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

Dear Honorable Body:

At the June 19, 2018 Common Council Meeting, the Council approved a contract with Arcadis of New York, Inc. to compose a long-term Capital Improvement Plan for the City's Water Treatment Facility. The City anticipates applying for grants in September 2019 to offset the costs associated with this plan. As a prerequisite to the grant application, the City must adopt a bond resolution for the maximum cost of the Capital Improvement Plan. The amount of the adopted bond resolution does not imply that the City has approved a Capital Plan in the same amount. A final Capital Improvement Plan will be presented to the Common Council for approval subsequent to notification of grant awards. The maximum amount to be authorized for issuance in regards to the WTP Capital Improvement Plan is \$8,440,000.

Accordingly, please have this resolution authorizing the issuance of \$8,440,000 in Serial Bonds adopted by at least a two-thirds vote of the body and have it published in the official newspaper of the City, together with the legal notice of estoppel.

Regards,



Amanda Reimer
City Accountant

RECEIVED
CITY CLERK'S OFFICE
2019 AUG 13 PM 12:38
NORTH TONAWANDA NY

At a regular meeting of the Common Council of the City of North Tonawanda, Niagara County, New York, held at City Hall, 216 Payne Avenue, North Tonawanda, New York at 6:30 p.m. on August 20, 2019.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE "CITY") AUTHORIZING THE ISSUANCE OF \$8,440,000 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS IMPROVEMENTS TO THE CITY'S WATER TREATMENT PLANT

WHEREAS, the Common Council of the City of North Tonawanda (the "City") proposes to authorize the issuance of \$8,440,000 in serial bonds of the City to finance the estimated cost of various improvements to the City's Water Treatment Plant, as described herein, appropriate funds for such purposes and to make certain determinations in connection with such purposes.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK HEREBY RESOLVES (by the affirmative vote of not less than two-thirds of all the members of such body), AS FOLLOWS:

SECTION 1. The City is hereby authorized to issue \$6,340,000 principal amount of serial bonds pursuant to the provisions of the Local Finance Law (the "Law") to finance the cost of improvements included in Phase I of the City's Water Treatment Plant Capital Improvement Project, consisting of (i) intake, low-service pumping and finished water flow metering system improvements, (ii) low-service suction well structural improvements, (iii) sedimentation basin structural improvements, and (iv) filter building structural and backwash drain piping improvements. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose, including all ancillary, incidental and related equipment, machinery, apparatus, costs and expenses, is \$6,340,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$6,340,000 in serial bonds of the City authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is hereby determined that the period of probable usefulness for the

aforementioned class of objects or purposes is forty (40) years, pursuant to subdivision 1. of paragraph a. of Section 11.00 of the Law.

SECTION 2. The City is hereby authorized to issue \$2,110,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the cost of energy efficiency improvements at the City's water treatment plant, including the replacement of high-service pumps with high-efficiency equipment and variable frequency drive (VFD) pumps, replacement of interior and exterior lighting with high-efficiency light-emitting diode (LED) lighting systems, and certain heating, ventilation and air-conditioning upgrades, including steam boilers at the Main pumping station building, air conditioning systems and the replacement of select windows and doors at the new Main pumping station building. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose, including all ancillary, incidental and related equipment, machinery, apparatus, costs and expenses, is \$2,110,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$2,110,000 in serial bonds of the City authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is hereby determined that the period of probable usefulness for the aforementioned class of objects or purposes is forty (40) years, pursuant to subdivision 1. of paragraph a. of Section 11.00 of the Law.

SECTION 3. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. This resolution shall constitute a declaration of "official intent" to reimburse the expenditures as part of the project described herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 4. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said obligations, and of Section 21.00, Section 50.00, Section 54.90, Sections 56.00 through 60.00, Section 62.10 and Section 63.00 of the Law, the powers and duties of the Common Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents as to the sale and issuance of bonds herein authorized, including without

limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Clerk-Treasurer, the chief fiscal officer of the City. Further, pursuant to subdivision b. of Section 11.00 of the Law, in the event that bonds to be issued for any of the objects or purposes authorized by this resolution are combined for sale, pursuant to subdivision c. of Section 57.00 of the Law, with bonds to be issued for one or more other objects or purposes authorized by this resolution or other resolutions of the Common Council, then the power of the Common Council to determine the "weighted average period of probable usefulness" (within the meaning of subdivision a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the City Clerk-Treasurer, as the chief fiscal officer of the City.

SECTION 6. The City Clerk-Treasurer is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 7. The City Clerk-Treasurer is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchaser of any of the bonds or notes authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 8. The Common Council hereby determines that each of the projects authorized herein, the financing thereof as authorized by this resolution, and the adoption of this resolution, collectively constitutes a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA with respect to any of said projects need be taken by the Common Council as a condition precedent to the adoption of this resolution.

SECTION 9. The intent of this resolution is to give the City Clerk-Treasurer sufficient authority to execute those applications, agreements, instruments, or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of this Common Council.

SECTION 10. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 11. This resolution shall take effect immediately upon approval by the Mayor and the City Clerk-Treasurer is hereby authorized and directed to publish the foregoing resolution in full, or a summary thereof, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the City (a) for such publication, and (b) for the publication of the notice of sale in connection with any bonds issued pursuant to this resolution.

The following vote was taken and recorded in the public or open session of said meeting:

AYES: NAYS:

Dated: August 20, 2019

APPROVED BY:

Arthur G. Pappas,
Mayor of the City of North Tonawanda
Date: August ____, 2019

STATE OF NEW YORK)
COUNTY OF NIAGARA) S.S.:

I, the undersigned City Clerk-Treasurer of the City of North Tonawanda, New York (the "City"), DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting City Clerk-Treasurer of the City and the custodian of the records of the City, including the minutes of the proceedings of the Common Council of the City, and am duly authorized to execute this certificate.

2. A regular meeting of the Common Council of the City of North Tonawanda, Niagara, County, State of New York (the "Common Council"), was held on August 20, 2019, and attached hereto is a true and correct copy of a resolution duly adopted at such meeting and entitled:

BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE "CITY") AUTHORIZING THE ISSUANCE OF \$8,440,000 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS IMPROVEMENTS TO THE CITY'S WATER TREATMENT PLANT

3. That said meeting was duly convened and held and that said resolution was duly adopted in all respects in accordance with the law and regulations of the City. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Common Council was present throughout said meeting, and a legally sufficient number of members (2/3's of the Common Council) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

4. Following the adoption of said resolution, it was duly approved [or was deemed to have been approved] by the Mayor of the City on August ____, 2019, in accordance with the requirements of Section 2.023 of the City's Charter and said resolution became effective upon such approval.

5. The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the City of North Tonawanda this ____ day of August, 2019.

CITY OF NORTH TONAWANDA

By: _____
Matthew L. Parish, City Clerk-Treasurer

[SEAL]

ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted by the Common Council of the City of North Tonawanda on August 20, 2019, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of North Tonawanda, Niagara County, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Matthew L. Parish, City Clerk-Treasurer
City of North Tonawanda

SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Common Council of the City of North Tonawanda on August 20, 2019.

1. The resolution is entitled "BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE "CITY") AUTHORIZING THE ISSUANCE OF \$8,440,000 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS IMPROVEMENTS TO THE CITY'S WATER TREATMENT PLANT".

2. The resolution authorized serial bonds of the City for the following respective objects or purposes, in the respective principal amounts, and with the respective periods of probable usefulness ("PPU"), as indicated below:

(1) improvements included in Phase I of the City's Water Treatment Plant Capital Improvement Project, consisting of (i) intake, low-service pumping and finished water flow metering system improvements, (ii) low-service suction well structural improvements, (iii) sedimentation basin structural improvements, and (iv) filter building structural and backwash drain piping improvements, in the principal amount of \$6,340,000; PPU of 40 years; and

(2) energy efficiency improvements at the City's water treatment plant, including the replacement of high-service pumps with high-efficiency equipment and variable frequency drive (VFD) pumps, replacement of interior and exterior lighting with high-efficiency light-emitting diode (LED) lighting systems, and certain heating, ventilation and air-conditioning upgrades, including steam boilers at the Main pumping station building, air conditioning systems and the replacement of select windows and doors at the new Main pumping station building, in the principal amount of \$2,100,000; PPU of 40 years.

3. Aggregate amount of Debt Obligations Authorized: up to \$8,440,000.

The resolution summarized herein shall be available for public inspection during normal business hours at the offices of the City Clerk-Treasurer, City of North Tonawanda, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120.



CITY OF NORTH TONAWANDA WATER WORKS

V.2

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120
PHONE: (716) 695 – 8560, ext. #6411
Cell: (716) 583 – 1518
E-mail: billdavignon@northtonawanda.org

AUG 20 2019

William M. Davignon
Superintendent

August 14, 2019

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

RE: Award of Professional Services Contract for Arcadis of New York, Inc. to provide an Engineering Report for Phase #1 of the Water Treatment Plant Capital Improvement Plan.

Honorable Mayor Pappas and City Council Members:

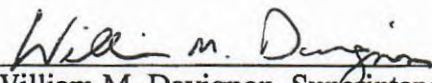
On Aug. 13, 2019 Arcadis Engineering and I gave a presentation to you regarding the Water Treatment Plant Capital Improvement Plan (“CIP”) Phase #1 and Energy Efficiency improvements.

Attached is the Arcadis Professional Services proposal to prepare an Engineering Report for Phase #1 of the Water Treatment Plant CIP. Included in this proposal is a detailed explanation of the services they will provide.

I respectfully request that you approve the Arcadis Professional Services proposal at a cost of \$34,000. The award of this professional services agreement is contingent upon the City Attorney’s approval.

Thank you for your time and consideration of my request.

Very truly yours,



William M. Davignon, Superintendent
Wastewater & Water Treatment

2019 AUG 15 4:48:30
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

c.c. file
Luke brown City Attorney
Dale Marshall, City Engineer
Amanda Reimer, City Accountant

Bill Davignon, Water/Wastewater Superintendent
North Tonawanda Wastewater Treatment Plant
830 River Road
North Tonawanda, New York 14120

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 600
Buffalo, NY 14202
Tel: 716 667 0900
Fax: 716 842 2612
www.arcadis.com

Subject:
Water Treatment Plant CIP – Phase 1 Engineering Report

Dear Mr. Davignon,

As discussed at our meeting on July 31, 2019, Arcadis is pleased to present this proposal to prepare an Engineering Report for Phase 1 of the proposed capital improvements at the City's drinking water treatment plant.

Phase 1 includes the following projects that are further defined under the City's Capital Improvement Plan:

- **Project No. 1:** Intake, Low-Service Pumping, and Finished Water Flow Metering System Improvements
- **Project No. 3:** Low-Service Suction Well Structural Improvements
- **Project No. 5:** Sedimentation Basin Structural Improvements
- **Project No. 17:** Filter Building Structural and Backwash Drain Piping Improvements

Arcadis will prepare an Engineering Report in compliance with the New York State Environmental Facilities Corporation (NYSEFC) Engineering Report Outline for New York State Assisted Drinking Water Infrastructure Projects. This report will serve as the basis for the improvements for the Phase 1 project and includes the following:

- Executive Summary
- Project Background and History - documenting site information, ownership & service area, existing facilities, project need, and completion of the Capacity Development Program Evaluation Form.
- Alternatives Analysis - providing a comprehensive analysis of potential alternatives including no-action, repair or replacement versus new construction, regional consolidation or interconnection, shared services or partnership opportunities, and other technically feasible alternatives. For the technically feasible alternatives, Arcadis will include the following:

WATER

Date:
August 13, 2019

Contact:
Daniel Seider, PE

Phone:
+1 716 667 6670

Email:
Daniel.Seider@arcadis.com

- Installing new vertical turbine or submersible pumps within the low-service suction wet well or replacing the existing pumps in-kind
- Replacing the concrete roof slabs on sedimentation basins no. 1 and 2 or repairing the roof slabs in place.

For each alternative, Arcadis will provide a description of the work, detailed cost estimates including itemized construction, engineering, legal, administrative costs, operation and maintenance costs, and annual debt service resulting from each alternative. Non-monetary factors such as personnel impacts and permitting issues will also be included.

- Summary and Comparison of Alternatives – providing a life-cycle cost analysis for all alternatives that converts capital, O&M, short-term assets, and salvage costs to present worth values.
- Recommended and Selected Alternatives – identifying the recommended alternatives including the basis for selection, cost estimate, project schedule, and other next steps that may be required during Task 2 – Design such as computational fluid dynamic or physical modeling. This would be necessary if it is determined that the pump intake conditions are non-standard and do not comply with the Hydraulic Institute Standards. The model will identify improvements to the suction well to improve flow conditions to each pump and avoid premature pump wear/damage to extend the useful life of each pump.
- Engineering Report Certification – signed and sealed by a professional engineer licensed to practice engineering in New York State.
- Smart Growth – completing and signing the Smart Growth Assessment Form and incorporating it into the Engineering Report

For preparation of the Engineering Report, we have assumed the following:

- The City will complete the environmental review, SHPO documentation, and bond resolutions.
- The formal WIIA Grant Application and DWSRF Project Listing Form will be prepared and submitted by the City's Grant Writer. Arcadis will coordinate with the Grant Writer and provide technical information as necessary to complete the applications.
- The WIIA Grant Application is due on September 13, 2019.
- The DWSRF Project Listing Application is due September 3, 2019.

The estimated fee for developing the Engineering Report is \$34,000. The work will be invoiced on a lump sum basis. Additional work, beyond the scope outlined above, will require written authorization from the City before it can proceed.

The work will be completed as quickly as possible, with the aim of having a Final Engineering Report included with the DWSRF financing application and the WIIA grant application.

City of North Tonawanda
Water Treatment Plant CIP – Phase 1 Engineering Report
August 13, 2019

Thank you for the opportunity to provide these services to the City. If you have any questions regarding this proposal, please contact me at 667-6670 or daniel.seider@arcadis.com

Sincerely,

Arcadis of New York, Inc.

A handwritten signature in black ink, appearing to read "Daniel Seider". The signature is written in a cursive style with a large initial "D".

Daniel J. Seider, PE
Project Manager

This is an **Agreement** effective as of _____, 2019 between the City of North Tonawanda [**“Client”**], having its principal place of business at 216 Payne Avenue, North Tonawanda, NY 14120, and Arcadis of New York, Inc., [**“ARCADIS”**] a corporation chartered under the laws of the State of New York, having its principal place of business at One Lincoln Center, 110 West Fayette St., Suite 300, Syracuse, NY 13202 and an office at 50 Fountain Plaza, Suite 600, Buffalo, NY 14202.

The Client intends to submit for DWSRF financing and a grant application through the Water Infrastructure Improvement Act for Phase 1 of the Water Treatment Plant Capital Improvement Plan [**“Project”**].

Client engages ARCADIS to provide professional engineering services in support of its Project [**“Services”**].

The location of the Project is 1 Archer Street, North Tonawanda, NY 14120.

ARCADIS’s Services for the Project are described generally as follows:

- Preparation of an Engineering Report in compliance with the New York State Department of Health and New York State Environmental Facilities Corporation guidelines titled ‘Engineering Report Outline for New York State Assisted Drinking Water Infrastructure Projects’.

In consideration of the mutual promises herein, Client and ARCADIS agree that the terms and conditions of this Agreement are the following:

1 BASIC SERVICES

- 1.1 Scope.** ARCADIS shall provide the Basic Services described in Schedule A. ARCADIS intends to perform the scope of services/work contemplated herein and in the contract documents through a combination of its own employees and employees of its affiliates, and the use of such affiliate labor shall not be deemed a subcontract for purposes of this Agreement. ARCADIS' obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 Standard of Care.** ARCADIS shall perform the Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided [**“Standard of Care”**]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 Instruments of Service.** ARCADIS is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its Services including designs, drawings, specifications, reports [**“Service Instruments”**] and other services provided under this Agreement.
- 1.4 Indemnification.** ARCADIS agrees to indemnify and hold Client harmless from all losses and damages resulting from ARCADIS's failure to meet the Standard of Care.
- 1.5 Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by ARCADIS under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

2 ADDITIONAL SERVICES

- 2.1 Scope.** ARCADIS will provide the **Additional Services** described in Schedule B when authorized in writing by Client.
- 2.2 Excluded Services.** Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

3 SECTION 3 -- CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 **Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Services.
- 3.2 **Services Criteria.** Provide all criteria and information as to Client's requirements for the Services, including objectives, concepts, constraints, and performance requirements, and any budgetary limitations.
- 3.3 **Data.** Give ARCADIS all available information, including previous reports and any other data in the possession of Client relative to the Services. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. ARCADIS may rely on the accuracy and completeness of the supplied data.
- 3.4 **Access.** Arrange for ARCADIS to enter upon public and private property as necessary.
- 3.5 **Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.
- 3.6 **Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Services. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.7 **Permits.** Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Services and approvals from others as may be necessary for the timely completion of the Services.
- 3.8 **Services Developments.** Give prompt written notice to ARCADIS whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS's services.

4 PERIODS OF SERVICE

- 4.1 **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services. The time of performance contemplated is the period which should reasonably be required for the completion of the Services.
- 4.2 **Delays.** If Schedule A specifies periods of time for performance of services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of ARCADIS, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 **Start of Performance.** ARCADIS will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and ARCADIS will constitute such authorization. If Client elects to authorize ARCADIS to proceed before signing this Agreement, ARCADIS shall be paid as if the services had been performed after both parties signed the Agreement.
- 4.4 **Completion of Performance.** For the purposes of final payment under Section 5, completion of ARCADIS's services will occur upon delivery of the final report as specified in Schedule A or B, as appropriate.
- 4.5 **Force Majeure.** If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

5 COMPENSATION

- 5.1 **Basic Services.** Client shall pay ARCADIS the Amount stated in invoices issued in accordance with Schedule C for actual work performed and Reimbursable Expenses incurred during the period covered by the invoice. ARCADIS shall be entitled to invoice for affiliate labor in the same manner as it invoices its own employees. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the ARCADIS address as described in the invoices.
- 5.2 **Additional Services.** Client shall pay ARCADIS for Additional Services actually performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.

5.3 Litigation Services. If Client requires ARCADIS' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, ARCADIS will provide such services in accordance with a Pricing Schedule for litigation services. In addition Client will promptly reimburse ARCADIS for its reasonable fees and expenses (including without limitation attorney's fees and other legal costs incurred by ARCADIS in response to a subpoena, or request for the production of documents, for any appearance at a deposition, trial or other legal proceeding) – provided ARCADIS is not a named party to such legal proceeding.

5.4 Delay or Termination.

5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than ARCADIS's fault, ARCADIS may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.

5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, ARCADIS shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.

5.5 Disputed Amounts. Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to ARCADIS in accordance with Schedule C.

5.6 Collection. Any reasonable attorneys' fees or other reasonable costs incurred by ARCADIS in collection of delinquent amounts shall be paid by Client.

6 OPINIONS OF CONSTRUCTION COST

6.1 Construction Cost. If the Service Instruments includes an estimate of the cost of constructing a facility, that cost includes the total cost to Client of those portions of the Project described in the Service Instruments. Construction Cost will not include ARCADIS's compensation and expenses, the cost of land, rights of way, or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraph 3.6 unless otherwise specified in Schedule A.

6.2 Opinions of Cost. ARCADIS's opinion of probable Construction Cost is made on the basis of ARCADIS's experience and qualifications and represents ARCADIS's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. ARCADIS does not guarantee that proposals, bids or actual Project cost will not vary from ARCADIS's opinions of probable Construction Cost.

7 GENERAL CONSIDERATIONS

7.1 Changes. By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to ARCADIS's performing the changed services.

7.2 Confidentiality. ARCADIS will hold secret and confidential all information designated by Client as confidential. ARCADIS will not reveal Confidential Information to a third party unless:

7.2.1 Client consents in writing;

7.2.2 the information is or becomes part of the public domain;

7.2.3 ARCADIS lawfully possessed the information before receipt from Client;

7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or

7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.3 Professional Service. The Service Instruments furnished under this Agreement are the tangible results of ARCADIS's professional services for the Services and ARCADIS shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client

7.3.1 **Reuse.** ARCADIS does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by ARCADIS for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle ARCADIS to compensation at rates to be agreed on by Client and ARCADIS.

7.3.2 **CADD.** ARCADIS may provide information related to the Service Instruments in computer-assisted design and drafting format to Client. CADD is derived in part from computer software for which ARCADIS is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

7.3.3 **Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information send in electronic media format by one party to the other party are furnished only for the convenience

of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

- 7.4 Insurance.** ARCADIS will maintain **insurance** against the following risks during the term of the Agreement:
- 7.4.1 workers compensation in statutory amounts and employer's liability for ARCADIS's employees' Services-related injuries or disease;
- 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from ARCADIS's performance under this Agreement; and
- 7.4.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of ARCADIS's failure to meet the Standard of Care.
- 7.5 Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State.
- 7.6 Successors.** This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.
- 7.7 Independent Contractor.** ARCADIS represents that it is an independent contractor and is not an employee of Client.
- 7.8 Disputes.** If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.
- 7.9 Notices.** Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the cover page of this Agreement. An address may only be changed by written notice.
- 7.10 Applicable Law.** ARCADIS and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, ARCADIS will comply with the requirements of:
- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.
- 7.11 Entire Agreement.** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.
- 7.12 Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.13 Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.

8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

- 8.1 Special Provisions.** This Agreement is subject to the following special provisions:
- 8.2 Schedules.** The following **Schedules** are attached to and made a part of this Agreement:
- 8.2.1 **Schedule A** "Scope of Basic Engineering Services and Related Matters"
- 8.2.2 **Schedule B** "Additional or Optional Engineering Services"
- 8.2.3 **Schedule C** "Pricing Schedule"

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Water/Wastewater Study Phase Services

Between City of North Tonawanda and Arcadis of New York, Inc.

Project Number: 66027594.0000

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT

Arcadis of New York, Inc.

Date _____

Date August 13, 2019

By _____

By 

Title _____

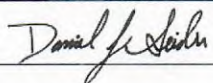
Title Senior Vice President

Where applicable to the jurisdiction:

Engineer License or Certificate No. 076897

State of New York

Witness _____

Witness 

Address for Giving Notices:

Address for Giving Notices:

Arcadis of New York, Inc.
One Lincoln Center
110 West Fayette Street, Suite 300
Syracuse, NY 13202
Attn: Legal Department

Schedule A
Scope of Basic Engineering Services and Related Matters

- A.1 The scope of basic services consists of this page plus the following documents, attached and made part of this Agreement:
 - a. Scope of Basic Engineering Services

- A.2 Subcontractors required for activities under this Schedule A will be identified prior to the commencement of such activities.

Schedule B
Additional or Optional Engineering Services

- B.1 The Scope of Additional or Optional Engineering Services consists this of page plus the following documents, attached and made part of this Agreement:
- a. In the event that Additional or Optional Engineering Services are identified and required under this Agreement at a later time, Client will provide ARCADIS written authorization to perform such Services.

**Schedule C
Pricing Schedule**

C.1 Terms of Payment

Lump Sum. For Basic Services under Section 1, Client shall pay ARCADIS a Lump Sum of \$34,000.

C.2 Reimbursable Expenses. Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10% to cover handling. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Transportation:

Current IRS mileage reimbursement rate;

Specialty Equipment:

In accordance with a usage rate schedule

C.3 Invoices. ARCADIS will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

V.3



CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120

Phone: (716) 695-8560, ext. #6411

Cell: (716) 583-1518

E-mail: billdavignon@northtonawanda.org

AUG 20 2019

William M. Davignon
Superintendent

August 14, 2019

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

**Re: Wastewater Treatment Plant Ferric Chloride System Replacement Project -
Approval of Change Order No. 2**

Dear Honorable Body:

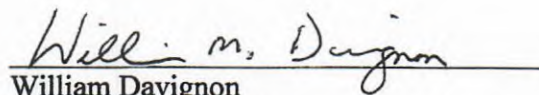
Approval of the Change Order No. 2 of the North Tonawanda Wastewater Treatment Plant (WWTP) Ferric Chloride System Replacement Project is hereby requested. The change order represents the following additional work:

- Additional Supports for tank Fill Piping \$3,450.00
- TOTAL** **\$3,450.00**

The extremely favorable bid of the project allowed the city to include these needed additional items in the project.

Accordingly, I respectfully request that the Common Council approve the change order in the amount of \$3,450.00 for the WWTP Ferric Chloride System Replacement Project with the State Group, Industrial (USA) Limited, 100 Stradtman St., Cheektowaga, NY 14206; increasing the contract amount from \$244,078.00 to the new contract amount of \$247,528.00; authorizing the Mayor to sign said change order subject to review by the City Attorney.

Very truly yours,


William Davignon
Superintendent of Wastewater & Water

cc: Luke A. Brown, City Attorney
Dale Marshall, City Engineer
Jason Aigner, The State Group Industrial (USA) Limited
Tim Walck, Wendel Engineering



The State Group Industrial (USA) Limited

ISO 9001
Registered

Phone: (716)-283-0620
Fax: (716)-283-0675
100 Stradtman Street
Buffalo, NY 14206

8/14/19

Wendel
375 Essjay Rd.
Williamsville, NY 14221

Attn: Tim Walck

Ref: 51-1915 PCO #2 Add'l Structural Supports for Tank Fill Piping

The State Group Industrial (USA) Ltd. is pleased to submit our price for additional work on the NTWWTP Ferric System Upgrades project per our site discussions and your email/ sketch of 8/9/19.

Add'l Tank Fill Piping Supports (2 each):

- Furnish and install 4x4x3/8" vertical angle 'mast' (approx. 10' in height) adjacent to each of the (2) tanks. Angle will be bolted to the existing concrete pad in the base of the tank.
- Install a 3x3x1/4 horizontal angle between the new 4x4 vertical angles and the concrete pier/ concrete tank wall to laterally brace the vertical angle
- PVC piping will be anchored to the vertical 4x4 angle in (3) locations by MLP per sketch
- All angle and plate material to be hot dipped galvanized
- All anchors to be stainless steel

Total = \$3,450.00

If you have any questions regarding the above items please do not hesitate to contact me by phone at 716-574-4483 or email j.aigner@stategroup.com.

Very truly yours,

Jason Aigner
Project Manager



"2013 Gold Summit & Pinnacle Award
Leader in Construction Employee Safety"



◆ OFFICES ACROSS NORTH AMERICA ◆
Everyone Goes Home Safe



"2017 NMAPC Gold Star Zero Injury Safety Award"

VI. 2

AMANDA REIMER
CITY ACCOUNTANT
JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST
SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

DEPARTMENT OF ACCOUNTING
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

TELEPHONE: (716) 695-8545
FAX: (716) 695-8573

AUG 20 2019

August 13, 2019

Honorable Arthur G. Pappas, Mayor
and 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 20, 2019, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,



Amanda Reimer
City Accountant

2019 AUG 13 PM 12:38
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

VI.3

AMANDA REIMER
CITY ACCOUNTANT

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

DEPARTMENT OF ACCOUNTING
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

TELEPHONE: (716) 695-8545
FAX: (716) 695-8573

AUG 20 2019

August 13, 2019

Honorable Arthur G. 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 amendment of fiscal year 2019 appropriations, based on the request of the Department Head, copy attached.

<u>Control Number</u>	<u>Dollar Amount</u>	<u>Increase Revenue Account/ Decrease Appropriation Account</u>	<u>Increase Appropriation Account</u>
26	\$2,000.00	001.3620.0410, Code Administration	001.3620.0480, Code Operations
27	\$5,000.00	001.1000.2770, Unclassified Revenue	001.3410.0480, Police Operations

Regards,



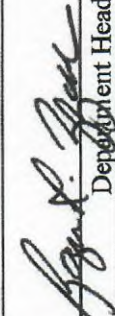
Amanda Reimer
City Accountant

RECEIVED
CITY CLERK'S OFFICE

2019 AUG 18 PM 12:38
NORTH TONAWANDA NY

Budget Amendment Request Form

Department: POLICE Date: 8/12/2019

Accounts and Documentation	
Dollar Amount	Increase(Decrease) Account
\$5,000.00	Increase(Decrease) Account <u>1.1000.2770</u> <u>Unclassified Revenue</u> Account Number Account Description
	Increase(Decrease) Account <u>1.3410.0480</u> <u>Police Operations</u> Account Number Account Description
Explanation: To adjust the 2019 Budget for Grant Funds received related to the shipment of certain City equipment to be acquired. Net impact on the budget is zero.	
COMMON COUNCIL ACTION IS NECESSARY	
	 Department Head Signature
	8/12/2019 Date

Budget Amendment Policy

- 2.31 - All Budget Amendments require authorization by the Common Council
- 2.32 - Budget amendments can be initiated by the Department Head by completing a Budget Amendment Form and submitting to the Accounting Department for review when:
 - a) The change will result in an overall increase or decrease to appropriations and either estimated revenues/fund balance.

For Accounting Department Use Only

Control #	87	Department of Accounting Audit	8/13/19
		Common Council Meeting Date	8/20/19

Budgetary Transfer Request Form

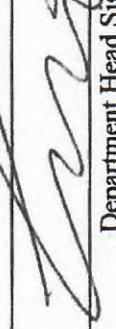
Department: BUILDING DEPT.

Date: 8-7-19

Dollar Amount	From Appropriation Account	Appropriation Accounts and Documentation	Into Appropriation Account
\$ 2000	3620-0410	ADMINISTRATION	3620-2480
	Account Number	Account Description	Account Number
<p>Explanation: <u>Additional funds are needed for glass cutting.</u> <u>* per email to [unclear]</u></p>			

Please Check One

<input checked="" type="checkbox"/> Common Council Action	<input type="checkbox"/> NO Common Council Action
---	---

 Department Head Signature	<u>8-7-19</u> Date
--	-----------------------

Budgetary Transfer Policy

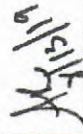
2.11 - Budgetary transfers can be initiated by a Department Head on his or her signature if all of the following criteria is met:

1. Transfer appropriations must be less than \$250.00
2. Transfer only between existing appropriation accounts within your Department Budget
3. Accumulated transfers made into any one appropriation account can not total more than \$250.00 within any fiscal year

2.21 - Budgetary transfers can be initiated by a Department Head through the Common Council if one of the following Criteria is met:

1. Transfer appropriations must be over \$250.00
2. Creation of a new appropriation account your budget

For Accounting Department Use Only

Control #	Department of Accounting Audit	Common Council Meeting Date
24	 8/14/19	8/14/19



Department of Police

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



TELEPHONE
(716) 692-4111
FACSIMILE
(716) 692-4321
EMERGENCY NO.
9-1-1

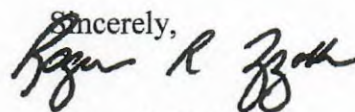
AUG 20 2019

8/06/2019

Honorable Arthur G. Pappas, Mayor
And Common Council
North Tonawanda, New York 14120

Dear Honorable Body:

Would you please reappoint Daryl E. Truty, 1374 Sweeney St., North Tonawanda, NY 14120 as Commissioner of Deeds for the City of North Tonawanda beginning September 6, 2019 and ending September 5, 2021.

Sincerely,

Roger R. Zgolak
Chief of Police

RECEIVED
CITY CLERK'S OFFICE

2019 AUG 9 PM 1:20
NORTH TONAWANDA NY



Department of Police

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

X.2

TELEPHONE
(716) 692-4111
FACSIMILE
(716) 692-4321
EMERGENCY NO.
9-1-1

AUG 20 2019

August 7, 2019

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

Dear Honorable Body,

The North Tonawanda Police Department is entering into a manpower crisis. I was anticipating two retirements by the end of calendar year 2019, and had planned to come before this body to ask permission to hire two officers immediately as an academy class begins on September 9, 2019.

Over the last two weeks I have been advised that two additional officers are retiring due to medical disabilities. One due to health issues is officially retired as of August 15, 2019. The other is pending disability retirement due to a job related injury. These four vacancies will have a tremendous impact on department operations as well as expenditures of overtime if left unfilled.

I respectfully request authorization to begin the process to hire four officers at this time. While I will not make any guarantees, I am exploring the possibility of filling at least one, possibly two of these vacancies with lateral transfers from other police departments. This would put already trained officers on the payroll without the time necessary to send them to the academy.

I sincerely appreciate your prompt attention to this matter as I need to notify The Niagara County Law Enforcement Academy as to the number of recruits we will be sending.

Respectfully,

Roger R. Zgolak
Chief of Police

RECEIVED
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2019 AUG 7 AM 11:24
NORTH TONAWANDA NY

NORTH TONAWANDA
Dept. of Youth, Recreation, Parks & Seniors

500 Wheatfield Street
North Tonawanda, NY 14120
Phone: (716) 695-8520
Fax: (716) 695-8533



August 12, 2019

The Honorable Mayor Pappas and Common Council
216 Payne Avenue
North Tonawanda, New York 14120

Dear Mayor Pappas and Common Council,

Our department received an event application for use of Raymond Klimek Veterans Park for a fundraising walk/event for the nonprofit group Apraxia Kids. The group is requesting the use of both shelters, as well as the band shell and use of the walking path through the park.

After reviewing the application, our department has approved the availability of the park for the specifics of their event on October 19, 2019 as indicated in their application and letter. They have additionally requested that the \$300 special event fee be waived. I have attached all pertinent information for your reference in making the determination on waiving the fee.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

RECEIVED
CITY CLERK'S OFFICE

2019 AUG 12 PM4:30
NORTH TONAWANDA NY

June 20, 2019

To the North Tonawanda Common Council,

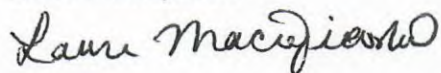
I am organizing a fundraising walk for the nonprofit group Apraxia Kids. The walk helps raise funds for the awareness, research and family support of children with Childhood Apraxia of Speech (CAS). CAS is a neurological disorder that impairs the child's motor planning needed to produce intelligible speech. It can also cause significant physical and academic delays. I have two children with this disorder, ages 6 and 3. I watch them struggle on a daily basis and often feel helpless to support them. I reached out to Apraxia Kids and offered to organize the run to not only support the organization, but to also create a special event awarding their hard work. After the walk I hope to start a family support group in WNY for kids and families affected by CAS.

This event was held last year at the Raymond Klimek Veterans Park and was a huge success. I am writing to request the use of this park for this years walk, and for your consideration to waive the park rental fee. We are hoping to hold the event on either October 19, 12 or 26th. The walk will begin around 9 am and last about three-four hours. We will begin the day with a ceremony recognizing the children with CAS. This will require the use of a DJ and amplification system. We will then walk for a mile around the park. I will need to place small flags around the park to map out the path. I am then hoping to finish the day with some food trucks and desserts. If possible, I would also love to bring some entertainment, such as a magician, face painting or balloon animals. I will have a team of volunteers who will help me set up and clean before and after the event.

I have included an informational brochure given by Apraxia Kids and a copy of their non profit certificate. If you need any other information please feel free to contact me at (716) 844-1063.

Thank you for your consideration.

Sincerely,
Laura Maciejewski





PARK/FACILITY EVENT APPLICATION

NT Dept. of Youth, Recreation, Parks & Seniors
500 Wheatfield St. North Tonawanda, NY 14120
(P) 716-695-8520 (F) 716-695-8533
ntparksrec@northtonawanda.org



An event is defined by the use of a park or facility that requires the use of multiple shelters or facilities, has an estimated party size that exceeds the capacity of a shelter, requires purchase of tickets, or includes sales of products with intent to generate revenue. Events may require increased maintenance, create public safety issues and/or require additional security.

Instructions:

Before any public or private organized activity can be conducted in North Tonawanda Parks or facilities the sponsoring group must:

1. Complete this application and submit to our department (address listed above)
2. Acquire a park use permit from our department (granted upon review and approval of application)
3. A three hundred dollar fee (\$300.00/day) is due at time of permit being issued.
4. The sale of any product or service requires the acquisition of a Vendors Permit at a cost of twenty-five dollars (\$25.00) from the Mayor's Office.
5. An event MAY NOT inhibit public use of a park and its facilities.
6. The Mayor's Office must provide final approval of any event.

SECTION 1

Contact Person: Laura Maciejewski Phone # 716-844-1063

Mailing Address: 28 Lynn Lea St. Williamsville NY 14221 my email: Laura.m22@gmail.com

Sponsoring Group: Apraxia Kids Email Carlym@apraxia-kids.org

Date(s) of Event 10/19/19 Second Option 10/12/19 Anticipated Attendance 100
or 10/26/19

Set up time 7:30 am Event start time 9 am Event End Time 1 pm Breakdown End Time 2 pm
(Time you need staff there to open up) (Time you need staff there to close down)

Park Requested: (Select all options that apply)

Mayor's Park Shelter 1 (50 cap) Shelter 2 (50 cap) Shelter 3 (80 cap w. kitchen-stove, fridge)

Notes: Permanent bathrooms, water, electricity, grill, playground

Pinewoods Park Shelter 1 (100 cap w. kitchen-stove fridge) Shelter 2 (50 cap w. kitchen-stove, fridge)

Notes: Permanent bathrooms, water, electricity, grill, playground, basketball court, walking path, disc golf course

Gratwick Riverside Park Shelter 1 (120 cap) *no water hookup
 Northwestern Park Area (Witmer to end of park heading towards NF)
 Central Park Area (Witmer to Soccer Field- Includes shelter, boat launch, playground)
 Southeastern Park Area (Soccer field to Ward Rd entrance)

Notes: Portable bathrooms, electricity, NO water, grill, boat launch, pier, playground, bike path

Raymond Klimek Veteran's Park Shelter 1 (80 cap) Shelter 2 (120 cap)
 Band Shell w. lights Band Shell without lights

Notes: Permanent bathroom, playground, band shell, electricity, fishing pier, walking path, veteran monuments

Botanical Gardens Gazebo and gardens

Notes: Kayak Launch, Boat launch, gardens, no electric or water, portable bathroom.

Other: In the space below list other park or facility requested for use.

SECTION 2

Type of activity: Concert Special Event (Community) Special Event (Private) Other

Describe the activity and its purpose Fundraising walk for Apraxia Kids

Will a fee be charged? Yes No If yes, how much? \$25.00

Will alcohol be served? Yes No

Will food trucks be serving food Yes No

Will there be inflatables/bounce houses Yes No (a copy of insurance for inflatables must be submitted)

Does your organization carry \$2,000,000 or more in comprehensive liability insurance? Yes No

Is your group a Not For Profit or Non-Profit organization? Yes No

Is the activity being conducted for fund raising? Yes No If yes, who will benefit _____

SECTION 3

What equipment and utilities are you requesting the City to provide? (Check all that apply)

(You will be notified if any specific requests have been denied and you will be responsible for providing items).

- | | |
|--|--|
| <input checked="" type="checkbox"/> Additional garbage receptacles/totes | <input type="checkbox"/> Police enforcement/security |
| <input type="checkbox"/> Additional power supply | <input type="checkbox"/> Lighting |
| <input type="checkbox"/> Other, explain in the space below | <input type="checkbox"/> Barricades/fencing |

What equipment will you be providing? (Check all that apply)

- | | | |
|--|---|--|
| <input type="checkbox"/> Additional power supply | <input type="checkbox"/> Stage | <input type="checkbox"/> Other, explain in space below |
| <input type="checkbox"/> Portable toilets | <input type="checkbox"/> Tents/chairs,etc | _____ |

By signing this Event Application, the sponsoring organization understands that it must adhere to all municipal ordinances and rules governing the utilization of park area(s):

Signature Laura Maciejewski

Date: 7/20/19

Parks & Rec Approval: [Signature]

Date: 8/7/19

Mayor's Signature: _____

Date: _____

XX.

City of North Tonawanda
216 Payne Ave.
North Tonawanda, NY 14120-5446

AUG 20 2019



(716) 695-8595
Fax (716) 695-8544

Building Department

To: Nicholas Robinson
Fr: Robert C. Depaolo

July 31 2019
RE; Drainage water

I would like to submit the potential addition to The Code of The City of North Tonawanda, Chapter 69 Plumbing.
The requested addition is in red.

§ 69-36 Area and yard drainage; downspouts and sump pumps.

A.

All paved areas, yards, courts and courtyards shall be drained into the stormwater sewer system and not into sewers intended for sewage only. Where there is no stormwater sewer accessible, such connections shall be discharged into the public gutter, unless otherwise permitted by the proper authorities, and, when connected to the storm sewer, need not be trapped.

B.

No downspouts or sump pumps from any buildings shall be discharged in such a manner as to drain to adjoining properties.

[Added 10-20-1981]

C.

Materials used for stormwater piping and back yard drains shall conform to ASTM 3034 SDR 35 (slip joint) or equal. All work performed on property owned by the City shall be completed under the supervision of a licensed plumber.

[Added 4-18-1989]

D.

Excess yard water, basement flood water, swimming pool, fountain, pond or any incidental water drained from private property must be drained directly into the public storm water sewer system. Where no storm water sewer is present, the water must be drained directly into the public gutter.

Thank you for your consideration in this matter.

Respectfully,

Robert C. Depaolo
Code Enforcement

RECEIVED
CITY CLERKS OFFICE
2019 AUG 14 AM 10:10
NORTH TONAWANDA NY

NORTH TONAWANDA
Dept. of Youth, Recreation, Parks & Seniors

500 Wheatfield Street
North Tonawanda, NY 14120
Phone: (716) 695-8520
Fax: (716) 695-8533



www.ntparksrec.com

August 1, 2019

The Honorable Mayor Arthur Pappas
And Common Council
216 Payne Avenue
North Tonawanda, New York 14120

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of July 2019.

Senior Center's Total Monthly Services **1232**

Unduplicated **220**

Duplicated **1012**

Programs this month included but not limited to: Nutrition Program, Attorney Services, General Membership Clubs, Club 99, Summer Picnic, Niagara County Market Coupon Program and Niagara County Information & Referral.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

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2019 AUG 1 PM3:46
NORTH TONAWANDA NY

MATTHEW L. PARISH
City Clerk-Treasurer
mattparish@northtonawanda.org

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

City of North Tonawanda

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

XXV. 2

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

AUG 20 2019

8/9/2019

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

Dear Sirs and Mesdames:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of July 2019.

General Fund

Balance Fwd - Checking	375,385.02
Balance Fwd - Money Market	7,851.67
Investments	2,000,000.00
Receipts for the month	1,716,967.87
Warrants Drawn	(2,444,054.35)
	<u>\$1,656,150.21</u>

Sewer Fund

Balance Fwd - Checking	345,500.87
Balance Fwd - Money Market	252,388.70
Investments	0.00
Receipts for the month	499,177.10
Warrants Drawn	(252,278.04)
	<u>\$844,788.63</u>

Water Fund

Balance Fwd - Checking	635,030.01
Balance Fwd - Money Market	1,237,329.14
Investments	0.00
Receipts for the month	529,467.34
Warrants Drawn	(163,249.53)
	<u>\$2,238,576.96</u>

Trust & Agency Fund

Balance Fwd - Checking	368,654.99
Receipts for the month	53,727.42
Warrants Drawn	(41,364.86)
	<u>\$381,017.55</u>

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NORTH TONAWANDA NY

Capital Construction Fund

Balance Fwd - Checking	796,025.95
Balance Fwd - Money Market	2,985,339.12
Receipts for the month	12,383.27
Warrants Drawn	(1,772,972.31)
	<hr/>
	\$2,020,776.03

Community Development Fund

Balance Fwd - Checking	1,685,924.46
Receipts for the month	0.00
Warrants Drawn	(211,977.86)
	<hr/>
	\$1,473,946.60

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	248,422.00
Warrants Drawn	(248,422.00)
	<hr/>
	\$0.00

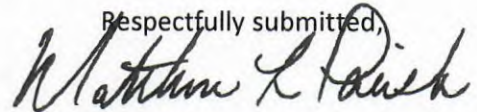
Housing Rehabilitation Fund

Balance Fwd	1,469.36
Receipts for the month	0.03
Warrants Drawn	0.00
	<hr/>
	\$1,469.39

Home Rehabilitation Fund

Balance Fwd	40,938.06
Receipts for the month	0.00
Warrants Drawn	(36.50)
	<hr/>
	\$40,901.56

Respectfully submitted,



Matthew L. Parish
City Clerk - Treasurer



Department of Police

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

XXV
TELEPHONE
(716) 692-4111
FACSIMILE
(716) 692-4321
EMERGENCY NO.
9-1-1

AUG 20 2019

August 14, 2019

Honorable Mayor Arthur G. Pappas and
Members of the City of North Tonawanda Common Council

Ladies and Gentlemen:

Please find attached the Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&T Report for the month of July 2019.

Respectfully submitted,

Roger R. Zgolak
Chief of Police

cc: Eric Zadzilka
cc: Austin Tylec
cc: Robert Pecoraro
cc: Mark Berube
cc: Donna Braun

RRZ/sd

RECEIVED
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2019 AUG 14 PM 3:24
NORTH TONAWANDA NY

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF JULY 2019
--

CRIMINAL

Complaints received and investigated	128
Complaints cleared by arrest or exceptional clearance	75
Complaints ruled unfounded	0
Number of males arrested under 18: 0 over 18: 31	31
Number of females arrested under 18: 0 over 18: 14	14
Arrests for other authorities	4
Failure to Appear/Violation of Probation Warrant Arrests	26
Above complaints cleared by J.A.B.	12
Complaints cleared by J.A.B. from previous months	11

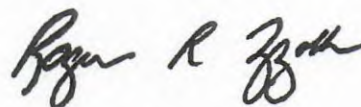
TRAFFIC

Traffic summonses issued	481
DWI arrests	7
Parking tags issued	50

MISCELLANEOUS

Miscellaneous service	2,729
Incident reports	145
Vehicle accidents	68
Vehicle accidents (fatal)	0
Vehicle stops	464
Police escorts	44
Prisoner meals	66
Mug shots taken	42
Fingerprints taken	42
Persons missing and located	3
Automobiles stolen	0
Automobiles recovered	1
Automobiles recovered for other authorities	1
Record check fees	\$75.00
Photocopy fees	\$20.25
Fingerprint fees	\$0.00
Fines collected	\$30,712.50
Value of property damaged	\$18,515.00
Value of property stolen	\$72,767.17
Value of property recovered	\$33,027.45

Respectfully submitted,



Roger R. Zgolak
Chief of Police

RRZ/sd

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF JULY 2019
--

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	0	0	
ALL OTHER OFFENSES	9	8	
ARSON	0	0	
BURGLARY	3	0	
COERCION	0	0	
CRIMINAL MISCHIEF	9	1	
CRIM POSS WEAPON	0	0	
DIS CON/HARASS	25	7	
DRUG OFFENSES	8	4	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	26	26	
FORGERY	2	0	
FRAUD (ID THEFT)	8	1	
LARCENY	21	7	
LEAVING THE SCENE	12	2	
MURDER	0	0	
RAPE	1	1	
ROBBERY	1	0	
SEXUAL OFFENSES	1	0	
SIMPLE ASSAULT	1	0	
STOLEN PROPERTY	1	0	
UNAUTH USE M/V	0	0	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		4	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		14	
TOTALS	128	75	0
# OF ABOVE COMPLAINTS CLEARED BY JAB		12	
# CLEARED BY JAB FROM PREV MONTHS		11	

V & T REPORT FOR THE MONTH OF JULY 2019

SPEEDING	99
REDLIGHT VIO.	26
STOP SIGN VIO.	70
NO REGISTRATION	15
NO LICENSE	23
FAULTY EQUIPMENT	43
NO INSPECTION	38
FAILED TO YIELD RIGHT OF WAY	8
SEAT BELT VIO.	25
NO INSURANCE	2
LICENSE PLATE VIO.	10
IMPROPER TURN	7
DROVE ON LEFT OF PAVEMENT MARKINGS	4
FAILED TO KEEP RIGHT	1
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	1
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	6
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	10
UNSAFE BACKING	1
MISCELLANEOUS	104

TOTAL 493

TRAFFICE MISD.

#OF COMPLAINTS/ARRESTS

DWI-----	7
OPERATING WHILE REG. SUSPENDED/REVOKED-----	5
AGGRAVATED UNLICENSED OPERATION 3 RD -----	13
AGGRAVATED UNLICENSED OPERATION 2 ND -----	6

FELONIES

AGGRAVATED UNLICENSED OPERATION 1 ST -----	1
---	---

FINES:

(CITY IMPOSED):

TRAFFIC:	\$ 29,303.00
PENAL LAW:	\$ 0.00
CITY ORDINANCE:	\$ 100.00
BAIL FORFEITURE:	\$ 339.50
ABC VIOLATION:	\$ 0.00
PARKING TAGS:	\$ 970.00
TOTAL FINES	\$ 30,712.50

MUG SHOTS: 42

PARKING TAGS: 50

MEAL TICKETS: 66

CFO - A.

AUG 20 2019

JG PRODUCTIONS AND ENTERTAINMENT

800 Walck Road, North Tonawanda NY 14120

8/14/2019

Dear Common Council,

We are requesting a rain make-up date for Thursday's on The Water for Thursday, September 5th from 5-9 pm. Thank you for your continued support. We hope for this approval and the continued success of this wonderful North Tonawanda event.

Regards,

Thursday's on the Water

RECEIVED
CITY CLERK'S OFFICE
2019 AUG 14 PM 1:17
NORTH TONAWANDA NY