

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

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

January 16, 2020

The following meetings have been scheduled for TUESDAY, JANUARY 21, 2020:

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, Schmigel, Pecoraro, Tylec**

FROM: Matthew L. Parish, City Clerk-Treasurer

RE: Agenda for regular session TUESDAY, JANUARY 21, 2020 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 10/11/2019, 11/8/2019, 11/22/2019

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

COMMUNICATIONS FROM CITY OFFICIALS

- | | | |
|---------------------------------|---|--|
| <u>#1. Dale Marshall</u> | - | Re: Retirement as City Engineer for the City of North Tonawanda |
| IV. Engineer | - | Re: Approval of the 2020 Storm Sewer Separation Project Riverview Avenue Neighborhood Project 2020-03, SEQRA-Environmental Assessment |
| I.1 Mayor | - | Re: Appointment of Chelsea Spahr as City Engineer for the City of North Tonawanda |
| I.2 Mayor | - | Re: Appointment of Robert Welch to the North Tonawanda Housing Authority |

- II. Attorney - Re: Approval of the Memorandums of Agreement between City of North Tonawanda and Firefighters Local 1333**
- III.1 Clerk-Treasurer - Re: Approval of the 2020 Contract with All Dawgs Academy, LLC for the housing of stay and abandoned dogs, for the City of North Tonawanda**
- III.2 Clerk-Treasurer - Re: Approval of the Standard Work Day and Reporting Resolution for 2020**
- III.3 Clerk-Treasurer - Re: Approval of the 2020 Serial Bond to Finance Various Public Improvements**
- III.4 Clerk-Treasurer - Re: Proposed Shared Services Agreement (Assessor's Office) with Town of Pendleton**
- V. Supt. Water/Wastewater - Re: Approval of Change Order No.1, Water Treatment Plant Standby Generator Replacement Project**
- VII. Accountant - Re: Payment of the Abstract of Claims Dated January 21, 2020**
- XIV.1 Dir. Youth, Recreation, Parks And Seniors - Re: Approval of the restructuring of Fee Schedules for Programs/Facility Rentals**
- XIV.2 Dir. Youth, Recreation, Parks And Seniors - Re: Approval of the Contract with GroupGolfer to promote and sell discounted Golf Vouchers at Deerwood Golf Course**
- XIV.3 Dir. Youth, Recreation, Parks And Seniors - Re: Approval of rental agreement with Lumber City Church for continued use of space for the Youth Center**
-

XXV. Monthly Reports

.1 Clerk-Treasurer .2 Senior Citizen Center

XXVI. Semi-Annual Vacation & Sick Leave Reports

.1 Building Inspector

XXVII. Annual Reports

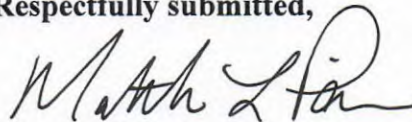
.1 Building Inspector

COMMUNICATIONS FROM OTHERS

**A.
Gateway Harbor of the
Tonawandas, Inc.**

- **Re: Permission to close the Webster Street
 Bridge and use of Gateway Park, March 1,
 2020, for the annual Green Beer Sunday**

Respectfully submitted,



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

THE BUFFALO NEWS

JAN 21 2020

-Affidavit-

Matthew Donnelly of the City of Buffalo, New York, being duly sworn, deposes and says that he/she is Principal Clerk of THE BUFFALO NEWS INC., Publisher of THE BUFFALO NEWS, a newspaper published in said city, that the notice of which the annexed printed slip taken from said newspaper is a copy, was inserted and published therein 3 times, the first insertion being on 10/11/2019 and the last insertion being on 11/22/2019

Math. Donnelly

Dates Ad Ran:

KT and TC Sun (55) 10/11/19
KT and TC Sun (55) 11/08/19
KT and TC Sun (55) 11/22/19

Sworn to before me this 27th day of December 2019

Debra M. Palkowski
Notary Public, Erie County, New York

DEBRA M. PALKOWSKI
Notary Public - State of New York
No. 01P84055683
Qualified in Erie County
My Commission Expires Sept. 5, 2021

2020 JAN 16 AM 10:22
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

LEGAL NOTICE
COUNTY COURT NIAGARA COUNTY NOTICE OF FORECLOSURE OF TAX LIENS
BY THE CITY OF NORTH TONAWANDA BY ACTION IN REM, PURSUANT TO
TITLE XXV OF THE CHARTER OF NORTH TONAWANDA.
PLEASE TAKE NOTICE THAT on the 7th day of October, 2019, the City
Clerk-Treasurer of the City of North Tonawanda, pursuant to law filed with the
clerk of Niagara County, a list of parcels of real property affected by unpaid tax
liens held and owned by such City of North Tonawanda which on such date
had been unpaid for a period of at least two years after the date when the tax
or other legal charge represented thereby became a lien.
Such list contains as to each parcel:
(A) A brief description of the property affected by such tax lien.
(B) The name of the last known owner thereof as the same appears on the
assessment roll of the said City of North Tonawanda for the last calendar year,
or a statement that the owner is unknown if such be the case and
(C) A statement of the amount of such tax lien upon such parcel including
those which shall have been due for less than two years together with the date
or dates from which, and the rate or rates at which interest and penalties shall
be computed.
All persons having or claiming to have an interest in the real property
described in such list of delinquent taxes are hereby notified that the filing
of such list of delinquent taxes constitutes the commencement by said City
of North Tonawanda of an action in the County Court, Niagara County, to
foreclose the tax liens therein described by a foreclosure proceeding in rem
and that such list constitutes a notice of pendency of action and a complaint
by said City of North Tonawanda against each parcel of real property therein
described to enforce the payment of such tax liens. Such action is brought
against the real property only and is to foreclose the tax liens described in
such list.
No personal judgment will be entered herein for such taxes or other legal
charges or any part thereof.
This notice is directed to all persons having or claiming to have an interest in
the real property described in such list of delinquent taxes and such persons
are hereby notified that a duplicate of such list of delinquent taxes had been
filed in the Office of the City Clerk-Treasurer of such City of North Tonawanda
and will remain open for public inspection up to and including the 6th day of
January, 2020, which date is hereby fixed as the last day for redemption.
AND TAKE FURTHER NOTICE that any person having or claiming to have
an interest in any such real property and the legal right thereto may on or
before said date redeem the same by paying to such City Clerk-Treasurer of
the City of North Tonawanda the amount of all such unpaid tax liens thereon
and in addition thereto all interest and penalties which are a lien against such
real property, computed to and including the date of redemption. In the event
that such taxes are paid by a person other than the record owner of such real
property, the person so paying shall be entitled to have the tax liens affected
thereby satisfied of record or to receive an assignment of such tax liens
evidenced by a proper written instrument.
Every person having any right, title, or interest in or lien upon any parcel of
real property described in such list of delinquent taxes may serve a duly veri-
fied answer upon the Attorney for the City of North Tonawanda setting forth
in detail the nature and amount of his interest and any defense or objection to
the foreclosure. Such answer must be filed in the Office of the County Clerk
and served upon the Attorney for the tax district foreclosing within twenty days
after the date above mentioned as the last day for redemption. In the event
of failure to redeem or answer by any person having the right to redeem or
answer, such person shall be forever barred and foreclosed of all his right, title
and interest and equity of redemption in and to the parcel described in such
list of delinquent taxes and a judgment in foreclosure may be taken by default.
North Tonawanda Attorney
Luko Brown, Esq.
City Hall, 216 Payne Avenue
North Tonawanda, NY 14120
Matthew L. Parish
City Clerk-Treasurer



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

#1
Dale W. Marshall, P. E.
City Engineer
Phone: (716) 695-8565
Fax: (716) 695-8568

JAN 21 2020

January 15, 2020

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

2020 JAN 16 AM 11:29
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Re: Retirement of City Engineer Dale W. Marshall, P.E.

Dear Mayor Pappas and Common Council Members:

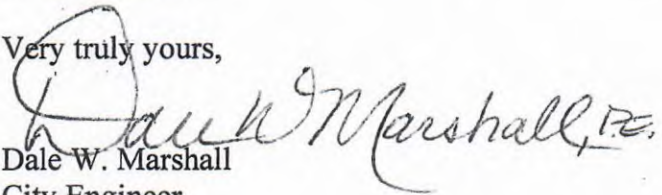
Please accept this letter as formal notification of my retirement from the City of North Tonawanda as City Engineer. My last day of work will be January 30, 2020.

I want to thank the City for the opportunity you gave me back on June 21, 1991 to be your engineer to help plan, develop, remediate, and oversee improvements to our City and its infrastructure. It was a dream job for me as a civil engineer and I can't believe how quickly the nearly 29 years have passed.

I regret that I will not be able to carry on with the design and construction of the many projects the Engineering Department is managing in 2020, but my staff is outstanding and will have no problems. Also, I will miss working with the many fantastic employees and departments of the City.

Accordingly, I offer my assistance to help the City in making the transition moving forward, and also whatever assistance you may require in the future.

Very truly yours,


Dale W. Marshall
City Engineer

DWM:dwm

Cc: file
City Attorney
City Clerk/ Treasurer
Department Heads



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

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

JAN 21 2020

January 15, 2020

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

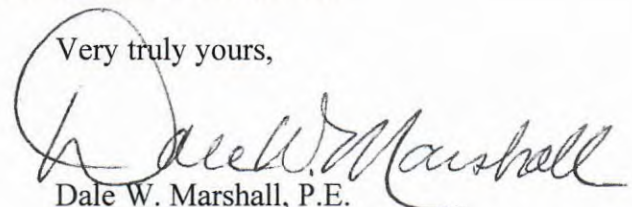
RE: 2020 Storm Sewer Separation Project
Riverview Avenue Neighborhood
Project 2020-03
SEQRA- Environmental Assessment

Honorable Body:

In accordance with the New York State Environmental Quality Review Act (SEQRA), the City in its capacity as Lead Agency, has prepared an environmental assessment of the significance of potential environmental impacts of the installation of new HDPE storm piping approximately 400 LF in length to separate storm sewer from the existing combined sanitary sewers on Riverview Avenue from Ward Road to Stenzil Street. This project is considered an unlisted action under SEQRA.

In order for the City to issue a Negative Declaration, Notice of Determination of Non-Significance, the Common Council should act on the following attached resolution.

Very truly yours,


Dale W. Marshall, P.E.
City Engineer

DWM:cls
Attachment

Cc: file, w/a
Luke A. Brown, City Attorney, w/a
Mark Zellner, Superintendent of Public Works, w/a

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2020 JAN 15 PM 12:20
NORTH TONAWANDA NY

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: 2020 Storm Sewer Separation Project			
Project Location (describe, and attach a location map): Riverview, Porter, Stenzil, Washington St.			
Brief Description of Proposed Action: Separation of storm water runoff from the sanitary sewer system in the Riverview Avenue area.			
Name of Applicant or Sponsor: City of North Tonawanda		Telephone: 716-695-8565 E-Mail: dalemar@northtonawanda.org	
Address: 216 Payne Avenue			
City/PO: North Tonawanda		State: New York	Zip Code: 14120
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ >0.5 acres			
b. Total acreage to be physically disturbed? _____ >0.5 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ >0.5 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ This action will be removing storm water runoff from the sanitary sewer system _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>City of North Tonawanda</u> Date: <u>1/15/20</u> Signature: <u>[Signature]</u> Title: <u>City Engineer</u>		

PRINT FORM

Project: Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Project: _____
 Date: _____

**Short Environmental Assessment Form
 Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of North Tonawanda	
Name of Lead Agency	Date
Arthur G. Pappas	Mayer
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

JAN 21 2020

Office of the Mayor

ARTHUR G. PAPPAS

January 16, 2020

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

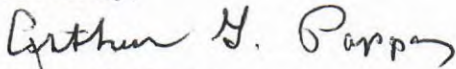
RE: Appointment of North Tonawanda City Engineer

Dear Honorable Body:

Please be advised that I am appointing Chelsea Spahr, 252 Niagara Street, North Tonawanda, NY 14120, as the City Engineer, effective January 31, 2020. Mrs. Spahr's starting pay will be \$106,981 Step 1 of the existing OPEIU salary schedule.

I feel confident she is well qualified to do the best job on behalf of the residents of the City of North Tonawanda.

Sincerely,



Arthur G. Pappas
Mayor

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CITY CLERK'S OFFICE

2020 JAN 16 PM 12:04
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA

T.2

Office of the Mayor

JAN 21 2020

ARTHUR G. PAPPAS

January 14, 2020

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

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CITY CLERK'S OFFICE

2020 JAN 14 PM 1:36
NORTH TONAWANDA NY

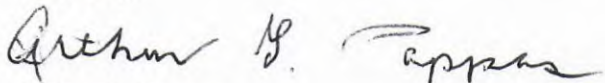
RE: Appointment to North Tonawanda Housing Authority

Dear Honorable Body:

Please be advised that I am appointing Robert Welch, 285 Spruce Street, North Tonawanda, NY 14120, to the Housing Authority Board effective February 1, 2020, for a term of five (5) years, expiring January 31, 2024.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

City of North Tonawanda

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

II.

JAN 21 2020

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

LUKE A. BROWN
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

January 15, 2020

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

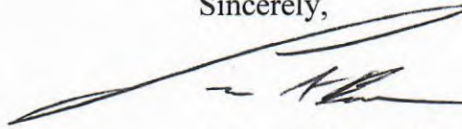
Re: MOAs Between City of North Tonawanda and Firefighters Local 1333

Dear Honorable Body:

Per the recent discussion at the Common Council Workshop session on January 14, 2020, attached hereto are three (3) Memorandums of Agreement between the City of North Tonawanda and Firefighters Local 1333 resolving various issue regarding the relative union contract.

Should Your Honorable Body approve of the Agreements, please pass a resolution adopting same. If you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,



Luke A. Brown, Esq.
City Attorney

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CITY CLERK'S OFFICE

2020 JAN 15 AM 11:37
NORTH TONAWANDA NY

MOA between City of North Tonawanda Firefighters Local 1333 and North Tonawanda Fire Chief Joe Sikora

The undersigned parties below agree to the following:

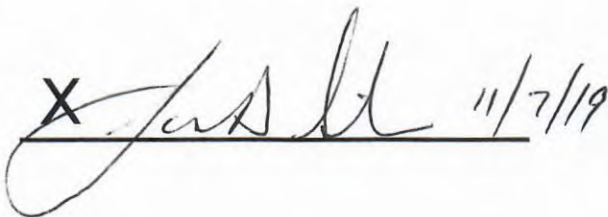
In the CBA between the City of North Tonawanda and the North Tonawanda Professional Firefighters IAFF Local 1333, the Section of 7.23 Regarding Medical Officer shall be changed to the following. It shall be split into a three man position with the Chief Medical Officer receiving a stipend of \$750 yearly and (2) two Assistant Medical Officers each receiving \$500 yearly per Assistant Medical Officer. Hence the below original CBA wording now in strikethrough will be changed to the new wording below it.

§7.23 Medical Officer


~~The medical officer shall be a member of Local 1333 and will be appointed by and serve at the pleasure of the Fire Chief. To be eligible to be appointed medical officer, the member must have and maintain certification as a Level 3 Critical Care Technician or higher. The medical officer will be responsible for the day-to-day operations of the North Tonawanda Fire Department Emergency Medical Service operations. The medical officer will be responsible for the ongoing certifications of membership and the department. The medical officer will receive an annual stipend of one thousand dollars (\$1,000.00), which will be paid on the first pay in December.~~

§7.23 Chief Medical Officer and Assistant Medical officers

The Chief Medical Officer and the two Assistant Medical Officers shall be active members of the Local 1333 and will be appointed by and serve at the pleasure of the Fire Chief. To be eligible to be appointed to any of the positions, the member must have and maintain certification as a Level 3 Critical Care Technician or higher. The Chief Medical Officer and his two Assistant Medical Officers will be responsible for the day to day operations of the North Tonawanda Fire Department Emergency Service operations. They will all be responsible for the ongoing certifications of membership and the department. The Chief Medical Officer shall receive an annual stipend of seven hundred fifty dollars(\$750.00) and the Assistant Medical Officers shall each receive a annual stipend of five hundred dollars(\$500.00) apiece which will all three be paid on the first pay in December.

X  11/7/19

Fire Chief Joe Sikora

X  11/7/19

NTPFFA Local 1333 Pres. Art Vater

Overtime Revision

When a firefighter is called for overtime and verbally refuses the shift the firefighter's card will be marked with an R and charged the appropriate hours. That firefighter will be called again, provided he notifies the officer if his availability has changed, but not charged again for that shift after the first call no matter how many overtime positions are available or become available for that shift. If overtime becomes available for a different shift that firefighter will be available for the shift.

A shift is designated as a day or a night.

Also, if a firefighter is called for overtime and accepts but then calls in sick the firefighters card will be changed from W to a F and the firefighter will not be charged sick time.

It is the responsibility of the firefighter to notify the duty officer if the status of his availability changes. I.E. The firefighter refused a Friday shift, but now is available for Friday.

This Memorandum of Operation is agreed upon and signed below by Fire Chief Joseph Sikora and NTPFFA Local 1333 President Art Vater on this date: Tuesday, October 29, 2019

Fire Chief Joseph Sikora

NTPFFA Local 1333 President Art Vater

X Joseph Sikora 11/7/19

X Art Vater 11/7/19

MOA between City of North Tonawanda Firefighters Local 1333 and North Tonawanda Fire Chief Joe Sikora

The undersigned parties below agree to the following:

In the CBA between the City of North Tonawanda and the North Tonawanda Professional Firefighters IAFF Local 1333, the Sections of 7.21 and 7.22, the wording of Level 3 Critical Care Technician will be changed to Advanced Emergency Medical Technician or Higher.

§7.21 Each participant who successfully completes all the requirements of the NYS Certified ~~Level 3 Critical Care Technician~~ or equivalent training shall receive a \$0.60 (sixty cent) per hour wage increase.
To be eligible for continued payment of said additional wage increase, the employee must maintain said ~~Level 3 Critical Care Technician~~ Certificate.

§7.22 Employees assigned to drive Rescue 1 must have successfully completed and maintain a minimum of certification as a ~~Level 3 Critical Care Technician~~.

The areas of double strikethrough will be replaced with above referenced wording as such:

§7.21 each participant who successfully completes all the requirements of the NYS Certified Advanced Emergency Medical Technician or Higher or equivalent training shall receive a \$0.60 (sixty cent) per hour wage increase.
To be eligible for continued payment of said additional wage increase, the employee must maintain said Advanced Emergency Medical Technician or Higher Certificate.

§7.22 Employees assigned to drive Rescue 1 must have successfully completed and maintain a minimum of certification as an Advanced Emergency Medical Technician or Higher.

The North Tonawanda Professional Firefighter IAFF Local 1333 adds that this is not an endorsement or agreement to drop the Level of Medical Care it provides. That this is simply a change made necessary by the NYS Dept of Health and the changes in training and title wording.

This agreement will be considered null and void should the 2020 AEMT class to be held in conjunction with the NTFD be cancelled.

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

111.1

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

JAN 21 2020

January 14, 2020

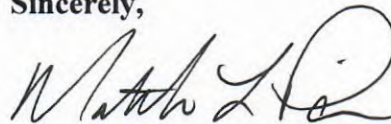
**Honorable Mayor and Common Council
City Hall
216 Payne Avenue
North Tonawanda, NY 14120**

Re: 2020 Contract – All Dawgs Academy LLC

Dear Honorable Body:

I respectfully request your Honorable Body accept this contract with All Dawgs Academy for the year of 2020 for the housing of stray and abandoned dogs. By accepting this contract, the motion will give the Mayor the authority to sign the Contract. This Contract has been reviewed by the City Attorney's Office and is waiting an official motion by the Council.

Sincerely,



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

RECEIVED
CITY CLERK'S OFFICE
2020 JAN 15 AM 11:24
NORTH TONAWANDA NY

AGREEMENT

This AGREEMENT made this 1 day of January, 2020 by and between the CITY OF NORTH TONAWANDA, NEW YORK, a municipal corporation having an office located at 216 Payne Avenue, North Tonawanda, New York 14120 (the "City") and ALL DAWGS ACADEMY LLC, having an office located at 363 Delaware St., Tonawanda, New York 14150,

RECEIVED
CITY CLERK'S OFFICE

WITNESSETH:

2020 JAN 7 AM 11:18
NORTH TONAWANDA NY

WHEREAS, All Dawgs Academy LLC pursuant to Section 115 of the Agriculture and Markers Law of the State of New York, is authorized to enter into a contract for pound or shelter services for dogs seized pursuant to laws, ordinances, rules and regulations applicable in the City of North Tonawanda and Article 7 of the Agriculture and Markets Law and for lost, strayed or homeless dogs, and for the destruction or other disposition of seized dogs, and for the destruction or other disposition of seized dogs not redeemed as provided in the Agriculture and Markets Law, and

WHEAREAS, the City desires to enter into a contract for such services with All Dawgs Academy LLC covering all dogs which are brought to All Dawgs LLC by the Animal Control Officer/North Tonawanda Police including those seized under the those Sized under the terms of a law applicable in the City of North Tonawanda, where the Animal Control Officer/North Tonawanda Police is authorized to act by agreement with The City; NOW, THEREFORE, in consideration of the covenants and agreements Hereinafter contained, the parties hereto do mutually covenant and agree as follows:

- 1. Term:** The term of this agreement shall commence the day the contract is voted on automatically and continuously renew for each succeeding year until the City or All Dawgs Academy LLC provides written notice to the other, at least thirty (30) days prior to the commencement of the succeeding year, of its desire to terminate this agreement.
- 2. Services Provided by All Dawgs Academy LLC.** During the term of this Agreement All Dawgs Academy LLC will (i) provide and maintain a shelter or pound for dogs seized by the Animal Control Officer/ North Tonawanda Police (ii) properly care for all dogs in such shelter or pound and (iii) Humanely euthanize or make available for adoption seized dogs not redeemed as provide in Article 7 of the Agriculture and Markets Law and the local law of the City of North Tonawanda. Such shelter or pound shall, at all times during the term hereof, be under the care and charge of a competent employee.

All Dawgs Academy LLC shall pay all costs and expenses incurred in connection Keeping and disposing of dogs delivered to All Dawgs Academy LLC by the municipality.

3. **Availability of Services.** Such shelter or pound shall be kept open twenty-four hours (24) hour a day, seven days a week (7).
4. **Location of Shelter.** Such shelter or pound shall be located at 363 Delaware Street, Tonawanda, New York 14150.
5. **Reports.** All Dawgs Academy LLC will provide reports pertaining to the Subject matter hereof and to the extent reasonably requested by the City.
6. **Indemnification.** All Dawgs Academy LLC covenants and agrees to Indemnify and save harmless the City of North Tonawanda, its departments, board, officers, agents and employees from any and all loss, costs and expenses, claims or demands, actions or causes of action arising directly or Indirectly from any and all actions or things done or omitted by said All Dawgs Academy LLC, its officers, agents and employees in carrying out the provisions of this Agreement.

The City covenants and agrees to indemnify and save harmless All Dawgs Academy LLC, its departments, board, officers, agents and employees from any and all loss, cost and expenses, claims or demands, actions or cause of action arising directly or indirectly from any and all actions or things done or omitted by said City, its officers, agents and employees in carrying out the provisions of this Agreement.

7. **Fees.** During this Agreement, the City shall pay the **All Dawgs Academy LLC Fees, costs and charges as follows:**
 - (a) Shelter and/ or Pound (kennel) Services. **Forty-Five and 00/100 (\$45.00) Dollars per dog first day and therefore thirty dollars a day for five (5) days;**
 - (b) Euthanasia Services. Capped at **five hundred (\$500.00) for the first (5) days.** being held and on **sixth day** euthanatized. The authorized person by the City of North Tonawanda will be the **DCO Officer** and City Treasurer only

- (c) Veterinary Fees for Unredeemed Seized Dogs. Actual itemized expenses with Prior approval of animal Control Officer/ North Tonawanda Police Chief. If the North Tonawanda Police Chief is unavailable or off duty, whatever immediate Service is necessary to make the animal comfortable up to a maximum of **One Thousand and 00/100 (\$1,000.00)** per dog as per state law.
- (d) Crematory and Disposal Services. **Twenty-five and 00/100 (\$25.00)** per dog.
- (e) Clerical Services. Two hundred and 00/100 (**\$200.00**) per month.

8. Impoundment Fess- Statutory Fees

- (a) During this Agreement All Dawgs Academy LLC **shall pay** the **City of North North Tonawanda** fees of \$10.00 per dog for the Impoundment Fees for first pick up and \$30.00 thereafter for any pick up. The fees will be paid at end of each month.

9. Amounts owing All Dawgs Academy LLC in respect to the above fees, costs and charges shall be billed (submitted on vouchers) to the City on a monthly basis. Such fees, costs and charges are payable only with respect to dogs delivered to All Dawgs Academy LLC by the Animal Control Officer, or North Tonawanda Police Officers.

10. **Dogs Returned to Owners.** All Dawgs Academy LLC shall provide the North Tonawanda Animal Control Officer, North Tonawanda Police Chief and North Tonawanda City Treasurer with a completed New York State DL-18 form, which shall contain the name, address and telephone number of the owner of the dog to whom it was returned. No dog shall be redeemed to any owner or authorized person unless and until the statutory fees are paid, and all **required licenses are obtained**, and the forms completed as required by law.

11. **Cancellation of Agreement.** Either party hereto shall have the right upon Thirty (30) days prior written notice to cancel this Agreement or any extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be hereunto affixed and these presents to be signed the day and year first above written

CITY OF NORTH TONAWANDA, NEW YORK

BY _____
Arthur G. Pappas, Mayor

Seal

ALL DAWGS ACADEMY LLC

BY Jeffrey R Williamson
Executive Director

Seal

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss:

On this 1 day of January 2020 before me personally appeared Arthur G. Pappas, who being by me duly sworn, did depose and say that he resides in the City of North Tonawanda, New York 14120; that he is the Mayor of the City of North Tonawanda, the municipal corporation described in and which executed forgoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authorization of the Common Council of said corporation and that he signed his name thereto by like authorization

Notary Public

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss:

On this 7 day of January, 2020, before me personally appeared Jeffrey R Williamson who, being by me duly sworn, did depose and say that resides at 363 Delaware St. Tonawanda, NY 14150; Jeffrey R Williamson is the Director of All Dawgs Academy LLC the corporation described in and which executed the foregoing instrument; that such corporation seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Michele L Brandel

Notary Public

35. By the Council

seconded by the Council

Resolved, that Mayor Arthur G. Papas be authorized to enter into an Agreement with All Dawgs Academy LLC for a term of one year commencing on _____, 2020, and be it further

Resolved that the cost will be \$_____ per year plus infirmary costs, a copy of the agreement is on file in the office of the City Clerk.

Total cost: \$_____ per year plus minimal cost

Fiscal Impact: \$_____ in year 2020 budget additional costs minimal & Undetermined)

Ayes: _____

Nays: _____

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

III.2

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

JAN 21 2020

Date: January 13, 2020

To: Mayor/Common Council

From: Matthew L. Parish - City Clerk/Treasurer

Subject: Standard Work Day and Reporting Resolution – 2020

RECEIVED
CITY CLERK'S OFFICE

2020 JAN 15 AM 11:48
NORTH TONAWANDA NY

New Regulation 315.4 outlines additional reporting requirements for elected or appointed officials and more clearly defines the process for reporting time worked by those officials.

This regulation became effective August 12, 2009.

I offer the following resolution for your consideration:

BE IT RESOLVED, that the City of North Tonawanda hereby establishes the following as standard work days for elected and appointed officials and will report (see attached) the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these Officials to the Clerk of this body.

2020 Elected/ Appointed Work Schedule City of North Tonawanda New York

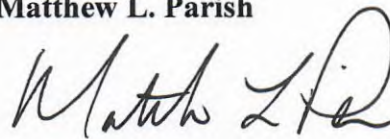
ELECTED OFFICIALS:

<u>TITLE</u>	<u>NAME</u>	<u>STANDARD WORKDAY</u>	<u>TERM BEGINS/ENDS</u>	<u>PARTICIPATES IN TIME KEEPING</u>	<u>DAY/MONTH</u>
Mayor	Arthur G. Pappas	7	01/01/18 – 12/31/21	N	20
Clerk-Treasurer	Matthew L. Parish	7	01/01/20 – 12/31/23	Y	20
Attorney	Luke Brown	7	01/01/18 – 12/31/21	Y	20
2 nd Ward Alderwoman	Donna Braun	6	01/01/20 – 12/31/21	Y	20
Alderman at Large	Robert E. Pecoraro	6	01/01/20 – 12/31/23	Y	20
Alderman at Large	Austin J. Tylec	6	01/01/18 – 12/31/21	Y	20
3 rd Ward Alderman	Eric Zadzilka	6	01/01/20 – 12/31/21	N	20
1 st Ward Alderman	Robert D. Schmigel	6	01/01/20 – 12/31/21	N	20

APPOINTED OFFICIALS

Adm. Assistant Mayor's Office	Daniel DiVirgilio	7	02/12/18 – 12/31/21	Y	20
Mayor's Secretary	Ashlee Rydzewski	7	01/01/15 – 12/31/21	Y	20
Asst. City Attorney	Nicholas B. Robinson	6	02/07/17 – 12/31/21	Y	20
Zoning Board	Kenneth Braun	6	01/01/19 – 12/31/23	Y	3
Planning Board	Michael Carney	6	06/17/15 – 12/31/21	Y	3
Planning Board	Thomas Jaccarino	6	01/01/20 – 12/31/26	Y	3

Matthew L. Parish



City Clerk-Treasurer

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

111.3

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

JAN 21 2020

January 16, 2020

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

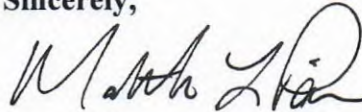
Re: The 2020 Serial Bond of the City to Finance Various Public Improvements

Dear Honorable Body:

In accordance with the adopted City of North Tonawanda 2020 Budget, please find a Serial Bond resolution in the aggregate amount of \$1,432,700, from our Bond Counsel, Harris Beach LLP.

Accordingly, please have this resolution 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.

Sincerely,



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

2020 JAN 16 PM12:04
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

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 January 21, 2020.

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 \$1,432,700 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS

WHEREAS, the Common Council of the City of North Tonawanda (the "City") proposes to authorize the issuance of \$1,432,700 in serial bonds of the City to finance various public improvements and purposes, as described herein, appropriate funds for such purposes and to make certain determinations in connection with such purposes; and

WHEREAS, all conditions precedent to the financing of each of the objects or purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act (collectively, "SEQRA"), have been performed and therefore no further action need be taken by the Common Council under SEQRA as a pre-condition to the adoption of this resolution; and

WHEREAS, the Common Council now wishes to appropriate funds for the various public improvements and purposes and to authorize the issuance of the City's bonds and bond anticipation notes to be issued to finance said appropriation.

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 \$360,000 principal amount of serial bonds pursuant to the provisions of the Local Finance Law (the "Law") to finance the estimated cost of acquiring snow removal equipment for use by the City's Department of Public Works consisting of a skid steer with attachments, a one ton dump truck, and one plow truck. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$360,000, said amount is hereby appropriated therefor and the plan for the financing

thereof shall consist of (i) the issuance of up to \$360,000 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 specific object or purpose is fifteen (15) years, pursuant to subdivision 28. of paragraph a. of Section 11.00 of the Law.

SECTION 2. The City is hereby authorized to issue \$50,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of acquiring a new chassis for a sanitation truck. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$50,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of up to \$50,000 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 specific object or purpose is fifteen (15) years, pursuant to subdivision 28. of paragraph a. of Section 11.00 of the Law.

SECTION 3. The City is hereby authorized to issue \$100,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of acquiring sewer generator pumps to be installed at various lift stations. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$100,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of up to \$100,000 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 specific object or purpose is thirty (30) years, pursuant to subdivision 4. of paragraph a. of Section 11.00 of the Law.

SECTION 4. The City is hereby authorized to issue \$42,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of resurfacing the Taber Place tennis courts, including all ancillary and related improvements, costs and expenses. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$42,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of up to \$42,000 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 specific object or purpose is fifteen (15) years, pursuant to subdivision 19(c). of paragraph a. of Section 11.00 of the Law.

SECTION 5. The City is hereby authorized to issue \$300,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of the 2020 Storm Sewer Separation and Sanitary Overflow project, consisting of the construction of separate sanitary and storm sewer lines to eliminate combined sewers and the construction of sanitary sewer overflows. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$300,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$300,000 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 specific object or purpose is forty (40) years, pursuant to subdivision 4. of paragraph a. of Section 11.00 of the Law.

SECTION 6. The City is hereby authorized to issue \$179,600 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of certain improvements to (i) Nash Road consisting of the conversion from four (4) lanes to three (3) lanes and (ii) Payne Avenue consisting of the conversion from two (2) lanes to three (3) lanes between Walck Road and Meadow Drive, including in both instances, new pavement markings and signage. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$179,600, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$179,600 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 (v) the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds or bond anticipation notes 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 specific objects or purposes is fifteen (15) years, pursuant to subdivision 20(c). of paragraph a. of Section 11.00 of the Law.

SECTION 7. The City is hereby authorized to issue \$68,000 principal amount of serial bonds pursuant to the provisions of the Local Finance Law (the "Law") to finance the estimated cost of acquiring two pick-up trucks for use by the City's Department of Youth, Recreation and Parks. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$68,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of up to \$68,000 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 specific object or purpose is fifteen (15) years, pursuant to subdivision 28. of paragraph a. of Section 11.00 of the Law.

SECTION 8. The City is hereby authorized to issue \$168,000 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of the acquisition of four (4) replacement passenger vehicles for use by the City's Police Department. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is

\$168,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$168,000 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 specific object or purpose is three (3) years, pursuant to subdivision 77(first). of paragraph a. of Section 11.00 of the Law.

SECTION 9. The City is hereby authorized to issue \$85,100 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of the acquisition of one fairway mower for use at the Deerwood Golf Course by the City's Department of Youth, Recreation and Parks. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$85,100, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$85,100 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 specific object or purpose is fifteen (15) years, pursuant to subdivision 28. of paragraph a. of Section 11.00 of the Law.

SECTION 10. The City is hereby authorized to issue \$80,100 principal amount of serial bonds pursuant to the provisions of the Law to finance the estimated cost of improvements to the City-owned Fire Station located at 71 Vandervoort Street (the "Station") consisting of the reconstruction of the floor on the south bay of the Station. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is \$80,100, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$80,100 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 specific object or purpose is fifteen (15) years, pursuant to subdivision 12(a)(2). of paragraph a. of Section 11.00 of the Law.

SECTION 11. 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 projects 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. This resolution shall take effect immediately upon approval by the Mayor and the City Clerk-Treasurer-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:

January 21, 2020

APPROVED BY:

Arthur G. Pappas,
Mayor of the City of North Tonawanda
Date: January ____, 2020

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

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

1. I am the duly qualified and acting City Clerk-Treasurer/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 January 21, 2020, 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 \$1,432,700 IN SERIAL BONDS OF THE
CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS

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 January ____, 2020, 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 21st day of January, 2020.

CITY OF NORTH TONAWANDA

[SEAL]

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

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 January 21, 2020, 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/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 January 21, 2020.

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 \$1,432,700 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS".

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

(1) Bonds in the principal amount of \$360,000 to finance the estimated cost of acquiring snow removal equipment for use by the City's Department of Public Works consisting of a skid steer with attachments, a one ton dump truck, a new chassis for a sanitation truck, and one plow truck; PPU of 15 years;

(2) Bonds in the principal amount of \$50,000 to finance the estimated cost of acquiring a new chassis for a sanitation truck; PPU of 15 years;

(3) Bonds in the principal amount of \$100,000 to finance the estimated cost of acquiring sewer generator pumps to be installed at various lift stations; PPU of 30 years;

(4) Bonds in the principal amount of \$42,000 to finance the estimated cost of resurfacing the Taber Place tennis courts, including all ancillary and related improvements, costs and expenses; PPU of 15 years;

(5) Bonds in the principal amount of \$300,000 to finance the estimated cost of the 2020 Storm Sewer Separation and Sanitary Overflow project, consisting of the construction of separate sanitary and storm sewer lines to eliminate combined sewers and the construction of sanitary sewer overflows; PPU of 40 years;

(6) Bonds in the principal amount of \$179,600 to finance the estimated cost of certain improvements to (i) Nash Road consisting of the conversion from four (4) lanes to three (3) lanes and (ii) Payne Avenue consisting of the conversion from two (2) lanes to three (3) lanes between Walck Road and Meadow Drive, including in both instances, new pavement markings and signage; PPU of 15 years;

(7) Bonds in the principal amount of \$68,000 to finance the estimated cost of acquiring two pick-up trucks for use by the City's Department of Youth, Recreation and Parks; PPU of 15 years;

(8) Bonds in the principal amount of \$168,000 to finance the estimated cost of the acquisition of four (4) replacement passenger vehicles for use by the City's Police Department; PPU of 3 years;

(9) Bonds in the principal amount of \$85,100 to finance the estimated cost of the acquisition of one fairway mower for use at the Deerwood Golf Course by the City's Department of Youth, Recreation and Parks; PPU of 15 years; and

(10) Bonds in the principal amount of \$80,000 to finance the estimated cost of improvements to the City-owned Fire Station located at 71 Vandervoort Street (the "Station") consisting of the reconstruction of the floor on the south bay of the Station; PPU of 15 years.

3. Aggregate amount of Debt Obligations Authorized: up to \$1,432,700.

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

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

III.4

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

JAN 21 2020

01/16/20

To: North Tonawanda Common Council
216 Payne Ave.
North Tonawanda, NY 14120

From: City Clerk/Treasurer

RE: Proposed Shared Services Agreement (Assessor's Office) with Town of Pendleton

Honorable Council,

I respectfully request that a determination be made, either for or against the proposed shared services agreement with the Town of Pendleton. The agreement would effectively enable the City of North Tonawanda's Assessor's Office to take over all duties and responsibilities of the Assessor for the Town of Pendleton. There will be a mutually agreed upon yearly payment from the Town of Pendleton to The City North Tonawanda and an associated stipend for the North Tonawanda City Assessor. I ask that you vote on the proposed agreement as per the approval of our (North Tonawanda) City Attorney's office once negotiations between the two municipalities have concluded.

Regards,



Matthew L. Parish
North Tonawanda Clerk/Treasurer

V



CITY OF NORTH TONAWANDA WATER WORKS JAN 21 2020

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120

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

Cell: (716) 583-1518

E-mail: billdavignon@northtonawanda.org

RECEIVED
CITY CLERK'S OFFICE

2020 JAN 13 PM 2:49
NORTH TONAWANDA NY

William M. Davignon
Superintendent

January 7, 2020

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

Re: Water Treatment Plant Standby Generator Replacement Project - Approval of Change Order No. 1

Dear Honorable Body:

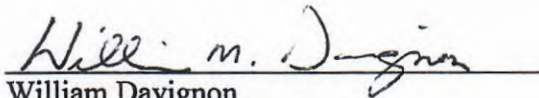
Approval of the Change Order No. 1 of the North Tonawanda Water Treatment Plant (WTP) Standby (backup) Generator Replacement Project is hereby requested. This work is necessary to ensure the safe and proper support for the new Generator. The change order represents the following additional work:

- **Construct shaft containment walls at two (2) locations. \$2,651.00**

The total project cost estimate of this project is \$3,061,512. The City recently received a NY State WIA Grant in the amount of \$1,836,907 which amounts to 60% of the total cost. That coupled with the City previously approving the use of \$1,224,605 out of reserve funds completes the funding for this project. Therefore, we are able to incur the extra \$2,651.00 cost for this change order.

Accordingly, I respectfully request that the Common Council approve the change order in the amount of \$2,651.00 for the WTP Standby Generator Replacement Project with STC Construction, P.O. Box 459, Springville, NY 14141; increasing the contract amount from \$229,700.00 to the new contract amount of \$232,351.00; 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
Mike Chirico, Nussbaumer & Clarke Engineering

Date of Issuance: December 30, 2019	Effective Date: December 30, 2019
Owner: City of North Tonawanda	Owner's Contract No.: 15J1-0199
Contractor: STC Construction	Contractor's Project No.:
Engineer: Nussbaumer & Clarke, Inc.	Engineer's Project No.: 15J1-0199
Project: North Tonawanda Water Treatment Plant-Stand by Generator Replacement	Contract Name: NT Treatment Plant Standby Generator

The Contract is modified as follows upon execution of this Change Order:

Description: Construct shaft containment walls at two (2) locations as described on Detail SK-1

Attachments: (1)-Field Order No. 1 (2)-SK-1; Access Shaft Wall Detail (3)-STC-Access Chase Proposal dated 12/24/19.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>229,700.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: NA \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>229,700.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>2,651.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>232,351.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>James R. Campalony</u>	By: _____	By: <u>Norris Poleon</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Capital Projects Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____
Date: <u>December 30, 2019</u>	Date: _____	Date: <u>1/2/2020</u>	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable) NA

By: _____ Date: _____
Title: _____

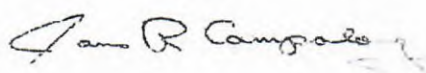
Date of Issuance:	December 13, 2019	Effective Date:	December 13, 2019
Owner:	City of North Tonawanda	Owner's Contract No.:	17J1-0024
Contractor:	STC Construction	Contractor's Project No.:	
Engineer:	Nussbaumer & Clarke, Inc.	Engineer's Project No.:	17J1-0024
Project:	North Tonawanda Treatment Plant Standby Generator Replacement	Contract Name:	NT Treatment Plant Standby Generator

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 2, and Section 01200 Paragraph 1 for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

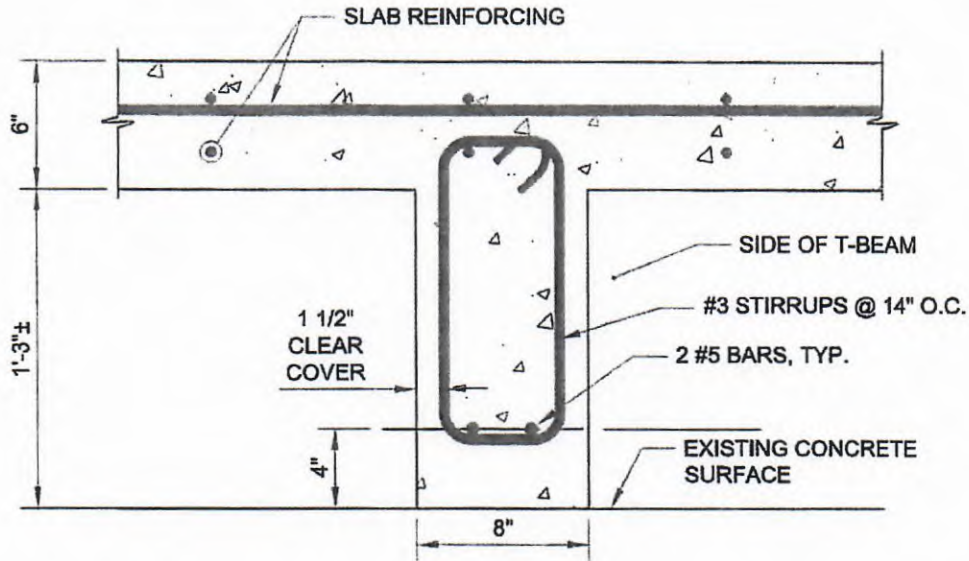
Reference: _____ S-101/SK-1 _____
Specification(s) Drawing(s) / Detail(s)

Description: Construct shaft containment walls at two (2) locations as described on detail SK-1 (copy attached).
STC to provide a formal cost quotation for the proposed work for review and approval by the City.

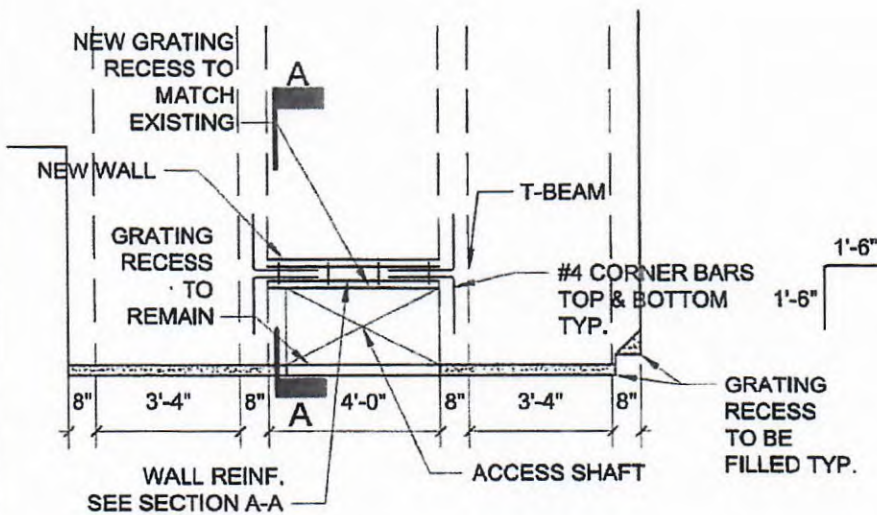
Attachments: SK-1; 12/10/19 email memo.

ISSUED:	RECEIVED:
	
By: _____	By: <u>Norris Polson</u>
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Capital Projects Manager</u>	Title: <u>Project Manager</u>
Date: <u>December 13, 2019</u>	Date: <u>12/24/2019</u>

Copy to: Owner



1 ACCESS SHAFT WALL SECTION A-A
SCALE: 1-1/2" = 1'-0"



2 T-BEAM SPACING PLAN
SCALE: 1/4" = 1'-0"

- NOTES:
1. EAST ACCESS SHAFT SHOWN, WEST ACCESS SHAFT SIMILAR AND OPPOSITE.
 2. REMOVABLE GRATES SIMILAR TO EXISTING TO BE PLACED OVER SHAFT OPENINGS.



3556 Lake Shore Road, Suite 500
Buffalo, NY 14219
(716) 827-8000 | (716) 826-7956 fax
www.nussclark.com

NORTH TONAWANDA WATER
TREATMENT PLANT STANDBY
GENERATOR REPLACEMENT

ACCESS SHAFT WALL DETAIL

SK-1

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

VII

TELEPHONE: (716) 695-8545

FAX: (716) 695-8573

JAN 21 2020

January 15, 2020

Honorable Arthur G. Pappas, Mayor
And Common Council
City Hall, 216 Payne Avenue
North Tonawanda, NY 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 January 21, 2020, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,

Sheri Gampp
Jr. Accountant

RECEIVED
CITY CLERK'S OFFICE

2020 JAN 16 AM 9:06
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



January 14, 2020

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

2020 JAN 15 AM 10:36
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Dear Mayor Pappas and Common Council,

I am respectfully seeking approval to the restructuring of fee schedules for some of our programs/facility rentals. Please see the suggested changes below as well as justification statements provided.

Field Rental Use

Game Day Prep Week nights (Monday-Friday): Includes field being dragged and lined. In the event of inclement weather which causes fields to not be playable, the league contact person will be notified by 3:00pm the evening of the game.

\$25 per day per field.

Game Day Prep Weekends (Saturday-Sunday): Price covers the overtime costs of staff for weekend field prep including dragging, prepping & lining the field.

\$150 per day for 1 field
\$200 per day for 2 fields
\$250 per day for 3 fields
\$300 per day for 4 fields

General Use Weekends (Saturday-Sunday): Price covers field usage with NO weekend field maintenance. Fields will be prepped on the Friday preceding the weekend and will not be dragged or lined over the course of the weekend. Field will be in "as is" condition based on the scheduled usage between time of Friday maintenance and your scheduled game time.

\$25 per day per field

Practices

There is no cost for teams wishing to use a field for a practice; however a practice permit must be obtained and a copy of your leagues insurance must be on file with our office.

Justification Statement: Previously there was no fee structure for field use- outside of a \$300 travel team fee which teams would pay for access to our fields for the entire season. Having a tiered fee schedule will establish a baseline enabling teams the ability to rent out fields at a reasonable price for leagues, individual games or tournaments.

Softball League Fees

\$300 per team (removal of non-resident team fee)

Kickball League Fees

\$150 per team (removal of non-resident team fee)

Justification Statement: Previously a non-resident team was considered to have 5 or more non-resident players and were responsible for a team fee of \$450 (softball) or \$200 (kickball). In attempt to increase the participation of our leagues and draw more players/teams into our program it is suggested that we have one universal team fee that would be competitively priced for all local markets mirroring the 2019 fees for our resident teams as indicated above. Doing so would increase the draw to our leagues, decrease the financial burden on local businesses who sponsor teams, and increase our overall revenue if the change draws the addition of 6 or more new teams.

Golf Fees

Though the golf fees will remain the same as per the fee schedule in 2019, we are seeking approval to offer a variety of promotional discounts and deals throughout the season as a marketing tool to draw more people to the course, and increase the overall revenue generated by daily play. These promotional deals/discounts would target non-primetime golfing windows in aims of increasing revenue during known slow times. Examples of promotions include things such as "Golf 18 holes for the price of 9", "Half price for a 4-some with cart", etc. All promotions would be administered through our office, made public through social media, website and email blasts and be available limited times throughout the season at the discretion of the Director.

Respectfully Submitted,



Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

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

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



January 15, 2020

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

Dear Mayor Pappas and Common Council,

Our Department is seeking approval of the attached contract with GroupGolfer to promote and sell discounted golf vouchers for 18-hole play with cart at Deerwood Golf Course. GroupGolfer is a subscription-based online business that connects a large network of golfers with Golf Courses by offering the discounted vouchers on a limited basis to all of their subscription members.

This contract would permit GroupGolfer to sell and distribute golf vouchers at the discounted price of \$17 for one round of 18-hole play with cart at Deerwood Golf Course, redeemable through July 15, 2020. GroupGolfer handles advertisement and marketing of the deal, and in turn sends a check for 75% of the total sales back to the City.

This process aims to increase the exposure and awareness of Deerwood Golf Course among thousands of local golfers who otherwise might not have played our course; driving public use of the course with an expected additional 2,000 rounds of golf providing the City \$25,500 in revenue.

I respectfully request the Council to approve this contract subject to the review of the City Attorney.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Alex Domaradzki', with a stylized flourish at the end.

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

RECEIVED
CITY CLERK'S OFFICE

2020 JAN 16 AM 9:53
NORTH TONAWANDA NY

GroupGolfer Terms & Conditions

I. **Voucher** Per Section 3 of the Merchant Agreement, GroupGolfer shall promote the Voucher. The Voucher itself will be sent to the purchaser electronically. The seller of the goods and services described in Voucher is Merchant. The Voucher shall then be redeemed by the purchaser from the Merchant.

- 1) Merchant offer is as follows: **\$17 for 18 Holes with Cart at Deerwood Golf Course**
- 2) The offer by Merchant is contingent upon a minimum number of units sold (the "Volume Threshold"), which is agreed to be: 10.
- 3) Expiration date: Merchant agrees that the offer will be available per the terms above until **(July 15, 2020)** from the feature date and subject to no further restrictions by the Merchant. To the extent required by applicable law, after the Opportunity Expiration Date, Merchant shall permit the purchaser to redeem the Voucher for the goods and services of the Merchant in the amount of the cash paid by purchaser, until that cash amount is redeemed in full.
- 4) If a customer makes a partial redemption by redeeming a Voucher for less than its face value, the Merchant will not be responsible for issuing a credit or cash equal to the difference between the face value and the amount redeemed, unless otherwise required by law. However, as noted in Section 3 above, the Merchant will be required to permit the purchaser to redeem the Voucher in the amount of the cash paid by the purchaser.
- 5) Voucher has the following special limitations or instructions:

1) Cannot use for outing, tournaments, cash back, course holidays, online tee times or leagues

2) Not valid for cash back or any other offer

3) Must make tee time in advance; subject to availability.

4) Valid any time ; subject to availability

6) Expires July 15, 2020

II. **Payment** GroupGolfer will pay Merchant **75%** for each Voucher properly activated for which a purchaser has fully paid GroupGolfer, less a **0%** of total sales credit card processing fee (the "Remittance Amount") in accordance with this paragraph. Merchant is registered for sales and use tax collection purposes, and shall be responsible for paying all sales and use taxes related to the goods and services described in the offer. GroupGolfer shall forward 50% of the Remittance Amount to Merchant within seven (7) business days from the Run Date, an additional 50% will be forwarded within thirty (30) business days of the Run Date. Amounts retained by GroupGolfer are compensation to GroupGolfer for the service of advertising and selling the Vouchers for Merchant.

Merchant Agreement

This Merchant Agreement is entered into by and between GroupGolfer LLC, a Michigan limited liability company with principal offices at 57 Macomb Place, Mt Clemens, MI 48043, and **Deerwood Golf Course** The "Merchant"), a retailer doing business in the state of **(NY)**. The parties shall be referred to collectively as the "Parties".

Merchant wishes to offer its products or services for sale through vouchers (the "Voucher(s)") which can be redeemed for Merchant's goods and/or services at a discount, which are offered to the public for purchase at www.GroupGolfer.com (the "Website") and are activated ("Activated") only upon reaching an agreed upon volume of purchasers ("Volume Threshold") and an agreed upon discount; and GroupGolfer wishes to sell Merchant's Voucher to the purchasers at the Website, the Merchant being the seller of the goods and the services, and GroupGolfer being the seller of the intangible rights contained in the Merchant's Voucher. Therefore, in consideration of the mutual covenants of the Parties and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This agreement is agreed upon by the Parties on _____The "Effective date").

2. **Voucher Sale.** Merchant authorizes GroupGolfer to offer, sell and distribute the Voucher, in accordance with this Agreement and subject to the restrictions set forth in the GroupGolfer Terms and Conditions. Merchant acknowledges that GroupGolfer may terminate the publication or promotion of the Voucher at any time. All terms contained in the attached GroupGolfer Terms and Conditions, including Sections I and II (Voucher and Payment) (collectively, the "Terms") are incorporated hereto and made a material part hereof.

3. **Voucher Publication and Delivery.** Vouchers shall be published on the Website in accordance with the Terms. The last date on which GroupGolfer publishes the Voucher and offers it to its users shall be considered the Run Date. The Voucher shall be activated, which means capable of being used for purchases with the Merchant in accordance with the terms of the Voucher as set forth in the Terms, only when the certain Volume Threshold of purchasers has been met. At the time that the Volume Threshold has been met; GroupGolfer will electronically deliver the Voucher to the purchaser. Once a Voucher is activated and delivered to the purchaser, Merchant shall be solely responsible for all customer service in connection with the Voucher and for supplying all goods and services specified in the Voucher.

4. **Payment.** GroupGolfer shall remit payment to Merchant according to the schedule and terms set forth in the Terms. Amounts retained by GroupGolfer are compensation to GroupGolfer for the service of advertising and selling the Vouchers for Merchant.

5. **License.** Merchant grants to GroupGolfer a non-exclusive worldwide license and right to use, reproduce, display, distribute and transmit the Merchant's name, logo and any trademarks ("Merchant Marks") and any photographs, graphics, artwork, text and other content provided or specified by Merchant ("Content") in connection with the marketing, promotion, sale or distribution of Vouchers, in any and all media or formats in which such Vouchers are marketed, promoted, transmitted, sold, or distributed, including but not limited to, on the GroupGolfer Website.

6. **Term and Termination.** This Agreement shall continue in effect for the longer of one (1) year following the Effective Date or the last date when a customer of GroupGolfer redeems a Voucher offered by Merchant through GroupGolfer. GroupGolfer may terminate this Agreement at any time for any reason by giving the Merchant written notice of such termination. The expiration of the Term shall not in any way affect the purchaser's usage of the Voucher, or Merchant's obligation for redemption of the Voucher. Upon execution of the Agreement, Merchant agrees that Merchant will not promote an online offer with respect to the products or services described in the Terms of similar, less than or greater value for a period up to 365 days from the Effective Date, plus a minimum of 365 days following the Merchant's date of feature on the GroupGolfer Website. This includes competing discount golf companies. Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 and any claims for

payments due GroupGolfer hereunder shall survive any expiration or termination of this Agreement.

7. Merchant Representations and Warranties. Merchant represents and warrants throughout the Term that: (a) Merchant has the right, power and authority to enter into this Agreement; (b) Merchant is registered for sales and use tax collection purposes in all states in which Merchant's goods and services will be provided pursuant to the terms and presentation of the Voucher; (c) the Voucher, upon being Activated and delivered by GroupGolfer shall be available immediately for redemption by the purchaser; (d) the terms and conditions of the Voucher, including any discounts or goods and services offered thereunder, comply with all, and do not and will not violate any, local, state or federal law, statute, rule, regulation, or order ("Laws"), including but not limited to, any Laws governing vouchers, gift cards, coupons, and/or gift certificates; (e) Merchant owns all right, title and interest in the Marks and Content and has the right to grant the licenses in the Marks and Content stated in this Agreement; (f) the Vouchers and any advertising or promotion of Merchant's products and services relating thereto will not constitute false, deceptive or unfair advertising or disparagement under any applicable Laws; and (g) the Marks and the Content do not and will not violate any copyright, trademark, or other intellectual property right or right of privacy or publicity of any third party or any Laws.

8. Indemnification. Merchant agrees to defend, indemnify and hold GroupGolfer, its affiliated and related entities, and any of its members, officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to attorney's fees and costs) arising out of or relating to any of the following: (a) any breach or alleged breach by Merchant of this Agreement or the representations and warranties stated in Section 7; (b) any claim for state sales or use tax obligations ("Taxes") arising from the sale and subsequent redemption of a Voucher; (c) any claim by any local, state or federal governmental entity for unredeemed Vouchers or unredeemed cash values of Vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest ("Abandoned Property Claims"); or (d) any claim arising out of or relating to the products and services provided by Merchant, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages. Without limiting the foregoing, Merchant shall pay any monies owed to any party, as well as all attorneys fees, related to action against, or determinations against, GroupGolfer related to any such action to pursue GroupGolfer for Taxes or Abandoned Property Claims.

9. Compliance with Gift Card, Gift Certificate and Abandoned Property Laws. Merchant further agrees to comply with the Voucher terms and conditions as set forth on the Website, and to ensure that the Vouchers comply with any and all Laws that govern vouchers, gift cards, coupons, and/or gift certificates, including but not limited to, the Credit Card Act of 2009 and any state or local Laws governing the imposition of expiration dates, service charges, dormancy fees or other terms and conditions of the Voucher. Merchant shall allow the purchaser to redeem the Voucher with Merchant for the amount paid by purchaser for the Voucher (i.e. the cash or redemption value of the Voucher) for the applicable term specified under applicable state or federal Laws and shall allow the cash redemption of the Vouchers as required by applicable state or federal Laws. To the extent required by applicable escheat or abandoned or unclaimed property Laws, Merchant shall be solely responsible for and agrees to report and pay over to the applicable local, state or federal governmental agency any unredeemed cash value of any Voucher issued under this Agreement. Merchant is responsible for keeping track of the cash amount paid by the purchaser for the Voucher and any unredeemed balance of that cash amount to ensure compliance with this section 9. Furthermore, Merchant agrees that so long as an appointment is made for the redemption of a voucher before the expiration date, the voucher will be fully honored without restriction even though the services may be fulfilled after the redemption date.

10. Confidentiality. The terms of this Agreement and the Agreement itself are confidential, and Merchant agrees to not disclose the terms described herein to any party (other than their employees, parent companies, and shareholders on a need-to-know basis only after each has taken the necessary precautions of the kind generally taken with confidential information to preserve the confidentiality of the information made available to such individuals). The terms contained herein are confidential between GroupGolfer and Merchant and not known to the general public outside of this Agreement, thus any breach of this confidentiality provision by Merchant shall be

considered a material breach of this Agreement and will result in irreparable and continuing damage to GroupGolfer for which there will be no adequate remedy at law; and in the event of such breach, GroupGolfer will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

11. Intellectual Property Rights. Merchant agrees and acknowledges that GroupGolfers owns all right, title, and interest in the GroupGolfer Website, GroupGolfer trademarks, and any software, technology or tools used by GroupGolfer to promote, market, sell, generate, or distribute the Vouchers (collectively the "GroupGolfer IP"). Merchant shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the GroupGolfer IP or any portion thereof, or use such GroupGolfer IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. Merchant shall not prepare any derivative work based on the GroupGolfer IP. Merchant shall not translate, reverse engineer, decompile or disassemble the GroupGolfer IP.

12. Limitation of Liability. Except as expressly set forth in this agreement, neither party makes any representations or warranties, express or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. GroupGolfer does not warrant or guarantee that the services offered on or through the website shall be uninterrupted or error-free, that the vouchers will be error-free or that any errors, omissions or misplacements in the voucher will be corrected, or that vouchers will result in any revenue or profit for merchant. Except for indemnification obligations hereunder, in no event shall either party be liable or obligated to the other party or any third party in any manner for any special, incidental, exemplary, consequential, punitive, or indirect damages of any kind regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if informed of the possibility of any such damages in advance, GroupGolfer's sole and complete liability to merchant for any claims arising out of relating to this agreement or any errors, omissions or misplacements of the vouchers shall be limited to the amount of opportunity fees paid hereunder. This limitation of liability shall apply to the maximum extent permitted by applicable law and notwithstanding the failure of any limited remedy. Any claim arising out of or relating to any error or omission in a Voucher must be made within 120 days of first publication of the Voucher. Otherwise, the claim shall be deemed waived by Merchant.

13. No Partnership. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

14. Assignment. Merchant may not assign or transfer its rights or obligations under this Agreement, whether by operation of law or otherwise, without GroupGolfer's prior written consent.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the conflict of law principles thereof. The parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in the State of Michigan.

16. Severability. If any terms hereof or the application thereof to any person or circumstance shall be determined to be null and void, ineffectual, invalid or unenforceable by any competent tribunal, the remaining terms hereof or the application of such term to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

17. Waivers. The waiver by either party of a breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. Entire Agreement. This agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing.

19. Electronic Acceptance. This Agreement may be executed in one or more counterparts and each party consents to electronic message (e-mail or otherwise) as acceptable means to constitute a written acceptance of an authorized person for such party. Each party represents and warrants that the person executing on behalf of such party has been duly authorized to execute this Agreement.

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

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



January 16, 2020

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

Dear Mayor Pappas and Common Council,

I respectfully ask for approval for the Mayor to sign the Rental Agreement with Lumber City Church for the continued use of space at the Hope Center (383 Vandervoort Street) which serves as the home to our Youth Center. The agreement is simply a renewal from the original two year agreement which expired. It has already been reviewed and approved by the City Attorney in terms of its legal content.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

2020 JAN 16 AM 11:17
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, entered into the ____ day of January, 2020 between Lumber City Church, with its main office located at 383 Vandervoort St, North Tonawanda, New York, the OWNER ("Lumber City"), and City of North Tonawanda ("Tenant").

WHEREAS, the Lumber City and Tenant wishes to renew its mutual agreement whereby for various considerations, the Tenant shall be allowed to rent and use, subject to all of the following terms and conditions, certain portions of the premises known as the Lumber City HOPE Center located at 383 Vandervoort Street, North Tonawanda, New York (the "Building"). The parties agree as follows:

I. TERM

Rental of the premises described herein shall continue from January 1, 2020 and shall terminate on September 30, 2021, unless terminated as provided in this agreement.

II. DESCRIPTION OF PREMISES TO BE RENTED AND INTENDED USE

1. The premises to be rented under this Agreement is as follows: Lumber City HOPE Center. Tenant will keep rented areas clean.
 - A) The Tenant will have first priority for the Upper Level and Entry Level for all scheduling except for Sundays. This includes the following:
 - a. 2nd floor common area
 - b. Two 2nd floor classrooms (including 2 bathrooms and kitchenettes)
 - c. Gymnasium
 - d. Restrooms
 - e. Secure storage in Ladies Locker Room/Shower
 - f. Office outside men's locker room and
 - g. Check in space on entry level
 - B) The Tenant will have second priority for the Lower Level. This includes the following:
 - a. Lower Level Auditorium
 - b. Lower Level Food Serving Area (Kitchen)
 - c. Lower Level Restrooms
2. The Tenant intends to use the premises for the City of North Tonawanda Youth Center.

III. CONSIDERATION FOR USE OF PREMISES

1. RENT
 - A) Rent for the aforesaid premises shall be as follows
\$800 monthly
The Tenant agrees to pay to the Lumber City the total sum of \$800 monthly, payable after execution of lease agreement. Rent not paid within 30 days of the signed agreement shall constitute a default, entitling Lumber City to terminate under Section VI.1.
 - B) Rent shall be paid to Lumber City Church, 383 Vandervoort St, North Tonawanda, NY 14120.
 - C) Rental payments include all utilities, janitorial and maintenance.
2. SECURITY DEPOSIT
 - A) Upon signing an original Agreement, Tenant paid Lumber City \$800.00 to be held by the Lumber City as a security deposit.
 - B) The security deposit shall be returned to Tenant upon delivery of premises to Lumber City in broom clean condition, reasonable wear and tear expected.

IV. LIMITATION AS TO USE AND SUBLETTING

1. The premises to be used by Tenant shall be used solely for the purpose or purposes indicated in the above Intended Use clause and for the incidental purposes related thereto during the period of this Agreement.
2. Tenant shall make no additions, alterations or improvements to the premises without written permission from the Lumber City. Tenant shall reimburse the Lumber City for any damage excepting normal wear and tear, to the premises resulting from the use of the premises by Tenant, its customers, employees or agents.
3. Tenant may not assign or sublease the premises to anyone else without the written permission of the Lumber City's representative, which may be withheld for any reason.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS TO BE PROVIDED BY TENANT

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

The City of North Tonawanda must name the Lumber City Church as an additional insured.

VI. TERMINATION OF AGREEMENT

1. VIOLATION. In the event of the violation by Tenant of any clause of the Agreement, or condition contained herein, the Lumber City shall have the right at the Lumber City's election to:
 - A) Give three (3) days written notice to Tenant to correct any violations of the Agreement.
 - B) To declare Tenant in violation of this Agreement and to terminate this Agreement. As a result of such violation, Tenant shall then vacate the premises within sixty (60) days or as otherwise agreed between parties.
 - C) To institute any necessary legal proceedings to evict the Tenant based upon the termination of the Agreement Tenant's subsequent holding over and failure to vacate the premises.
 - D) To recover cost of repairs, brokers fees, reasonable attorney fees and court costs and disbursements incurred in any legal proceeding brought by the Lumber City to secure the removal of Tenant from the premises.
2. BALANCE OF RENT. If the Agreement is terminated, the balance of rent for the unexpired term shall be due and payable. The Lumber City may re-rent the premises at its sole discretion.
3. EARLY TERMINATION DUE TO CHANGE IN LUMBER CITY NEEDS. The Lumber City hereby reserves the right to cancel the Agreement upon ninety (90) days written notice to Tenant after a determination by the Lumber City administration that there has been some change that substantially affects the needs or requirements of the Lumber City or the community in which it is located. The Lumber City will have the sole responsibility as to what defines "substantially affects the needs or requirements of the Lumber City or the community" ("Early Termination").

VII. NOTICE TO PARTIES

Any notice mailed, addressed to Tenant at City Hall, 216 Payne Avenue, North Tonawanda, New York 14120, or delivered to Tenant, shall be notice hereunder by the Lumber City. Any notice mailed or delivered to the Lumber City Church at 1001 East Robinson Street, North Tonawanda, New York 14120, shall be notice hereunder by Tenant.

VIII. IMPROVEMENTS, MAINTENANCE AND REPAIR

1. Tenant shall be responsible for cleaning and maintaining the interior space of the premises it leases. Lumber City shall be responsible for maintenance to exterior portions of the Building as well as any common areas of interior space within the Building not otherwise leased by Tenant.
2. Tenant will be charged for the cost of all labor and materials for all items of repair and maintenance necessitated by the actions of Tenant, its agents, servants, or employees and which are determined by the Lumber City not to have been reasonable wear and tear.
3. Tenant shall be solely responsible for obtaining and maintain any licenses, approvals, or permits necessary to operate its business.

IX. RIGHT OF ENTRY

The Lumber City reserves the right to enter the rented premises at reasonable times during business hours or otherwise, in the event of an emergency, for inspection, or for any purposes connected with the Lumber City's rights and obligations under this Agreement. The Lumber City shall also have the right to show the premises to prospective tenant during the last three (3) months of the term of the Agreement.

X. CONTENTS OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this instrument and caused their corporate seals to be hereunto affixed as of the date mentioned.

CITY OF NORTH TONAWANDA

Arthur G. Pappas, Mayor

LUMBER CITY CHURCH

Chad Rieselman, Lead Pastor

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, 1

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

JAN 21 2020

1/7/2020

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 December 2019.

RECEIVED
CITY CLERK'S OFFICE

2020 JAN 7 PM3:44
NORTH TONAWANDA NY

General Fund

Balance Fwd - Checking	2,773,740.90
Balance Fwd - Money Market	2,509,744.09
Investments	0.00
Receipts for the month	5,681,416.10
Warrants Drawn	(7,491,287.53)
	<u>\$3,473,613.56</u>

Sewer Fund

Balance Fwd - Checking	52,314.21
Balance Fwd - Money Market	5,972.58
Investments	0.00
Receipts for the month	935,828.50
Warrants Drawn	(741,642.72)
	<u>\$252,472.57</u>

Water Fund

Balance Fwd - Checking	1,085,393.63
Balance Fwd - Money Market	1,237,329.14
Investments	0.00
Receipts for the month	669,169.50
Warrants Drawn	(383,219.50)
	<u>\$2,608,672.77</u>

Trust & Agency Fund

Balance Fwd - Checking	262,169.71
Receipts for the month	58,087.43
Warrants Drawn	(59,105.50)
	<u>\$261,151.64</u>

Capital Construction Fund

Balance Fwd - Checking	1,572,226.60
Balance Fwd - Money Market	489,885.68
Receipts for the month	520,573.40
Warrants Drawn	(287,305.91)
	<hr/>
	\$2,295,379.77

Community Development Fund

Balance Fwd - Checking	1,313,495.18
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$1,313,495.18

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	249,841.00
Warrants Drawn	(249,841.00)
	<hr/>
	\$0.00

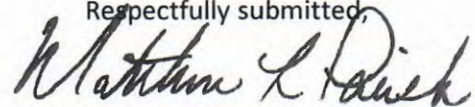
Housing Rehabilitation Fund

Balance Fwd	1,469.53
Receipts for the month	0.03
Warrants Drawn	0.00
	<hr/>
	\$1,469.56

Home Rehabilitation Fund

Balance Fwd	40,865.06
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$40,865.06

Respectfully submitted,



Matthew L. Parish
City Clerk - Treasurer

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

January 14, 2020

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 December 2019.

Senior Center's Total Monthly Services **737**

Unduplicated **171**

Duplicated **566**

Programs this month included but not limited to: Nutrition Program, legal services, travel club, Club 99, Niagara County Information & Referral. We also sponsor a "Little Free Food Pantry". This Pantry is available to the public 24/7.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

RECEIVED
CITY CLERK'S OFFICE

2020 JAN 15 AM 10:36
NORTH TONAWANDA NY

XXVI : 1
JAN 21 2020

MEMO

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

To: Hon. Arthur Pappas & Council

Date: January 8, 2020

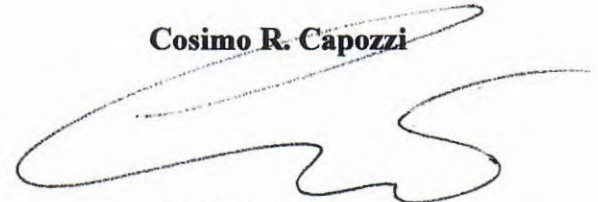
From: Cosimo R. Capozzi
Building Inspector

Re: Vacation/Sick days
report Jan-December 2019

Attached, please find copies of the vacation and sick days report for January 1 through December 31, 2019

Cc. file
Mayor
Council
Accounting

Cosimo R. Capozzi



Building Inspector

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CITY CLERK'S OFFICE
2020 JAN 8 PM 2:31
NORTH TONAWANDA NY

City of North Tonawanda

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

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 7/1/2019 THROUGH 12/31/2019

Cosimo R. Capozzi – Building Inspector

<u>Sick Days</u>	Balance Forward	195	Days
	Earned	6	Days
	Used	0	Days
	Sick Bank Donation	0	Days
	Remaining	201	Days

<u>Vacation Days</u>	Balance forwarded	31	Days
	Earned	00	Days
	Used/cashed in	18	Days
	Remaining (2019)	13	Days

	Balance forwarded	2	
<u>Birthday &</u>	Earned	1	Days
<u>Personal days</u>	Used	1	Days
	Remaining	2	Days

City of North Tonawanda

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

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 1/1/2019 THROUGH 12/31/2019

John Stahlman –Assistant Building Inspector

<u>Sick days</u>	Balance Forward	404.5 days
	Earned	18 days
	Used	6.5 days
	Sick Bank Donation	0 days
	Remaining	416 days

<u>Vacation days</u>	Earned	20 days
	Used/sold	20 days
	Remaining	0 days

<u>Birthday & Personal days</u>	Earned	5 days
	Used	5 days
	Remaining	0 days

City of North Tonawanda

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

DEPARTMENT OF BUILDING INSPECTION

PERIOD July 1 2019 to December 31 2020

Robert C DePaolo Code Enforcement/ Electrical Inspector

	Balance Forward	55	Days
	Earned	6	Days
<u>Sick days</u>	Used	0	Days
	remaining	61	Days

<u>Vacation days</u>	Balance Forward	14	Days
	Earned	0	Days
	Used/Cashed	14	Days
	Remaining	0	Days

<u>Birthday & Personal days</u>	Earned	5	Days
	Used	0	Days
	Remaining	5	Days

City of North Tonawanda

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

DEPARTMENT OF BUILDING INSPECTION

PERIOD COVERED 7-1-2019 to 12-31-2019

Renee K Proefrock- Clerk Typist

<u>Sick Days</u>	Balance Forward	16.5	Days
	Earned	6	Days
	Used	.5	Days
	Sick Bank Donation	0	Days
	Remaining	22	Days

<u>Vacation Days</u>	Balance forwarded	11	Days
	Earned		Days
	Used/cashed in	9	Days
	Remaining	2	Days

	Balance forwarded	0	
<u>Birthday &</u>	Earned	5	Days
Personal days	Used	5	Days
	Remaining	0	Days

XXVII, 1

JAN 21 2020

MEMO

Building Inspector's Office

City of North Tonawanda

(716) 695-8595

FAX (716) 695-8544

To: Hon. Mayor & Council

Date: January 9, 2020

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

Re: Annual revenue report

Attached, please find a copy of our revenue report for the period of January 1 to December 31, 2019.

**Cc. file
Mayor
Council
Accounting**

Cosimo R. Capozzi

Building Inspector

2020 JAN 9 PM1:42
NORTH TONAWANDA NY

Memo

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

To: Honorable Mayor and Common Council

Date: January 9, 2020

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

**Re: Revenue Report
January 1 to December 31, 2019**

**Following is a summary report of activities in the Building Department from
January 1 to December 31, 2019.**

Contractor licenses- 708 licenses issued,	\$ 88,500
Building Permits-1777 permits,	\$ 324,964
Plumbing Licenses-	\$ 6,975
Plumbing exam fees	\$ 1,600
Plumbing Permit fees	\$ 73,270
Auto dealer/storage licenses- 21 licenses,	\$ 2,100
Property research	\$ 1,305
Grass cut inspection fees	\$ 9,400
<hr/> Total collected for 2019	<hr/> \$ 508,114

Cc. File
Mayor
Council
Accounting

CFO-A.

GATEWAY HARBOR OF THE TONAWANDAS, INC. JAN 21 2020
254 SWEENEY ST.
NORTH TONAWANDA, NY 14120

January 2, 2020

Mayor Art Pappas
Common Council of the City of North Tonawanda
216 Payne Ave.
North Tonawanda, NY 14120

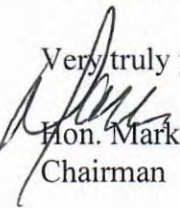
Re: Green Beer Sunday
Sunday, March 1, 2020

Gateway Harbor with the cooperation of both the City of Tonawanda and City of North Tonawanda would like to hold its Sixth Annual Green Beer Sunday on Sunday, March 1, 2020. This event continues to grow and we encourage the participation of city officials in the parade.

We are requesting the closure of the Webster St. Bridge and the use of Gateway Park on Sweeney Street which would be the half of the street toward Webster from Noon to 4PM on that day. We will also need no parking for that half from Saturday morning at 8AM on February 29th in order to set up the tent and stage. As you know this is a family oriented event with the public.

Since this is a Gateway sponsored event there is adequate insurance. Thank you for your consideration.

Very truly yours;


Hon. Mark E. Saltarelli
Chairman

RECEIVED
CITY CLERK'S OFFICE

2020 JAN 7 AM 9:29
NORTH TONAWANDA NY

RECEIVED
JAN 07 2020