

**TO: Honorable Mayor & Common Council
President Zadzilka
Aldermen Schmigel, DiBernardo, Pecoraro, Tylec**

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, JANUARY 5, 2021 6:30PM

AUDIENCE PARTICIPATION – Due to the COVID-19 (Coronavirus) the meeting will not be open to the public.

PROOF OF PUBLICATION PUBLISHED 12/10/2020

- 1) **Legal Notice – Request for Proposals from Firms to provide Consulting Services to assist the City with the Implementation of its Foreclosure Prevention and Outreach Plan – Community Development**

COMMUNICATIONS FROM CITY OFFICIALS

- | | | |
|------------------|---|--|
| I.1 Mayor | - | Re: Re-appointment of Joseph Midura as the City Historian |
| I.2 Mayor | - | Re: Re-appointment of Jacob Haacker to the Zoning Board of Appeals |
| I.3 Mayor | - | Re: Re-appointment of Jeffrey Licht and Benjamin Meyer to the North Tonawanda Waterfront Commission |
| I.4 Mayor | - | Re: Appointment of Athena Tucker-Pasiak to the Board of Assessment Review Committee |

- I.5 Mayor** - **Re: Re-appointment of Kenneth Brennan and appointment of Beverly Loxterman to the Planning Commission**
- I.6 Mayor** - **Re: Re-appointment of Frank Grandinetti to the North Tonawanda Plumbing Board**
- I.7 Mayor** - **Re: Re-appointment of Mark Lemke and Mark Anastasi to the Traffic Safety Committee**
- I.8 Mayor** - **Re: Re-appointment of Nathan Sikora as Bingo Commissioner for North Tonawanda**
- I.9 Mayor** - **Re: Re-appointment of Dale Rogers as the North Tonawanda Market Clerk**
- II. Attorney** - **Re: Proposed Master Development Agreement and Agreement for the Purchase and Sale of Real Property City of North Tonawanda and Pennrose, LLC**
- VII. Accountant** - **Re: Payment of the Abstract of Claims Dated January 5, 2021**
- X.1 Police Chief** - **Re: Approval of Marie Smolinski as Clerk for the Juvenile Aid Bureau**
- X.2 Police Chief** - **Re: Approval of Stephen Endres as a Commissioner of Deeds for the City of North Tonawanda**
- XIV. Youth, Recreation, Parks And Seniors** - **Re: Approval of Bid for the Repair and Resurfacing of the Taber Tennis Courts**

XVII. Traffic Safety - Re: Various Traffic Safety Recommendations from their December meeting

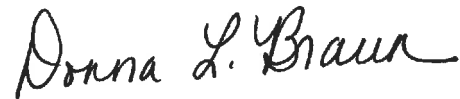
XXV. Monthly Reports

.1 Police Department

XXXII. 1 Community Development - Re: Adoption of require EEO and MWBE Policy Statements

XXXII.2 Community Development- Re: Approval of Municipal endorsement Resolution in favor of LCDC applying to the NY Main Street Program

Respectfully submitted,



**Donna L. Braun
City Clerk-Treasurer**

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

JAN 05 2021

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 14 PM 1:06
NORTH TONAWANDA NY

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

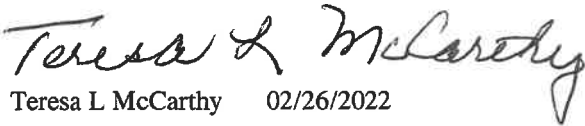
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 277248 was printed and published in said paper on the following dates:

12/10/2020


Principal Clerk

Subscribed and sworn to before me this
12-10-2020


Teresa L. McCarthy 02/26/2022

Notary Public Expiration Date

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

**Legal Notice
Request for Proposals**

Digital proposals will be received by the City of North Tonawanda in the Community Development Office until Tuesday, January 5th, 2021, at 4:00pm (EST) from firms, located and authorized to do business in the State of New York, to provide consulting services to assist the City with the implementation of its Foreclosure Prevention and Outreach Plan.

The Request for Proposals (RFP) shall be available in the following formats: hard copy (paper) and electronic email (Adobe Acrobat *.PDF format) upon request by contacting Michael Zimmerman at (716)-695-8580 or email to: mzimmerman@northtonawanda.org. Each proposal shall contain the full name and address of each person or company submitting the proposal. Proposals shall be delivered NO LATER THAN Tuesday, January 5th, 2021, at 4:00pm (EST) to:

Michael Zimmerman
Director of Community Development
mzimmerman@northtonawanda.org

All questions shall be submitted in writing and shall be mailed, emailed or faxed to: Michael Zimmerman, Director of Community Development, 500 Wheatfield Street, North Tonawanda, NY 14120, or mzimmerman@northtonawanda.org, or fax: (716)-614-0519.

All proposals must be received on time and in full compliance with the instructions contained in the RFP: The City of North Tonawanda reserves the right to reject any and all Proposals, and to withdraw this solicitation at any time.

#N277248 12/10/2020

Office of the Mayor

JAN 05 2021

ARTHUR G. PAPPAS

December 21, 2020

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

RE: Re-Appointment of City Historian

Dear Honorable Body:

Please be advised that I am re-appointing Joseph Midura, 115 10th Avenue, North Tonawanda, NY 14120, to continue as City Historian, effective January 1, 2021, for a (1) one year term which expires on December 31, 2021.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

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CITY CLERK'S OFFICE
2020 DEC 25 4:12:03
NORTH TONAWANDA NY

JAN 05 2021

Office of the Mayor

ARTHUR G. PAPPAS

December 21, 2020

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

Re: Re-Appointment to Zoning Board of Appeals

Dear Honorable Body:

Please be advised that I am re-appointing Jacob Haacker, 604 Meadowbrook Drive, North Tonawanda, NY 14120, to Zoning Board of Appeals, effective January 1, 2021 for a term of (5) five years expiring December 31, 2025.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 29 AM 10:07
NORTH TONAWANDA NY

JAN 05 2021

Office of the Mayor

ARTHUR G. PAPPAS

December 21, 2020

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

RE: Re-Appointment to North Tonawanda Waterfront Commission

Dear Honorable Body:

Please be advised that I am re-appointing Jeffrey Licht, 389 Fredericka Street, North Tonawanda, NY 14120, and Benjamin Meyer, 416 Oliver Street, North Tonawanda, NY 14120 to the Waterfront Commission for a term of (2) two years effective January 1, 2021 and expiring on December 31, 2022.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

RECEIVED
CITY CLERK'S OFFICE
2020 DEC 25 AM 10:07
NORTH TONAWANDA, NY

JAN 05 2021

Office of the Mayor

ARTHUR G. PAPPAS

December 21, 2020

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

RE: Appointment Board of Assessment Review Committee

Dear Honorable Body:

Please be advised that I am appointing Athena Tucker-Pasiak, 77 Dimatteo Drive, North Tonawanda, NY 14120, to the Board of Assessment Review Committee to complete the term of Frank DiBernardo, effective January 1, 2021 and expiring on December 31, 2024.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 29 AM 10:07
NORTH TONAWANDA, NY

Office of the Mayor

JAN 05 2021

ARTHUR G. PAPPAS

December 21, 2020

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

Re: Re-Appointment to North Tonawanda Planning Commission

Dear Honorable Body:

Please be advised that I am re-appointing Kenneth P. Brennan, 231 Jackson Ave, North Tonawanda, NY 14120 to the North Tonawanda Planning Commission, effective January 1, 2021 for a term of (7) seven years, expiring December 31, 2027.

I am also appointing Beverly Loxterman, 881 Sweeney Street, North Tonawanda, NY 14120 to the North Tonawanda Planning Commission to complete the term of Frank DiBernardo effective January 1, 2021 and expiring December 31, 2023.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 28 AM 10:00
NORTH TONAWANDA NY

Office of the Mayor

JAN 05 2021

ARTHUR G. PAPPAS

December 21, 2020

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

Re: Appointment to North Tonawanda Plumbing Board

Dear Honorable Body:

Please be advised that in accordance with 40-General City Examining Boards of Plumbers in cities, I will be re-appointing Frank Grandinetti, 2409 Whitehaven Road, Grand Island, NY 14072, to the North Tonawanda Plumbing Board for a two (2) year term effective January 1, 2021 and expiring on December 31, 2022.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 28 AM 10:08
NORTH TONAWANDA, NY

JAN 05 2021

Office of the Mayor

ARTHUR G. PAPPAS

December 21, 2020

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

RE: Re-Appointment to Traffic Safety Committee

Dear Honorable Body:

Please be advised that I am re-appointing Mark Lemke, 320 Oakdale Drive, North Tonawanda, NY 14120, to the Traffic Safety Committee, effective January 1, 2021 for a term of (2) two years, expiring December 31, 2022.

I am also re-appointing Mark Anastasi, 1148 Ruie Road, North Tonawanda, NY 14120, to the Traffic Safety Committee, effective January 1, 2021 for a term of (2) two years, expiring December 31, 2022.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

RECEIVED
CITY CLERK'S OFFICE
2020 DEC 23 AM 10:03
NORTH TONAWANDA NY

JAN 05 2021

Office of the Mayor

ARTHUR G. PAPPAS

December 21, 2020

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

RE: Re-Appointment as Bingo Commissioner North Tonawanda

Dear Honorable Body:

Please be advised that I am re-appointing Nathan Sikora, 384 Spruce Street, North Tonawanda, NY 14120, as the Bingo Inspector for a one (1) year term effective January 1, 2021 and expiring December 31, 2021.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

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2020 DEC 29 4:10:08
NORTH TONAWANDA, NY

JAN 05 2021

Office of the Mayor

ARTHUR G. PAPPAS

December 21, 2020

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

RE: Re-Appointment to North Tonawanda City Market Clerk

Dear Honorable Body:

Please be advised that I am re-appointing Dale Rogers, 1745 Ruie Road, North Tonawanda, NY 14120, as the North Tonawanda City Market Clerk for a one (1) year term effective January 1, 2021 and expiring on December 31, 2021.

Thank you for your attention to this matter.

Sincerely,



Arthur G. Pappas
Mayor

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 29 AM 10:08
CITY OF NORTH TONAWANDA

City of North Tonawanda

II.

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

LUKE A. BROWN
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

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

JAN 05 2021

December 30, 2029

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


RE: Proposed Master Development Agreement and
Agreement for the Purchase and Sale of Real Property
City of North Tonawanda and Pennrose, LLC

Dear Honorable Body:

Attached, for your consideration, are two proposed documents regarding the sale and development of city parcels at 78 Bridge Street, and a portion of 150 Michigan Street, for future development.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the agreements on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

Very truly yours,


Luke A. Brown
City Attorney

LAB/lk
Atts.

cc: Donna L Braun, City Clerk-Treasurer

RECEIVED
CITY CLERK'S OFFICE
2020 DEC 30 PM 12:04
NORTH TONAWANDA NY

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (this “*Agreement*”) is made and entered into as of the ___ day of **December, 2020**, by and between the City of North Tonawanda, New York (the “*City*”), and Pennrose, LLC, a Pennsylvania limited liability company, and/or its Permitted Assigns (“*Developer*”). Developer and City are sometimes hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. WHEREAS, on August 14, 2020 the City issued that certain *Request for Proposals – 78 Bridge Street, Tonawanda Island*;

B. WHEREAS, the Developer intends to purchase 78 Bridge Street, City of North Tonawanda, County of Niagara, State of New York, Section 184.08, Block 1, Lot 9, and a portion of the subdivided 150 Michigan Street, City of North Tonawanda, County of Niagara, State of New York, Section 184.08, Block 1, Lot 8, specifically the portion that is south of Taylor Drive, as is shown on **Exhibit A** attached hereto and made a part hereof (the “*Land*”) for Three Hundred Eighty Thousand and Three Hundred Sixty Three and 00/100s Dollars (\$380,363.00) pursuant to the terms of that certain Land Purchase Agreement by and between City and Developer (the “*Land Purchase Agreement*”).

C. WHEREAS, Developer is seeking to improve the Land (the “*Improvements*”);

D. WHEREAS, Developer wishes to develop the Property substantially as described in **Exhibit B** (the “*Development Plan Concept*”). Collectively, the Land and Improvements constitute the “*Property*” that will comprise the mixed-use community to be known as “Timber Shore” (the “*Project*”);

E. WHEREAS, the City has determined that the sale of the Land to Developer, and development of the Land substantially as shown in the Development Plan Concept, are consistent with and promotes the achievement of the goals and objectives of the City’s “NT Momentum” development plan, and are otherwise in the public interest. The terms of the Land sale from the City to Developer are documented in the Land Purchase Agreement;

F. WHEREAS, the Parties have agreed to cooperate in obtaining available grants and funds from state, federal and private sources (the “*Available Grants*”) to offset the costs of certain Improvements intended for public access and use, and primarily benefitting the public interest;

G. WHEREAS, the Parties have entered into this Agreement for the purpose of describing the general terms and conditions pursuant to which the Development Plan Concept will be implemented;

H. WHEREAS, the Parties agree to work together in good faith in order to fulfill the terms and conditions of this Agreement and to work together in good faith toward the successful completion of the Project in accordance with terms and conditions of this Agreement; and

I. WHEREAS, the Parties intend to be mutually bound by this Agreement and the various exhibits and addenda to this Agreement, in accordance with the terms and conditions described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are contractual, the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City and Developer agree as follows:

ARTICLE I

Interpretation and General Standards

Section 1.1 Role of Agreement. This Agreement serves as a master development agreement and, as such, contains the general terms and conditions applicable to the Project. The Project must be expressly authorized by the City through necessary and appropriate City zoning and/or land division approvals. This Agreement consists of this document, together with all referenced exhibits, the Addenda, Addenda exhibits, and other such rules, regulations, codes, or statutes that may be referenced in the preceding documents. This Agreement and the provisions of each Addendum are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Agreement irreconcilably conflicts with a provision of an Addendum, the Addendum shall govern; further, provided, however, if any provision of the Addendum irreconcilably conflicts with a provision of the Land Purchase Agreement, the Land Purchase Agreement shall govern.

Section 1.2 Standards and Codes. Whenever references are made in this Agreement to standards or ordinances in accordance with which the Development is to be performed, the version of the City's Municipal Codes in effect as of the date of this Agreement shall apply unless otherwise expressly stated. In case of conflict between any referenced standard or code and any provision of this Agreement or an Addendum to this Agreement, the requirement in place as of the date of this Agreement shall govern. All applicable laws, ordinances, statutes, rules, regulations, or orders in effect at as of the date of this Agreement (collectively, the "*Applicable Laws*") shall apply to Developer and its employees, representatives and subcontractors. Except as otherwise specified, Developer shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections and shall furnish necessary documentation, bonds, security or deposits required to permit completion of the Project.

Section 1.3 Developer is Independent Contractor. Notwithstanding any other provisions of this Agreement to the contrary, Developer is an independent contractor. Nothing contained in this Agreement shall alter Developer's status as an independent contractor, nor shall this Agreement be construed as creating any contractual relationship whatsoever between the City's consultants (planning, engineering, financial, and legal) or any persons or entities other than the City and Developer.

ARTICLE II

Developer Obligations, Improvements and Dedicated Improvements

Section 2.1 Development Plan Concept. Developer retains the right to revise and amend the Improvements, the Project and the Development Plan Concept subject to the review and approval of the City's Planning Board of any material changes to the Development Plan Concept. Construction commencement of the Project shall be conditioned on the receipt of all required federal, state, and local approvals, including but not limited to the issuance of building permits and site plan approval by the City Planning Board.

Section 2.2 Starting and Completion Dates. The following are anticipated starting dates and completion dates for each Phase of the Project, which may be amended from time to time by mutual consent of the Parties:

- | | |
|---|-----------------|
| - Execution of Master Developer Agreement | As dated herein |
| - Equity, Mortgage, and Subordinate Financing secured | April 2022 |
| - Building and Site Plan applied for | April 2022 |
| - Property sale | April 2022 |
| - Construction commencement | April 2022 |
| - Construction completion | April 2024 |

Section 2.3 Residential Building. Upon final completion, it is anticipated that the Project will have a mix of residential units, commercial space, and public open space consisting of approximately the following:

i (i) Approximately 70 multi-family residential units in one, 3-story building containing approximately 74,500 gross square feet in aggregate; and

i (ii) Approximately 1,250 square feet of commercial space on the ground floor (collectively, the "Timber Shore Building").

It is the express desire of Developer and the City to work collaboratively in finalizing the Development Plan Concept. Notwithstanding anything contained herein to the contrary and absent a written agreement signed by the Parties indicating otherwise, in the event any provision of the Development Plan Concept irreconcilably conflicts with a provision of the Land Purchase Agreement, the Land Purchase Agreement shall control. In the event any provision of the Land Purchase Agreement irreconcilably conflicts with any provision of this Agreement or any Addendum, the Land Purchase Agreement shall control. In the event any provision of the Development Plan Concept irreconcilably conflicts with any provision of this Agreement or any Addendum, the Development Plan Concept shall control.

Section 2.4 Parking. Upon final completion, it is anticipated that the Project will have uncovered surface parking as follows:

i (i) Approximately 83 uncovered surface parking spaces in 2 parking areas;

Section 2.12 Public Benefit Area. In conjunction with the City, the Developer will pursue local, state, and federal supplemental sources to accomplish the breadth of waterfront restoration and revitalization envisioned along the entire Niagara River waterfront of the property within the Project in accordance with the Development Plan Concept (the “*Public Benefit Area*”). The Public Benefit Area’s funding is independent of the Timber Shore Building. The ability to secure said funding shall in no way limit the development of the Property for the Timber Shore Building, as described in the Development Plan Concept.

The Public Benefit Area shall be limited to pedestrian use and shall be accessible by the general public from dawn to dusk. Developer may from time to time promulgate rules and requirements for ongoing use, operation, maintenance, and upkeep of the Public Benefit Area and use of that area shall be subject to any rules of any regulatory agencies to which the Project is subject. The expected Public Benefit Area is more fully described in the Development Plan Concept.

ARTICLE III

Remedies and City Cooperation

Section 3.1 Remedies. Notwithstanding anything to the contrary contained herein, in the event of a breach of this Agreement, the Parties may use any remedy available to the Party under this Agreement or in law or equity.

Section 3.2 Available Grants; Cooperation; City Review. The Parties shall reasonably cooperate with each other to obtain the Available Grants and agree to provide requested information necessary to obtain the Available Grants as expeditiously as possible, within ten (10) business days where commercially reasonable. The City agrees to diligently assist Developer in obtaining, as expeditiously as possible, all necessary permits, approvals, variances, licenses, certificates, inspections and consents that may be necessary or desirable to enable Developer to commence and carry out the obligations and actions under this Agreement. In addition, Developer shall not be obligated to reimburse the City for its assistance or costs in this regard. Notwithstanding anything contained herein to the contrary, Developer acknowledges and agrees that the City makes no representation, warranty or guarantee of any kind regarding the Available Grants and whether the Available Grants will be available for use by, or payable to, the Developer for the Project.

The City shall conduct its reviews, hearings and approvals of all materials and/or applications provided by Developer for the City’s review, as required by the City, in a diligent and timely manner. Provided that Developer has provided the City with all requested and information reasonably necessary to do so, the City shall conduct its reviews, hearings and approvals within 15 business days or shall notify Developer, in writing, of the City’s inability to complete its review within such timeframe, which notice shall delineate the specific reasons why such timeframe is infeasible. If Developer has not provided the City with all requested and necessary information the City shall immediately notify Developer of those incomplete or missing items and Developer shall provide them within five (5) business days or the City’s

review period shall be extended by such time until Developer provides the information to the City. Developer acknowledges and agrees that the City shall conduct its reviews, hearings, and approvals of all materials and/or applications in strict accordance with Applicable Laws.

This Agreement includes and incorporates the provisions listed in the RFP, that the Developer, upon execution of the Master Development Agreement, will be transferred the proceeds or the right to the proceeds of the one-hundred and sixty-one thousand one-hundred and sixty-seven and no/100 dollars (\$161,167.00) grant from New York State Empire State Development upon execution of the MDA. This is a firm commitment of funding from the City to the Project. The parties anticipate that the funds will be structured as a loan from Lumber City Development Corporation to the Project owner, a to-be-formed limited liability company or limited partnership, and will be a subordinate loan, payable from surplus cash, after payment of hard debt, deferred developer fee, fees to the investor, and other costs determined by the project owner.

Section 3.3 Article XI and PILOT. The City fully supports and will continue to support the Developer's or its affiliate's pursuit of a PILOT Agreement in accordance with Section 577 of the New York State Private Housing Finance Law. The City acknowledges that this may also be pursued by any housing development fund company sponsored by Lumber City Development Corporation that is established to be the fee nominal owner of the Project.

ARTICLE IV General Provisions

Section 4.1 General Provisions. This Agreement is subject to the following additional general provisions:

- (i) Time is of the essence. The Parties acknowledge and agree that time is of the essence with respect to each and every term and provision hereof.
- (ii) Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon Developer or the City by the Applicable Laws.
- (iii) Developer shall have the right, after giving written notice to City, to assign its rights under this Agreement to any entity controlling, controlled by, or under common control of, Developer or another designee or assignee ("*Permitted Assigns*"), provided that Developer first provides the City with written evidence of such control in a form and substance reasonably satisfactory to the City.
- (iv) Nothing in this Agreement is intended to be construed so as to make Developer or its contractors, agents of the City, nor as making the City, its employees, officers, agents or consultants' agents of Developer. The Parties hereto agree that Developer and contractors are independent contractors.
- (v) This Agreement is intended solely to regulate the obligations of the Parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit, or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.

(vi) Any notice required hereunder shall be given in writing, signed by the Party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, with an electronic copy of such notice also e-mailed, to the following:

CITY OF NORTH TONAWANDA

City Hall, 216 Payne Avenue

North Tonawanda, New York 14120

Attention: []

PENNROSE, LLC

1301 North 31st Street

Philadelphia, Pennsylvania 19121

Attention: []

Notice to Purchaser's counsel shall be sent to:

Cannon Heyman & Weiss, LLP

Larkin at Exchange

726 Exchange Street, Suite 500

Buffalo, New York 14210

Phone No.: 716-856-1700

Fax No.: 716-856-2311

Attn: Steven J. Weiss, Esq.

Notice to Seller's counsel shall be sent to:

Department of City Attorney
City Hall
216 Payne Avenue
North Tonawanda, New York 14120
Phone No.: 716-695-8590
Fax: No.: 716-695-8590
Attn: Luke A. Brown, Esq.

(vii) If one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision. If any such provision is held to be invalid as applied to any property or circumstances, such determination shall not affect the applicability of such provision to any other property or circumstances.

(viii) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. A facsimile signature is deemed the equivalent of an original signature.

(ix) Either Party may record a copy of this Agreement or a memorandum of this Agreement with the Register of Deeds for Niagara County, New York.

(x) The Parties acknowledge that this Agreement is the product of negotiations among the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against any Party because that Party's attorney drafted this agreement or any part hereof.

Section 4.2. Casualty Insurance. Developer shall obtain, at Developer's sole cost and expense, and shall maintain through completion of the final Phase of the Project, an all-risk casualty insurance policy naming Developer as the insured.

Section 4.3. Restrictions on Transfer of Property. Neither Developer, nor its assigns nor future owners may sell, transfer, or convey any interest in the Property or any portion thereof to a federally tax-exempt entity without first receiving written permission from the City. Notwithstanding anything contained herein to the contrary, Developer or its assigns or future owners may lease the Property, including any portion thereof, to a tax-exempt entity and Developer or its assigns may transfer the property to a housing development company formed under Article XI or the New York State Private Housing Finance Law.

Section 4.4. Default. Except where another period is expressly provided in this Agreement, Developer shall not be in default of any of its obligations under this Agreement provided that any default is cured within twenty (20) days of Developer receiving written notice from the City or Developer is diligently pursuing efforts to cure the default.

Section 4.5. Force Majeure. Neither Party shall be responsible for any suspension of or delay in the commencement, progress or completion of their obligations under this Agreement if such suspension or delay is caused by an occurrence beyond such Party's reasonable control ("*Force Majeure Event*") including, but not limited to: (i) flood, acts of God or other unusually severe weather conditions; (ii) fire, theft, strikes, riots, terrorism, war, acts of governmental authorities, or labor or material shortages; or (iii) acts or omissions of the other Party or anyone for whose acts or omissions the other Party may be liable. Upon the occurrence of a Force Majeure Event, the other Party shall be promptly notified in writing and the completion date shall be extended for a duration equal to the length of any suspension or delay.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

DEVELOPER:

PENNROSE, LLC

By: Timothy I. Henkel

Its: Principal & Senior Vice President

Date: _____ By: _____

CITY OF NORTH TONAWANDA

Date: _____ By:

Name:

Title:

CITY OF NORTH TONAWANDA

Date: _____ By:

Name:

Title:

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of the ___ day of _____, 2020, by and between **CITY OF NORTH TONAWANDA**, a New York municipality with a business address at City Hall, 216 Payne Avenue, North Tonawanda, New York 14120 (the "Seller") and **PENNROSE, LLC**, a Pennsylvania limited liability company, with a business address at 1301 North 31st Street, Philadelphia, Pennsylvania 19121 or its designee, successors and/or assigns (the "Purchaser").

RECITALS:

WHEREAS, the Seller is the owner of certain real property consisting of approximately 3.1 acres located at 78 Bridge Street, City of North Tonawanda, County of Niagara, State of New York, Section 184.08, Block 1, Lot 9 and a portion of the real estate located at 150 Michigan Street, City of North Tonawanda, County of Niagara, State of New York, Section 184.08, Block 1, Lot 8 [the description of the property subject to the Purchaser's and Purchaser's counsel's review of the title report] and being more particularly described and/or shown on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Purchaser and its affiliates are experienced developers of affordable and mixed-use housing who desire to acquire the Property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROPERTY. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth, the Property, together with all right, title and interest of Seller in and to any land lying in the bed of any highway, open or proposed, abutting said parcel, all improvements thereon, all rights of way, licenses, privileges, appurtenances and water, mineral and air rights, if any. [Seller further agrees to amend that certain Easement Agreement by and between _____ and _____ dated as of _____, _____, to reflect the use of the Property for the Project (as herein defined).] [Subject to receipt and review of any easement agreement for the area along the bridge, and the title report reflecting that and any other easements burdening or benefiting the Property.]

2. PROJECT. The Purchaser intends to develop and construct on the Property a mixed-use, mixed-income housing project, including workforce housing units, a community center, and retail space (the "Project").

3. DATE OF THIS AGREEMENT.

The date of this Agreement shall be the later of (i) the date on which the Purchaser signs this Agreement, or (ii) the date on which the Seller signs this Agreement, as set forth immediately under the Purchaser's and Seller's signature below.

4. TITLE.

(a) Conveyance of the Property shall be made by a good and sufficient form Bargain and Sale Deed, with covenants against grantor's acts, conveying good and marketable title subject to such encumbrances as may exist as of the Title Acceptance Date (as defined in Section 11 hereof). Good and marketable title shall be defined as: marketable title in fee simple, insurable by a title insurance company licensed to do business in the State of New York, at standard rates and subject to standard conditions and exceptions, provided however that there shall be no exception concerning parties in possession, mechanic's liens and other improvement liens; and provided further, that Purchaser shall have received a survey acceptable to Purchaser and Purchaser's title insurance company, and which will allow construction of the Project as contemplated by Purchaser. The said deed shall be prepared by Seller, duly signed by the Seller, signature(s) acknowledged, and with any New York State transfer tax paid by the Seller. Purchaser shall bear the cost of title insurance and a survey. Acceptance of the deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed on the part of the Seller except as otherwise provided in this Agreement.

(b) All other tangible and intangible property rights, to the extent such rights are assignable, if any, constituting the Property shall be assigned to and assumed by Purchaser at the Closing (hereinafter defined). Conveyance of these items shall be made by commercially reasonable bills of sale and/or assignment and assumption agreements and shall include the consent of third parties if required to effectuate the assignment.

5. POSSESSION; CONDITION.

(a) Full possession of the Property will be conveyed on the date of closing and transfer of title (the "Closing").

(b) Subject to the terms and conditions hereof, the Property shall be conveyed "as is" to the Purchaser.

6. PURCHASE PRICE.

(a) The purchase price for the Property is Three Hundred Eighty Thousand Three Hundred Sixty-Three and 00/100 Dollars (\$380,363.00), contingent on the purchase price being supported by an independent, third-party appraisal.

(b) If the Seller shall be unable to deliver insurable title as defined in Section 4 hereof, or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the Closing, the Property does not conform with the provisions hereof, then

the Purchaser may accept such title, possession or condition as Seller may deliver or Purchaser may terminate this Agreement. It is understood and agreed that, except as provided in Section 8 hereof, Seller shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Property or to remove any encumbrances upon the title to the Property not voluntarily placed thereon by the Seller.

7. DELIVERY OF DEED AND CLOSING.

(a) Delivery of the deed conveying title as set forth in Section 4 hereof and all other Closing instruments shall occur at the Closing. Closing is to be held contemporaneously with the closing on all financing sources identified in Section 12(b) hereof, provided, however, that the Closing must occur within sixty (60) days after the satisfaction of all Purchaser Contingencies set forth in Section 12 hereof, but in no event later than December, 2023, unless otherwise agreed to by the parties hereto (the "Outside Closing Date"); provided further that Purchaser may extend the Outside Closing Date to December, 2024 ("Extended Outside Closing Date"), in the event Purchaser notifies Seller on or before the Outside Closing Date that it desires to extend the Outside Closing Date to the Extended Outside Closing Date, which Seller shall grant if the Purchaser has been proceeding diligently and in good faith to Closing.

(b) If the Purchaser Contingencies (as defined in Section 12 hereof) have not been satisfied, Purchaser may either proceed to Closing and waive any unsatisfied Purchaser Contingencies set forth in Section 12 hereof or terminate this Agreement.

8. EXISTING CONDITIONS; DISCHARGE OF LIENS.

Except as otherwise set forth herein, the Seller shall convey the Property subject to: all covenants, conditions, restrictions, and easements of record; all laws applicable to the Property including without limitation zoning and environmental protection laws, and to any state of facts which an inspection and/or accurate survey may show provided that none of the foregoing shall preclude the proposed use of the Property as set forth in Section 2 hereof or be a non-permitted exception to the title policy of any construction or permanent loan or equity funding source secured under Section 12(b). At Closing, Seller shall pay and discharge any mortgage or tax liens and any other liens and encumbrances not otherwise agreed to by Purchaser as of the Closing out of the funds paid by Purchaser on the transfer of title. Seller shall not further encumber the Property commencing on the date of execution hereof. The accrual of additional property taxes and property tax enforcement procedures shall not be deemed a further encumbrance pursuant to the preceding sentence (although any such accruals shall be a liability of Seller to be discharged at Closing).

9. ADJUSTMENTS; TAXES; ASSESSMENTS.

(a) Seller and Purchaser, for the purposes of this Agreement, agree that taxes levied and imposed and that taxes affecting the Property are to be apportioned as of the date of Closing in accordance with local practice.

(b) At Closing, Seller shall pay any real property transfer tax. Purchaser shall pay mortgage assumption charges, if any, and shall pay for recording the deeds and the mortgage, and for any mortgage tax.

10. SELLER'S COVENANTS.

(a) Seller agrees to cooperate with and assist Purchaser in making application for any subdivision and any necessary zone change or other governmental approval, permit, variance, or agreement with respect to the development, construction, ownership, and/or operation of the Project. Seller further agrees, if requested by Purchaser, to make an application in the Seller's name for any subdivision and any other necessary zone change or other governmental approval, at no expense to Seller and without seeking any compensation or additional consideration by reason of the cooperation required under this Paragraph. Seller shall sign all such applications as are required by the respective reviewing agencies in order to process the Purchaser's application for subdivision and site plan approval; provided, however that Seller shall incur no cost in connection with Purchaser's undertakings hereunder.

(b) Seller will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement.

(c) The Seller will promptly notify Purchaser in writing if the Seller becomes aware of any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties as of the date of this Agreement, or if Seller becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, Seller will promptly notify Purchaser of the occurrence of any breach of any covenant of Seller in this Section 10 or of the occurrence of any event that may make the satisfaction of the conditions in Section 12 hereof impossible or unlikely.

(d) In the event that New York State or any other required entity issues an affordable housing award for the Project, Seller shall comply with the terms and conditions of such award, including, but not limited to, the assignment of Purchaser's interest in this Agreement to an entity(ies) meeting such award's requirements for the organizational structure of the Project owner.

11. TITLE INSPECTION; INSPECTION PERIOD; RIGHT OF ENTRY.

(a) The Purchaser agrees to cause the title to the Property to be examined "as of" a date which is not earlier than the date of the execution of this Agreement. Purchaser agrees to notify the Seller in writing as provided herein on or before 5:00 p.m. on that date which is not later than sixty (60) days following the date of execution hereof (the "Title Notification Deadline") of any defect in title as of the date of the title examination performed by or on behalf of the Purchaser which the Purchaser alleges will prevent the Purchaser from obtaining good and insurable title to the Property. In the event that the Purchaser shall fail to notify the Seller and Seller's attorney in writing of any such alleged defects in title by written notice to the Seller on or before 5:00 p.m. on the Title Notification Deadline, addressed to the Seller, the Purchaser shall

be deemed satisfied with the title to the Property as of the later of (i) the date of this Agreement, or (ii) the time and date of the title examination performed by or on behalf of the Purchaser (the "Title Acceptance Date"). Purchaser shall provide Seller with a copy of the title report and, if title defects are found, Seller will have three (3) days after receipt of the report to notify Purchaser in writing that Seller agrees to correct the defects at the Seller's own expense, in which event Seller shall cure such defect within forty-five (45) days of Seller's notification to Purchaser (except defects consisting of liens to be discharged by the payment of money which are to be satisfied out of the Closing proceeds); if the Seller does not so agree to correct such defects to Purchaser's satisfaction, the Purchaser shall be given an additional ten (10) days to void this Agreement by notifying the Seller in writing; or waive such defects by not notifying Seller.

(b) Notwithstanding anything contained in this Agreement, the Purchaser shall have a period of one hundred and eighty (180) days (the "Inspection Period") commencing on the Effective Date and ending at 5:00 p.m. on the one hundred and eightieth (180th) day thereafter, to conduct any and all tests, reviews, investigations, inquiries, research, and analysis of the Property, including environmental audits, engineering studies, planning and zoning, reviews, which, in Purchaser's discretion, are necessary and desirable to determine the feasibility of the Project. In the event Purchaser is not satisfied with any aspect of the Property, the Purchaser may elect to cancel this Agreement upon written notice to Seller given not later than the date and time the Inspection Period expires with time of the essence as to that date and time. In the event Purchaser elects to cancel this Agreement pursuant to this Section, the Purchaser agrees to provide Seller with copies of any and all studies, reports, tests, applications, approvals, and documents prepared for the purpose of evaluation of the Property, whereupon this Agreement shall be deemed null and void, without further force or effect.

(c) Seller grants to Purchaser, and its duly authorized agents and employees, from the date of execution of this Agreement, and at any time prior to the Closing or the earlier termination of this Agreement, the right, at Purchaser's expense and upon reasonable notice to Seller, to enter in and upon the Property, to inspect the same and to make such surveys, tests and measurements thereof as Purchaser shall deem necessary, including environmental investigations and testing. All such testing shall be at Purchaser's sole expense and shall be accomplished without unreasonably interfering with the Seller's use and occupancy of the Entire Property. The Purchaser's third-party consultants who enter the Property shall each procure and maintain liability insurance policies providing industry standard coverages, which serve to protect Seller's interest as owner of the Property and shall provide the Seller with a Certificate of Insurance naming the Seller as additional insured in the amount set forth herein prior to entry onto the Property for purposes of complying with the provisions of this Paragraph 11.

12. PURCHASER'S CONTINGENCIES.

Purchaser's obligation to purchase the Property is subject to the following contingencies (collectively, "Purchaser's Contingencies" or "Purchaser Contingencies"):

(a) Purchaser shall have obtained all necessary municipal and/or governmental approvals, including required zoning changes or variances, consistent with the terms and conditions hereof, site plan approval, and building permits, and riparian rights sufficient to construct the Project on the Property. Purchaser shall commence work on all approvals for the

Project, as chronologically appropriate, and shall diligently pursue all required approvals. Seller agrees to cooperate with Purchaser in obtaining all permits and approvals provided that Seller shall not be required to incur any expense, it being agreed that the Property must allow, by variance or otherwise, for the construction of the Project thereon. Seller shall support Purchaser to the maximum extent possible in securing all zoning changes or variances.

(b) Purchaser shall have obtained construction and permanent financing including without limitation, equity financing through the sale of low-income housing tax credits, tax-exempt bonds, subsidies, grants, and below-market loans, as available and appropriate, sufficient to construct and develop the Project in accordance with the development and operating budgets prepared by the Purchaser (in its sole discretion).

(c) Purchaser shall have obtained from Seller (and/or third parties) all easements necessary or appropriate to ensure that the Purchaser, upon closing of the Property, has ingress to and egress from the Property as approved by the Planning Board, all utilities are available to the Property's lot line, including without limitation, gas, water, sewer, cable, and other reasonable utilities, and such other such rights over the land of Seller or others which are reasonably required or appropriate for the construction or operation of the Project on the Property.

13. CASUALTY LOSS.

The Property shall be and remain at the risk of the Seller until closing.

14. REAL ESTATE BROKER.

Seller and Purchaser represent to each other that no broker brought about this sale. Seller and Purchaser agree to indemnify each other in connection with all claims, losses, actions, etc., associated therewith.

15. NOTICES.

All notices, as required in this Agreement, must be in writing. Except as otherwise provided herein, all notices may be given by certified mail, by personal delivery, or by facsimile. Notice by certified mail will be effective upon sending provided such notice be simultaneously transmitted by facsimile, subject to the confirmation requirements contained herein. Notice by personal delivery will be effective upon delivery to the other party. Notice by facsimile will be effective upon receipt by the other party. If notice is given by facsimile, the sender thereof shall, immediately after sending such notice, confirm by telephone, addressee's receipt of such notice. Notices to the Seller and the Purchaser must be addressed to the address or addresses of the respective party as set forth above. Seller's attorney and Purchaser's attorney shall receive copies of all notices. For purposes of the notice requirements set forth in Section 15, all reference to "days" shall be deemed to mean calendar days. Purchaser's counsel fax number is 716-856-2311. Seller's fax number is 716-695-8592.

Notice to Purchaser's counsel shall be sent to:

Cannon Heyman & Weiss, LLP
Larkin at Exchange
726 Exchange Street, Suite 500
Buffalo, New York 14210
Phone No.: 716-856-1700
Fax No.: 716-856-2311
Attn: Steven J. Weiss, Esq.

Notice to Seller's counsel shall be sent to:

Department of City Attorney
City Hall
216 Payne Avenue
North Tonawanda, New York 14120
Phone No.: 716-695-8590
Fax: No.: 716-695-8590
Attn: Luke A. Brown, Esq.

16. SELLER'S REPRESENTATIONS AND COVENANTS.

(a) Seller represents that all requisite and necessary actions on the part of Seller have been duly taken or will be taken as required so as to fully authorize the Seller to sell and convey to Purchaser the Property in accordance with the terms and provisions of this Agreement. Seller further represents that this Agreement and each of the documents described herein to be executed and delivered by the Seller at the Closing have been duly executed by the appropriate officers of Seller, and each constitutes the valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms (except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other debtor relief laws in effect at the time).

(b) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will directly or indirectly, with or without notice or lapse of time or both (1) violate any federal, state or local law, rule or regulation or any judgment, order or decree to which the Seller is subject, or (2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which any of the Seller is a party or by which it is bound or to which any of its assets is subject.

(c) Seller owns the fee simple interest in the Property, free and clear of any liens, charges, or encumbrances other than those matters set forth in Exhibit B attached hereto and made a part hereof.

(d) Neither the Seller nor, to the best of Seller's knowledge, any predecessor user or other person has ever generated, stored, or disposed of any hazardous waste or substance on the

Property. For purposes hereof, "hazardous waste or substance" shall encompass all substances included in the definition of such terms under the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §960 et seq. and regulations thereunder, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq. and regulations thereunder, and analogous laws and regulations of the State of New York.

(e) There are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases pending, or, to the best of Seller's knowledge, threatened, against the Property and Seller is not aware of any facts which might result in any such action, suit or other proceedings except such liens as shall be satisfied at Closing.

The representations, warranties, and covenants set forth in this Agreement shall be continuing and shall be true and correct on and as of the Closing with the same force and effect as if made at that time. If any such representation is not true, correct, and complete, in addition to Purchaser's remedies, it shall be entitled to terminate this Agreement. All representations, warranties, and covenants made by the Seller herein shall survive the Closing for a period of one year.

17. TIME.

Time shall not be of the essence in relation to the provisions of this Agreement unless otherwise directed by either party in writing and notice is provided as set forth in Section 15, above. All references to "days" herein shall mean calendar days. In the event the expiration of any time period identified herein falls on a Saturday or Sunday, the time period shall be deemed extended to 5:00 p.m. EDT or EST, as may then be in effect, on Monday.

18. AMENDMENTS.

This Agreement may not be amended or modified except pursuant to a written instrument executed by both Purchaser and Seller.

19. CONSTRUCTION OF AGREEMENT.

This Agreement has been executed in one or more counterparts and each shall be deemed to be an original and shall be binding upon and inure to the benefit of the respective parties hereto. If two or more persons are named herein as Seller or Purchaser, their obligations hereunder shall be joint and several.

20. PARTIAL INVALIDITY.

If for any reason any paragraph or provision of this Agreement or the application thereof to any person shall be held to any extent invalid, unenforceable, or contrary to any existing or future laws, then the remainder of this Agreement or the application of such paragraph or provision to persons, entities or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

21. ASSIGNMENT.

Seller agrees that Purchaser may assign this Agreement to an affiliate of Purchaser, provided that such affiliate assumes all rights and obligations of Purchaser hereunder.

22. ENTIRE AGREEMENT.

This Agreement contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

23. APPLICABLE LAW.

The laws of the State of New York shall govern the terms and conditions of this Agreement, and it shall be interpreted and enforced in accordance with the laws of the State of New York.

24. COUNTERPARTS.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

25. NO REPRESENTATIONS OR WARRANTIES.

Purchaser warrants and represents (a) that Purchaser has or will have inspected the Property and is purchasing the same "as is", and in their present condition, and (b) that no representations or warranties of any kind have been made by Seller except as specifically set forth in this Contract. This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. The representations and warranties by the Seller herein shall not survive the Closing of Title and delivery of the Deed.

26. ACCEPTANCE OF DEED.

Acceptance of a Deed by the Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller, except as herein otherwise set forth. No warranty or representation herein contained shall survive the Closing of title hereunder unless specifically stated herein.

27. WAIVER.

No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for the exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any

other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

28. MASTER DEVELOPMENT AGREEMENT

This Agreement is subject to that certain [Master Development Agreement] by and between the Seller and the Purchaser dated as of [_____, 20__] (the “MDA”), including the provisions therein regarding the availability of the [\$161,167.00] in grant proceeds from New York State Empire State Development upon execution of the MDA, as further described in the MDA.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

SELLER:

CITY OF NORTH TONAWANDA

Date Executed: _____

By: _____

Name: Arthur G. Pappas

Title: Mayor

PURCHASER:

PENNROSE, LLC

Date Executed: _____

By: _____

Name: Dylan J. Salmons

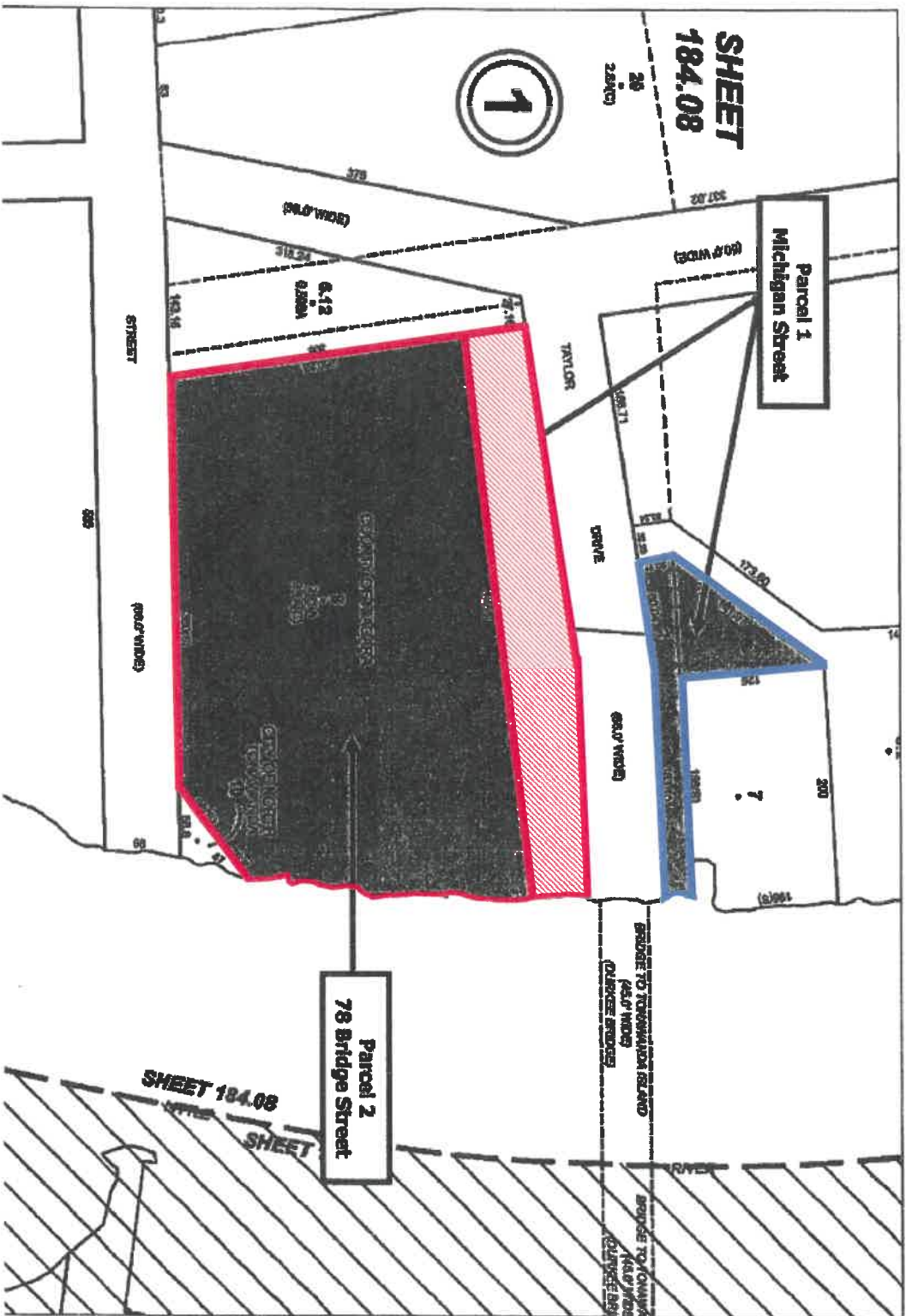
Title: Regional Vice President

EXHIBIT A

LAND DESCRIPTION

EXHIBIT A

LAND DESCRIPTION






-  Site to be acquired (78 Bridge Street & southern portion of Michigan Street)
-  Southern portion of Michigan Street parcel (to be acquired)
-  Northern portion of Michigan Street parcel (not to be acquired)

EXHIBIT B

LIENS, CHARGES OR ENCUMBRANCES

VII

JEFFREY ZELLNER
CITY ACCOUNTANT

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

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

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

JAN 05 2021

12/30/2020

Honorable Arthur G. Pappas, Mayor
And Common Council Members
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 5th, 2021, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,



Jeffrey Zellner

City Accountant

2020 DEC 30 PM 1:25
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE



Department of Police

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


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

JAN 05 2021

December 28, 2020

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

Dear Honorable Body,

On September 30, 2020 the honorable body approved my request to change an Account Clerk Typist position in the Juvenile Aid Bureau to Clerk.

The position is currently funded in the 2021 budget and I intend on filling that position, effective on January 22, 2021, with Marie Smolinski of 1097 Sweeney Street, North Tonawanda, NY 14120.

Ms. Smolinski will be a lateral transfer from Niagara County and has been approved for transfer by Niagara County Civil Service.

Respectfully,

J E Krantz

Thomas E. Krantz
Chief of Police

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 28 AM 10:07
NORTH TONAWANDA NY



Department of Police

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

X.2

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

JAN 05 2021

12/29/2020

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

Dear Honorable Body;

Would you please appoint Stephen A. Endres, 333 Selkirk Dr.,
North Tonawanda, NY 14120 as Commissioner of Deeds for the City
of North Tonawanda.

Thomas E. Krantz
Chief of Police

2020 DEC 29 11:22 AM
CITY OF NORTH TONAWANDA

RECEIVED
CITY CLERKS OFFICE

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

December 16, 2020

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

2020 DEC 17 AM 8:44
NORTH TONAWANDA NY

Dear Mayor Pappas and Common Council,

RECEIVED
CITY CLERK'S OFFICE

The following are the bid results for the repair and resurfacing of the Taber Tennis Courts which total six (6) courts in total.

Advanced Athletic Surfaces, LLC	\$43,380.00
JM Pro Courts & Surface Solutions	\$46,800.00

Money for this project in the amount of \$42,000 was allocated and bonded as part of the 2020 budgeted capital improvement project; however due to COVID the project was put on hold. The difference of \$1,380.00 between the lowest bid and the allocated budgeted amount will be covered in our allocated funds for our 2021 Buildings and Grounds account.

Following review, reference checks and a follow-up with the lowest bidder (Advanced Athletic Surfaces LLC) I am requesting approval to award the bid to Advanced Athletic Surfaces LLC. The project is slated to commence on June 1, 2021 and be completed in mid-June.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

XVII

December 21, 2020

JAN 05 2021

Donna Braun

City Clerk/Treasurer

216 Payne Avenue

North Tonawanda, NY 14120

Traffic Safety Minutes:

The December 21, 2020 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1600 hours via phone. Roll call showed the following members present: R. Frank, J. Sikora, M. Daigler, M. Meisenburg, M. Lemke, A. DiBernardo, D. Grinnell, M. Anastasi. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

1. Ed Smolinski recommended removing the "5 Ton Truck" sign on Main Street and River Road as it contradicts the "Truck Route" sign that is next to it. Member Frank informed Mark Daigler who is a committee member and the DPW Signs and Signal Department Supervisor. Daigler had the "5 Ton Truck" sign removed.
2. Member Daigler requested that the new "dowNTown" sign on the corner of Thompson Street and River Road be taken down after he fielded numerous calls about the line of sight for vehicles. Member Frank met with DPW Supervisor, Mark Zellner, and NT City Engineer, Chelsea Spahr. It was agreed upon to remove the sign until spring when it could be determined where a better spot would be for the sign. The sign will be kept with Zellner at the DPW for safe keeping until then.
3. Nathan and Joann Krull of 480 Kohl Street requested a terrace parking permit. The terrace is paved and there are no curbs. The request is granted.
4. Member Mark Lemke requested that the stop light at Oliver Street and Schenck Street be placed on flash. The committee will look into this request and have a recommendation in January.
5. Mayor Pappas requested that the Traffic Safety Committee monitor the intersection of Payne Avenue and Walck Road for possible traffic problems.

Meeting Adjourned at 1800 hours

Travel safely,

Robert J. Frank



Department of Police

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

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

JAN 05 2021

December 28, 2020

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

Ladies and Gentlemen:

Please find attached the Summary of Police Activities Report and the Summary of Criminal Activities Report for the month of November 2020.

Please note: the V&T portion for the month of November 2020 is not available at this time. Once it is available, the information will be forwarded to you.

Respectfully submitted,

Thomas E. Krantz
Chief of Police

cc: Eric Zadzilka
cc: Austin Tylec
cc: Robert Pecoraro
cc: Robert Schmigel
cc: Frank DiBernardo

TEK/sd

NORTH TONAWANDA POLICE DEPARTMENT
SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF NOVEMBER 2020

CRIMINAL

Complaints received and investigated	86
Complaints cleared by arrest or exceptional clearance	45
Complaints ruled unfounded	0
Number of males arrested	24
under 18:	0
over 18:	24
Number of females arrested	4
under 18:	0
over 18:	4
Arrests for other authorities	0
Failure to Appear/Violation of Probation Warrant Arrests	17
Above complaints cleared by J.A.B.	6
Complaints cleared by J.A.B. from previous months	1

TRAFFIC

Traffic summonses issued	530
DWI arrests	3
Parking tags issued	371

MISCELLANEOUS

Miscellaneous service	2,136
Incident reports	85
Vehicle accidents	37
Vehicle accidents (fatal)	0
Vehicle stops	587
Police escorts	0
Prisoner meals	31
Mug shots taken	27
Fingerprints taken	27
Persons missing and located	2
Automobiles stolen	3
Automobiles recovered	2
Automobiles recovered for other authorities	0
Record check fees	\$105.00
Photocopy fees	\$6.00
Fingerprint fees	\$0.00
Fines collected	\$21,345.02
Value of property damaged	\$15,155.49
Value of property stolen	\$63,636.26
Value of property recovered	\$32,834.24

Respectfully submitted,



Thomas E. Krantz
Chief of Police

TEK/sd

V & T REPORT FOR THE MONTH OF NOVEMBER 2020

SPEEDING
 REDLIGHT VIO.
 STOP SIGN VIO.
 NO REGISTRATION
 NO LICENSE
 FAULTY EQUIPMENT
 NO INSPECTION
 FAILED TO YIELD RIGHT OF WAY
 SEAT BELT VIO.
 NO INSURANCE
 LICENSE PLATE VIO.
 IMPROPER TURN
 DROVE ON LEFT OF PAVEMENT MARKINGS
 FAILED TO KEEP RIGHT
 LEAVING SCENE OF INCIDENT
 FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST
 AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE
 FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS
 UNSAFE BACKING
 MISCELLANEOUS

TOTAL

TRAFFICE MISD.

#OF COMPLAINTS/ARRESTS

DWI-----
 OPERATING WHILE REG. SUSPENDED/REVOKED-----
 AGGRAVATED UNLICENSED OPERATION 3RD-----
 AGGRAVATED UNLICENSED OPERATION 2ND-----
 RECKLESS DRIVING-----
 FALSELY USES/ALTERED LIC./REG-----
 FAILURE TO SURRENDER SUSP./REV. LIC./REG.-----

FELONIES

AGGRAVATED UNLICENSED OPERATION 1ST.-----

FINES:

(CITY IMPOSED):

TRAFFIC:	\$ 17,005.02
PENAL LAW:	\$ 0.00
CITY ORDINANCE:	\$ 0.00
BAIL FORFEITURE:	\$ 0.00
ABC VIOLATION:	\$ 0.00
PARKING TAGS:	\$ 4,340.00
TOTAL FINES	\$ 21,345.02

MUG SHOTS: 27 **PARKING TAGS:** 371 **MEAL TICKETS:** 31

<p>NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF NOVEMBER 2020</p>

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	2	2	
ALL OTHER OFFENSES	3	2	
ARSON	0	0	
BURGLARY	3	2	
COERCION	0	0	
CRIMINAL MISCHIEF	9	1	
CRIM POSS WEAPON	0	0	
DIS CON/HARASS	8	2	
DRUG OFFENSES	11	0	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	17	17	
FORGERY	0	0	
FRAUD (ID THEFT)	6	2	
LARCENY	15	5	
LEAVING THE SCENE	4	1	
MURDER	0	0	
RAPE	0	0	
ROBBERY	1	0	
SEXUAL OFFENSES	1	1	
SIMPLE ASSAULT	2	2	
STOLEN PROPERTY	2	1	
UNAUTH USE M/V	2	1	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		6	
TOTALS	86	45	0
# OF ABOVE COMPLAINTS CLEARED BY JAB		6	
# CLEARED BY JAB FROM PREV MONTHS		1	



City of North Tonawanda

Department of Community Development
500 Wheatfield Street
North Tonawanda, New York 14120
716-695-8580
716-614-0519 (fax)

XXXII.1

JAN 05 2021

December 17, 2020

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

RECEIVED
CITY CLERK'S OFFICE

2020 DEC 17 2:10 PM
NORTH TONAWANDA, NY

Re: Adoption of require EEO and MWBE Policy Statements

Dear Honorable Body;

The New York State Office of Homes and Community Renewal (HCR), a funding agency which supports the City through various programs including Community Development Block Grant funding, requires all funding recipients have an up to date and in-effect policy regarding Equal Employment Opportunity and Minority/Women Business Enterprise utilization. Please see attached for HCR's standard policy statement.

I would like to hereby respectfully request this Honorable Body to approve a resolution adopting the attached EEO and MWBE policy statement.

Thank you for your time and consideration.

Kindest regards,

Michael Zimmerman

Director



Homes and Community Renewal EEO and M/WBE POLICY STATEMENTS

I, _____, the _____ of (awardee/contractor) agree to adopt the following policies with respect to the project being developed at _____

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative of workers with which it has collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations's obligations herein.

(d) This organization will include the provisions of section (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

M/WBE

This organization will and will cause its contractors and subcontractors to, take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps;

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Utilize ESDC Directory of State certified M/WBEs and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitations, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

Agreed to this _____ day of _____, 2 _____

By: _____

Print: _____ Title: _____

LUMBER CITY

DEVELOPMENT CORPORATION

Your Partner in Success

XXXII.2

JAN 05 2021

December 17, 2020

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

2020 DEC 17 PM 1:06
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Re: Municipal endorsement of an application to the NY Main Street program

Dear Honorable Body;

Lumber City Development Corporation (LCDC), in an on-going effort to continue downtown development and investment, has been an active partner working with the Riviera Theatre on the Theatre's long-term expansion and development plans.

The historic Riviera building presents many challenges for modern performances and patrons, including but not limited to old and limited restroom facilities and a small, limited concession and patron area. The constraints limit the Riviera's growth opportunities and detract from the overall patron experience.

The Riviera Theatre is persevering despite these challenging times presented during the pandemic. Thanks to generous donations from the community as well as other assistance, the organization is stable and plans to reopen as soon as State guidelines allow them to do so safely. Despite the current challenges, the organization is still planning for future growth in hopes to become an even more successful downtown anchor for years to come after the pandemic.

To support this potential future expansion, LCDC would like to apply for up to \$20,000 from the NY Main Street Program for "Technical Assistance". This grant would allow LCDC to work with the Riviera Theatre and defray the cost of some pre-development activity including concept architecture/engineering design, market and feasibility studies, and cost/funding proposals. While LCDC is the applicant for this program the funding agency, New York State Homes and Community Renewal, requires a municipal endorsement of the application.

I would like to hereby respectfully request this Honorable Body consider approving the attached municipal endorsement resolution in favor of LCDC applying to the NY Main Street Program.

Thank you for your time and consideration.

Kindest regards,

A handwritten signature in blue ink, appearing to read 'MZ', with a long horizontal flourish extending to the right.

Michael Zimmerman

Executive Director

Motion By:

Seconded By:

Resolution by the City of North Tonawanda Common Council approving and endorsing Lumber City Development Corporation in its application to NYS Homes and Community Renewal for funding under the New York Main Street Program.

WHEREAS, the Lumber City Development Corporation desires to apply for up to \$20,000 in financial assistance through the 2020 Consolidated Funding Application (CFA) under the New York Main Street Program; and

WHEREAS, the application proposes funding to provide technical assistance to assist the Riviera Theatre at 67 Webster Street to develop plans for a downtown expansion project; and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts; and

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of North Tonawanda approves and endorses the 2020 New York Main Street Program application for assistance prepared and to be submitted by Lumber City Development Corporation.

Passed by the following vote of all Common Council Members voting in favor thereof:

Affirmative Common Council Members:

Affirmative: #

Negative: #

Abstain: #

I, Donna Braun, do hereby certify that the resolution was passed at a meeting of the Common Council held on January 5, 2021 and is incorporated in the original minutes of said meeting and that said resolution has not been altered, amended or revoked and is in full force and effect.

Signature of Clerk