

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, OCTOBER 19, 2021 6:30PM

AUDIENCE PARTICIPATION – Agenda items only, not to exceed 90 minutes with each speaker limited to a five-minute maximum.

*****COVID-19 HERO PRESENTATION*****

COMMUNICATIONS FROM CITY OFFICIALS

- II.1 Attorney - Re: Approval of the Shared Facilities Contract between the City of North Tonawanda and the North Tonawanda School District**
- II.2 Attorney - Re: Amendment to the City's Procurement Policy**
- II.3 Attorney - Re: Sale of Hawley Drive**
- V. Superintendent Water/Wastewater Re: Approval of Payment for WWTP Phase 1 Upgrade Project (EFC-Funding #14)**
- VII. Accountant - Re: Payment of the Abstract of Claims Dated October 19, 2021**
- VII. Accountant Re: Award of a one-year contract for Managed IT services.**

XXI. Monthly Reports

.1 Senior Citizen Center .2 Clerk-Treasurer

COMMUNICATIONS FROM OTHERS

Respectfully submitted,

A handwritten signature in black ink that reads "Donna L. Braun". The signature is written in a cursive style with a large, looped initial 'D'.

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

City of North Tonawanda

11.

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

October 12, 2021

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

Re: City/School Shared Facilities Contract

Dear Honorable Body:

Attached hereto is the proposed shared facilities contract between the City of North Tonawanda and the North Tonawanda City School District that was recently passed by the District. After review, I am requesting that the Council approve said contract with the removal of Exhibit A as the City does not maintain District facilities.

If you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,



Luke A. Brown, Esq.
City Attorney

CC: City Clerk/Treasurer

AGREEMENT BETWEEN
THE CITY OF NORTH TONAWANDA, NEW YORK
AND THE CITY SCHOOL DISTRICT OF THE
CITY OF NORTH TONAWANDA, NEW YORK

AGREEMENT made and entered into this _____ day of August, 2021, by and between the CITY OF NORTH TONAWANDA, NEW YORK, hereinafter referred to as “City” and the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NORTH TONAWANDA, NEW YORK, hereinafter referred to as “Board”.

WITNESSETH

WHEREAS, the City and the Board for many years cooperated in sharing facilities, personnel and programming of the various recreational programs and activities offered to North Tonawanda residents,

WHEREAS, both the City and the Board wish to formalize this arrangement by incorporating the same into a written agreement,

WHEREAS, both the City and the Board wish to continue the working relationship previously established and to formalize this agreement,

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

1. BOARD FACILITIES

1.1 The School Board facilities covered by this agreement shall be as follows:

- 1.1.1 Gyms
- 1.1.2 Indoor Swimming Pools
- 1.1.3 Softball Diamonds (See 1.2)
- 1.1.4 Football Fields (exclusive of Lumberjack Sports Complex)
- 1.1.5 Soccer Fields
- 1.1.6 Running Tracks
- 1.1.7 Playgrounds
- 1.1.8 Weight Rooms
- 1.1.9 Auditoriums
- 1.1.10 Cafeterias

1.2 The Tom Murphy Softball Stadium at the Belbas Sports Complex is NOT available for night games except for those involving the NT Lady Jacks Softball Team.

1.3 If the city/school use fields, it will be the responsibility of the “usee” to line the fields for this event.

2. CITY FACILITIES

2.1 The City facilities covered by this agreement shall be as follows:

- 2.1.1 Parks
- 2.1.2 Outdoor Pools-Diving
- 2.1.3 Softball and Baseball Diamonds
- 2.1.4 Golf Course
- 2.1.5 Tennis Courts
- 2.1.6 Bocce Courts
- 2.1.7 Playgrounds
- 2.1.8 Outdoor Ice Rinks
- 2.1.9 Park Shelters

3. COSTS OF UTILITIES AND PROGRAMMING

- 3.1 The City and Board agree that the facilities of both parties shall be made available to the other party in accordance with the terms of this agreement.
- 3.2 Regardless of which party's program on any of the above referenced facilities, the owner of same shall bear all costs of utilities for the program. The party that is actually conducting said program shall provide supervisory administration and all necessary personnel to accomplish same. If such program is joint, these expenses of supervision shall be equitably divided in the judgment of the respective party's representatives.
- 3.3 Both parties agree that the areas of facilities owned by them will be made available during the normal work week. For purposes of this paragraph, "normal work week" shall be defined as Monday 9:00 AM through Friday at 9:30 PM, provided that the owner does not incur any additional expense for overtime for operating its facility. If an overtime expense is incurred, then that cost shall be charged to the party using the facility.
- 3.4 Saturday activities are not covered by this agreement and must be arranged separately. No Sunday activities are permitted on school property. During such periods as the school district may operate under a contingency budget, the City shall be charged for the use of indoor facilities weekdays and any time on Saturdays in accordance with New York State Education law. The fee schedule shall be the same for all non-school district parties using the district facilities. Other fees required under New York State Law will also be charged.

4. MAINTENANCE OF FACILITIES

- 4.1 The City agrees to provide maintenance to include grounds keeping, grass cutting and planting on those outdoor facilities which it owns listed in paragraph 2 above.

- 4.2 The Board agrees to provide maintenance to those indoor facilities listed in paragraph 1 and those outdoor facilities at which the City does not maintain any regular programming.
- 4.3 Any questions regarding the maintenance of facilities covered by this agreement shall be resolved between the relevant department heads of the respective bodies.

5. PRIORITY IN USE OF FACILITIES

- 5.1 It is agreed that school programs have first priority of use in school facilities and city programs have first priority of use in city facilities. Further, it is agreed that the city programs have second priority in the use of school facilities and the school programs have second priority in the use of city facilities.

6. SCHEDULING

Both parties agree to coordinate the scheduling of the use of facilities between the City Director of Youth, Recreation and Parks and the designee of the Superintendent. Such coordination will be done on a seasonal basis whenever possible. Both parties should provide timely communication to the other party when requesting the use of their areas and facilities. To schedule the use of a facility, refer to our District website, www.ntschoools.org, – Our District- Facility Use Requests/Scheduling (Master Library).

SPECIALIZED EQUIPMENT/MATERIALS

The City, in accordance with past practice, agrees to provide specialized equipment as needed. Items may include but are not limited to: bucket truck, bus wash, plowing, signs, fuel pump for District owned equipment. Actual usage cost will be billed to the District if applicable.

7. INSURANCE

Each party hereto agrees to inform its General Liability Insurer of this agreement and obtain an endorsement or other verification that this agreement for joint use of facilities will not be considered a “Joint Venture” as used in the policy and that the liabilities of the parties to third parties for joint or individual use of each other’s facilities will be determined and apportioned in accordance with the laws of the State of New York. If the City no longer carries liability insurance and is “self-insured”, all of said agreements shall be applicable to the City to the same extent as if the City maintained liability coverage.

Each party hereto further agrees to save the other party harmless from any liability for injuries sustained or property damage incurred through such facilities’ use, except to the extent that such injuries or damages were caused by the negligence of the other party.

8. AUTHORIZATION OF ENGAGE IN BAIT AND SHOOT ACTIVITIES ON DESIGNATED DISTRICT PROPERTY

It is agreed that the City may engage in “Bait and Shoot” activities, in compliance with NYSDEC regulations, for the purpose of controlling deer population, on designated District property. The City may only engage in such shooting on District property under a valid and current DEC permit. Such shooting may not take place on District property which is within 500 feet of any such building, playground, sport field and any other area of District property frequented by students. The City is responsible for any property damage related to actions of such “Bait and Shoot” program. In all other respects, the City must comply with DEC rules and regulations relating to such “Bait and Shoot” programs while on District property.

For purposes of this particular activity, the City hereby agrees to hold harmless, indemnify and defend the District for any liability for injuries sustained or property damage incurred through this particular activity. In addition thereto, it is agreed that if the City has a general liability policy with regard to this activity, it will name the District as an additional insured under that policy and provide the District with a copy of the certificate of endorsement of the District for this activity. It is further understood, that whether the City has liability insurance coverage for this activity or not, the City agrees that in the event of an injury to person or property, the District will not sustain any damages and there will be no cost involved to the District, even to the extent of attorney’s fees for defense if said claim is made against the District.

9. SHARED SERVICES

10.1 It is known that the City provides the tax collection function for the District.

10.2 City and District will work in harmony to keep water meters and readings current.

10. TERM

10.1 The term of this agreement shall be three years, effective September 15th, 2021, or as soon thereafter as possible, and terminating September 14th, 2024.

10.2 The parties hereto mutually agree that the provisions of this contract will be negotiated for any period following its expiration, and the terms and conditions of any future agreement concerning joint use of recreational facilities after the expiration of this agreement shall be reduced to writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused their corporate seals to be hereunto affixed, and these presents to be signed by their duly-authorized officers, the day and year first above written.

CITY OF NORTH TONAWANDA

By: _____
Arthur Pappas, Mayor

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:
CITY OF NORTH TONAWANDA)

On this ____ day of _____, 2021, before me personally came Arthur Pappas, to me personally known, who being by me duly sworn, did depose and say that he is the Mayor of the City of North Tonawanda, New York, the corporation described in and which executed the above Instrument; that he knows the corporate seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Common Council of the City of North Tonawanda, New York, and that he signed his name thereto by like order.

Notary Public

BOARD OF EDUCATION OF THE
CITY SCHOOL DISTRICT OF THE CITY
OF NORTH TONAWANDA, NEW YORK

By: _____
Matthew Kennedy, President

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:
CITY OF NORTH TONAWANDA)

On this ____ day of _____, 2021, before me personally came Matthew Kennedy, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of North Tonawanda, New York; that he is the President of the Board of Education of the City School District of the City of North Tonawanda, New York, the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that is was so affixed by order of the Board of Education of said Corporation, that he signed his name thereto by like order.

Notary Public

EXHIBIT A

The City's maintenance of the Board's area which are the sites of the City's playgrounds shall be as follows:

1. The City's facility maintenance staff of the Department of Youth and Recreation shall make regular inspections of the apparatus located on the playground and the playground area. Prior to doing so, the City shall give timely notice to the District's Superintendent or his designee, who will be given an opportunity to attend the inspections. When the playgrounds are open, these inspections shall be more frequent.
2. Remedial repairs will be made to the playground equipment and area, including surfacing, if problems are identified. These repairs will be made within a reasonable time after the defects are noted. Until that time, the equipment or area will be dismantled or protected from use by the public until the repairs are made.
3. Preventative repairs and maintenance will be performed to prevent deterioration of the equipment and area. In the case of wooden equipment, such equipment will be regularly sanded, painted, stained or varnished (or the equivalent) so that the wood does not splinter or otherwise deteriorate. Other maintenance will include, but not exclusively, painting, sanding, cleaning, lubricating, tightening of fixtures, and installation or reinstallation of surface material.
4. Signs will be posted by the City at regular intervals around the playgrounds to indicate that the facility is open or that it is closed and that users will use same at their own risk.
5. When the City begins its playground season, it will install the removable playground equipment or parts to the equipment and when the program is closed, the City is responsible for the removal of apparatus or parts thereof which will be taken down and stored.
6. During the City's playground program, the City staff will perform the following functions:
 - 6.1 Prior to the daily opening, the playground supervisory staff will inspect the playground and its equipment. Any hazardous situations will be immediately reported to the City's maintenance staff and the hazardous area or equipment will not be used and be so identified as not usable until repairs are made. The District's Superintendent of Building and Grounds or his designee will also be given notice of any hazardous situation.
 - 6.2 Playground program aides will conduct only safe activities and possess current Red Cross First Aid certification. All accidents will be reported to the City's attorney and the Department of Recreation and to the Clerk of the Board on forms acceptable to both. Notice of all accidents shall also be given to the District's Superintendent of Buildings and Grounds or his designee.

City of North Tonawanda

II, 2

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

LUKE A. BROWN
CITY ATTORNEY

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

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

October 14, 2021

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

Re: Amendment to the City's Procurement Policy

Dear Honorable Body:

As the Common Council is aware, the City has a number of grants through the Office of Community Renewal ("OCR"). As part of the City's administrative plan with OCR, they are requesting that the City add the following language to the city's procurement policy:

"When utilizing Community Block Grant Funds, Minority and Women-Owned Business Enterprise (M/WBE) Business Participation procurement and Contracting: In an effort to affirmatively increase procurement and contracting opportunities for minority- and women-owned business enterprises, the City will solicit MBEs and/or WBEs as part of its procurement process, when appropriate. Solicitation may be undertaken via advertisements in minority publications or direct outreach by letter or email to identified State-certified M/WBEs. The City's established purchase/contracting thresholds will apply. For purposes of the above, the M/WBE must be certified by Empire State Development (ESD) through the Division of Minority and Women Business Development (DMWBD). The City will keep documentation of M/WBE solicitation in its records and any responses thereto.

Section 3 Business Participation in Procurement and Contracting: For federally funded projects or activities subject to Section 3 of 24 CFR Part 135 of the Housing and Urban Development Act of 1968, as amended, the City will, to the greatest extent feasible, facilitate participation of Section 3 residents and Section 3 businesses in the procurement of goods and services pursuant to its Section 3 Participation Plan. Solicitation may be undertaken via advertisements in local publications encouraging Section 3 participation, or direct outreach by letter or email to identified Section 3 businesses or individuals included on the Department of Housing and Urban

Development's Section 3 Businesses Registry. The City's established purchase/ contracting thresholds will apply. The City will keep documentation of Section 3 solicitation in its records and any response(s) thereto."

If the Council agrees, please pass a resolution to amend the City's procurement policy to include the above language. If the Council has any questions or concerns, please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. A. Brown', with a long horizontal flourish extending to the right.

Luke A. Brown, Esq.
City Attorney

CC: City Clerk/Treasurer
Community Development

City of North Tonawanda

II.3

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

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NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

October 14, 2021

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

Re: Sale of Hawley Drive

Dear Honorable Body:

As the Council is aware, the City has received a request from the residents adjacent to the Hawley Drive paper street to purchase that property. After much discussion, Alderman Schmigel is requesting that we offer to sell those parcels to the adjacent residents at a cost of \$20,000 per parcel. A map of the subject property is attached hereto.

Should Your Honorable Body concur, please pass a resolution allowing the sale of these non-buildable lots and my office will proceed with the necessary paperwork. If you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,

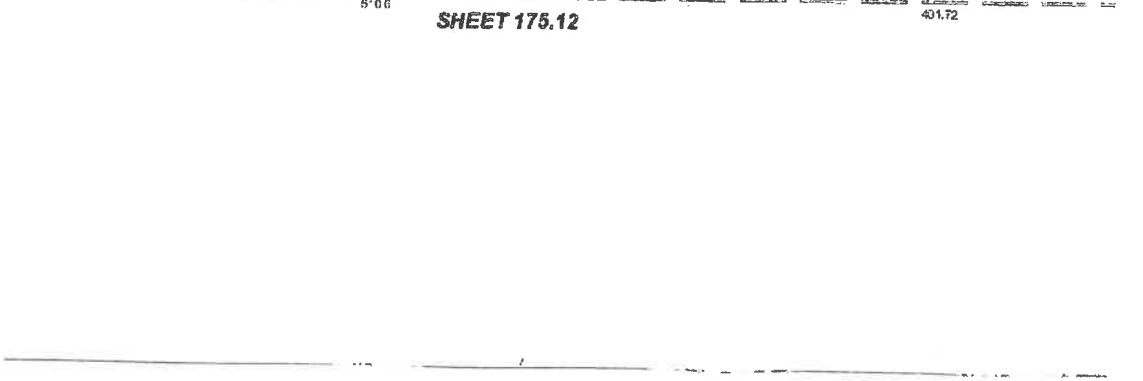


Luke A. Brown, Esq.
City Attorney

CC: City Clerk/Treasurer



SHEET 175.12



12:01

5G



439 Homestead Dr



439 Homestead Dr
Building



CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD

NORTH TONAWANDA, NEW YORK 14120

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

Cell: (716) 946-7560

Email: jkoepsell@northtonawanda.org

Jason W. Koepsell

Superintendent

October 13, 2021

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

**RE: Approval of Payment Applications for WWTP Phase 1 Upgrade Project
(EFC- Funding Disbursement # 14)**

Honorable Body,

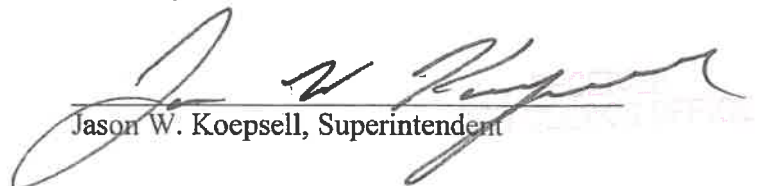
I respectfully request that you approve the following Pay Application for work performed under the WWTP Phase 1 Upgrade Contract. Wendel Engineering and I have reviewed and approve this work.

STC Construction Pay App #14	\$37,525.00
Frey Electric Pay App #14	\$72,293.09
John W. Danforth Company	\$1,425.00

The city does not have to issue purchase orders for payment at this time. This work is being funded through a NY State WIIA Grant and NY State Environmental Finance Center (EFC) loan.

With your approval Rotella Grant Management will submit this request to the EFC on the city's behalf. The EFC will then send us the funds to pay these contractors. Thank you for your time and consideration of my request.

Sincerely,


Jason W. Koepsell, Superintendent

c.c (via email)
Bernie Rotella, Rotella Grant Management
Jeff Zellner, City Accountant
Donna Braun, City Clerk/ Treasurer
Chelsea Sparh, City Engineer

2021 OCT 13 4:51 PM
NORTH TONAWANDA NY



September 27, 2021

Jason Koepsell
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 14 CONTRACT NO. 2020-01-G
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Koepsell,

We are enclosing Payment Request No. 14 from STC Construction, Inc. on the above referenced project in the amount of \$37,525.00.

We have checked all items, find them to be in order, and would recommend payment of this request.

Sincerely,

Wendel

A handwritten signature in cursive script, appearing to read "Ryan C. Laninga".

Ryan C. Laninga

Enclosures

xc:

Chelsea L. Spahr, PE, City of North Tonawanda Engineer
Jeffery R. Zellner, City of North Tonawanda Accountant
Nathan Taylor, Rotella Grant Management
Bernie Rotella, Rotella Grant Management

CONTRACT INQUIRY SHEET

AIA DOCUMENT G703

SHEET 3

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Used Column I on Contracts where variable retainage for line items may apply.

North Tonawanda
Wastewater Treatment Plant

APPLICATION NO.: 14
APPLICATION DATE: 09/02/21
PERIOD TO: 08/31/21
STC PROJECT NO. 2009

A BID ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D + E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D+ E)						
	Low Head & High Head Pumps								
	Pump Submittals	\$ 85,000.00	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00	\$ -	\$ 4,250.00
	Furnish Pumps	\$ 550,000.00	\$ 550,000.00	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ 27,500.00
	Startup & Testing	\$ 40,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 15,000.00	\$ 1,250.00
	Demolition	\$ 160,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 60,000.00	\$ 5,000.00
	Furnish New Pipe/Fittings/Valves	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ 25,000.00
	Pour New Concrete Pads	\$ 16,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 6,000.00	\$ 500.00
	Installation of New Pumps/Piping/Valves	\$ 280,000.00	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 175,000.00	\$ 105,000.00	\$ 8,750.00
	Sludge Pumps								
	Pump Submittals	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	Furnish Pumps	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 2,250.00
	Demolition	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 400.00
	Materials	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	Labor	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	Startup	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 100.00
	Flow Meter at Existing Chlorine Contact Tank								
	Materials	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
	Labor	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 250.00
	Startup	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 50.00
	2G Contingency Allowance								
	Fencing	\$ 5,467.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,467.00	\$ -
	OH Crane	\$ 1,155.00	\$ 1,155.00	\$ -	\$ -	\$ -	\$ 1,155.00	\$ -	\$ 57.75
	Check Valve Re-Build Kits	\$ 488.00	\$ 488.00	\$ -	\$ -	\$ -	\$ 488.00	\$ -	\$ 24.40
	Chlorine System	\$ 45,720.00	\$ 45,720.00	\$ -	\$ -	\$ -	\$ 45,720.00	\$ -	\$ 2,286.00
		\$ 22,170.00	\$ 22,170.00	\$ -	\$ -	\$ -	\$ 22,170.00	\$ -	\$ 1,108.50
	A2G Grit Tank Concrete Repairs								
		\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 900.00
	A3G New Grit Tank Stairs								
		\$ 14,800.00	\$ 14,800.00	\$ -	\$ -	\$ -	\$ 14,800.00	\$ -	\$ 740.00
	SHEET 1 TOTAL	\$ 816,500.00	\$ 773,900.00	\$ 36,000.00	\$ -	\$ -	\$ 809,900.00	\$ 6,600.00	\$ 40,495.00
	SHEET 2 TOTAL	\$ 725,500.00	\$ 719,000.00	\$ 3,500.00	\$ -	\$ -	\$ 722,500.00	\$ 3,000.00	\$ 36,125.00
	SHEET 3 TOTAL	\$ 1,834,800.00	\$ 1,643,333.00	\$ -	\$ -	\$ -	\$ 1,643,333.00	\$ 191,467.00	\$ 82,166.65
	PROJECT TOTAL	\$ 3,376,800.00	\$ 3,136,233.00	\$ 39,500.00	\$ -	\$ -	\$ 3,175,733.00	\$ 201,067.00	\$ 158,786.65



September 27, 2021

Jason Koepsell
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 14 CONTRACT NO. 2020-01-E
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Koepsell,

We are enclosing Payment Request No. 14 from Frey Electric Construction on the above referenced project in the amount of \$72,293.09

We have checked all items, find them to be in order, and would recommend payment of this request.

Sincerely,

Wendel

A handwritten signature in black ink that reads "Ryan C. Laninga".

Ryan C. Laninga

Enclosures

xc:

Chelsea L. Spahr, PE, City of North Tonawanda Engineer
Jeffery R. Zellner, City of North Tonawanda Accountant
Nathan Taylor, Rotella Grant Management
Bernie Rotella, Rotella Grant Management

Application Certificate For Payment

To Owner: City of North Tonawanda City Hall 216 Payne Avenue No. Tonawanda, NY 14120	Project: North Tonawanda WWTP 830 River Road North Tonawanda, NY 14120	Application No: 14 Date: 08/31/2021
From (Contractor): Frey Electric Construction 100 Pearce Ave Tonawanda, NY 14150	Contractor Job Number: 20-0251-00	Architect's Project No: Contract Date: 04/10/20
Phone: (716) 874-1710	Contract For: Contract No. 2020-01-E / Project No. 2728-27	

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	279,541.00	
Change orders approved this month		
Totals		
Net change by change orders	279,541.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: *Laura M. Sauve* Date: 08/30/21
 By: *Laura M. Sauve*
 Name/Title: Keneth W. Jaskler, Secretary/Treasurer
 State of: New York County of: Erie
 Subscribed and sworn to before me this 30th day of August, 2021.
2021 (Year). Notary public: *Laura M. Sauve*
 My Commission Expires July 10, 2022
 My commission expires _____

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 72,293.09

Original contract sum	1,118,000.00
Net change by change orders	279,541.00
Contract sum to date	1,397,541.00
Total completed and stored to date	1,345,176.56
Retainage	
2.5% of completed work	33,629.41
0.0% of stored material	0.00
Total retainage	33,629.41
Total earned less retainage	1,311,547.15
Less previous certificates of payment	1,239,254.06
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	72,293.09
Balance to finish, including retainage	85,993.85

Architect: *Laura M. Sauve* Date: 9/28/21
 By: *Laura M. Sauve*
 This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: City of North Tonawanda
 From (Contractor): Frey Electric Construction
 Project: North Tonawanda WWTP

Application No: 14
 Contractor's Job Number: 20-0251-00
 Architect's Project No:

Date: 08/31/21
 Period To: 08/31/21

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
0100	General Conditions	55,000.00	52,250.00	2,750.00	0.00	55,000.00	100.00	0.00	1,375.00	
0101	Supervision	35,000.00	33,250.00	1,750.00	0.00	35,000.00	100.00	0.00	875.00	
0102	Bonds and Insurances	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	275.00	
0103	Allowance	35,000.00	15,542.61	0.00	0.00	15,542.61	44.41	19,457.39	388.57	
0104	Mobilization	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00	0.00	50.00	
0105	Temporary Work	10,000.00	9,500.00	500.00	0.00	10,000.00	100.00	0.00	250.00	
0106	Demolition-L	60,000.00	57,000.00	3,000.00	0.00	60,000.00	100.00	0.00	1,500.00	
0107	Sludge Distribution-M	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00	0.00	425.00	
0108	Sludge Distribution-L	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	125.00	
0109	Storm Distribution-M	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00	0.00	425.00	
0110	Storm Distribution-L	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	125.00	
0111	Chlorine Distribution-M	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	1,000.00	
0112	Chlorine Distribution-L	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	250.00	
0113	Chlorine Controls-M	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	500.00	
0114	Chlorine Distribution-L	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	125.00	
0115	Grit Distribution-M	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	1,000.00	
0116	Grit Distribution-L	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	250.00	
0117	Grit Pumps-M	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	500.00	
0118	Grit Pumps-L	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	125.00	
0119	Grit Controls-M	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	1,250.00	
0120	Grit Controls-L	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	250.00	
0121	Grit Heat Trace-M	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00	0.00	550.00	
0122	Grit Heat Trace-L	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	175.00	
0123	Carbon Filter Low Pumps-M	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	625.00	
0124	Carbon Filter Low Pumps-L	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	250.00	
0125	Carbon Filter High Pumps-M	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	625.00	

Application and Certificate For Payment -- page 3

To Owner: City of North Tonawanda
 From (Contractor): Frey Electric Construction
 Project: North Tonawanda WWTP

Application No: 14 Date: 08/31/21
 Contractor's Job Number: 20-0251-00
 Architect's Project No:

Period To: 08/31/21

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
0126	Carbon Filler High Pumps-L	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	250.00	
0127	Low Head Distribution-M	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00	0.00	1,700.00	
0128	Low Head Distribution-L	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00	0.00	750.00	
0129	High Head Distribution-M	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00	0.00	1,700.00	
0130	High Head Distribution-L	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00	0.00	750.00	
0131	Lighting Main-M	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	625.00	
0132	Lighting Main-L	24,450.00	24,205.50	244.50	0.00	24,450.00	100.00	0.00	611.25	
0133	Lighting Grt-M	20,200.00	20,200.00	0.00	0.00	20,200.00	100.00	0.00	505.00	
0134	Lighting Grt-L	16,300.00	16,300.00	0.00	0.00	16,300.00	100.00	0.00	407.50	
0135	Lighting Sludge-M	20,200.00	20,200.00	0.00	0.00	20,200.00	100.00	0.00	505.00	
0136	Lighting Sludge-L	16,300.00	6,520.00	0.00	0.00	6,520.00	40.00	9,780.00	163.00	
0137	Lighting Storm-M	54,000.00	54,000.00	0.00	0.00	54,000.00	100.00	0.00	1,350.00	
0138	Lighting Storm-L	48,900.00	48,900.00	0.00	0.00	48,900.00	100.00	0.00	1,222.50	
0139	Lighting Carbon-M	50,500.00	50,500.00	0.00	0.00	50,500.00	100.00	0.00	1,262.50	
0140	Lighting Carbon-L	40,750.00	40,750.00	0.00	0.00	40,750.00	100.00	0.00	1,018.75	
0141	Lighting Maintenance-M	10,100.00	10,100.00	0.00	0.00	10,100.00	100.00	0.00	252.50	
0142	Lighting Maintenance-L	8,150.00	8,150.00	0.00	0.00	8,150.00	100.00	0.00	203.75	
0143	Lighting Digester-M	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	250.00	
0144	Lighting Digester-L	8,150.00	0.00	0.00	0.00	0.00	0.00	8,150.00	0.00	
0145	Demobilization	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	
0146	Testing	5,000.00	2,500.00	2,500.00	0.00	5,000.00	100.00	0.00	125.00	
0147	Closeout Documents	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00	0.00	50.00	
0201	Change order 1	279,541.00	237,609.85	27,954.10	0.00	265,563.95	95.00	13,977.05	6,639.10	
0300	T&M against the allowance	-10,889.61	-10,889.61	0.00	0.00	-10,889.61	100.00	0.00	-272.24	
0301	West Bank Additional Wiring T&M Ticket 47181	1,901.02	1,901.02	0.00	0.00	1,901.02	100.00	0.00	47.53	
0302	Additional Wiring West Bank T&M Ticket 47182	1,073.04	1,073.04	0.00	0.00	1,073.04	100.00	0.00	26.83	

Application and Certificate For Payment -- page 4

To Owner: City of North Tonawanda
 From (Contractor): Frey Electric Construction
 Project: North Tonawanda WWTP

Application No: 14
 Contractor's Job Number: 20-0251-00
 Architect's Project No:

Date: 08/31/21
 Period To: 08/31/21

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
0303	Wiring From Gas Alarm To Actuator T&M Ticket 47183	377.25	377.25	0.00	0.00	0.00	377.25	100.00	0.00	9.43	
0304	Additional Wiring to Each Scale T&M Ticket 47185	980.79	980.79	0.00	0.00	0.00	980.79	100.00	0.00	24.52	
0305	East Bank Actuator Wiring T&M Ticket 47184	3,132.25	3,132.25	0.00	0.00	0.00	3,132.25	100.00	0.00	78.31	
0306	Add Wiring Gas Alarm Actuator Panel Allowance T&M Ticket 47864	1,228.36	1,228.36	0.00	0.00	0.00	1,228.36	100.00	0.00	30.71	
0307	Add Wiring Actuator EM Stops Allowance T&M Ticket 47865	2,196.90	2,196.90	0.00	0.00	0.00	2,196.90	100.00	0.00	54.92	
0308	T&M against allowance	-4,653.00	-4,653.00	0.00	0.00	0.00	-4,653.00	100.00	0.00	-116.33	
0309	Revise light fixtures to 4000K	1,594.00	1,594.00	0.00	0.00	0.00	1,594.00	100.00	0.00	39.85	
0310	SCADA changes at Grit Bldg	3,059.00	3,059.00	0.00	0.00	0.00	3,059.00	100.00	0.00	76.46	
Application Total		1,397,541.00	1,304,477.96	40,698.60	0.00	1,345,176.56	96.25	52,364.44	33,629.41		



September 27, 2021

Jason Koepsell
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 8 CONTRACT NO. 2020-01-M
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Koepsell,

We are enclosing Payment Request No. 8 from John W. Danforth Company on the above referenced project in the amount of \$1,425.00

We have checked all items, find them to be in order, and would recommend payment of this request.

Sincerely,

Wendel

A handwritten signature in cursive script, appearing to read "Ryan C. Laninga".

Ryan C. Laninga

Enclosures

xc:

Chelsea L. Spahr, PE, City of North Tonawanda Engineer
Jeffery R. Zellner, City of North Tonawanda Accountant
Nathan Taylor, Rotella Grant Management
Bernie Rotella, Rotella Grant Management



INVOICE

No. PB108586

John W. Danforth Company
GENERAL CONTRACTORS FOR MECHANICAL SYSTEMS
Remit: 300 Colvin Woods Parkway Tonawanda, NY 14150 (716) 832-1940

TO
CITY OF NORTH TONAWANDA
216 PAYNE AVE
NORTH TONAWANDA, NY 14120

Date: 9/3/2021

Contract/ P.O. No.: 2020-01-M

Job No.: 50107

Req. No.: 8

TERMS: Net 10 Days

Job Name and Description:
PHASE 1 CONTRACT 2020-01-M

AMOUNT OF CONTRACT: \$ 64,900.00
CHANGE ORDERS TO DATE: \$ -

TOTAL CONTRACT TO DATE: \$ 64,900.00

TOTAL COMPLETE TO DATE: \$ 64,900.00
LESS 5% RETENTION: \$ 3,245.00
\$ 61,655.00
LESS PREVIOUS BILLINGS: \$ 60,230.00

NET AMOUNT OF THIS INVOICE: \$ 1,425.00

Please send remittance advice to
Receivables@jwdanforth.com

Bank: Key Bank
50 Fountain Plaza
Buffalo, New York 14202
ABA# 21300077
Account # 250015032
Type Checking

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

BILL TO :
 CITY OF NORTH TONAWANDA
 216 PAYNE AVE
 NORTH TONAWANDA, NY 14120

PROJECT:
 NORTH TONAWANDA WWTTP UPGRADES
 PHASE 1 CONTRACT 2020-01-M

APPLICATION NO: 8
PERIOD TO: 8/31/2021

JWD JOB #: 50107
CONTRACT #: 2020-01-M
PROJECT #: 2728-27
CONTRACT DATE: 4/7/2020

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 JOHN W. DANFORTH COMPANY
 300 COLVIN WOODS PKWY
 TONAWANDA, NY 14150
 Receivables@jwdanforth.com

VIA ARCHITECT/CONSTRUCTION MANAGEMENT:
 WENDEL
 375 ESSJAY ROAD, SUITE 200
 WILLIAMSVILLE, NY 14221

CONTRACT FOR: MECHANICAL WORK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM..... 64,900.00
- 2. Net change by Change orders..... 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2)..... 64,900.00
- 4. TOTAL COMPLETED & STORED TO DATE... (Column G on G703) 64,900.00
- 5. RETAINAGE:
 - a. 5% of Completed Work (Columns D+E on G703) 3,245.00
 - b. 5% of Stored Material (Column F on G703) -
 - Total Retainage (Line 5a + 5b or Total in Column I of G703) 3,245.00
- 6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total) 61,655.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 60,230.00
- 8. CURRENT PAYMENT DUE 1,425.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 3,245.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-	-
Total approved this Month	-	-
TOTALS	-	-
NET CHANGES by Change Order	-	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JOHN W. DANFORTH COMPANY

By: Jamie Julian Date: September 3, 2021

JAMIE JULIAN, CONTROLLER
 State of: New York
 County of: Erie
 Subscribed and sworn to before me this 3rd day of September, 2021

LINDA M MANN

NOTARY PUBLIC-STATE OF NEW YORK
 No. 01MA6331651

Qualified in Erie County 2023
 My Commission Expires October 13, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$1,425.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Jamie Julian Date: 9/28/21
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply

JWD JOB # 50107

APPLICATION NO.

PERIOD FROM:

PERIOD TO:

CONTRACT#

PROJECT NO.:

8

9/3/2021

5/1/2021

8/3/2021

2020-01-M

2728-27

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED This Application THIS PERIOD	F Mat'l's Stored PRESENTLY (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	% (G + C)					
	NORTH TONAWANDA WWTP UPGRADES PHASE 1 CONTRACT 2020-01-M								5%
	Non-Construction Activities:								
	Insurances and Bonds	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00	175.00
	Submittals	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	250.00
	Field Supervision and Layout	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	150.00
	Temporary Facilities and Controls (dumpster)	400.00	400.00	0.00	0.00	0.00	400.00	0.00	20.00
	Mobilization	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	50.00
	Demobilization	500.00	500.00	0.00	0.00	0.00	500.00	0.00	25.00
	Construction Activities:								
	CL Building:								
	Duct Demolition labor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	250.00
	New duct Material	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	200.00
	New duct labor	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	350.00
	New Equipment Material	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	700.00
	New Equipment labor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	250.00
	Test & Balance Labor	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	50.00
	Grft Building:								
	New duct Material	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	100.00
	New duct labor	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	200.00
	New Equipment Material	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	200.00
	New Equipment labor	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	100.00
	Test & Balance Labor	500.00	0.00	500.00	0.00	0.00	500.00	0.00	25.00
	Allowance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	150.00
	CONTRACT TOTALS . . .	64,900.00	63,400.00	1,500.00	0.00	0.00	64,900.00	0.00	3,245.00
	CHANGE ORDERS								
	TOTAL CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GRAND TOTALS. . .	64,900.00	63,400.00	1,500.00	0.00	0.00	64,900.00	0.00	3,245.00



375 Essiav Road, Suite 200, Williamsville, NY 14221

PARTIAL WAIVER AND RELEASE OF LIENS AND CLAIMS

The undersigned SUBCONTRACTOR hereby acknowledges that, upon receipt of funds in the sum of \$1,425.00 as payment in full for invoiced labor, services, equipment and materials furnished to CONTRACTOR, this document shall become effective to release any mechanics' liens rights or claims the undersigned has in connection with NORTH TONAWANDA WWTP UPGRADES ("Property") with respect to the invoiced amount.

The SUBCONTRACTOR certifies and warrants that it has fully paid and satisfied all invoiced claims for work, labor, materials, supplies, equipment and all other items used or furnished by SUBCONTRACTOR or its subcontractor(s), or materialmen in the performance of said project through the date of 08/31/2021

In addition, the SUBCONTRACTOR agrees to reimburse CONTRACTOR for any excess payment made by CONTRACTOR to the SUBCONTRACTOR, which may be discovered as the result of any audit performed by OWNER or CONTRACTOR pursuant to the contract/work authorization.

Invoice Number: PB108586

Invoice Amount: \$ 1,425.00

Invoice Date: 09/03/2021

Paid to Date: \$ 60,230.00

Subcontractor (typed)
John W. Danforth Company

Name (typed)

Title (typed)

Jamie Julian

Controller

Signature

Date (mo, day, yr)

09/03/2021

STATE OF New York)

COUNTY OF Erie) ss.

On this 3rd day of September, 20 21, before me personally appeared Jamie Julian who being by me duly sworn, did depose and say that he is the Controller of John W. Danforth Company and is authorized to execute the above instrument.

LINDA M MANN
PUBLIC-STATE OF NEW YORK
No. 01MA6331651
Qualified in Erie County
My Commission Expires October 13, 2023

Notary Public

To be attached to each Application for Partial Payment for the amount of this Payment Application from you to Wendel Energy Services, LLC.

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

VII

TELEPHONE: (716) 695-8545

FAX: (716) 695-8573

October 14, 2021

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 October 19th, 2021, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2021 OCT 14 PM 5:13
CITY OF TONAWANDA

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

VII

10/15/2021

Honorable Arthur G. Pappas, Mayor
And Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

Dear Honorable Body:

Please be advised that this office sent out a Professional service Request for Proposal (RFP) on September 15th, 2021 to Six (6) qualified Managed Service IT Providers for the City of North Tonawanda.

Vendors	Cost Estimate for Managed IT Services	Plan Recommended
Premcom	\$ 49,668.00	Platinum
AIS	\$ 35,688.00	Based on unit price
Advance 2000	\$ 43,800.00	Silver
VITEC	\$ 52,440.00	Based on Scope
I-Evolve	Block Pricing provided; annual cost could not estimate	
PCI	Chose to not respond	
<i>All MSP pricing based on 70 units estimated in RFP</i>		

The Information Technology Steering Committee meet to review the scoring rubric. After a thorough committee review, we had selected a final two that we asked to come in for final an interview and presentation. Following the back-to-back interviews, the committee's and my recommendation based of the RFP scoring rubric and follow up interview and presentation to award PremCom to a one-year contract.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

RECEIVED
CITY CLERK'S OFFICE

2021 OCT 15 PM 4:09
CITY OF NORTH TONAWANDA NY

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

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



www.ntparksrec.com

September 30, 2021

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 September 2021. The Senior Center has returned to normal business hours and programming.

Senior Center's Total Monthly Services 1,508

Unduplicated 523

Duplicated 985

Please note: We also sponsor a "Little Free Food Pantry" and a "Little Library" both of these are available to the public 24/7 and is not included in this monthly count.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

XXVI.2
OCT 19 2021

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	13	130.00
		Sub-Total:		\$130.00
A1550	Minor Sales	Public Pound Fee	4	90.00
		Sub-Total:		\$90.00
A1603	Misc. Fees	Birth Certificates	40	400.00
		Death Certificates	93	930.00
		Deaths Recorded	13	0.00
		Geneology Search	1	11.00
		Sub-Total:		\$1,341.00
A1980	Minor Sales	City Market	1	225.00
		Sub-Total:		\$225.00
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
		Planning - Rezoning	3	300.00
		Sub-Total:		\$400.00
A2410	Minor Sales	Boathouse 2021	1	950.00
		Sub-Total:		\$950.00
A2505	Marriage License Fee	Marriage License Fee	24	420.00
		Sub-Total:		\$420.00
A2506	Conservation	Conservation	19	332.21
		Sub-Total:		\$332.21
A2540	Racing & Wagering Fees	Bingo Proceeds	6	205.68
		Sub-Total:		\$205.68
A2542	Dog Licensing	Female, Spayed	102	918.00
		Female, Unspayed	6	102.00
		Male, Neutered	93	837.00
		Male, Unneutered	5	85.00
		Replacement Tags	2	6.00
		Sub-Total:		\$1,948.00
A2610	Minor Sales	Parking Tickets	16	935.00
		Sub-Total:		\$935.00

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$6,976.89
Amount paid to:	New York State Department of Health			540.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			228.00
Amount paid to:	NYS Environmental Conservation			5,691.79
Total State, County & Local Revenues:		\$13,436.68	Total Non-Local Revenues:	\$6,459.79

Pursuant to Section 27, Sub 1, of the City Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by the City Clerks Office, City of North Tonawanda, during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.



 City Clerk-Treasurer

 10/1/21
 Date

City of North Tonawanda

DONNA L. BRAUN
City Clerk-Treasurer
dbraun@northtonawanda.org

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

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

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

10/12/2021

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 SEPTEMBER 2021.

General Fund

Balance Fwd - Checking	3,373,625.71
Balance Fwd - Money Market	8,005,746.54
Investments	0.00
Receipts for the month	1,751,922.06
Warrants Drawn	(4,323,885.74)
	<u>\$8,807,408.57</u>

Sewer Fund

Balance Fwd - Checking	596,944.68
Balance Fwd - Money Market	8,778.18
Investments	0.00
Receipts for the month	597,608.39
Warrants Drawn	(757,966.04)
	<u>\$445,365.21</u>

Water Fund

Balance Fwd - Checking	976,949.28
Balance Fwd - Money Market	1,239,046.41
Investments	0.00
Receipts for the month	384,234.46
Warrants Drawn	(302,725.96)
	<u>\$2,297,504.19</u>

Trust & Agency Fund

Balance Fwd - Checking	330,739.59
Receipts for the month	85,281.51
Warrants Drawn	(27,723.03)
	<u>\$388,298.07</u>

Capital Construction Fund

Balance Fwd - Checking	3,962.47
Balance Fwd - Money Market	11,672.49
Receipts for the month	1,196,794.67
Warrants Drawn	(696,559.71)
	<hr/>
	\$515,869.92

Community Development Fund

Balance Fwd - Checking	1,325,339.40
Receipts for the month	75,785.00
Warrants Drawn	0.00
	<hr/>
	\$1,401,124.40

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	289,900.00
Warrants Drawn	(289,900.00)
	<hr/>
	\$0.00

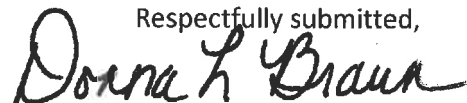
Housing Rehabilitation Fund

Balance Fwd	1,476.06
Receipts for the month	0.01
Warrants Drawn	0.00
	<hr/>
	\$1,476.07

Home Rehabilitation Fund

Balance Fwd	40,755.56
Receipts for the month	0.00
Warrants Drawn	(72.00)
	<hr/>
	\$40,683.56

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer