

# 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

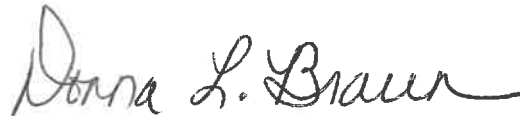
**September 14, 2023**

**The following meetings have been scheduled for TUESDAY, SEPTEMBER 19, 2023:**

**6:15PM Common Council Meeting Discussion**

**6:30PM Common Council Meeting in Common Council Chambers**

**Respectfully submitted,**



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

**TO: Honorable Mayor & Common Council  
Alderman Schmigel, DiBernardo, Lavey, Loncar, Marranta**

**FROM: Donna L. Braun, City Clerk-Treasurer**

**RE: Agenda for Regular Session TUESDAY SEPTEMBER 19, 2023 6:30PM**

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

**PROOF OF PUBLICATION PUBLISHED 9/2/2023**

- 1) Legal Notice – Request for Proposals for qualified meter firms to provide services on Automatic Meters for the City of North Tonawanda – Supt. Water/Wastewater**

**PROOF OF PUBLICATION PUBLISHED 9/5/2023 AND 9/12/2023**

- 1) Legal Notice – Collector’s Notice of Payment of North Tonawanda School Taxes – City Clerk-Treasurer**

**COMMUNICATIONS FROM CITY OFFICIALS**

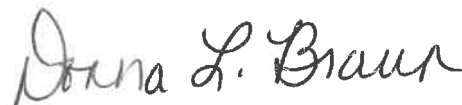
- |                                   |   |   |
|-----------------------------------|---|---|
| <b>I. Mayor</b>                   | - | <b>Re: Approval of City Code Chapter 98 Water Amendments</b>  |
| <b>III. Clerk-Treasurer</b>       | - | <b>Re: Approval to change the Position of Account Clerk I to a Senior Account Clerk Position in Treasurers Office</b>                                   |
| <b>IV.1 Engineer</b>              | - | <b>Re: Approval of the Payne Park Aquatic Facility – Memorial Pool Hazard Materials Testing</b>   |
| <b>IV.2 Engineer</b>              | - | <b>Re: Approval of the Acceptance of the Federal Aid Local Project Agreement for the Twin City Memorial Highway Improvements Study, Project 2023-07</b> |
| <b>V.1 Supt. Water/Wastewater</b> | - | <b>Re: Approval of Change Order #3 for WTP Generator Project</b>  |
| <b>V.2 Supt. Water/Wastewater</b> | - | <b>Re: Award of Bid for Ferric Chloride at the Wastewater Treatment Plant</b>   |

- VII.1 Accountant - Re: Payment of the Abstract of Claims Dated September 19, 2023
- VII.2 Accountant - Re: Budgetary Transfer – To cover the unexpected mid-year increase from the SPCA services
- XIV. Youth, Recreation, Parks & Seniors - Re: Approval of the Municipal Travel Policy for the Travel Expenditures for the Golf Course Superintendent
- XXV. Monthly Reports
- .1 Senior Citizen Center .2 Clerk-Treasurer

## **COMMUNICATIONS FROM OTHERS**

- A.  
iHope Community Church - Re: Approval to close Thompson Street in front of church, Thursday, September 21, 2023

Respectfully submitted,



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



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

SEP 19 2023

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2023 SEP 14 AM 10:28  
NORTH TONAWANDA NY

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

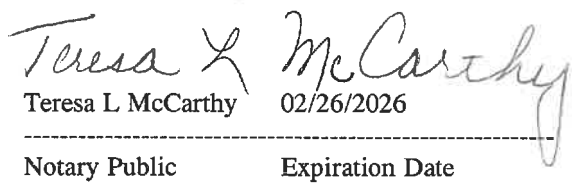
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 321895 was printed and published in said paper on the following dates:

09/05/2023 09/12/2023

  
Principal Clerk

Subscribed and sworn to before me this  
9-19-23

  
Teresa L. McCarthy 02/26/2026  
Notary Public Expiration Date

TERESA L. MCCARTHY  
Notary Public - State of New York  
No. 01MC4962698  
Qualified in Niagara County  
My Comm. Expires Feb. 26, 2026

**COLLECTOR'S NOTICE OF PAYMENT OF SCHOOL TAXES**

Take notice that the undersigned, City Clerk-Treasurer of the City of North Tonawanda, New York, acting as collector of School Taxes for the City/School District of North Tonawanda, New York, by virtue of an agreement between the municipality and the City/School District, has duly received a warrant for the collection of School Taxes for such District for the School year commencing July 1, 2023, and that she will receive payment of all taxes as may be voluntarily paid to her, on or before the 6th day of October, 2023, at her office in the City Hall of the City of North Tonawanda, New York.

Be advised that the date of expiration of this warrant is October 31, 2023.

All taxes remaining unpaid after October 6, 2023, will bear interest at the rate of 12% per annum, until the return of the warrant by the collector.

All taxes remaining unpaid after the return of the warrant by the collector will bear interest at the rate of 1% per month or part thereof, plus a penalty of 5% of the balance due on account of principle and interest.

All taxes remaining unpaid after expiration of the warrant on property within the City of North Tonawanda shall be paid to the undersigned.

Tax rate per \$1,000.00 of Assessed Valuation:

School Tax	\$23.119265
Library Tax	\$ 1.104985

Donna L. Braun  
City Clerk-Treasurer of North Tonawanda  
Acting Collector of School taxes by virtue of an agreement between the Municipality and City/School District of North Tonawanda, NY  
N#321895 9/5,12/2023



I.

SEP 19 2023

September 10, 2023

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

**RE: Chapter 98 Amendments**

After discussions with our Clerk-Treasurer's department and Water/Wastewater Superintendent, the following fees associated with chapter 98 are proposed. Changes to these fees have not occurred in many years and our treasurer's department has seen numerous property owners find ways to bypass our meters, stealing water with little repercussions. With the City moving forward with an automatic reader program where we will be installing meters in residential properties, this will assist in that process.

Please consider the following changes.

**§ 98-1.1 Use of City mains mandatory; exceptions, conditions.**

**Section C.** The use of water is permitted subject to such conditions or reservations as the Water Department may consider reasonable. The Water Department Superintendent reserves the right to restrict or prohibit **extraordinary** use of water if water supply conditions so require.

**§ 98-2 Conditions of service.**

**Section I.** At any premises, water must be turned off or on by a plumber licensed in North Tonawanda who has obtained the proper permit. In the case of emergency **deemed by the Water Superintendent**, a representative of the Water Department may turn off the water. **Costs for time and materials associated with emergency repairs by the city shall be discussed with and billed to the property owner.**

**Section J.** The Water Department Inspector, meter reader or other properly authorized representative shall have access, at all reasonable hours, to the premises supplied for the purpose of setting, reading, repairing or removing meters or for making necessary repairs. Replacement of meters shall be at the discretion of the Water Department. If access to the premises is not made available, a nonrefundable fee of **\$10 \$50** per month will be charged until access is granted.

**§ 98-6 Testing of meters.**

**Section B.** A City-owned meter may be tested at the request of a property owner. If the test reveals that the meter is not within the limits of accuracy according to the standards of the American Water Works Association, the meter shall be replaced at no charge to the owner and there shall be no charge for the

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test. A fee of ~~\$55~~ **\$100** will be charged if the City meter is found to be within the limits of accuracy. The property owner shall be billed for meter testing within the first water bill rendered after the date of such test.

**§ 98-7 Billing and payment procedures.**

**Section C.** When property is transferred from one owner to another, a service charge of ~~\$30~~ **\$50** will be charged to the new owner of said property, to be billed within the first water bill rendered after the service.

**Section D.** If a utility bill requires an adjustment of consumption or dollars, an adjustment fee of ~~\$10~~ **\$25** may be imposed.

**§ 98-8 Application for water service.**

**Section C.** When making service applications for newly built structures, the consumer must come in person, to sign the application, make an appointment for installation of the meter and pay a fee of ~~\$55~~ **\$200** for installation of the meter. **Property owner may furnish and install new city approved meter with no charge by the city. Upon installation, meter must be inspected by the City Water Department.**

**§ 98-9 Termination of service.**

**Section B.** In the event a property owner fails to comply with § 98-9A, the Water Department is hereby authorized to immediately and without notice to the property owner ~~hire a licensed plumber to~~ terminate the water supply as defined in this chapter. The City Assessor shall assess the amount charged for this service upon the real property, and this total amount shall constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected by the City Treasurer in the manner provided by law for the collection of taxes or delinquent taxes.

**§ 98-11 Installation of meters.**

**Section E.** Any meter over one inch shall be considered industrial size, and the owner of said premises will be responsible for acquiring and installing such meter. All meters must meet AWWA standards **and City Specifications** approved by the Superintendent of Water. The City ~~may~~ **shall** require testing of said meters by the owner according to the testing schedule in § 98-6A, and a test certificate must be filed with the Water Department.

~~**Section F.** .....If the Water Department finds that the meter is damaged and needs replacement, the Water Department is hereby authorized to and entitled to charge a fee of \$55 a fee to be established by the Superintendent of Water for the installation of a replacement meter approved by the Water Department.~~

**Section G.** Outside dial water meters are no longer required on new dwellings constructed in the City of North Tonawanda. Any existing outside dial water meters will be phased out in the normal course of Water Department operations. The Water Department is hereby authorized to and entitled to charge a one-time installation fee **to be established by the Superintendent of Water of \$55** for the installation of an interior water meter approved by the Water Department.

**Section L.** Only Water Department employees or authorized agents may remove or disturb the water meter. If it becomes necessary to break the meter seal in connection with work on the consumer's service

line, the Water Department will authorize the breaking of the seal and will reseal the meter without charge. When a meter seal or seal wire has been tampered with, removed, or broken or the meter removed from the service line, the meter will be removed, tested, reset and resealed for which a fee of ~~\$75~~ \$250 will be charged.

**§ 98-16 Water rates.**

**Section A.**

**Flat rates.**

Item	2006 Rate
Room	\$10.93
Wash basin	\$10.93
Bath or shower	\$35.12
Toilet	\$39.84
Laundry tub or washing machine	\$28.10
Swimming pool (permanent)	\$93.67
Front foot service charge, per foot, with a maximum of 70 feet	\$1.95
Boathouse	\$46.85
Garden tap	\$37.47

**Section B.**

Meter rates. Effective for billings sent out on March 1, 2009, meter rates shall be as follows:

Gallons	Rate
0	<del>\$12.00</del> \$15.00 minimum charge (*Adjusting Code to Reflect Council Approved Changes from years prior)
1 to 250,000	<del>\$2.70</del> \$3.00 per 1,000 gallons (*Adjusting Code to Reflect Council Approved Changes from years prior)
Over 250,000	<del>\$2.70</del> \$3.00 per 1,000 gallons (*Adjusting Code to Reflect Council Approved Changes from years prior)

**Section E.** Recipients of the water bill are required to read their water meter and place said reading on the meter reading card in the place provided. Failure to comply with this section will result in an estimated reading. For each estimated quarter following the second consecutive estimation, there will be a surcharge of \$25 added until the meter is read. Additionally, the fourth bill that contains said estimated reading may be doubled. Upon discovery that a water meter has been overcharged and readings are under the estimated consumption, the property owner shall receive a consumption credit towards future billings. Said credit will not exceed two years of the past estimated water consumption.

**Section G.** Multi-dwelling-unit homes and apartments that have only one master water meter would be subject to the existing minimum water charge of ~~\$12~~ \$15, and would receive an additional minimum water charge of ~~\$12~~ \$15 for each additional dwelling unit which does not have a separate water meter.



**Section H.** Homeowners who receive the low-income aged exemption (age 65 or older and income less than \$22,525) would still be subject to the minimum water charge ~~of \$12~~, but would automatically receive up to the first 5,000 gallons of water at no cost per quarter.

Policy abiding property owners should not have to subsidize water for those who choose to violate our laws. As the City makes important improvements to our water infrastructure, these fees will play a significant role in maintaining an equitable source of revenue as meters are updated to auto readers over the next few years.

Thank you for your attention to this matter,

Austin Tylec  
Mayor

Donna Braun  
City Clerk-Treasurer

Jason Koepsell  
Superintendent of Water/Wastewater

# 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

*III*

**SEP 19 2023**

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

September 11, 2023

Re: Senior Account Clerk Position

Dear Honorable Body,

I am requesting permission to provisionally appoint Amanda Hockwater from her position as Account Clerk 1 to a Senior Account Clerk Position. I have spoken with Civil Service and Amanda is qualified for the position and qualifies to take the Civil Service Exam in 2024. Upon passing the exam she would be permanently appointed to the position. I also posted the position with the Union per the CSEA contract.

I am looking to the future of both the Treasurer's office and the Clerk's office. We will have retirements in the future and for someone within the office to qualify for either Assistant Clerk or Assistant Treasurer they would have to have been in the Title of Senior Account Clerk for 3 years. This also allows for training for either position.

The budgetary cost is minimal. See Below.

	Salary-2023	Hourly	Salary -2024	Hourly	
Amanda's Current 2023 Salary (Step4) Acct Clerk1	\$43,495.00	\$23.90	Acct Clerk 1 \$45,753.00 (Step 5)	\$25.14	
Senior Acct. 2023 (Step 3)	\$43,677.00	\$23.99	Senior Acct (Step4) \$46,005.00	\$25.28	
Difference	\$182.00	\$.09	\$252.00	\$.14	

2023 Budget cost of \$182.00 can be covered under our Overtime Budget in the Treasurer's Budget

2024 projected Budget increase of \$252.00.

Thank you for your consideration on this proposal.

Sincerely,



Donna L Braun

Clerk/Treasurer

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2023 SEP 13 AM 11:24  
NORTH TONAWANDA NY



**City of North Tonawanda  
Department of Engineering**

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

**Chelsea L. Spahr, P.E.**  
City Engineer  
Phone: (716) 695-8565  
Fax: (716) 695-8568

September 5, 2023

IV.1

**SEP 19 2023**

Austin J. Tylec, Mayor  
and Common Council Members  
City Hall North Tonawanda  
216 Payne Avenue  
North Tonawanda, New York

**Re: Payne Park Aquatic Facility – Memorial Pool Hazard Materials Testing**

Honorable Body:

It was determined that further hazardous materials testing needs to be performed on Memorial Pool, including asbestos, lead and PCB testing. This investigation will allow us to better determine the future use of the existing Memorial Pool structure.

I therefore recommend that the Common Council authorize the Mayor to sign the enclosed agreement for hazardous materials testing with AMD Environmental Consultants, Inc. 72 East Niagara Street, Suite 100, Tonawanda, NY 14150; in an amount of \$5,000.00; subject to review by the City Attorney.

Very truly yours,

Chelsea L. Spahr, P.E.  
City Engineer

CLS:cls

Cc: file, w/encls  
Edward Zebulske, City Attorney, w/encls  
Alex Domaradzki, Director of Parks Recreation and Youth  
Jonathan Wolf., AMD Environmental Consultants

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2023 SEP 6 AM 8:57  
NORTH TONAWANDA NY



AMD Environmental Consultants, Inc.  
 72 E. Niagara St., Suite 100  
 Tonawanda, NY 14150  
 Office: 716-833-0043 Fax: 716-241-8689  
 www.amdenvironmental.com

June 16th, 2023

Chelsea L. Spahr, PE (Client)  
 City Engineer  
 City of North Tonawanda Engineering Department  
 216 Payne Ave., North Tonawanda, NY 14120  
 716-695-8565  
 CSpahr@northtonawanda.org

Ms. Spahr;

AMD Environmental is pleased to provide you with the following work proposal for environmental services.

**Project Location: 830 Payne Ave., North Tonawanda, NY 14120 – Town Memorial Pool Facility**

Scope of Work: Pre-Demolition Hazardous Materials Inspections for existing Town Pool Facility.

- Regulated Building Materials (RBM) Inspection to include Asbestos, Lead Based Paint & PCB's in Caulk/Sealants

**Project Description:**

AMD Environmental Consultants, Inc. is pleased to provide the Town of North Tonawanda with a price proposal for the below outlined scope of work. It is our understanding that the project consists of performing asbestos, lead based paint, and PCB's in caulk/sealants inspections. AMD Environmental Consultants, Inc. (NYS DOL # 56177) will conduct asbestos sampling activities in accordance with guidelines and techniques identified in NY Code Rule 56. For bulk samples, AmeriSci Laboratories (NY Lab ID No.: 10984) will perform analysis via PLM / TEM according to EPA Method 198.4 with a 5 Day TAT upon receipt of samples.

Description	Quantity	Unit Fee	Total
<b>Technical Personnel:</b>			
Asbestos/Lead/Mold/PCB Inspector (≤8hrs/day.) 2 Inspectors	1 Day Onsite	\$ Flat Fee	\$ 1,500.00
<b>Sample Cost Breakdown :</b>			
Asbestos PLM Samples (5 Day TAT Analysis )	24 Samples	\$ 30.00/Ea.	\$ 720.00
Asbestos TEM Samples (5 Day TAT Analysis )	36 Samples	\$ 50.00/Ea.	\$ 1,800.00
Lead Based Paint Inspection via XRF instrument	Flat Fee	\$ 250.00	\$ 250.00
PCB's in Caulk and Sealants	4 Samples	\$ 120.00	\$ 480.00
<b>Reporting / Close-Out Report</b>	1	\$ 250.00	\$ 250.00
<b>Total Estimated Cost*</b>			<b>\$ 5,000.00</b>

**Note:** If total days on-site exceeds the estimated days, the total cost will reflect the additional days at the Standard Day Rate. Over-time is not included in this quote and associated fee may be negotiated if deemed necessary for job completion. Sample quantities are estimates only; the final cost for sampling will be determined by the variation of material being sampled on-site.

Please sign and return- via email, fax or traditional mail.

<b>Date:</b>	<b>PO #:</b>	<b>Name/Title:</b>
--------------	--------------	--------------------

Signature: \_\_\_\_\_

Regards,

Jonathan Wolf  
 General Manager  
 AMD Environmental Consultants



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

**Chelsea L. Spahr, P.E.**  
City Engineer  
Phone: (716) 695-8565  
Fax: (716) 695-8568

September 13, 2023

IV.2

SEP 19 2023

Honorable Austin J. Tylec, Mayor  
and Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, New York 14120

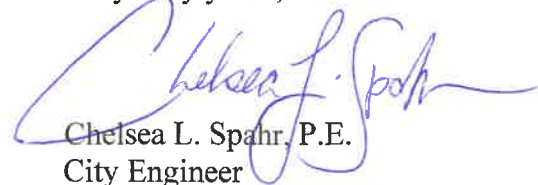
**Re: Project 2023-07: Twin City Memorial Highway Improvements Study  
PIN 5764.81, Comptrollers Contract # D040969 - Acceptance of the Federal  
Aid Local Project Agreement**

Dear Honorable Body:

The New York State Department of Transportation (NYSDOT) has requested that the City of North Tonawanda (City) enter into a Federal Aid Local Project Agreement, which details the commitment of both agencies to participate in the administration and funding of the various phases of the Twin City Memorial Highway Improvements Study.

As such, I am requesting that the Council adopt a resolution that the City authorizes the Mayor to sign the enclosed Federal Aid Local Project Agreement with the NYSDOT for a total of \$625,000. This amount is both the Federal and non-Federal share of the cost of the above project's Engineering (Design I-IV) phase. The City must commit to pay, in the first instance, 100% of the Federal and non-Federal share of the cost of this project's phase. The NYSDOT will then reimburse the City for the Federal and State Share as the project is progressed. Please find the resolution attached.

Very truly yours,

  
Chelsea L. Spahr, P.E.  
City Engineer

CLS:cls

Cc: file, w/encls  
Edward A. Zebulske III, City Attorney, w/encls  
Jeffery Zellner, City Accountant  
Mark Zellner, DPW Superintendent  
Laura Wilson, Director of Community Development  
Jennifer Michniewicz, PE, PTOE, NYSDOT

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2023 SEP 12 PM 3:40  
NORTH TONAWANDA NY

**Authorizing the Implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of transportation federal-aid project, and appropriating funds therefore.**

**WHEREAS**, a Project for the City of North Tonawanda Twin City Memorial Highway Improvements Study, P.I.N. 5764.81 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

**WHEREAS**, the City of North Tonawanda desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Engineering phase of the Project PIN 5764.81 which is estimated to be \$625,000.

**NOW, THEREFORE**, the City of North Tonawanda Common Council, duly convened does hereby

**RESOLVE**, that the City of North Tonawanda Common Council hereby approves the above-subject project; and it is hereby further

**RESOLVED**, that the City of North Tonawanda Common Council hereby authorizes the City of North Tonawanda to pay in the first instance 100% of the federal and non-federal share of the cost of the Engineering phase of the work for the Project or portions thereof; and it is further

**RESOLVED**, that the sum of \$625,000 is hereby appropriated from expenditure line 623.5997.0244 TCMH Improvements Study and made available to cover the cost of participation in the above phase of the Project; and it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Common Council of North Tonawanda shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

**RESOLVED**, that the Mayor of the City of North Tonawanda be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of North Tonawanda with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

**RESOLVED**, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

**RESOLVED**, this Resolution shall take effect immediately



Department of  
Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

FRANK P. CIRILLO, SR/WA  
Regional Director

September 6, 2023

Chelsea Spahr, P.E., City Engineer  
City of North Tonawanda Dept. of Engineering  
216 Payne Ave.  
City Hall  
North Tonawanda, NY 14120

**Re: Federal Aid Local Project Agreement, PIN 5764.81, Comptrollers Contract # D040969  
Twin City Memorial Highway Improvements Study  
City of North Tonawanda, Niagara County**

Dear Ms. Spahr:

The New York State Department of Transportation (NYSDOT) requests for the City of North Tonawanda to enter into a Federal Aid Local Project Agreement which details the commitment of both agencies to participate in the administration and funding of the various phases of this project.

Please obtain a Resolution authorizing the Mayor to sign the enclosed Federal Aid Local Project Agreement with NYSDOT for a total of \$625,000. This amount is both the Federal and non-Federal share of the cost for the above project's Engineering (Design I-IV) phase. The City of North Tonawanda must commit to pay, in the first instance, 100% of the Federal and non-Federal share of the cost of this project's phase. NYSDOT will reimburse the City of North Tonawanda for the Federal Share and State Share as the project is progressed. A copy of a sample Resolution has been enclosed. **Reimbursement requests must be submitted to NYSDOT at least once every six months.**

Please email NYSDOT a PDF containing one (1) certified copy of the City of North Tonawanda's Resolution along with two (2) original and notarized copies of the enclosed Federal Aid Project Agreement to [Jessica.Hoehn@dot.ny.gov](mailto:Jessica.Hoehn@dot.ny.gov). Your Approved Signatory is required to sign each copy of the Federal Aid Project Agreement. Page 8 of the enclosed Federal Aid Local Project Agreement includes the following information; Name, Title, Mailing Address, Telephone Number, Facsimile Number, and Direct E-Mail Address of the Responsible Local Official with the authority to execute the enclosed Agreement with the NYSDOT. Please check this information and make any appropriate additions or corrections.

Questions regarding the Agreement and/or the implementation of the project should be directed to Jennifer Michniewicz, P.E., PTOE, Regional Local Projects Liaison, at 716-847-3042.

Sincerely,

Nicholas S. Gagliardo, P.E.  
Performance and Asset Unit Manager

MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040969

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the City of North Tonawanda (the "Municipality/Sponsor")  
acting by and through the Mayor  
with its office at 216 Payne Ave, Tonawanda, NY 14120.

This Agreement covers eligible costs incurred on or after   /  /2023.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as Twin City Memorial Highway Improvements Study, City of North Tonawanda, Niagara County (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and



MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the **Mayor** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through

MUNICIPALITY/SPONSOR: **City of North Tonawanda**

PROJECT ID NUMBER: **5764.81** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage,

MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and

MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission;
  - (c) By personal delivery;
  - (d) By expedited delivery service; or
  - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: Jennifer Michniewicz, P.E., PTOE

Title: Project Manager

Address: 100 Seneca Street, Buffalo, NY 14203

Telephone Number: 716-847-3042

Facsimile Number: 716-847-3080

E-Mail Address: Jennifer.Michniewicz@dot.ny.gov

**[Municipality/Sponsor] City of Tonawanda**

Name: Austin Tylec

Title: Mayor

Address: 216 Payne Ave, North Tonawanda, NY 14120

Telephone Number: 716-695-8540

Facsimile Number: 716-695-8541

E-Mail Address: atylec@northtonawanda.org

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State



MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Authorization forms are available on the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may



Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (02/19)

MUNICIPALITY/SPONSOR: City of North Tonawanda

PROJECT ID NUMBER: 5764.81 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

pursue approval of their own construction specifications and procedures on a project by project basis).

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF **NIAGARA** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 5764.81**

<b>OSC Contract #:</b> <u>D040969</u>	<b>Contract Start Date:</b> <u>1/1/2023</u> (mm/dd/yyyy)	<b>Contract End Date:</b> <u>12/31/2026</u> (mm/dd/yyyy)
<input type="checkbox"/> Check, if date changed from the last Schedule A		
<b>Purpose:</b>	<input checked="" type="checkbox"/> Original Standard Agreement	<input type="checkbox"/> Supplemental Schedule A No.
<b>Agreement Type:</b>	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Tonawanda	
	Other Municipality/Sponsor (if applicable):	
<input type="checkbox"/> State Administered	List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.	
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
<b>Authorized Project Phase(s) to which this Schedule applies:</b>	<input checked="" type="checkbox"/> PE/Design	<input type="checkbox"/> ROW Incidentals
	<input type="checkbox"/> ROW Acquisition	<input type="checkbox"/> Construction/CI/CS
<b>Work Type:</b> OTHER (See Footnotes)	<b>County</b> (If different from Municipality): Niagara	
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>		
<b>Project Description:</b> Twin City Memorial Highway Improvements Study, City of North Tonawanda, Niagara County		
<b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**A. Summary of Participating Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
5764.81.121	Current	Other (see FN) (80%)	\$625,000.00	\$500,000.00	\$93,750.00	\$31,250.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$625,000.00	\$500,000.00	\$93,750.00	\$31,250.00	\$ 0.00



## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

**B. Right-of-Way (ROW) Acquisition**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |



**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

June 2023

**TABLE OF CONTENTS**

	<b>Page</b>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a 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 the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual



employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**  
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.



The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEÖ/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

<b>20.215</b>	<b>Highway Training and Education</b>
<b>20.219</b>	<b>Recreational Trails Program</b>
<b>20.XXX</b>	<b>Highway Planning and Construction - Highways for LIFE;</b>
<b>20.XXX</b>	<b>Surface Transportation Research and Development;</b>
<b>20.500</b>	<b>Federal Transit-Capital Investment Grants</b>
<b>20.505</b>	<b>Federal Transit-Metropolitan Planning Grants</b>
<b>20.507</b>	<b>Federal Transit-Formula Grants</b>
<b>20.509</b>	<b>Formula Grants for Other Than Urbanized Areas</b>
<b>20.600</b>	<b>State and Community Highway Safety</b>
<b>23.003</b>	<b>Appalachian Development Highway System</b>
<b>23.008</b>	<b>Appalachian Local Access Roads</b>

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

**(a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

**(b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

**(1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

**(2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

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<sup>2</sup> <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



## 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](mailto:jkoepsell@northtonawanda.org)

*Vil*

SEP 19 2023

**Jason W. Koepsell**  
*Superintendent*

September 13, 2023

Honorable Mayor Austin Tylec and Common Council  
216 Payne Ave.- City Hall  
North Tonawanda, NY 14120

**RE: Approval of Change Order #3 for WTP Generator Project**

Honorable Body,

I respectfully request that you approve the following change order for work performed under the WTP Generator Project Contract. Nussbaumer and Clarke and I have reviewed and approved this work.

Change order #3: \$118,129.73

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, I 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*  
2023 SEP 13 AM 11:24  
NORTH TONAWANDA NY

Jason W. Koepsell, Superintendent  
RECEIVED  
CITY CLERK'S OFFICE

Date of Issuance: July 7, 2023	Effective Date: July 7, 2023
Owner: City of North Tonawanda	Owner's Contract No.: 17J1-0024
Contractor: Goodwin Electric	Contractor's Project No.:
Engineer: Nussbaumer & Clarke, Inc.	Engineer's Project No.: 17J1-0024
Project: North Tonawanda Water Treatment Plant-Stand- by Generator Replacement	Contract Name: NT Treatment Plant Standby Generator

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

Description: 1 Day Tank Revisions; 2 PVC Conduit Cost Increase; 3 Bonds, Insurances and Extended Completion Date; 4 Material Cost Increase; 5 Labor Rate Increase; 6 Generator Warranty Extension and Fluid & Filter Change; 7 Generator Fluid Cooler, 8 Rework feeder to High Service Pump #1.

Attachments: Backup for items listed above.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>934,000.00</u>	Original Contract Times: Substantial Completion: <u>August 20, 2020</u> Ready for Final Payment: <u>August 20, 2020</u> days or dates
Increase from previously approved Change Orders No. 1 to No. 2:  \$ <u>363,529.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>October 1, 2021</u> Ready for Final Payment: <u>October 31, 2021</u> days
Contract Price prior to this Change Order:  \$ <u>1,297,529.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2021</u> Ready for Final Payment: <u>October 31, 2021</u> days or dates
Increase of this Change Order:  \$ <u>118,129.73</u>	Increase of this Change Order: Substantial Completion: <u>October 20, 2023</u> Ready for Final Payment: <u>November 20, 2023</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>1,415,658.73</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 20, 2023</u> Ready for Final Payment: <u>November, 2023</u> days or dates

RECOMMENDED: By: <u></u> Title: <u>Engineer – Madison Rich</u> Date: <u>July 7, 2023</u>	ACCEPTED: By: _____ Title: <u>Owner (Authorized Signature)</u>	ACCEPTED: By: <u></u> Title: <u>GoodwinElectric</u> Date: <u>7-7-2023</u>
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Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



## CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD  
NORTH TONAWANDA, NEW YORK 14120

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

Fax: (716) 389-3351

E-mail: [JKoepsell@northtonawanda.org](mailto:JKoepsell@northtonawanda.org)

*Vid*

SEP 19 2023

**Jason W. Koepsell**  
*Superintendent*

September 14, 2023

Honorable Mayor Austin Tylec and Common Council  
216 Payne Ave. – City Hall  
North Tonawanda, NY 14120

**RE: Award of Bid for Ferric Chloride at the Wastewater Treatment Plant**


**Honorable Body:**

On August 16, 2023 bids were received and opened for Ferric Chloride Supply services at the Wastewater Treatment Plant.

Based upon the one bid that was received, I recommend that PVS Technologies Inc, 10900 Harper Ave, Detroit, MI be awarded the one (1) year contract at their bid price of \$1,243.00/dry ton. This award is contingent on approval from the City Attorney.

Please contact me if you have any question or concerns regarding this Bid Award. Thank you for your time and consideration of my request.

Very truly yours,

  
Jason W. Koepsell, Superintendent  
Water / Wastewater

2023 SEP 14 AM 9:14  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE



PROPOSAL FOR FERRIC CHLORIDE

I (We) the undersigned propose to furnish the North Tonawanda Wastewater Treatment Plant with a supply of Ferric Chloride, according to the attached specifications and in conformance with all bidding requirements contained therein.

The bid prices quoted herein including delivery to the North Tonawanda Wastewater Treatment Plant are to be firm prices. Escalator clauses or other conditions will not be considered and will negate the bid.

Contract Length:	One (1) Year
QUANTITY:	One Year's Supply – 210 Tons more or less
DESCRIPTION:	Tons of Ferric Chloride
UNIT PRICE:	\$ <u>1,243.00 DT</u>
TOTAL PRICE:	\$ <u>261,030.00</u>

Total bid amount in words for one (1) year contract:

Two Hundred Sixty One Thousand Thirty Dollars and Zero Cents

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.1

SEP 19 2023

September 14, 2023

Honorable Austin J. Tylec, 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 September 19th, 2023, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

2023 SEP 14 PM 12:56  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

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.2

SEP 19 2023

9/13/2023

Honorable Austin J Tylec, Mayor  
And Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Article V, Division 2, Section 5.023, and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following amendment of fiscal year 2023 appropriations, based on the request of the Department Head, copy attached.

Dollar

Amount

Increase Account

Decrease Account

\$1,500

001.3510.0480

001.3120.0250

Control of Animals - Operations

Police – Weapons and Guns

Reason: Unexpected mid-year increase from the SPCA services from \$300/month to \$600/month

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

2023 SEP 14 AM 6:37  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

## Budgetary Transfer Request Form

Department: Accounting

Date: 09/13/2023


Dollar Amount	Appropriation Accounts and Documentation	
\$1,500.00	From Appropriation Account	Into Appropriation Account
	001.3120.0250 Weapons/Guns Account Number	001.3510.0480 Control of Animals Account Number
	Account Description	Account Description

**Explanation:** Due to an unexpected mid-year contract increase from the SPCA for services, from \$300.00/month to \$600.00/month. Funds are needed to cover the services for the remainder of the year.

**Please Check One**

Common Council Action	NO Common Council Action
-----------------------	--------------------------

	9.13.23
Department Head Signature	Date

### Budgetary Transfer Policy

- 2.11 - Budgetary transfers can be initiated by a Department Head on his or her signature if **all** of the following criteria is met:
  1. Transfer appropriations must be less than \$250.00
  2. Transfer only between existing appropriation accounts within your Department Budget
  3. Accumulated transfers made into any one appropriation account can not total more than \$250.00 within any fiscal year
- 2.21 - Budgetary transfers can be initiated by a Department Head through the Common Council if **one** of the following Criteria is met:
  1. Transfer appropriations must be over \$250.00
  2. Creation of a new appropriation account your budget

**For Accounting Department Use Only**

	Department of Accounting Audit	Common Council Meeting Date
8		9/19/2023

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

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



September 12, 2023

XIV  
SEP 19 2023

The Honorable Austin Tylec and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Dear Mayor Tylec and Common Council,

As per our municipal travel policy I am seeking authorization of travel expenditures for our Golf Superintendent to attend the annual GCSAA (Golf Course Superintendent Association of America) Conference as described in the resolution attached.

Costs associated would be covered under our Golf Course Operations budget for training and certifications.

Respectfully Submitted,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors

2023 SEP 12 PM3:45  
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

## TRAVEL POLICY RESOLUTION

RE: Authorization of travel expenditures

**WHEREAS**, in accordance with the City of North Tonawanda Travel Policy, the common council of the City of North Tonawanda may, by majority vote, authorize travel expenditure for any officers, employees or elected officials to attend conferences or seminars not covered within negotiated union contracts, which are for the betterment of the City.

**WHEREAS** All expenditures and travel activity will be in compliance with section 77-b of General Municipal Law

**WHEREAS** the Director of Youth, Recreation, Parks & Seniors would like to send the Golf Course Superintendent to the GCSAA (Golf Course Superintendent Association of America) Conference for annual training and networking purposes.

**WHEREAS** expenses associated with the conference, including travel, etc have been budgeted for within the Golf Course Operations Budget.

**WHEREAS** the conference on January 29-February 1 includes training and seminars in best practice updates on turf management, sand bunker repair & maintenance, and other selected seminars which are identifiable as being beneficial to our specific course. Round-table discussions and networking opportunities with top industry professionals and vendors nationwide are also a desirable benefit from this conference.

**WHEREAS** the conference is a desirable opportunity to invest in, and equip staff in order to maximize the benefits to our golf course, including efficiency of maintenance practices, implementable strategies to improve course conditions, and betterment of golfer experience; thus making our course more attractable and profitable.

**NOW, THEREFORE, BE IT RESOLVED**, that the council hereby authorizes the travel expenditures for participation of the Golf Superintendent in the GCSAA conference as budgeted by the Director of Youth, Recreation, Parks & Seniors, based on the importance of this opportunity as being beneficial both to the staff, and for the betterment of the course.

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

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



August 31, 2023

**SEP 19 2023**

The Honorable Mayor Austin Tylec  
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 August 2023.

**Senior Center's Total Monthly Services 1,748**

**Unduplicated 698**

**Duplicated 1,050**

Please note: We also sponsor a "Little Free Food Pantry" and a "Little Library" both of these are available to the public 24/7.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

2023 SEP 1 AM 8:18  
NORTH TONAWANDA NY

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**SEP 19 2023**

Account#	Account Description	Fee Description	Qty	Local Share
A0070	City Marketing Fee	City Marketing Fee	4	10,000.00
			<b>Sub-Total:</b>	<b>\$10,000.00</b>
A1255	Minor Sales	Certified Copies - Marriage	3	30.00
			<b>Sub-Total:</b>	<b>\$30.00</b>
A1603	Misc. Fees	Birth Certificates	54	540.00
		Death Certificates	94	940.00
		Deaths Recorded	15	0.00
		Geneology Death	2	44.00
			<b>Sub-Total:</b>	<b>\$1,524.00</b>
A2410	Minor Sales	Boathouse 2023	7	6,916.00
			<b>Sub-Total:</b>	<b>\$6,916.00</b>
A2505	Marriage License Fee	Marriage License Fee	11	192.50
			<b>Sub-Total:</b>	<b>\$192.50</b>
A2506	Conservation	Conservation	24	359.70
			<b>Sub-Total:</b>	<b>\$359.70</b>
A2540	Racing & Wagering Fees	Bingo Proceeds	4	325.86
			<b>Sub-Total:</b>	<b>\$325.86</b>
A2542	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	108	972.00
		Female, Unspayed	7	119.00
		Male, Neutered	77	693.00
		Male, Unneutered	9	153.00
			<b>Sub-Total:</b>	<b>\$1,937.00</b>
A2610	Minor Sales	Parking Tickets	25	2,587.00
			<b>Sub-Total:</b>	<b>\$2,587.00</b>

**Total Local Shares Remitted: \$23,872.06**

Amount paid to: New York State Department of Health ..... 247.50  
 Amount paid to: NYS Ag. & Markets for spay/neuter program ..... 233.00  
 Amount paid to: NYS Environmental Conservation ..... 6,146.30

**Total State, County & Local Revenues: \$30,498.86**

**Total Non-Local Revenues: \$6,626.80**

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.

*Donna L. Braun*  
 City Clerk-Treasurer

*9/1/23*  
 Date

CITY CLERKS OFFICE  
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2023 SEP 1 4 11:29  
 NORTH TONAWANDA NY



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

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

# City of North Tonawanda

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

XXV.2

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

SEP 19 2023

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CITY CLERK'S OFFICE

9/11/2023

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

2023 SEP 12 AM 8:27  
NORTH TONAWANDA NY

Dear Sirs:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of August 2023.

## General Fund

Balance Fwd - Checking	2,802,833.78
Balance Fwd - Money Market	5,535,152.54
Investments	(1,000,000.00)
Receipts for the month	1,735,254.03
Warrants Drawn	(3,565,015.48)
	<u>\$5,508,224.87</u>

## Sewer Fund

Balance Fwd - Checking	15,076.52
Balance Fwd - Money Market	15,474.20
Investments	0.00
Receipts for the month	590,695.73
Warrants Drawn	(555,712.40)
	<u>\$65,534.05</u>

## Water Fund

Balance Fwd - Checking	926,333.15
Balance Fwd - Money Market	1,246,697.14
Investments	0.00
Receipts for the month	355,414.18
Warrants Drawn	(332,846.86)
	<u>\$2,195,597.61</u>

## Trust & Agency Fund

Balance Fwd - Checking	411,666.89
Receipts for the month	52,349.62
Warrants Drawn	(52,730.53)
	<u>\$411,285.98</u>

## Capital Construction Fund

Balance Fwd - Checking	2,257,836.93
Balance Fwd - Money Market	6,052,128.92
Investments	0.00
Receipts for the month	137,199.04
Warrants Drawn	(530,364.84)
	<hr/>
	\$7,916,800.05

## Community Development Fund

Balance Fwd - Checking	318,403.91
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$318,403.91

## Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	318,229.00
Warrants Drawn	(318,229.00)
	<hr/>
	\$0.00

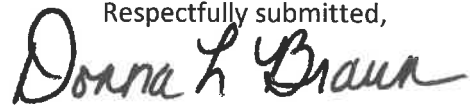
## Housing Rehabilitation Fund

Balance Fwd	1,479.62
Receipts for the month	0.63
Warrants Drawn	0.00
	<hr/>
	\$1,480.25

## Home Rehabilitation Fund

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

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer

CFO. A.

SEP 19 2023



iHOPE COMMUNITY  
CHURCH

City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, NY 14120

Traffic Superintendent:

Our team at iHope Community Church is planning an outdoor event to kick-off the first of our weekly Thursday night Kids Club meetings this fall. **We would like to request temporary closure of the street directly in front of the church building (Corner of Thompson St / Bryant St to the edge of the neighboring property at 324 Thompson Street) from 6:00 PM – 8:00 PM on Thursday, September 21<sup>st</sup> 2023.**

A temporary street closure in this area would not only provide more space to operate the event, but it would also ensure the safety of many small children who will be in attendance. The sidewalk and street will be used for set-up of tables and chairs and free food service for an expected crowd of 50-75 people.

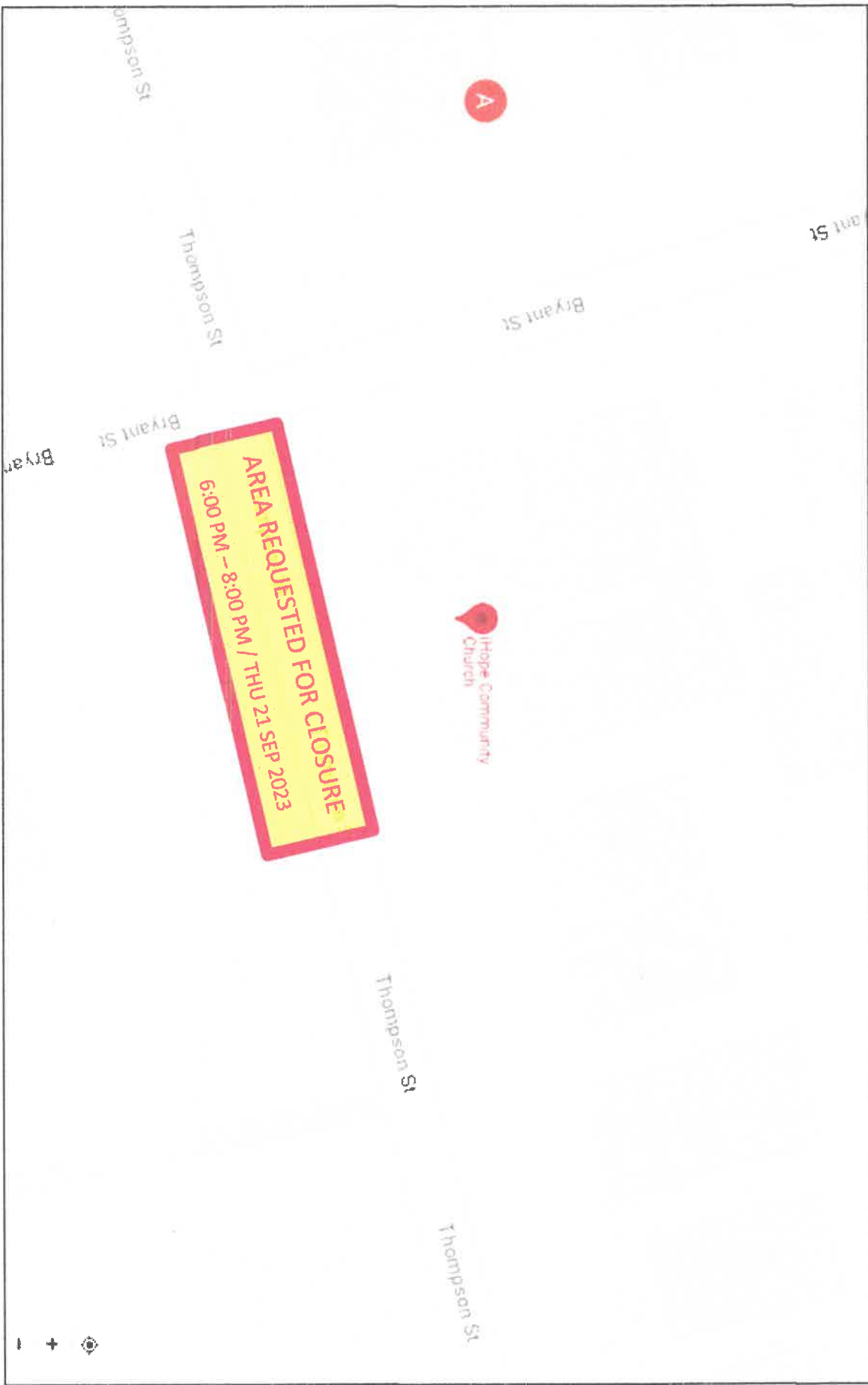
*Attached is a map of the area requested for closure.*

Respectfully,

Benjamin Reiman  
Member  
iHope Church Board

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2023 SEP 14 AM 9:11  
NORTH TONAWANDA NY



**AREA REQUESTED FOR CLOSURE**  
6:00 PM - 8:00 PM / THU 21 SEP 2023

A

Hope Community Church

West St

Thompson St

Bryant St

West St

Bryant St

Bryant St

Thompson St

Thompson St

