

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

FROM: Donna L. Braun, City Clerk-Treasurer

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

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

PROOF OF PUBLICATION PUBLISHED 01/09/2021

- 1) Legal Notice – Request for Proposals for the Gratwick Riverside Park Picnic Shelter
– City Engineer**

COMMUNICATIONS FROM CITY OFFICIALS

- | | | |
|------------------------------------|---|--|
| <u>#1. William Davignon</u> | - | Re: Receive and File Letter of Retirement, as Superintendent of Water/Wastewater |
| I. Mayor | - | Re: Appointment of Jason Koepsell, as Superintendent of Water/Wastewater |
| II. Attorney | - | Re: Approval of Proposed School Resource Officer Agreement between City of North Tonawanda and North Tonawanda City School District |
| III. Clerk-Treasurer | - | Re: Removal of 258 Miller Street from the appropriate In Rem Foreclosure Proceeding |
| V. Supt. Water/Wastewater | - | Re: Approval of Payment Applications for WWTP Phase 1 Upgrade Project (EFC-Funding Disbursement #4) |

- VII. Accountant - Re: Payment of the Abstract of Claims Dated January 19, 2021**
- XIV.1 Youth, Recreation, Parks And Seniors - Re: Approval of the Contract with GroupGolfer to promote and sell discounted Golf Vouchers at Deerwood Golf Course**
- XIV.2 Youth, Recreation, Parks And Seniors - Re: Approval for the Research Foundation of SUNY/Buffalo State to conduct their WNY PRISM's Boat Steward Program at Gratwick Riverside Park and Botanical Gardens**
- XIV.3 Youth, Recreation & Parks And Seniors - Re: Approval of the 2020 State Aid appropriations for Youth Center Programming and Youth Court and First Offender Program**

XXV. Monthly Reports

- .1 Clerk-Treasurer .2 Senior Citizen Center .3 Police Department**

XXVI. Annual Vacation and Sick Leave Reports

- .1 Police Department .2 Fire Department .3 Clerk-Treasurer**

XXVII. Annual Reports

- .1 Clerk-Treasurer**

- XXXII. Community Development - Re: Approval of contract with Belmont Housing Resources for WNY, for Foreclosure Prevention Outreach Services**

COMMUNICATIONS FROM OTHERS

A.

- Conrad F. Kania Detachment Of the Marine Corps - Re: Permission to waive the pavilion fee for Raymond Klimek Veterans Park, August 14, 2021, for their summer picnic**

B.

Frank DiBernardo & William Paton

**Re: Approval to be Appointed as a
Commissioner of Deeds for the City of
North Tonawanda**

C.

Eric Zadzilka & Robert Pecoraro -

**Re: Approval to be Re-Appointed as a
Commissioner of Deeds for the City of
North Tonawanda**

D.

**Theodore J. Pryak
Attorney at Law**

-

**Re: Approval of Mary Ann Pryak and Donna
Vaccaro to be Re-Appointed as
Commissioner of Deeds for the City of
North Tonawanda**

Respectfully submitted,

A handwritten signature in cursive script that reads "Donna L. Braun". The signature is written in black ink and has a long, sweeping underline that extends to the right.

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

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

JAN 19 2021

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

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 278430 was printed and published in said paper on the following dates:

01/09/2021

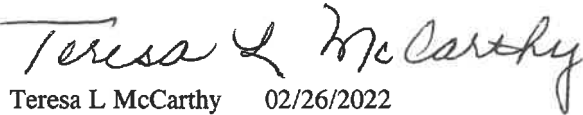
RECEIVED
CITY CLERK'S OFFICE

2021 JAN 15 PM 12:17
NORTH TONAWANDA NY



Principal Clerk

Subscribed and sworn to before me this
1-12-21


Teresa L. McCarthy 02/26/2022

Notary Public Expiration Date

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

**LEGAL NOTICE
CITY OF NORTH TONAWANDA, NEW YORK
ENGINEERING DEPARTMENT**

NOTICE TO BIDDERS

SEALED PROPOSALS for the Gratwick Riverside Park Picnic Shelter as called for by the Contract, in accordance with plans and specifications thereof, will be received by the City Clerk/Treasurer of the City of North Tonawanda, New York, until 11:00 am, Prevailing Time, Tuesday, January 26, 2021 at which time they will be publicly opened.

A copy of the Contract Documents is on file and is available for inspection during the usual business hours at the office of the City Engineer in the City Hall, 216 Payne Avenue, North Tonawanda, New York; and at Construction Exchange of Buffalo and Western New York, 2660 William Street, Cheektowaga, NY 14227.

The project consists of a new picnic shelter including foundation and structure to be installed at Gratwick Riverside Park. With an alternate to install a second picnic shelter including foundation and structure also at Gratwick Riverside Park.

Copies of the above-mentioned documents may be viewed and ordered through the following website on or after Monday, January 11, 2021: www.avalonplanroom.com in the Public Bid Section. If you do not have Internet access or have questions on ordering from the site, please contact Avalon Document Services at (716) 995-7777. Drawings and specifications can be picked up at Avalon Document printing at 741 Main Street, Buffalo, NY 14203, upon the non-refundable payment of \$28.75 per set. Payment can be made by credit card or by a check made payable to Avalon Document Services.

Each proposal must be accompanied by cash, a certified check payable to the City of North Tonawanda, or bid bond, having as surety thereon a surety company acceptable to the City Attorney, in an amount not less than five percent (5%) of the amount of the base bid, conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute any such further security as may be required for the faithful performance of the contract.

An optional pre-bid meeting will be held at 10:00 AM prevailing time on Tuesday January 19, 2021 at Gratwick Riverside Park's existing Picnic Pavilion. Attendance at the pre-bid meeting is recommended but is not mandatory.

All bids shall be submitted to the City Clerk/Treasurer's office in a sealed envelope addressed to the City of North Tonawanda and shall be plainly marked on the outside with the Contractor's name and title of the bid. Bids for contracts shall be designated as, 2020-02 Gratwick Riverside Park Picnic Shelter.
#N278430

1/9/21

1,



CITY OF NORTH TONAWANDA WATER WORKS

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

JAN 19 2021

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 11 AM 10:15
NORTH TONAWANDA NY

William M. Davignon
Superintendent

January 11, 2021

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

RE: William M. Davignon – RETIREMENT on Jan. 22, 2021

Honorable Body,

This is formal notification of my **Retirement from the City of North Tonawanda on January 22, 2021**. It has been my honor and pleasure to serve you and the residents of North Tonawanda for 33 ½ years.

I've worked at the Wastewater Treatment Plant as a Laboratory Technician for 15 years, then as Chemist for 13 ½ years and now I end my career as the Superintendent of Wastewater & Water after 5 years.

I want to thank my fellow Wastewater, Water and Water Distribution employees for their hard work and dedication. Our Departments operate 24/7/365. We constantly provide our residents with high quality drinking water and excellent wastewater treatment. Even through the COVID-19 Pandemic, October Storm of 2006, East Coast Power Outage of the early 2000's and other events – we have never stopped working. These employees are to be commended for their outstanding work!

I want to thank my fellow Department Heads for their cooperation. In all of my years working for the City this has been the most I've ever seen Departments working together to get things done.

I want to thank the Mayor and City Council for their support of our Wastewater and Water Plant Capital Improvement Plans. Your foresight to implement these long-term plans will make improvements to our facilities that will keep them operating more efficiently and cost effectively for many years to come.

Finally, I want to thank my wife Melissa and children Kiel, Emma & Owen for their unwavering support of everything I do. They have had to put up with late night and weekend emergencies, numerous meetings & conferences and long hours at work. Without their support and understanding none of this would have been possible.

Again, THANK YOU for the opportunity to serve you and the Residents of North Tonawanda. I wish you all good health, happiness and prosperity in all that you do.

Sincerely,



William M. Davignon, Superintendent

I

Office of the Mayor

JAN 19 2021

ARTHUR G. PAPPAS

January 15, 2021

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

RE: Appointment of Water/Wastewater Superintendent

Dear Honorable Body:

Please be advised that I am provisionally appointing Jason W. Koepsell, 721 Meadowbrook Dr, North Tonawanda, as Superintendent of Water/Wastewater facilities, effective January 22, 2021, pending results of the required civil service exam scheduled for this year (date pending). His starting pay will be \$87, 849 Step 2 of the existing OPIEU salary schedule.

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

Please feel free to contact me should you have any further questions.

Sincerely,



Arthur G. Pappas
Mayor

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 15 14:42
NORTH TONAWANDA NY

City of North Tonawanda

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

JAN 19 2021

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

LUKE A. BROWN
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

January 13, 2021

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

RE: Proposed School Resource Officer Agreement
City of North Tonawanda and North Tonawanda City
School District – August 30, 2020 – June 30, 2021

Dear Honorable Body:

Attached, for your consideration, is the proposed renewal agreement between the City of North Tonawanda and the North Tonawanda City School District for the provision of school resource officers to the school district. The term of the renewal agreement is August 30, 2020 to June 30, 2021.

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

Very truly yours,

Luke A. Brown
City Attorney

LAB/lk
Att.

cc: Donna L Braun, City Clerk-Treasurer

2021 JAN 13 PM 2:11
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 13 PM 2:11
NORTH TONAWANDA NY

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made as of the 7 day of October 2020, by and between the **City of North Tonawanda**, whose principal address is 216 Payne Avenue, North Tonawanda, New York 14120, (“City”) and the **North Tonawanda City School District**, whose principal address is 176 Walck Rd. North Tonawanda, New York 14120 (“School District”). The City and School District are also each referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of officers of the **City of North Tonawanda Police Department** (“Police Department”) to serve as School Resource Officers in the School District; in furtherance of multiple objectives and purposes, including but not necessarily limited to the following:

- To provide a law enforcement presence in the School District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- To provide a law enforcement resource to students, teachers, school administrators and parents;
- To provide a confidential counseling resource and/or referral to students who may be experiencing a variety of school, family, or social problems; and
- To provide education in law enforcement, as requested and appropriate.

NOW THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the School District and City hereby agree, as follows:

AGREEMENT

1. **Purpose.** This Agreement details the duties and obligations of the City and the School District in regard to the City providing the School District with the services (hereinafter “Services”) of a Police Department law enforcement officer on site at the School District to serve as a School Resource Officer (“SRO”).
2. **Place.** The SRO shall provide Services on-site at the School District’s Meadow Campus and shall maintain an office in the School District’s High School. The SRO shall allocate and apportion his or her time between the Middle School and the High School in accordance with the needs of the School District, as requested by School District’s administration and at the Chief of Police’s discretion.

- Educate students about the law and law enforcement, including crime prevention and safety;
- Present educational programs to students in conflict resolution, restorative justice, crime awareness and anger management;
- Present educational programs to school employees, parents and school board members
- Facilitate counseling and mediation (as mutually agreed upon by both Parties) student-teacher and student-parent communication and conflicts and other conflict resolution;
- Build relationships by being a liaison between the Police Department and the School District;
- Address criminal activity occurring in or around the school(s);
- Survey the needs of schools and address crime and disorder problems, gangs and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Assist in developing school policy that addresses crime and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law;
- Take appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her;
- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School District's administration and

f. The School Resource Officer is in transit, while on assignment to the School District, between the Middle School and the office in the High School, or vice versa.

6. **Defense and Indemnification.** The City shall defend, indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of the City, its officers, employees and/or agents. The School District shall defend, indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, attorneys' fees and other liabilities to the extent such Liabilities arise from the acts or omissions of the School District, its officers, employees and/or agents. These obligations shall survive the expiration and/or termination of this Agreement.

7. **Obligations of the School District:**

a. **Duty of Cooperation.** The School District shall cooperate with the City in order to facilitate the provision of Services under this Agreement.

b. **Payment for Services.** The amount to be paid by the School District, in the 2020-21 school year shall be \$77,752. The City shall bill for Services on a monthly, pro rata basis, and the School shall pay within thirty (30) days of presentation of an invoice or voucher (at direction of the School District.)

8. **Mutual Covenants and Restrictions:** The City and School District agree and consent to the following covenants and restrictions:

a. **Independent Contractor Relationship.** Nothing in this Agreement will be construed as creating a partnership between the Parties. The City shall be providing Services to the School District as an independent contractor. Any and all Services performed by the City and its officers, employees and/or agents under this Agreement shall be performed in such capacity. SROs assigned to the School District are under the direct supervision and command of the Chief of Police of the Police Department. The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the City or its officers, employees and/or agents perform Services under this Agreement except as explicitly provided herein and/or as required by federal, state, or local laws, rules, and regulations. No City officer, employee, and/or agent shall hold himself/herself out as, nor claim to be, an officer, employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The City shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the City's acts or omissions. It is further agreed by the City and the School District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld by the School District on behalf of any City employee, consultant, or agent. Said withholding shall be the responsibility of the City

- f. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.
- g. **Amendment/Modification.** The terms and conditions of this Agreement can only be changed in writing, executed by both Parties.
- h. **Assignment.** This Agreement may not be assigned by either Party.
- i. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party, regardless of who drafted it.
- j. **Waiver.** The failure of any Party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving Party.
- k. **Authorization.** This Agreement is authorized by a Resolution adopted by the Common Council of the City of North Tonawanda on _____, 2021 and by a Resolution adopted by the Board of Education of the North Tonawanda City School District on _____, 2020.

IN WITNESS WHEREOF, the Parties agree to comply with the foregoing obligations and acknowledge their consent to same as indicated by the signatures below:

CITY OF NORTH TONAWANDA SCHOOL DISTRICT

By: _____
Gregory J. Woytila, District Superintendent

CITY OF NORTH TONAWANDA

By: _____
Arthur G. Pappas, Mayor

CITY OF NORTH TONAWANDA POLICE DEPARTMENT

By: _____
Thomas Krantz, Chief of Police

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



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

JAN 19 2021

January 4, 2021

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

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 4 PM 2:20
NORTH TONAWANDA NY

Dear Honorable Mayor and Common Council:

Please be advised that I have received payment in full for back City, School and County taxes, per their tax agreement with the City, for the following parcel:

182.62-2-67

258 Miller Street

Linda Perry

Therefore, please pass the necessary resolution withdrawing this parcel from the appropriate In Rem foreclosure proceeding.

Thank you for your cooperation.

Very truly yours,

A handwritten signature in blue ink that reads "Denise Proefrock".

Denise Proefrock
Assistant City Treasurer

cc: Luke Brown, City Attorney



CITY OF NORTH TONAWANDA WATER WORKS

830 RIVER ROAD

NORTH TONAWANDA, NEW YORK 14120

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

Cell: (716) 583-1518

Email: BDdavignon@northtonawanda.org

JAN 19 2021

William M. Davignon
Superintendent

January 12, 2021

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

RECEIVED
CITY CLERK'S OFFICE
2021 JAN 13 AM 10:42
NORTH TONAWANDA NY

**RE: Approval of Payment Applications for WWTP Phase 1 Upgrade Project.
(EFC – Funding Disbursement #4)**

Honorable Body,

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

| | |
|--|--------------|
| 1. JW Danforth Pay Application #4 | \$15,437.50 |
| 2. Frey Electric Pay Application #4 (<i>lighting materials</i>) | \$206,302.00 |
| 3. Frey Electric Pay Application #5 | \$110,366.25 |
| 4. Frey Electric Pay Application #6 | \$75,570.12 |
| 5. STC Pay Application #5 (<i>LH/HH valve materials</i>) | \$218,314.75 |
| 6. STC Pay Application #6 (<i>grit building delivery, equipment & sludge pump</i>) | \$585,924.85 |
| 7. PSI - invoice #00744217 (<i>concrete testing services</i>) | \$495.00 |
| 8. Wendel Pay Application - invoice #353014 | \$57,683.42 |
| 9. Wendel Pay Application - invoice #353067 | \$33,397.22 |
| 10. Wendel Pay Application - invoice #353122 | \$31,159.70 |
| 11. Wendel Pay Application - invoice #353159 | \$32,945.91 |

The City does not have to issue Purchase Orders for payment at this time. This work is being funded through a NY State WILA Grant and NY State Environmental Finance Center (“EFC”) 0% loan.

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

Sincerely,


William M. Davignon, Superintendent

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



January 11, 2021

William M. Davignon
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 4 CONTRACT NO. 2020-01-M
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Davignon,

We are enclosing Payment Request No. 4 from John W. Danforth Company on the above referenced project in the amount of \$15,437.50.

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

Sincerely,

Wendel

A handwritten signature in blue ink that reads 'Ryan C. Laninga'.

Ryan C. Laninga

Enclosures

xc:

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



INVOICE

No. PB107636

John W. Danforth Company

GENERAL CONTRACTORS FOR MECHANICAL SYSTEMS

Remit: 300 Colvin Woods Parkway Tonawanda, NY 14150 (716) 832-1940

TO

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

Date: 11/23/2020

Contract No.: 2020-01-M

JWD Job No.: 50107

Req. No.: 4

TERMS: Net 10 Days

Job Name and Description:

NORTH TONAWANDA WWTP UPGRADES

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

TOTAL CONTRACT TO DATE: \$ 64,900.00

TOTAL COMPLETE TO DATE: \$ 36,000.00
LESS 5% RETENTION: \$ 1,800.00
\$ 34,200.00
LESS PREVIOUS BILLINGS: 18,762.50

NET AMOUNT OF THIS INVOICE: \$ 15,437.50

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

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

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

APPLICATION NO: 4
PERIOD TO: 11/30/2020

JWD JOB # 50107
CONTRACT # 2020-01-M
CONTRACT DATE 4/7/2020
PROJECT NO.: 2728-27

Distribution to:

| | |
|------------|--|
| OWNER | |
| ARCHITECT | |
| CONTRACTOR | |
| | |
| | |

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

VIA ARCHITECT:
WENDEL
375 ESSAY ROAD, SUITE 200
WILLIAMSVILLE, NY 14221

CONTRACT FOR: 2020-01-M (HVAC)

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM..... 64,900.00
- 2. Net change by Change orders..... 0.00
- 3. CONTRACT SUM TO DATE (Line 1 -2)..... 64,900.00
- 4. TOTAL COMPLETED & STORED TO DATE... (Column G on G703) 38,000.00
- 5. RETAINAGE:
 - a. 5% of Completed Work \$ 1,800.00 (Column D+E on G703)
 - b. % of Stored Material (Column F on G703)
 - Total Retainage (Line 5a + 5b or Total in Column I of G703) 1,800.00
- 6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total) 34,200.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 18,762.50
- 8. CURRENT PAYMENT DUE 15,437.50
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 30,700.00

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

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

CONTRACTOR: JOHN W. DANFORTH COMPANY

By: JAMIE JULIAN Date: November 23, 2020
State of: New York
County of: Erie
Subscribed and sworn to before me this 23rd day of November, 2020

LINDA M MANN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6531651
My Commission expires: October 3, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$15,437.50

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

By: [Signature] Date: 11/11/2021
This certificate is non-negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



January 11, 2021

William M. Davignon
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 4 CONTRACT NO. 2020-01-E
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Davignon,

We are enclosing Payment Request No. 4 from Frey Electric Construction on the above referenced project in the amount of \$206,302.00.

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

Sincerely,

Wendel

A handwritten signature in blue ink that reads 'Ryan C. Laninga'.

Ryan C. Laninga

Enclosures

xc:

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

Application and Certificate for Payment

| | | |
|---|--|--|
| To Owner: City of North Tonawanda City Hall 216 Payne Avenue No. Tonawanda, NY 14120 From (Contractor): Frey Electric Construction 100 Pearce Ave Tonawanda, NY 14150 Phone: (716) 874-1710 | Project: North Tonawanda WWTP 830 River Road North Tonawanda, NY 14120 Contractor Job Number: 20-0251-00 Via (Architect): Contract For: Contract No. 2020-01-E / Project No. 2728-27 | Application No: 4 Date: 10/31/2020 Period To: 10/31/20 Architect's Project No: Contract Date: 04/10/20 |
|---|--|--|

Contractor's Application For Payment

| Change Order Summary | Additions | Deductions |
|--|-----------|------------|
| Change orders approved in previous months by owner | | |
| Change orders approved this month | | |
| Totals | | |
| Net change by change orders | | |

Original contract sum 1,118,000.00

Net change by change orders 0.00

Contract sum to date 1,118,000.00

Total completed and stored to date 347,010.00

Retainage

5.0% of completed work 17,350.50

0.0% of stored material 0.00

Total retainage 17,350.50

Total earned less retainage 329,659.50

Less previous certificates of payment 123,357.50

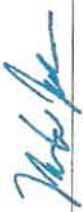
Current sales tax


0.000% of taxable amount 0.00

Current sales tax 0.00

Balance to finish, including retainage 788,340.50

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

Contractor:  Date: 11/10/20

Name/Title: Kenneth W. Jaskier, Secretary Treasurer
 State of: New York County of: Erie
 Subscribed and sworn to before me this 10th day of November, 2020. (Year). Notary public: 
 My commission expires

RACHELL L. STILLER
 Notary Public, State of New York
 Reg. No. 01ST6234674
 Qualified in Niagara County
 Commission Expires 01/24/2023

Architect's Certificate for Payment

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

Architect:  Date: 11/10/20
 This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: \$ 206,302.00

206,302.00



January 11, 2021

William M. Davignon
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 5 CONTRACT NO. 2020-01-E
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Davignon,

We are enclosing Payment Request No. 5 from Frey Electric Construction on the above referenced project in the amount of \$110,366.25.

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

Sincerely,

Wendel

A handwritten signature in blue ink, appearing to read "Ryan C. Laninga".

Ryan C. Laninga

Enclosures

xc:

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

Application and Certificate For Payment



| | | |
|---|---|---|
| To Owner: City of North Tonawanda City Hall 216 Payne Avenue No. Tonawanda, NY 14120 From (Contractor): Frey Electric Construction 100 Pearce Ave Tonawanda, NY 14150 Phone: (716) 874-1710 | Project: North Tonawanda WWTP 830 River Road North Tonawanda, NY 14120 Contractor Job Number: 20-0251-00 Via (Architect): Contract No. 2020-01-E / Project No. 2728-27 | Application No: 5 Date: 11/30/2020 Period To: 11/30/20 Architect's Project No: Contract Date: 04/10/20 |
|---|---|---|

Contractor's Application For Payment

| Change Order Summary | Additions | Deductions |
|--|-----------|------------|
| Change orders approved in previous months by owner | | |
| Change orders approved this month | | |
| Totals | | |
| Net change by change orders | | |

| | |
|--|--------------|
| Original contract sum | 1,118,000.00 |
| Net change by change orders | 0.00 |
| Contract sum to date | 1,118,000.00 |
| Total completed and stored to date | 463,185.00 |
| Retainage | |
| 5.0% of completed work | 23,159.25 |
| 0.0% of stored material | 0.00 |
| Total retainage | 23,159.25 |
| Total earned less retainage | 440,025.75 |
| Less previous certificates of payment | 329,659.50 |
| Current sales tax | |
| 0.000% of taxable amount | 0.00 |
| Current sales tax | 0.00 |
| Current payment due | 110,366.25 |
| Balance to finish, including retainage | 677,974.25 |

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

Contractor:  Date: 11/30/20
 By: Rachel L. Stiller
 Name/Title: RACHEL L. STILLER
Notary Public, State of New York
Reg. No. 01ST6234674
 State of: New York County of: Erie
 Subscribed and sworn to before me this 30th day of November
2020. (year). Notary public: 
 My commission expires _____

Architect's Certificate for Payment

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

Amount Certified: \$ 110,366.25

Architect:  Date: 11/11/2021
 By: [Signature] Date: 11/11/2021
 This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



January 11, 2021

William M. Davignon
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 6 CONTRACT NO. 2020-01-E
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Davignon,

We are enclosing Payment Request No. 6 from Frey Electric Construction on the above referenced project in the amount of \$75,570.12.

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

Sincerely,

Wendel

A handwritten signature in blue ink that reads 'Ryan C. Laninga'.

Ryan C. Laninga

Enclosures

xc:

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

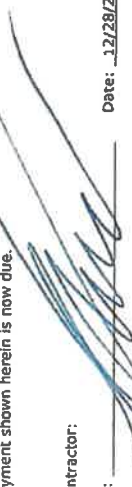
Application and Certificate For Payment

| | | |
|---|---|---|
| To Owner: City of North Tonawanda City Hall 216 Payne Avenue No. Tonawanda, NY 14120 From (Contractor): Frey Electric Construction 100 Pearce Ave Tonawanda, NY 14150 Phone: (716) 874-1710 | Project: North Tonawanda WWTP 830 River Road North Tonawanda, NY 14120 Contractor Job Number: 20-0251-00 Via (Architect): Contract No. 2020-01-E / Project No. 2728-27 | Application No: 6 Date: 12/31/2020 Period To: 12/31/20 Architect's Project No: Contract Date: 04/10/20 |
|---|---|---|

Contractor's Application For Payment

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

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

Contractor:  Date: 12/28/20
 By: Kent Frey, CEO Date: 12/28/20
 Name/Title: Kent Frey, CEO County of: Erie
 State of: New York Commission Expires: 01/24/2023
 RACHEL L. STILLER
 Notary Public, State of New York
 Reg. No. 01ST6234674
 Qualified in Niagara County

| | |
|--|--------------|
| Original contract sum | 1,118,000.00 |
| Net change by change orders | 279,541.00 |
| Contract sum to date | 1,397,541.00 |
| Total completed and stored to date | 542,732.50 |
| Retainage | |
| 5.0% of completed work | 27,136.63 |
| 0.0% of stored material | 0.00 |
| Total retainage | 27,136.63 |
| Total earned less retainage | 515,595.87 |
| Less previous certificates of payment | 440,025.75 |
| Current sales tax | |
| 0.000% of taxable amount | 0.00 |
| Current sales tax | 0.00 |
| Current payment due | 75,570.12 |
| Balance to finish, including retainage | 881,945.13 |

Architect's Certificate for Payment

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

Amount Certified: \$ 75,570.12

Architect:  Date: 1/12/2021

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



January 11, 2021

William M. Davignon
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 5 CONTRACT NO. 2020-01-G
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Davignon,

We are enclosing Payment Request No. 5 from STC Construction, Inc. on the above referenced project in the amount of \$218,314.75.

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

Sincerely,

Wendel

A handwritten signature in blue ink that reads 'Ryan C. Laninga'.

Ryan C. Laninga

Enclosures

xc:

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



January 11, 2021

William M. Davignon
Superintendent of Water/Wastewater
City of North Tonawanda
830 River Road
North Tonawanda, New York 14120

**SUBJECT: CITY OF NORTH TONAWANDA
WASTEWATER TREATMENT PLANT PHASE 1 UPGRADES PROJECT
PAY REQUEST NO. 6 CONTRACT NO. 2020-01-G
WENDEL PROJECT NO. 2728-27
CWSRF PROJECT NO. C9-6675-03-00**

Dear Mr. Davignon,

We are enclosing Payment Request No. 6 from STC Construction, Inc. on the above referenced project in the amount of \$585,924.85.

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

Sincerely,

Wendel

A handwritten signature in blue ink that reads 'Ryan C. Laninga'.

Ryan C. Laninga

Enclosures

xc:

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



Professional Service Industries, Inc.
www.psiusa.com

BUFFALO BRANCH
NORTH TONAWANDA, NY 14120
(716) 694-8657

ATTN: Mr. Bill Davignon
CITY OF NORTH TONAWANDA
830 RIVER ROAD
NORTH TONAWANDA NY 14120
USA

CITY OF NORTH TONAWANDA
830 RIVER ROAD
NORTH TONAWANDA NY 14120

| Customer # | Purchase Order | Project Number | Date | Invoice # | Page |
|------------|----------------|----------------|----------|-----------|------|
| 1207962 | | 08061214 | 12/31/20 | 00744217 | 0001 |

Project: CITY OF NORTH TONAWANDA WWTP - 830 RIVER ROAD

| Date | Work Order Nbr | Description | Quantity | Unit Cost | Amount |
|----------|----------------|----------------------------|----------|----------------|-------------|
| 10/12/20 | 08061214-16 | CON, COMPST-4X8" CYL (EA) | 5.00 | 6.00 | 30.00 |
| 10/23/20 | 08061214-19 | CON, COMPST-4X8" CYL (EA) | 15.00 | 6.00 | 90.00 |
| 10/30/20 | 08061214-21 | CON, COMPST-4X8" CYL (EA) | 5.00 | 6.00 | 30.00 |
| 11/09/20 | 08061214-23 | CON, COMPST-4X8" CYL (EA) | 5.00 | 6.00 | 30.00 |
| 11/13/20 | 08061214-25 | CON, COMPST-4X8" CYL (EA) | 5.00 | 6.00 | 30.00 |
| 11/20/20 | 08061214-27 | CON, COMPST-4X8" CYL (EA) | 5.00 | 6.00 | 30.00 |
| 12/17/20 | 08061214-29 | ENGINEERING TECH, CON (HR) | 4.00 | 30.00 | 120.00 |
| 12/17/20 | 08061214-29 | TRIP CHARGE (EA) | 1.00 | 10.00 | 10.00 |
| 12/17/20 | 08061214-29 | TEST EVAL-REPORT REVIEW | 1.00 | 40.00 | 40.00 |
| 12/17/20 | 08061214-29 | CON, COMPST-4X8" CYL (EA) | 5.00 | 6.00 | 30.00 |
| 12/18/20 | 08061214-30 | SAMPLE/CYL PICKUP (HR) | 1.50 | 30.00 | 45.00 |
| | | | | Invoice Total: | *Continued* |

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

| Customer # | Invoice # | Project Number | Amount Enclosed |
|------------|-----------|----------------|-----------------|
| 1207962 | 00744217 | 08061214 | \$ 495.00 |

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418



Engineering • Consulting • Testing

Professional Service Industries, Inc.
www.psiusa.com

**BUFFALO BRANCH
NORTH TONAWANDA, NY 14120
(716) 694-8657**

Federal ID 37-0962090

**ATTN: Mr. Bill Davignon
CITY OF NORTH TONAWANDA
830 RIVER ROAD
NORTH TONAWANDA NY 14120
USA**

**CITY OF NORTH TONAWANDA
830 RIVER ROAD
NORTH TONAWANDA NY 14120**

| Customer # | Purchase Order | Project Number | Date | Invoice # | Page |
|------------|----------------|----------------|----------|-----------|------|
| 1207962 | | 08061214 | 12/31/20 | 00744217 | 0002 |

Project: CITY OF NORTH TONAWANDA WWTP - 830 RIVER ROAD

| Date | Work Order Nbr | Description | Quantity | Unit Cost | Amount |
|-----------------------|----------------|------------------|----------|-----------|-----------------|
| 12/18/20 | 08061214-30 | TRIP CHARGE (EA) | 1.00 | 10.00 | 10.00 |
| Invoice Total: | | | | | \$495.00 |
| Balance Due: | | | | | \$495.00 |

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

| Customer # | Invoice # | Project Number | Amount Enclosed |
|------------|-----------|----------------|-----------------|
| 1207962 | 00744217 | 08061214 | |

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418

Bill Davignon



City of North Tonawanda
City Engineer's Office
City Hall
216 Payne Avenue
North Tonawanda NY 14120
Attention: Accounts Payable

Invoice # : 353014

Project : 272827

Invoice Date : 9/30/2020

Project Name : City of North Tonawanda - WWTP Phase 1 Upgrades

For Professional Services Rendered through: 8/31/2020

| Phase Code / Name | Phase Fee | Pct. Comp | Total Fee Earned | Previous Amount | Current Amount |
|---|---------------------|-----------|--------------------------------|-------------------|-------------------|
| 050 -- 30% Design | 146,605.00 | 100.00 | 146,605.00 | 146,605.00 | 0.00 |
| 051 -- 60% Design | 231,775.00 | 100.00 | 231,775.00 | 231,775.00 | 0.00 |
| 052 -- 90% Design | 208,095.00 | 100.00 | 208,095.00 | 208,095.00 | 0.00 |
| 060 -- Bidding- CIP | 7,372.50 | 100.00 | 7,372.50 | 7,372.50 | 0.00 |
| 061 -- Bidding- Lighting | 7,657.50 | 100.00 | 7,657.50 | 7,657.50 | 0.00 |
| 070 -- Construction Admin/ Construction | 220,000.00 | 40.00 | 88,000.00 | 62,927.83 | 25,072.17 |
| 080 -- Construcion Inspection/Observation | 369,500.00 | 8.83 | 32,611.25 | 0.00 | 32,611.25 |
| 090 -- ADG Survey | 6,495.00 | 100.00 | 6,495.00 | 6,495.00 | 0.00 |
| Total : | 1,197,500.00 | | | 670,927.83 | 57,683.42 |
| | | | Sub-Total Fee Earned | | 728,611.25 |
| | | | Current Billing Amount | | 728,611.25 |
| | | | Less Previous Billings | | 670,927.83 |
| | | | Amount Due This Invoice | | 57,683.42 |

Outstanding Accounts Receivable

| Invoice # | Invoice Date | Under 30 | 31 - 60 | 61 - 90 | Over 90 |
|-----------|--------------|----------|---------|---------|---------|
| | Total: | 0.00 | 0.00 | 0.00 | 0.00 |

Please Remit Payment To:

Wendel
375 Essjay Road, Suite 200
Williamsville, NY 14221

Phase : 080 -- Constructon Inspection/Observation

| <u>Rate Schedule Labor</u> <u>Class / Employee Name</u> | <u>Date</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|--|-------------|--------------|----------------------------|------------------|
| Civil Engineer 4 | | | | |
| Ryan C. Laninga | 07/01/2020 | 8.00 | 130.00 | 1,040.00 |
| | 07/02/2020 | 2.00 | 130.00 | 260.00 |
| | 07/06/2020 | 4.00 | 130.00 | 520.00 |
| | 07/09/2020 | 4.00 | 130.00 | 520.00 |
| | 07/10/2020 | 5.00 | 130.00 | 650.00 |
| | 07/13/2020 | 4.00 | 130.00 | 520.00 |
| | 07/14/2020 | 2.00 | 130.00 | 260.00 |
| | 07/15/2020 | 4.00 | 130.00 | 520.00 |
| | 07/21/2020 | 4.00 | 130.00 | 520.00 |
| | 07/22/2020 | 4.00 | 130.00 | 520.00 |
| | 07/24/2020 | 2.00 | 130.00 | 260.00 |
| | 07/27/2020 | 2.00 | 130.00 | 260.00 |
| | 07/29/2020 | 2.00 | 130.00 | 260.00 |
| | 07/29/2020 | 2.00 | 130.00 | 260.00 |
| | 07/31/2020 | 3.00 | 130.00 | 390.00 |
| | 07/31/2020 | 2.00 | 130.00 | 260.00 |
| | 08/03/2020 | 2.00 | 130.00 | 260.00 |
| | 08/04/2020 | 4.00 | 130.00 | 520.00 |
| | 08/05/2020 | 4.00 | 130.00 | 520.00 |
| | 08/06/2020 | 3.00 | 130.00 | 390.00 |
| | 08/07/2020 | 2.00 | 130.00 | 260.00 |
| | 08/10/2020 | 2.00 | 130.00 | 260.00 |
| | 08/11/2020 | 4.00 | 130.00 | 520.00 |
| | 08/12/2020 | 6.00 | 130.00 | 780.00 |
| | 08/19/2020 | 2.00 | 130.00 | 260.00 |
| | 08/20/2020 | 5.00 | 130.00 | 650.00 |
| | 08/21/2020 | 2.00 | 130.00 | 260.00 |
| | | ----- | | ----- |
| | | 90.00 | | 11,700.00 |
| Ryan C. Laninga | 08/26/2020 | 6.00 | 140.00 | 840.00 |
| | 08/27/2020 | 2.00 | 140.00 | 280.00 |
| | 08/28/2020 | 2.00 | 140.00 | 280.00 |
| | 08/31/2020 | 4.00 | 140.00 | 560.00 |
| | | ----- | | ----- |
| | | 14.00 | | 1,960.00 |
| Electrical Engineer 2 | | | | |
| William K. Rowles | 07/01/2020 | 8.00 | 125.00 | 1,000.00 |
| | 07/07/2020 | 4.00 | 125.00 | 500.00 |
| | 07/08/2020 | 4.00 | 125.00 | 500.00 |
| | 07/15/2020 | 4.00 | 125.00 | 500.00 |
| | 07/22/2020 | 4.00 | 125.00 | 500.00 |
| | 07/29/2020 | 4.00 | 125.00 | 500.00 |
| | 08/04/2020 | 8.00 | 125.00 | 1,000.00 |
| | 08/11/2020 | 4.00 | 125.00 | 500.00 |
| | 08/18/2020 | 2.00 | 125.00 | 250.00 |
| | 08/20/2020 | 2.00 | 125.00 | 250.00 |
| | | ----- | | ----- |
| | | 44.00 | | 5,500.00 |
| Electrical Engineer 3 | | | | |
| William K. Rowles | 08/26/2020 | 4.00 | 135.00 | 540.00 |
| | 08/31/2020 | 4.00 | 135.00 | 540.00 |
| | | ----- | | ----- |
| | | 8.00 | | 1,080.00 |
| | | | Rate Schedule Labor | 20,240.00 |

Phase : 080 -- Construciton Inspection/Observation

Regular Expenses

| <u>Vendor Name</u> | <u>Doc Nbr</u> | <u>Date</u> | <u>Cost</u> | <u>Multiplier</u> | <u>Amount</u> |
|-------------------------------------|----------------|-------------|--------------------|-------------------|--------------------|
| Direct Subconsultant Expense | | | | | |
| Advanced Design Group | 63855 | 08/02/2020 | 472.50 | 1.00 | 472.50 |
| | 63973 | 08/31/2020 | 11,898.75 | 1.00 | 11,898.75 |
| | | | ----- 12,371.25 | | ----- 12,371.25 |
| Regular Expenses | | | | | 12,371.25 |

Total Phase : 080 -- Construciton Inspection/Observation

Labor : 20,240.00
Expense : 12,371.25

Total Project : 272827 -- City of North Tonawanda - WWTP Phase 1 Upgrade

32,611.25



City of North Tonawanda
City Engineer's Office
City Hall
216 Payne Avenue
North Tonawanda NY 14120
Attention: Accounts Payable

Invoice # : 353067
Project : 272827
Invoice Date : 11/3/2020

Project Name : City of North Tonawanda - WWTP Phase 1 Upgrades

For Professional Services Rendered through: 9/30/2020

| Phase Code / Name | Phase Fee | Pct. Comp | Total Fee Earned | Previous Amount | Current Amount |
|---|---------------------|-----------|------------------|-------------------|-------------------|
| 050 -- 30% Design | 146,605.00 | 100.00 | 146,605.00 | 146,605.00 | 0.00 |
| 051 -- 60% Design | 231,775.00 | 100.00 | 231,775.00 | 231,775.00 | 0.00 |
| 052 -- 90% Design | 208,095.00 | 100.00 | 208,095.00 | 208,095.00 | 0.00 |
| 060 -- Bidding- CIP | 7,372.50 | 100.00 | 7,372.50 | 7,372.50 | 0.00 |
| 061 -- Bidding- Lighting | 7,657.50 | 100.00 | 7,657.50 | 7,657.50 | 0.00 |
| 070 -- Construction Admin/ Construction | 220,000.00 | 43.92 | 96,618.75 | 88,000.00 | 8,618.75 |
| 080 -- Constructiton Inspection/Observation | 369,500.00 | 15.53 | 57,389.72 | 32,611.25 | 24,778.47 |
| 090 -- ADG Survey | 6,495.00 | 100.00 | 6,495.00 | 6,495.00 | 0.00 |
| Total : | 1,197,500.00 | | | 728,611.25 | 33,397.22 |
| Sub-Total Fee Earned | | | | | 762,008.47 |
| Current Billing Amount | | | | | 762,008.47 |
| Less Previous Billings | | | | | 728,611.25 |
| Amount Due This Invoice | | | | | 33,397.22 |

Outstanding Accounts Receivable

| Invoice # | Invoice Date | Under 30 | 31 - 60 | 61 - 90 | Over 90 |
|---------------|--------------|----------|-----------|---------|---------|
| 353014 | 09/30/2020 | | 57,683.42 | | |
| Total: | | 0.00 | 57,683.42 | 0.00 | 0.00 |

Please Remit Payment To:
Wendel
375 Essjay Road, Suite 200
Williamsville, NY 14221

Phase : 080 -- Construciton Inspection/Observation

Rate Schedule Labor

| <u>Class / Employee Name</u> | <u>Date</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|------------------------------|-------------|--------------|----------------------------|-----------------|
| Civil Engineer 4 | | | | |
| Ryan C. Laninga | 09/04/2020 | 4.00 | 140.00 | 560.00 |
| | 09/09/2020 | 4.00 | 140.00 | 560.00 |
| | 09/11/2020 | 4.00 | 140.00 | 560.00 |
| | 09/23/2020 | 8.00 | 140.00 | 1,120.00 |
| | 09/29/2020 | 4.00 | 140.00 | 560.00 |
| | | ----- | | ----- |
| | | 24.00 | | 3,360.00 |
| Electrical Engineer 3 | | | | |
| William K. Rowles | 09/08/2020 | 4.00 | 135.00 | 540.00 |
| | 09/09/2020 | 2.00 | 135.00 | 270.00 |
| | 09/21/2020 | 4.00 | 135.00 | 540.00 |
| | 09/22/2020 | 4.00 | 135.00 | 540.00 |
| | 09/23/2020 | 4.00 | 135.00 | 540.00 |
| | | ----- | | ----- |
| | | 18.00 | | 2,430.00 |
| | | | Rate Schedule Labor | 5,790.00 |

Regular Expenses

| <u>Vendor Name</u> | <u>Doc Nbr</u> | <u>Date</u> | <u>Cost</u> | <u>Multiplier</u> | <u>Amount</u> |
|-------------------------------------|----------------|-------------|-------------|-------------------|-------------------------|
| Direct Subconsultant Expense | | | | | |
| Advanced Design Group | 63971 | 09/30/2020 | 18,976.25 | 1.00 | 18,976.25 |
| Direct Meals Expense | | | | | |
| American Express | 39336 | 09/11/2020 | 12.22 | 1.00 | 12.22 |
| | | | | | Regular Expenses |
| | | | | | 18,988.47 |

Total Phase : 080 -- Construciton Inspection/Observation

Labor : 5,790.00
Expense : 18,988.47

Total Project : 272827 -- City of North Tonawanda - WWTP Phase 1 Upgrade

24,778.47



City of North Tonawanda
 City Engineer's Office
 City Hall
 216 Payne Avenue
 North Tonawanda NY 14120
 Attention: Accounts Payable

Invoice # : 353122
 Project : 272827
 Invoice Date : 12/7/2020

Project Name : City of North Tonawanda - WWTP Phase 1 Upgrades

For Professional Services Rendered through: 10/31/2020

| Phase Code / Name | Phase Fee | Pct. Comp | Total Fee Earned | Previous Amount | Current Amount |
|---|---------------------|-----------|--------------------------------|-------------------|-------------------|
| 050 -- 30% Design | 146,605.00 | 100.00 | 146,605.00 | 146,605.00 | 0.00 |
| 051 -- 60% Design | 231,775.00 | 100.00 | 231,775.00 | 231,775.00 | 0.00 |
| 052 -- 90% Design | 208,095.00 | 100.00 | 208,095.00 | 208,095.00 | 0.00 |
| 060 -- Bidding- CIP | 7,372.50 | 100.00 | 7,372.50 | 7,372.50 | 0.00 |
| 061 -- Bidding- Lighting | 7,657.50 | 100.00 | 7,657.50 | 7,942.50 | -285.00 |
| 070 -- Construction Admin/ Construction | 220,000.00 | 48.13 | 105,894.70 | 96,333.75 | 9,560.95 |
| 080 -- Constructiton Inspection/Observation | 369,500.00 | 21.45 | 79,273.47 | 57,389.72 | 21,883.75 |
| 090 -- ADG Survey | 6,495.00 | 100.00 | 6,495.00 | 6,495.00 | 0.00 |
| Total : | 1,197,500.00 | | | 762,008.47 | 31,159.70 |
| | | | Sub-Total Fee Earned | | 793,168.17 |
| | | | Current Billing Amount | | 793,168.17 |
| | | | Less Previous Billings | | 762,008.47 |
| | | | Amount Due This Invoice | | 31,159.70 |

Outstanding Accounts Receivable

| Invoice # | Invoice Date | Under 30 | 31 - 60 | 61 - 90 | Over 90 |
|---------------|--------------|-------------|------------------|------------------|-------------|
| 353014 | 09/30/2020 | | | 57,683.42 | |
| 353067 | 11/03/2020 | | 33,397.22 | | |
| Total: | | 0.00 | 33,397.22 | 57,683.42 | 0.00 |

Please Remit Payment To:
 Wendel
 375 Essjay Road, Suite 200
 Williamsville, NY 14221

Phase : 080 -- Construciton Inspection/Observation

Rate Schedule Labor

| <u>Class / Employee Name</u> | <u>Date</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|------------------------------|-------------|--------------|----------------------------|-----------------|
| Civil Engineer 4 | | | | |
| Ryan C. Laninga | 10/02/2020 | 1.00 | 140.00 | 140.00 |
| | 10/07/2020 | 6.00 | 140.00 | 840.00 |
| | 10/16/2020 | 4.00 | 140.00 | 560.00 |
| | 10/21/2020 | 5.00 | 140.00 | 700.00 |
| | 10/22/2020 | 2.00 | 140.00 | 280.00 |
| | 10/29/2020 | 3.00 | 140.00 | 420.00 |
| | | ----- | | ----- |
| | | 21.00 | | 2,940.00 |
| Electrical Engineer 3 | | | | |
| William K. Rowles | 10/13/2020 | 2.00 | 135.00 | 270.00 |
| | 10/21/2020 | 4.00 | 135.00 | 540.00 |
| | | ----- | | ----- |
| | | 6.00 | | 810.00 |
| | | | Rate Schedule Labor | 3,750.00 |

Regular Expenses

| <u>Vendor Name</u> | <u>Doc Nbr</u> | <u>Date</u> | <u>Cost</u> | <u>Multiplier</u> | <u>Amount</u> |
|-------------------------------------|----------------|-------------|-------------|-------------------|-------------------------|
| Direct Subconsultant Expense | | | | | |
| Advanced Design Group | 64054 | 10/30/2020 | 18,133.75 | 1.00 | 18,133.75 |
| | | | | | Regular Expenses |
| | | | | | 18,133.75 |

Total Phase : 080 -- Construciton Inspection/Observation

Labor : 3,750.00
Expense : 18,133.75

Total Project : 272827 -- City of North Tonawanda - WWTP Phase 1 Upgrade

21,883.75



City of North Tonawanda
 City Engineer's Office
 City Hall
 216 Payne Avenue
 North Tonawanda NY 14120
 Attention: Accounts Payable

Invoice # : 353159
 Project : 272827
 Invoice Date : 1/4/2021

Project Name : City of North Tonawanda - WWTP Phase 1 Upgrades

For Professional Services Rendered through: 11/30/2020

| Phase Code / Name | Phase Fee | Pct. Comp | Total Fee Earned | Previous Amount | Current Amount |
|---|---------------------|-----------|------------------|--------------------------------|-------------------|
| 050 -- 30% Design | 146,605.00 | 100.00 | 146,605.00 | 146,605.00 | 0.00 |
| 051 -- 60% Design | 231,775.00 | 100.00 | 231,775.00 | 231,775.00 | 0.00 |
| 052 -- 90% Design | 208,095.00 | 100.00 | 208,095.00 | 208,095.00 | 0.00 |
| 060 -- Bidding- CIP | 7,372.50 | 100.00 | 7,372.50 | 7,372.50 | 0.00 |
| 061 -- Bidding- Lighting | 7,657.50 | 100.00 | 7,657.50 | 7,657.50 | 0.00 |
| 070 -- Construction Admin/ Construction | 220,000.00 | 54.36 | 119,602.10 | 105,894.70 | 13,707.40 |
| 080 -- Constructon Inspection/Observation | 369,500.00 | 26.66 | 98,511.98 | 79,273.47 | 19,238.51 |
| 090 -- ADG Survey | 6,495.00 | 100.00 | 6,495.00 | 6,495.00 | 0.00 |
| Total : | 1,197,500.00 | | | 793,168.17 | 32,945.91 |
| | | | | Sub-Total Fee Earned | 826,114.08 |
| | | | | Current Billing Amount | 826,114.08 |
| | | | | Less Previous Billings | 793,168.17 |
| | | | | Amount Due This Invoice | 32,945.91 |

Outstanding Accounts Receivable

| Invoice # | Invoice Date | Under 30 | 31 - 60 | 61 - 90 | Over 90 |
|---------------|--------------|------------------|-------------|------------------|------------------|
| 353014 | 09/30/2020 | | | | 57,683.42 |
| 353067 | 11/03/2020 | | | 33,397.22 | |
| 353122 | 12/07/2020 | 31,159.70 | | | |
| Total: | | 31,159.70 | 0.00 | 33,397.22 | 57,683.42 |

Please Remit Payment To:
 Wendel
 375 Essjay Road, Suite 200
 Williamsville, NY 14221

Phase : 080 -- Constructon Inspection/Observation

Rate Schedule Labor

| <u>Class / Employee Name</u> | <u>Date</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|------------------------------|-------------|--------------|-------------|-----------------|
| Civil Engineer 4 | | | | |
| Ryan C. Laninga | 11/05/2020 | 3.00 | 140.00 | 420.00 |
| | 11/12/2020 | 3.00 | 140.00 | 420.00 |
| | 11/24/2020 | 6.00 | 140.00 | 840.00 |
| | 11/25/2020 | 4.50 | 140.00 | 630.00 |
| | 11/30/2020 | 2.00 | 140.00 | 280.00 |
| | | ----- | | ----- |
| | | 18.50 | | 2,590.00 |
| Electrical Engineer 3 | | | | |
| William K. Rowles | 11/18/2020 | 4.00 | 135.00 | 540.00 |
| Rate Schedule Labor | | | | 3,130.00 |

Regular Expenses

| <u>Vendor Name</u> | <u>Doc Nbr</u> | <u>Date</u> | <u>Cost</u> | <u>Multiplier</u> | <u>Amount</u> |
|-------------------------------------|----------------|-------------|-------------|-------------------|------------------|
| Direct Subconsultant Expense | | | | | |
| Advanced Design Group | 64114 | 11/30/2020 | 16,091.25 | 1.00 | 16,091.25 |
| Regular Expenses | | | | | 16,091.25 |

Unit Pricing Expenses

| <u>Vendor / Employee Name</u> | <u>Doc Nbr</u> | <u>Date</u> | <u>Units</u> | <u>Rate</u> | <u>Amount</u> |
|------------------------------------|----------------|-------------|--------------|-------------|---------------|
| Direct Mileage Expense (UP) | | | | | |
| Mileage | | | | | |
| Ryan C. Laninga | 2786 | 11/24/2020 | 15.00 | 0.58 | 8.63 |
| | 2786 | 11/25/2020 | 15.00 | 0.58 | 8.63 |
| | | | ----- | | ----- |
| | | | 30.00 | | 17.26 |
| Unit Pricing | | | | | 17.26 |

Total Phase : 080 -- Constructon Inspection/Observation

Labor : 3,130.00
Expense : 16,108.51

Total Project : 272827 -- City of North Tonawanda - WWTP Phase 1 Upgrade

19,238.51

VII:

JEFFREY ZELLNER
CITY ACCOUNTANT
JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST
SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

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

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

JAN 19 2021

1/14/2021

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

Dear Honorable Body:

In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated January 19th, 2021, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,



Jeffrey Zellner

City Accountant

2021 JAN 14 PM 1:53
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

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

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



www.ntparksrec.com

January 12, 2021

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

Dear Mayor Pappas and Common Council,

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

This contract would permit GroupGolfer to sell and distribute golf vouchers at the discounted price of \$19 for one round of 18-hole play with cart at Deerwood Golf Course, redeemable through July 15, 2021. GroupGolfer handles advertisement and marketing of the deal, and in turn sends a check for 75% of the total sales back to the City.

This process aims to increase the exposure and awareness of Deerwood Golf Course among thousands of local golfers who otherwise might not have played our course. Last year this promotion resulted in 1,700 additional golf rounds played with over \$21,000 in additional revenue.

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

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

2021 JAN 13 AM 6:10
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

GroupGolfer Terms & Conditions

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

1) Merchant offer is as follows: **\$19 for 18 Holes with Cart at Deerwood Golf Course**

2) The offer by Merchant is contingent upon a minimum number of units sold (the "Volume Threshold"), which is agreed to be: 10.

3) Expiration date: Merchant agrees that the offer will be available per the terms above until **(July 15, 2021)** from the feature date and subject to no further restrictions by the Merchant. To the extent required by applicable law, after the Opportunity Expiration Date, Merchant shall permit the purchaser to redeem the Voucher for the goods and services of the Merchant in the amount of the cash paid by purchaser, until that cash amount is redeemed in full.

4) If a customer makes a partial redemption by redeeming a Voucher for less than its face value, the Merchant will not be responsible for issuing a credit or cash equal to the difference between the face value and the amount redeemed, unless otherwise required by law. However, as noted in Section 3 above, the Merchant will be required to permit the purchaser to redeem the Voucher in the amount of the cash paid by the purchaser.

5) Voucher has the following special limitations or instructions:

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

2) Not valid for cash back or any other offer

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

4) Valid any time; subject to availability

6) Expires July 15, 2021

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

Merchant Agreement

This Merchant Agreement is entered into by and between GroupGolfer LLC, a Michigan limited liability company with principal offices at 97 Macomb Place, Mt Clemens, MI 48043, and **Deerwood Golf Course** The "Merchant"), a retailer doing business in the state of (**NY**). The parties shall be referred to collectively as the "Parties".

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

- 1. Effective Date.** This agreement is agreed upon by the Parties on January 12, 2021 The "Effective date").
- 2. Voucher Sale.** Merchant authorizes GroupGolfer to offer, sell and distribute the Voucher, in accordance with this Agreement and subject to the restrictions set forth in the GroupGolfer Terms and Conditions. Merchant acknowledges that GroupGolfer may terminate the publication or promotion of the Voucher at any time. All terms contained in the attached GroupGolfer Terms and Conditions, including Sections I and II (Voucher and Payment) (collectively, the "Terms") are incorporated hereto and made a material part hereof.
- 3. Voucher Publication and Delivery.** Vouchers shall be published on the Website in accordance with the Terms. The last date on which GroupGolfer publishes the Voucher and offers it to its users shall be considered the Run Date. The Voucher shall be activated, which means capable of being used for purchases with the Merchant in accordance with the terms of the Voucher as set forth in the Terms, only when the certain Volume Threshold of purchasers has been met. At the time that the Volume Threshold has been met; GroupGolfer will electronically deliver the Voucher to the purchaser. Once a Voucher is activated and delivered to the purchaser, Merchant shall be solely responsible for all customer service in connection with the Voucher and for supplying all goods and services specified in the Voucher.
- 4. Payment.** GroupGolfer shall remit payment to Merchant according to the schedule and terms set forth in the Terms. Amounts retained by GroupGolfer are compensation to GroupGolfer for the service of advertising and selling the Vouchers for Merchant.
- 5. License.** Merchant grants to GroupGolfer a non-exclusive worldwide license and right to use, reproduce, display, distribute and transmit the Merchant's name, logo and any trademarks ("Merchant Marks") and any photographs, graphics, artwork, text and other content provided or specified by Merchant ("Content") in connection with the marketing, promotion, sale or distribution of Vouchers, in any and all media or formats in which such Vouchers are marketed, promoted, transmitted, sold, or distributed, including but not limited to, on the GroupGolfer Website.
- 6. Term and Termination.** This Agreement shall continue in effect for the longer of one (1) year following the Effective Date or the last date when a customer of GroupGolfer redeems a Voucher offered by Merchant through GroupGolfer. GroupGolfer may terminate this Agreement at any time for any reason by giving the Merchant written notice of such termination. The expiration of the Term shall not in any way affect the purchaser's usage of the Voucher, or Merchant's obligation for redemption of the Voucher. Upon execution of the Agreement, Merchant agrees that Merchant will not promote an online offer with respect to the products or services described in the Terms of similar, less than or greater value for a period up to 365 days from the Effective Date, plus a minimum of 365 days following the Merchant's date of feature on the GroupGolfer Website. This includes competing discount golf companies. Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 and any claims for payments due GroupGolfer hereunder shall survive any expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

18. Entire Agreement. This agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject

matter. This agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing.

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

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

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



www.ntparksrec.com

January 7, 2021

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

Dear Mayor Pappas and Common Council,

I am respectfully requesting that we allow the Research Foundation of SUNY/Buffalo State to conduct their WNY PRISM's Boat Steward Program on our municipal facilities at Botanical Gardens (1825 Sweeney Street) and Gratwick-Riverside Park (980 River Road).

The program consists of boat stewards performing voluntary boat inspections to remove visible aquatic plants and animals from all types of watercraft. Removal of aquatic plants and animals will help to prevent the transport and spread of aquatic invasive species. Stewards will set up a small foldable table with chairs at each location and also be responsible for public education and distribution of educational materials. The program is completely voluntary for public participation and is in coordination with the New York State Department of Environmental Conservation. Boat stewards will be at each location Thursday-Sunday from 7:00am-5:30pm beginning on May 29 and ending on September 5, 2021.

Last season this program performed 1,734 boat inspections from both launch locations, finding 13 boats with invasive species.

The Research Foundation of SUNY/Buffalo State has been requested to provide necessary information as it pertains to insurance/liability as required by the City Attorney's Office.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 7 PM4:09
NORTH TONAWANDA NY

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

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



XIV. 3
JAN 19 2021

www.ntparksrec.com

January 13, 2021

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

Dear Mayor Pappas and Common Council,

I respectfully request approval of the signed agreements between the Niagara County Department of Social Services, acting on the behalf of the Niagara County Youth Bureau, and in agreeance with the North Tonawanda Department of Youth, Recreation, Parks & Seniors for appropriations totaling Thirty-Five Thousand, Eight Hundred Dollars (\$35,8000.00) to be made to the City resulting from program services rendered by our Department in accordance with the terms of the agreement.

The 2020 appropriations are:

| | |
|--|--------------|
| Youth Center Programming | \$ 22,000.00 |
| Youth Court and First Offender Program | \$ 13,800.00 |

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

2021 JAN 18 AM 10:59
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

A G R E E M E N T

THIS AGREEMENT made as of the 1st day of January, 2020, by and between the **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, with offices at 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, acting on behalf of the **NIAGARA COUNTY YOUTH BUREAU** (hereinafter referred to as the "COUNTY") and, **NORTH TONAWANDA DEPARTMENT OF YOUTH AND RECREATION**, with offices at the, Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York 14120 (hereinafter referred to as the "AGENCY".)

WITNESSETH:

WHEREAS, the Agency has offered to perform certain services for the Niagara County Youth Bureau, namely the Youth Court and First Offender Programs, (Hereinafter referred to as the "PROJECT".)

NOW, THEREFORE, it is mutually agreed by and between the Agency and the County as follows:

SECTION 1. SCOPE OF PERFORMANCE.

A. The agency agrees to provide, in a professional and workman-like manner and to the satisfaction of the County, a Youth Development Program that shall:

1. Maintain two agencies used for Community Service work hours.
2. Train and maintain 45 North Tonawanda youth as Youth Court officials.
3. Process 30 juveniles through the Youth Court and keep approximately 75% of the youth offenders from returning to the Juvenile Justice System.
4. Coordinate a police, youth, and community relations seminar for 250 students.
5. Provide a Juvenile Justice Awareness Program for 400 eighth grade students in North Tonawanda and Lockport.
6. Offer the First Offender Program for 30 participants.

B. Performance of the services by the Agency called for by this Agreement shall be subject to supervision by the Niagara County Youth Bureau as follows:

1. The Agency shall provide to the Youth Bureau such reports as the Youth Bureau shall deem necessary and in the number requested.
Requests for reimbursement will not be approved by the Youth Bureau unless all reports are received when due.
2. The Agency shall provide to the County any financial records as deemed necessary for the purpose of performing a fiscal audit.
3. The Agency shall submit with its monthly reports the minutes or a summary of the minutes of Board meetings or meetings of citizen body responsible for the project.
4. The Youth Bureau shall have the authority to monitor and evaluate the Project covered by the Agreement, to have access to program, case, and fiscal records for the purpose of monitoring and evaluating and to take whatever action it deems necessary to accomplish the purpose of this Agreement.
5. The Agency shall be bound by the line item budget of the Service Program, on file with the Youth Bureau. No change in the line item budget shall be made by the Agency unless approved by the Youth Bureau and the New York State Office of Children and Family Services.

The Agency agrees that eligibility for participation in the service program shall not be based on creed, race, or national origin.

The Agency shall acknowledge the financial support of the New York State Office of Children and Family Services through the Niagara County Youth Bureau in all its public relations materials.

SECTION 2. TERM OF AGREEMENT.

All work and services required pursuant to this Agreement shall be commenced January 1, 2020, and are to be completed by the date of December 31, 2020.

SECTION 3. FEE.

A. This agreement shall not take effect and payments hereunder shall not be made unless approval of the application to the New York State Office of Children and Family Services for aid for the Project is received. To be reimbursable, all expenditures by the Agency must be made in accordance with the Program Budget on file with the Youth Bureau and as approved by the New York State Office of Children and Family Services.

- B. The County agrees to pay and the Agency agrees to accept as full payment for the work and services performed pursuant to this Agreement a sum, which shall in no event exceed Thirteen Thousand Eight Hundred and 00/100 Dollars (\$13,800.00).
- C. The County will pay the Agency the sum contracted for in installments upon submission by the Agency of properly executed vouchers and/or receipts for expenses incurred, approved, and audited by the Niagara County Youth Bureau.
- D. In the event the amount of State Aid allocated to this Project is reduced, the contract amount will be reduced accordingly.

SECTION 4. AUTHORIZED AGENT FOR THE COUNTY AND THE AGENCY.

- A. The County hereby designated the

(Title) Commissioner

(Address) 20 East Avenue, P.O. Box 506, Lockport, NY 14095-0506

- B. The Agency hereby designates the

(Title) Executive Director

(Address) Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York
14120

Or its authorized representative in case of its absence as the authorized Agent of the County or the Agency for receipt of all notices, demands, vouchers, other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered personally to the authorized agents designated herein. The County hereby reserves the right to designate other or additional authorized agents upon written notice to the Agency that shall be signed by the authorized agent of the County.

SECTION 5. INDEMNIFICATION.

The Agency hereby agrees to indemnify and save harmless the County against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees, and expenses of whatever kind or nature which the County may directly or indirectly incur, suffer, or be required to pay by reason of the negligent acts or omissions of the Agency. If a claim or action is made or brought against the County and for which the Agency may be responsible hereunder in whole or in part, then it shall be notified.

SECTION 6. AUDIT.

The Agency agrees that the County shall until the expiration of three (3) years after final payment have access to and the right to examine any directly pertinent books, documents, papers, and records of its and of any of its sub-contractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 7. TERMINATION.

- A. If for any reason the terms of this Agreement are not adhered to, then the County may terminate the said Agreement upon written notice to the Agency.
- B. If for any reason the Agency fails to comply with New York State Office of Children and Family Services rules and regulations, then the County may terminate this Agreement upon written notice to the Agency.

SECTION 8. PROHIBITION AGAINST ASSIGNMENT.

The Agency agrees that it is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement of any of its contents, or of its right, title, or interest therein, or of its power to execute such Agreement of any other person or corporation without the previous consent in writing of the County.

SECTION 9. CONTRACT DEEMED EXECUTORY.

The Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement and that no liability shall be incurred by

the County beyond the monies available for the said purpose.

SECTION 10. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**NIAGARA COUNTY DEPT.
OF SOCIAL SERVICES**

By: _____
Meghan T. Lutz
Commissioner

Date: _____

Approved as to Form

David J Haylett, Jr
Chief Counsel, NCDSS

**NORTH TONAWANDA DEPT.
OF YOUTH AND RECREATION**

By: _____
Alex Domaradzki
Director

Date: _____

A G R E E M E N T

THIS AGREEMENT made as of the 1st day of January, 2020, by and between the **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, with offices at 20 East Avenue, P.O. Box 506, Lockport, New York 14095-0506, acting on behalf of the **NIAGARA COUNTY YOUTH BUREAU** (hereinafter referred to as the "COUNTY") and, **NORTH TONAWANDA DEPARTMENT OF YOUTH AND RECREATION**, with offices at the, Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York 14120 (hereinafter referred to as the "AGENCY".)

WITNESSETH:

WHEREAS, the Agency has offered to perform certain services for the Niagara County Youth Bureau, namely the North Tonawanda Youth Center, (Hereinafter referred to as the "PROJECT".)

NOW, THEREFORE, it is mutually agreed by and between the Agency and the County as follows:

SECTION 1. SCOPE OF PERFORMANCE.

A. The agency agrees to provide, in a professional and workman-like manner and to the satisfaction of the County, a Youth Development Program that shall:

1. Provide 2,500 youth from pre-k to 12th grade with a variety of recreation and life skills development programs.
2. During the summer months, offer daily activities at Payne Park, including sports, crafts, games and nutrition and education programs, for 150 youth.

B. Performance of the services by the Agency called for by this Agreement shall be subject to supervision by the Niagara County Youth Bureau as follows:

1. The Agency shall provide to the Youth Bureau such reports as the Youth Bureau shall deem necessary and in the number requested. Requests for reimbursement will not be approved by the Youth Bureau unless all reports are received when due.
2. The Agency shall provide to the County any financial records as deemed necessary for the purpose of performing a fiscal audit.
3. The Agency shall submit with its monthly reports the minutes or a summary of the minutes of Board meetings or meetings of citizen body responsible for the project.

4. The Youth Bureau shall have the authority to monitor and evaluate the Project covered by the Agreement, to have access to program, case, and fiscal records for the purpose of monitoring and evaluating and to take whatever action it deems necessary to accomplish the purpose of this Agreement.
5. The Agency shall be bound by the line item budget of the Service Program, on file with the Youth Bureau. No change in the line item budget shall be made by the Agency unless approved by the Youth Bureau and the New York State Office of Children and Family Services.

The Agency agrees that eligibility for participation in the service program shall not be based on creed, race, or national origin.

The Agency shall acknowledge the financial support of the New York State Office of Children and Family Services through the Niagara County Youth Bureau in all its public relations materials.

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- A. This agreement shall not take effect and payments hereunder shall not be made unless approval of the application to the New York State Office of Children and Family Services for aid for the Project is received. To be reimbursable, all expenditures by the Agency must be made in accordance with the Program Budget on file with the Youth Bureau and as approved by the New York State Office of Children and Family Services.
- B. The County agrees to pay and the Agency agrees to accept as full payment for the work and services performed pursuant to this Agreement a sum, which shall in no event exceed Twenty-two Thousand and 00/100 Dollars (\$22,000.00).
- C. The County will pay the Agency the sum contracted for in installments upon submission by the Agency of properly executed vouchers and/or receipts for expenses incurred, approved, and audited by the Niagara County Youth Bureau.

D. In the event the amount of State Aid allocated to this Project is reduced, the contract amount will be reduced accordingly.

SECTION 4. AUTHORIZED AGENT FOR THE COUNTY AND THE AGENCY.

A. The County hereby designated the

(Title) Commissioner

(Address) 20 East Avenue, P.O. Box 506, Lockport, NY 14095-0506

B. The Agency hereby designates the

(Title) Executive Director

(Address) Norman L. Keller Building, 500 Wheatfield Street, North Tonawanda, New York
14120

Or its authorized representative in case of its absence as the authorized Agent of the County or the Agency for receipt of all notices, demands, vouchers, other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered personally to the authorized agents designated herein. The County hereby reserves the right to designate other or additional authorized agents upon written notice to the Agency that shall be signed by the authorized agent of the County.

SECTION 5. INDEMNIFICATION.

The Agency hereby agrees to indemnify and save harmless the County against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees, and expenses of whatever kind or nature which the County may directly or indirectly incur, suffer, or be required to pay by reason of the negligent acts or omissions of the Agency. If a claim or action is made or brought against the County and for which the Agency may be responsible hereunder in whole or in part, then it shall be notified.

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The Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement and that no liability shall be incurred by the County beyond the monies available for the said purpose.

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This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**NIAGARA COUNTY DEPT.
OF SOCIAL SERVICES**

By _____
Meghan T. Lutz
Commissioner

Date _____

Approved as to Form

David J. Haylett Jr
Chief Counsel, NCDSS

**NORTH TONAWANDA DEPT.
OF YOUTH AND RECREATION**

By _____
Alex Domaradzki
Director

Date _____

JAN 19 2021

| Account# | Account Description | Fee Description | Qty | Local Share |
|----------|------------------------|-----------------------------|-------------------------------------|-------------------|
| A1255 | Minor Sales | Certified Copies - Marriage | 10 | 100.00 |
| | | Ward Maps | 1 | 1.00 |
| | | | Sub-Total: | \$101.00 |
| A1603 | Misc. Fees | Birth Certificates | 13 | 130.00 |
| | | Death Certificates | 99 | 1,200.00 |
| | | Deaths Recorded | 8 | 0.00 |
| | | | Sub-Total: | \$1,330.00 |
| A1980 | Minor Sales | City Market | 1 | 325.00 |
| | | | Sub-Total: | \$325.00 |
| A2501 | Snowplow Permit | Snowplow Permit | 5 | 215.00 |
| | | | Sub-Total: | \$215.00 |
| A2505 | Marriage License Fee | Marriage License Fee | 3 | 52.50 |
| | | | Sub-Total: | \$52.50 |
| A2541 | Racing & Wagering Fees | Bell Jar License | 3 | 30.00 |
| | | | Sub-Total: | \$30.00 |
| A2542 | Dog Licensing | Exempt Dogs | 2 | 0.00 |
| | | Female, Spayed | 59 | 531.00 |
| | | Female, Unspayed | 5 | 85.00 |
| | | Male, Neutered | 68 | 612.00 |
| | | Male, Unneutered | 13 | 221.00 |
| | | | Sub-Total: | \$1,449.00 |
| A2610 | Minor Sales | Parking Tickets | 36 | 6,100.00 |
| | | | Sub-Total: | \$6,100.00 |
| | | | Total Local Shares Remitted: | \$9,602.50 |

| | |
|---|--------|
| Amount paid to: New York State Comptroller's Office | 45.00 |
| Amount paid to: New York State Department of Health | 67.50 |
| Amount paid to: NYS Ag. & Markets for spay/neuter program | 181.00 |

Total State, County & Local Revenues: \$9,896.00

Total Non-Local Revenues: \$293.50

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.

Doana L. Braun 1/4/2021
City Clerk-Treasurer Date

RECEIVED
CITY CLERK'S OFFICE
2021 JAN 4 PM 12:15
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 /

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

JAN 19 2021

1/8/2021

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

Dear Sirs and Mesdames:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of December 2020.

2021 JAN 18 4:58:39
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

General Fund

| | |
|----------------------------|-----------------------|
| Balance Fwd - Checking | 395,094.80 |
| Balance Fwd - Money Market | 3,014,635.26 |
| Investments | 0.00 |
| Receipts for the month | 5,538,455.75 |
| Warrants Drawn | (3,978,269.68) |
| | <u>\$4,969,916.13</u> |

Sewer Fund

| | |
|----------------------------|---------------------|
| Balance Fwd - Checking | 29,808.79 |
| Balance Fwd - Money Market | 8,570.39 |
| Investments | 0.00 |
| Receipts for the month | 1,537,305.26 |
| Warrants Drawn | (1,440,590.20) |
| | <u>\$135,094.24</u> |

Water Fund

| | |
|----------------------------|-----------------------|
| Balance Fwd - Checking | 648,694.53 |
| Balance Fwd - Money Market | 1,238,721.68 |
| Investments | 0.00 |
| Receipts for the month | 1,343,590.79 |
| Warrants Drawn | (312,172.66) |
| | <u>\$2,918,834.34</u> |

Trust & Agency Fund

| | |
|------------------------|---------------------|
| Balance Fwd - Checking | 349,026.18 |
| Receipts for the month | 42,836.99 |
| Warrants Drawn | (44,620.32) |
| | <u>\$347,242.85</u> |

Capital Construction Fund

| | |
|----------------------------|----------------|
| Balance Fwd - Checking | 389,566.23 |
| Balance Fwd - Money Market | 591,505.68 |
| Receipts for the month | 1,069,270.03 |
| Warrants Drawn | (726,186.38) |
| | <hr/> |
| | \$1,324,155.56 |

Community Development Fund

| | |
|------------------------|----------------|
| Balance Fwd - Checking | 1,366,001.48 |
| Receipts for the month | 0.00 |
| Warrants Drawn | (201.00) |
| | <hr/> |
| | \$1,365,800.48 |

Rental Assistance Fund

| | |
|------------------------|--------------|
| Balance Fwd - Checking | 0.00 |
| Receipts for the month | 253,828.00 |
| Warrants Drawn | (253,828.00) |
| | <hr/> |
| | \$0.00 |


Housing Rehabilitation Fund

| | |
|------------------------|-------------|
| Balance Fwd | 18,663.76 |
| Receipts for the month | 0.48 |
| Warrants Drawn | 0.00 |
| | <hr/> |
| | \$18,664.24 |

Home Rehabilitation Fund

| | |
|------------------------|-------------|
| Balance Fwd | 40,792.06 |
| Receipts for the month | 0.00 |
| Warrants Drawn | 0.00 |
| | <hr/> |
| | \$40,792.06 |

Respectfully submitted,



Donna L. Braun

City Clerk-Treasurer

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

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



www.ntparksrec.com

January 5, 2021

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

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of November 2020. Please note, the Senior Center is still partially closed due to COVID-19. The Center is open by appointment/reservation only for the Grocery Shopping Program, Niagara County Nutrition, Attorney, and Center Library, Drop off Arts & Crafts, Care Phone Calls, and Virtual Programs & Christmas Dinner pick up.

Senior Center's Total Monthly Services

Unduplicated 154

Duplicated 659

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

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

2021 JAN 5 PM2:37
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE



Department of Police

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

XVY 3
TELEPHONE
(716) 692-4111
FACSIMILE
(716) 692-4321
EMERGENCY NO.
9-1-1

JAN 19 2021

January 13, 2021

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

Ladies and Gentlemen:

Please find attached the updated V&T report for the month of
November 2020.

Respectfully submitted,

Thomas E. Krantz
Chief of Police

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

TEK/sd

V & T REPORT FOR THE MONTH OF NOVEMBER 2020

| | |
|---|-----|
| SPEEDING | 232 |
| REDLIGHT VIO. | 19 |
| STOP SIGN VIO. | 90 |
| NO REGISTRATION | 16 |
| NO LICENSE | 29 |
| FAULTY EQUIPMENT | 22 |
| NO INSPECTION | 24 |
| FAILED TO YIELD RIGHT OF WAY | 6 |
| SEAT BELT VIO. | 7 |
| NO INSURANCE | 7 |
| LICENSE PLATE VIO. | 3 |
| IMPROPER TURN | 8 |
| DROVE ON LEFT OF PAVEMENT MARKINGS | 10 |
| FAILED TO KEEP RIGHT | 1 |
| LEAVING SCENE OF INCIDENT | 1 |
| FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST | 1 |
| AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE | 9 |
| FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS | 14 |
| MISCELLANEOUS | 22 |

TOTAL 521

TRAFFICE MISD.

#OF COMPLAINTS/ARRESTS

| | |
|---|----|
| DWI----- | 3 |
| OPERATING WHILE REG. SUSPENDED/REVOKED----- | 5 |
| AGGRAVATED UNLICENSED OPERATION 3 RD ----- | 19 |
| AGGRAVATED UNLICENSED OPERATION 2 ND ----- | 9 |

FELONIES

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

FINES: (CITY IMPOSED):

| | |
|--------------------|------------------------|
| TRAFFIC: | \$ 17,0005.02 |
| PENAL LAW: | \$ 0.00 |
| CITY ORDINANCE: | \$ 0.00 |
| BAIL FORFEITURE: | \$ 0.00 |
| ABC VIOLATION: | \$ 0.00 |
| PARKING TAGS: | \$ 4,340.00 |
| TOTAL FINES | \$ 21,345.02 |

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

11111

JAN 19 2021

CITY OF NORTH TONAWANDA, NEW YORK
 CONSOLIDATED SICK REPORT, VACATION DAY, AND PERSONAL DAY SCHEDULE
 DEPARTMENT OF POLICE
 PERIOD COVERED: JULY 1 - DECEMBER 31, 2020

| NAME | SICK DAYS | | | VACATION DAYS | | | PERSONAL LEAVE DAYS | | | |
|-----------------|--------------|--------|------|---------------|--------|------|---------------------|--------|------|-----------|
| | BALANCE FWD. | EARNED | USED | REMAINING | AVAIL. | USED | REMAINING | AVAIL. | USED | REMAINING |
| T. BAKULA | 126.25 | 7.5 | 1 | 132.75 | 16 | 16 | 0 | 4 | 4 | 0 |
| G. BENJAMIN | 42.375 | 7.5 | 4 | 45.875 | 19 | 19 | 0 | 4 | 4 | 0 |
| R. BOHNSTADT | 187.5 | 7.5 | 1.5 | 193.5 | 16 | 16 | 0 | 1.5 | 1.5 | 0 |
| L. BOLSOVER | 192.25 | 7.5 | 1 | 198.75 | 30 | 30 | 0 | 4 | 4 | 0 |
| R. BRADT | 0 | 6.25 | 2 | 4.25 | 0 | 0 | 0 | 5 | 5 | 0 |
| M. BROCKLEHURST | 22.25 | 7.5 | 1 | 28.75 | 6 | 6 | 0 | 1 | 1 | 0 |
| F. BURKHART | 39.5 | 7.5 | 0 | 47 | 10 | 10 | 0 | 4 | 4 | 0 |
| T. BUSH | 229.875 | 7.5 | 0 | 237.375 | 21.5 | 21.5 | 0 | 5 | 5 | 0 |
| J. CAKE | 87.875 | 7.5 | 4 | 91.375 | 19 | 19 | 0 | 1 | 1 | 0 |
| S. CAMPAS | 12.75 | 7.5 | 7 | 13.25 | 7 | 7 | 0 | 0 | 0 | 0 |
| R. CINQUINO | 183.625 | 7.5 | 4 | 187.125 | 16 | 16 | 0 | 3 | 3 | 0 |
| A. COSENTINO | 62 | 7.5 | 0 | 69.5 | 8 | 8 | 0 | 1 | 1 | 0 |
| J. CRESS | 158.25 | 7.5 | 0 | 165.75 | 25 | 25 | 0 | 5 | 5 | 0 |
| M. DAY | 89.75 | 7.5 | 0 | 97.25 | 6 | 6 | 0 | 5 | 5 | 0 |
| R. DZIURA | 84.125 | 7.5 | 0 | 91.625 | 14 | 14 | 0 | 2 | 2 | 0 |
| S. ENDRES | 230.625 | 7.5 | 1 | 237.125 | 25 | 25 | 0 | 5 | 5 | 0 |
| D. FLORES | 19 | 7.5 | 0 | 26.5 | 6 | 6 | 0 | 5 | 5 | 0 |
| R. FOLLENDORF | 66.125 | 7.5 | 0 | 73.625 | 15 | 15 | 0 | 5 | 5 | 0 |
| R. FRANK | 171.25 | 7.5 | 1 | 177.75 | 24.5 | 24.5 | 0 | 5 | 5 | 0 |
| K. GLASS | 130.25 | 7.5 | 3 | 134.75 | 13 | 13 | 0 | 4 | 4 | 0 |
| E. HERBERT | 72 | 7.5 | 0 | 79.5 | 11 | 11 | 0 | 4 | 4 | 0 |
| T. HUEY | 137.125 | 7.5 | 0 | 144.625 | N/A | N/A | N/A | N/A | N/A | N/A |
| J. HUSSEY | 19 | 7.5 | 0 | 26.5 | 10 | 10 | 0 | 5 | 5 | 0 |
| N. IWANICKI | 122.875 | 7.5 | 1 | 129.375 | 20 | 20 | 0 | 3 | 3 | 0 |

(65 days 207-c)

(125 days 207-c)

CITY OF NORTH TONAWANDA NEW YORK
 CONSOLIDATED SICK REPORT, VACATION DAY, AND PERSONAL DAY SCHEDULE
 DEPARTMENT OF POLICE
 PERIOD COVERED: JULY 1 - DECEMBER 31, 2020

| NAME | SICK DAYS | | | VACATION DAYS | | | PERSONAL LEAVE DAYS | | | REMAINING | |
|----------------|--------------|--------|-------|---------------|--------|------|---------------------|------|--------|-----------|------|
| | BALANCE FWD. | EARNED | USED | REMAINING | AVAIL. | USED | REMAINING | PAID | AVAIL. | | USED |
| B. JANZEN | 4 | 7.5 | 1 | 10.5 | 10 | 10 | 0 | | 0 | 0 | 0 |
| R. KALOTA | 210.625 | 2.5 | 10 | 203.125 | 30 | 0 | 30 | PAID | 5 | 5 | 0 |
| J. KAM | 65 | 7.5 | 0 | 72.5 | 13 | 13 | 0 | | 3 | 3 | 0 |
| B. LATHROP | 0 | 5 | 1 | 4 | 0 | 0 | 0 | | 5 | 5 | 0 |
| M. LONCAR | 60.25 | 7.5 | 1 | 66.75 | 13 | 13 | 0 | | 5 | 5 | 0 |
| D. MAHONEY | 193.625 | 7.5 | 1 | 200.125 | 30 | 30 | 0 | | 5 | 5 | 0 |
| Y. MALAMAS | 4.5 | 7.5 | 1 | 11 | 10 | 10 | 0 | | 5 | 5 | 0 |
| C. MAMOT | 133.625 | 7.5 | 1 | 140.125 | 15 | 15 | 0 | | 2 | 2 | 0 |
| K. MANG | 32.125 | 7.5 | 0 | 39.625 | 25 | 25 | 0 | | 4 | 4 | 0 |
| J. MUEHLBAUER | 191 | 7.5 | 0.375 | 198.125 | 25 | 25 | 0 | | 5 | 5 | 0 |
| H. OTABACHIAN | 48.75 | 7.5 | 1 | 55.25 | 6 | 6 | 0 | | 1 | 1 | 0 |
| M. PARISH | 0 | 5 | 1 | 4 | 0 | 0 | 0 | | 5 | 5 | 0 |
| B. PASIAK | 170.125 | 7.5 | 3 | 174.625 | 11 | 11 | 0 | | 4 | 4 | 0 |
| M. ROBERTS | 172.625 | 7.5 | 0 | 180.125 | 20 | 20 | 0 | | 5 | 5 | 0 |
| R. ROGERS | 66.5 | 7.5 | 0 | 74 | 5 | 5 | 0 | | 2 | 2 | 0 |
| M. SANTIAGO | 0 | 5 | 1 | 4 | 0 | 0 | 0 | | 5 | 5 | 0 |
| J. SHIESLEY | 129.625 | 7.5 | 1 | 136.125 | 24 | 24 | 0 | | 4 | 4 | 0 |
| J. SMITH | 143.75 | 7.5 | 2 | 149.25 | 16 | 16 | 0 | | 1 | 1 | 0 |
| K. SMITH | 209.25 | 7.5 | 8.625 | 208.125 | 25 | 25 | 0 | | 4 | 4 | 0 |
| J. SNOPOKOWSKI | 155.5 | 7.5 | 0 | 163 | 25 | 25 | 0 | | 5 | 5 | 0 |

Retired 8/21/20

CITY OF NORTH TONAWANDA NEW YORK
 CONSOLIDATED SICK REPORT, VACATION DAY, AND PERSONAL DAY SCHEDULE
 DEPARTMENT OF POLICE
 PERIOD COVERED: JULY 1 - DECEMBER 31, 2020

| NAME | SICK DAYS | | | VACATION DAYS | | | PERSONAL LEAVE DAYS | | | |
|---|--------------|--------|------|---------------|--------|------|---------------------|--------|------|-----------|
| | BALANCE FWD. | EARNED | USED | REMAINING | AVAIL. | USED | REMAINING | AVAIL. | USED | REMAINING |
| J. SWICK | 48.5 | 7.5 | 0 | 56 | 0 | 0 | 0 | 5 | 5 | 0 |
| J. TOMASZEWSKI | 38.5 | 7.5 | 4 | 42 | 6 | 6 | 0 | 0 | 0 | 0 |
| D. TRUTY | 148.5 | 7.5 | 0 | 156 | 24 | 24 | 0 | 5 | 5 | 0 |
| B. WARREN | 0 | 5 | 1 | 4 | 0 | 0 | 0 | 5 | 5 | 0 |
| K. WHITEHEAD | 8.625 | 7.5 | 0 | 16.125 | 10 | 10 | 0 | 4 | 4 | 0 |
| D. WILCZEK | 68.25 | 7.5 | 0 | 75.75 | 11 | 11 | 0 | 4 | 4 | 0 |
| R. WYDYSH | 155.625 | 7.5 | 0 | 163.125 | 21 | 21 | 0 | 3 | 3 | 0 |
| M. ZEIDAN | 0 | 6.25 | 1 | 5.25 | 0 | 0 | 0 | 5 | 5 | 0 |
| CHIEF | | | | | | | | | | |
| T. KRANTZ | 261.5 | 6 | 4.5 | 263 | 30 | 30 | 0 | N/A | N/A | N/A |
| OFFICE AND SUPPORT PERSONNEL | | | | | | | | | | |
| G. LEWIS | 187.5 | 9 | 8.5 | 188 | 25 | 25 | 0 | 4 | 4 | 0 |
| G. THOMSEN | 120.166 | 6 | 2.5 | 123.666 | 17 | 17 | 0 | 3.5 | 3.5 | 0 |
| S. DEMONTE | 67.5 | 6 | 0 | 83.5 | 14.5 | 4.5 | 0 | 4 | 4 | 0 |
| A. BERG | 68.25 | 6 | 0 | 74.25 | 18 | 18 | 0 | 4 | 4 | 0 |
| (S. DeMonte covered 10 days vacation to 10 days sick leave) | | | | | | | | | | |

XXVI. 2

CITY OF NORTH TONAWANDA
NORTH TONAWANDA, NEW YORK 14120

JAN 19 2021

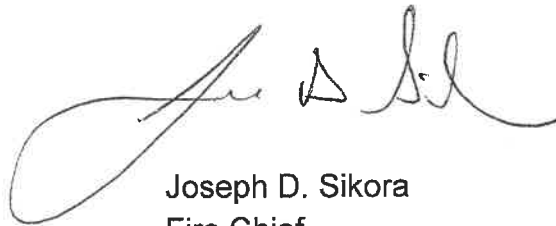
FIRE HEADQUARTERS
495 ZIMMERMAN ST.
JOSEPH D. SIKORA
CHIEF
(716) 693-2201

January 11, 2021

Accounting Office
216 Payne Avenue
North Tonawanda, NY 14120

The Fire Department's Annual Sick/Vacation Reports are attached.
These reports cover the period of January 1 – December 31, 2020.

Sincerely,



Joseph D. Sikora
Fire Chief

JDS/djm

Cc: Mayor Pappas
Clerk/Treasurer, Donna Braun

Attachments

**NORTH TONAWANDA FIRE DEPARTMENT
ANNUAL SICK/VACATION/PERSONAL REPORT
2 0 20**

Period Covered: January 1 – December 31, 2020

Platoon : Day

| Name | ****Sick Hours**** | | | | **Vacation Days** | | | ***Personal*** | | | Birthday Used | Comp Time Balance |
|-----------------|--------------------|----------|---------|-----------|-------------------|------|-----|----------------|------|-----|---------------|-------------------|
| | Bal. Fwd. | Earn | Used | Rem. Bal. | Earn | Used | Rem | Earn | Used | Rem | | |
| James M. Bogmar | 186 hrs. | 64 hrs. | 40 hrs. | 210 hrs. | 11 | 11 | 0 | 4 | 4 | 0 | 1 | 0 |
| Dora Maziarz | 3.5 hrs. | 84 hrs. | 46 hrs. | 41.5 hrs. | 25 | 25 | 0 | 4 | 4 | 0 | 1 | 14 hrs. |
| Edward Yaminski | 1046 | 144 hrs. | 0 | 1190 hrs. | 15 | 15 | 0 | 3 | 3 | 0 | 1 | N/A |
| Kyle Stevener | 1034 | 144 hrs. | 2 | 1176 hrs. | 20 | 20 | 0 | 3 | 3 | 0 | 1 | N/A |
| Joseph Sikora | 272 days | 12 days | 5 days | 271 | 30 | 30 | 0 | N/A | N/A | N/A | 1 | 150 hrs. |

**NORTH TONAWANDA FIRE DEPARTMENT
ANNUAL SICK/VACATION/PERSONAL REPORT
2 0 20**

Period Covered: January 1 – December 31, 2020

Platoon : 1

| Name | ****Sick Hours**** | | | | ****Vacation Days**** | | | ****Personal**** | | | Birthday Used |
|-------------------|--------------------|------|------|-----------|-----------------------|------|------|------------------|------|------|---------------|
| | Bal. Fwd. | Earn | Used | Rem. Bal. | Earn | Used | Rem. | Earn | Used | Rem. | |
| Douglas Orłowski | 2148 | 144 | 32 | 2260 | 35 | 35 | 0 | 3 | 3 | 0 | 1 |
| Jeffrey Hanna | 592 | 144 | 103 | 633 | 21 | 21 | 0 | 3 | 3 | 0 | 1 |
| Jeremy Batt | 1295 | 144 | 48 | 1391 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |
| David Cole | 557 | 144 | 20 | 681 | 21 | 21 | 0 | 3 | 3 | 0 | 1 |
| Eric Goudy | 625 | 144 | 48 | 721 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |
| Michael Hromow'yk | 478 | 144 | 14 | 608 | 14 | 14 | 0 | 3 | 3 | 0 | 1 |
| Geoffrey Phelps | 826 | 144 | 14 | 956 | 21 | 1 | 20 | 3 | 0 | 3 | 1 |
| Samuel Ricotta | 686 | 144 | 14 | 816 | 21 | 21 | 0 | 3 | 3 | 0 | 1 |
| Alan Aurigema | 2304 | 0 | 0 | 2304 | 42 | 0 | 42 | 3 | 0 | 3 | 1 |

**NORTH TONAWANDA FIRE DEPARTMENT
ANNUAL SICK/VACATION/PERSONAL REPORT
2 0 20**

Period Covered: January 1 – December 31, 2020

Platoon : 2

| Name | ****Sick Hours**** | | | | ****Vacation Days**** | | | ****Personal**** | | | Birth |
|--------------------|--------------------|------|---------------|-----------|-----------------------|------|------|------------------|------|------|-------|
| | Bal. Fwd. | Earn | Used | Rem. Bal. | Earn | Used | Rem. | Earn | Used | Rem. | Used |
| Eric Garrpp | 2304 | 144 | 42 | 2406 | 5wks | 5wks | 0 | 3 | 3 | 0 | 1 |
| Aaron Mohr | 2062 | 144 | 10 | 2196 | 5wks | 5wks | 0 | 3 | 3 | 0 | 1 |
| James Donner | 0 | 132 | 26 (12 is SB) | 106 | 0 | 0 | 0 | 3 | 3 | 0 | 1 |
| Nicholas Johnson | 636 | 144 | 104 | 676 | 3wks | 3wks | 0 | 3 | 3 | 0 | 1 |
| Justin Krainak | 1571 | 144 | 227 | 1488 | 5wks | 5wks | 0 | 3 | 3 | 0 | 1 |
| Jonathan Kukavica | 320 | 144 | 80 | 384 | 3wks | 3wks | 0 | 3 | 3 | 0 | 1 |
| Nicholas Matyevich | 1698 | 144 | 0 | 1842 | 4wks | 4wks | 0 | 3 | 3 | 0 | 1 |
| Michael Mulvaugh | 312 | 144 | 34 | 422 | 2wks | 2wks | 0 | 3 | 3 | 0 | 1 |
| Robert Orłowski | 2052 | 144 | 20 | 2176 | 5wks | 5wks | 0 | 3 | 3 | 0 | 1 |

SB=Sick Bank Donation after hire

**NORTH TONAWANDA FIRE DEPARTMENT
ANNUAL SICK/VACATION/PERSONAL REPORT
2 0 20**

Period Covered: January 1 – December 31, 2020

Platoon : 3

| Name | Bal. Fwd. | ****Sick Hours**** | | | Rem. Bal. | ****Vacation Days**** | | | ****Personal**** | | | Birthday Used |
|-----------------|-----------|--------------------|------|--|-----------|-----------------------|------|------|------------------|------|------|---------------|
| | | Earn | Used | | | Earn | Used | Rem. | Earn | Used | Rem. | |
| Thomas Croop | 2076 | 144 | 634 | | 1586 | 42 | 42 | 0 | 3 | 3 | 0 | 1 |
| Brandon Werth | 1665 | 144 | 10 | | 1799 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |
| Jonathan Doucet | 1102 | 144 | 72 | | 1174 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |
| Paul Fuhrman | 1769 | 144 | 42 | | 1871 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |
| Raymond Malone | 492 | 144 | 0 | | 636 | 14 | 14 | 0 | 3 | 3 | 0 | 1 |
| Jacob Polen | 252 | 144 | 11 | | 385 | 14 | 14 | 0 | 3 | 3 | 0 | 1 |
| James Urban | 795 | 144 | 49 | | 890 | 21 | 21 | 0 | 3 | 3 | 0 | 1 |
| Arthur Vater | 1669 | 144 | 292 | | 1521 | 35 | 35 | 0 | 3 | 3 | 0 | 1 |

**NORTH TONAWANDA FIRE DEPARTMENT
ANNUAL SICK/VACATION/PERSONAL REPORT
2020**

Period Covered: January 1 – December 31, 2020

Platoon : 4

| Name | ****Sick Hours**** | | | | ****Vacation Days**** | | | ****Personal**** | | | Birthday Used |
|-------------------|--------------------|------|---------|-----------|-----------------------|------|------|------------------|------|------|---------------|
| | Bal. Fwd. | Earn | Used | Rem. Bal. | Earn | Used | Rem. | Earn | Used | Rem. | |
| Timothy Berecz | 1934 | 144 | 0 | 2078 | 35 | 35 | 0 | 3 | 3 | 0 | 1 |
| Matthew Smolinski | 1381 | 144 | 38 | 1487 | 35 | 35 | 0 | 3 | 3 | 0 | 1 |
| Daniel Fritz | 360 | 144 | 38 | 466 | 14 | 14 | 0 | 3 | 3 | 0 | 1 |
| James Garrpp | 1456 | 144 | 38 | 1562 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |
| Nicolas Kupiec | 1670 | 144 | 14 | 1800 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |
| Mark LaDuca | 184 | 144 | 0 | 328 | 14 | 14 | 0 | 3 | 3 | 0 | 1 |
| Dannian Ringler | 742 | 144 | 44 | 842 | 21 | 21 | 0 | 3 | 3 | 0 | 1 |
| Nicolas Vossler | 0 | 132 | 12 (SB) | 120 | 0 | 0 | 0 | 3 | 3 | 0 | 1 |
| Michael Zellner | 880 | 144 | 304 | 720 | 28 | 28 | 0 | 3 | 3 | 0 | 1 |

SB=Sick Bank Donation after hire

XXVI. 3

Treasurer's Office
Sick, Vacation, Personal & Birthday Schedule

January 1, 2020 thru December 31, 2020

JAN 19 2021

Sick Days

| Employee | Forward | 2020 | Sub Total | Used | Bank | Balance |
|------------------|---------|------|-----------|------|------|---------|
| Denise Proefrock | 148 | 12 | 160 | 0 | 0 | 160 |
| Sarah Cake | 2 | 12 | 14 | 8 | 0 | 6 |
| Lori Swartz | 129 | 12 | 141 | 0 | 0 | 141 |
| Denise Abramo | 75 | 12 | 87 | 3 | 0 | 84 |
| Michele Ackerman | 111 | 12 | 123 | 0 | 0 | 123 |
| Amanda Walkowiak | 1 | 12 | 13 | 3 | 0 | 10 |

Vacation Days

| Employee | Forward | 2020 | Sub Total | Used | Forfeit | Balance |
|------------------|---------|------|-----------|------|---------|---------|
| Denise Proefrock | 6 | 25 | 31 | 25 | 0 | 6 |
| Sarah Cake | 1 | 15 | 16 | 15 | 0 | 1 |
| Lori Swartz | 3 | 20 | 23 | 20 | 0 | 3 |
| Denise Abramo | 2.5 | 20 | 22.5 | 22.5 | 0 | 0 |
| Michele Ackerman | 1 | 20 | 21 | 13 | 0 | 8 |
| Amanda Walkowiak | 5 | 11 | 16 | 6 | 0 | 10 |

Personal & Birthdays

| Employee | Annual | Used | Forfeit | Balance |
|------------------|--------|------|---------|---------|
| Denise Proefrock | 5 | 5 | 0 | 0 |
| Sarah Cake | 5 | 5 | 0 | 0 |
| Lori Swartz | 5 | 5 | 0 | 0 |
| Denise Abramo | 5 | 5 | 0 | 0 |
| Michele Ackerman | 5 | 5 | 0 | 0 |
| Amanda Walkowiak | 5 | 5 | 0 | 0 |

2021 JAN 13 PM 4:00
NORTH TOWNSHAND NY

RECEIVED
CITY CLERK'S OFFICE

Assistant City Clerk-Treasurer
Denise Proefrock

XXVII /
JAN 19 2021

| Account# | Account Description | Fee Description | Qty | Local Share |
|----------|------------------------|--------------------------------|------|--------------------|
| A1255 | Minor Sales | Certified Copies - Marriage | 132 | 1,320.00 |
| | | Ward Maps | 7 | 7.00 |
| | | Sub-Total: | | \$1,327.00 |
| A1550 | Minor Sales | Public Pound Fee | 22 | 220.00 |
| | | Sub-Total: | | \$220.00 |
| A1603 | Misc. Fees | Birth Certificates | 333 | 3,330.00 |
| | | Death Certificates | 1179 | 12,060.00 |
| | | Deaths Recorded | 172 | 0.00 |
| | | Free Birth Certificates | 2 | 0.00 |
| | | Free Death Certificates | 2 | 0.00 |
| | | Geneology Birth | 3 | 33.00 |
| | | Geneology Death | 11 | 121.00 |
| | | Geneology Search | 3 | 33.00 |
| | | Replacement Death Certificates | 16 | 16.00 |
| | | Sub-Total: | | \$15,593.00 |
| A1980 | Minor Sales | City Market | 119 | 40,175.00 |
| | | Sub-Total: | | \$40,175.00 |
| A2110 | Planning & Zoning Fees | Board of Appeals App. | 18 | 900.00 |
| | | Planning - Rezoning | 9 | 900.00 |
| | | Terrace Park. Permit | 22 | 110.00 |
| | | Terrace Parking App | 2 | 40.00 |
| | | Sub-Total: | | \$1,950.00 |
| A2410 | Minor Sales | Boathouse 2020 | 23 | 22,700.00 |
| | | Sub-Total: | | \$22,700.00 |
| A2501 | Minor Sales | Solicitors Permit - Yearly | 8 | 200.00 |
| | Permit Fees | Chicken Permits | 10 | 250.00 |
| | | Christmas Tree Permit | 1 | 1.00 |
| | | Food Truck | 3 | 170.00 |
| | Snowplow Permit | Snowplow Permit | 29 | 1,145.00 |
| | | Sub-Total: | | \$1,766.00 |
| A2505 | Marriage License Fee | Marriage License Fee | 93 | 1,627.50 |
| | | Sub-Total: | | \$1,627.50 |
| A2506 | Conservation | Conservation | 30 | 133.25 |
| | | Sub-Total: | | \$133.25 |
| A2508 | Miscellaneous | Miscellaneous | 1 | 100.00 |
| | | Sub-Total: | | \$100.00 |
| A2540 | Racing & Wagering Fees | Bingo Proceeds | 25 | 425.82 |
| | | Sub-Total: | | \$425.82 |
| A2541 | Racing & Wagering Fees | Bell Jar License | 6 | 60.00 |
| | | Sub-Total: | | \$60.00 |
| A2542 | Dog Licensing | Exempt Dogs | 10 | 0.00 |

| Account# | Account Description | Fee Description | Qty | Local Share |
|--|---|---------------------|----------------------------------|---------------------|
| | | Female, Spayed | 1049 | 9,441.00 |
| | | Female, Unspayed | 69 | 1,173.00 |
| | | Male, Neutered | 916 | 8,244.00 |
| | | Male, Unneutered | 99 | 1,683.00 |
| | | Replacement Tags | 6 | 18.00 |
| | | Sub-Total: | | \$20,559.00 |
| A2610 | Minor Sales | Parking Tickets | 223 | 36,550.00 |
| | | Sub-Total: | | \$36,550.00 |
| Total Local Shares Remitted: | | | | \$143,186.57 |
| Amount paid to: | New York State Comptroller's Office | | | 90.00 |
| Amount paid to: | New York State Department of Health | | | 2,092.50 |
| Amount paid to: | NYS Ag. & Markets for spay/neuter program | | | 2,469.00 |
| Amount paid to: | NYS Environmental Conservation | | | 2,011.75 |
| Total State, County & Local Revenues: | | \$149,849.82 | Total Non-Local Revenues: | |
| | | | \$6,663.25 | |

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

1/4/2021

Date



City of North Tonawanda

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

XXXII

JAN 19 2021

January 14, 2021

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

Re: Foreclosure Prevention Outreach services

Honorable Body;

On December 8, 2020, the City published a request for proposals (RFP) for firms capable of assisting the City with the implementation of a Foreclosure Prevention Outreach Plan. This Plan is a deliverable item related to the Local Initiative Support Coalition (LISC) Zombie Property Prevention grant awarded to the City in 2019. Proposals from interested firms were due to be received by the City on January 5, 2021.

The City received one proposal from Belmont Housing Resources for WNY (Belmont). Belmont is a non-profit housing agency which provides services including; housing counseling, financial education, property management, and housing program administration. Upon review of the proposal, Belmont demonstrated sufficient experience to meet the scope of services outlined in the RFP and successfully create and implement the Foreclosure Prevention Outreach services.

Belmont has proposed a fee of \$8,000.00 to provide the Foreclosure Prevention Outreach Plan. This fee will be covered out of LISC grant funds with no direct cost to the City.

I hereby respectfully request the Common Council authorize the Mayor to enter into contract with Belmont Housing Resources for WNY, pending review by the City Attorney, for Foreclosure Prevention Outreach Plan at the proposed fee of \$8,000.00.

Thank you for time and consideration.

Kindest regards,

Michael Zimmerman
Director

Enclosed: Belmont Housing Resources Proposal

2021 JAN 14 AM 10:42
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

BELMONT HOUSING RESOURCES FOR WNY RESPONSE TO RFP CITY OF N. TONAWANDA
FORECLOSURE OUTREACH PLAN

Date: January 5, 2021

**To: Michael Zimmerman
Executive Director
Lumber City Development Corporation

City of North Tonawanda
500 Wheatfield Street
North Tonawanda, NY 14120
716-695-8580 ext 5515
mzimmerman@lumbercitydc.com**

**From: Belmont Housing Resources for WNY
2393 Main Street Buffalo, NY 14214
(716) 884-7791**



City of North Tonawanda

Foreclosure Outreach Plan

Belmont History and Experience

Founded in 1977, Belmont Housing Resources for WNY is the leading advocate for quality affordable housing in Western New York, providing services to more than 13,000 families annually. In addition to Housing Choice Voucher program administration, Belmont's services include housing development, restoration, property management, consulting with municipalities and other non-profits, and housing counseling and financial capabilities.

Belmont operates the largest and most diversified HUD Housing Counseling Program in Erie County, NY. Our staff of 15 advises over 2,000 low-to-moderate income households annually. Belmont was recognized as a leader in housing & financial programming by the national nonprofit Prosperity Now and was chosen as a Community Champion for 2018-2020. Since becoming a HUD Housing Counseling Agency in 1999, Belmont obtained and has maintained the contract to administer a comprehensive counseling program for the Erie County Consortium Communities, as well as the Towns of Amherst, Hamburg, Cheektowaga, and Tonawanda and has been Funded by the State and Attorney General for foreclosure counseling services since 2008.

Experience/Foreclosure Counseling

Belmont's Past Experience/ Services provided / High Production Number in Population Served

Belmont provides full loss mitigation assistance in accordance with HUD and National Industry Guidelines. We educate, provide referrals to community resources and legal services, and assist families with loss mitigation applications and negotiations. Counseling staff also provide complementary services such as financial education, budget and credit counseling, rental, and HECM counseling, along with referrals to community resources. Although our primary focus is to help low to moderate income households maintain personal wealth, the negative effect that foreclosures can have on a community's economic development and neighborhood stabilization lead us to serve any client in need of our services, regardless of income level. Income is not necessarily an indicator of good money management skills, and hardships can happen to anyone. All can benefit from housing counseling and foreclosure prevention services.

Since the HOPP program began, Belmont counseling staff have counseled over 2,200 households on home retention and disposition options. More than 50% of these involved assembling, creating, and submitting loss mitigation applications (and/or NYS-MAP applications) and negotiating workouts.

Past Contractual Foreclosure Funding History

- 1999: Obtained HUD Certification and began providing Comprehensive Housing Counseling
- 2008: A sub-grantee of SONYMA for the National Foreclosure Mitigation Counseling (NFMC) Program; received through program end.

- 2008: Lead applicant - New York State Banking Department Foreclosure Prevention Services Grant
- 2010: Funded through the NYSHCR Foreclose Prevention Program allowing the addition of two full-time dedicated foreclosure staff
- 2012: Received Attorney General's Homeowner Protection Program (HOPP) Grant (high performer/timely submission and accurate reporting). We recently finished our 8th year of HOPP program participation and have received funding for year 9.
- 2017: Partnered with five local municipalities in OAG Zombie initiatives, providing additional outreach and data tracking of homes in default and foreclosure
- 2017: Partnered with National Community Capital/SONYMA, providing outreach and loan modification packaging and closing services
- 2019: Partnered with Town of Cheektowaga for Zombie Initiative 2.0, providing outreach; data tracking

Additional Foreclosure Prevention Work and Advocacy

In addition to our one-on-one counseling services, Belmont actively works on outreach activities and public events.

- Belmont is active in several coalitions that provide additional outreach opportunities (community fairs and speaking engagements) including CASH Buffalo, Mobile Safety Net, local church fairs, Board of Realtor events, and free-tax preparation sites.
- We serve on the Steering Committee advocating for continued Homeowner Protection Program (HOPP) funds state-wide.
- We conduct regular outreach with elected officials, such as NYS Assembly Members and Senators, as well as with municipal supervisors, to ensure they are informed of our services and to advocate for continued HOPP funding.
- Since 2015 Belmont has conducted regular outreach mailings to defaulted homeowners in WNY, using NYS Department of Financial Services database.
- 2017-2019: Participated on six Municipal Zombie Task Forces and tabled at five outreach events held by municipalities.
- Since 2016, Senior Housing Programs Manager has served as Treasurer of Coalition of NYS Housing Counseling agencies, called "HomeSmartNY," which provides an annual conference for networking and training for Housing Counselors.
- In 2014 we participated in a local "Everything Homeownership" event sponsored by a local city councilman.
- We hosted the Department of Financial Services Mobile Foreclosure Relief Unit at our office June 2012; coordinated and participated again with event in October of 2013.
- Co-chair of the Predatory Lending Taskforce, Senior Housing Programs Manager facilitated the 2012 event "Civil Rights Aspect of Sustainability," where she spoke on Predatory Lending and Fringe Banking Services and their effect on targeted communities. In 2010 the task force organized a "Scams" event which was targeted to human service workers who may encounter people who are in mortgage default. The event featured the growing issue of Foreclosure Rescue Scams and

covered available loss mitigation options including the Making Home Affordable Program. BHR's Housing Programs Manager presented at the event

- Bank of America reached out to their defaulted homeowners and held a two-day event at BHR's main office in late 2011 which was attended by over 60 homeowners; 25% of the attendees received same day workouts.
- From 2008 through 2012 Belmont helped organize, participated in, and acted as guest speaker in five "Operation Protect Your Home" events sponsored by local State Assemblyman.

Proposed City of North Tonawanda Outreach

From our experience and in working with agencies across the State the most effect outreach has been direct mailings, referrals from community-based organizations and leaders, and using Social Media.

1. Search Department of Financial Services (DFS) database monthly for defaulted homeowners; conduct mailings to each household with return service requested to obtain address changes. Conduct mailing to new address if applicable as there may be a homeowner e-mail or a phone number listed in the database. Belmont will work with municipality on design and content of letter for mailing, letterhead, and envelope.

Currently there are 191 household who were in Default in 2020, but this does not include the people currently in a forbearance plan who are not in default but have the real possibility of being in default once their forbearance plan is lifted.

If no response from homeowner, cross-reference with County and Town tax records to assess if another address listed. Check County records for last lien holder (investor) on record. Determine if the unit is likely owner occupied or investment property. Belmont will then reach out to legal partner agencies to see if homeowner has contacted them.

2. Belmont will create flyers which if requested will contain City of N. Tonawanda logo's and distribute to community leaders, legislators and City officials who are likely to receive calls.
3. Belmont will use social media such as Facebook and Twitter, and coordinate with the City's social media to advertise services. Additionally, Belmont is part of the Consumer Financial Protection Bureau's foreclosure campaign: "Not OK? That's OK." Additionally, the availability of Belmont's services is promoted through the CFPB's website.
4. Outreach to human service agencies that provide services to the community and may have clients in need of foreclosure prevention. Belmont will provide posters/flyers and ask them to share on social media. Examples of partner agencies include the United Way of Greater Niagara; YWCA; Niagara Community Action; and Salvation Army Tonawanda Corps.

5. Belmont will work with City to produce press releases that will be sent to local papers and ask that they also share it on social media, including the Twin Cities Sun and Niagara Gazette
6. Belmont will use neighborhood-based social media outlets, such as NextDoor, to inform the community about the availability of the services.
7. Belmont will reach out to school officials and request that school systems and parent groups consider listing the flyers on their social media and distribute to teachers and officials.

Data Tracking

Maintain an Excel database to track progression of default/foreclosure and service transfers.

From NYS Department of Financial Services Belmont staff will create and maintain an Excel database to track progression of default/foreclosure and service transfers and provide the reports to City officials quarterly. Monitor DFS database for notation of foreclosure filings. Once a Notice of Foreclosure (*lis pendens*) is filed, it is public record and information listed below can be shared with Town. Belmont will continue to track the progression of the foreclosure. Once the date is set for initial settlement conference (court mediation) Belmont will send mailing specific to appearance at conference.

Quarterly reports will also be supplied to the town on clients served, demographics, and outcomes of counseling services.

Once the settlement conference is scheduled, more complete information on current lien holder and servicer is available via e-filed court documents. Belmont staff will be track foreclosure progression along with the outcome of settlement conference. By tracking this, we will know the lender before they take possession and responsibility for property.

If resolution/cancelation of foreclosure action achieved, Belmont will monitor progression of foreclosure sale to granting of Judgment of Foreclosure & Sale and subsequent date of foreclosure auction.

Counseling Provided Free of Charge

Counseling provided to clients are at no cost to the City of North Tonawanda and will be compensated through the State Attorney General Homeowner Protection Program Funds. Counseling includes:

- Gathering demographic information
- Budget and credit review
- Identifying benefits and income supports family may qualify for
- Gathering required documents and completing loss mitigation applications
- Contact with lender on family's behalf / submission of loan modification packet
- Negotiating with lender and holding lender accountable to Federal and State regulations

- Once mortgage workout is offered, reviewing agreement with family, and assisting with execution/notarization of agreement

If family is unable to keep the home, Belmont counselor helps family develop exit strategy, which may include outright sale, Short Sale, Deed in Lieu of foreclosure, and locating affordable rental opportunities.

Currently paid for by Attorney General Funding and Town Contract. Funding from State may end January 15, 2021 we have a verbal commitment to July 15, 2021 but will keep you abreast of changes in this funding.

Staffing

Belmont continues to maintain the most experienced and highly trained staff, not only locally, but nationally. Staff have been called upon to speak as experts in their fields at local, state, and national conferences. Staff are required to complete at least 10 hours of continuing education annually and are not permitted to provide counseling services without getting a certification in that subject matter. Belmont strongly feels that since counselors are advising and assisting families in making critical life decisions, it is imperative they are experts in the subject matter.

Staff that will be providing services Specific to our Foreclosure Services Include (Full Bios Attached):

| Staff | Title | Years' Experience |
|-------------------------|---------------------------------|-------------------|
| Sandy Becker | Senior Housing Programs Manager | 29 |
| Karyn Hausknecht-Yetman | Housing Programs Manager | 19 |
| Gail Londner | Housing Counselor/Foreclosure | 9 |
| Katelyn Militello | Housing Counselor/Foreclosure | 5 |

Belmont Housing Resources for WNY Foreclosure Zombie Prevention Budget

Outreach and Counseling Budget

Costs of Providing Services: A schedule of costs for the services to be provided follows, including hourly rates for labor and the method for calculating all other costs. Project cost is based on a rate of \$38.00 per hour, which includes an average salary rate/ benefits of counselors; supervision/management; as well as indirect costs. Proposal based on a period of 16 months.

| Data Tracking | | |
|---|----------------|-----------|
| Research and compile data from DFS Database and Erie County Records of homes in default and/or foreclosure and report to City; Maintain and | 100hrs@\$38.00 | \$3800.00 |

BELMONT HOUSING RESOURCES FOR WNY RESPONSE TO RFP CITY OF N. TONAWANDA FORECLOSURE OUTREACH PLAN

| | | |
|--|----------------------|------------------|
| update an excel database, researching status of homes in foreclosure and lenders on record bi-monthly (8 times). | | |
| Outreach | | |
| Staff time Conducting monthly mailings to database (13) | <i>32.5hrs@38.00</i> | \$1235.00 |
| Postage: Cost of monthly mailings (estimate based on current number); 200 pieces per month | <i>200X13@.55</i> | \$1430.00 |
| Cost of Staff time of developing materials (flyers, press releases; post to Facebook); Staff time of outreach to community; Working with Organizations and City of North Tonawanda on Social Media posts | <i>30hrs@38.00</i> | \$1140.00 |
| Supplies: paper/envelopes/copies | | \$395.00 |
| Total Outreach Costs | | \$8000.00 |

Sandra Becker, Senior Housing Programs Manger 1998-Present

Sandra brings to Belmont’s counseling and referral service 28 years of renter and home ownership experience. Since 1998 as program administrator, Sandra is responsible for developing program strategic goals and objectives and ensures that these goals are met. Additionally, she compiles and writes grant applications and composes program reports and acts as agency contact for housing counseling contracts. She implements program development and monitors compliance ensuring that the program is upholding comprehensive housing counseling services in accordance with HUD housing counseling guidelines.

She co-chairs HOUSE, Housing Agencies United to Serve Effectively, local chapter of NYS Coalition for Excellence in Homeownership Education (Home Smart NY) of which she is a Board Member and Serves as Treasurer; Member of NYS for Responsible Lending; and although does not practice maintains a NYS Real Estate License.

Previous Relevant Employment Experience (Full Time):

1993-1998 Housing Specialist Belmont Housing Resources for WNY; Provided Section 8 Case Management

1991-1993 Housing Advocate Polish Community Center; Advocated for home ownership in the east side.

1990-1991 Full-Time New York Real Estate Licensed Sales Person, Century 21

Education and Certifications

| | |
|--|------|
| BA University of Buffalo Urban Studies/Public Policy | 1990 |
| New York State Real Estate Sales Person and Broker Class | 1992 |
| Comprehensive HUD Housing Counseling Certification, Catholic University | 1998 |
| AARP/NeighborWorks Advanced HECM Training HECM Protocol | 2008 |
| Canisius College School of Management-Leadership Program for Woman | 2008 |
| Dale Carnegie Leadership Training for Managers | 2010 |
| Homeownership Counseling Certification for Programs Manager and Executive Directors-Neighbor Works | 2014 |
| HUD Housing Counseling Certification | 2020 |

Continuing Education 2017-2020

Uncle Sam has Homes for Sale: Listing and Selling HUD Homes -Real Estate CE Shop (test) 2017

Code of Ethics: Good for your Clients and Your Business- Real Estate CE Shop (test) 2017

Breaking Barriers: Fair Housing- Real Estate CE Shop (test) 2017

Advocating Short Sales for Clients- Real Estate CE Shop (test) 2017

Keeping it Honest: Understanding Real Estate and Mortgage Fraud- Real Estate CE Shop (test) 2017

Did you Serve? Identifying Homebuying Advantages for Veterans- Real Estate CE Shop (test) 2017

Core Competencies for HUD Certification, RCAC PBT, Buffalo, NY (test) 2017

Home Owner Flood Insurance, Mckissock Real Estate School 2019

Using Retirement to Purchase Real Estate, Mckissock Real Estate School 2019

Using Video to Market Services, Mckissock Real Estate School 2019

New York Fair Housing Law, Mckissock Real Estate School 2019

How to Work with Real Estate Investors, Mckissock Real Estate School 2019

Real Estate Investing, Mckissock Real Estate School 2019

**Karyn Hausknecht-Yetman, Housing Programs Manager (HPM), Housing Counseling and FSS
2002 – Present (January 2011, promoted to HPM)**

As a Housing Programs Manager, Ms. Hausknecht-Yetman is responsible for leading the team that provides comprehensive housing counseling services. This entails employee management, program development, goal planning, and assisting with counseling when needed. Her background consists of financial management and homeownership counseling for low to moderate-income individuals and families. She is a member of the Creating Assets, Savings, and Hope for Buffalo & Erie County (CASH Buffalo), and a member of the steering committee. Additionally, Ms. Hausknecht-Yetman serves as a volunteer site coordinator for the IRS Volunteer Income Tax Assistance (VITA) program.

With Ms. Hausknecht-Yetman’s background conducting seminars and counseling clients one-on-one on a variety of housing issues, (including pre-purchase home buying, post-home ownership, and foreclosure prevention), she has been requested to speak at various local, statewide, and national conferences and seminars. A few of these engagements include the Asset for Independence Act University for Grantees, Northeastern Family Strengthening Conference, New York State Association for the Education of Young Children Conference, the WNY Women’s Foundation Pathways to Progress Speakers Series, the American Association for University Women, HomeSmart NY Annual Conference, and the WNY Developmental Disabilities Awareness Day. On multiple occasions Hausknecht-Yetman has been asked to speak on the National House Resource Center’s Leader’s in Housing Counseling network call. Additionally, she is a member of the United Way of Buffalo & Erie County’s Speakers Bureau.

Previous Relevant Employment Experience (Full Time)

2001 – 2002 AmeriCorps*VISTA – Prosperity Now, Individual Development Account (IDA) Program Manager, New Opportunities, Waterbury, CT

2002 – 2011 Belmont Housing Resources for WNY - Housing Counselor

| <i>Education & Certifications</i> | |
|--|------|
| State of New York College at Potsdam, BA Political Science/Women’s Studies | 2000 |
| NCHEC Post-Purchase Homeownership Education Certification | 2006 |
| NCHEC Foreclosure Intervention and Default Counseling Certification | 2008 |
| AFI Resource Center Content & Skills for Effective & Engaging Financial Education | 2010 |
| NCHEC Homeownership Counseling for Program Managers and Executive Directors | 2011 |
| NCHEC Financial Capability Certification | 2014 |
| Learning to Work it Out Instructor Certification, Dr. Steve Parese | 2015 |
| Family Self-Sufficiency Specialist, Nan McKay | 2016 |
| HUD Certified Housing Counselor Exam, ID UAVQJX | 2019 |
| <i>Continuing Education 2017 - 2020</i> | |
| Race Matters Institute, JustPartners Inc. | 2017 |
| ED101el: Community Economic Development Principles, Practices and Strategies, NW | 2018 |
| ML131el: Essential Skills for Supervisors, NW | 2018 |
| ML162el: Marketing Your Programs and Organization, NW | 2018 |
| Trauma Informed Care, University at Buffalo and Institute of Women and Ethnic Studies | 2018 |
| Co-Creating Well-Being Phase I: Supporting Children and Families Through Trauma, Health Foundation For Central & Western New York (HFCWNY) | 2019 |
| Co-Creating Well-Being Phase II: Engaging Communities, (HFCWNY) | 2019 |
| HO200: Ready, Set, Prep: Tackling the HUD Counselor Exam Step by Step, NW | 2019 |
| HO206el: Mortgage Math Made Simple for Homeownership Professionals, NW | 2019 |
| HO210: Practice, Study, Success: Test Strategies for HUD’s Counselor Certification Exam, NW | 2019 |
| Decolonizing Evaluation Webinar Series, UNIDOS | 2020 |

Gail Londner – Foreclosure Prevention/Homeownership Counselor 2013-Present

As a Foreclosure Counselor, Gail works closely with individuals in mortgage default and their mortgage servicers to develop sustainable resolutions to their situations. She works closely with Belmont’s legal partner agencies on cases that are in settlement conference (court mediation) or are in need of legal assistance. Gail keeps abreast of changes in the mortgage default servicing industry in order to provide the most current and accurate information to clients.

Previous Relevant Work Experience-

| | |
|--|-----------|
| The Service Collaborative of Western New York/Belmont Housing: Opportunity Corps Member | 2012-2013 |
| The Service Collaborative of Western New York/Catholic Charities: Opportunity Corps Member | 2011-2012 |

Education and Certifications-

| | |
|---|------|
| State University New York at Buffalo, BA Psychology | 2009 |
| Foreclosure Intervention and Default Counseling Certification, NCHCEC | 2019 |
| Financial Capabilities, NCHCEC | 2018 |
| Homeownership Counseling, NCHCEC | 2019 |
| Pre-purchase Homeownership Education, NCHCEC | 2019 |
| HUD Housing Counseling Certification | 2020 |

Continuing Education

| | |
|---|------|
| Homeowners Facing Foreclosure Who Seek Help Late in the Game, HOPP Webinar | 2018 |
| What Foreclosure Advocates Should Know About Estate Administration, HOPP Webinar | 2018 |
| Primer on Surplus Proceedings for Foreclosure Prevention Advocates, HOPP Webinar | 2018 |
| Homebuyer Education Methods: Training the Trainer, NW, NTI, Pittsburgh PA | 2018 |
| Trauma Informed Care, Parts I & II, University at Buffalo Trauma Institute | 2018 |
| Foreclosure Basics, NW, Online Course | 2019 |
| Mortgage Lending Fundamentals for Homeownership Professionals, NW, Online Course | 2019 |
| Student Loan Basics, NW, Online Course | 2019 |
| FHA’s Loss Mitigation Options for Borrowers Affected by COVID 19, Webinar | 2020 |
| NCRC Foreclosure and Eviction Mortgage Update, Webinar | 2020 |
| Reverse Mortgage Update: Options for Borrowers and Surviving Non-Borrowing Spouses, Webinar | 2020 |
| FHA Updated Guidance for Home Equity Conversion Mortgages during COVID- 19, Webinar | 2020 |
| Freddie Mac COVID Relief Options, Webinar | 2020 |
| NCLC COVID-19 and Mortgage Relief for Homeowner’s CARES Act Protections, Webinar | 2020 |
| NCLC Forbearance Options and CARES Act Requirements, Webinar | 2020 |
| NCLC Reverse Mortgage Foreclosures Issues in the COVID-19 Pandemic, Webinar | 2020 |
| NCLC An Introduction to CARES Post-Forbearance Options, Webinar | 2020 |
| Home Keeper Ruining Successful Online Gatherings, Webinar | 2020 |
| Chase Home Lending COVID-19 Response, Webinar | 2020 |
| COVID-19 and CARES Act Mortgage Relief Options, Webinar | 2020 |

July

| | |
|--|------|
| Wells Fargo Focus on Home: Tips and Tools for Housing Counselors, Webinar | 2020 |
| Caring for Borrowers Outside the CARES Act: A Closer Look at Privately Held Loans, Webinar | 2020 |
| Fannie Mae’s COVID-19 Response for Housing Counselors, Webinar | 2020 |
| FHA’s COVID-19 Loss Mitigation Options, Webinar | 2020 |
| Freddie Mac’s FICO Score Fundamentals, Webinar | 2020 |
| NCRC Foreclosure Prevention Counseling Updates, Webinar | 2020 |
| Wells Fargo Focus on Home: How housing counselors are responding to COVID-19 | 2020 |

Katelyn Gravel-Militello – Foreclosure Prevention/Homeownership Counselor 2019-Present

As a Foreclosure Counselor, Katelyn works closely with individuals in mortgage default and their mortgage servicers to develop sustainable resolutions to their situations. She works closely with Belmont’s legal partner agencies on cases that are in settlement conference (court mediation) or are in need of legal assistance. Katelyn keeps abreast of changes in the mortgage default servicing industry in order to provide the most current and accurate information to clients.

Previous Relevant Work Experience-

| | |
|---|-----------|
| Belmont Housing Resources of WNY- Housing Specialist (Senior) for Section 8 Program | 2016-2019 |
| Belmont Housing Resources of WNY- Eligibility Specialist for Section 8 Program | 2015-2016 |
| Housing Opportunities Made Equal- Tester | 2017-2019 |

Education and Certifications-

| | |
|---|------|
| State University New York at Buffalo, BA Communication minor in Sociology | 2014 |
|---|------|

Continuing Education

| | |
|---|------|
| Trauma Informed Care Parts I & II, University at Buffalo Trauma Institute | 2018 |
| Mortgage Lending Fundamentals for Homeownership Professionals, NW, Online Course | 2019 |
| Understanding Credit Reports and Credit Scoring, NW, Online Course | 2019 |
| Mortgage Math Made Simple for Homeownership Professionals, NW, Online Course | 2019 |
| Delivering Effective Financial Education, NW, Online Course | 2019 |
| Avoiding Foreclosure-Building Competency in Housing Counseling, NW, Online Course | 2020 |
| Fair Housing Competency, NW, Online Course | 2020 |
| Tenancy- Building Competency in Housing Counseling, NW, Online Course | 2020 |
| FHA’s Loss Mitigation Options for Borrowers Affected by COVID 19, Webinar | 2020 |
| NHRC- Homebuying during Covid-19, Webinar | 2020 |
| NCRC Foreclosure and Eviction Mortgage Update, Webinar | 2020 |
| Freddie Mac COVID Relief Options, Webinar | 2020 |
| NCLC COVID-19 and Mortgage Relief for Homeowner’s CARES Act Protections, Webinar | 2020 |
| NCLC Forbearance Options and CARES Act Requirements, Webinar | 2020 |
| NCLC An Introduction to CARES Post-Forbearance Options, Webinar | 2020 |
| COVID-19 and CARES Act Mortgage Relief Options, Webinar | 2020 |
| Wells Fargo Focus on Home: Tips and Tools for Housing Counselors, Webinar | 2020 |
| Fannie Mae’s COVID-19 Response for Housing Counselors, Webinar | 2020 |
| FHA’s COVID-19 Loss Mitigation Options, Webinar | 2020 |
| Freddie Mac’s FICO Score Fundamentals, Webinar | 2020 |
| NCRC Foreclosure Prevention Counseling Updates, Webinar | 2020 |
| Advanced Foreclosure Case Study Practicum, NW, Online Course | 2020 |
| Freddie Mac Webinar: MGIC/BHC’s: Mortgage Insurance & Sustainable Homeownership | 2020 |
| Counseling Rural Clients on Eviction and Foreclosure Amidst COVID-19, NW, Webinar | 2020 |
| NCRC Navigating Foreclosure: Preparation and Response -Fundamentals of Foreclosure Counseling | 2020 |
| Wells Fargo Virtual Community Conversation for the State of New York | 2020 |
| Urban Institute- Measuring the Crisis: Housing Data during the COVID-19 Pandemic, Webinar | 2020 |

CFO - A.

JAN 19 2021

January 08, 2021

To: Hon. Mayor Arthur Pappas & Common Council,

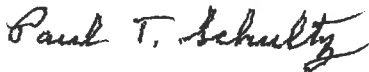
Re. Pavilion Request

Honorable Body:

The Conrad F. Kania Detachment of the Marine Corps League hereby requests a waiver of the fee normally charged to use the large pavilion behind our Monument located in the Raymond Klimek Veteran's Park on August 14, 2021 from 9:00am to 2:00pm for our summer picnic. We are expecting many Marines to attend this years picnic from the Western New York area.

Thank you for your consideration.

Sincerely,



Paul T. Schultz, Jr. PastCommandant

2021 JAN 18 PM 1:30
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

CFD-B

JAN 19 2021

Date Jan 13, 2021

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

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North Tonawanda. Thank you.

Sincerely,



Name: Frank DiBernardo

Address: 19 Niagara Circle
N.T. NY 14120

Phone: (716) 622-1181

RECEIVED
CITY CLERK'S OFFICE
2021 JAN 14 4:25
NORTH TONAWANDA NY

JAN 19 2021

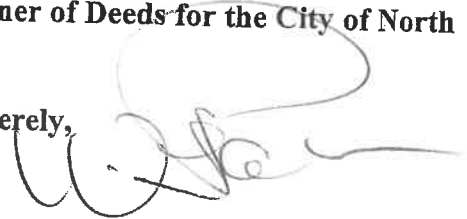
Date 1/13/21

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

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North Tonawanda. Thank you.

Sincerely,



Name: William H. Pater

Address: 260 Oliver St

N.T., N.Y. 14120

Phone: 716-208-5211

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 14 AM 8:30
NORTH TONAWANDA NY

CFO-C.

JAN 19 2021

Date 1/13/21

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

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North Tonawanda. Thank you.

Sincerely,

Eric Zedelick

Name: Eric Zedelick

Address: 927 Falment ave

Phone: 440-7793

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 14 AM 9:29
NORTH TONAWANDA NY

JAN 19 2021

Date JAN 13 2021

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

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North Tonawanda. Thank you.

Sincerely,



Name: ROBERT E. PECORARO

Address: 262 CHRISTIANA ST.

N. TONAWANDA NY 14120

Phone: 716-696-2851

2021 JAN 14 AM 9:30
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

THEODORE J. PYRAK
ATTORNEY AT LAW
PO BOX 12
NORTH TONAWANDA, NEW YORK 14120-0012

OFFICE #: (716) 873-2900

afg-D.

421 Payne Avenue
North Tonawanda, NY

JAN 19 2021
FAX #: (716) 873-2431
E-mail: attorney@pyrak.com

January 13, 2021

**Common Council
City of North Tonawanda
216 Payne Street
North Tonawanda NY 14120**

Re: Commissioner of Deeds

Gentlemen:

This letter is to request that the following persons, who work in my office, be reappointed to act as Commissioner of Deeds, with their term ending, March, 2023:

Renewal - Mary Ann Pyrak – Office Manager
45 Grant Road
Snyder, New York 14226

Renewal - Donna J. Vaccaro – Secretary
119 Greeley Street
Buffalo, New York 14207

Thank you.

Very truly yours,

Theodore J. Pyrak

TJP:djv

RECEIVED
CITY CLERK'S OFFICE

2021 JAN 15 PM 12:19
NORTH TONAWANDA, NY