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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

## **COMMON COUNCIL WORKSHOP AGENDA**

November 18, 2022

The following meeting has been scheduled for **TUESDAY NOVEMBER 22, 2022:**

<b>6:30 PM Special Session</b>	<b>Re: Proposed Collective Bargaining Agreement between North Tonawanda Professional Firefighters, IAFF Local 1333, and City of North Tonawanda</b>
<b>6:45 PM Mayor Tylec</b>	<b>Re: PILOT – Carousel Apartments</b>
<b>7:00 PM Joe Marranta</b>	<b>Re: Dyngus Day Parade</b>
<b>7:15 PM Common Council</b>	<b>Re: General Discussion</b>

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer

# City of North Tonawanda

SS. #1

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

EDWARD A. ZEBULSKE, III  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

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

**NOV 22 2022**

November 18, 2022

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

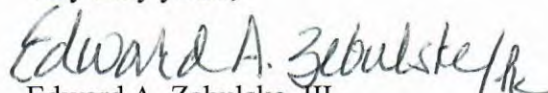
RE: Proposed Collective Bargaining Agreement between North Tonawanda  
Professional Firefighters, IAFF Local 1333, and City of North Tonawanda

Dear Honorable Body:

Attached, for your consideration, are the new terms of the proposed collective bargaining agreement between the North Tonawanda Professional Firefighters IAFF Local 1333 and the City of North Tonawanda. The City and the NTPFA met on numerous occasions over the past several months to negotiate the new agreement, and the amendments are hereby attached. The current agreement was extended during COVID and expires on December 31, 2022. Please note that the proposed term is five (5) years, beginning January 1, 2023.

Should your Honorable Body concur, please pass a resolution approving the changes to the collective bargaining agreement, subject to any further review by the City Attorney.

Very truly yours,

  
Edward A. Zebulske, III  
City Attorney

EAZ/lk  
Att.

cc: Donna L Braun, City Clerk-Treasurer

RECEIVED  
CITY CLERK'S OFFICE

2022 NOV 18 AM 11:21  
NORTH TONAWANDA NY

# NORTH TONAWANDA PROFESSIONAL FIREFIGHTERS IAFF LOCAL 1333 & THE CITY OF NORTH TONAWANDA COLLECTIVE BARGAINING AGREEMENT

## Section 1.2

### Term and Modification

The term of this agreement begins at 12:01 AM on ~~January 1, 2016~~ and continues until midnight ~~December 31, 2020~~.

If either party desires to modify this Agreement, it shall give official notice thereof to the other party not earlier than ~~May 1, 2019~~ no later than ~~June 1, 2019~~.

### **5-year deal**

- Begins 12:01 on January 1<sup>st</sup>, 2023
- Expires at midnight December 31<sup>st</sup>, 2027
- Official notice May 1, 2027 no later than June 1, 2027

## Section 1.4

### Interpretation

#### **Section 1.41 new language**

- This agreement is adopted on the premise of a fully staffed department and no platoon shall be discriminated against due to lowered staffing levels caused by but not limited to worker's compensation, injury, illness or vacancy.

## Section 5.7

### Assignments

~~An employee temporarily assigned for one half shift or more (five (5) hours or more on the day shift, seven (7) hours or more on the night shift) shall be compensated at no lower a step in the rank to which he is assigned than that which he currently holds in his regular rank. Such out of title pay shall be paid to such employee for each hour, over one half of a shift, worked at the higher rank.~~

#### **Section 5.7 Assignments**

- An employee temporarily assigned to an out-of-title position shall be compensated at no lower than the rank to which the member is temporarily assigned to. Such out-of-title pay shall be paid to such an employee for each hour worked at the higher rank.

Section 6.0  
Schedules

**Section 6.21**

The normal day shift shall begin at ~~8:00 A.M.~~ and end at ~~6:00 P.M.~~ The normal night shift shall begin at 6:00 P.M. and end at 8:00 A.M. on the following day.

- The normal day shift shall begin at 7:00 AM and end at 5:00 PM. The night shift shall begin at ~~5:00 PM~~ and end at ~~7:00 AM~~ on the following day.

**Section 6.22**

In accordance with present practice, employees may relieve each other between 6:30 A.M. and ~~8:00~~ A.M. and between 4:30 P.M. and ~~6:00~~ P.M., whichever applies, but an employee on duty may not go off duty until relieved.

- In accordance with present practice, employees may relieve each other between 6:30 and 7:00 AM and between 4:30 and 5:00 PM whichever applies, but an employee on duty may not go off duty until relieved.

**6.23 A**

~~To reduce hours scheduled by Appendix D from 42 hours per week to 40 hours per week, the present schedule has been amended effective January 1, 2009 and is projected to December 31, 2011 on the 10-14 hour schedule, and will replace the present schedule with the understanding that only a reduction of 110 hours per man will be allowed.~~

- To reduce hours scheduled from 42 hours per week to 40 hours per week, the present schedule includes the understanding that only a reduction of 110 hours per man will be allowed.

**Section 6.23 B**

- Each line employee shall be given a bank of one hundred ten (110) hours annually on January 1<sup>st</sup> to accomplish this reduction. Employees must schedule hours in complete shift increments of either ten (10) or fourteen (14) hours know as "flex days". All hours must be used prior to January 1<sup>st</sup> of the following year. Should a balance remain, that balance will be transferred to the employee's sick time balance.

**Section 6.23 C**

- Flex days will be applied based on the principles of a fully staffed department and a request to move a scheduled flex shift may not be denied due to a platoon being understaffed because of injury, illness, or vacancy. In the event a member requests to move a flex day, said member shall submit a completed flex day move request form. (appendix d)

**Section 6.23 D**

- Scheduling of the flex day will follow the vacation scheduling guidelines and shall not be subject to any other restrictions. Flex days will be scheduled following the vacation selection process listed in section 9.3. Flex day schedule will be posted January 1<sup>st</sup> of each calendar year.

#### Section 6.1

##### Platoon System (updated language)

If a permanent house vacancy exists on any platoon, including any officer position or relief driver position, the vacancy shall be posted conspicuously for ten (10) days prior to the assignment of an employee to fill said vacancy in order to allow all men in the department an opportunity to bid on said vacancy. The Fire Chief, with the approval of the Fire Committee or the Common Council, shall determine who shall be assigned to fill such vacancy. Seniority and suitability shall prevail when selecting a man for a permanent assignment. A permanent assignment shall be any assignment in excess of ninety (90) days. The Fire Chief shall award the permanent assignment, as provided in this section, within ~~forty (40)~~ days after posting.

The provisions of this section shall not be construed or interpreted to curtail the rights granted to management under Section 2.11 of this Agreement as such rights refer and apply to the assignment of personnel and filling vacancies.

A. The Fire Chief will post all permanent vacancies within ~~thirty (30)~~ days of the vacancy.

#### Section 6.13

- ....The Fire Chief shall award and assign the permanent assignment, as provided in this section, within twenty (20) days after posting.
- A. The Fire Chief will post all permanent vacancies within fifteen (15) days of the vacancy

#### Section 6.4

##### Deferred Overtime

If an employee reports to a fire call when he would normally be off-duty, he shall be credited with one hour of deferred overtime off for each hour or portion thereof that he is on duty. Said deferred overtime shall be credited at the ~~straight-time rate~~ and not the overtime rate. An employee reporting for duty on city parade day or for fire inspection shall be credited with a day off for each day on which he so reports at the ~~straight-time rate~~ of pay.

Employees shall be required to report for a minimum of twenty-four (24) hours per year of mandatory training as scheduled by the training officer during the course of the calendar year when such employee would otherwise not be on their regular tour of duty. Said mandatory training shall be credited at the ~~straight-time rate~~ of pay and not the overtime rate.

(The above Section 6.41 shall be effective from January 1, 1991. For the period from November 1, 1990, until December 31, 1990, said deferred overtime shall be credited at the overtime rate pursuant to an arbitrator's award issued August 31, 1990)

#### Section 6.41

- ....Said Deferred Overtime rate shall be credited at the straight time rate X 1.08 and not the overtime rate. An employee reporting for duty on city parade day or for fire inspection shall be credited with a day off for each day on which he so reports at the straight time rate X 1.08 of pay
- .....Said mandatory training shall be credited at the straight time rate X 1.08 of pay and not the overtime rate

## Section 6.5

### Distribution of Scheduled Extra Duty

#### **Section 6.51(g)**

- Employees working scheduled extra duty will be compensated at one and one half (1.5) times the deferred overtime rate.

#### **Section 6.57**

- Overtime requests for specialty teams as defined in section 13.2, will be tracked on separate overtime cards
- Any employee who is a member of a specialty team, and receives overtime fulfilling duties of that team, will be charged/tracked on the appropriate team's overtime card and not on the scheduled extra duty list.

## Section 7.0

### Annual Salaries

#### **Section 7.1**

- On January 1, 2023, salaries will be increased by 3% over 2022 levels.
- On January 1, 2024, salaries will be increased by 3% over 2023 levels.
- On January 1, 2025, salaries will be increased by 3% over 2024 levels.
- On January 1, 2026, salaries will be increased by 3.5% over 2025 levels.
- On January 1, 2027, salaries will be increased by 3.5% over 2026 levels.

## Section 7.2

### Narcotics Agent (new)

#### **Section 7.25**

- The narcotics agent and the alternate agent shall each receive an annual stipend of three hundred fifty (350) dollars, which will be paid on the first pay in December.

## Section 7.2

### Cost Recapture Program

#### **Section 7.24**

- Any employee who voluntarily resigns his or her position with the North Tonawanda Fire Department, not through injury or illness, prior to completion of five (5) years of service may be subject to the Cost Recapture Program. A copy of this agreement will be provided at the time of hire with a signature acknowledging the receipt of such recapture schedule.

### Section 9.3

#### Vacation Schedules

Not later than January 1<sup>st</sup> of each year, the Fire Chief shall post a list for each platoon showing the amount of vacation to which each employee will be entitled during the vacation year. The Fire Chief shall also post a blank vacation calendar for each platoon for the vacation year. Not later than February 1<sup>st</sup>, each employee shall indicate on the vacation calendar for his platoon the period or periods during which he desires to take his vacation. ~~An employee must select one or more vacation periods of not less than one calendar week each. Vacation shall be taken in periods of at least seven (7) consecutive days. However, employees with six (6) weeks' vacation may take four (4) weeks in shorter periods; employees with five (5) or more weeks may take three (3) weeks in shorter periods; employees with four (4) or more weeks may take two (2) weeks in shorter periods; and employees with three (3) or more weeks may take one (1) week in shorter periods, with the permission of the officer in charge. It is to be understood, however, that this week of vacation taken in less than seven (7) consecutive days shall not constitute more days off than the employee would have been entitled to had he taken his vacation in a period of seven (7) consecutive days.~~ If an employee fails to select all of the vacation to which he is entitled, the Fire Chief shall have authority to select and assign said vacation at the Chief's discretion.

#### Section 9.31

- Not later than November 1<sup>st</sup> of each year, the Fire Chief shall post a list for each platoon showing the amount of vacation to which each employee will be entitled to the following vacation year.
- ....Not later than December 1<sup>st</sup>, each employee shall indicate on the vacation calendar for his platoon the period or periods during which he desires to take his vacation for the following year.
- Once the vacation selection process has been completed, employees may divide any or all blocks into individual date requests.

### Section 10.5

#### Sick Bank (updated language)

Applications shall be made on the attached form Appendix J which is hereby incorporated into this Agreement. Use of the bank may be by more than one qualified employee at any given time. Each qualified employee is limited to a maximum of six hundred (600) sick leave hours from the bank on each incident involving illness or injury as described in paragraph 10.51 See Appendix J as made a part hereof.

#### Section 10.54

- Applications shall be made on the attached form (appendix M) which is hereby incorporated into this Agreement. Use of the sick bank may be by more than one qualified employee at any given time. Each qualified employee is limited to a maximum of six hundred (600) sick leave hours from the bank on each incident involving illness or injury as described in paragraph 10.51.

#### Section 11.13

Leaves of Absence with pay (updated language)

##### Section 11.13 (1)

- No more than three employees (2 off the same shift) are on leave for this purpose at the same time. LODD funerals will be exempt from this restriction.

As used in this paragraph, "immediate family" includes only spouse, child, parent, grandparent, grandchild, sister, brother, father-in-law, mother-in-law, and a person occupying the position of a parent of the employee or his spouse;

##### Section 11.13 (1)

- As used in this paragraph, "immediate family" includes only spouse, domestic partner, child, parent, grandparent, grandchild, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law and a person occupying the position of a parent of the employee or his spouse.

#### Section 11.14

Personal Leave

- ~~1. The employee has requested, in writing, that the requested leave be granted not later than three (3) working days prior to the day the requested leave is to begin at which time the request must be approved or disapproved. Such request shall state the day or days on which leave is requested. Once the Employer has granted such leave, such consent shall not be revoked and the employee shall not be allowed to cancel such leave. In an emergency situation, the requirement of three days' notice shall not apply and such leave shall not be denied.~~
- ~~2. Not more than three (3) days of leave for this purpose will be granted to an employee during any contract year of this Agreement; and~~
- ~~3. Days of leave for this purpose must be taken in units of a full day.~~

#### Section 11.14

- 1. The employee or an authorized representative has requested personal leave prior to the start of their shift.
- 2. Four (4) days of leave for this purpose will be granted to a line employee during any contract year of this agreement; and five (5) days shall be granted to day platoon employees.



- 3. Days of leave for this purpose must be taken in units of a full day and cannot be denied. Unused personal leave shall not carry over to any subsequent year.

Section 12.12

Medical Insurance (updated)

In accordance with present practice, the employer shall continue to provide a Community Blue HMO 201/201 Plus hospital and medical insurance policy for each employee with a three (3) tier prescription co-pay of ~~0.00/\$20.00/\$40.00~~.

Notwithstanding the above, the employee may opt for the Blue Cross/Blue shield POS 203/203 Plus Plan or the Blue Cross/Blue Shield POS 204/204 Plus Plan, the City will contribute the equivalent of fifty percent (50%) of the difference between the premium of core POS 201/201 Plus Plan and the premium of the chosen plan into the HRA 105-h account referred below. The HRA 105-h contributions will be made by the City to coincide with the initial start date of the agreed upon health plan.

**Section 12.12 (a)**

- In accordance with present practice, the employer shall continue to provide health insurance that is equal to, or better than the coverages outlined in plan offerings 2023-2024 (added appendix). Employees hired after January 1, 2023, shall have the option of an HSA, or HMO plan as outlined in the appendix. The city will be limited to selecting from Highmark BCBS, Independent Health (including nova), and Univera for the duration of this agreement.

**Section 12.12 (c)**

- Individuals receiving social security disability prior to reaching age 65, must enroll in Medicare part A and B.

**Section 12.14**

- The city shall offer a comprehensive vision plan for each member covered under this agreement. Participation shall be mandatory.

Section 12.16

Longevity

~~5 years, but less than 7 years — \$750.00~~

~~7 years, but less than 10 years — \$1,150.00~~

~~10 years, but less than 15 years \$1,350.00~~

~~15 years, but less than 20 years \$1,750.00~~

20 years and over      \$2,100.00

- Shall be paid to all employees based on the following schedule.
  - 5-10 \$1450
  - 10-15 \$1750
  - 15-20 \$2350
  - 20 \$2700

Section 13.1  
Educational Benefits

**Section 13.14**

- Each employee shall be required to have an annual physical from a healthcare professional of their choosing. A completed HIPAA compliant attestation form must then be submitted to the employer confirming such physical.

**Section 13.15**

- Any employee on long term illness/injury or workers compensation must furnish monthly updates in writing to the employer.

Section 13.2  
Educational Benefits

~~1. Effective January 1, 2007 All current card carrying EMT's shall receive a lump sum payment of Five Hundred and Fifty Dollars (\$550.00) prorated for actual months of eligibility per calendar year., said compensation to be paid on the first payday of December.~~

**Paragraph 5**

- All current card carrying basic EMT's shall receive a lump sum of five hundred fifty (550) dollars, Advanced EMT's seven hundred fifty (750) dollars, EMT-CC/Paramedics fifteen hundred (1500) dollars prorated for actual months of eligibility per calendar year. Said compensation to be paid on the first payday of July

A transitional/light duty work program will be introduced to afford limited-duty opportunities to any member of the North Tonawanda Fire Department who is temporarily unable to perform the essential functions of his/her regular duties due to both a non-work related and work-related injury or illness.

# NORTH TONAWANDA PROFESSIONAL FIREFIGHTERS IAFF LOCAL 1333 & THE CITY OF NORTH TONAWANDA COLLECTIVE BARGAINING AGREEMENT

## Section 1.2

### Term and Modification

#### **5-year deal**

- Begins 12:01 on January 1<sup>st</sup>, 2023
- Expires at midnight December 31<sup>st</sup>, 2027
- Official notice May 1, 2027 no later than June 1, 2027

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### Schedules

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- The normal day shift shall begin at 7:00 AM and end at 5:00 PM. The night shift shall begin at 5:00 PM and end at 7:00 AM on the following day.

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- A. The Fire Chief will post all permanent vacancies within fifteen (15) days of the vacancy

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#### Section 11.13 (1)

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#### Section 11.14

##### Personal Leave

#### Section 11.14

1. The employee or an authorized representative has requested personal leave prior to the start of their shift.
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#### Section 12.12

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##### **Section 12.12 (a)**

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##### **Section 12.12 (c)**

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#### Section 12.16

#### Longevity

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#### Section 13.1

#### Educational Benefits

##### **Section 13.14**

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**Section 13.15**

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**Section 13.2****Educational Benefits****Paragraph 5**

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A transitional/light duty work program will be introduced to afford limited-duty opportunities to any member of the North Tonawanda Fire Department who is temporarily unable to perform the essential functions of his/her regular duties due to both a non-work related and work-related injury or illness.





November 4, 2022

Mayor Austin Tylec and Honorable Council  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, NY 14120

Re: Payment in Lieu of Taxes (“PILOT”) Restructuring Proposal  
Carousel Park Apartments – North Tonawanda, NY

Mayor Tylec and Honorable Council:

On behalf of Carousel Park Preservation Housing Development Fund Company, Inc. and Carousel Park Preservation, L.P. (collectively “Owner”), which are both affiliates of Related Affordable, we are pleased to present the following PILOT Restructuring Proposal for your review. The Owner, in connection with the acquisition of Carousel Park Apartments (the “Property”), entered into a Tax Abatement Agreement (the “Existing PILOT”) on May 1, 2005 with the City of North Tonawanda. The Existing PILOT, attached as *Exhibit A*, provides for 5% compounding PILOT payments throughout its forty-year term. A schedule of payments under the Existing PILOT is attached as *Exhibit B*.

As you are aware, Carousel Park Apartments operates as multifamily affordable housing. The Property’s regulatory agreements require that rents at the Property are restricted at 60% of Area Median Income (“AMI”). Rents in any given year can only increase if AMI increases. Under the existing regulatory agreements, the Property is subject to these rental restrictions until 2035.

Related Affordable is committed to the current and future successful operation of Carousel Park Apartments. We have owned the Property since 2005 and hope to continue to own it for many years. The Existing PILOT, with its compounding annual PILOT payment increases, is becoming unsustainable for the Property.

**The Owner is proposing that the Existing PILOT be restructured as follows:**

- **Annual increases be reduced to a 3% increase over the PILOT for the immediately preceding year.**
- **The PILOT amount be capped at 10% of shelter rent.**

**Our proposal would not seek to change the PILOT amount for 2022 or modify the term of the Existing PILOT.** Attached as *Exhibit C*, please find projections which reflect the above restructuring.

RECEIVED  
CITY CLERK'S OFFICE

2022 NOV 7 AM 10:07  
NORTH TONAWANDA NY

For the purposes of calculating shelter rent (total rents received less cost of providing utilities), we have assumed a typical 2% trending on current 60% AMI rents along with 5% vacancy and 1% collection loss. The projections under those assumptions indicate that the 10% shelter rent cap would come into effect in 2028.

Without a restructuring, payments under the Existing PILOT will quickly begin to jeopardize the Property's financial stability and impact the Owner's ability to repair and maintain the apartments, grounds, and common spaces. Certainty around future real estate taxes and the financial feasibility of the Property's operations will also enable Related Affordable to pursue a recapitalization of the Property. Working with New York State Homes and Community Renewal, Related Affordable plans to secure the resources necessary to enable a large-scale renovation of the Property. Our renovation scope would include interior unit and community space upgrades, as well as structural work to improve overall energy efficiency and the building's longevity. Renovation plans would also include enhancements to site security, as well as improve general curb appeal and landscaping. As long-term owners and preservers of affordable housing, we are hopeful that the City and Related Affordable can work out a PILOT restructuring for the future benefit of the Property, its residents, and the larger community.

We look forward to meeting with you and answering any questions you may have about the Property and our restructuring proposal. In the interim, we are happy to answer any questions and can be reached by email at [Sam.Sjoberg@Related.com](mailto:Sam.Sjoberg@Related.com) or by phone at 212-801-3716.

Sincerely,

*Sam Sjoberg*  
Senior Associate, Related Affordable

*Deep Katdare*  
Senior Vice President, Related Affordable

**EXHIBIT A – EXISTING PILOT**

## TAX ABATEMENT AGREEMENT

This Agreement is dated as of May 1, 2005 by and between the City of North Tonawanda, a municipal corporation of the State of New York, (alternatively, the "City" or the "Taxing Authorities") and Carousel Park Preservation Housing Development Fund Company, Inc., a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York (the "PHFL") and Section 402 of the Not-For-Profit Corporation Law of the State of New York (the "HDFC") (which HDFC will hold legal title to the Project (as hereinafter defined) for the benefit of Carousel Park Preservation, L.P., a New York limited partnership (the "Partnership)), having an office at c/o Related Apartment Preservation, LLC, 60 Columbus Circle, New York, New York 10023.

WHEREAS, Carousel Park Houses, Inc. was prior owner (the "Prior Owner") (for the benefit of Carousel Park Associates, a New York limited partnership ("CPA")) of that certain 162 unit apartment complex and the senior citizens center (the "Project") located at the corner of Oliver and Goundry Streets in the City of North Tonawanda, State of New York, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, pursuant to Article II of the PHFL the Prior Owner paid, in lieu of taxes, an amount equal to ten (10%) of the gross shelter rent, plus payments for assessments for local improvements (the "Old PILOT"); and

WHEREAS, pursuant to the Private Housing Finance Law, the Old PILOT expires on the earlier of a prepayment of the Old Mortgage (as hereinafter defined), thirty years from initial construction or sale of the Property by the Prior Owner;

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of December 22, 2003, as amended, by and between Prior Owner and CPA, as their interests may appear, as seller, and the HDFC and the Partnership, as their interests may appear (jointly and individually, as their interests may appear, the "Buyer"), as buyer, Prior Owner has sold the Property (including the Project) to the Buyer (the "Sale"); and

WHEREAS, in connection with the Sale that certain Section 236 Mortgage dated April 27, 1973, between Prior Owner and UDC (the "Old Mortgage") shall be prepaid;

WHEREAS, upon prepayment of the Old Mortgage and the Sale, the Old PILOT expired; and

WHEREAS, the Buyer intends to rehabilitate the Project and preserve it as affordable housing; and

WHEREAS, the acquisition and rehabilitation of the Project are financed through the issuance by the Niagara County Industrial Development Agency ("NCIDA") of tax-exempt bonds (the "Bonds") in the anticipated amount of Six Million One Hundred Fifty

Thousand and No/100 Dollars (\$6,150,000.00) and in connection therewith NCIDA and the Buyer entered into that certain First Mortgage and Security Agreement in favor of Wachovia Bank National Association as trustee for the holders of the Bonds; and

WHEREAS, the Taxing Authorities have determined that the rehabilitation of the Project and its preservation as affordable housing is beneficial to and in the best interests of the public; and

WHEREAS, the HDFC shall hold legal title to the Project for the benefit of the Partnership pursuant to a Nominee Agreement between the HDFC and the Partnership; and

WHEREAS, as a means of assisting the rehabilitation of the Project and its preservation as affordable housing, the HDFC has requested from the Taxing Authorities and the Taxing Authorities desire to grant certain tax abatements.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

1. Definitions. As used in this Agreement, the words or phrases listed below shall have the meanings indicated:

- (a) "Effective Date" shall mean the date the HDFC acquired legal title to the Project,
- (b) "Expiration Date" shall mean the date which is the earlier of (i) forty (40) years from the Effective Date, or (ii) the date on which the HDFC sells the Property.
- (c) "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Niagara County, the City, the School District and any other special district including Ambulance, Solid Waste, Library and Sewer.

2. Payments in Lieu of Taxes. Except as otherwise set forth herein, the HDFC shall be exempt from all Local and Municipal Taxes, other than Assessments for local improvements, of 100% of the value of the Property and the Project, including both land and improvements. Commencing upon the Effective Date and terminating on the Expiration Date, the Partnership shall make the following payments in lieu of taxes, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project (the "PILOT"):

(a) For the first fiscal year following the Effective Date, the PILOT shall be an amount equal to Sixty-Two Thousand and No/100 (\$62,000.00) Dollars; and

(b) Beginning in the second fiscal year following the Effective Date and for each fiscal year thereafter until the Expiration Date, the PILOT shall be an amount equal to a five (5%) percent increase over the PILOT for the immediately preceding year.

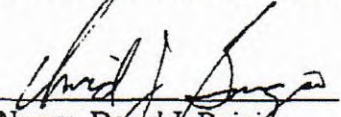
3. Representation and Warranties. Each of the parties hereto individually represents and warrants that the execution, delivery and performance of this Agreement (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, bylaw or organization document or any law, rule, regulation, order, writ, judgment or decree by which it is bound and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is party. The City represents that its execution of this Agreement shall constitute the legal, valid and binding agreement of each of the Taxing Authorities that has the authority to levy Local and Municipal Taxes, including without limitation, the County and the School District.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf; and the HDFC has caused this Agreement to be duly executed in its name and behalf.

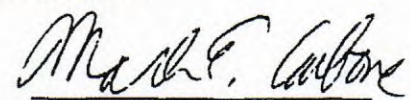
Attest: \_\_\_\_\_

CITY OF NORTH TONOWANDA

By:   
Name: David J. Buigio  
Title: Mayor

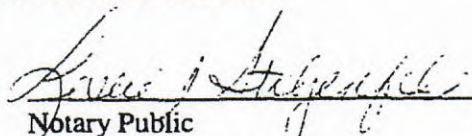
Attest: \_\_\_\_\_

CAROUSEL PARK PRESERVATION  
HOUSING DEVELOPMENT FUND  
COMPANY, INC.

By:   
Mark E. Carbone, Vice President

STATE OF NEW YORK     )  
                                       ) ss.:  
 COUNTY OF Niagara     )

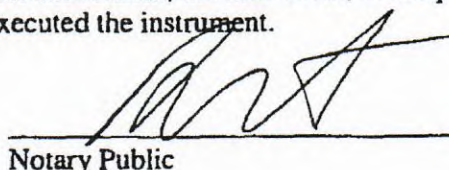
On the 10<sup>th</sup> day of May in the year 2005 before me, the undersigned, a Notary Public in and for said state, personally appeared David J Buigio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
 Notary Public

**LESLIE J STOLZENFELS**  
 Notary Public, State of New York  
 No. 4622700  
 Qualified in Niagara County  
 Commission Expires 12-31-05

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

On the 12 day of May in the year 2005 before me, the undersigned, a Notary Public in and for said state, personally appeared Mark E. Carbone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
 Notary Public

**AARON J. HUNT**  
 Notary Public, State of New York  
 No. 01HU6029312  
 Qualified in New York County  
 Commission Expires August 9, 2005



**EXHIBIT B – EXISTING PILOT PAYMENT SCHEDULE**

**Exhibit B - Existing PILOT Payment Schedule**

Period	Year	PILOT Payment	Y/Y Increase
1	2006	\$ 62,000	
2	2007	\$ 65,100	\$ 3,100
3	2008	\$ 68,355	\$ 3,255
4	2009	\$ 71,773	\$ 3,418
5	2010	\$ 75,361	\$ 3,589
6	2011	\$ 79,129	\$ 3,768
7	2012	\$ 83,086	\$ 3,956
8	2013	\$ 87,240	\$ 4,154
9	2014	\$ 91,602	\$ 4,362
10	2015	\$ 96,182	\$ 4,580
11	2016	\$ 100,991	\$ 4,809
12	2017	\$ 106,041	\$ 5,050
13	2018	\$ 111,343	\$ 5,302
14	2019	\$ 116,910	\$ 5,567
15	2020	\$ 122,756	\$ 5,846
16	2021	\$ 128,894	\$ 6,138
17	2022	\$ 135,338	\$ 6,445
18	2023	\$ 142,105	\$ 6,767
19	2024	\$ 149,210	\$ 7,105
20	2025	\$ 156,671	\$ 7,461
21	2026	\$ 164,504	\$ 7,834
22	2027	\$ 172,730	\$ 8,225
23	2028	\$ 181,366	\$ 8,636
24	2029	\$ 190,434	\$ 9,068
25	2030	\$ 199,956	\$ 9,522
26	2031	\$ 209,954	\$ 9,998
27	2032	\$ 220,452	\$ 10,498
28	2033	\$ 231,474	\$ 11,023
29	2034	\$ 243,048	\$ 11,574
30	2035	\$ 255,200	\$ 12,152
31	2036	\$ 267,960	\$ 12,760
32	2037	\$ 281,358	\$ 13,398
33	2038	\$ 295,426	\$ 14,068
34	2039	\$ 310,198	\$ 14,771
35	2040	\$ 325,708	\$ 15,510
36	2041	\$ 341,993	\$ 16,285
37	2042	\$ 359,093	\$ 17,100
38	2043	\$ 377,047	\$ 17,955
39	2044	\$ 395,900	\$ 18,852
40	2045	\$ 415,695	\$ 19,795

2022 PILOT Payment

Note: Under the existing arrangement between the Owner and the City of North Tonawanda for the Property's commercial space, the City pays 6.01% of the annual PILOT amount as "Additional Rent".

**EXHIBIT C – RESTRUCTURED PILOT PAYMENT PROJECTIONS**

Exhibit C - Restructured PILOT Projections

Period	Year	PILOT Payment 3% Escalation	Shelter Rent Calculation	Projected PILOT Payment	Y/Y Increase
1	2006	\$ 62,000	N/A		
2	2007	\$ 65,100	N/A		\$ 3,100
3	2008	\$ 68,355	N/A		\$ 3,255
4	2009	\$ 71,773	N/A		\$ 3,418
5	2010	\$ 75,361	N/A		\$ 3,589
6	2011	\$ 79,129	N/A		\$ 3,768
7	2012	\$ 83,086	N/A		\$ 3,956
8	2013	\$ 87,240	N/A		\$ 4,154
9	2014	\$ 91,602	N/A		\$ 4,362
10	2015	\$ 96,182	N/A		\$ 4,580
11	2016	\$ 100,991	N/A		\$ 4,809
12	2017	\$ 106,041	N/A		\$ 5,050
13	2018	\$ 111,343	N/A		\$ 5,302
14	2019	\$ 116,910	N/A		\$ 5,567
15	2020	\$ 122,756	N/A		\$ 5,846
16	2021	\$ 128,894	N/A		\$ 6,138
17	2022	\$ 135,338	N/A		\$ 6,445
18	2023	\$ 139,398	\$ 147,107	\$ 139,398	\$ 4,060
19	2024	\$ 143,580	\$ 149,895	\$ 143,580	\$ 4,182
20	2025	\$ 147,888	\$ 152,733	\$ 147,888	\$ 4,307
21	2026	\$ 152,324	\$ 155,624	\$ 152,324	\$ 4,437
22	2027	\$ 156,894	\$ 158,567	\$ 156,894	\$ 4,570
23	2028	\$ 161,601	\$ 161,564	\$ 161,564	\$ 4,670
24	2029	\$ 166,449	\$ 164,616	\$ 164,616	\$ 3,052
25	2030	\$ 171,442	\$ 167,723	\$ 167,723	\$ 3,107
26	2031	\$ 176,586	\$ 170,887	\$ 170,887	\$ 3,164
27	2032	\$ 181,883	\$ 174,109	\$ 174,109	\$ 3,222
28	2033	\$ 187,340	\$ 177,389	\$ 177,389	\$ 3,280
29	2034	\$ 192,960	\$ 180,729	\$ 180,729	\$ 3,340
30	2035	\$ 198,749	\$ 184,129	\$ 184,129	\$ 3,400
31	2036	\$ 204,711	\$ 187,591	\$ 187,591	\$ 3,462
32	2037	\$ 210,853	\$ 191,115	\$ 191,115	\$ 3,524
33	2038	\$ 217,178	\$ 194,703	\$ 194,703	\$ 3,588
34	2039	\$ 223,693	\$ 198,356	\$ 198,356	\$ 3,653
35	2040	\$ 230,404	\$ 202,075	\$ 202,075	\$ 3,719
36	2041	\$ 237,316	\$ 205,860	\$ 205,860	\$ 3,786
37	2042	\$ 244,436	\$ 209,714	\$ 209,714	\$ 3,854
38	2043	\$ 251,769	\$ 213,636	\$ 213,636	\$ 3,923
39	2044	\$ 259,322	\$ 217,630	\$ 217,630	\$ 3,993
40	2045	\$ 267,102	\$ 221,694	\$ 221,694	\$ 4,065

2022 Existing PILOT Payment  
Begin 3% Escalation

10% Shelter Rent Cap

Note: Under the existing arrangement between the Owner and the City of North Tonawanda for the Property's commercial space, the City pays 6.01% of the annual PILOT amount as "Additional Rent".



November 17, 2022

Mayor Austin Tylec & Common Council  
216 Payne Ave  
North Tonawanda, NY 14120

Dear Mayor Tylec & Common Council:

As we look towards 2023, we are asking for your support for our Dyngus Day Parade & Celebration in the City of North Tonawanda on Monday, April 10, 2023.

We are proud to report that our event has continued to grow and showcase North Tonawanda to the WNY region. In keeping with this growing success, this coming year's proposal has the parade rerouted to end at the City Market, where the After-Party Celebration will take place.

For this year's plan, we respectfully make the following requests to the city:

- Permission/Assistance to close Oliver Street from the blocks of Buffalo Bolt Way to Kiel Street to the City Market from 4:00PM-7:00PM for the parade route.
- The use of the City Market property for the After-Party Celebration, similar to last year's event, including the restroom facilities on Monday, April 23, 2023 from 4:30-8:30pm.
- Permission to display the parade banner on the city market pavilion 2-4 weeks prior to the event for promotional purposes.
- The presence of North Tonawanda Auxiliary Police during the parade and after-party.

Thank you for your past support and your future consideration. We look forward to continuing to work with the city to make this year's event a huge success. If anyone has any questions or concerns, please do not hesitate to contact me at [ntneighborhoodwatch@gmail.com](mailto:ntneighborhoodwatch@gmail.com) or 716-909-5590.

Sincerely,

Joseph Marranta  
Chairman,  
North Tonawanda Neighborhood Watch

CC: Chris Del Prince, City Market Clerk  
Donna Braun, City Clerk-Treasurer

RECEIVED  
CITY CLERK'S OFFICE

2022 NOV 17 PM 2:12  
NORTH TONAWANDA NY

**Donna Braun**

---

**From:** Web Form <no-reply@webcmstools.com>  
**Sent:** Thursday, November 17, 2022 10:44 AM  
**To:** Donna Braun  
**Subject:** `Special Events Permit` Submission [1eaf22e7a0dfbd3a4b8372de6d2c000d]  
**Attachments:** Hold Harmless Agreement.jpg

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

# `Special Events Permit` Submission

## SPECIAL EVENTS APPLICATION

Please Attached [Attached] Hold Harmless Agreement.jpg  
Signed Copies of The  
Forms Below and Any  
Other Relative  
Documents :

Name : North Tonawanda Neighborhood Watch INC.  
Phone Number : 716-909-5590  
Email : ntneighborhoodwatch@gmail.com  
Address : 439 Deerfield dr  
Zip Code : 14120  
Event Name : Third Annual Dyngus Day Parade/After Party 2023  
Event Date : 04/10/2023 12:00 AM  
Event Location : Oliver Street to Keil Street to NT Farmers Market  
Estimated Number of Attendees : 300  
Number of Past Attendees : 200  
Sponsor(s) : TBD  
Are Street Closures Required ? : YES  
If Yes What Street(s) : Oliver Street, Buffalo Bolt Way, Keil Street to the NT Farmers Market

Are City Garbage Totes Needed? :	YES
Will Any Fire Hydrants Be in Use? :	NO
Will There Be Fireworks? :	NO
Does The Event Require Tents? :	YES
Will Items Be Sold at The Event? :	YES
Does The Event Use a City Pavilion/Bandshell? :	NO
Will Any Sound Amplifiers Be Used at The Event? :	YES
Will Alcohol Be Served at The Event? :	YES
Will Amusement Rides Be in Use? :	NO
Are There Going to Be Portable Toilets? :	NO
If Yes What Company Is Supplying Them? :	
Have You Contacted The Police Chief To Determine If Support Is Needed? :	YES
Have You Contacted The Fire Chief To Determine If Fire Support Is Needed? :	YES
If Yes To Contacting Either Chief, Please Describe The Results Of The Conversation :	We have worked with both for the past two years. We will be contacting them once the plans are finalized..
Is DPW Support Needed? (Barricades, Signs, Etc) :	YES
If Yes Please Contact The DPW Superintendent and	We have worked with the DPW for the past two years. We will be contacting them once the plans have been finalized.

List The Date You Spoke To Them :

Have You Notified affected Residents and Businesses? : YES

If Yes, What Comments (If Any) Have They Had? : Tee residents have been notified for the past two years. We will keep them updated on road closures and event happenings as the event approaches.

Sent At : Nov 17th 2022  
10:44:03 am EST

Web Address : [www.northtonawanda.org](http://www.northtonawanda.org)

IP Address : 2603:7080:e302:9a00:10ca:f955:94d7:8d6a

User : []

Page : special-events-permit-application

Language : en-US,en

Browser : Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/107.0.0.0 Safari/537.36

To remove yourself from receiving these emails, please have a site administrator update the form submission email settings for the 'Special Events Permit' form action.