

# 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

MATTHEW L. PARISH  
City Clerk-Treasurer  
mattparish@northtonawanda.org

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

**May 2, 2019**

**The following meetings have been scheduled for TUESDAY, MAY 7, 2019:**

**6:15PM Common Council - Re: Agenda Discussion**

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

**Respectfully submitted,**



**Matthew L. Parish  
City Clerk-Treasurer**

**TO: Honorable Mayor & Common Council  
President Zadzilka  
Aldermen Braun, Berube, Pecoraro, Tylec**

**FROM: Matthew L. Parish, City Clerk-Treasurer**

**RE: Agenda for regular session TUESDAY, MAY 7, 2019 6:30PM**

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

**PROOF OF PUBLICATION PUBLISHED 3/28/2019 & 4/4/2019**

- 1) Legal Notice – Treasurer’s Notice for the Collection of the 2019 City Taxes – City Clerk-Treasurer

**PROOF OF PUBLICATION PUBLISHED 04/3/2019**

- 1) Legal Notice – Summary of Bond Resolution – City Clerk-Treasurer
- 2) Legal Notice – Wastewater Treatment Plant Invitation for Bids for Waste Hauling and Disposal – City Clerk-Treasurer

**PROOF OF PUBLICATION PUBLISHED 04/10/2019**

- 1) Legal Notice – Summary of Bond Resolution – City Clerk-Treasurer

**COMMUNICATIONS FROM CITY OFFICIALS**

<b><u>.1 Austin Tylec</u></b>	-	<b>Re: Approval of Agreement for Open PACE</b>
<b>III. Clerk-Treasurer</b>	-	<b>Re: Approval of a Committee to Establish City Market Rules and Regulations.</b>
<b>IV.1 Engineer</b>	-	<b>Re: 2018 Draft Annual Stormwater Report</b>
<b>IV.2 Engineer</b>	-	<b>Re: Approval of the North Tonawanda Stormwater Program Assistance Agreement</b>

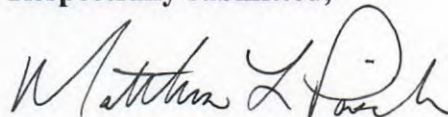
- V. Supt. Wastewater/Water - Re: **Permission to attend the NYWEA 2019 Annual Spring Technical Conference**
- VII.1 Accountant - Re: **Payment of the Abstract of Claims Dated May 7, 2019**
- VII.2 Accountant - Re: **Budgetary Transfer - For Emergency Sewer Repairs on Wurlitzer Drive**
- XIV. Youth, Recreation & Parks - Re: **Permission to hold the “WNY Country Music Festival” at Gratwick Park Saturday, August 10, 2019 to Sunday, August 11, 2019**
- XVII. Traffic Safety - Re: **Various Traffic Safety Recommendations from their April Meeting**
- XIX. Building Inspector - Re: **Approval of the 2019 Weed Cutting Contract**
- XXV. Monthly Reports
- .1 Clerk-Treasurer .2 Senior Citizen Center

## COMMUNICATIONS FROM OTHERS

- A.  
Project 308 Gallery - Re: **Permission to close Oliver Street from Robinson to Schenck on Saturday, August 17, 2019 for the “Oliver Street Art Festival”**
- B.  
Ralph LaFreniere - Re: **Permission to be appointed as a Commissioner of Deeds for the City of North Tonawanda**

- C.**  
**NT National Little League** - **Re: Permission to have their annual opening day parade, Saturday, May 18, 2019**
- D.**  
**Carnegie Art Center** - **Re: Permission to close Webster Street from Goundry to Main Street, Monday, July 8, 2019 for the "Farm to Table Artisans Block Party"**
- E.**  
**iHope Community Church** - **Re: Permission to place a sign in front of Veterans Park from May 23<sup>rd</sup> – June 23<sup>rd</sup>, to advertise their services at the park**
- F.**  
**NT Intermediate School** - **Re: Permission to hold their Color-A-Thon Family Fun Run Friday June 14, 2019**
- G.**  
**NT American Babe Ruth Baseball** - **Re: Permission to close off Walck Road Saturday, July 13, 2019 for a Small Parade**

Respectfully submitted,



**Matthew L. Parish**  
**City Clerk-Treasurer**

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

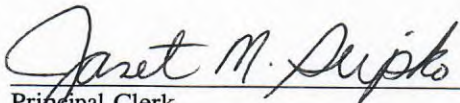
MAY 07 2019

Janet M. Slipko, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

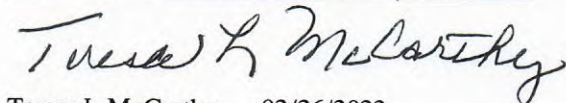
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid,  
and that the annexed printed legal # 244895  
was printed and published in said paper on the following dates:

03/28/2019 04/04/2019

  
Principal Clerk

Subscribed and sworn to before me this  
4-4-19

  
Teresa L. McCarthy 02/26/2022

Notary Public                      Expiration Date

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 15 PM2:52  
NORTH TONAWANDA NY

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

**LEGAL NOTICE**

**TREASURER'S  
NOTICE  
for the collection of  
CITY 2019 TAXES**

**CITY OF NORTH TONAWANDA, NY 14120-5496**

<b>Last Day of Payment Without Additions</b>	<b>May 3, 2019, 4:30 P.M.</b>
	From May 4, to May 31, inclusive, 2%
	From June 1, to June 28, inclusive, 4%
	From July 1, to July 31, inclusive, 6%

After July 31 such addition of 7% and also interest at the rate of 12% per annum from the 1st day of August, 2019, will be charged as required by the City Charter.

NOTICE is hereby given that the TAX ROLLS for the CITY TAX for the year 2019, has been delivered to and left with the City Clerk-Treasurer of the City of North Tonawanda, New York, for the collection of City Taxes for the said year 2019, and that the City Clerk-Treasurer will be ready to receive such City Taxes in his office in the City Hall of said City of North Tonawanda, New York, on the 1st day of April, 2019, from eight thirty A.M. to four thirty P.M. Mondays through Fridays (closed Saturdays), excepting legal holidays, and that any person paying their taxes within said period of thirty days may do so without an additional fee.

AND notice is hereby given that for the period from May 4 to May 31, inclusive, a fee of 2% will be charged; that for the period from June 1 to June 28, inclusive a fee of 4% will be charged; that for the period from July 1 to July 31, inclusive a fee of 6% will be charged and that from and after July 31, 2019 there will be charged on all unpaid City Taxes of the City of North Tonawanda, New York in addition of said 7%; interest at the rate of 12% per annum from the said 1st day of August, 2019.

ALL persons, when paying taxes, whose names are not on the assessment roll, are requested to give the number of lot and block, name of street, and the name of the person, company, corporation, or association to whom the property is assessed.

**Tax Rate per \$1,000.00 of Assessed Valuation: \$13.702319**

**Publish: March 28 and April 4, 2019**

**Matthew L. Parish  
City Clerk-Treasurer  
3/28, 4/4/2019**

**#N244895**

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

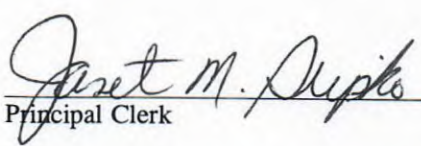
MAY 07 2019

Janet M. Slipko, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

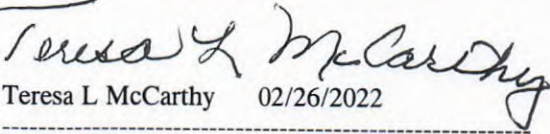
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 245395 was printed and published in said paper on the following dates:

04/03/2019

  
Principal Clerk

Subscribed and sworn to before me this  
4-4-19

  
Teresa L. McCarthy      02/26/2022

Notary Public                      Expiration Date

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 15 PM 2:51  
NORTH TONAWANDA NY

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  
ESTOPPEL NOTICE**

The resolution, a summary of which is published herewith, has been adopted by the Common Council of the City of North Tonawanda on April 2, 2019, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of North Tonawanda, Niagara County, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Matthew L. Parish  
City Clerk-Treasurer  
City of North Tonawanda

**SUMMARY OF BOND RESOLUTION**

Set forth below is a summary of said resolution adopted by the Common Council of the City of North Tonawanda on April 2, 2019.

1. The resolution is entitled "BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE "CITY") AUTHORIZING THE ISSUANCE OF \$805,000 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS".

2. The resolution authorized serial bonds of the City for the following respective objects or purposes, in the respective principal amounts, and with the respective periods of probable usefulness ("PPU"), as indicated below:

- (1) the reconstruction and repaving of various roads throughout the City, including, as necessary or appropriate, the construction or reconstruction of sidewalks, curbs, gutters, drainage, landscaping, and grading or improving right of way improvements in connection therewith, in the principal amount of \$350,000; PPU of 15 years;
- (2) replacing and reconstructing various concrete sidewalks and curbs throughout the City, in the principal amount of \$50,000; PPU of 10 years; and,
- (3) the acquisition of one vacuum truck, consisting of one combination sewer cleaning machine mounted on a truck, for use by the City's sewer department, in the principal amount of \$405,000; PPU of 15 years

3. Aggregate amount of Debt Obligations Authorized: up to \$805,000.

The resolution summarized herein shall be available for public inspection during normal business hours at the offices of the City Clerk-Treasurer, City of North Tonawanda, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120

Matthew L. Parish  
City Clerk-Treasurer  
City of North Tonawanda

#N245395

4/3/2019



MAY 07 2019

Janet M. Slipko, 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 # 245918 was printed and published in said paper on the following dates:

04/03/2019

*Janet M. Slipko*  
Principal Clerk

Subscribed and sworn to before me this  
*4-4-19*

*Teresa L. McCarthy*  
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

RECEIVED  
CITY CLERK'S OFFICE  
2019 APR 15 PM 2:51  
NORTH TONAWANDA NY

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

**WASTEWATER TREATMENT PLANT  
INVITATION FOR BIDS FOR  
WASTE HAULING AND DISPOSAL**

Notice is hereby given that sealed proposals for Waste Hauling and Disposal for the North Tonawanda Wastewater Treatment Plant will be received by the City Clerk-Treasurer of the City of North Tonawanda until 11:00 am prevailing time, Friday, April 12, 2019 at which time they will be publicly opened.

The work consists of hauling and disposal of the grit, screenings, sludge cake, scum and other waste material for the Wastewater Treatment Plant, Disposal sites, containers, and hauling equipment to comply with all Federal, State, and local requirements.

Specifications may be obtained at the Office of the City Clerk-Treasurer, 216 Payne Ave., North Tonawanda NY 14120.

Each proposal must be accompanied by a certified check, cash, or bid bond in the amount of ten percent (10%) of the total base bid. The City of North Tonawanda reserves the right to waive any informalities in or to reject any and all bids.

No bid may be withdrawn after the above date and time for receiving bids for a period of sixty (60) days. Bidders must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of New York.

Matthew Parish  
City Clerk-Treasurer  
#N245918                      4/3/2019

MAY 07 2019

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

Janet M. Slipko, 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 # 246143  
was printed and published in said paper on the following dates:

04/10/2019

*Janet M. Slipko*  
\_\_\_\_\_  
Principal Clerk

Subscribed and sworn to before me this  
*4-10-19*

*Teresa L. McCarthy*  
Teresa L. McCarthy      02/26/2022  
-----  
Notary Public              Expiration Date

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 12 AM 10:24  
NORTH TONAWANDA NY

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**

**ESTOPPEL NOTICE**

The resolution, a summary of which is published herewith, has been adopted by the Common Council of the City of North Tonawanda on April 9, 2019, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of North Tonawanda, Niagara County, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Matthew L. Parish  
City Clerk-Treasurer  
City of North Tonawanda

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Matthew L. Parish  
City Clerk-Treasurer  
City of North Tonawanda

4/10/2019

#N246143

11

MAY 07 2019

# AUSTIN TYLEC

THE CITY OF NORTH TONAWANDA  
ALDERMAN AT LARGE

May 1<sup>st</sup>, 2019

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

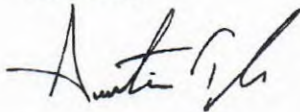
**RE: Open PACE**

Dear Honorable Body:

Attached is an agreement in regards to the approval and implementation of the CPACE program offered by the EIC. This program would give commercial & multi family property owners an opportunity to apply for 100% financing for energy efficiency projects. I believe this would be a benefit to property owners throughout the City of North Tonawanda.

Please put the attached agreement on the Common Council agenda scheduled for 5/7/19. If there are any questions, please feel free to contact me.

Sincerely,



Austin J. Tylec  
Alderman-at-Large

RECEIVED  
CITY CLERK'S OFFICE

2019 MAY 2 PM3:07  
NORTH TONAWANDA NY

May 1<sup>st</sup>, 2019

**MUNICIPAL AGREEMENT**

**BETWEEN**

**ENERGY IMPROVEMENT CORPORATION**

**AND**

**[PARTICIPATING MUNICIPALITY]**

**RELATING TO**

**ENERGIZE NY OPEN C-PACE FINANCING PROGRAM**

**DATED AS OF \_\_\_\_\_, 2019**

## TABLE OF CONTENTS

	Page
<b>1. Definitions</b> .....	<b>1</b>
<b>2. Representation and Warranties of the Parties</b> .....	<b>3</b>
(a) EIC .....	3
(b) Participating Municipality .....	4
<b>3. Obligations of EIC</b> .....	<b>6</b>
(a) Program Requirements.....	6
(b) Qualified Project Requirements.....	7
(c) Finance Agreement for Qualified Project .....	7
(d) Levy and Recording of Benefit Assessment Lien.....	8
(e) Annual Installment Liens .....	8
(f) Final Payment and Release .....	9
(g) Billing and Collection of Annual Installment Amounts .....	9
(h) Collection of Delinquent Payments .....	10
<b>4. Obligations of the Participating Municipality</b> .....	<b>10</b>
(a) Appointment of EIC as Agent.....	10
(b) Assignment of Benefit Assessment Lien .....	11
(c) Promotion of Program; Assistance to EIC; Modification of Program.....	11
<b>5. Term</b> .....	<b>12</b>
<b>6. Default</b> .....	<b>12</b>
<b>7. Remedies Upon Default</b> .....	<b>13</b>
<b>8. Miscellaneous</b> .....	<b>13</b>
(a) Assignment or Transfer.....	13
(b) Severability .....	13
(c) Counterparts.....	13
(d) Notices .....	13
(e) Amendment and Waivers.....	14
(f) Governing Law .....	15
(g) Entire Agreement .....	15
Exhibit A – Certificate of Levy and Lien of Benefit Assessment .....	A-1
Exhibit B – Assignment of Benefit Assessment Lien.....	B-1
Exhibit C – Form of Consent of Mortgage Holders .....	C-1
Exhibit D – Satisfaction and Release of Lien of Benefit Assessment	

**ENERGY IMPROVEMENT CORPORATION**  
**MUNICIPAL AGREEMENT (OPEN C-PACE)**

This Agreement made as of this \_\_\_ day of \_\_\_\_\_, 2019 (the “*Agreement*”), by and between [County/City/Town/Village], a municipal corporation organized and existing under the laws of the State of New York (the “*Participating Municipality*”) and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“*EIC*”) (both the Participating Municipality and EIC may hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*”), sets forth the duties and obligations of each Party in connection with the Participating Municipality’s participation in the Energize NY Open C-PACE Financing Program (“*Open C-PACE*” or the “*Program*”), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**1. Definitions.**

“Annual Installment Amount” means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

“Authority” means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

“Benefit Assessment” means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.

“Benefit Assessment Lien” means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

“Benefited Property” means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

“Benefited Property Owner” means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

“Business Day” means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

“Eligible Costs” means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

“Enabling Act” means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

“Energy Audit” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Energy Efficiency Improvement” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Finance Agreement” means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

“Financing Charges” means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

“Financing Party” means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

“Loan” means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.



“Local Law” means Local Law No. \_\_ pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

“Municipal Lien” means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services or benefits to a Benefited Property.

“Non-Municipal Lien” means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

“Policies and Procedures” shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

“Qualified Project” means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

“Qualified Property” means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

“Qualified Property Owner” means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

“Renewable Energy Systems” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Renewable Energy System Feasibility Study” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“State” means the State of New York.

## **2. Representation and Warranties of the Parties.**

### **(a) EIC.**

- (i) EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of

the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

- (ii) EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

(b) Participating Municipality.

- (i) *Authority.* The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.
- (ii) *Adoption of Local Law.* The Participating Municipality has on \_\_\_\_\_ adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.
- (iii) *Approvals and Consents.* The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE; and any and all consents, authorizations and approvals of any third-party required with respect thereto have been obtained.
- (iv) *Capacity.* The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to

third-party capital providers in connection with the financing of Qualified Projects.

- (v) *Binding Obligation.* This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.
- (vi) *No Action.* There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality, nor is there any basis therefore, (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality's participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.
- (vii) *No Material Default.* The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.

3. **Obligations of EIC.**

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

(a) **Program Requirements.**

- (i) The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.
- (ii) Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority's guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the "*Policies and Procedures*"). The governing Board of EIC reserves the right to reject an application for financing for any reason.
- (iii) Prepare and deliver to the Participating Municipality by February 15<sup>th</sup> of each calendar year an annual report (the "*Annual Report*") which Annual Report may be filed by the Participating Municipality on the land records and shall contain information related to each Benefited Property within the Participating Municipality through December 31<sup>st</sup> of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:
  - A. A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);
  - B. A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;
  - C. The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;
  - D. For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount

due and remaining uncollected in the current year, including any Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and

- E. All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

(b) Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

- (i) Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;
  - (ii) Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;
  - (iii) Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;
  - (iv) Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and
  - (v) Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.
- (c) Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the

Finance Agreement shall disclose the Financing Charges and risks associated with participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property.”

(d) Levy and Recording of Benefit Assessment Lien.

(i) Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.

(ii) Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges, or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

(e) Annual Installment Liens.

(i) As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien

on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

- (ii) The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
  - (iii) Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.
- (f) Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a Satisfaction and Release of Benefit Assessment Lien (the "Release") substantially in the form attached hereto as Exhibit D, and record the Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.
- (g) Billing and Collection of Annual Installment Amounts.
- (i) The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality's agent in the billing and collection of the

Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.

- (ii) In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:
  - A. Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and
  - B. Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.
- (iii) If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

(h) Collection of Delinquent Payments.

- (i) If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.
- (ii) EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

**4. Obligations of the Participating Municipality.**

- (a) Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.



(b) Assignment of Benefit Assessment Lien.

- (i) The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

The Financing Party may sell or assign for consideration any and all Benefit Assessment Lien and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. Any such assignment shall be in a form acceptable to EIC, and shall be filed by the Financing Party or, at its request and upon indemnification, by EIC, on the land records for the Participating Municipality. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as EIC would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. There shall be no charge, mortgage recording tax or other fee for recording of any assignment on the land records for the Participating Municipality if filed by EIC, in the same manner as if recorded by the Participating Municipality.

(c) Notices.

- (i) Within 10 days of EIC's request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.
- (ii) The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

(d) Promotion of Program; Assistance to EIC; Modification of Program.

- (i) The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality's website.

- (ii) The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.
- (iii) Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may receive financing for Qualified Projects. The Participating Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

**5. Indemnification**

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the negligent actions of EIC's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

**6. Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

**7. Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.

**8. Remedies Upon Default.**

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- (a) EIC may sue the Participating Municipality for specific enforcement of this Agreement;
- (b) EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.
- (c) EIC may suspend the Participating Municipality's membership in EIC.
- (d) EIC shall have all other rights and remedies provided by law.

**9. Miscellaneous.**

(a) Assignment or Transfer.

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(d) Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Susan Morth  
Co-Executive Director  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [susanm@energizeny.org](mailto:susanm@energizeny.org)

Mark Thielking  
Co-Executive Director  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [mark@energizeny.org](mailto:mark@energizeny.org)

Alain Pierroz  
Co-Executive Director  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [alainp@energizeny.org](mailto:alainp@energizeny.org)

With a copy to:

Anna Lee, Esq.  
Partner  
Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019

PARTICIPATING MUNICIPALITY: \_\_\_\_\_

With a copy to:

[Participating Municipality's counsel]

Either Party hereto may change its address for purposes of this Section by providing written notice to the other Party in the manner provided above.

(e) Amendment and Waivers.

Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by EIC and the Participating Municipality.

(f) Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties with respect to the Open C-PACE Program and supersedes all previous discussions, understandings and agreements between the Parties relating to the Open C-PACE Program.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: \_\_\_\_\_, 20\_\_

ENERGY IMPROVEMENT CORPORATION

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

PARTICIPATING MUNICIPALITY NAME:

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

Name:

Title:

**EXHIBIT A**

**CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT**

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of [County/City/Town/Village] (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as \_\_\_\_\_ and described more particularly in the attached **Exhibit A** (the "Benefited Property"), situated in the Participating Municipality and owned on the date hereof in whole or in part by \_\_\_\_\_ (the "Benefited Property Owner"), said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the "Finance Agreement"). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Participating Municipality, are as follows: an installment payment schedule set forth in the attached **Exhibit B** is in effect for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of \$\_\_\_\_\_, with interest thereon at a fixed rate equal to \_\_\_\_\_% per annum, with [#] annual installments of principal and interest (the "Annual Installment Amount") due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of \_\_\_\_\_% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Participating Municipality against the Benefited Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a release of this Certificate shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or

encumbrances except a lien for taxes of the Participating Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

Dated at \_\_\_\_\_, New York this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Property Owner



STATE OF NEW YORK                    )  
  )  
COUNTY OF \_\_\_\_\_)

ss.: \_\_\_\_\_

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_

STATE OF NEW YORK                    )  
  )  
COUNTY OF \_\_\_\_\_)

ss.: \_\_\_\_\_

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Property Owner].

\_\_\_\_\_

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Clerk of [County/City/Town/Village]

**EXHIBIT B**

**ASSIGNMENT OF BENEFIT ASSESSMENT LIEN**

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (hereinafter referred to as "EIC" or the "Assignor"), acting on behalf of [County/City/Town/Village], a New York municipal corporation (the "Municipality"), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated \_\_\_\_\_, 2019 (the "Municipal Agreement"), in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the "Assignee") under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the "Finance Agreement"), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by \_\_\_\_\_ and as described on **Exhibit A** and also commonly referred to as \_\_\_\_\_, attached hereto and made a part hereof (the "Benefit Assessment Lien"), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as EIC would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the [County/City/Town/Village] shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Assignor

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[Capital Provider]

STATE OF NEW YORK )  
 )  
COUNTY OF \_\_\_\_\_ )

ss.: \_\_\_\_\_

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_

STATE OF NEW YORK                    )  
  )  
COUNTY OF \_\_\_\_\_)

ss.: \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Capital Provider].

\_\_\_\_\_

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Clerk of [County/City/Town/Village]



**EXHIBIT C**

**FORM OF CONSENT OF MORTGAGE HOLDERS**

**Date:** \_\_\_\_\_  
**Property/Loan Information:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_  
**Municipality:** \_\_\_\_\_  
**APN:** \_\_\_\_\_  
**Loan Number:** \_\_\_\_\_

This Mortgage Holder Consent to Benefit Assessment (this "Consent") is given by the undersigned entity, which is a mortgage holder ("Mortgage Holder") on the above-referenced property (the "Property") with respect to the above-referenced loan (the "Loan").

**RECITALS**

Mortgage Holder is in receipt of written notice (the "Notice") from the above-referenced owner of the Property (the "Property Owner") that it intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the "Authorized Improvements") by participating in the Energize NY Open C-PACE Financing Program (the "Program"), sponsored by the Municipality.

Mortgage Holder understands that, as a result of an agreement between Energy Improvement Corporation ("EIC"), on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected in annual installments as provided in the financing agreement for the Authorized Improvements (the "Finance Agreement"), in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or municipal charges.

**CONSENT**

The undersigned hereby represents that it is authorized to execute this Consent on behalf of Mortgage Holder. Mortgage Holder hereby confirms:

A. Mortgage Holder is in receipt of written notice (the "Notice") from the above-referenced owner of the Property (the "Property Owner") that it intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property by participating in the Program sponsored by the Municipality.

B. Mortgage Holder understands that, as a result of an agreement between EIC, on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected by EIC, on behalf of the Municipality, in annual installments as provided in the Finance Agreement in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or

municipal charges. Mortgage Holder acknowledges that each annual installment in respect of the Benefit Assessment shall create an Annual Installment Lien, and if such annual installment is not paid when due, each Annual Installment Lien shall constitute a statutory lien on the Property that is superior to the lien of the Loan.

C. Mortgage Holder acknowledges that the Benefit Assessment constitutes a statutory lien on the Property that is superior to the lien of the Loan.

D. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available to collect from Property Owner all amounts due to it under the Loan documents. Mortgage Holder shall have the right to cure any nonpayment by Property Owner of real property taxes and assessments (including the Benefit Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes.

E. Mortgage Holder agrees that the levy of the Benefit Assessment will not constitute an event of default or trigger the exercise of any remedies under the Loan documents.

Mortgage Holder hereby acknowledges that the Property Owner and the Municipality will rely on the representation and consent of Mortgage Holder set forth in this Consent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

MORTGAGE HOLDER

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK )  
 )  
COUNTY OF \_\_\_\_\_)

ss.: \_\_\_\_\_

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Mortgage Holder].

**EXHIBIT D**

**SATISFACTION AND RELEASE OF BENEFIT ASSESSMENT LIEN**

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of [County/City/Town/Village] (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York (the "Enabling Act") and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, having filed a Certificate of Levy and Lien of Benefit Assessment against the property of [Property Owner], on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the land records of \_\_\_\_\_, Book \_\_\_\_\_ page \_\_\_\_\_ on the following described real property in \_\_\_\_\_, New York in the amount of \$\_\_\_\_\_:

[Property description]

NOW, THEREFORE, the undersigned does hereby acknowledge satisfaction of the Lien of Benefit Assessment and does direct the Clerk of the [County/City/Town/Village] to release, cancel and discharge the Benefit Assessment Lien in accordance with the Enabling Act and the Local Law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Energy Improvement Corporation

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Capital Provider]

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Property Owner]

STATE OF NEW YORK                    )  
  )  
COUNTY OF \_\_\_\_\_)

ss.: \_\_\_\_\_

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF \_\_\_\_\_)

ss.: \_\_\_\_\_

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Capital Provider].

\_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF \_\_\_\_\_)

ss.: \_\_\_\_\_

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Property Owner].

\_\_\_\_\_

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Clerk of [County/City/Town/Village]



///

MAY 07 2019

Matthew L. Parish  
City of North Tonawanda  
Clerk/Treasurer

05/02/19

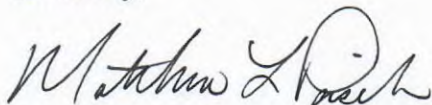
North Tonawanda Common Council  
216 Payne Ave  
North Tonawanda, N.Y. 14120

RE: Committee to establish City Market Rules and Regulations

Common Council,

I would like to request that a committee be formed with the intent of establishing a set of rules and regulations for City Market Vendors and Guests. It has been brought to my attention that no such document exists and as we are approaching peak market season I feel it is important to address this issue. I would request that the committee consist of the following individuals: Dale Rogers (Market Clerk), Donna Braun (2<sup>nd</sup> Ward Alderwoman), Robert Pecoraro (Alderman at Large), Matthew Parish (Clerk/Treasurer) Arthur Pappas (Mayor), Nicholas Robinson (Asst. City Attorney) and one market vendor (selected by Market Clerk Dale Rogers).

Sincerely,



Matthew L. Parish  
Clerk/Treasurer



**City of North Tonawanda**  
**Department of Engineering**  
City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
[www.northtonawanda.org](http://www.northtonawanda.org)

  
**Dale W. Marshall, P. E.**  
City Engineer  
Phone: (716) 695-8565  
Fax: (716) 695-8568

April 26, 2019

**MAY 07 2019**

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

**Re: 2018 Draft Annual Stormwater Report**

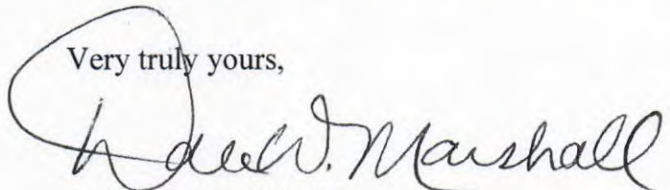
Honorable Body:

The City of North Tonawanda, in partnership with Western New York Stormwater Coalition, would like to invite the public to review and comment on its draft 2018 Annual Stormwater Report in an effort to increase public awareness and encourage involvement with stormwater pollution prevention.

The Western New York Stormwater Coalition is a group consisting of representatives from Erie County, Niagara County, thirty nine regulated municipalities and environmental consultants. The members meet on a bi-monthly basis to collaborate on shared projects that support their stormwater management programs.

The draft annual report highlights the best management practices that the City of North Tonawanda has implemented in its efforts to prevent pollutants from entering municipal storm sewer systems and local waterways. The draft annual report is available for review and comment at the City Engineer's Office, Room 9 on the second floor, City Hall, 216 Payne Avenue. A copy of the report is also available online at [www.northtonawanda.org](http://www.northtonawanda.org) under the Stormwater Management Program heading. For more information, contact Dale W. Marshall, P.E. at (716) 695-8565.

Very truly yours,



Dale W. Marshall, P.E.  
City Engineer

DWM:cls

Cc: file, w/a  
Mark Zellner, Superintendent of Public Works  
Jaime Davidson, P.E., JM Davidson Engineering

RECEIVED  
CITY CLERK'S OFFICE  
2019 APR 26 PM12:42  
NORTH TONAWANDA NY



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

*D.W. Marshall*  
**Dale W. Marshall, P. E.**  
City Engineer  
Phone: (716) 695-8565  
Fax: (716) 695-8568

April 26, 2019

**MAY 07 2019**

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

**Re: North Tonawanda Stormwater Program Assistance Agreement**

Honorable Body:

As part of the city's commitment as a member of the Western New York Stormwater Coalition beginning in 2010, the city has implemented a vigorous stormwater program to bring the city in compliance with the new stormwater regulations and requirements of the Federal and State Government with the assistance of Jaime M. Davidson, P.E.

The tasks of the consultant are to increase the city's public education and outreach programs, to prepare the annual stormwater report for submission to NYSDEC, to develop and maintain a dedicated stormwater webpage on the city's website, and most importantly; to coordinate and develop a pollution prevention/good housekeeping program for all municipal operations that includes, public works, water, wastewater and recreation departments and to ensure their compliance. In addition, the consultant is required to inspect and report on the all city storm water detention facilities and stormwater management units, as well as to assist the Department of Public Works in the annual inspection of the city's storm sewer outfalls to the Niagara River, and Tonawanda and Sawyer Creeks respectively.

Accordingly, I respectfully request the Common Council approve the enclosed 2019 North Tonawanda Stormwater Program Assistance Agreement with JM Davidson Engineering, D.P.C., 525 Wheatfield Street, Suite 20, North Tonawanda, NY 14120 in an amount not to exceed \$5,000; authorizing the Mayor to sign said agreement subject to the review by the City Attorney.

Very truly yours,

*Dale W. Marshall*  
Dale W. Marshall, P.E.  
City Engineer

DWM:cls

Cc: file, w/encls  
Luke A. Brown, City Attorney, w/encls  
Mark Zellner, Superintendent of Public Works  
William Davignon, Superintendent of Water and Wastewater  
Alex Domaradzki, Director of Youth, Recreation and Parks

RECEIVED  
CITY CLERK'S OFFICE  
2019 APR 26 PM 12:42  
NORTH TONAWANDA NY

April 26, 2019

Mr. Dale W. Marshall, PE  
City Engineer  
City Hall, 216 Payne Avenue  
North Tonawanda, New York 14120

**SUBJECT: PROPOSAL  
CITY OF NORTH TONAWANDA  
STORMWATER PROGRAM ASSISTANCE 2019**

Dear Mr. Marshall,

JM Davidson Engineering, D.P.C. (JMD) appreciates the opportunity to submit the following proposal to continue assisting the City of North Tonawanda (City) with implementation of your Stormwater Program. The City has a well-defined Stormwater Management Program (SWMP) that maintains compliance with the requirements of the most recent NYSDEC SPDES General Permit (GP-0-15-003) that went into effect on May 1, 2015.

#### **SCOPE OF WORK**

The scope of services and basis of contract shall be as follows, including the assumptions made in developing the scope of work. The proposed tasks have been divided into two categories:

- **Required Tasks** are the base scope that will be completed by JMD during this calendar year.
- **Optional Tasks** are work items that JMD can perform at the City's request or can assist City staff in completing. The Optional Tasks would either be completed with any hours remaining in the proposed project budget once the Required Tasks are complete, or performed for an additional fee utilizing the hourly rate in the table below. The optional tasks may also be solely performed by City staff, without JMD assistance.

#### **Required Tasks**

1. Attend an initial Coordination Meeting with the City Engineer. JMD will meet with the City Engineer / Stormwater Management Officer to review the City's SWMP and define the tasks that are required in the calendar year, including the responsible party for each.
2. Attend Western New York Stormwater Coalition (WNYSC) Meetings. JMD is currently representing the City on the WNYSC Executive Board. JMD will attend the 5 annual meetings of the WNYSC, held in February, April, June, September, and November. When JMD's Executive Board term is complete, meeting attendance will become an Optional Task.
3. Complete the Stormwater Annual Report for the DEC as required. The reporting year runs from March 10 of the current year to March 9 of the following year. An MS4 annual report must be submitted to DEC by June 1 to document the activities associated with the City's SWMP over the past year. A draft report needs to be completed prior to the first May City Council meeting because a public information session regarding the draft annual report may need to be held at or before that meeting. This task includes:

- a. Meeting with City Department Heads, as needed, to gather information required for the annual report.
- b. Preparing the draft annual report and finalizing based on review comments from the City.
- c. Assisting with public review of the annual report. The City has the option to present the annual report at a public meeting or to post the report for public review on the City's website. Based on the City's preference, JMD will either attend a public meeting to assist the City with presenting the annual report or will prepare the required documentation and coordinate with the City Engineer on posting the annual report on the City's website.

We have assumed that the City will be responsible for signing the final annual report, and JMD will mail it to DEC by the June 1 deadline.

#### **Optional Tasks**

4. Review the City's written SWMP, SWPPP / Active Construction Site Inventory, Post-Construction Stormwater BMP Inventory, and City-owned Facility Inventory and revise each document as needed to reflect any changes that have occurred since they were originally developed or last reviewed.
5. Review and organize the City's stormwater file cabinet, located in the City Engineering Department, as needed to ensure the City has all required files on-hand in the event of a NYSDEC audit.
6. Work with the City Engineering Department to complete an update to the City's stormwater webpage, as needed.
7. Organize and lead a meeting with the City Department Heads involved in stormwater activities to complete an internal audit of pollution prevention / good housekeeping for municipal operations (PP/GH) practices. The involved departments may include Department of Public Works (DPW), Buildings and Maintenance, Parks and Recreation, Library, and Water/Wastewater.
8. Assist the City with stormwater outfall inspections.
9. Assist the City with stormwater pond inspections.
10. Complete construction site / SWPPP inspections.
11. Conduct or assist the City with PP/GH inspections of municipal facilities.

#### **FEES AND TERMS**

Required Tasks 1-3 described above shall be provided on a Time and Expense basis with a fee not-to-exceed **\$5,000**, as detailed in the table on the following page.

Any hours remaining once the Required Tasks are complete can be used to complete Optional Tasks. Optional Tasks would be completed at the hourly rate below; however, the total hours for the Required Tasks plus the Optional Tasks is not-to-exceed the maximum hours budgeted for this project (see table on the following page). Should the City desire JMD to complete additional Optional Tasks above and beyond the not-to-exceed fee, these would be completed at the hourly rate below with a negotiated not-to-exceed cost for each task.

Expenses include actual expenditures incurred in the interest of the project, as listed below:

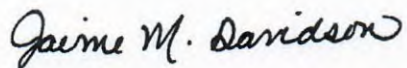
- Private automobile travel at current GSA rate (not including travel to and from the job site).
- Cost of postage and shipping expenses other than first class mail.
- WNYSC annual lunch meeting fee (at cost).

	Hours	Hourly Rate	Subtotal
Labor (Senior Engineer)	44	\$110	\$ 4,840
Expenses			\$ 160
<b>TOTAL</b>			<b>\$ 5,000</b>

We appreciate the opportunity to present this proposal to you and look forward to continuing working with you on your Stormwater Program. If you have any questions regarding this letter, please contact me at (716) 912-1423.

Sincerely,

JM Davidson Engineering, D.P.C.



---

Jaime M. Davidson, PE  
President

V 8



**CITY OF NORTH TONAWANDA WATER WORKS**

830 RIVER ROAD

NORTH TONAWANDA, NEW YORK 14120

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

Cell: (716) 583-1518

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

MAY 07 2019

**William M. Davignon**  
*Superintendent*

April 25, 2019

**Dear Honorable Body,**

As per sec. 14.2 of the OPEIU Union Contract: "*Professional Improvement Program*", I am requesting your approval to attend the annual 2019 New York Water Environment Association ("NYWEA") Spring Technical Conference in Saratoga Springs, NY from June 9, 2019 – June 13, 2019.


I have attached the cost of the conference, hotel and travel (total estimated cost = \$1,750). We have the necessary funds to cover this expense in our Water Administration budget line.

I would appreciate the opportunity to attend this Conference. It is a good opportunity for me to improve my water & wastewater knowledge and network with other Professionals in my field.

Please let me know if you approve of my attendance at the NYWEA 2019 Annual Spring Technical Conference. Feel free to contact me if you have any questions or would like to discuss this in more detail.

Thank you for your time and consideration of my request.

Sincerely,

  
William M. Davignon, Superintendent

RECEIVED  
CITY CLERK'S OFFICE  
2019 APR 25 AM 10:13  
NORTH TONAWANDA NY

# REGISTRATION FORM

Pre-registration Deadline, Friday, May 31, 2019  
<https://tinyurl.com/RegSM19>

**New York Water Environment Association**  
**Spring Technical Conference & Exhibition**  
**June 10-12, 2019**  
**The Saratoga Hilton, 534 Broadway, Saratoga Springs, NY**



## 1. REGISTRATION INFORMATION (AS IT IS TO APPEAR ON YOUR NAME BADGE. USE ONE FORM PER PERSON.)

Last Name: DAVIGNON First Name: William Nickname: Bill  
 Affiliation: NORTH TONAWANDA WATER & WASTEWATER Email: wm.d\_ntw\_wtp@live.com  
 Phone: (716) 695-8560 Address: 830 RIVER ROAD City: NORTH TONAWANDA State: NY Zip: 14120

2. REGISTRATION SELECTION see page 2 for meals included		PRE-REGISTRATION (on or before May 31)		ONSITE REGISTRATION (after May 31)	
		MEMBER	NON MEMBER	MEMBER	NON MEMBER
NYWEA ID # <u>01496441</u>					
<b>A. Full Meeting -</b>		<u>\$425</u>	\$510	\$470	\$555
<b>B. One Day</b>	Select Day(s): <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W	\$170/day	\$255	\$210/day	\$395
<b>C. Operators &amp; Young Professional Members</b>	Select Day(s): <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W	\$100/day	\$185	\$140/day	\$225
<b>Operations Challenge - per person</b>	Full Week	\$275		\$275	
<b>D. Retired/Life Members</b>	Select Day(s): <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W	\$50/day		\$50/day	
<b>E. Student (w/ID)</b>	Select Day(s): <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W	\$25/day	\$25/day	\$25/day	\$25/day
<b>F. Speaker (on the day presenting)</b>	Select Day(s): <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W	\$130	\$130	\$130	\$130

Non-members wishing to register at the member rate, may sign up for membership and submit the forms together to receive the member rate. Please contact the NYWEA office at 315-422-7811, x1 if you have any questions.

3. SPECIAL REGISTRATION	BEFORE May 31	AFTER May 31	AMOUNT
EXHIBITOR MOBILE SESSION -Tues @ 1:30 pm, Exhibit Hall, <b>Registration Required</b>			\$0
Monday Reception & Dinner - June 10	@	\$60	\$70
Environmental Tour - Global Foundries - Space is limited	<input type="checkbox"/> Yes, I'll participate		\$0

## 4. PAYMENT INFORMATION

**TOTAL REGISTRATION FEE: \$**

- Charge VISA/MC/Amex/Discover Card # \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Check # \_\_\_\_\_ Signature: \_\_\_\_\_ Security Code: \_\_\_\_\_  
 Purchase Order # \_\_\_\_\_ I authorize NYWEA to charge my credit card for the amount indicated.

**RETURN COMPLETE FORMS TO:** NYWEA, 525 Plum Street, Suite 102, Syracuse, NY 13204 or fax to: 315-422-3851 or register **online** <https://tinyurl.com/RegSM19>.

**Pre-registration Deadline: Friday, May 31, 2019**

**QUESTIONS?** Call 315-422-7811

**CANCELLATIONS** must be submitted in WRITING by Friday, May 31, 2019. A 20% service fee will apply to all cancellations received by May 31<sup>st</sup>; no refunds will be made on registration fees or special events after May 31<sup>st</sup>. Due to Association agreements and guarantees, fees are forfeited if you are not able to attend the Conference.

**PLEASE SEE REVERSE FOR COMPLETE REGISTRATION INFORMATION**



# NY Water Environment Assn


Jun 8, 2019 - Jun 13, 2019

## Reservation Details

ACKNOWLEDGEMENT NUMBER:32LVFF8F

Hotel

### THE SARATOGA HILTON

The Saratoga  Hilton

534 Broadway , Saratoga Springs , NY 12866 , UNITED STATES

[www1.hilton.com/en\\_US/hi/hotel/ALBSAHF/index.do](http://www1.hilton.com/en_US/hi/hotel/ALBSAHF/index.do)

### ONE KING BED ACCESSIBLE TUB

DATES: Jun 9, 2019 - Jun 13, 2019

4 nights , 2 adults , 0 children

RATES	USD 688.00
TAXES & FEES	USD 89.44
<b>TOTAL ROOM PRICE</b>	<b>USD 777.44</b>

### ADD-ONS

**SUBTOTAL** USD 777.44

### GUEST SUMMARY

#### WILLIAM M DAVIGNON, DAVIGNON

154 Jefferson Ave.,  
North Tonawanda, NY, 14120  
US

wmdavignon@live.com  
7166289889

Jun 9, 2019 - Jun 13, 2019

#### MELISSA L DAVIGNON, DAVIGNON

154 Jefferson Ave.,  
North Tonawanda, NY, 14120  
US

wmdavignon@live.com  
7166289889

Jun 9, 2019 - Jun 13, 2019

PAYMENT INFORMATION

BILLING ADDRESS

RATES

VII, 1

AMANDA REIMER  
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

MAY 07 2019

May 2, 2019

Honorable Arthur G. Pappas, Mayor  
and Common Council  
City Hall, 216 Payne Avenue  
North Tonawanda, New York 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 May 7, 2019, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,



Amanda Reimer  
City Accountant

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 30 AM 9:58  
NORTH TONAWANDA NY

VII.2

AMANDA REIMER  
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

MAY 07 2019

April 29, 2019

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

Dear Honorable Body:

In accordance with Article V, Division 2, Section 5.023 and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following amendment of fiscal year 2019 appropriations, based on the request of the Department Head, copy attached.

Control Number	Dollar Amount	<u>Decrease Appropriation Account</u>	<u>Increase Appropriation Account</u>
23	\$17,378.00	004.0882.0000 Reserve for Repairs	004.8120.0480, Sanitary Lines Operations

Regards,



Amanda Reimer  
City Accountant

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 30 AM 9:58  
NORTH TONAWANDA NY

# Budgetary Transfer Request Form

Department: Public Works

Date: 4/23/2019

Appropriation Accounts and Documentation					
Dollar Amount	Account Description				
\$17,378.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">From Appropriation Account 004.0882.0000 <u>Repair Reserve</u></td> <td style="width: 50%;">Into Appropriation Account 4-8120.0480 <u>Operations</u></td> </tr> <tr> <td style="text-align: center;">Account Number</td> <td style="text-align: center;">Account Number</td> </tr> </table>	From Appropriation Account 004.0882.0000 <u>Repair Reserve</u>	Into Appropriation Account 4-8120.0480 <u>Operations</u>	Account Number	Account Number
From Appropriation Account 004.0882.0000 <u>Repair Reserve</u>	Into Appropriation Account 4-8120.0480 <u>Operations</u>				
Account Number	Account Number				
<b>Explanation:</b>					
Transfer needed for emergency sewer repairs on Wurlitzer Drive					

**Please Check One**

X	
Common Council Action	NO Common Council Action

*Paul R. Zilk*

Department Head Signature	Date
4/23/2019	

**Budgetary Transfer Policy**

2.11 - Budgetary transfers can be initiated by a Department Head on his or her signature if **all** of the following criteria is met:

1. Transfer appropriations must be less than \$250,000
2. Transfer only between existing appropriation accounts within your Department Budget
3. Accumulated transfers made into any one appropriation account can not total more than \$250,000 within any fiscal year

2.21 - Budgetary transfers can be initiated by a Department Head through the Common Council if **one** of the following Criteria is met:

1. Transfer appropriations must be over \$250,000
2. Creation of a new appropriation account your budget

**For Accounting Department Use Only**

Control #	Department of Accounting Audit	Common Council Meeting Date
23	<i>AG</i> 4/26/19	5/7/19

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

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



May 2, 2019

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

Dear Mayor Pappas and Common Council,

After several meetings with department heads and two council workshops, I am submitting the final proposal from Michael Gawel who is wishing to hold a WNY Country Music Festival at Gratwick Riverside Park, from 10:00am Saturday August 10, 2019 to 8:00pm Sunday August 11, 2019. The event will include music entertainment, beer tent, and food vendors.

Attached you will find the details outlining the event in regards to what is expected from the City and what is expected of Mr. Gawel. All of the items on the attached proposal have been agreed on during the meetings and workshops by both parties, including the responsibility of Mr. Gawel to cover the cost of City Police, Fire and EMS along with park event fees which come to an estimated total of \$12,341.92. An official detailed agreement will be drawn up by the City Attorney's Office and signed by Mr. Gawel and Mayor Pappas pending council approval.

Respectfully Submitted,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors

RECEIVED  
CITY CLERK'S OFFICE

2019 MAY 2 PM 2:16  
NORTH TONAWANDA NY

## WNY Country Music Festival 2019

### Proposal Details

- Event Name: WNY Country Music Festival
- Description: A two day event featuring country music performances, beer tent, inflatables, and food vendors. Entry fee will be charged. Pre-sale tickets will be sold to control the crowd size.
- Event: Saturday August 10 – Sunday August 11
- Location: Gratwick Riverside Park
- Times: 8/10/19- 10:00am-11:00pm  
8/11/2019- 10:00am-8:00pm
- Contact: Michael Gawel 8920 Griffon Ave, Niagara Falls, NY 14304  
622-0700; [gawelmichael@yahoo.com](mailto:gawelmichael@yahoo.com)
- Set Up: Friday August 9, 2019 (3:00-9:00pm) \*See map for site location
- Vendors (10 food vendors, 2 trucks)- All but two vendors will be repeat vendors from the Thunder on the Niagara.
    - All vendors will be reviewed and inspected by NT Fire Department for flame resistant tents, etc. Food trucks must have permit through Clerk's office
  - Beer Tent will be fenced off and WNY Country Music Festival will provide security for this area (deputies).
  - WNY Country Music Festival will provide sufficient number of portable bathrooms and have them pumped and cleaned out Sunday morning (prior to 10am event start time of day 2) and cleaned out and removed by Monday August 12<sup>th</sup>.
  - Fencing around "concert area" starting 20-30 feet north of Witmer Road entrance moving north towards the Northwest end of the park . Fencing to be provided by City, WNY Country Music Festival willing to put it up.
  - Fencing along river road on the southeast end of park will be in place by City to prevent vehicles exiting the park from the grass.

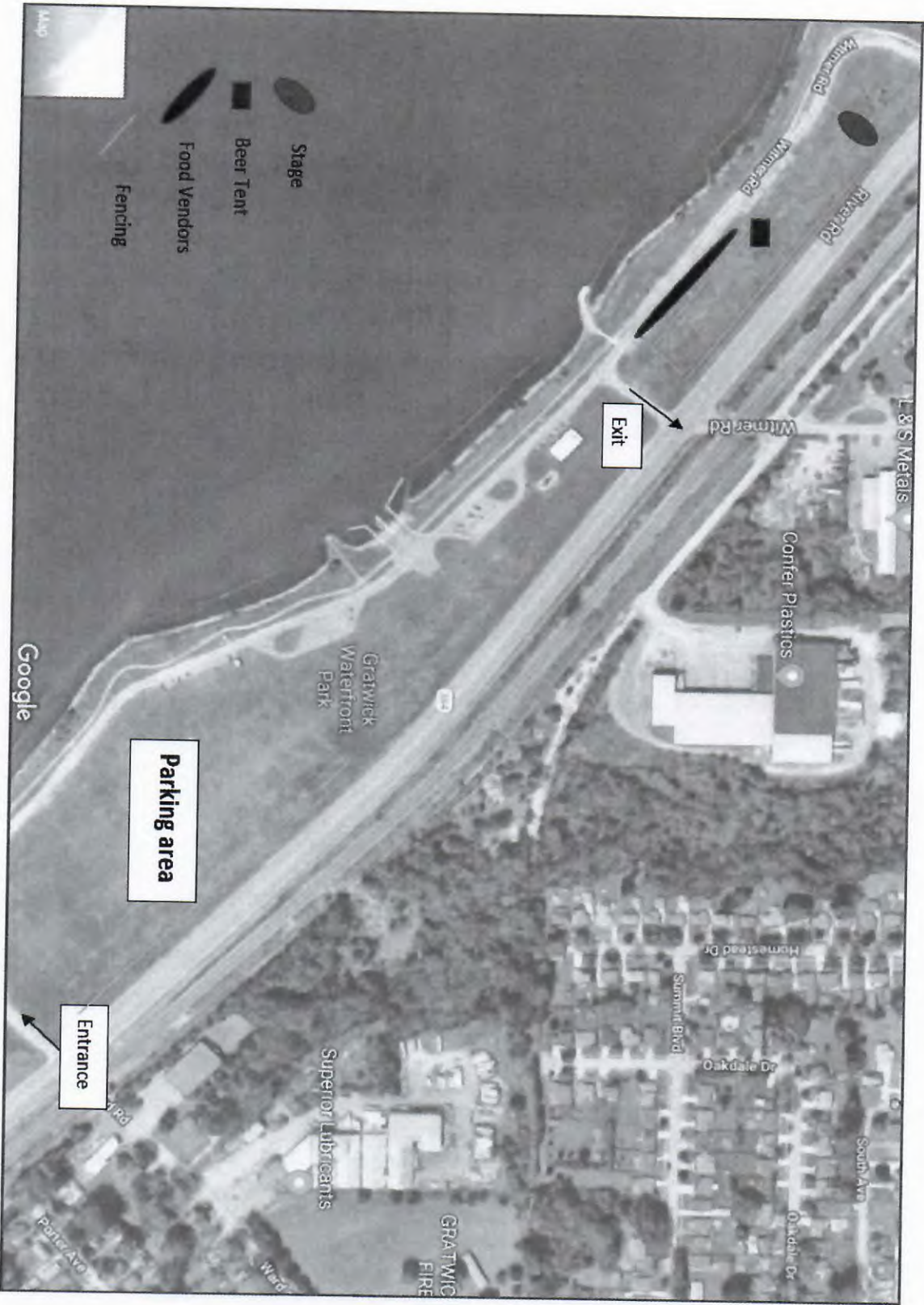
Other Notes:

- Boat launch and walking path will remain open for public use.
- No on-site camping (vendors, public, artists, staff, etc)
- No alcohol permitted beyond the designated beer tent area.
- WNY Country Music Festival will provide staff for parking area.
- City will provide additional garbage receptacles/totes, & barricades/fencing.
- Garbage pickup on Sunday morning (prior to 10am event time) and Monday
- WNY Country Music Festival agrees to reimburse the City for the cost of Police, Fire and EMS Personnel as detailed in the attached letters from the Police Chief and Fire Chief.
- WNY Country Music Festival agrees to pay the special events fee of \$300.00 per day (totaling \$600.00 for use of Gratwick Park) to the NT Parks & Recreation Department.
- WNY Country Music Festival will provide Attorney's office with required liability insurance certification.
- Suggested that WNY Country Music Festival file for a New York State Part 18 permit to cover them for a crowd of 5,000 or more.

NT Parks & Rec Special events fee:	\$600.00
*NT Police (estimate)	\$9,061.00
*NT Fire/EMS (estimate)	<u>\$2,680.92</u>
Total Estimated Reimbursement	\$12,341.92

*\*See breakdown from Police Chief & Fire Chief letters*

*These items were discussed and agreed upon over the course of several meetings with WNY Country Music Festival representatives, the City Attorney, Police Chief, Fire Chief, Director of Parks & Recreation, DPW Superintendent, and Mayor's Office representatives.*



Google

Parking area

Entrance

Exit

- Stage
- Beer Tent
- Food Vendors
- Fencing

Map

Google

Parking area

Entrance

Exit

- Stage
- Beer Tent
- Food Vendors
- Fencing

Map



CITY OF NORTH TONAWANDA  
NORTH TONAWANDA, NEW YORK 14120

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

April 23, 2019

## WNY COUNTRY MUSIC FEST

Fire Department overtime for this event is estimated as follows and based on event times given at the meeting held April 22, 2019. Proper EMS will be two teams made up of 1 Officer and 1 Firefighter each day. This has been a successful number of personnel used in the past at concerts held at Gratwick Park.

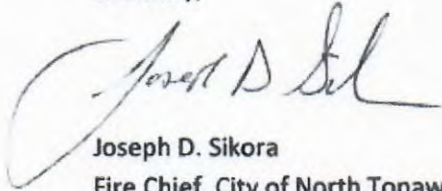
The event is scheduled to run from 10:00 hours to 23:00 hours on Saturday, 4/10/19 and from 10:00 hours to 20:00 hours on Sunday, 4/11/19. There will be one additional hour needed to relieve personnel on 4/10/19 without an interruption in EMS service. This brings the total number of hours needed for effective coverage for the two day event to 24 hours.

As per the contract between the City of North Tonawanda and the North Tonawanda Professional Firefighters, Local 1333, hourly overtime rates are as follows: Assistant Chief - \$62.040, Captain - \$55.395, and Firefighter - \$49.665.

Total cost for EMS coverage for the entire two day event will be approximately: **\$2680.92**. This number could be higher or lower depending on what personnel are used to fill the time slots for the event.

If you have any questions I can be reached at (716) 693-2201.

Sincerely,



Joseph D. Sikora  
Fire Chief, City of North Tonawanda



Department of Police

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

TELEPHONE  
(716) 692-4114  
FACSIMILE  
(716) 692-4321  
EMERGENCY NO.  
9-1-1

April 25, 2019

WNY Country Music Fest  
8920 Griffon Avenue  
Niagara Falls, NY 14304  
Attn: Mike Gawel

Dear Mike,

The following is an estimated cost analysis for anticipated services provided by the North Tonawanda Police Department for the proposed two day country music festival at Gratwick Park on August 10 and 11, 2019:

**August 10, 2019 10:00 am -12:00 midnight**

(One hour added beyond the 11:00 pm closing time while the park is cleared of attendees.)

One (1) Police Lieutenant	
Three (3) Police Officers	
Two (2) Bicycle Officers	\$ 5074.16

**August 11, 2019 10:00 am – 9:00 pm**

(One hour added beyond the 8:00 pm closing time while the park is cleared of attendees.)

One (1) Police Lieutenant	
Three (3) Police Officers	
Two (2) Bicycle Officers	\$ 3986.84

---

<b>Total for two day event</b>	<b>\$ 9061.00</b>
--------------------------------	-------------------

This is only an estimate and the dollar amount may change depending on how long it takes to clear the park. Also as per our conversations at the April 19, 2019 meeting the Chief of Police or his designee reserves the right to call in extra manpower contingent on the crowd size.

Sincerely,

Roger R. Zgodak  
Chief of Police

Cc Office of the Mayor  
Common Council  
Alex Domaradzki  
File

XVII.

MAY 07 2019

April 8, 2019  
Matthew L. Parish  
City Clerk/Treasurer  
216 Payne Avenue  
North Tonawanda, NY 14120

RECEIVED  
CITY CLERK'S OFFICE

Traffic Safety Minutes:

2019 APR 10 AM 10:31  
NORTH TONAWANDA NY

The April 2019 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1900 hours. Roll call showed the following members present: R. Frank, J. Sikora, M. Daigler, M. Lemke, D. Grinnell, A. DiBernardo. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

1. Committee members looked into possible spots for handicapped parking around the North Tonawanda Recreation Center and came up with some couple of ideas of where to place the handicapped parking spots. Member Daigler will work with Parks and Recreation Director, Alex Domaradzki, on what spots would be best for the recreation center.
2. The committee received a complaint from Todd Skoczylas regarding speeders on Linwood Avenue. Member Frank will have Traffic Officer Cress monitor the street. The electronic speed sign will also be placed on Linwood Avenue to slow down vehicles. Member Frank left a voicemail for Skoczylas informing him of our decision.
3. The owners of 460 Oliver Street, Jack and Mary Ann Coher, requested a terrace parking permit. The committee will look into the request and will discuss it at the May meeting.
- ④ The owner of 778 Oliver Street, Al Ridge, would like 2 signs put up in front of his business that state "30 Minute Parking Monday-Friday 8:00-4:00". These signs would be split apart to designate 2 spots for Ridge's business. Mr. Ridge states that there were signs up in front of his business in the past and were taken down when the business across the street closed down. The committee recommends the signs and believes that two spots will not hinder any other business.

Meeting Adjourned at 2015 hours.

Travel Safely

Robert J. Frank

XIX  
MAY 07 2019

# Memo

**Building Inspector's Office**  
City of North Tonawanda  
(716) 695-8595  
FAX (716) 695-8568

**To: Mayor and Common Council**

**Date: April 17, 2019**

**From: Cosimo R. Capozzi**  
Building Inspector

**Re: Weed cutting contract**

Attached please find copy of the only proposal received by this department for brush, weed cutting and clean up of private property for the 2019 season.

We sent out ten requests for bids to local landscaping contractors, and advertised request for bids in the Niagara Gazette on 3-27-19, 4-3-19 & 4-10-19. We received a single bid, copy included.

After opening said bids in the presence of the City clerk and a review of same, I recommend that the 2019 weed contract be awarded to the only responsible bidder, Complete Lawn Care & Fencing Inc. 378 Witmer Rd. North Tonawanda. This is the same company we used for 2018 and are satisfied with their performance.

If you have any questions or need additional information, please let me know.

CC: Mayor  
Council  
File

**Cosimo R. Capozzi**

Building Inspector

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 16 PM 4:00  
NORTH TONAWANDA NY



**City of North Tonawanda**  
216 Payne Ave.  
North Tonawanda, NY 14120-5446

(716) 695-8596  
Fax (716) 614-0632

**Code Enforcement Department**

**Building and Code Enforcement**  
216 Payne Ave.  
North Tonawanda, NY 14120

March 20, 2019

**Complete Lawn Care & Fencing**  
378 Witmer Rd  
North Tonawanda, NY 14120

Dear Sir or Madam,

The City of North Tonawanda Code Enforcement Office is offering the enclosed request for quotes on brush & weed cutting, as well as nuisance cleanup on private lots in the City of North Tonawanda. All bids must be received by April 15<sup>th</sup> 2019

It is the City's intent to request quotes from responsible and properly insured weed and brush cutting contractors to perform work for Code Enforcement, to enforce its nuisance and weed ordinance during the current year. Copies of the required specifications for the work and quotation forms are enclosed. **A working cell phone number/landline and a working fax machine are essential to maintain accuracy of requested work orders & completion forms.**

**The successful bidder would need to follow the following procedures:**

- (1) Upon notification of a job site in need of services, the contractor would have three (3) days to complete the job. We do understand, that heavy rain can affect completion within the 3 day limit. **Work orders will be faxed on a daily basis, as needed. A response from you that orders were received would be appreciated. This helps the process run much more efficiently.**
- (2) The contractor would have three (3) days from the completion of jobs to submit their invoices to the Building Inspector's Office. **You may send your work order/invoice back by fax to 695-8544.**

2018 APR 16 AM 11:07  
NORTH TONAWANDA NY

2018 APR 16 AM 11:07  
NORTH TONAWANDA NY  
RECEIVED  
CITY CLERK'S OFFICE

**The successful bidder would need to fulfill the following requirements:**

- (1) Contractors must provide current insurance certificates for:
  - a. Workers Compensation
  - b. Liability
  - c. Disability
- (2) Contracts must:
  - a. Have a minimum of three employees
  - b. Have commercial grade equipment with all guards and safeties in place
  - c. Have the ability to conduct grass cuts within three days of notification and must be able to make said cuts during business hours. All grass, clippings and debris must be removed from the property.
- (3) Beyond grass cuts, the contractor will also be responsible and must be able to assist the City in property abatement. This will include:
  - a. The ability to remove and dispose of items and debris
  - b. The ability to install padlock hasps and padlocks on residential and commercial doors
  - c. The ability to measure, cut and install plywood covers on first floor windows and doors at residential and commercial properties

**Contractors may respond by completing the enclosed quotation form with proof of proper insurance and return the bid in a sealed envelope to the Code Enforcement Department, 216 Payne Avenue, North Tonawanda, NY 14120 by April 4, 2017. Faxed bids cannot be accepted. These bids are given unopened to the Common Council to review.**

**Cosimo Capozzi  
Building Inspector**

## 2019 Proposal

I (We), the undersigned, propose to furnish the City of North Tonawanda Building Inspection Department with the proper equipment and experienced manpower, as specified in the Bid Request, to cut and/or mow and remove all vegetation such as weeds, brush, undergrowth etc. while operating under City's Ordinance, Chapter 62 Nuisances and Chapter 100 Weeds, on privately owned lots within the City for such compensation as agreed to below. By signing this proposal, I (We) agree to hold the City harmless for any and all damages or suits or causes of action arising out of Contractor's operations under this agreement. I (We), the undersigned by submitting said proposal fulfill all bid specifications; said specifications are hereby incorporated into said proposal as a contract document.

Note: Quantities of work are not guaranteed.

<u>Description</u>	<u>Unit Price</u>
1) Lots with frontage up to 35 feet and 150' Depth	<u>37.00</u> ea
2) Lots with frontage 36 to 60 feet and 150' Depth	<u>47.00</u> ea
3) Lots with 61 to 100 feet and 150' Depth	<u>57.00</u> ea
4) Lots with frontage 101 feet to 1 acre of land	<u>67.00</u> ea
5) Rate for each additional acre for lots with 101 feet or more of frontage	<u>67.00</u> ea
6) Rate per man hour for R.O.W. margins and improved properties. This bid is used when securing vacant buildings or in debris cleanup	<u>42.00</u> ea
	TOTAL \$ <u>317.00</u>

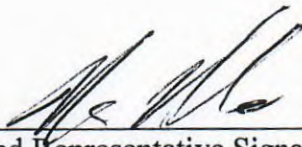
Number of Employees: 6

Equipment Available:

4 Trucks, 6 commercial mowers, Tractor, skid steer  
Backhoe, excavator

CLF Complete Lawn Care & Fencing Inc.

Company Name

  
Authorized Representative Signature

376 Witmer rd

Address

President

Title

N. Tonawanda, NY 14120

City/State/Zip

716-946-6840

Office Phone #

716-

Fax#

716-946-6840

Contact Cell #



# City of North Tonawanda

XXVI. 1

MATTHEW L. PARISH  
City Clerk-Treasurer  
mattparish@northtonawanda.org

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

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

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

**MAY 07 2019**

4/18/2019

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 March 2019.

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 18 PM2:32  
NORTH TONAWANDA NY

## General Fund

Balance Fwd - Checking	1,206,238.08
Balance Fwd - Money Market	7,832.33
Investments	0.00
Receipts for the month	2,557,248.80
Warrants Drawn	<u>(3,575,528.04)</u>
	\$195,791.17

## Sewer Fund

Balance Fwd - Checking	711,232.51
Balance Fwd - Money Market	252,388.70
Investments	0.00
Receipts for the month	496,017.78
Warrants Drawn	<u>(581,774.28)</u>
	\$877,864.71

## Water Fund

Balance Fwd - Checking	1,077,991.82
Balance Fwd - Money Market	1,235,404.20
Investments	0.00
Receipts for the month	347,955.06
Warrants Drawn	<u>(325,474.96)</u>
	\$2,335,876.12

## Trust & Agency Fund

Balance Fwd - Checking	328,121.78
Receipts for the month	152,598.69
Warrants Drawn	<u>(141,662.71)</u>
	\$339,057.76

## Capital Construction Fund

Balance Fwd - Checking	1,313,768.25
Balance Fwd - Money Market	3,477,001.83
Receipts for the month	74,443.41
Warrants Drawn	(1,022,725.09)
	<hr/>
	\$3,842,488.40

## Community Development Fund

Balance Fwd - Checking	1,710,933.46
Receipts for the month	0.00
Warrants Drawn	(13,361.00)
	<hr/>
	\$1,697,572.46

## Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	246,753.00
Warrants Drawn	(246,753.00)
	<hr/>
	\$0.00

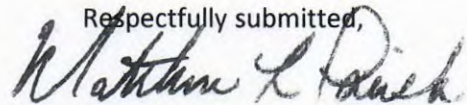
## Housing Rehabilitation Fund

Balance Fwd	1,469.23
Receipts for the month	0.03
Warrants Drawn	0.00
	<hr/>
	\$1,469.26

## Home Rehabilitation Fund

Balance Fwd	40,974.56
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$40,974.56

Respectfully submitted,



Matthew L. Parish  
City Clerk - Treasurer

~~XXX, /~~

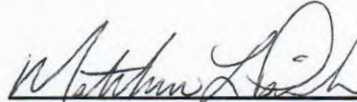
MAY 07 2019

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	11	110.00
			<b>Sub-Total:</b>	<b>\$110.00</b>
A1603	Misc. Fees	Birth Certificates	46	470.00
		Death Certificates	89	890.00
		Deaths Recorded	12	0.00
		Free Death Certificates	1	0.00
			<b>Sub-Total:</b>	<b>\$1,360.00</b>
A1980	Minor Sales	City Market	11	3,250.00
			<b>Sub-Total:</b>	<b>\$3,250.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
		Planning - Rezoning	1	100.00
		Terrace Park. Permit	4	20.00
			<b>Sub-Total:</b>	<b>\$220.00</b>
A2501	Permit Fees	Chicken Permits	4	100.00
		Food Truck	1	100.00
			<b>Sub-Total:</b>	<b>\$200.00</b>
A2505	Marriage License Fee	Marriage License Fee	6	105.00
			<b>Sub-Total:</b>	<b>\$105.00</b>
A2506	Conservation	Conservation	16	41.48
			<b>Sub-Total:</b>	<b>\$41.48</b>
A2540	Racing & Wagering Fees	Bingo Proceeds	9	103.65
			<b>Sub-Total:</b>	<b>\$103.65</b>
A2542	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	120	1,080.00
		Female, Unspayed	6	102.00
		Male, Neutered	91	819.00
		Male, Unneutered	8	136.00
		Replacement Tags	2	6.00
			<b>Sub-Total:</b>	<b>\$2,143.00</b>
A2610	Minor Sales	Parking Tickets	19	5,060.00
			<b>Sub-Total:</b>	<b>\$5,060.00</b>

RECEIVED  
CITY CLERK'S OFFICE2019 MAY 1 AM 10:45  
NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Total Local Shares Remitted:</b>	<b>\$12,593.13</b>
Amount paid to:	New York State Department of Health			135.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			253.00
Amount paid to:	NYS Environmental Conservation			709.52
<b>Total State, County &amp; Local Revenues:</b>		<b>\$13,690.65</b>	<b>Total Non-Local Revenues:</b>	<b>\$1,097.52</b>

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

  
 \_\_\_\_\_  
 City Clerk-Treasurer

05/01/19  
 \_\_\_\_\_  
 Date

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

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



XXV.2

MAY 07 2019

www.ntparksrec.com

---

May 1, 2019

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 April 2019.

**Senior Center's Total Monthly Services      904**

**Unduplicated      226**

**Duplicated      678**

Program this month included but not limited to: Nutrition Program, Attorney Services, General Membership Clubs, Club 99, Card Party and Niagara County Information & Referral.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 30 PM4:21  
NORTH TONAWANDA NY

CFO-A

**Lori Swartz**

---

**From:** Natalie Brown <nataliebrown628@gmail.com>  
**Sent:** Thursday, April 11, 2019 2:48 PM  
**To:** mattparish@northtonawanda.org; loriswa@northtonawanda.org  
**Subject:** Letter for NT Council

MAY 07 2019

**Please add this request to the next Council meeting Agenda:**

April 11, 2019

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

Dear Common Council Members,

My name is Natalie Brown. I own and manage the Project 308 Gallery located at 308 Oliver Street in North Tonawanda. I am requesting Oliver Street to be closed from Robinson St. to Schenck Street on **Saturday, August 17 from 9am -5pm** for the 6<sup>th</sup> Annual Oliver Street Art Festival. I am excited to bring the art festival to the neighborhood for its sixth year!

As we've done in the past, I'd like to showcase the work of over 50 artist vendors while attendees enjoy live music all day, food trucks and activities for kids. As I've done in the past, I plan to reach out to local community groups to showcase like the Oliver Street Merchants Association, the Old Chapel Antique Store and more. The community not only expects the festival each year, but they also enjoy how the festival livens up the neighborhood for a day.

Allowing me to close the street to host the festival is the first step towards a successful and fun event for the community. Please feel free to contact me with questions at the number below. Thank you for your time and consideration.

Sincerely,

Natalie Brown  
Project 308 Gallery  
308 Oliver Street  
North Tonawanda, NY 14120  
716-523-0068  
[Nataliebrown628@gmail.com](mailto:Nataliebrown628@gmail.com)

RECEIVED  
CITY CLERK'S OFFICE

2019 APR 11 PM 2:53  
NORTH TONAWANDA NY

--  
Natalie Brown  
Project 308 Gallery  
308 Oliver Street  
North Tonawanda, NY 14120  
716-523-0068  
[www.project308gallery.com](http://www.project308gallery.com)

CFO-B

MAY 07 2019

Date 4-15-19

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: RALPH LAFRENIERE  
Address: 722 PAYNE AVE.  
N. TON. N.Y. 14120  
Phone: 716-693-8958

RECEIVED  
CITY CLERK'S OFFICE  
2019 APR 15 PM 12:20  
NORTH TONAWANDA NY

CFO-C

# North Tonawanda National Little League

P O Box 510

North Tonawanda, New York 14120-0510

(716) 692-4598

MAY 07 2019

April 18, 2019

Matthew L. Parish  
City Clerk-Treasurer  
City Hall  
216 Payne Ave  
N. Tonawanda, N.Y. 14120

**Re: Parade Permit**

Dear Mr. Parish:

The North Tonawanda National Little League is requesting your assistance in obtaining Common Council approval for our annual opening day parade on May 18, 2019 and obtaining the necessary parade permit.

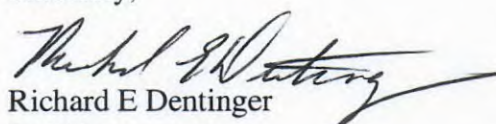
You are also invited to participate in the opening day parade and ceremonies for the 2019 Baseball season, which marks **67 years** of service to the community.

The parade will form at 9:30 a.m. at the former Lowery Middle School on Payne avenue and follow a route going south on Payne Avenue turning east on Wheatfield Street to our baseball complex at Wheatfield street and Stephen Sikora drive.

Please contact Rick Dentinger at 289-8492, if you have questions regarding the activities outlined above.

We look forward to seeing you on opening day.

Sincerely,

  
Richard E Dentinger  
President

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2019 APR 18 PM 12:30  
NORTH TONAWANDA NY



MAY 07 2019

April 20, 2019

Matthew Parish  
City Clerk  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, New York 14120

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2019 APR 22 PM 1:07  
NORTH TONAWANDA NY

Dear Mr. Parish,

We are requesting permission from the city council for a street closure on Webster Street between Goundry and the intersection of Main Street along Charles Fleishman Park. The purpose of the street closure is to host our 2<sup>nd</sup> Annual Farm to Table Dinner. The street addresses that the closure would impact are 102 -110 Webster Street. The event, "Farm to Table Artisans Block Party," is scheduled for Monday, July 8, 2019 between the hours of 5:00pm and 10:00pm. We would ask that the street be closed by 8:00 am that day in order to prepare for the event. The campus for the event will include plein air painters, musicians, and a tented area that will host the Farm to Table dinner seating for up to 200 guests. A portion of the proceeds from the "Farm to Table Artisans Block Party" will be donated to the Carnegie Art Center.

Thank you in advance for your consideration and approval of this request.

Sincerely,



Barbara B. Hughes  
cell.716.462.3825  
bhughes@webstersnt.com

CFO - E

MAY 07 2019



Mayor Arthur Pappas  
Common Council  
City Hall  
216 Payne Ave  
North Tonawanda NY 14120

Dear Mayor Pappas and Common Council:

iHope Community Church requests permission to place one 4x8 sign in front of Raymond Klimek Veterans Park from May 23<sup>rd</sup>-June 23<sup>rd</sup> to advertise our Church in the Park services. Please feel free to contact me with any questions you may have. Thank-you so much for your consideration.

Blessings,

*Matthew Richbart*      *More info*

Rev. Matthew Richbart

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2019 APR 24 AM 10:14  
NORTH TONAWANDA NY

CFO-F

May 1, 2019

MAY 07 2019

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

I am writing to you on behalf of North Tonawanda Intermediate School. In June of last year, we successfully completed our 1<sup>st</sup> Color-A-Thon Family Fun Run fundraiser to open the new NTI building. This was an evening of healthy fun for the students and their families. Due to the excitement and success that this event brought to our school community, we are planning our 2<sup>nd</sup> Color-A-Thon Family Fun Run which will take place on Friday, June 14, 2019 at 6 PM.

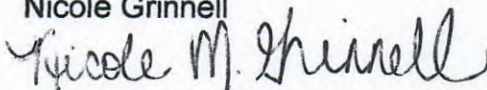
In order to have this be a safe run for the students, we are requesting that a small section of the surrounding neighborhood be closed off to traffic for the race. Attached is a basic map showing the race route and the streets we would need blocked off. The time frame for the 1 mile race is approximately 5:45 PM – 6:45 PM.

If you require any more information please do not hesitate to contact me.

Thank you in advance for your support to make our Color-A-Thon Family Fun Run a success!

Sincerely,

Nicole Grinnell



Color Run Co-Coordinator

[ngrinnell@nwcsd.org](mailto:ngrinnell@nwcsd.org)

716-984-5557

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2019 MAY 1 PM 12:21  
NORTH TONAWANDA NY

**North Tonawanda Intermediate School  
Color Run (1 mile)**

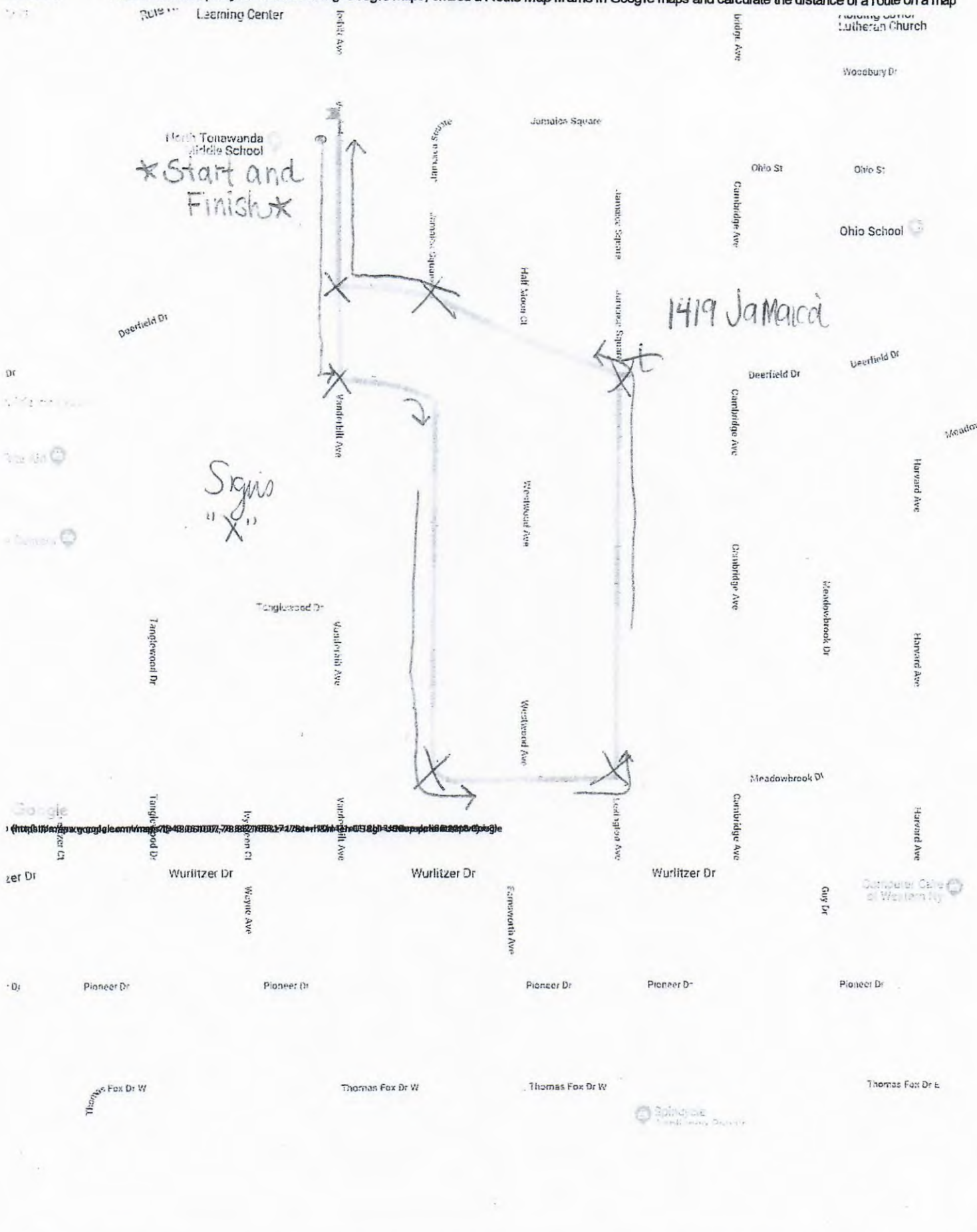
**When:** Friday, June 14, 2019

**Where:** North Tonawanda Intermediate  
1500 Vanderbilt Avenue

**Start Time:** 6:00 PM

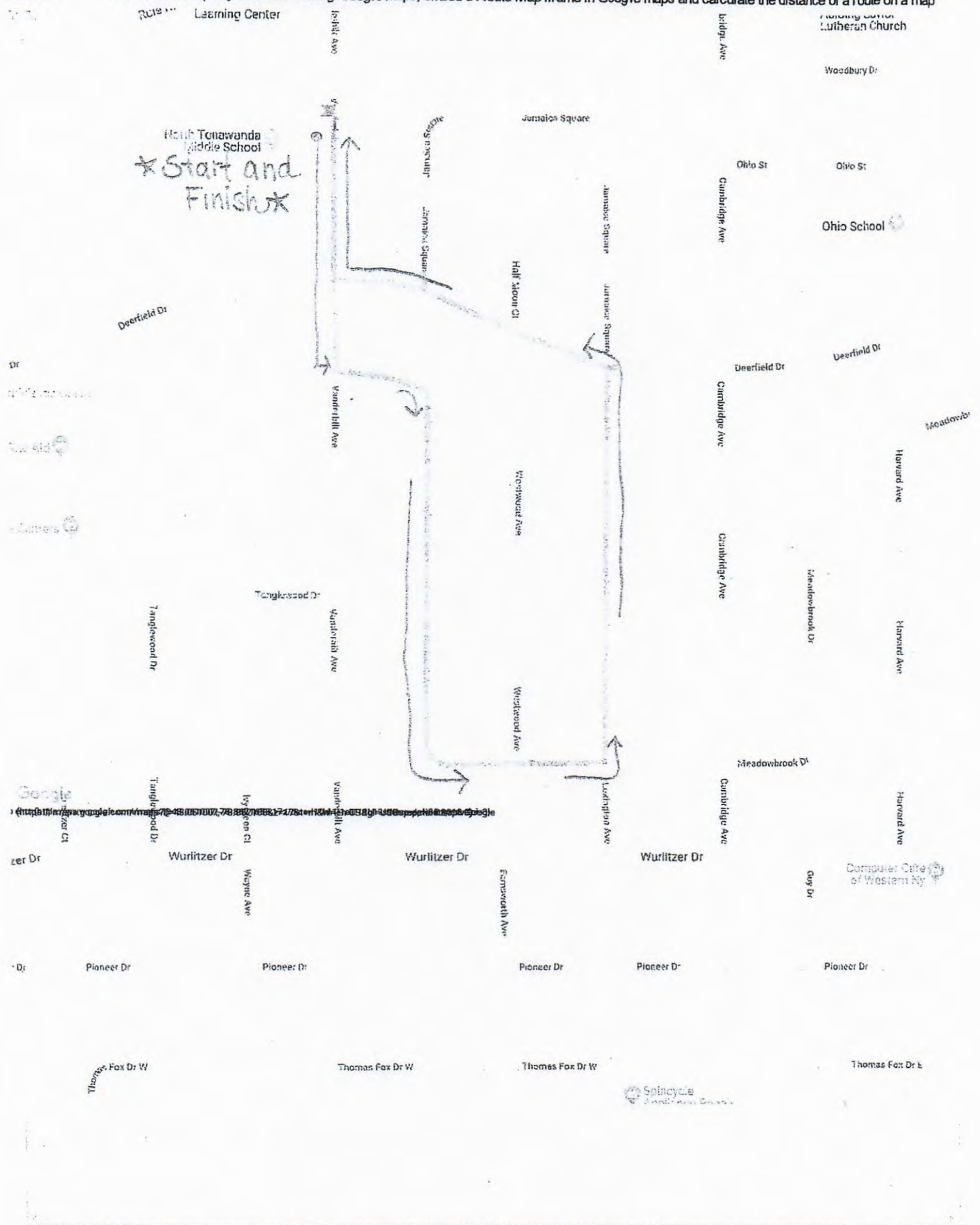
Please see attached map for race route. The following streets / intersections will be affected for approximately 30 minutes during the run:

- Vanderbilt Ave. (start and finish at NTI) to Westwood Ave.
- Westwood Ave. to Saybrook Ave.
- Saybrook Ave. to Lexington Ave.
- Lexington Ave. to Deerfield Dr. (back to NTMS)



Map Title: Color Run NTI

Map Description: 1 mile fun run



Map Title: Color Run NTI

Map Description: 1 mile fun run

<https://www.maps.ie/map-my-route/viewMap.php?route=31150#.WtymHYoUyjs.facebook>

CFO - G.

April 12, 2019

MAY 07 2019

North Tonawanda American Babe Ruth Baseball  
1344 Walck Rd  
North Tonawanda, NY 14120

City of North Tonawanda  
Mayor Arthur G Pappas  
216 Payne Ave  
North Tonawanda, NY 14120

Dear Mayor Pappas,

I am writing to you on behalf of North Tonawanda American Babe Ruth Baseball (NTABR). You may not be aware but we will be hosting the 10 year old Mid Atlantic Regional Baseball tournament from July 12<sup>th</sup> to July 16<sup>th</sup> 2019. As the host we will be expecting 9 visiting teams from 5 different states, which will account for well over 100 visitors to our community. We would like to present our community in the best light possible and wish to request permission for a small parade down Walck Rd. between Erie Ave and Sweeney St. As part of this we would need to request the closing off of Walck Rd. for at least one hour on Saturday July 13<sup>th</sup> tentatively scheduled for 8:30am to 9:30am. As a part of our request we would like the use of the Auxiliary Police, to close off the road and as a current member of the Auxiliary Police I will work with Capt. Karen Smith on the details.

In addition we would also like to extend an invitation to yourself, the Common Council Members, Assemblyman Schimminger and Senator Ort as well as for the NT Police Color Guard to attend the opening ceremonies of this exciting event.

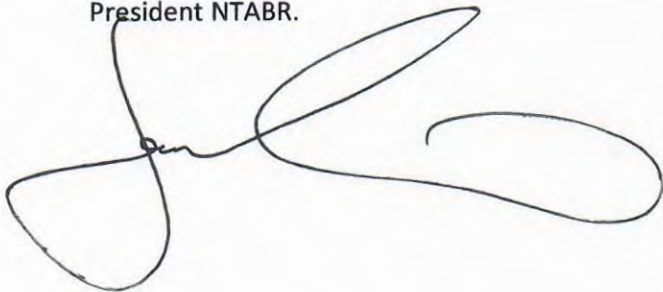
If you have any questions or concerns, please feel free to contact me at 716-909-9330. Thank you for your support and consideration in this matter.

Sincerely

Jason Garrison

NTABR@outlook.com

President NTABR.



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2019 APR 25 PM 12:04  
NORTH TONAWANDA NY