

# City of North Tonawanda

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

**September 11, 2019**

**The following meetings have been scheduled for TUESDAY, SEPTEMBER 17, 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, SEPTEMBER 17, 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 8/29/2019**

**1) Legal Notice – Proposals to conduct an Audit or Survey of the City’s Gas, Electric, Telecommunications and Water/Sewer Utility Service Accounts – City Clerk-Treasurer**

**COMMUNICATIONS FROM CITY OFFICIALS**

- #1. Robert Pecoraro - Re: Approval of the “THANK A VET” program for the City of North Tonawanda**
- #2. Common Council - Re: “Green Light Law” Resolution**
- II. Attorney - Re: Permission to resurface East Avenue between Oliver Street and the Armstrong Pumps facility upon the Armstrong Expansion**
- III. Clerk-Treasurer - Re: Approval to end the current contract with MVP Network Consulting, LLC, and approve the contract with Ivergent as the City’s New IT Managed Services**
- VII.1 Accountant - Re: Payment of the Abstract of Claims Dated September 17, 2019**

- VII.2 Accountant** - **Re: Budgetary Transfer – For unexpected Pool expenses and City Market Improvements and needs**
- VII.3 Accountant** - **Re: Approval of new contract for Worker’s Compensation Claims Management Services with FCS Administrators and Amato Fox and Company for audit services**
- X. Police Chief** - **Re: Appointment of Daniel Wilczek as a Commissioner of Deeds for the City of North Tonawanda**

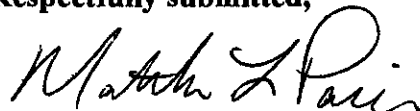
**XXV. Monthly Reports**

- .1 Clerk-Treasurer .2 Senior Citizen Center**

**COMMUNICATIONS FROM OTHERS**

- A.**  
**Joseph Mantione** - **Re: Reappointment as a Commissioner of Deeds for the City of North Tonawanda**
- B.**  
**Gratwick Hose Co. Inc.** - **Re: Permission to remove Noble P. Corp from the North Tonawanda Fire Rolls**

**Respectfully submitted,**



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

SEP 17 2019

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

2019 SEP 8 PM 12:13  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

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 # 255196 was printed and published in said paper on the following dates:

08/29/2019

*Janet M. Slipko*  
Principal Clerk

Subscribed and sworn to before me this  
8-29-19

*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

**City of North Tonawanda, New York  
Request for Proposal  
Utility and Communications Audit**

The City of North Tonawanda intends to conduct an audit or survey of its gas, electric, telecommunications and water/sewer utility service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. Notice is hereby given that sealed proposals for a one time utility and Telecommunication Auditing Service for the City of North Tonawanda will be received by the office of the City Clerk/Treasurer, 216 Payne Ave. North Tonawanda, NY 14120 until 11:00am Prevailing time, Wednesday, September 11, 2019 at which time they will be publicly opened and read aloud.

**Specifications**  
**Overcharges:** Bids must specify what, if any percentage of refunds, credits or rebates obtained by the chosen company, for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations shall be paid by the City of North Tonawanda to aforementioned chosen auditing company.  
**Future Cost Reductions:** Bids must specify what, if any fee for any reductions in future costs for electric, gas, telecommunication and water services resulting from the chosen company's analysis shall be collected by aforementioned chosen company, and the duration of time in which the collection will continue.  
**No Bidder may withdraw his bid within thirty (30) days after the actual opening thereof. Bidder must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.**

Matthew L. Parish  
City Clerk/ Treasurer  
#N255196                      8/29/2019

SEP 17 2019 /

11 September 2019

Robert E. Pecoraro  
262 Christiana St  
North Tonawanda NY 14120

Dear North Tonawanda City Clerk Treasurer,

Attached is the Thank a Vet Resolution I am requesting to be placed on the agenda for the Common Council approval during the upcoming council session on 17 September 2019. Please let me know if you have any questions.

Sincerely,

//signed//



Robert E. Pecoraro  
Alderman at Large, North Tonawanda

**Resolution to support the Niagara County "THANK A VET" Program. This program is Niagara County's way to recognize the services and sacrifices made by returning veterans.**

**Whereas to be eligible, a person must be a Niagara County resident (Erie County has a similar program), be a honorably discharged Veteran of any branch of the Armed Forces, have official discharge papers (Department of defense Form 214) on file in the Niagara County Clerk's office, and a official government photo identification showing a Niagara County residence (NYS driver license or non-driver ID card).**

**Often we hear of ways American's can give back to help veterans but many do not know that veterans are the most active volunteers working to improve communities across the country. According to a 2016 Veteran Civic Health Index, veterans are more likely than non-veterans to volunteer with their neighbors to fix problems in their communities. Veterans volunteered an average of 169 hours of their time compared to an average of 126 hours spent volunteering by non-veterans. More than 10 percent of veterans worked with their neighbors to fix problems in their community compared to just under 8 percent of non-veterans.**

**Whereas this program is a way for our county to recognize the service and sacrifices made by our returning veterans. Under the "THANK A VET" Discount Program, eligible veterans will receive a photo I.D. card, identifying them as an honorably discharged veteran. Participating county merchants will agree to honor the card by providing holders with a discount on purchases or services.**

**Whereas, to receive a "THANK A VET" Card, veterans must visit the Niagara County Clerk's office located on 175 Hawley Street, Lockport Monday – Friday 9:30 – 4:30. The North Tonawanda Clerk, Matt Parrish, is planning a bus trip to facilitate veterans' transportation on Tuesday, October 22 (final details to be determined).**

**Whereas, the North Tonawanda Parks and Recreation Department has agreed to a 10% "THANK A VET" Discount to veterans desiring their parks and recreation services.**

**Resolved that we fully support the North Tonawanda Parks and Recreation Department's 10% discount to eligible veterans with a "THANK A VET" Card. This will place North Tonawanda as the first Niagara County municipality to recognize veterans with this discount.**

SEP 17 2019

2.

09/12/19

From: Alderwoman Donna Braun, Alderman Robert Pecoraro, Alderman Mark Berube, Alderman Eric Zadzilka



TO: North Tonawanda City Clerk/Treasurer  
216 Payne Ave.  
North Tonawanda, NY 14120

RE: "Green Light Law" Resolution

Clerk Treasurer,

We would like to request that the following resolution supporting Niagara County's commencement of litigation challenging the State's "Green Light Law" be added to the agenda for the September 17<sup>th</sup> common council meeting. We intend to vote on aforementioned resolution at the meeting on September 17<sup>th</sup> 2019.

Sincerely,

 Donna L. Braun  
 Mark D. Berube

Alderwoman Donna Braun, Alderman-at-large Robert Pecoraro, Alderman Mark Berube,  
Alderman Eric Zadzilka

WHEREAS, holding a driver's license in New York State is a privilege, not a right, and

WHEREAS, on June 17, 2019, New York State Governor Andrew Cuomo signed into law the "Green Light Law" which requires New York County Clerk's to issue driver's licenses based upon the following forms of identity,: "a valid unexpired foreign passport issued by the applicant's country of citizenship, a valid, unexpired consular identification document issued by the consulate from the applicant's country of citizenship, or a valid foreign driver's license that includes a photo image of the applicant and which is unexpired or expired for less than twenty-four months of its date of expiration.", and

WHEREAS, New York State Governor Andrew Cuomo fails to provide any mechanism for the Niagara County Clerk and/or Niagara County Department of Motor Vehicle employees to restrict and/or prevent non-United States citizens from registering to vote at the time of applying for such New York State Driver's license. In fact, such non-United States citizens are afforded the same privilege of being allowed to complete the electronic "motor voter", voter registration application as is a citizen of the United States and resident of New York State, and

WHEREAS, such June 17, 2019, "Green Light Law" of New York State Governor Andrew Cuomo fails to provide any provision that allows the Niagara County Clerk and/or Niagara County Department of Motor Vehicle employees to in any manner monitor the voter registration application of any such non-United States citizens who registers to vote at the time of applying for such New York State Driver's license, such voter registration application is in all respects carried out in secrecy, and

WHEREAS, such June 17, 2019, "Green Light Law" of New York State Governor Andrew Cuomo forbids the disclosure of or accessibility to such foreign documents provided by non-United States citizens at the time of applying for such New York State Driver's license, such non-disclosure includes but is not limited to the Niagara County Board of Elections and Niagara County Law Enforcement, and

WHEREAS, such June 17, 2019, "Green Light Law" of New York State Governor Andrew Cuomo fails to provide any necessary documentary proof to the Niagara County Board of Elections to allow it to conduct its statutory review of the voter registration list for Niagara County and thereby refuse to approve any voter registration by a non-United States citizens who registers to vote at the time of applying for such New York State Driver's license, and

WHEREAS, on August 6, 2019 the Niagara County Legislature unanimously passed a resolution authorizing the Niagara County Attorney to investigate, engage counsel and commence all litigation to enjoin Implementation and Enforcement of the "Green Light Law", now, therefore, be it

RESOLVED, the North Tonawanda Common Council supports Niagara County's commencement of litigation challenging the state's "Green Light" law.



# City of North Tonawanda

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

LUKE A. BROWN  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

11  
SEP 17 2019

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

September 4, 2019

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

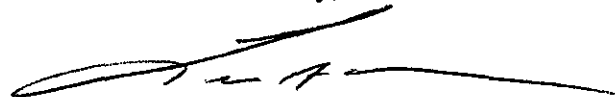
**Re: Resurfacing of East Avenue between Oliver Street and the Armstrong  
Pumps facility**

Dear Honorable Body:

As you are aware, Armstrong Pumps has submitted plans to the North Tonawanda Planning Board regarding an expansion of their current facility with an investment of at least \$18 million dollars. As those plans have moved forward, Armstrong has expressed concern regarding the condition of East Avenue between Oliver Street and their facility relative to long term sustained truck traffic. As such, Armstrong is requesting that the City commit to resurfacing East Avenue appropriately for heavy duty truck traffic after construction of their \$18 million dollar expansion is complete. To that end, I have attached a proposed letter of intent to resurface East Avenue between Oliver Street and Armstrong Pumps upon the completion of Armstrong's expansion.

Considering the above, I am requesting that the Common Council pass a resolution approving the attached Letter of Intent for the Mayor's signature. If you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,



Luke A. Brown, Esq.  
City Attorney

CC: City Clerk/Treasurer

September 18, 2019

Mr. Charles Armstrong, Chairman  
Armstrong Fluid Technology  
93 East Ave.  
North Tonawanda, NY 14120

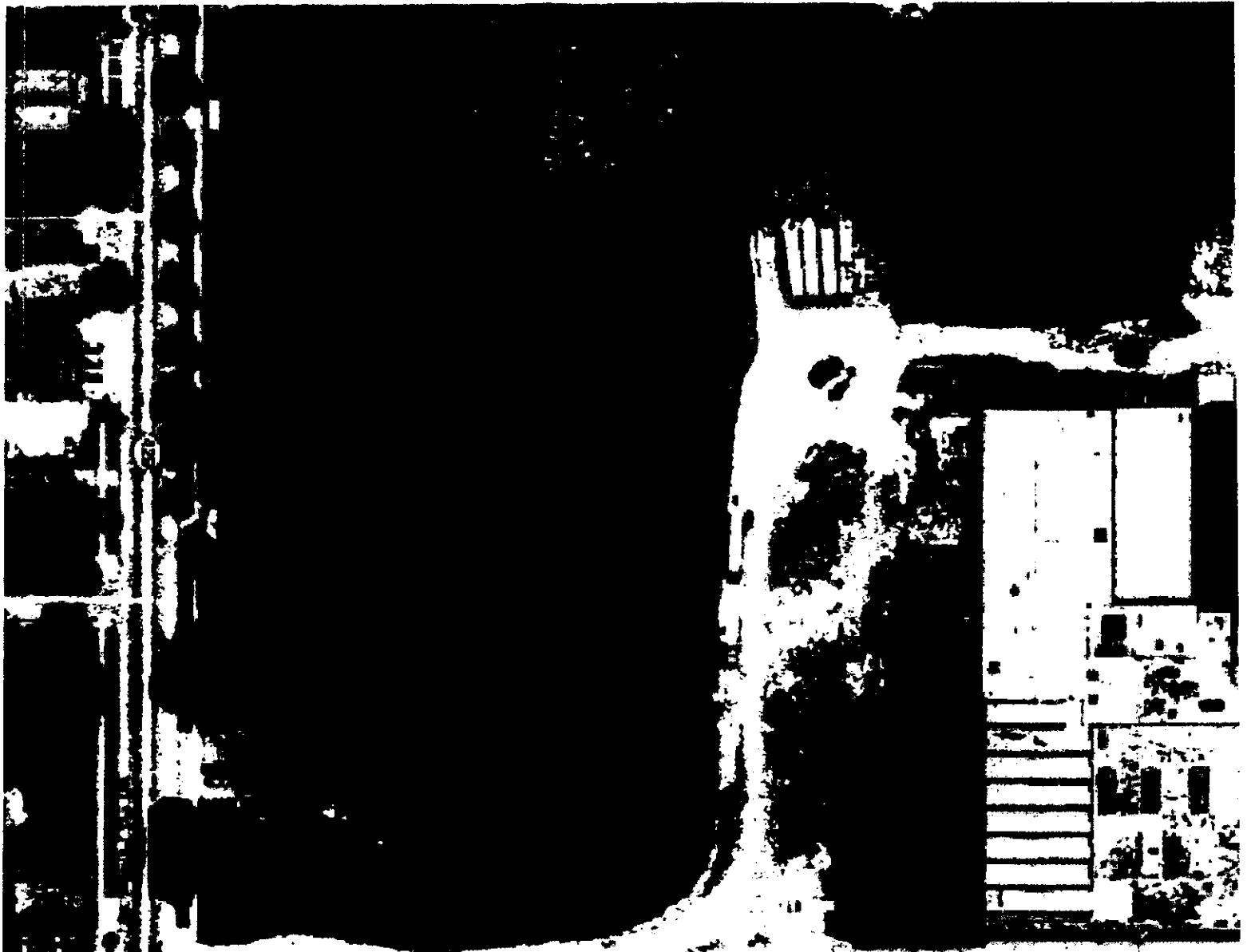
**Re: Resurfacing of East Avenue between Oliver Street and the Armstrong  
Pumps facility**

Dear Mr. Armstrong:

Pursuant to the Resolution passed by the North Tonawanda Common Council on September 17, 2019, the City of North Tonawanda agrees to resurface East Avenue between Oliver Street and Armstrong Pumps' facility (See attached **Exhibit A**) upon the completion of Armstrong's expansion of their East Avenue facility. This resurfacing will be appropriate for heavy duty truck traffic at an industrial site and will be timed after Armstrong's construction is complete.

Sincerely,

Arthur G. Pappas  
Mayor



09/05/2019

SS #1  
SEP 10 2019  
III.  
SEP 17 2019

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

**From:** Matthew Parish City Clerk/Treasurer

**RE:** IT Contract

Honorable Council,

I would like to request that two items be voted on during a special session held on Tuesday, September 10<sup>th</sup>, 2019. First, I ask that the council votes to terminate our current IT contract with MVP. Second, I ask that the council votes to sign a new information technology contract with Ivergent. After an RFP was completed earlier this year, our "IT Committee" has determined that Ivergent is the best fit to service our municipality. Thank you for your consideration on this matter.

Respectfully,



Matthew L. Parish  
City Clerk/Treasurer

RECEIVED  
CITY CLERK'S OFFICE

2019 SEP 5 PM 4:15  
NORTH TONAWANDA NY

# IT Managed Services Contract

City of North Tonawanda



**IVERGENT**  
Getting Business Connected

**Client:** City of North Tonawanda

**Service Address:** Various locations in the City

**Term of Agreement:** Twenty Four Months commencing on the 1<sup>st</sup> of September 2019 ("Start Date") and ending on the 30th of September 2021.

**Scope of Included Services:** See "Exhibit A ,B and C

**Monthly Base Rate:** Beginning on the Effective Date of this agreement, Client will be billed on the 15th due by the first of the month in advance for the next 30 days. Any amount due iVergent Inc. under this Agreement shall be payable in full upon receipt of an invoice Any amount not paid within 30 days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within 30 days of the receipt of an invoice therefore will be deemed approved and accepted by Client.

**1. Engagement:** Client hereby engages Ivergent Inc. ("Consultant") for the initial term set forth above, to provide services in support of Client's computer systems, phone systems, and information technology systems ("IT Services") located at the Service Address identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional term equal to the original unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

**2. Scope of Included Services:** Consultant will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address or off-site. Client agrees not to make unreasonable requests for services. See Exhibit A.

**3. Pricing, Additional Services:** The Monthly Base Rate set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as "Project Type" work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Consultant's standard rates in effect at the time service is provided or adjustments to standard rates if defined in Exhibit C. The Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Exhibits or in an addendum.

**4. Payment, Suspension or Termination of Services:** Payment of the Monthly Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within thirty (30) days of the due date. Client shall pay invoices for any additional amounts due to Consultant within fifteen (15) days after receipt. Consultant shall have the right to suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that Consultant fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibit B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard.

This agreement may be terminated by either Party at any time, provided that the Party wishing to terminate the Agreement provides written notice to the other Party, at least 90 days in advance of the date on which the Party wishes to terminate the agreement (this date, the "Termination Date") If the Client terminates the Agreement, the Client agrees to pay in full all monies due to the Consultant. The Client also agrees to pay, within 30 days after the Termination Date an early service termination fee of 10% of the remainder of the amount owed for the Contract Total Amount listed in Exhibit C monthly billing amount times months remaining in the agreement

Ivergent Inc



**5. Price Adjustments:** Consultant shall have the right to adjust the Monthly Base Rate, as provided on Exhibit C, once each year on the anniversary date to cover material increases in costs to Consultant. Any adjust to the Monthly Base Rate will not exceed 3% of the current Monthly Base rate

**6. Tangible Property Rights:** Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Consultant that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing consultant for repair and/or replacement of such material in an amount determined by consultant to be "fair market value" and will be due immediately at any time requested by consultant.

**7. Non-Diversion:** Client agrees that during the term of this Agreement and for a period of two years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Consultant ("Consultant Personnel"), nor will Client directly or indirectly contact or communicate with Consultant Personnel for the purpose of soliciting or inducing such Consultant Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach of this provision, Consultant, shall be entitled equitable relief in the form a onetime payment equal to 50% of the salary offered to Consultants employee by Client.

**9. Disclaimer of Warranties:** To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software, hardware, it systems and services or any other products furnished by consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

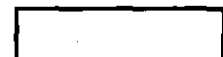
**10. Limitation of Liability:** In no event shall consultant be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Consultant responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Consultant or any party representing Consultant or otherwise. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

**11. Actions:** No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than six months after the date of the occurrence on which the action is based.

**12. Good Faith:** The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

**13. Access:** Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Consultant access to the Client's network via that Internet connection. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform services under this Agreement. Client agrees to allow the Consultant access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. Client agrees to furnish the Consultant with Administrator-level password access for all covered equipment

Ivergent Inc



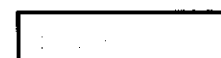
and servers, where necessary. The Consultant agrees not to prevent Client from accessing any equipment owned by the Client or Consultant.

**14. Limitations of Technology:** The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Consultant may be unable to monitor, manage, or patch. The Consultant agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Consultant harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Consultant has no direct control over the effectiveness or lack thereof of the software being applied. Backups are provided based on the technology purchased to perform backs, failure to have proper software and hardware required for backups will limit our ability to recover your systems from back up. Options will be discussed as part of the Audit deliverables to be sure an appropriate backup strategy exists for all critical systems.. The Consultant shall not be held responsible for interruptions in service due to patches released by software vendors, or limitations in your purchased backup solutions.

**15. Confidentiality** At all times from date of this AGREEMENT IVERGENT agrees to hold Client Confidential information in strict confidence, and further agrees not to disclose to non-essential third parties such Confidential Information. IVERGENT may disclose Client Confidential information to necessary third parties in performing our services, in response to a valid order by a court or other governmental body, as otherwise required by law. All Confidential information furnished to IVERGENT by Client is the sole and exclusive property of Client and its assigns.

**16. Miscellaneous:** This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Consultant is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of New York.

Ivergent Inc





**Exhibit A**

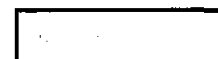
Systems covered

<b>General</b>	<b>Included</b>
Network Audit and Inventory	Included
Network Hardware & Software Details	Included
Unauthorized Software	Included
Network Mapping	included
<b>Network Coverage</b>	
Firewall & Wireless Access Device Management	included
Network Connections and switch management	included
Installation of New User Desktops	Included
Phone Setup add moves and changes for Adtran systems	included
Network Performance Monitoring	Included
Printer Management & Monitoring (SNMP Enabled Printers Only)	Included
<b>Help Desk Support (Remote and On-Site)</b>	
During Hours Remote Support	Included
Emergency After Hours Remote Support	Included
During Hours On-Site Support	Included
After Hours On-Site Support	3 hrs per month included

What Is Included For Workstations

Workstation Services	Premier Services
<ul style="list-style-type: none"> <li>• Security                             <ul style="list-style-type: none"> <li>○ Antivirus Software Definitions If purchased</li> <li>○ Expired Passwords Monitoring</li> <li>○ Blacklisted Event Detection</li> <li>○ Windows Patch Management</li> <li>○ Support Software Updates (Adobe Reader, Microsoft Office, etc....)</li> <li>○ Hardware Tampering Detection</li> </ul> </li> </ul>	Included
<ul style="list-style-type: none"> <li>• Performance                             <ul style="list-style-type: none"> <li>○ Hard Drive File Fragmentation</li> <li>○ Hard Drive MFT Fragmentation</li> <li>○ Low Memory Detection</li> <li>○ High CPU Usage Detection</li> <li>○ Startup/Background Processes</li> <li>○ Unauthorized Software Removal</li> </ul> </li> </ul>	Included
<ul style="list-style-type: none"> <li>• Proactive Reliability                             <ul style="list-style-type: none"> <li>○ Hard Drive Error Monitoring</li> <li>○ Hard Drive SMART Stats Monitoring</li> <li>○ Hard Drive Free Space</li> <li>○ Hardware/Software Raid Failure Monitoring</li> <li>○ Windows File Corruption</li> <li>○ Bad Process Detection</li> </ul> </li> </ul>	Included

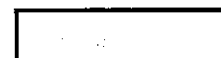
Ivergent Inc



**Exhibit A**  
What Is Included For Servers

Server Monitoring & Administration	Premier Services
<ul style="list-style-type: none"> <li>• Security               <ul style="list-style-type: none"> <li>○ Antivirus Software Definitions if purchased</li> <li>○ Expired Passwords Monitoring</li> <li>○ Blacklisted Event Detection</li> <li>○ Windows Patch Management</li> <li>○ Support Software Updates</li> <li>○ Hardware Tampering Detection</li> </ul> </li> </ul>	Included
<ul style="list-style-type: none"> <li>• Performance               <ul style="list-style-type: none"> <li>○ Hard Drive File Fragmentation</li> <li>○ Hard Drive MFT Fragmentation</li> <li>○ Low Memory Detection</li> <li>○ High CPU Usage Detection</li> <li>○ Startup/Background Processes</li> <li>○ Unauthorized Software Removal</li> </ul> </li> </ul>	Included
<ul style="list-style-type: none"> <li>• Proactive Reliability               <ul style="list-style-type: none"> <li>○ Hard Drive Error Monitoring</li> <li>○ Hard Drive SMART Stats Monitoring</li> <li>○ Hard Drive Free Space</li> <li>○ Hardware/Software Raid Failure Monitoring</li> <li>○ Windows File Corruption</li> <li>○ Bad Process Detection</li> <li>○ SQL Database Availability</li> </ul> </li> </ul>	Included
<ul style="list-style-type: none"> <li>• Administration               <ul style="list-style-type: none"> <li>○ Os Windows Updates</li> <li>○ User Updates (Removal/Addition)</li> <li>○ Active Directory</li> <li>○ Printer Mapping</li> <li>○ Group Policy development</li> </ul> </li> </ul>	Included

Ivergent Inc



**Exhibit A**

What Is Not Included

Client agrees that the following is not included as covered in this agreement. This page is for reference only.

**“Project / Integration Work”** Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to The Client as such before any work is performed.

**“Line of Business Applications”** Defined as applications such as custom accounting packages, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded. We will work with your vendor to correct any errors.

**“Hardware Software Replacement Cost”** Defined as the cost associated with hardware replacement falls outside this agreement. Customer agrees that all Devices shall be covered under warranty or an active vendor support contract; otherwise, Client shall have all necessary replacement parts readily available on site. Client warrants that all software is genuine, currently licensed, and vendor supported. Should any hardware, software, and/or system fail to meet the foregoing provisions, such hardware, software, and/or system shall be excluded from further service unless Client remedies the issue. Client agrees to pay any third party vendor support charges required to resolve any issues. Service Provider agrees to obtain Client’s authorization to engage third party vendors prior to incurring any additional charges.. Hardware replacement options will be discussed as part of the Audit deliverables to be sure an appropriate hardware strategy exists for all critical equipment. **SEE MODIFICATIONS PAGE 10**

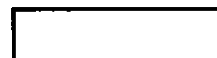
**“Network Cabling”** Defined as the cost associated with network cable drops and or fiber optic runs required to add or move equipment to the network.

**“Email Hosting “** Defines as a hosted application to send and receive email via the internet. Client configuration is included as part of this agreement a recommended email migration plan will be provided after the Audit phase of the agreement.

**“Printer MFP repair”** Defined as any repair to restore operation to any printer FAX or MF device. Any supplies required including toner and print drums are not covered. Our services to coordinate repair with managed print provider will be included

**“Utility Costs”** Defined as any costs to provide power, internet service or telephone services as required these costs and carrier agreement remain outside the scope of this agreement and are not covered. We will work as your advocate to help secure services that meet the Customers needs.

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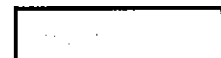


**Exhibit B**  
Service Guarantee

Consultant will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirements in responding to specific requests for service:

Trouble	Priority	Response Time	Resolution Time	Escalation Threshold
<b>Critical Emergency</b> (Service not available all users and functions unavailable).	1	Within 1 hr	ASAP –Best Effort	2 hours
<b>Urgent</b> (large number of users or business critical functions affected)	2	Within 24 business hours	ASAP –Best Effort	8 hours
<b>High</b> (Limited degradation of service, limited number of users or functions affected, business process can continue)	3	Within 24 business hours	ASAP –Best Effort	48 hours
<b>Normal</b> (Small service degradation, business process can continue, one user affected)	4	Within 48 business hours	ASAP –Best Effort	96 hours
<b>Low Priority</b> (Maintenance needed, no noticeable degradation to any users)	5	Next Time	Not Applicable	Not Applicable

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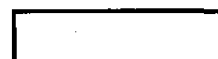
**Exhibit C**  
Pricing Agreement

SUPPORT AGREEMENT / BILLING INFORMATION			
<b>Contract Date:</b>	Sept. 1 2019	<b>Bill To:</b>	
<b>Customer:</b>	City of North Tonawanda NY	<b>Billing email:</b>	
<b>Primary Contact:</b>		<b>Phone</b>	
<b>PO #</b>		<b>Fax:</b>	
<b>Effective Date:</b>	Sept 1 2019	<b>Payment Terms:</b>	Net 15days
<b>Renewal Date:</b>	Oct 1 2021	<b>Billing Cycle:</b>	15 <sup>th</sup> due on the first
<b>Contract Length:</b>	24 months	<b>Monthly Billing Amount:</b>	\$4950.00
<b>Account Mgr:</b>	Jim Ward	<b>New Contract / Add on:</b>	New Contract
<b>Contract Type:</b>	MSP+	<b>Contract Number:</b>	NT_MSPV1
<b>Coverage Limits:</b>	As defined		

ALL CITY OF NORT TONAWANDA OWNED DEVICES COVERED IN THIS AGREEMNT	Qty
Laptop (Monitoring Capabilities Dependant on Connections to Internet)	All city owned
Client's Primary Office Network : City Hall, Police, Fire, DPW, Water ,Water treatment, 500 Wheatfield	All city owned
Windows Servers, File Server Capabilities	All city owned
Monitoring of Desktops included	All City owned

SUPPORT COVERED	Costs
Remote PC Management/Help Desk (8am-5pm M-F)	Included
Remote Network Management (8am-5pm M-F)	included
Remote Server Management (8am-5pm M-F)	Included
24x7x365 Network Monitoring	included
Vendor Management (8am-5pm M-F)	
Off-Site Secure Backups if purchased as an Additional service	Not included
On-Site Support (8am-5pm M-F)	
Emergency Support	
Misc Notes:	
<p>*Defined as an I.T. related situation that renders the Client's entire site down or unable to operate.</p> <p>**We will give all attempts at supporting this equipment our "Best Effort" but it will be excluded from any Service Level Agreement.</p>	

Ivergent Inc



**Customizations to this document:**

Any Adtran network hardware or Adtran 7100 phone systems purchased from Ivergent Inc will be covered for repair or replacement as part of this agreement . Individual SIP telephones SIP recording devices and WIFI access points are NOT covered under this agreement.

Adtran Wireless controller hosting will be provided as part of this agreement.

{Company} Ivergent Inc.

{Customer} , City of North Tonawanda

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Jim Ward

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

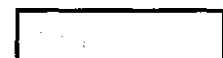
Title: President

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

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

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

Ivergent Inc



VII

AMANDA REIMER  
CITY ACCOUNTANT

# City of North Tonawanda

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

JENNIFER CRESS  
PAYROLL PERSONNEL SPECIALIST

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

SHERI GAMPP  
JUNIOR ACCOUNTANT

SEP 17 2019

September 11, 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 September 17, 2019, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,



Amanda Reimer  
City Accountant

2019 SEP 17 4:59:02  
NORTH TONAWANDA NY  
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VIII.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

SEP 17 2019

September 11, 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.

<u>Control Number</u>	<u>Dollar Amount</u>	<u>Decrease/Increase Account</u>	<u>Increase Appropriation Account</u>
31	\$4,589.00	001.7180.0480, Swimming Pools-Ops	001.0880.0000, Contingent/Tax Stabilization
32	\$1,700.00	001.1000.1980, Market Revenue	001.6520.0480, Market Operations

Regards,



Amanda Reimer  
City Accountant


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2019 SEP 11 AM 9:02  
NORTH TONAWANDA NY



## Budget Amendment Request Form

Department: Youth, Parks & Recreation

Date: 9/9/19

Accounts and Documentation	
Increase(Decrease) Account	Increase(Decrease) Account
\$4,589.00	1.0880.0000
1.7180.0480	Tax Stabilization/Contingent
Swimming Pools - Operations	Account Number
Account Description	Account Description
<p><b>Explanation: Various unexpected expenses at the pool including plumbing repairs and replacement of a diving board.</b></p>	
<p>***COMMON COUNCIL ACTION IS NECESSARY***</p>	
 Department Head Signature	9/9/2019 Date


### Budget Amendment Policy

2.31 - All Budget Amendments require authorization by the Common Council

2.32 - Budget amendments can be initiated by the Department Head by completing a Budget Amendment Form and submitting to the Accounting Department for review when:

- a) The change will result in an overall increase or decrease to appropriations and either estimated revenues/fund balance.

### For Accounting Department Use Only

Control #	Department of Accounting Audit	Common Council Meeting Date
31	 9/20/19	9.20.19

# Budget Amendment Request Form

Department: CLERK / TREASURER

Date: 9.6.2019

<b>Dollar Amount</b>	<u>\$17,002.00 (DECREASE)</u>	<b>Accounts and Documentation</b>	<u>\$17,002.00 (INCREASE)</u>
	Increase(Decrease) Account		Increase(Decrease) Account
<u>\$1,700.00</u>	1.1000.1980	Market Revenue	1.6520.0480
	Account Number	Account Description	Market Operations
		Account Number	Account Description
<b>Explanation:</b> <u>WE HAVE TAKEN IN MARKET SPONSORSHIPS FROM VARIOUS LOCAL BUSINESSES. THAT REVENUE WILL BE USED FOR MARKET IMPROVEMENTS AND NEEDS TO BE TRANSFERRED TO THE OPERATIONS EXPENSE LINE</u>			
***COMMON COUNCIL ACTION IS NECESSARY***			
		<u>Matthew J. Davis</u>	<u>09/06/19</u>
		Department Head Signature	Date

### Budget Amendment Policy

2.31 - All Budget Amendments require authorization by the Common Council

2.32 - Budget amendments can be initiated by the Department Head by completing a Budget Amendment Form and submitting to the Accounting Department for review when:

- a) The change will result in an overall increase or decrease to appropriations and either estimated revenues/fund balance.

### For Accounting Department Use Only

<b>Control #</b>	<b>Department of Accounting Audit</b>	<b>Common Council Meeting Date</b>
<u>32</u>	<u>DA/19</u>	<u>9.20.19</u>

VII: 3

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

SEP 17 2019

September 11, 2019

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

Dear Honorable Body:

This department has two contracts expiring this year:

The first is our contract for Workers' Compensation Claims Management Services with FCS Administrators and the second is our contract with Amato Fox and Company for audit services.

Due to my unforeseen leave of absence this year and the current staffing issues my office is experiencing, I am requesting your approval to extend each of these contracts for a one-year period of time.

With your permission I will request extensions from both vendors and submit one-year contracts for your approval next month.

Accordingly, please grant me permission to begin the process of a one-year extension with Amato Fox and Company and FCS Administrators.

Regards,



Amanda Reimer  
City Accountant

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NORTH TONAWANDA NY  
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Department of Police

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

X,  
TELEPHONE  
(716) 692-4111  
FACSIMILE  
(716) 692-4321  
EMERGENCY NO.  
9-1-1

SEP 17 2019

08/30/2019

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

Dear Honorable Body;

Would you please appoint Daniel J. Wilczek, 48 Washington St., North  
Tonawanda, NY 14120 as Commissioner of Deeds for the City of North Tonawanda.

Roger R. Zgolak  
Chief of Police

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2019 AUG 30 AM 10:24  
NORTH TONAWANDA NY

~~XXXX~~  
1  
**SEP 17 2019**

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	30	300.00
		Ward Maps	3	3.00
		<b>Sub-Total:</b>		<b>\$303.00</b>
A1550	Minor Sales	Public Pound Fee	1	10.00
		<b>Sub-Total:</b>		<b>\$10.00</b>
A1603	Misc. Fees	Birth Certificates	62	620.00
		Death Certificates	47	470.00
		Deaths Recorded	7	0.00
		Free Birth Certificates	2	0.00
		Geneology Death	1	11.00
		<b>Sub-Total:</b>		<b>\$1,101.00</b>
A1980	Minor Sales	City Market	13	775.00
		<b>Sub-Total:</b>		<b>\$775.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Subdivision of Lot	1	100.00
		Terrace Parking App	2	40.00
		<b>Sub-Total:</b>		<b>\$190.00</b>
A2410	Minor Sales	Boathouse Rental 2019	4	3,800.00
		<b>Sub-Total:</b>		<b>\$3,800.00</b>
A2505	Marriage License Fee	Marriage License Fee	24	420.00
		<b>Sub-Total:</b>		<b>\$420.00</b>
A2506	Conservation	Conservation	22	331.02
		<b>Sub-Total:</b>		<b>\$331.02</b>
A2508	Minor Sales	Auction	1	100.00
		<b>Sub-Total:</b>		<b>\$100.00</b>
A2540	Racing & Wagering Fees	Bingo Proceeds	10	224.98
		<b>Sub-Total:</b>		<b>\$224.98</b>
A2542	Dog Licensing	Female, Spayed	101	909.00
		Female, Unspayed	18	306.00
		Male, Neutered	89	801.00
		Male, Unneutered	12	204.00
		Replacement Tags	3	9.00
		<b>Sub-Total:</b>		<b>\$2,229.00</b>
A2610	Minor Sales	Parking Tickets	14	1,290.00
		<b>Sub-Total:</b>		<b>\$1,290.00</b>

2019 SEP 4 10:27:28  
NORTH TONAWANDA CITY

RECORDED  
CITY CLERK'S OFFICE

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Total Local Shares Remitted:</b>	<b>\$10,774.00</b>
Amount paid to:	New York State Department of Health			540.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			280.00
Amount paid to:	NYS Environmental Conservation			5,695.98
<b>Total State, County &amp; Local Revenues:</b>		<b>\$17,289.98</b>	<b>Total Non-Local Revenues:</b>	<b>\$6,515.98</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

09/04/19  
 \_\_\_\_\_  
 Date

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

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



---

September 9, 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 August 2019.

**Senior Center's Total Monthly Services      1108**

**Unduplicated      218**

**Duplicated      890**

Programs this month included but not limited to: Nutrition Program, Attorney Services, General Membership Clubs, Club 99, Movie Day, Cooking with Webster's and Niagara County Information & Referral.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

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2019 SEP 9 AM 10:01  
NORTH TONAWANDA NY

CFO-A

SEP 17 2019

Date 9/4/19

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: Joseph Mantore  
Address: 240 N. R6 DR. ST  
NORTH TONAWANDA, NY 14120  
Phone: 716 432-1061

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# Gratwick Hose Company, Inc.

CFO-B



CITY OF NORTH TONAWANDA FIRE DEPARTMENT  
110 WARD ROAD • NORTH TONAWANDA, NEW YORK 14120  
716-692-9675

**ENGINE NO.6**

**SEP 17 2019**

September 10, 2019

Honorable Mayor and

Common Council:

Please remove the name of Noble P. Corp from the Fire Rolls.

Thank you!

A handwritten signature in cursive script that reads "David A. Rogge".

David A. Rogge

---

Membership Secretary

2019 SEP 10 PM 2:00  
NORTH TONAWANDA NY

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