

# City of North Tonawanda

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

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

Treasurer's Office: (716) 695-8575  
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Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

## COMMON COUNCIL WORKSHOP AGENDA

January 22, 2021

The following meeting has been scheduled for TUESDAY JANUARY 26, 2021:

- |  |   |  |
|--|---|--|
| <b>6:30 P.M. Chelsea Spahr<br/>Dan Borcz – C&amp;S Engineers</b> | - | <b>Re: NT Trail Presentation</b>   |
| <b>6:45 P.M. Chelsea Spahr</b>                                   | - | <b>Re: Grant Opportunities</b>   |
| <b>7:00 P.M. Chelsea Spahr<br/>Mike Zimmerman</b>                | - | <b>Re: Wet Land Delineation, 1000 Wright Ave.</b>  |
| <b>7:15 P.M. Robert Pecoraro</b>                                 | - | <b>Re: Vietnam Veterans Memorial Wall, July 20,<br/>2021</b>                                     |
| <b>7:30 P.M. Austin Tylec</b>                                    | - | <b>Re: Energy Benchmark Resolution</b>   |
| <b>7:45 P.M. Special Session</b>                                 | - | <b>Re: Amendment of Tax Anticipation Note<br/>(TAN) Resolution adopted November 16,<br/>2005</b> |
| <b>8:00 P.M. Common Council</b>                                  | - | <b>Re: General Discussion</b>  |

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer

RECEIVED  
CITY CLERK'S OFFICE  
2021 JAN 22 PM 3:04  
NORTH TONAWANDA NY

## MEMO

**To:** Chelsea Spahr, PE, City of North Tonawanda City Engineer  
Jason Koepsell, City of North Tonawanda Superintendent of Water/Wastewater

**CC:** FILE

**From:** Wendel

**Date:** January 20, 2021

**RE:** WWTP Phase 2 Project – 2020 CDBG Grant Program Application

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### **Community Development Block Grant Program**

The New York State Office of Community Renewal has announced that they are currently accepting applications for the 2020 Community Development Block Grant (CDBG) Program. The 2020 CDBG program was placed on hold in 2020 due to the COVID-19 pandemic but is now being released. The CDBG program provides financial assistance to eligible municipalities that meet certain population and economic requirements. The City of North Tonawanda meets this criterion overall and is eligible to apply for this grant program. One item that needs to be verified is the income of the residents impacted by the project and they meet more specific funding requirements based on LMI data. Some notable items regarding the 2020 round of the CDBG grant program includes:

1. A total of \$49,000,000 of NYS CDBG funds are available for the Program Year 2020
2. Maximum grant amount available for public infrastructure projects - \$1,000,000
3. Grants can be applied for Drinking Water, Sanitary Sewer, Storm Drainage, and Flood Control projects
4. There is no local match requirement for the grant program
5. Projects funded by CDBG programs must be completed within twenty-four (24) months of grant award
6. Applications are due by 4:00p.m. on March 5<sup>th</sup>, 2021

### **City of North Tonawanda WWTP Capital Improvement Plan & Eligibility**

The City has previously completed a Capital Improvement Plan (CIP) for upgrades to the WWTP. The CIP for the WWTP outlined four (4) Phases of upgrades to be completed. Currently, the City is in the construction phase of the Phase 1 project.

To continue to implement the next phase of the CIP at the WWTP, the City can apply for the CDGB grant program for the Phase 2 Project. Based on the grant program requirements of completing the project within 24 months of the grant award, it is not feasible to complete all of the upgrades recommended in the Phase 2 project in the required timeline. Based on a review of the project scope and the criticality of the improvements needed, it is recommended that a smaller component of the Phase 2 project be pulled out as a standalone project and submitted for the grant application. The recommended standalone project includes the following scope of work for a total estimated value of \$2,060,500:

1. Carbon Building Valves & Pumps Replacement
2. Raw Sewage Pumps & Valves Replacement

By previously completing the CIP, the City has positioned itself advantageously by having a shovel ready project to apply for the grant program. If awarded a CDBG grant, the City could potentially obtain a \$1,000,000 grant, funding nearly 50% of the project.

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### **Next Steps & Schedule**

Based on the work previously completed by the City under the WWTP CIP, minimal additional work is required to apply for the grant program. However, to meet the grant program requirements, the following items must be completed by the dates listed below to meet the grant application deadline.

1. City to Pass Resolution for Public Hearing for the Project – February 2<sup>nd</sup> City Board Meeting
  - a. Legal notice must be posted at least seven (7) days before meeting
2. City to Hold Public Hearing – February 16<sup>th</sup> Board Meeting
3. Wendel to Update Engineer’s Report for Application Submission – Early February 2021
4. Community Development Block Grant Applications – Submitted by 4:00p.m. on March 5, 2021
  - a. Wendel can submit or the City can utilize Rotella Grant Management to submit.

### **Additional Potential Grant Funding Programs:**

In addition to the 2020 CDBG grant program application, there will be various other grant programs that will likely become available throughout the year. Some of the anticipated grant programs expected to be released include:

1. 2021 Community Development Block Grant Program
2. Water Quality Improvement Program (WQIP) offered by the NYSDEC
3. Water Infrastructure Improvement Act (WIIA) offered by the NYSEFC
4. Potential Federal Stimulus Infrastructure Programs (TBD)

Wendel recommends that the City apply for these additional grant programs, as they become available, to secure additional funding to continue with the implementation of the Phase 2 Project. Wendel will continue to support the City in applying for these grant programs as they become available.



# City of North Tonawanda

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

7:00

January 21, 2021

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

Re: Wetland delineation – 1000 Wright Avenue

Dear Honorable Body;

As we have previously discussed, a new company has purchased 795 Wurlitzer Drive, an industrial property owned and formerly utilized by Ascension Industries. This company is bringing 40 jobs to the location. The existing building on site is not large enough to accommodate the company and a facility expansion would be required. However the site is constrained by State and Federally-regulated wetlands. Disturbing regulated wetlands is prohibited and requires an approved wetland mitigation plan typically including the development of new wetland acreage at or near the site of the disturbance.

The company has approached the City and requested assistance in mitigating their proposed wetland disturbance. The company would disturb between 1 and 2 acres of wetlands and there is no available property adjacent to the existing wetland which is eligible for mitigation.

There is publicly owned property, by both the City and the School District, in and around 1000 Wright Avenue which could be eligible for wetland mitigation as it is adjacent to an existing wetland and not suitable for other development. However before any action can be taken to utilize this property for wetland mitigation, a current wetland delineation is required. At the November 18, 2020 meeting of the School Board, the Board resolved to allow for a wetland delineation of their property to determine the boundaries of existing wetlands and available non-wetland acreage.

2021 JAN 21 10:27 AM  
716-695-8580

RECEIVED  
CITY CLERK'S OFFICE

We have received one quote for the wetlands delineation at a cost of \$9,140 and are proposing that the City incur this initial cost upfront, and then recoup the cost at a later date by charging developers who utilize the property for wetland mitigation at a fee proportional to the acreage they will use.

At this time we'd like to request authorization to proceed with wetlands delineation of public property in and around 1000 Wright Avenue at a fee not to exceed \$9,140.

Kindest regards,

A handwritten signature in blue ink, appearing to read 'MZ', followed by a long horizontal line extending to the right.

Michael Zimmerman

Director

December 17, 2020

Chelsea L. Spahr, PE  
City Engineer  
City of North Tonawanda Engineering Department  
216 Payne Avenue  
North Tonawanda, NY 14120

RE: Proposal to Provide Wetland Delineation Services; TE-36 Wetland Mitigation Parcel, City of North Tonawanda, Niagara County New York

Dear Ms. Spahr:

Delta Engineers, Architects, & Land Surveyors, DPC (Delta) appreciates the opportunity to submit this proposal to provide wetland delineation services based on our email conversations.

**1.0 PROJECT DESCRIPTION**

Conduct a wetland delineation on four areas (identified on the attached figure). The study area will be total approximately 20 acres of City and School district owned property in the City of North Tonawanda, Niagara County New York. The wetland delineation would be conducted following the methodologies detailed in the 1987 US Army Corps of Engineers Wetland Delineation Manual, the 2012 Regional Supplement to the Corp Manual: Northeast and Northcentral and the 1995 NYSDEC Freshwater Wetland Delineation Manual. A wetland delineation report prepared which details the finding from the wetland delineation.

**2.0 SCOPE OF SERVICES**

**2.1 Field Delineation of Wetland Boundaries**

- 2.1.1 Snow free conditions and thawed soils are required to conduct this phase of the project
- 2.1.2 Wetland boundaries on the site will be physically flagged in the field with surveyor's ribbon using wetlands identification criteria outlined in the US Army Corps of Engineers (Corps) 1987 Federal Manual, the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region and the 1995 NYSDEC Freshwater Wetland Delineation Manual.
- 2.1.3 Transects will be established perpendicular to the wetland boundaries, and sample plot data will be collected to prove the boundary. Sample plots will also be established at other locations throughout the site. Data on vegetation, soils, and hydrology will be collected at each plot according to the Federal Manual.
- 2.1.4 Representative photographs of the plots and of the site be taken during the wetland delineation.
- 2.1.5 A sketch of the approximate wetland boundaries will be prepared and submitted to your office.

Necessary land surveying of the wetland boundaries and associated survey maps will be provided by the City of North Tonawanda.

## 2.2 **Baseline Wetland Delineation Report**

2.2.1 Prepare a baseline wetland delineation report fashioned after agency requirements. This report will contain sections describing all wetlands and water resources found on the site. The report will include: an introduction, site ecology, wetlands descriptions, and a summary of our findings. Various figures (including the survey map of the wetlands and topography provided by the City of North Tonawanda), wetland data sheets, and photographs.

## 3.0 **TIME SCHEDULE**

We can schedule this work within two weeks, assuming appropriate field conditions are present and after receipt of the signed proposal. Completion of the wetland delineation report will occur within three (3) weeks from receipt of the final wetland survey. Snow free conditions and thawed soils are required to complete the field delineation portion of this proposal

## 4.0 **PROPOSAL ASSUMPTIONS**

The following services are not included within the Scope of Services but may be requested under a separate agreement:

- ✓ Report submission and request for Jurisdictional Determination from the Corps
- ✓ US Fish and Wildlife Service and NYS Natural History Program contact for endangered and threatened species
- ✓ Federal and State wetland permit application preparation
- ✓ Surveying

## 5.0 **COMPENSATION**

Delta proposes to provide the above described services for a lump sum fee of \$9,140. Reimbursable expenses will be billed, in addition to the lump sum fee, in accordance with our current rate schedule.

## 6.0 **EXTRA WORK REQUESTS**

If work on this project is believed by Delta to be beyond, or in addition to, the Scope of Services, we will notify you immediately. Upon your written approval we will proceed with this additional work and bill the time expended at our current hourly rates.

## 7.0 **AGREEMENT TERMS**

This project will be billed monthly on a percent complete basis, with the invoiced amount representing the actual amount of work completed.

Invoices unpaid after 60 days may be sent to a collection agency. Client will be responsible for all costs of collection, including attorney's fees, in addition to the original invoiced amount.

If the services covered by this proposal have not been completed within the scheduled time, through reasons beyond the control of Delta, the anticipated completion date and/or the proposed compensation may be renegotiated.

If the above conditions are acceptable this proposal can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter.

Thank you for your consideration of this proposal. Please contact me, Stephen L. Sheridan, if you have any questions or comments.

Respectfully,

**DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC**



Stephen L. Sheridan  
Director of Ecological Services

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Signature Printed or Typed

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



## **EXHIBIT A – Terms and Conditions**

**Indemnification:** Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent performance of professional services under this Agreement by Delta and that of its subconsultants, or anyone for whom Delta is legally responsible, that results in bodily injury, property damage or loss of use. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Delta, its officers, directors, employees and subconsultants (collectively, Delta) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent acts in connection with the Project by the Client and the acts of the Client's contractors, subcontractors or consultants or anyone for whom the Client is legally responsible, that result in bodily injury, property damage or loss of use. Neither the Client nor Delta shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and Delta, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Delta to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Delta to the Client shall not exceed \$50,000, or the total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Termination of Services:** This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Delta for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Dispute Resolution:** Any claim or dispute between the Client and Delta shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Delta.

**Accuracy of Client Documents:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Delta may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof and it is agreed that Delta is not held liable for inaccurate or incomplete information provided by the Client.

**Ownership of Documents:** All documents prepared or furnished by Delta pursuant to this Agreement are instruments of Delta's professional service, and Delta shall retain an ownership and property interest therein. Delta grants Client a license to use the instruments of professional service for the purpose of completing Client's objective associated with this Agreement. Reuse or modification of any such documents by Client, without Delta's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Delta harmless from all claims, damages and expenses, including attorney's fees, arising out of unauthorized reuse by Client or by others acting through Client.

**Use of Electronic Media:** Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) and/or non-editable .pdf copies that are signed and sealed by Delta. Files in electronic media format other than non-editable .pdf that are furnished by Delta to Client, or a third party designated by Client, are for convenience only for the purpose of completing Client's objective associated with this Agreement. Any conclusion or information obtained or derived from such electronic files will be at the Client's or 3<sup>rd</sup> Party's (as authorized by Client) sole risk. Delta makes no guarantee or warranty as to the accuracy of data transmitted on electronic media. Delta makes no representations as to the long-term compatibility, usability, or readability of electronic media files resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Delta at the beginning of services under this Agreement.

**Excluded Services:** Services not set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Delta's services. Delta assumes no responsibility to perform any services not specifically listed in the Scope of Services.

**Reliance on Others:** Per the standard of care, Delta and its subconsultants or subcontractors may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty subcontractors, manufacturers, suppliers, and the publishers of technical standards.

**Fiduciary Duty:** The Client confirms that neither Delta nor any of its subconsultants or subcontractors has offered any fiduciary service, including Municipal Advisor services (as defined by the Securities and Exchange Commission), to the Client and no fiduciary duty shall be owed to the Client nor performed as part of this Agreement by Delta or any of its subconsultants or subcontractors, as a consequence of Delta entering into this Agreement with the Client.

**It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.**

## 2020 RATE SCHEDULE

Effective Thru: 12/31/20



### LABOR

TITLE	HOURLY RATE
SENIOR ENVIRONMENTAL SCIENTIST	\$130
ENVIRONMENTAL SCIENTIST	\$85

### REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS ANY SIZE	\$ 0.25/Square Foot
VELLUM	\$0.50/ Square Foot
MYLAR	\$0.75/ Square Foot
PHOTOCOPIES	\$ 0.10 Sheet
OVERNIGHT SHIPPING UPS FEDERAL EXPRESS ETC	AT COST
SUBCONTRACT SERVICES	COST +10%
HIGH DEFINITION LASER SCANNER	\$500/Day • \$250/Half Day
CONSUMABLE INSPECTION FIELD SUPPLIES	AT COST

2020 Delta Billing Rates

# City of North Tonawanda

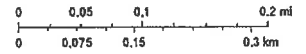


11/16/2018, 3:59:01 PM

**Areas**

- Override 1
- Parcels (Niagara County, 2018)
- Freshwater Wetlands
- World Transportation

1:4,514



Esri, HERE, Garmin, © OpenStreetMap contributors  
 Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,  
 CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User  
 Community

**Donna Braun**

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7:15

**From:** Robert Pecoraro <pecoraror@aol.com>  
**Sent:** Tuesday, January 19, 2021 11:15 AM  
**To:** Donna Braun  
**Cc:** Lori Swartz  
**Subject:** Vietnam Veterans Memorial Wall July 20

Hi Donna,

The Vietnam Veterans Association Chapter 77 is coordinating the transport of the Vietnam Traveling Memorial Wall from NCCC to Tonawanda and desires our support through North Tonawanda. Specifically,

1. Allowing the 52' tractor trailer truck to drive down Ward Rd to River Road (link up July 20 @3pm)
2. Police escort through the city of North Tonawanda

This is a BIG event in WNY and I would appreciate you placing this on next week's work session agenda. In addition to the tractor trailer, Chapter 77 envisions 300 motorcycle riders to accompany the Memorial Wall.

Sincerely,  
Bob

2021 JAN 19 AM 11:34  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

January 21, 2021

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

Dear Mayor and Council,

Attached is a resolution presented to this Honorable Body of which I am requesting approval on Tuesday, February 2nd, 2021. This Energy Benchmarking resolution will allow the City to build from the existing work with Crimson Power, and allow us to track the annual energy consumption of our municipal buildings. Regular tracking of energy consumption will help inform future energy upgrades across City owned facilities.

Through the continued assistance of the University of Buffalo Regional Institute (UBRI), the submission of this benchmarking resolution will be the final New York State Energy Research & Development Authority's (NYSERDA) clean energy initiative; designating North Tonawanda as a Clean Energy Community. This will provide our community with more grant opportunities through NYSERDA and a better understanding on how to promote energy savings in our city.

Should you have any questions, please do not hesitate to reach out to me.

Respectfully,



Austin J. Tylec  
Alderman-at-Large

**A RESOLUTION SUBMITTED BY ALDERMAN AT-LARGE AUSTIN TYLEC**

**ESTABLISHING ENERGY BENCHMARKING REQUIREMENTS FOR  
CERTAIN MUNICIPAL BUILDINGS**

**WHEREAS**, buildings are the single largest user of energy in the State of New York. The poorest performing buildings typically use several times the energy of the highest performing buildings—for the exact same building use; and

**WHEREAS**, collecting, reporting, and sharing building energy data on a regular basis allows municipal officials and the public to understand the energy performance of municipal buildings relative to similar buildings nationwide, and equipped with this information the City of North Tonawanda is able to make smarter, more cost-effective operational and capital investment decisions, reward efficiency, and drive widespread, continuous improvement; and

**WHEREAS**, the City of North Tonawanda Common Council desires to use Building Energy Benchmarking - a process of measuring a building's energy use, tracking that use over time, and comparing performance to similar buildings - to promote the public health, safety, and welfare by making available good, actionable information on municipal building energy use to help identify opportunities to cut costs and reduce pollution in the City of North Tonawanda; and

**WHEREAS**, the City of North Tonawanda Common Council desires to establish procedure or guideline for the City of North Tonawanda staff to conduct such Building Energy Benchmarking; and

**NOW THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED**, that the following specific policies and procedures are hereby adopted;

**BUILDING ENERGY BENCHMARKING POLICY/PROCEDURES**

**§1. DEFINITIONS**

(A) "Benchmarking Information" shall mean information generated by Portfolio Manager, as herein defined including descriptive information about the physical building and its operational characteristics.

(B) "Building Energy Benchmarking" shall mean the process of measuring a building's Energy use, tracking that use over time, and comparing performance to similar buildings.

(C) "Commissioner" shall mean the head of the department or designee from The Common Council

(4) "Covered Municipal Building" shall mean a building or facility that is owned or occupied by the City of North Tonawanda that is 1,000 square feet or larger in size.

- (5) “Department” shall mean the City Clerk-Treasurer or third-party energy consultant.
- (6) “Energy” shall mean electricity, natural gas, steam, hot or chilled water, fuel oil, or other product for use in a building, or renewable on-site electricity generation, for purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities, as reflected in Utility bills or other documentation of actual Energy use.
- (7) “Energy Performance Score” shall mean the numeric rating generated by Portfolio Manager that compares the Energy usage of the building to that of similar buildings.
- (8) “Energy Use Intensity (EUI)” shall mean the kBtUs (1,000 British Thermal Units) used per square foot of gross floor area.
- (9) “Gross Floor Area” shall mean the total number of enclosed square feet measured between the exterior surfaces of the fixed walls within any structure used or intended for supporting or sheltering any use or occupancy.
- (11) “Portfolio Manager” shall mean ENERGY STAR Portfolio Manager, the internet-based tool developed and maintained by the United States Environmental Protection Agency to track and assess the relative Energy performance of buildings nationwide, or successor.
- (12) “Utility” shall mean an entity that distributes and sells Energy to Covered Municipal Buildings.
- (13) “Weather Normalized Site EUI” shall mean the amount of Energy that would have been used by a property under 30-year average temperatures, accounting for the difference between average temperatures and yearly fluctuations.

## **§2. APPLICABILITY**

- (1) This policy is applicable to all Covered Municipal Buildings as defined in Section 2 of this policy.
- (2) The Commissioner may exempt a particular Covered Municipal Building from the benchmarking requirement if the Commissioner determines that it has characteristics that make benchmarking impractical.

## **§3. BENCHMARKING REQUIRED FOR COVERED MUNICIPAL BUILDINGS**

- (1) No later than **May 1st 2021** and no later than **May 1st** every year thereafter, the Commissioner or his or her designee from the Department shall enter into Portfolio Manager the total Energy consumed by each Covered Municipal Building, along with all other descriptive information required by Portfolio Manager for the previous calendar year.
- (2) For new Covered Municipal Buildings that have not accumulated 12 months of Energy use data by the first applicable date following occupancy for inputting Energy use into Portfolio Manager, the Commissioner or his or her designee from the Department shall begin inputting data in the following year.

**§4. DISCLOSURE AND PUBLICATION OF BENCHMARKING INFORMATION**

(1) The Department shall make available to the public on the internet Benchmarking Information for the previous calendar year:

(a) no later than **September 1, 2021** and by **September 1** of each year thereafter for Covered Municipal Buildings; and

(2) The Department shall make available to the public on the internet and update at least annually, the following Benchmarking Information:

(a) Summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information; and

(b) For each Covered Municipal Building individually:

(i) The status of compliance with the requirements of this Policy; and

(ii) The building address, primary use type, and gross floor area; and

(iii) Annual summary statistics, including site EUI, Weather Normalized Source EUI, annual GHG emissions, and an Energy Performance Score where available; and

(iv) A comparison of the annual summary statistics (as required by Section 5(2)(b)(iii) of this Policy) across calendar years for all years since annual reporting under this Policy has been required for said building.

**§5. MAINTENANCE OF RECORDS**

The Department shall maintain records as necessary for carrying out the purposes of this Policy, including but not limited to Energy bills and other documents received from tenants and/or Utilities. Such records shall be preserved by the Department for a period of three (3) years.

**§6. ENFORCEMENT AND ADMINISTRATION**

(1) The Commissioner or his or her designee from the Department shall be the Chief Enforcement Officer of this Policy.

(2) The Chief Enforcement Officer of this Policy may promulgate regulations necessary for the administration of the requirements of this Policy.

(3) Within thirty days after each anniversary date of the effective date of this Policy, the Chief Enforcement Officer shall submit a report to the City of North Tonawanda Common Council including but not limited to summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information, a list of all Covered Municipal Buildings identifying each Covered Municipal Building that the Commissioner determined to be exempt from the benchmarking requirement and the reason for the exemption, and the status of compliance with the requirements of this Policy.

**§7. EFFECTIVE DATE**

This policy shall be effective immediately upon passage.

**§8. SEVERABILITY**



The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.