

City of North Tonawanda

DONNA L. BRAUN
City Clerk-Treasurer
dbaun@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

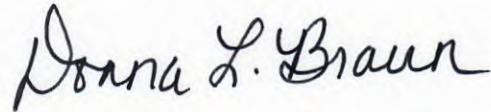
June 1, 2023

The following meetings have been scheduled for TUESDAY, JUNE 6, 2023:

6:15PM Common Council Meeting Discussion

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

Respectfully submitted,



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

**TO: Honorable Mayor & Common Council
Alderman Schmigel, DiBernardo, Lavey, Loncar, Marranta**

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, JUNE 6, 2023 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 5/13/2023

- 1) **Legal Notice – Public Hearing for the approval of a Cable Television Agreement Between Spectrum Northeast, LLC and the City of North Tonawanda – City Council**

COMMUNICATIONS FROM CITY OFFICIALS

- | | | |
|----------------------------------|---|--|
| <u>#1. Common Council</u> | - | Re: Approval of Resolution in Support of Niagara County State of Emergency Declaration Regarding NYC's Migrant Crisis |
| I.1 Mayor | - | Re: Approval of Franchise Agreement Between City of North Tonawanda and Spectrum Northeast, LLC |
| I.2 Mayor | - | Re: Appointment of Keith Craigie to the North Tonawanda Planning Commission |
| I.3 Mayor | - | Re: Approval of Resolution for the Request for Rodent Control Funding from the Niagara County Legislature |
| IV.1 Engineer | - | Re: Approval of Supplement Agreement No.2 for the Erie Canal Bike Path Extension – Mayor's Park to Botanical Garden PIN 5764.74 |
| IV.2 Engineer | - | Re: Approval of Engineering Services for the Weatherbest Boathouses Waterline Replacement Project No. 2023-05 |

VII. Accountant - Re: Payment of the Abstract of Claims Dated June 6, 2023

XVII. Traffic Safety Committee - Re: Various Traffic Safety Recommendations from their May meeting

XXV. Monthly Reports

.1 Clerk-Treasurer

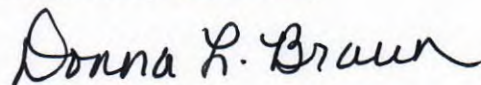
XXXII. Dir. Community Development Re: Approval of PremCom to perform the Development and Installation of the Wi-Fi System at Gateway Harbor

COMMUNICATIONS FROM OTHERS

A.
Jesse Gooch - Re: Approval of the "Thursdays on the Water" concert dates at Gratwick Riverside Park

B.
Belmont Housing - Re: Approval of the new Rent Reasonableness Section of the Admin Plan for new units and rent increases

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer

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

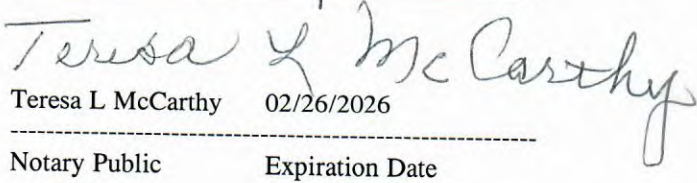
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 316788 was printed and published in said paper on the following dates:

05/13/2023


Principal Clerk

Subscribed and sworn to before me this
5-15-23


Teresa L. McCarthy 02/26/2026
Notary Public Expiration Date

TERESA L MCCARTHY
Notary Public - State of New York
No. 01MC4962698
Qualified in Niagara County
My Comm. Expires Feb. 26, 2026

2023 MAY 17 AM 10:05
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

NOTICE OF PUBLIC HEARING

For the approval of a Cable Television Agreement Between Spectrum Northeast, LLC and the City of North Tonawanda

PLEASE TAKE NOTICE that the City of North Tonawanda will hold a Public Hearing on Tuesday, May 23rd, 2023 at 6:00PM in the Common Council Chambers, City Hall, 216 Payne Avenue, North Tonawanda, New York regarding granting a cable television franchise agreement by and between the City of North Tonawanda and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the City of North Tonawanda Clerk's Office, 216 Payne Avenue, North Tonawanda, New York.

At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

By Order of the Council
City of North Tonawanda
N#316788

5/13/2023



#/.

JUN 06 2023

**RESOLUTION IN SUPPORT OF NIAGARA COUNTY'S
STATE OF EMERGENCY DECLARATION REGARDING NYC'S MIGRANT CRISIS**

Submitted by President DiBernardo & Aldermen Schmigel, Lavey, Loncar, & Marranca

WHEREAS, the County of Niagara declared a State of Emergency on May 18, 2023 at 12:00pm, in response to the Immigration Crisis emerging from New York City; and

WHEREAS, the State of Emergency prohibits private businesses and entities from entering into contractual agreements with out-of-county municipalities and the state to house migrants; and

WHEREAS, New York City and New York State began the process of relocating migrants to communities in Upstate New York in motels/hotels; and

WHEREAS, the City of North Tonawanda has dozens of hotels/motels in our bordering communities, including two within the city limits; and

WHEREAS, the Best Western Motel in Town of Colonie, Armoni Inn and Suites in the Town of Orangeburg, and Candlewood Suites in the Town of Salina, are just a few examples of sites where New York City is seeking to relocate migrants; and

WHEREAS, the County of Niagara cannot possibly handle the large influx of individuals seeking housing, citing the lack of housing and resources for the county's homeless population; and

WHEREAS, the long-term effects of housing migrants will lead to an immense burden on our social services and other community resources that are provided by the taxpayers; and

WHEREAS, like the County of Niagara, the City of North Tonawanda continues to recognize and appreciate the social, economic, and cultural contributions of lawful migrants to our community, but realize unrestricted and uncontrolled migration pose great risks to our social, health, and emergency services; and

NOW, THEREFORE, LET IT BE RESOLVED, the North Tonawanda Common Council supports on the record the County of Niagara's State of Emergency Declaration, and will continue to work together in safeguarding the health, safety, and wellbeing of our citizens; and let it be further,

RESOLVED, copies of this resolution be transmitted to Niagara County Legislature Chairman Rebecca Wydysh, Niagara County Legislators Richard Andres, Randy Bradt, and Jesse Gooch, State Senator Robert Ortt, and State Assemblymen William Conrad and Angelo Morinello.

CITY CLERK'S OFFICE
RECEIVED

2023 JUN 1 AM 7:47
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

I.1

JUN 06 2023

April 18, 2023

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

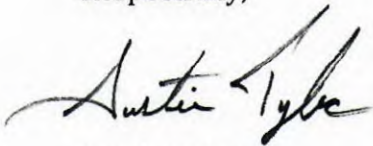
RE: Franchise Agreement Between City of North Tonawanda and Spectrum Northeast, LLC

Dear Honorable Body,

Attached is a franchise agreement between The City of North Tonawanda and Spectrum Northeast, LLC for internet services and associated terms. The City Attorney and I met with Spectrum to discuss any changes to the terms. It was decided that we should move forward with a 15-year term, including a 5% franchise fee provided to the city based on Spectrum's annual gross revenue sales. This 5% is the maximum amount we can receive, which is consistent with federal law, and similar to previous agreements.

Please let me know if there are any questions with the agreement.

Respectfully,



Austin Tylec
Mayor

2023 APR 19 AM 8:13
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

City Hall, 216 Payne Avenue, North Tonawanda, NY 14120 · 716.695.8540
atylec@northtonawanda.org

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of North Tonawanda, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty-five (25) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such a residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions Section 895.5 of the regulations of the NYPSC. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

6.3 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.4 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to

provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aurally at the time of system construction, the Grantee may install its facilities aurally with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise. Grantee or its designee shall make good faith efforts to notify the Town Highway Superintendent or the Department of Public Works prior to commencing planned construction work on public property and Streets, in addition to the Grantor's generally applicable permitting process. Notwithstanding the foregoing, Grantee will perform emergency maintenance and restoration without prior notice.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor and except for incidental trimming done by Grantee employees in the course of performing their other duties, shall make good faith efforts to notify Grantor prior to engaging in any such activity.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense

of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. In the event of a change to applicable

law, regulation or rule which establishes a specified maximum franchise fee percentage of higher than five percent (5%) of Gross Revenues and if Grantee agrees to pay such percentage to another franchising authority in New York State, then Grantee shall, upon the request of Grantor after a public hearing, agree to amend Section 10.1 of this franchise to provide for a franchise fee at such percentage subject to approval by the NYPSC in accordance with its Cable Rules. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this

Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Austin Tylec
Mayor
North Tonawanda City Hall
216 Payne Avenue
North Tonawanda, NY 14120
Email: atylec@northtonawanda.org

Grantee: Mark Meyerhofer
Sr. Director, Government Affairs
Charter Communications
355 Chicago Street
Buffalo, NY 14204
Email: mark.meyerhofer@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Mayor, or such other person as may be designated and supervised by the Mayor, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

T.2

JUN 06 2023

May 31, 2023

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

Re: Appointment of Planning Commission Member

Dear Honorable Body:

Please be advised that I am appointing Keith A. Craigie, 347 Brentwood Dr., North Tonawanda, NY 14120 as Planning Commission member to replace Michelle Bernas, who recently resigned, for the remainder of the term to expire December 31, 2029.

Thank you for your attention to this matter.

Respectfully,



Austin Tylec
Mayor
City of North Tonawanda

RECEIVED
CITY CLERK'S OFFICE

2023 MAY 31 PM 3:03
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA

I.3

Office of the Mayor

JUN 06 2023

AUSTIN J. TYLEC

May 30, 2023

North Tonawanda Common Council
216 Payne Ave (City Hall)
North Tonawanda, NY 14120

Re: Request for Rodent Control Funding

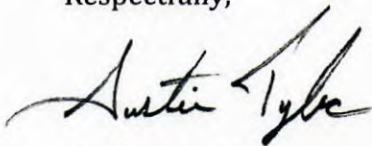
Dear Honorable Body,

Upon further discussion with residents and the Common Council, this resolution is to hereby request \$50,000 from the Niagara County Legislature to assist in remediating unwanted rodents in the City of North Tonawanda.

Rodents are a nuisance for the residents in our city, especially during the summer months when many of us are trying to enjoy the outdoors. The passing of this resolution will help assist the city in eliminating these pests for our residents. These funds will allow us to hire a third party company to trap and control the rodent population throughout our city.

Thank you for your consideration of this matter.

Respectfully,



Austin Tylec
Mayor

2023 MAY 31 PM 3:11
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE



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

Chelsea L. Spahr, P.E.
City Engineer
Phone: (716) 695-8565
Fax: (716) 695-8568

May 31, 2023

CL

JUN 06 2023

Honorable Austin J. Tylec, Mayor
and Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, New York 14120

Re: Erie Canal Bike Path Extension - Mayor's Park to Botanical Garden
PIN 5764.74
Supplemental Agreement No. 2

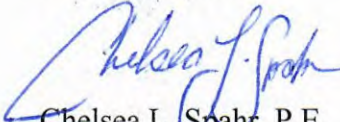
Dear Honorable Body:

NYSDOT is coordinating with the State Historic Preservation Office (SHPO) on their review of the materials related to Section 106 of the National Historic Preservation Act. SHPO has requested a historic resource survey be conducted prior to making their determination. This survey would assess all structures along the bike path route that are over 50 years old. This survey was not included in the original contract we had with C&S Companies and the survey is necessary to get NYSDOT design approval.

I therefore recommend that the Common Council authorize the Mayor to sign the enclosed Supplemental Agreement No. 2 for the additional design scope with C&S Companies, 141 Elm Street, Buffalo, NY 14203; in an amount of \$11,650.00; subject to review by the City Attorney.

Please let me know if you have any further questions or concerns. Thank you for your consideration.

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Edward A. Zebulski III, City Attorney
Mark Zellner, Superintendent of Public Works
Laura Wilson, Director of Community Development
Alex Domaradzki, Director of Parks and Recreation
Jeffery Zellner, City Accountant
Daniel T. Borcz, PE, C&S Companies

2023 JUN 1 AM 9:22
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE



C&S Companies
141 Elm Street, Suite 100
Buffalo, NY 14203
p: (716) 847-1630
f: (716) 847-1454
www.cscos.com

May 25, 2023

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

Re: Erie Canal Bike Path Extension project
PIN 5764.74
Supplemental Agreement 02 Proposal

Dear Chelsea;

NYSDOT is coordinating with the State Historic Preservation Office (SHPO) on their review of the materials related to Section 106 of the National Historic Preservation Act. SHPO has requested a historic resource survey be conducted prior to making a determination. This survey was not included in our original contract with the City.

C&S has subcontracted this work to Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR). EDR's proposal is attached.

I appreciate your understanding that these costs are justified and allowing this request for extra compensation. Please do not hesitate to contact me if you need additional information to complete this process.

Very truly yours,

C&S ENGINEERS, INC.

Daniel T. Borcz, P.E.
WNY Transportation Dept Manager

Accepted this _____ day of _____, 2023

By: _____
Austin J. Tylec
Mayor, City of North Tonawanda



May 4, 2023

Daniel T. Borcz, P.E.
WNY Transportation Dept Manager, C&S Companies
Submitted via email to dborcz@cscos.com

**RE: PIN 5764.74 Erie Canal Bike Path Extension
City of North Tonawanda, Niagara County, New York
EDR Professional Services Proposal – Historic Resources Survey**

Dear Daniel:

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR) is pleased to offer the C&S Companies (the Client) this professional services proposal to conduct a historic resources survey in association with the proposed Erie Canal Bike Path Extension (New York State Department of Transportation [NYSDOT] PIN 5764.74) in the City of North Tonawanda, Niagara County, New York (the Project).

EDR's primary **Point of Contact** for this project will be:

Grant Johnson, Historic Preservation Services Leader
Phone: 315.530-3865 :: Email: gjohnson@edrdpc.com

PROJECT UNDERSTANDING

EDR's understanding of the Project is based on email correspondence with the Client dated April 26, 2023. The Project will consist of the construction of approximately 1.8 miles of off-road bike and pedestrian trail between Mayor's Park and the North Tonawanda Botanical Gardens in the City of North Tonawanda. A Section 106 Project Submittal Package was prepared by the Client and submitted to the NYSDOT. In April 2023, the New York State Historic Preservation Office (NYSHPO) requested completion of a historic resources survey for the Project. A scope of services associated with completing this work is provided below.

QUALIFICATIONS AND EXPERIENCE

EDR is an award-winning multidisciplinary land planning, design and environmental consulting firm doing business since 1979. EDR began providing cultural resources services in 2010, and since that time has conducted numerous historic resources surveys and historic preservation projects throughout New York State.

Our Cultural Resources Division has extensive experience and relationships working with representatives of relevant regulatory agencies, and expertise producing results within state and federal regulations (including *Section 14.09 of the NYS Historic Preservation Act*, *Section 106 of the National Historic Preservation Act*, and rehabilitation tax credit programs).

KEY STAFF

EDR's key staff for this project collectively have over 30 years of experience in cultural resources and/or historic preservation practice. Our key staff for this project (all of whom meet the Qualifications for the Secretary of the Interior's Standards for Archaeology and Historic Preservation [per 36 CFR 61]) and their respective areas of expertise are summarized below.

KRISTEN OLSON, Historic Preservation Project Manager

Kristen Olson will serve as Project Manager and be responsible for coordinating the research and survey fieldwork and preparing the historic resources survey report. Ms. Olson has had extensive training in historic preservation planning and the evaluation of historic-architectural resources, including key roles in coordination of multiple historic resources surveys within Madison County as well as Phases 2 and 3 of the City of Syracuse Comprehensive Reconnaissance-Level Historic Resources Survey. Prior to joining EDR, Kristen prepared intensive-level survey documentation for the Henry St. John Historic District in Ithaca, New York. She holds a Master of Arts degree in Historic Preservation Planning from Cornell University and a Bachelor of Arts degree in Studio Art from Colby College.

GRANT JOHNSON, Historic Preservation Services Leader

Grant Johnson will assume overall responsibility for quality assurance/control review. Mr. Johnson has over 12 years of experience conducting cultural resources and historic preservation projects. Grant has had comprehensive training in reconnaissance and intensive-level architectural surveys, as well as the S/NRHP nomination process. Mr. Johnson holds a Master of Arts degree in Historic Preservation Planning from Cornell University, and a Bachelor of Arts degree in Anthropology from Syracuse University.

CHEYENNE STOKES, Architectural Historian

Cheyenne Stokes will assist with research, fieldwork, and preparation of the survey report. Ms. Stokes has had extensive training in historic preservation survey and documentation including digital photography, as well as research methods and the evaluation of historic-architectural resources for National Register of Historic Places eligibility. She holds a Master of Science degree

in Historic Preservation from the University of Vermont and a Bachelor of Arts degree in Psychology with a minor in German Area Studies from the University of Houston.

Additional historic preservation and GIS staff may provide support for the scope of services described herein as necessary. Staff resumes are available upon request.

SCOPE OF SERVICES

Task 1. Historic Resources Survey Methodology

Based on the April 2023 request from NYSHPO, EDR will prepare a historic resources survey methodology memorandum describing the proposed data collection methods as part of the reconnaissance-level historic resources survey of the area immediately adjacent the Project route. The survey methodology will include the methods used to document and evaluate the current condition and integrity of buildings 50 years of age or older, as well as potentially S/NRHP-eligible buildings, structures, sites, objects, and district(s), as well as a list and map of the properties to be included as part of the survey.

Based on a review of CRIS and the Section 106 PSP, the survey area includes one National Historic Landmark (New York State Barge Canal Historic District), no resources which are listed or determined eligible for listing in the S/NRHP, ten resources that have not been formally evaluated for S/NRHP eligibility (i.e., their S/NRHP eligibility in CRIS is listed as “Undetermined”), and several resources over 50 years of age.

Deliverable: EDR will submit a memorandum in digital (pdf) format to NYSDOT staff for review and approval prior to submission to NYSHPO.

Task 2. Historic Resources Survey Fieldwork

Following NYSDOT and NYSHPO review and approval of the survey methodology, EDR will conduct historic resources survey fieldwork. The purpose of the survey is to identify and document individual resources and/or potential historic districts that appear to meet S/NRHP eligibility criteria as described in the survey methodology memorandum.

EDR’s evaluation of historic properties within the survey area will focus on the physical condition and integrity (with respect to design, materials, feeling, and association) to assess the potential

historic and/or architectural significance of each resource. If deemed appropriate, concentrations of historic resources will be documented collectively as districts. EDR will make a recommendation of S/NRHP eligibility for previously identified structures and properties within the survey area that have been previously determined S/NRHP-eligible or whose S/NRHP eligibility has not formally been determined. If significant changes to materials or form are found to have occurred, or if a property is found to no longer be standing, an updated recommendation of S/NRHP eligibility will also be provided.

Note that all properties included in the historic resources survey will be photographed and assessed from public rights-of-way. The condition and integrity of all resources will be evaluated based solely on the visible exterior of the structures. No inspections or evaluations requiring access to the interior of buildings, or any portion of private property, will be necessary to complete the reconnaissance survey.

Field survey data will be entered into NYSHPO's CRIS Trekker application. The following information will be documented in the field for each resource (and updated using CRIS Trekker Manager as needed):

- Location of the resource
- Address of the resource
- Resource type (building, structure, object, site)
- Current name of the resource (if applicable)
- Historic name of the resource (if different than current name)
- Approximate date of construction
- Roof/wall/foundation/other materials
- Outbuildings, landscapes, or site features
- Current use and historic use (if different from current use)
- Brief physical description
- Architectural classification (i.e., style)
- Major alterations and their dates (if known)
- Brief statement of significance
- Area of potential significance
- Digital exterior photographs

Following the completion of the field survey, EDR will prepare significance statements with appropriate supporting documentation for all properties surveyed that, in the opinion of EDR, meet the eligibility criteria for potential listing in the S/NRHP. This will include preparation of significance statements for the following properties:

- Newly identified properties not previously surveyed or included in CRIS;
- Previously identified properties where there is a change in S/NRHP eligibility (i.e., the property was identified in CRIS as “Undetermined,” meaning it had not been formally evaluated for S/NRHP eligibility, but is now being recommended to be eligible for listing in the S/NRHP); and

While a final number of eligibility statements to be completed is not known at this time, it is anticipated that it will be fewer than 20 (i.e., not all properties surveyed as part of Task 2 will require completion of an eligibility statement).

The reconnaissance-level survey will be conducted by EDR staff who meet the Secretary of the Interior’s Standards for Archaeology and Historic Preservation Projects (per 36 CFR Part 61). The survey will be conducted in accordance with existing applicable National Park Service, NYSHPO, and NYSDOT guidance. EDR staff have a firm understanding of S/NRHP eligibility criteria and the required form and content of information to be presented in historic resources surveys, and are very familiar with National Park Service bulletins and other relevant guidance documents.

Deliverable: EDR will submit relevant survey data, images, significance statements, and supporting documentation for all historic resources surveyed as part of Task 2 to the NYSHPO via CRIS Trekker 2.0. NYSHPO will confirm receipt of the submission to EDR and the NYSDOT. EDR will coordinate with NYSHPO staff as needed to provide any additional information regarding the survey results. For the purposes of this proposal, EDR assumes that NYSHPO will have minimal comments on the survey results and significance statements, and that substantial revisions will not be required.

Task 3. Historic Resources Survey Report

EDR will compile an illustrated report summarizing the results of the survey, including the required title page data; survey methodology; historic context statement; summary of survey results; bibliography; and appendices containing an annotated list of resources recommended for S/NRHP; and project staff resumes.

Deliverable: EDR will submit a draft report to the NYSDOT in digital format and will work with the Client and NYSDOT to implement any necessary revisions before submitting a final report in digital (pdf) format. It is anticipated that NYSDOT will upload the final survey report to CRIS.

ASSUMPTIONS

1. The proposed boundary for the survey will not exceed the area immediately adjacent to the proposed Project route as described in the Section 106 PSP.
2. No survey or eligibility determinations for properties located outside of the survey boundary will be completed as part of the scope of work.
3. Any meetings required in association with the Project will be held virtually and no meetings requiring travel or in-person attendance by EDR will be necessary.
4. The Client, NYSDOT and NYSHPO will provide timely review of comments on all submissions, and no significant revisions or additional survey fieldwork will be necessary.

SCHEDULE

EDR will initiate work on the scope of services described herein following the execution of a mutually agreeable services agreement. EDR will work with the Client to develop a schedule that will meet Project goals.

COMPENSATION

EDR proposes to complete the scope of services described herein on an hourly, not-to-exceed basis for \$11,650. The proposed fee is inclusive of staff labor, travel, and reimbursable expenses.

This proposed scope of services and fee does not include any other service not explicitly set forth herein. A scope and cost proposal for additional services will be provided if requested by the Client. Any services necessary beyond those presented in this cost estimate shall not be conducted until mutually agreed upon by the Client and EDR.

Please do not hesitate to contact Grant Johnson at (315) 530-3865 or gjohnson@edrdpc.com if you have any questions or would like to discuss our qualifications or any of the information presented herein. EDR truly appreciates the opportunity to submit these qualifications and looks forward to working with you on this project.



**City of North Tonawanda
Department of Engineering**

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

Chelsea L. Spahr, P.E.
City Engineer
Phone: (716) 695-8565
Fax: (716) 695-8568

May 31, 2023

IV.2

JUN 06 2023

Honorable Austin J. Tylec, Mayor
and Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, New York 14120

**Re: Weatherbest Boathouses Waterline Replacement – Engineering Services
Project No. 2023-05**

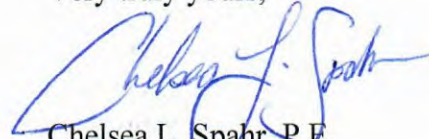
Dear Honorable Body:

Enclosed is a proposal from C&S Companies for design services for the replacement of the Weatherbest Boathouses' waterline. These services include topographic survey, soil borings, and plans, profile and engineering report for submittal to the Niagara County Health Department for their approval.

Accordingly, I respectfully request that the Common Council approve the enclosed agreement for waterline design services with C&S Companies, 141 Elm Street Suite 100, Buffalo, NY 14203; in an amount not to exceed \$22,850; and authorize the Mayor to sign said agreement subject to review by the City Attorney.

Please let me know if you have any further questions or concerns. Thank you for your consideration.

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Edward A. Zebulske III, City Attorney
Jason Koepsell Superintendent of Water and Wastewater
Jeffery Zellner, City Accountant
Victor O'Brien, PE, C&S Companies

2023 JUN 1 AM 9:22
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C&S Companies

141 Elm Street

Suite 100

Buffalo, NY 14203

p: (716) 847-1630

www.cscos.com

May 24, 2023

Mayor Austin J. Tylec
City of North Tonawanda
216 Payne Avenue
North Tonawanda, NY 14120

Re: Civil Engineering Services Proposal
Weatherbest Street Watermain
North Tonawanda, New York

Dear Mayor Tylec:

C & S Engineers, Inc. ("C&S") is pleased to submit this proposal to provide engineering for the design of approximately 1,000 linear feet of new public water main on Wetherbest Street to supply the existing boathouses/boat slips with domestic water.

C&S will provide the following scope of work:

- Through a subconsultant, obtain topographic survey along the 1,000+/- foot corridor
- Prepare, plan, profile and detail drawings
- Obtain soil borings via subconsultant
- Prepare engineer's report and DOH application

Assumptions/Exclusions:

1. There are no environmental impediments (wetlands, endangered species, archeology, flood plain, underground storage tanks, etc.) to the development of the property as intended and any related studies and/or permitting are not included.
2. SEQR efforts will be limited to completing an EAF.
3. The project will disturb less than one acre of land. Therefore, a Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will not be required.
4. We will provide plans and reports for Department of Health Approval. Preparation of bidding documents (contract manual and drawings), bidding and construction phase services are not included.
5. Printing of drawings and reports to obtain approvals is included. Additional printing will be by others. C&S will provide drawings in PDF format for printing.
6. All application and permit fees will be paid by the owner.

Mayor Austin J. Tylec
May 24, 2023
Page 2

Fee(s):

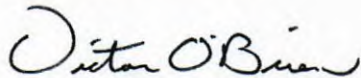
Topographic Survey	\$3,850 Lump Sum
Soil Borings	\$6,000 Budget
Plans, Profiles Reports	\$13,000 Lump Sum

Total Fee \$22,850

If this letter proposal meets with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. Your acceptance will constitute authorization to C&S to proceed with the services described above.

This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

Very truly yours,
C & S ENGINEERS, INC.



Victor O'Brien, P.E.
Department Manager

Accepted this ____ day of _____, 2023.

By: _____
Authorized Representative

Title: _____

JEFFREY ZELLNER
CITY ACCOUNTANT

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

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

TELEPHONE: (716) 695-8545

FAX: (716) 695-8573

VII.

JUN 06 2023

June 1st, 2023

Honorable Austin J. Tylec, Mayor
And Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

Dear Honorable Body:

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

Accordingly, please authorize for payment the current Warrant of Claims for Common Council audit, dated June 6th, 2023, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

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NORTH TONAWANDA NY

XVII

May 15, 2023

JUN 06 2023

Donna Braun

City Clerk/Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

The May 2023 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1800 hours. Roll call showed the following members present: R. Frank, J. Sikora, M. Lemke, D. Grinnell, A. Dibernardo, R. Brennan, N. Ferguson. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

- 1.) Robert Brennan received a request from the Mayor's Office to look at a 4-way stop at Thompson Street and Main Street. The committee will monitor this intersection for the next month, collect data, and report back in June.
- 2.) Joyce Santiago forwarded an email from Tyler and Brittany Zandi with a request for a sign stating "Slow, Children at Play" on both sides of Sweeney Street in the vicinity of their residence. The committee monitored Sweeney Street and member Frank had NTPD do traffic enforcement. There were also 2 speed/radar signs placed on Sweeney Street.

Over the last 20 years the committee has designated the "Child at Play" signs to be placed in the vicinity of schools, parks, playgrounds, and day cares. These signs are not put in front of personal residences because the committee believes that there are children playing on most of the streets in North Tonawanda and putting them up everywhere would not give the desired outcome.

Member Frank proposed "Child at Play" signs next to Mayor's Park and Miller Park which are both near Zandi's residence. The committee believes that the playgrounds in these parks are not close enough to the entrance for these signs to be relevant. The committee recommends placing "Park Entrance" signs on both sides of Mayor's Park and Miller Park. These signs would be bright yellow to catch the attention of drivers and would serve the purpose of slowing down traffic. The traffic officer and ADP (Aggressive Driving Program) will continue to monitor Sweeney Street.

- 3.) Mayor Tylec sent a request to have speed bumps placed in Mayor's Park to help slow down traffic. Member Meisenburg stated that for a company to come in and do this project would cost approximately \$5,200 for 12 speed bumps. Meisenburg spoke with Mark Zellner

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(DPW Superintendent) who stated that he could use materials that he has to do this for close to free. The committee recommends letting Zellner and his department build the speed bumps.

4.) The committee received a request for a stop sign on Tremont Street and Falconer Street. The request came after an accident at this intersection where the complainant stated that the driver was screaming in agony. NTPD and NTFD investigated this accident to find that witnesses stated that driver#1/vehicle #1 was westbound on Tremont Street at a high rate of speed and went through the stop sign at Tremont Street and Niagara Street. Vehicle #1 proceeded west at an excessive speed down Tremont. Vehicle #2 was attempting to pull in their driveway when vehicle #1 decided that they didn't want to wait so they swerved around vehicle #2 into oncoming traffic. Vehicle #1 then crashed into a parked vehicle on the other side of the street.

Parties and witnesses at the scene state that the driver #1 was not in agony but was screaming at members of the NTPD and NTFD after they informed her that the accident was her fault for her reckless driving. This accident was caused by a driver being in a hurry and not obeying simple traffic laws. The committee will continue to monitor this intersection.

5.) Member Grinnell requested a new "Handicap" sign in front of the NT Football Hall of Fame as the one there is damaged. The committee recommends a new sign.

6.) Joe Sandy requested speed bumps on Sweeney Street in front of the Remington Tavern. The committee will discuss this request prior to next month's meeting.

7.) Member Brennan received a request to check the light at Payne Avenue and Thompson Street as the complainant believes that the timing is off. Member Meisenburg will check the light and fix any timing issues.

8.) Member Ferguson received a request to have the DPW clean up the loose gravel on the bike path on River Road. The gravel is making it hard for bikers to ride. Member Meisenburg will reach out to the DPW and/or the NYS DOT to clean the gravel up from the path.

The next Traffic Safety Committee meeting will be held on June 19, 2023, at 1800 hours.

Travel safely, Robert J. Frank

XXV.1

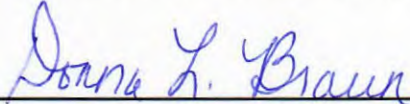
JUN 06 2023

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	16	160.00
			Sub-Total:	\$160.00
A1550	Minor Sales	Public Pound Fee	1	25.00
			Sub-Total:	\$25.00
A1603	Misc. Fees	Birth Certificates	40	400.00
		Death Certificates	106	1,060.00
		Deaths Recorded	13	0.00
		Geneology Death	1	22.00
			Sub-Total:	\$1,482.00
A1980	Minor Sales	City Market	1	275.00
			Sub-Total:	\$275.00
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
		Site Plan Approval	1	100.00
		Terrace Park. Permit	2	10.00
			Sub-Total:	\$210.00
A2501	Minor Sales	Solicitors Permit - Yearly	1	25.00
	Permit Fees	Chicken Permits	8	200.00
			Sub-Total:	\$225.00
A2505	Marriage License Fee	Marriage License Fee	17	297.50
			Sub-Total:	\$297.50
A2506	Conservation	Conservation	20	43.70
			Sub-Total:	\$43.70
A2540	Racing & Wagering Fees	Bingo Proceeds	6	363.61
			Sub-Total:	\$363.61
A2542	Dog Licensing	Exempt Dogs	3	0.00
		Female, Spayed	92	828.00
		Female, Unspayed	12	204.00
		Male, Neutered	79	711.00
		Male, Unneutered	9	153.00
		Replacement Tags	2	6.00
			Sub-Total:	\$1,902.00
A2610	Minor Sales	Parking Tickets	35	2,170.00
			Sub-Total:	\$2,170.00

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Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$7,153.81
Amount paid to:	New York State Department of Health			382.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			234.00
Amount paid to:	NYS Environmental Conservation			746.30
Total State, County & Local Revenues:		\$8,516.61	Total Non-Local Revenues:	\$1,362.80

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

 Date



City of North Tonawanda

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

XXXII.
JUN 06 2023

May 17th, 2023

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

Dear Honorable Body,

As you are aware, the City of North Tonawanda was awarded approximately \$25,000 through the 2022 Consolidated Funding Application (CFA) from the New York State Canal Corporation for Gateway Harbor Technology Enhancements, with a total project cost of approximately \$50,000. The proposed enhancements include a public Wi-Fi system at Gateway Harbor, and the installation of a touch screen kiosk for visitors to obtain useful visitor information.

In March 2023, the City of North Tonawanda solicited for consulting firms through an RFP process to assist with the development and installation of the public Wi-Fi system. Three total proposals were received and graded by a committee comprised of City Department Heads and the Mayor's Office.

Upon review, the committee is recommending the City select PremCom to perform the development and installation of the Wi-Fi system. PremCom is a local company which already performs IT services for the City. The review committee felt that PremCom has the experience, expertise, and capacity to complete this project for the City.

I am hereby requesting that this honorable body consider selecting PremCom to complete the Gateway Harbor Wi-Fi Project and authorize the Mayor to sign an amended managed service agreement with PremCom, pending a review and approval by the City Attorney, for the proposed fee of \$33,523.74.

Please let me know if you have any further questions or concerns.

Sincerely,

Laura Wilson
Director of Community Development

2023 MAY 17 AM 11:47
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MANAGED SERVICES AGREEMENT

CUSTOMER: City of North Tonawanda
Agreement Number: 417123 – Amendment #1

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH PREMCOM CORPORATION (PREMCOM) AGREES TO PROVIDE MANAGED SERVICES FOR THE CUSTOMER EQUIPMENT AND SUPPORT AS STATED IN EXHIBIT A. BY SIGNING BELOW AND ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON ITS INVOICE, CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS. THIS AGREEMENT IS BETWEEN THE CUSTOMER AND PREMCOM.

1.0 Definitions

- 1.1 After-Hours. All hours that are not included in On-Hours.
- 1.2 Business Day. Monday through Friday inclusive, excluding holidays.
- 1.3 Holidays. PREMCOM observes the following calendar days in the United States as holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day and additional floating Holidays. Service is not available on these dates. Our Holiday schedule is published yearly online at www.premcom.com/support.
- 1.4 On-Hours. Between 8:00 a.m. and 5:00 p.m., EST. on every Business Day.

2.0 Support

2.1 Agreement. This PREMCOM Amended Agreement ("Agreement") is made this day 17th of May 2023 by and between City of North Tonawanda (CUSTOMER) located at 216 Payne Avenue, North Tonawanda NY 14120 and PREMCOM located at 85 Northpointe Parkway, Amherst, NY 14228. WHEREAS, PREMCOM is a provider of Network Support Services, Security and Networking solutions; WHEREAS, CUSTOMER desires to contract with PREMCOM for the provision of the PREMCOM Managed Services Solutions; NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

2.2 PERIOD OF SERVICE. This Amended Agreement shall be effective as of the date of the existing Agreement.

2.3 Contacts. Support provides authorization for specific CUSTOMER employees to engage PREMCOM's Service Support Line. The Authorized Contacts may contact PREMCOM by sending an e-mail to support@premcom.com, or by telephone at (716) 691-0791 extension 149. The CUSTOMER authorized contacts need to be identified in EXHIBIT B.

2.4 Telephone Support. Telephone Support is available during On-Hours. Any provisions for After-Hour or Holiday support will be available by PREMCOM's standard Off-hours support service and will be billed in accordance with our standard Off-hours rates at the CUSTOMERS' request unless said coverage is specifically inclusive as defined within the Included Services section of this agreement.

2.5 E-mail Support. CUSTOMER may request support by e-mail, which is available during On-Hours.

2.6 Remote Accessibility. PREMCOM reserves the right to remotely access CUSTOMER's system to a) review the final installation for quality assurance purposes and/or b) provide remote installation support.

3.0 CUSTOMER Responsibilities

3.1 On Site Contacts. In situations in which the CUSTOMER has multiple locations, CUSTOMER shall provide at least one individual per location to work with PREMCOM personnel to resolve cases if initial efforts to resolve the incident with the PREMCOM's Help Desk are unsuccessful.

3.2 Access. CUSTOMER must agree to provide remote access to systems covered under this agreement.

4.0 Termination/Remedies/Non-Hire.

4.1 Termination. PREMCOM and/or CUSTOMER shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties
- If the CUSTOMER does not pay PREMCOM within thirty (30) days from receipt of PREMCOM's invoice and/or otherwise materially breaches this Agreement.
- If PREMCOM fails to perform its obligations under this Agreement and such failure continues for a period of ten (10) days after written notice of the default, the CUSTOMER shall have the right to terminate this Agreement.

Upon termination, all hardware and software installed by PREMCOM that was required to conduct managed services are the property of PREMCOM and will be surrendered and returned to PREMCOM at end of the agreement.

4.2 REMEDIES. In the event CUSTOMER or PREMCOM terminates this Agreement for any reason other than a breach of the terms herein by CUSTOMER, CUSTOMER shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by PREMCOM were last performed.

4.3 INDEPENDENT ENGAGEMENT / NON-HIRE

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any CUSTOMER during the course of engagement and for period of one (1) year thereafter. Your signature on this document confirms your organizations agreement to adhere to this professional standard of conduct. CUSTOMER acknowledges that PREMCOM is involved in a highly strategic and competitive business. CUSTOMER further acknowledges that CUSTOMER would gain substantial benefit and that PREMCOM would be deprived of such benefit, if CUSTOMER were to directly hire any personnel employed by PREMCOM Except as otherwise provided by law, CUSTOMER shall not, without the prior written consent of PREMCOM, solicit the employment of PREMCOM personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

5.0 Pricing and Payment Terms

5.1 Price. Unless otherwise agreed by PREMCOM and CUSTOMER in writing, pricing for the Support plan is based on pricing set forth on PREMCOM's proposal Exhibit C.

5.2 Add-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining term of the original contract, and at the same rate of the Support agreement in effect at the time of purchase. All applicable taxes, if any, will be billed at the time Support Charges are invoiced.

5.3 Payments. Terms as stated in Exhibit C.

6.0 Limited Warranty.

6.1 PREMCOM shall use its best efforts to provide the managed services defined in this agreement and warrants that such services shall be performed in a professional manner. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, PREMCOM MAKES NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND PREMCOM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.0 Limitation of Liability. IN NO EVENT SHALL PREMCOM CORPORATION'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO ITS MANAGED SERVICES OR THIS AGREEMENT EXCEED THE AMOUNT PAID TO PREMCOM CORPORATION BY CUSTOMER FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WILL PREMCOM CORPORATION BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE MANAGED SERVICES CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

8.0 Miscellaneous

8.1 Governing Law. The laws of the United States and the State of New York, without reference to conflict of law principles govern this Agreement. Any dispute between the CUSTOMER and PREMCOM regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the State of PREMCOM.

8.2 Entire Agreement; Severability. This Agreement is the entire agreement between CUSTOMER and PREMCOM with respect to support services provided by PREMCOM and supersedes any other verbal or written communications or advertising. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

8.3 Force Majeure. PREMCOM is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if PREMCOM's ability to deliver services is impaired by CUSTOMER or circumstances beyond PREMCOM's control, PREMCOM may terminate this Agreement, in which event, CUSTOMER will receive a refund for any unused portion of the service term for which it had paid.

CUSTOMER: _____

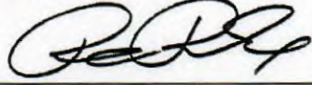
By: _____

Name: _____

Title: _____

Date: _____

PREMCOM CORPORATION

By:  _____

Name: Peter Proulx

Title: CEO

Date: 5/17/2023

Exhibit A

This service agreement includes device support for an initial accounting of devices agreed to by PremCom and the Customer. Devices added or deleted from original count will be adjusted on a monthly basis on the billing date for this contract.

Under this agreement, the CUSTOMER is entitled to support of the above devices as defined in the Included Services. Any additional devices added to the program will have an additional cost per month per device. Devices added by the CUSTOMER will be added to the next full month of service. The monthly pricing will be automatically updated with the addition of a device.

2. INCLUDED SERVICES

The PREMCOM program is designed to provide:

- Remote monitoring/alerts through the PREMCOM Network Operations Center for mission critical devices
 - PREMCOM will leverage the PREMCOM Network Operations Center (NOC) to provide 24/7 monitoring of all devices included in this service agreement.
- Security Service monitoring/alerts
 - This agreement will provide for specific security monitoring, alert and support services to all devices as identified in this service agreement.
 - PREMCOM's service will provide 24/7 monitoring and alerts for agreed upon IT security devices/measures.
 - PREMCOM's staff will respond to any detected security incident(s) within the defined response times to ensure availability and corporate security are maintained
- Proactive Preventative Maintenance Support
 - Our team will conduct monthly proactive services on your network to ensure that all devices as outlined are functionally as efficiently as possible
 - A listing of monthly proactive services that will be performed on your network can also be found in section 2.2 of this agreement
 - Any invasive proactive work will be pre-advised and where practical conducted during scheduled maintenance times so as not to negatively impact availability.
- PREMCOM Service Desk Support
 - The support desk may be reached by telephone at (716)691-0791 extension 149 or, by sending an e-mail to support@premcom.com.
 - SLA Response Times:
 - Regular Priority Issues – 2 hour maximum
 - On-Hours Emergency Priority Issues – 30 minute maximum
 - After Hours Emergency Priority Issues – 1 hour maximum
- PREMCOM Reporting and Management
 - PREMCOM will deliver reports on a monthly basis, on customer billing date. These reports include Capacity Planning Report, Detailed Asset Report, Hardware Inventory Report, Network Assessment Report, Patch Status Report, Software Inventory Report, and Warranty Expiration Report.
- PREMCOM License Management
 - PREMCOM will be responsible for generating license renewals for any and all software licenses purchased through PREMCOM.
 - PREMCOM will notify customer of upcoming license expirations, and provide renewal pricing, 30 days before license expiration for all licenses purchased through PREMCOM.
- PREMCOM Disaster Recovery
 - In the event CUSTOMER requires cloud backup provisioning, restoration process will begin within 1 hour of notification. PREMCOM cannot guarantee time to full restoration due to direct dependence on size and amount of data.

Exhibit B

Authorized Contacts

Company Name And Mailing Address:	Company:	City of North Tonawanda
	Address:	216 Payne Ave
	Address:	
	City, State Zip:	North Tonawanda, NY 14120
Authorized Contact #1:		
Name:	Jeff Zellenr	
Title:	City Accountant	
Phone Number:	716-695-8545	
Fax Number:		
Email Address:	jzellner@northtonawada.org	
Authorized Contact #2:		
Name:	Donna Braun	
Title:	Clerk/Treasurer	
Phone Number:	716-695-8555	
Fax Number:		
Email Address:	dbraun@northtonawada.org	
Authorized Contact #3:		
Name:	Laura Wilson	
Title:	Director of Community Development	
Phone Number:	716-695-8580	
Fax Number:		
Email Address:	Lwilson@lumbercitydc.com	
Authorized Contact #4:		
Name:		
Title:		
Phone Number:		
Fax Number:		
Email Address:		

Exhibit C
Pricing Scope of Work

PremCom will provide and install the equipment listed in the attached Quote No.: 418417. This Quote complies with our response to the Request for Proposal for the Gateway Harbor Public WIFI Network. While our Quote provides all the materials and labor to complete this project, the City of North Tonawanda will be responsible for delivering the Internet Connectivity that will connect to the equipment provided.

This is an amendment to existing Managed Services contract. Monthly monitoring cost as stated in the quote will be added to that Managed Services Contract No.: 417123.

Scope of Work as provided in our RFP response. (attached)



PremCom Corporation

Phone: 716-691-0791
 85 Northpointe Pkwy, Suite 1
 Amherst, NY 14228

Quote

No.: **418417**
 Date: **04/03/2023**

Prepared for:
 Mayor Tylec
 City of North Tonawanda
 216 Payne Ave
 North Tonawanda, NY 14120 U.S.A.

Prepared by: Joel Proulx
 Account No.: 73
 Phone: 695-8540

Qty.	Description	UOM	Sell	Total
All additional service and break fix work is billed at our managed services hourly rate of \$139.				
Fortinet Firewall				
1	FortiGate-71F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	EA	\$2,798.00	\$2,798.00
Network Switch and Support				
1	FORTINET Switch (FS-124F-FPOE) L2+ MGD POE SWCH 24GE + 4SFP+ 24PT POE	EA	\$1,295.00	\$1,295.00
1	FORTISWITCH-124F-FPOE 3YR 24X7 FORTICARE	EA	\$415.00	\$415.00
Wireless Access Points, Antennas, and Support				
5	FAP-U431F-A Wireless AP Tri radio (2x 802.11 a/b/g/n/ac/ax, 4x4 MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 2x2 MU-MIMO), internal antennas, 1x 100/1000/250	EA	\$1,220.00	\$6,100.00
5	FortiAP-U431F 3 Year FortiCare Premium Support	EA	\$390.00	\$1,950.00
6	Fortinet 2.4/5GHZ 14DBI WLS PATCH H:35/V:35 ANT	EA	\$600.00	\$3,600.00
Engineering Labor				
1.00	Fixed Rate Installation	HR	\$5,070.00	\$5,070.00
Installation of a 2X2 cabinet in the bathroom building to house the Transwave and PremCom equipment. Installation of power and small enclosures at the 5 AP locations. This is assuming all available power is 120 Volt at the buildings and the 2 light poles. Mounting of the 5 AP's				
1	GLCC Wall Mt. Enclosure 24"Hx21.25" Wx24.50"D Plexiglas Door BLACK	EA	\$995.90	\$995.90
1	Backboard 2X4	EA	\$59.84	\$59.84
1	Zacher Electric	EA	\$7,800.00	\$7,800.00
1	Misc. Hardware	EA	\$1,500.00	\$1,500.00
24.00	Standard Cabling Rate	HR	\$77.50	\$1,860.00
Monthly Cost/Forti-Analyzer				
1	Fortinet MSP Option 3A Base - Includes First Firewall, 1 Network Switch and 5 Access Points PremCom Managed Only	MTH	\$80.00	\$80.00

Payment Terms:
1/2 down required before the start of the project, balance due at time of completion.

Quote

No.: **418417**

Date: 04/03/2023

Your Price: \$33,523.74

Total: \$33,523.74

Prices are firm until 5/3/2023

Terms: Due on receipt

Quoted by: Joel Proulx, jproulx@premcom.com

Date: 4/3/2023

Accepted by: _____ **Date:** _____



Thursdays On the Water

Concert Line Up 2023

All concerts run from

5:00pm-10:00pm

CFO. A.

JUN 06 2023

July 13th

Opener – TBA

Headliner – TBA

July 20th

Opener – TBA

Headliner – TBA

July 27nd

Opener – TBA

Headliner – TBA

August 3rd

Opener - TBA

Headliner – TBA

August 10th

Opener – TBA

Headliner – TBA

August 17th

Opener – TBA

Headliner – TBA

August 24th

Opener – TBA

Headliner – TBA

August 31st

Opener – TBA

Headliner – TBA

Opener 6:00pm-7:00pm
Headliner 8:00pm-10:00pm

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CFO. B.

JUN 06 2023

Good Evening, Donna,

I respectfully request an agenda item be added for approval for the upcoming Board meeting. We have contracted out with Nelrod to utilize EZ-Reasonable Rent Determination (EZ-RRD) system to complete our rent reasonableness comp needed for new units and rent increases. In doing so, we needed to update the section of our Admin Plan that speaks to rent reasonableness: process and methodology. This update to Admin Plan follows HUD regulations and ensures compliance with SEMAP.

I attached the new Rent Reasonableness Section of the Admin Plan, the Policy and Procedure Manual referred to in the plan, and the Draft of a resolution we would be looking to get approved. This service will reduce staff time spent on these activities and ensure a solid equitable compliant process to determine the RR.

Please let me know if you have any questions,
Joy

Joyelle Tedeschi, Vice President of Housing Programs
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www.belmonthousingwny.org
Pronouns: she/her/hers



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