

City of North Tonawanda

DONNA L. BRAUN
City Clerk-Treasurer
dbraun@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

April 14, 2022

The following meetings have been scheduled for TUESDAY, APRIL 19, 2022:

6:15PM Common Council Discussion

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

Executive Session to follow Council meeting to discuss Wastewater Treatment Plant Project

Respectfully submitted,



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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, APRIL 19, 2022 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 4/05/2022

1) Legal Notice – Sealed Proposals for the City Market Improvements – City Clerk-Treasurer

COMMUNICATIONS FROM CITY OFFICIALS

<u>#. Frank DiBernardo</u>	-	Re: Permission to close Oliver Street between Schenck and Thompson, Monday, May 30, 2022, for a Memorial Day Concert & Bike Run.
I.1 Mayor	-	Re: Appointment of Katelyn Wistner to the Zoning Board of Appeals
I.2 Mayor	-	Re: Approval of the July 4th Fireworks
I.3 Mayor	-	Re: Approval to move forward with a Local Law entitled Community Choice Aggregation Program
VII. Accountant	-	Re: Payment of the Abstract of Claims Dated April 19, 2022

- X.1 Police Chief - Re: Reappointment of Michelle Day as a Commissioner of Deeds for the City of North Tonawanda
- X.2 Police Chief - Re: Approval of the appointment of Joseph Casale III as a Police Officer for the North Tonawanda Police Department
- X.3 Police Chief - Re: Approval of the North Tonawanda Police parking summons

XXV. Monthly Reports

- .1 Clerk-Treasurer .2 Police Department .3 Senior Citizen Center**

COMMUNICATIONS FROM OTHERS

- A.
Niagara County Youth Bureau - Re: Permission to have the Kidz ‘N’ Kites event and waive the park fee at Gratwick Riverside Park, on Saturday September 17, 2022
- B.
Glory Be To Kids - Re: Permission to waive the usage fees for Pinewoods Park for their Softball Tournament draw and for the 5K/Chowder Challenge
- C.
Tonawanda’s United Veterans Council - Re: Permission to close the Renaissance Bridge Sunday, May 29, 2022 for their Annual Memorial Day Service

Respectfully submitted,



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

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

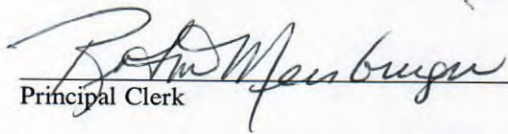
APR 19 2022

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

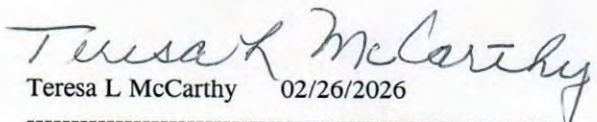
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid,
and that the annexed printed legal # 297842
was printed and published in said paper on the following dates:

04/05/2022


Principal Clerk

Subscribed and sworn to before me this
4-8-22


Teresa L. McCarthy 02/26/2026

Notary Public Expiration Date

RECEIVED
CITY CLERK'S OFFICE
2022 APR 11 AM 10:47
NORTH TONAWANDA NY

TERESA L MCCARTHY
Notary Public - State of New York
No. 01MC4962698
Qualified In Niagara County
My Comm. Expires Feb. 26, 2025

LEGAL NOTICE
CITY OF NORTH TONAWANDA, NEW YORK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS

SEALED PROPOSALS for the City Market Improvements as called for by the Contract, in accordance with plans and specifications thereof, will be received by the City Clerk/Treasurer of the City of North Tonawanda, New York, until 11:00 am, Prevailing Time, Tuesday, April 26th, 2022, at which time they will be publicly opened.

A copy of the Contract Documents is on file and is available for inspection during the usual business hours at the office of the City Engineer in the City Hall, 216 Payne Avenue, North Tonawanda, New York; and at Construction Exchange of Buffalo and Western New York, 2660 William Street, Cheektowaga, NY 14227.

The project consists of the installation of new curbs, sidewalks, and ADA compliant sidewalk ramps along Market Street. North Tonawanda DPW will be completing other work on site, schedule coordination with will be necessary.

Copies of the Contract Documents required for review or bidding purposes may be obtained at the City Engineer's office, City Hall, 216 Payne Avenue, North Tonawanda, New York, on or after Tuesday, April 5th, 2022, upon deposit of \$50.00 (2 - \$25.00 checks made payable to the City Treasurer of North Tonawanda) for each set of documents so obtained. The full amount of the deposit for one set of documents, and one-half of the deposit for any additional sets of documents will be refunded to each bidder who submits a formal proposal to the City, and who also returns the documents in good condition to the office of the City Engineer within thirty (30) days after his bid security has been returned to him. Equipment manufacturers, contractors, subcontractors and others who do not submit formal proposals to the City, will be refunded one-half the amount of the deposit for all sets of complete documents returned in good condition to the office of the City Engineer within thirty (30) days after the opening of bids. No refund will be made for documents received after this thirty (30) day period. Contract Documents must be obtained from the City for bidding on this project. Electronically obtained copies of the bid documents will not be accepted.

Each proposal must be accompanied by cash, a certified check payable to the City of North Tonawanda, or bid bond, having as surety thereon a surety company acceptable to the City Attorney, in an amount not less than five percent (5%) of the amount of the base bid, conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute any such further security as may be required for the faithful performance of the contract.

An optional pre-bid meeting will be held at 10:00 AM prevailing time on April 19, 2022, at the City Hall 2nd Floor Conference Room located at 216 Payne Avenue in North Tonawanda. Attendance at the pre-bid meeting is recommended but is not mandatory.

All bids shall be submitted to the City Clerk/Treasurer's office in a sealed envelope addressed to the City of North Tonawanda and shall be plainly marked on the outside with the Contractor's name and title of the bid. Bids for contracts shall be designated as, 2021-03 CITY MARKET IMPROVEMENTS.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The minimum wage rates to be paid to laborers and mechanics engaged in the construction of this project shall be the latest wage rates established by the State Industrial Commissioner.

The Owner reserves the right to reject any or all bids for failure to comply with the requirements of the Contract Documents but may, at its discretion, waive any informalities or irregularities.

The Owner further reserves the right to reject any or all bids or to award a contract which, in its judgment, is in the best interest of the Owner.

No bidder may withdraw his bid within sixty (60) days after the opening thereof, but may withdraw same at any time prior to the opening thereof. Bidder must sign the statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.

Donna L. Braun
City Clerk/Treasurer
City of North Tonawanda

N#297842

4/5/2022

#1.

City of North Tonawanda

COMMON COUNCIL
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120
(716) 695-8555

APR 19 2022

March 31, 2022

Dear Honorable Body,

Per my previous discussions I would like to add to the council agenda the request to have support for the following event planned for Oliver Street Memorial Day Concert and Bike run. This is being organized by Steve Mineo, owner of Sticky Face BBQ with proceeds going Tunnels 2 towers gold star home program.

This would require closing down Oliver Street between Schenk and Thompson (tentative 10am – 10pm). Mr Miano will be responsible for providing all required equipment (portable bathrooms, power, stage)and will be present at our meeting to discuss and field questions.

Thank you for your support

2nd Ward Alderman

Frank DiBernardo

CC: Austin Tylec, Mayor
Common Council
Donna Braun, City Clerk Treasurer
Nick Robinson, City Attorney

OLIVER ST. MEMORIAL DAY CONCERT & BIKE RUN
Oliver between Schenk & Thompson St.
MONDAY MAY 30TH
FEATURING

1980 Somethin C KISS THIS RUSTY NICKEL

LIVE ON STAGE
Gates Open at 2pm- Free Admission - Donations Welcome.
MEMORIAL BIKE RUN
Starting at 12pm at American Harley Davison and ending at the show!
FOOD, DRINKS & VENDORS FUN FOR THE WHOLE FAMILY!

Tunnel 2 Towers Foundation
Proceeds To benefit Tunnels 2 Towers Gold Star Family Home program.

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CITY CLERK'S OFFICE

2022 APR 1 4:48:37
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA

I.1

Office of the Mayor

APR 19 2022

AUSTIN J. TYLEC

April 1, 2022

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


Re: Appointment to Zoning Board of Appeals – Katelyn Wistner

Dear Honorable Body,

Please be advised I will be appointing Katelyn Wistner, 684 Deerfield Drive, North Tonawanda, NY 14120 to the Zoning Board of Appeals. Ms. Wistner will complete the term of Ken Braun who resigned on March 15, 2022. This term will expire December 31, 2023.

Thank you for your attention to this matter.

Respectfully,


Austin J. Tylec
Mayor

2022 APR 1 PM 2:30
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

T.2

APR 19 2022

Office of the Mayor

AUSTIN J. TYLEC

April 13, 2022

NT Common Council
216 Payne Avenue
North Tonawanda, NY 14120

Re: **T-NT Fireworks**

Dear Honorable Body,

The Mayors and Councils of the City of Tonawanda and North Tonawanda are coming together to bring back the 4th of July firework display.

The plan is to close the Main/Webster Street bridge between the Tonawanda's and hold the display at the center of the bridge at dusk on Monday, July 4th. We will also require closure of Webster Street between Sweeney Street and Tremont Street.

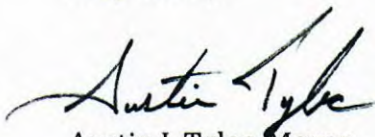
Our office has discussed this with our Police Chief, Fire Chief and Attorney who have all verified that this event can happen.

In addition, our office has secured funding for our half of the cost through various local businesses. Tonawanda has done the same. Therefore, this will not affect our 2022 budget.

The Mayors and Councils of the Tonawanda's are excited to bring this joint event back to our communities.

Thank you for your consideration in moving forward with this event.

Respectfully,


Austin J. Tylec, Mayor

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CITY CLERK'S OFFICE
2022 APR 14 PM 1:46
NORTH TONAWANDA NY

Office of the Mayor

APR 19 2022

AUSTIN J. TYLEC

April 13, 2022

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

RE: Community Choice Aggregate

Dear Honorable Body,

After the presentation by Tom Harty from Joule, I am requesting the council move forward with the proposal, which has been reviewed by the city attorney through a third-party administrator.


This program would allow residents and businesses to receive their energy from renewable energy sources and can reduce energy costs through a competitive bidding process.

The general timeline:

1. Public Hearing
2. Adopt a local law (Council Vote)
3. Select third-party Administrator – in this case “Joule”
4. Third-party administrator does public outreach period for input
5. Third-party administrator does competitive bidding for energy
6. Award bid (Council Vote)
7. Opt-out period for residents not wanting to get renewable energy
8. Launch program

Throughout this process the public will have numerous opportunities for input. Thank you for your consideration, and for Councilman Lavey’s efforts to move this forward.

Respectfully,


Austin J. Tylec, Mayor

RECEIVED
CITY CLERK'S OFFICE

2022 APR 14 AM 10:53
NORTH TONAWANDA NY

Be it enacted by the City of North Tonawanda of the County of Niagara as follows:

Section 1. The Code of the Municipality is hereby amended by adding a new Chapter entitled “COMMUNITY CHOICE AGGREGATION PROGRAM,” to read as follows:

ARTICLE 1

§1. Legislative Findings; Intent and Purpose; Authority.

- A. The Municipality supports the policy of the State of New York to reduce costs and provide price certainty for the purpose of consumer protection and economic development, to expand access and opportunities for customers in retail energy markets and promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources (“DER”).
- B. Among the initiatives that may advance these objectives is Community Choice Aggregation (“CCA”). CCA is a policy that, taking into account local resources, priorities, and challenges, empowers local governments, among other things, to select default energy offerings on behalf of its residents and small businesses. Energy delivery shall remain the responsibility of the Distribution Utility.
- C. By establishing a CCA Program, it is the Municipality’s goal to provide Participating Customers with the potential to lower and stabilize their energy costs, to spur local clean energy innovation and investment, to reduce environmental impact and to help achieve New York State’s goals set forth in the Reforming the Energy Vision initiative (“REV”) and the Climate Leadership and Community Protection Act; thereby, fulfilling the purposes of this Chapter and fulfilling a public purpose.
- D. The Municipality may choose to collaborate with other local governments to form an intermunicipal CCA Program.
- E. This Chapter establishes the authority for the Municipality, to implement a CCA Program to the full extent authorized by the State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224 (collectively, the “CCA Orders”), which shall include, without limitation, acquiring utility data and selecting one or more Energy Supplier(s) on behalf of Participating Customers.
- F. The Municipality hereby implements this COMMUNITY CHOICE AGGREGATION PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law and to the full extent authorized by CCA Orders.
- G. This Chapter shall be known and may be cited as the “COMMUNITY CHOICE AGGREGATION PROGRAM Law of the City of North Tonawanda”

§2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meaning indicated herein:

- A. AGGREGATED DATA means information aggregated and anonymized at the municipal level that are used to support Program design and solicitations for energy offerings.

- B. CCA ADMINISTRATOR means the third-party duly authorized to administer the CCA Program including without limitation to request Aggregated Data and Customer Specific Data; to solicit Energy Offerings on behalf of Default Customers; and to offer Participating Customers additional opportunities to participate or enroll in programs or projects related to DER. The CCA Administrator shall be responsible for program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the CCA Orders, unless otherwise specified.
- C. CCA ORDERS means the PSC’s Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs,” as it may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224
- D. COMMUNITY CHOICE AGGREGATION PROGRAM or CCA PROGRAM means the Community Choice Aggregation Program enabled by this local law.
- E. CUSTOMER-SPECIFIC DATA means personal data and utility data for Default Customers including without limitation customer of record's name, mailing address, account number, and primary language, if available, and any customer-specific alternate billing name, and address.
- F. DEFAULT CUSTOMER means a customer of electricity and/or natural gas services eligible to participate on an opt-out basis in the CCA Program (as set forth in the CCA Orders) or a customer who subsequently becomes eligible to participate in the CCA Program.
- To the extent permitted by the CCA Orders, the Municipality may further limit Default Customers to specific geographic areas, specific service classes or otherwise defined segments of the Municipal population.
- For the avoidance of doubt, a Default Customer must reside or be otherwise located within the geographic boundaries of the Municipality, as such boundaries exist as of the date an Energy Contract goes into effect.
- G. DER PROVIDER means a provider of products and/or services related to Distributed Energy Resources.
- H. DISTRIBUTED ENERGY RESOURCES or DER means local renewable energy projects, community distributed generation (e.g., community renewables), energy storage, peak demand management, energy efficiency, demand response, community resilience microgrid projects, and other clean energy projects and initiatives that reduce cost of service for Participating Customers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA Program.
- I. DISTRIBUTION UTILITY means the owner or controller of the means of distribution of electricity or natural gas in the Municipality. The Distribution Utility also serves as the default supplier of electricity or natural gas preceding the establishment of a CCA Program.

- J. ENERGY CONTRACT means an agreement to provide a default Energy Offering to Participating Customers as entered into by and between the Energy Supplier, Municipality and/or CCA Administrator.
- K. ENERGY OFFERING means any product or service authorized by the CCA Orders to be part of a CCA Program, including without limitation electricity or gas supply; community distributed generation; demand response or load management; energy efficiency; or other DER.
- L. ENERGY SUPPLIER means an ESCO, DER Provider, or a provider of other energy products or services that provides a default Energy Offering for Participating Customers in connection with this Chapter.
- M. ESCO or ENERGY SERVICES COMPANY means an entity duly authorized to conduct business in the State of New York as a generator of electricity and/or natural gas or other entity that procures and resells electricity or natural gas.
- N. MUNICIPALITY means the City of North Tonawanda.
- O. PARTICIPATING CUSTOMER means a Default Customer of the CCA Program who has not opted out, and a non-Default Customer of any service class who has voluntarily enrolled in the CCA Program.
- P. PUBLIC SERVICE COMMISSION or PSC means the New York State Public Service Commission.

§3. Authorization of a Community Choice Aggregation Program.

- A. A Community Choice Aggregation Program as set forth more fully herein, is hereby authorized by the Municipality, which the Municipality may implement to the full extent authorized by the CCA Orders.
- B. The Municipality may enter into Energy Contracts with one or more Energy Supplier(s) on behalf of Participating Customers.
- C. The Municipality may enter into one or more agreements with other municipalities, non- profits, consultants, and/or other third parties to: i) develop and implement the CCA Program; ii) act as CCA Administrator and/or iii) develop offers of DER products and services to Participating Customers.
- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Municipality's participation in the CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Municipality shall not take over any part of the electric or gas transmission or distribution system.

- E. The Public Service Commission supervises retail and DER markets and participants in these markets through regulatory authority, which includes rules relating to the eligibility of participating ESCOs and DER Providers, the operation by which they provide energy services, and the terms on which they may enroll customers.

§4. Eligibility.

- A. All Default Customers shall be enrolled in the CCA Program on an opt-out basis. Such Default Customers will have the right to opt-out of the CCA Program before an Energy Contract goes into effect or dis-enroll any time thereafter with no penalty. Such Default Customers who do not opt-out before the Energy Contract goes into effect will be enrolled automatically.
- B. The CCA Administrator shall issue one or more solicitation(s) to Energy Suppliers to provide a default Energy Offering(s) to Default Customers and may then award an Energy Contract(s) in accordance with the CCA Program, this Local Law, and the CCA Orders.

§5. Opt-Out Process.

- A. The CCA Administrator shall cause the mailing of a program notification letter, printed on municipal letterhead, to Default Customers at least 30 days prior to customer enrollment. The letter shall include information on the CCA Program and the Energy Contract executed with the selected Energy Supplier(s) including specific details on rates, price, benefits, services, contract term, and methods for opting out of the CCA Program. The letter shall explain that Default Customers who do not opt-out will be enrolled in the CCA Program under the Energy Contract terms and that information on those customers, including energy usage data, will be provided to the Energy Supplier.
- B. After the initial 30 day opt-out period, all Participating Customers shall have the option to dis-enroll from the CCA Program at any time without penalty.

§6. Data Protection Requirements.

- A. CCA Administrator may request Aggregated Data and Customer Specific Data from the Distribution Utility.
- B. Customer-Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations and other government standards relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Municipality or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Municipality or its representative's processing of confidential utility information; and (iii) the CCA Orders and PSC rules, regulations and guidelines relating to confidential data.
- C. The CCA Administrator shall enter into an agreement with the Distribution Utility that obligates each party to meet the above provisions of this paragraph.

§7. Administration Fee.

The CCA Administrator may collect, or cause to be collected, fees from Energy Suppliers and/or funds from Participating Customer payments to pay for administrative costs associated with operating the CCA Program.

§8. Reporting.

- A. The CCA Administrator shall prepare and file with the City Board of the Municipality an annual report by March 31 of each year concerning the operations of the CCA Program for the previous calendar year.
- B. Each annual report shall include, at a minimum, the following: number of Participating Customers served; number of Participating Customers cancelling; number of complaints received; commodity prices paid; value-added services provided (e.g., installation of DER or other clean energy services); and administrative costs collected. The first annual report shall also include the number of customers who opted-out in response to the initial opt-out letter or letters.
- C. If an Energy Contract is scheduled to expire less than one year following the filing of an annual report, such annual report shall describe current plans for soliciting a new Energy Contract, negotiating an extension, or terminating the CCA Program.

§9. Effective Date.

This Local Law shall be effective immediately upon being filed with the New York State Secretary of State.

§10. Severability.

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

CCA Administrator Agreement

This CCA Administrator Agreement (the “**Agreement**”) is entered into as of October 14, 2021 (the “**Effective Date**”) by and between the City of North Tonawanda, a municipal corporation of the State of New York, having its principal offices at 216 Payne Avenue North Tonawanda, NY 14120. (“**Municipality**”) and Joule Assets Inc. a Delaware corporation having its principal offices at 22 Edgemont Road, Katonah, New York 10536 (“**Joule**”) (Municipality and Joule are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services for Community Choice Aggregation (“**CCA**”) Programs for municipalities and the residents and business located therein;

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the CCA Orders (as defined below);

WHEREAS, effective March 16, 2018, the PSC issued an “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” in Case 14-M-0224 authorizing Joule, as CCA Administrator, to implement its Community Choice Aggregation Program with opt-out Community Distributed Generation (“**CDG**”)

WHEREAS, the Municipality is exploring whether a CCA Program is appropriate for the Municipality and its residents and businesses and has passed enabling legislation or intends to pass enabling legislation;

WHEREAS, Municipality desires to engage Joule in role as CCA Administrator and Joule desires to provide CCA Administrator Services to Municipality in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Capitalized terms that are used but not defined elsewhere this Agreement, shall have the meanings ascribed below:

(a) “**Applicable Law**” means the CCA Orders, and all statutes, ordinances, laws, rules and regulations that are related or applicable to the CCA Program, this Agreement, or the Parties to this Agreement.

(b) “**CCA**” means community choice aggregation as defined in the CCA Orders.

(c) “**CCA Administrator**” means the third-party duly authorized to administer the CCA Program

including without limitation program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the CCA Orders, unless otherwise specified.

(d) “**CCA Enabling Legislation**” means a local law adopted by Municipality according to Municipal Home Rule Law and in compliance with the CCA Orders that authorizes Municipality to implement a CCA Program.

(e) “**CCA Orders**” mean the PSC’s “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program,” issued on April 21, 2016 in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs,” as it may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224.

(f) “**CCA Program**” means the framework that Municipality uses to aggregate eligible customers located within the Municipality to provide access to default Energy Offerings on an opt-out basis and other Energy Offerings on an opt-in basis, as permitted or authorized by the CCA Orders.

(g) “**Compliant Bid**” means a bid for Energy Offering(s), submitted in compliance with the requirements set forth by the Parties in a solicitation, the terms of which are agreed upon by Municipality and Joule.

(h) “**Default Customer**” means a customer of electricity and/or natural gas services eligible to participate on an opt-out basis in the CCA Program or a customer who subsequently becomes eligible to participate in the CCA Program.

To the extent permitted by the CCA Orders, the Municipality may further limit Default Customers to specific geographic areas, specific service classes or otherwise defined segments of the Municipal population.

For the avoidance of doubt, a Default Customer must reside or be otherwise located within the geographic boundaries of the Municipality, as such boundaries exist as of the effective date of the applicable Energy Contract.

(i) “**DER Provider**” means a provider of products and/or services related to Distributed Energy Resources.

(j) “**Distributed Energy Resources**” or “**DER**” means local renewable energy projects, community distributed generation (e.g., community renewables), energy storage, peak demand management, energy efficiency, demand response, community resilience microgrid projects, and other clean energy projects and initiatives that reduce cost of service for Participating Customers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA Program.

(k) “**Distribution Utility**” means the owner or controller of the means of distribution of electricity or natural gas in the Municipality. The Distribution Utility also serves as the default supplier of electricity or natural gas preceding the establishment of a CCA Program.

(l) “**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

(m) “**Energy Contract**” means an agreement to provide an Energy Offering to Participating Customers as entered into by and between the Energy Supplier, Municipality and/or Joule.

(n) “**Energy Offering**” means any product or service authorized by the CCA Orders to be part of a CCA Program or otherwise permitted to be offered by Joule, including without limitation electricity or natural gas supply; community distributed generation, demand response or load management; energy efficiency; other DERs; and financing in connection therewith.

(o) “**Energy Supplier**” means an ESCO, DER Provider, or a provider of other energy products or services.

(p) “**ESCO**” means an entity duly authorized to conduct business in the State of New York as a generator of electricity and/or natural gas or other entity that procures and resells electricity or natural gas.

(q) “**Municipality**” means the municipality set forth in the preamble to this Agreement.

(r) “**Participating Customer**” means a Default Customer of the CCA Program who has not opted out, and a non-Default Customer of any service class who has voluntarily enrolled in the CCA Program.

(s) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

ARTICLE 2. APPOINTMENT OF JOULE AS CCA ADMINISTRATOR

2.1 Municipality hereby appoints Joule, and Joule agrees to serve, as CCA Administrator in connection with the Municipality’s CCA Program for the term of this Agreement as permitted by, and in accordance with, the terms and provision of this Agreement, the CCA Orders and other Applicable Law. Municipality shall not hire another CCA Administrator for the term of the Agreement.

ARTICLE 3. RESPONSIBILITIES OF THE PARTICIPATING MUNICIPALITY

3.1 Municipality agrees to investigate with Joule the benefits and desirability of implementing a CCA Program.

3.2 Municipality has enacted, or will enact, CCA Enabling Legislation.

3.3 Municipality shall, with Joule’s support, promote and advocate for the CCA Program and educate the public, including without limitation:

- (a) Supporting the scheduling and facilitation of public meetings to disseminate educational information; and
- (b) Allowing use of municipal logo or seal and letterhead for CCA Program promotion; and
- (c) Supporting the promotion of the CCA Program through use of municipal website, social media, municipal newsletter and other municipal communication tools and press outlets.

3.4 Municipality shall, in collaboration with Joule, support CCA Program implementation, including without limitation:

- (a) Participating in the solicitation, review, selection and award of a Compliant Bid to one or

more Energy Supplier(s); and

- (b) If requested by Joule, approving a municipal resolution in advance of any solicitation approving the terms and conditions of an Energy Contract relating to such solicitation, subject to the approval of such Energy Contract by the Municipality and its legal counsel; and
- (c) Executing one or more approved Energy Contract(s) with one or more Energy Supplier(s); and
- (d) Reviewing and approving of opt-out letter; and
- (e) Directing CCA Program questions to Joule.

3.5 Municipality shall comply with all Applicable Laws.

3.6 Nothing in this Agreement shall obligate Municipality to enter into any Energy Contract.

ARTICLE 4. RESPONSIBILITIES OF JOULE

4.1 As CCA Administrator, Joule shall be responsible for CCA Program organization, administration, procurement, communications, and implementation described in the CCA Orders, and as described herein.

4.2 Joule shall perform outreach and education activities on behalf of the Municipality for the CCA Program, including without limitation:

- (a) Provide Municipality with information concerning the benefits and desirability of implementing a CCA Program at public meetings, work sessions, phone calls and otherwise; and
- (b) Provide public outreach and education for the CCA Program for a minimum of the duration and breadth required by the PSC.

4.3 Joule shall implement the CCA Program on behalf of the Municipality, including without limitation;

- (a) Prepare, or have prepared, a CCA Program implementation plan and a data protection plan in accordance with the CCA Orders; and
- (b) Provide to the PSC, requested information and documentation of the actions undertaken by the Municipality in connection with the CCA Program and receive required regulatory approvals from the PSC; and
- (c) Manage the procurement process, including without limitation, preparing bid specifications, procuring competitive bids, reviewing responses and negotiating Energy Contract(s) with selected Energy Supplier(s) that are most advantageous to the CCA Program and Municipality; and
- (d) Secure the release of data from the Distribution Utility and manage data in compliance with all national, state and local laws, regulations and other government standards including a data security agreement executed with the Distribution Utility; and

- (e) Prepare opt-out letter and manage printing and mailing of letter to eligible customers; and
- (f) Manage the opt-out process including staffing of a call center to respond to questions or requests to opt-out; and
- (g) Conduct public outreach and education, on at least an annual basis, for the purpose of maintaining public support and awareness for the CCA Program; and
- (h) Provide reports to Municipality and PSC as required by the CCA Orders; and
- (i) Support communications between the Distribution Utility, Energy Supplier(s) and DPS, as required to enable a successful CCA Program.

4.4 Joule shall comply with all Applicable Laws.

ARTICLE 5. PROGRAM ADMINISTRATION FEE

5.1 As consideration for providing services as CCA Administrator, Joule shall be paid by the Energy Supplier(s) a fee or commission. Such fee or commission shall either be described in the applicable solicitation or shall be approved in writing by the Parties.

5.2 In no event shall Municipality be required to make a payment to Joule for Joule's CCA Program Administration or other services, or for any expenses in relation to the CCA Program, except as agreed in writing by the Municipality.

ARTICLE 6. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and shall have a term of eighteen (18) months; this Agreement shall auto renew for an additional eighteen (18) months, unless terminated in writing 30 days prior to such termination; provided, however, if one or more Energy Contract(s) is executed by the Municipality during the term (including during any renewal or extended term), the term of this Agreement shall extend until the expiration or termination of any such Energy Contract that is last in effect.

6.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the "**Non-breaching Party**") upon a material breach of the other Party (the "**Breaching Party**") if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving written notice of such breach from the Non-breaching Party.

ARTICLE 7. INSURANCE AND INDEMNIFICATION

7.1 Upon execution of an Energy Contract and for the balance of the term of this Agreement, Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual aggregate for claims arising out of the performance of professional services and caused by negligent acts or omissions, with a deductible not to exceed \$50,000 without prior written approval of Municipality.

7.2 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold

harmless the Municipality and the Municipality's elected officials, officers, and employees, agents, representatives and independent contractors (the "**Municipal Indemnified Parties**"), from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Municipal Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e., a person other than the Municipal Indemnified Parties) arising out of (i) any material breach of this Agreement by Joule (including its obligations, covenants, representations or warranties); or (ii) any material action or omission taken or made by Joule in connection with Joule's performance of this Agreement; which material breach, material action or omission is found in a final judgment by a court of competent jurisdiction or by arbitration to constitute Joule's material breach, negligence or willful misconduct, and excepting from both (i) and (ii) claims resulting from the actions (or omissions where there is a duty to act) of the Municipality or its respective elected officials, officers, employees, agents, representatives or independent contractors.

7.3 In addition to any other remedies available to Joule at law or equity, and notwithstanding any other provision contained herein, Municipality shall indemnify, defend and hold harmless Joule and its officers, and employees, agents, representatives and independent contractors (the "**Joule Indemnified Parties**"), from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Joule Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e., a person other than the Joule Indemnified Parties) arising out of (i) any material breach of this Agreement by Municipality (including its obligations, covenants, representations or warranties); or (ii) any material action or omission taken or made by Municipality in connection with Municipality's performance of this Agreement; which material breach, material action or omission is found in a final judgment by a court of competent jurisdiction or by arbitration to constitute Municipality's material breach, negligence or willful misconduct, and excepting from both (i) and (ii) claims resulting from the actions (or omissions where there is a duty to act) of Joule or its respective officers, employees, agents, representatives or independent contractors.

ARTICLE 8. CONFIDENTIAL INFORMATION.

8.1 During the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 8.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or

use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "Order"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 8.1. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 8.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days' notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

8.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

8.3 Compliance by the Municipality with the New York State Freedom of Information Law ("**NY FOIL**") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL; provided, however, if legally permitted Municipality shall provide notice to Joule of any such compliance prior to disclosure which results in the disclosure of information otherwise prohibited by this Agreement.

8.4 The obligations under this Article 8 shall survive the termination or expiration of this Agreement for two (2) years.

ARTICLE 9. MISCELLANEOUS

9.1 The Parties acknowledge and agree that Joule is an independent contractor and is not an employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

9.2 Neither Party may assign this Agreement without obtaining the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

9.3 All notices concerning breach or termination of this Agreement (each, a "**Breach or Termination Notice**") shall be in writing and addressed to the Parties at the applicable Address for Notices set forth on the signature page of this Agreement (or to such other address that may be designated by a receiving Party from time to time in accordance with this Section). All Breach or Termination Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Breach or Termination Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

9.4 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the Parties.

9.5 Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction.

9.6 If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

9.7 Section headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

9.8 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the municipality and the laws, rules and regulations of the State of New York as of the date and year first above written.

Joule Assets Inc.

City of North Tonawanda

By: _____

By: _____

Name:

Name:

Title:

Title:

Address for Notices:

Address for Notices:

Name:

Name:

Address:

Address:

Email:

Email:

Attention:

Attention:

With a copy to:

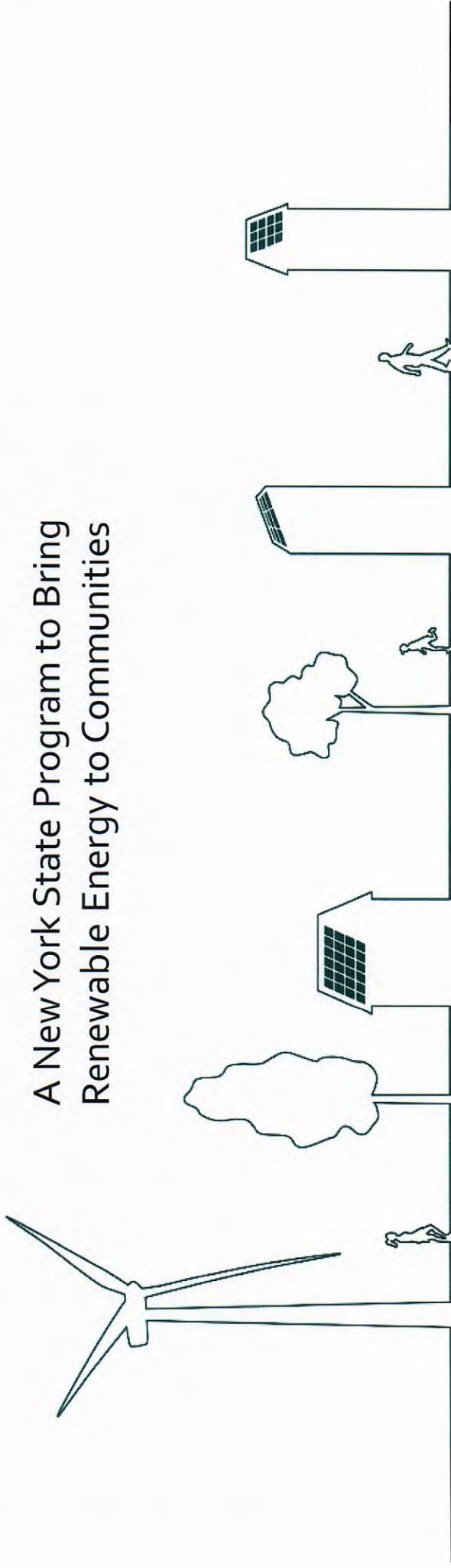
With a copy to:



Tom Harty
t.harty@joulecommunitypower.com
(716) 535-0103 (m)

Community Choice Aggregation Community Power

A New York State Program to Bring
Renewable Energy to Communities



Joule Community Power



Our Vision. 100% clean energy
with cost savings for consumers



Our Mission. Empower
communities to accelerate local
renewable development

Joule represents more than 280,000 NYS households and
small businesses, across 40+ municipalities

What does a CCA Administrator do?

Joule is a CCA Administrator in NYS with regulatory approval to offer Community Choice Solar

Joule is a CCA Administrator with a NYSERDA contract to develop CCA resources and Programs

As Administrator, Joule is responsible for:

- Program design and implementation
- Competitive bid and contract drafting, review and management
- **Outreach and education**

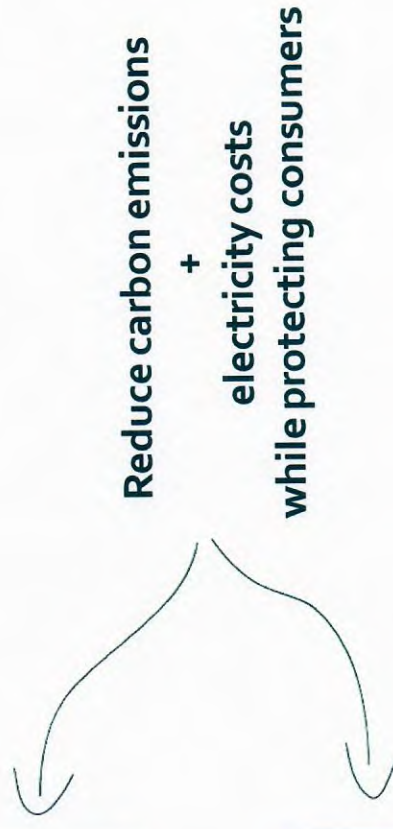
Joule Community Power

Renewable Electricity Supply

- New default for residents
- Low fixed rate
- Free opt out anytime

Community Choice Solar

- Guaranteed savings off monthly electricity bill
- LMI customers given priority
- Support local community solar farms
- Earn \$ for local sustainability projects



Active Joule NY Programs



Hudson Valley Community Power

Finger Lakes Community Choice



Monroe Community Power





Local Control of Energy Decisions

Community Choice Aggregation (CCA)

A **policy** enabling **municipalities** to determine default energy offerings, including renewable electricity and community solar, on behalf of its residents and small businesses

Local Control of Energy Decisions

Municipal authority (local law):

Home Rule authority to determine default energy offerings

Regulatory authority granted by Public Service Commission

Default offering:

Eligible residents enrolled unless they opt out

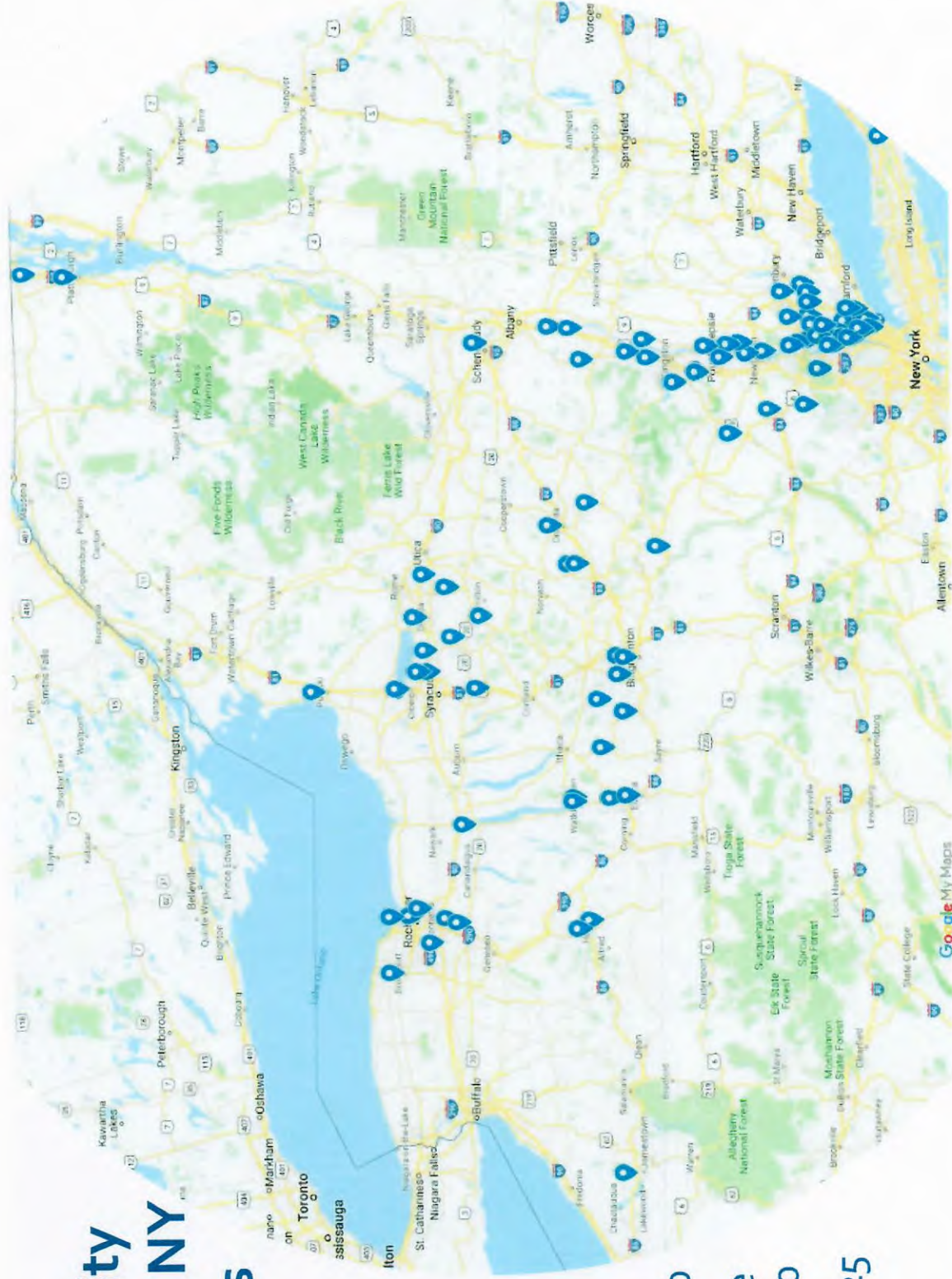
Replaces existing default (utility variable supply)

Consumer choice

Offerings selected through competitive bid



150+ Community Choice Enabled NY Communities



NYS 2019 Climate Law

- 70% renewable electricity by 2030
- 100% carbon-free electricity by 2040
- 6 GW solar by 2025

Renewable Electricity Supply

Community Empowerment

Enabled through non-binding legislation

Climate Action

Shift community away from fossil fuel

Market Power

Leverage collective demand to dictate terms

Consumer Protection

Municipality not bound if terms are not met; free opt-out any time

Turnkey Management

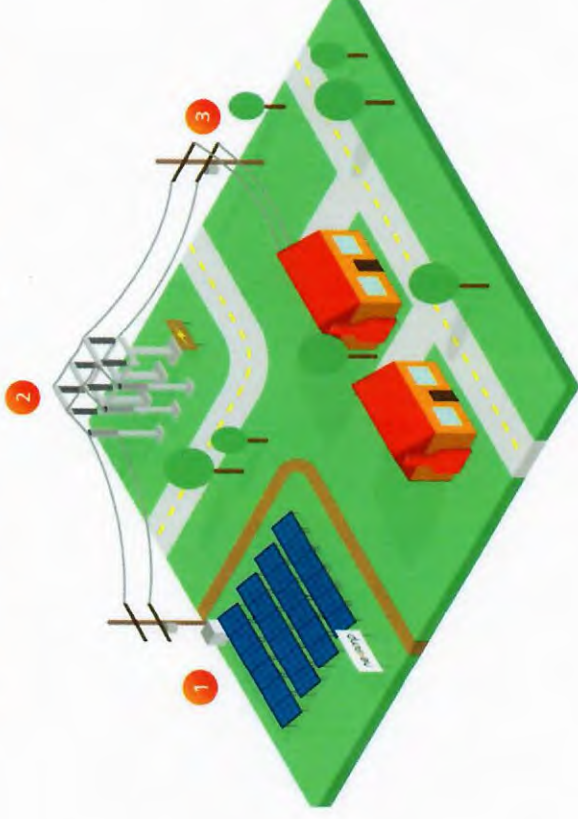
Expert program administration at no cost to municipality

Benefits Stay Local

System resilience, economic development, green jobs



Community Solar



1. Subscribe to a share of a solar farm (each farm serves up to ~1000 homes)

2. The farm feeds clean power into the grid

3. Subscribers earn credits on their utility bill, reducing monthly electricity costs

Community Choice Solar

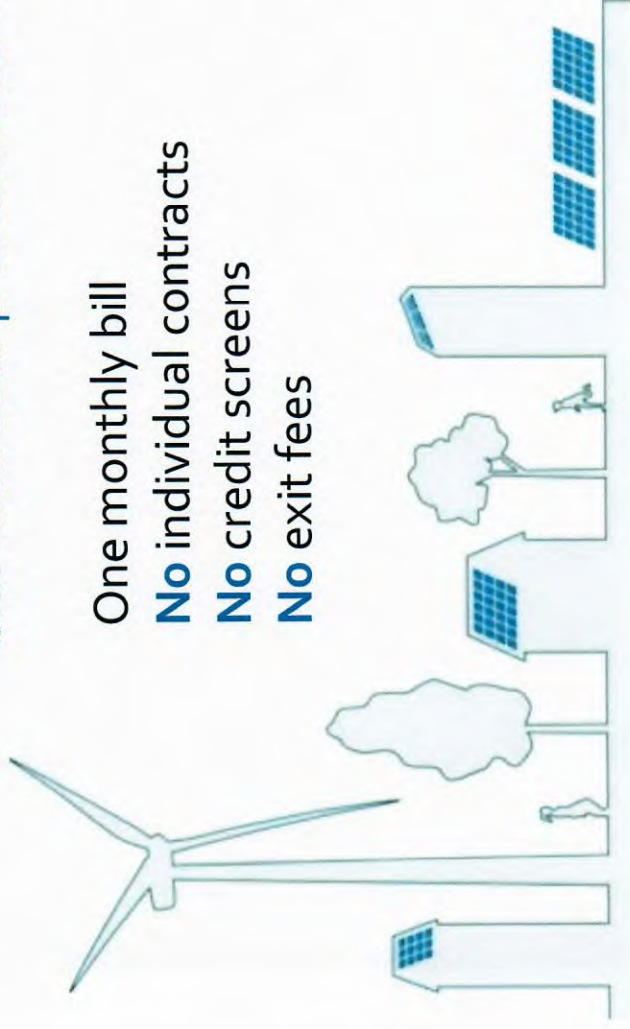
Empowers homeowners, renters, and small businesses to access the benefits of solar without installing solar panels. By pooling local buying power, municipalities solicit competitive bids from solar providers and negotiate favorable terms.

One monthly bill

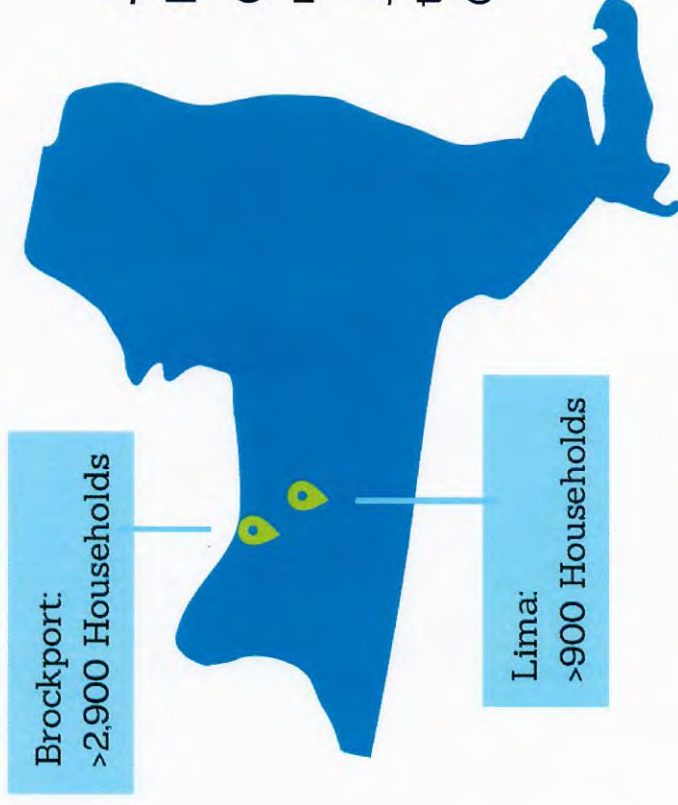
No individual contracts

No credit screens

No exit fees



Community Choice Solar



Joule launched the first **Community Choice Solar** program in the United States in Western NY this year.

Offers **guaranteed savings** community solar to **all** eligible residents, regardless of income or credit

Joule has regulatory approval in three NYS utility territories; **20+ municipalities** have authorized Community Choice Solar

Implementation Timeline

Step	Task	Municipal Approval	Timeline
1	Adopt enabling local law	Adopt law	Start
2	Select CCA Administrator	Execute CCA Administrator Agreement	1 month
3	Public outreach period		2 months
4	Regulatory approval & data request		1 months
5	Bid for default energy offerings	Approve terms	2 months
6	Bid award, contract execution & program kickoff	Award provider(s) & execute contract(s)	1/2 month
7	Opt-out period		1 month
8	Process opt-outs & enrollments		1/2 month
9	Program launch		Total: 8 months

Next Steps

1. Approve CCA Local Law

Does not commit the municipality to CCA -- authorizes Municipality to determine default energy offerings

2. Select Joule as Program Administrator

Does not commit the municipality to CCA -- authorizes Administrator to collect data and present contract options

Municipality does not pay Joule for services





Tom Harty
CCA Advocate,
Joule Community Power

t.harty@joulecommunitypower.com
(716) 535-0103 (m)
JouleCommunityPower.com

QUESTIONS



VII

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

APR 19 2022

April 12, 2022

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 April 19th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.


Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2022 APR 13 AM 8:15
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE



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

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

APR 19 2022

April 12, 2022

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

Dear Honorable Body :

Would you please reappoint Michelle A. Day, 290 DiMatteo Drive, North Tonawanda, NY 14120 as Commissioner of Deeds for the City of North Tonawanda beginning May 4, 2022, and ending May 3, 2024.

Respectfully,



Keith T. Glass
Chief of Police

RECEIVED
CITY CLERK'S OFFICE
2022 APR 12 PM 1:28
NORTH TONAWANDA NY



DEPARTMENT OF POLICE

CITY OF NORTH TONAWANDA
216 Payne Avenue
North Tonawanda, NY 14120-5491

APR 19 2022

X.2
TELEPHONE:
(716) 692-4111
FACSIMILE:
(716) 692-4321

April 12, 2022

Mayor Austin Tylec
And the North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, NY 14120

Dear Honorable Body,

I intend on hiring Joseph Casale III to fill a vacant police officer position. Joseph will be a lateral transfer from the Niagara County Sheriff's and has been approved for transfer by the Niagara County Civil Service Department and authorized by Mayor Tylec.

The effective date of his transfer will be April 29, 2022

Respectfully,

A handwritten signature in green ink that reads "K. Glass".

Keith Glass
Chief of Police
North Tonawanda Police Department

RECEIVED
CITY CLERK'S OFFICE

2022 APR 12 PM2:09
NORTH TONAWANDA NY



DEPARTMENT OF POLICE

CITY OF NORTH TONAWANDA
216 Payne Avenue
North Tonawanda, NY 14120-5491

X.3

TELEPHONE:
(716) 692-4111
FACSIMILE:
(716) 692-4321

April 11, 2022

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

Dear Honorable Body,

I am requesting the Council approve an increase in fines for violations listed on The North Tonawanda Police Department parking summons (NT61.) Fines listed on our parking tags have not increased since 2016. To account for inflation and to stay closer in line to the fine amounts assessed by surrounding departments, I propose the following:

- Violations with a \$20 fine increase to \$25. (12 of the 16 violations)
- Violations with a \$25 fine increase to \$35. (1 violation)
- Violations with a \$50 fine increase to \$60. (3 of the 16 violations)

Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in blue ink that reads "K. Glass".

Keith Glass
Chief of Police
North Tonawanda Police Department

2022 APR 11 PM 12:51
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

XXV.1
APR 19 2022

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	15	140.00
		Sub-Total:		\$140.00
A1603	Misc. Fees	Birth Certificates	49	490.00
		Death Certificates	108	1,080.00
		Deaths Recorded	14	0.00
		Geneology Birth	2	22.00
		Geneology Death	2	22.00
		Sub-Total:		\$1,614.00
A1980	Minor Sales	City Market	70	27,600.00
		Sub-Total:		\$27,600.00
A2110	Planning & Zoning Fees	Planning - Rezoning	1	100.00
		Sub-Total:		\$100.00
A2501	Minor Sales	Solicitors Permit - Yearly	2	50.00
	Permit Fees	Chicken Permits	1	25.00
		Food Truck	1	100.00
		Sub-Total:		\$175.00
A2505	Marriage License Fee	Marriage License Fee	10	175.00
		Sub-Total:		\$175.00
A2506	Conservation	Conservation	7	7.91
		Sub-Total:		\$7.91
A2540	Racing & Wagering Fees	Bingo Proceeds	2	120.92
		Sub-Total:		\$120.92
A2542	Dog Licensing	Female, Spayed	105	945.00
		Female, Unspayed	2	34.00
		Male, Neutered	78	702.00
		Male, Unneutered	8	136.00
		Replacement Tags	3	9.00
		Sub-Total:		\$1,826.00
A2610	Minor Sales	Parking Tickets	45	8,640.00
		Sub-Total:		\$8,640.00

RECEIVED
CITY CLERK'S OFFICE

2022 APR 1 PM 12:55
NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$40,398.83
Amount paid to:	New York State Department of Health			225.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			213.00
Amount paid to:	NYS Environmental Conservation			187.09
Total State, County & Local Revenues:		\$41,023.92	Total Non-Local Revenues:	\$625.09

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.

Donna L. Braun 4/1/22
City Clerk-Treasurer Date

City of North Tonawanda

XXV 1

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

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

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

APR 19 2022

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

4/3/2022

Honorable Mayor & Common Council
216 Payne Avenue
North Tonawanda, NY 14120

RECEIVED
CITY CLERK'S OFFICE

2022 APR 3 PM 1:38
NORTH TONAWANDA NY

Dear Sirs:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of March 2022.

General Fund

Balance Fwd - Checking	2,088,142.90
Balance Fwd - Money Market	6,226.02
Investments	0.00
Receipts for the month	2,141,579.45
Warrants Drawn	(3,797,741.34)
	<hr/>
	\$438,207.03

Sewer Fund

Balance Fwd - Checking	366,468.11
Balance Fwd - Money Market	8,858.87
Investments	0.00
Receipts for the month	653,607.56
Warrants Drawn	(647,567.98)
	<hr/>
	\$381,366.56

Water Fund

Balance Fwd - Checking	1,379,984.27
Balance Fwd - Money Market	1,239,086.75
Investments	0.00
Receipts for the month	411,946.21
Warrants Drawn	(866,639.05)
	<hr/>
	\$2,164,378.18

Trust & Agency Fund

Balance Fwd - Checking	252,362.05
Receipts for the month	40,214.78
Warrants Drawn	(16,619.71)
	<hr/>
	\$275,957.12

Capital Construction Fund

Balance Fwd - Checking	1,175,206.89
Balance Fwd - Money Market	11,673.81
Receipts for the month	441,668.11
Warrants Drawn	(88,870.15)
	<hr/>
	\$1,539,678.66

Community Development Fund

Balance Fwd - Checking	1,143,515.87
Receipts for the month	40,837.10
Warrants Drawn	(40,837.10)
	<hr/>
	\$1,143,515.87

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	287,065.00
Warrants Drawn	(287,065.00)
	<hr/>
	\$0.00

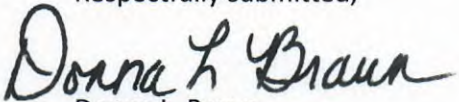
Housing Rehabilitation Fund

Balance Fwd	13,302.22
Receipts for the month	0.01
Warrants Drawn	-11,826.00
	<hr/>
	\$1,476.23

Home Rehabilitation Fund

Balance Fwd	40,683.56
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$40,683.56

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer



Department of Police

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

XXV. 2

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

APR 19 2022

April 5, 2022

Honorable Mayor Austin J. Tylec and
Members of the City of North Tonawanda Common Council

Dear Sirs:

Please find attached the Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&R Report for the month of February 2022. Please note: the February JAB cases cleared information is not included at this time. Once the data is received, the reports will be updated accordingly.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "K. Glass".

Keith T. Glass
Chief of Police

RECEIVED
CITY CLERK'S OFFICE

cc: Robert Pecoraro
cc: Joe Loncar
cc: Robert Schmigel
cc: Frank DiBernardo
cc: Joseph Lavey Jr.

2022 APR 5 4:27
NORTH TONAWANDA NY

KTG/sd

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF FEBRUARY 2022
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CRIMINAL

Complaints received and investigated	83
Complaints cleared by arrest or exceptional clearance	56
Complaints ruled unfounded	0
Number of males arrested	0
under 18:	17
over 18:	17
Number of females arrested	0
under 18:	11
over 18:	11
Arrests for other authorities	1
Failure to Appear/Violation of Probation Warrant Arrests	28
Above complaints cleared by J.A.B.	0
Complaints cleared by J.A.B. from previous months	0

TRAFFIC

Traffic summonses issued	401
DWI arrests	9
Parking tags issued	460

MISCELLANEOUS

Miscellaneous service	1,985
Incident reports	72
Vehicle accidents	55
Vehicle accidents (fatal)	0
Vehicle stops	429
Police escorts	3
Prisoner meals	75
Mug shots taken	28
Fingerprints taken	28
Persons missing and located	1
Automobiles stolen	1
Automobiles recovered	1
Automobiles recovered for other authorities	0
Record check fees	\$105.00
Photocopy fees	\$4.25
Fingerprint fees	\$0.00
Fines collected	\$38,702.00
Value of property damaged	\$3,850.00
Value of property stolen	\$32,825.35
Value of property recovered	\$8,226.88

Respectfully submitted,



Keith T. Glass
Chief of Police

KTG/sd

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF FEBRUARY 2022
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CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	3	3	
ALL OTHER OFFENSES	3	1	
ARSON	0	0	
BURGLARY	5	1	
COERCION	0	0	
CRIMINAL MISCHIEF	6	1	
CRIM POSS WEAPON	0	0	
DIS CON/HARASS	10	4	
DRUG OFFENSES	3	0	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	28	28	
FORGERY	0	0	
FRAUD (ID THEFT)	5	1	
LARCENY	12	4	
LEAVING THE SCENE	2	1	
MURDER	0	0	
RAPE	0	0	
ROBBERY	0	0	
SEXUAL OFFENSES	1	0	
SIMPLE ASSAULT	4	4	
STOLEN PROPERTY	0	0	
UNAUTH USE M/V	1	2	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES			1
ARRESTS/CLEAR COMPS. FM PREV MONTHS			6
TOTALS	83	57	
# OF ABOVE COMPLAINTS CLEARED BY JAB			0
# CLEARED BY JAB FROM PREV MONTHS			0

V & T REPORT FOR THE MONTH OF FEBRUARY 2022

TRAFFIC INFRACTIONS:

SPEEDING	143
REDLIGHT VIOLATION	25
STOP SIGN VIOLATION	27
NO REGISTRATION	21
NO LICENSE	14
FAULTY EQUIPMENT	28
NO INSPECTION	42
FAILED TO YIELD RIGHT OF WAY	6
SEAT BELT VIOLATION	3
NO INSURANCE	6
LICENSE PLATE VIOLATION	2
IMPROPER TURN	4
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	0
FAILED TO KEEP RIGHT	0
LEAVING SCENE OF INCIDENT	1
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	3
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	0
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	6
UNSAFE BACKING	1
MISCELLANEOUS	25
TOTAL	357

TRAFFIC MISDEMEANORS:

DWI	13
OPERATING VEHICLE REGIS. SUSPENDED/REVOKED	0
AGGRAVATED UNLICENSED OPER 3RD	22
AGGRAVATED UNLICENSED OPER 2ND	8
RECKLESS DRIVING	0
LEAVING SCENE INJURY ACCIDENT	0
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	0
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	0
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	0
TOTAL	43

TRAFFIC FELONIES:

AGGRAVATED UNLICENSED OPERATION 1ST	0
AGGRAVATED DWI/CHILD IN VEHICLE	0
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	1
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	0
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	0
TOTAL	1

FINES:

(CITY IMPOSED)

TRAFFIC	\$27,942.00
PENAL LAW	\$0.00
CITY ORDINANCE	\$0.00
BAIL FORFEITURE	\$0.00
PARKING TAGS	\$10,760.00
TOTAL	\$38,702.00

MUG SHOTS:

28 PARKING TAGS:

460 MEAL TICKETS:

75

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

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

www.ntparksrec.com



March, 31 2022

The Honorable Mayor Austin Tylec
And Common Council
216 Payne Avenue
North Tonawanda, New York 14120

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of March 2022. The Senior Center has returned to normal business hours and programming.

Senior Center's Total Monthly Services 2,319

Unduplicated 778

Duplicated 1,541

Please note: We also sponsor a "Little Free Food Pantry" and a "Little Library" both of these are available to the public 24/7 and is not included in this monthly count.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

2022 APR 1 AM 11:49
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

CFO. A

APR 19 2022



NIAGARA COUNTY YOUTH BUREAU
Niagara County Human Resources Building
301-10th Street
Niagara Falls, New York 14303

Voice (716) 278-6872
Fax (716) 278-6875

04/07/2021

Dear North Tonawanda City Council,

In 2022, we intend to host the 24th Annual Kidz 'N' Kites on Saturday, September 17th, 2022 from 11:00am – 2:00pm. Our intention is to host at the gorgeous Gratwick Riverside Park in North Tonawanda and are hopeful the council can waive the permit fees for the event.

This program brings together youth and their families, providing the first 500 children in attendance with a FREE kite, FREE T-shirt and FREE hot dog lunch, along with a chance at tons of small and large prizes.

In order to continue to offer this event as FREE, each year we look to the local organizations and business community for sponsorships and prizes.

The kite flying festival is coordinated by the Niagara County Department of Social Services, Niagara County Youth Bureau and various youth serving organizations across the county.

We are hopeful that North Tonawanda would consider being a partner for this year's event and waive permit fees for the shelters at Gratwick Riverside Park. Please contact (716) 278-6872 or email Benjamin.Bunker@niagaracounty.com for any questions or sponsorship opportunities.

**Thank you for your consideration and we hope you will come
"FLY" with us in celebration of youth and families.**

Sincerely,

Meghan Lutz
Commissioner, Social Services

Benjamin Bunker
Youth Bureau Director

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2022 APR 12 AM 9:33
NORTH TONAWANDA NY

CFO. B.

APR 19 2022



Serving WNY Children in need since 1981

April 10, 2022

North Tonawanda City Council
216 Payne Ave.
North Tonawanda, NY 14120

President
Mandy Lofft

Vice President
Chris Snyder

Secretary
Kara Guyette

Treasurer
Shelley Witt

Board of Directors

Chairman
Deb Goldpenny

Diane Czajkowski

RaeAnne Roggow

Robin Schulmeister

Mike Steffan

Jeanne Wantz

Pete Witt

Dear Members of the North Tonawanda City Council,

The City of North Tonawanda has been instrumental in our fundraising efforts since 1981. We would ask the Council and Recreation Department to waive the usage fees for the following activities:

Pinewoods Park for the softball tournament draw on July 13, 2022

Softball Diamonds for Softball Tournament on July 16 & 17, 2022

(rain date: July 23 & 24, 2022)

Pinewoods Park for the 5K/Chowder Challenge on October 1, 2022

With the continued support of the City of North Tonawanda, Glory be to Kids would hope to achieve a goal of \$40,000 for B.A.C.A., (Bikers Against Child Abuse). B.A.C.A. is an organization that offer support and programs to children that have experienced child abuse.

Glory be to Kids appreciate, the Councils consideration to help us reach our goal.

Sincerely,

Debra Goldpenny

Debra Goldpenny
Board Member
Glory be to Kids

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2022 APR 13 AM 8:45
NORTH TONAWANDA NY

Glory be to Kids, Inc.
P.O. Box 1022 • North Tonawanda, NY 14120 • (716) 883-2269

Visit us at: www.glorybetokids.com
A 501 (C) 3 Corporation

CFO, C

APR 19 2022

UNITED VETERANS' COUNCIL OF THE TONAWANDAS

DATE April 9, 2022

North Tonawanda Common Council,

On Sunday May 29, 2022, the United Veterans' Council would like to hold our Memorial Day service on the Renaissance Bridge. The service will start at 12 noon and will over by 1230. We are requesting that traffic to the bridge be closed at 1130 and reopen at 1245.

We would like Mayor Tylec to introduce city officials in attendance and give a short speech.

The Veterans' Council after much discussion has decided to cancel the parade for lack of marching units and poor attendance along the parade route.

In Service to America

Paul Pietrowski

President

United Veterans' Council

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2022 APR 11 AM 8:45
NORTH TONAWANDA NY