

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**

MOVED by Alderman Lavey

SECONDED by Alderman Loncar

That the Common Council at a regular session meeting, held at City Hall, 216 Payne Avenue, North Tonawanda, New York at 6:30 PM on May 17, 2022 the following Local Law No.1 of 2022 entitled “Community Choice Aggregation Program” was passed and reads 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 Finding; 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 the 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 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 and 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.

Subject to further review by the City Attorney.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar

(4)

Nays: None

(0)

CARRIED.

IV.1 Engineer

May 12, 2022

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

Re: 2021 Draft Annual Stormwater Report

Honorable Body:

The City of North Tonawanda, in partnership with Western New York Stormwater Coalition, would like to invite the public to review and comment on its draft 2021 Annual Stormwater Report in an effort to increase public awareness and encourage involvement with stormwater pollution prevention.

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

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

Very truly yours,
Chelsea L. Spahr, P.E.
City Engineer

MOVED by Alderman Schmigel **SECONDED** by Alderman Loncar
That the Common Council hereby receives and files the 2021 Draft Annual Stormwater Report from the City Engineer.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar (4)

Nays: None (0)

CARRIED.

IV.2 Engineer

May 12, 2022

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

Re: North Tonawanda Stormwater Program Assistance Agreement

Honorable Body:

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

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

Accordingly, I respectfully request the Common Council approve the enclosed 2022 North Tonawanda Stormwater Program Assistance Agreement with JM Davidson Engineering, D.P.C., 935 Sheridan Drive, Suite 120, Tonawanda, NY 14150 in an amount not to exceed \$8,250; authorizing the Mayor to sign said agreement subject to the review by the City Attorney.

Very truly yours,
Chelsea L. Spahr, P.E.
City Engineer

MOVED by Alderman DiBernardo **SECONDED** by Alderman Schmigel
That the Common Council hereby approves the enclosed 2022 North Tonawanda Stormwater Program Assistance Agreement with JM Davidson Engineering, D.P.C., 935 Sheridan Drive, Suite 120, Tonawanda, NY 14150 in an amount not to exceed \$8,250; and directs the Mayor to sign said agreement, subject to further review by the City Attorney.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar (4)

Nays: None (0)

CARRIED.

Sincerely,
 Jason W. Koepsell
 Supt. Water/Wastewater

MOVED by Alderman DiBernardo **SECONDED** by Alderman Loncar
 That the Common Council hereby grants permission for the Supt. of Water/Wastewater to reject all bids received March 2, 2022 for the Wastewater Treatment Plant Ferric Chloride and Water Treatment Plant Hydrofluosilicic Acid.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar (4)

Nays: None (0)

CARRIED.

V.3 Supt. Water/Wastewater

May 9, 2022

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

Re: Award of Bid for Chlorine Supply at the Water and Wastewater Treatment Plants

Honorable Body:

On March 2, 2022 bids were received and opened for Chlorine Supply services at the Water and Wastewater Treatment Plants.

Based upon the one bid that was received, I recommend that JCI Jones Chemical Inc., 100 Sunny Sol Blvd., Caledonia, NY be awarded the one (1) year contract at their bid price of \$2,200 / ton cylinder. This award is contingent on approval from the City Attorney.

Please contact me if you have any questions or concerns regarding this Bid Award. Thank you for your time and consideration of my request.

Very truly yours,
 Jason W. Koepsell
 Supt. Water/Wastewater

MOVED by Alderman DiBernardo **SECONDED** by Alderman Lavey
 That the Common Council hereby awards the bid for Chlorine Supply at the Water and Wastewater Treatment Plants to JCI Jones Chemical Inc., 100 Sunny Sol Blvd., Caledonia, NY for a one (1) year contract at their bid price of \$2,200 / ton cylinder, subject to review by the City Attorney.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar (4)

Nays: None (0)

CARRIED.

V.4 Supt. Water/Wastewater

May 9, 2022

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

Re: Award of Bid for Waste Hauling and Disposal at the Wastewater Treatment Plant

Honorable Body:

On May 5, 2022 bids were received and opened for Sludge Waste Hauling and Disposal services at the Wastewater Treatment Plant.

Based upon the one bid that was received, I recommend that Modern Disposal Services, Inc., 4746 Model City Road, P.O. Box 209, Model City, NY 14107-0209 be awarded the three (3) year contract at their low bid price of \$90.00 / ton. The award of this contract is contingent upon the city Attorney's approval.

Please contact me if you have any questions or concerns regarding this Bid Award. Thank you for your time and consideration of my request.

Very truly yours,
Jason W. Koepsell
Supt. Water/Wastewater

MOVED by Alderman DiBernardo SECONDED by Alderman Lavey
That the Common Council hereby awards the bid for Waste Hauling and Disposal at the Wastewater Treatment Plant to Modern Disposal Services, Inc., 4746 Model City Road, P.O. Box 209, Model City, NY 14107-0209 for a three (3) year contract at their low bid price of \$90.00 / ton, subject to review by the City Attorney.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar (4)

Nays: None (0)

CARRIED.

VII. Accountant

May 12, 2022

Honorable Austin J. Tylec, Mayor
and Common Council
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 May 17th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm regards,
Jeffrey R. Zellner
City Accountant

MOVED by Alderman Schmigel SECONDED by Alderman Lavey
That the Common Council hereby authorizes for payment the current Abstract of Claims for Common Council Audit dated May 17, 2022, and further authorizes the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant:

01	General Fund	\$221,888.74
02	Water Fund	24,439.93
04	Sewer Fund	53,065.92
06	Capital Project Fund	77,480.24
07	Trust & Agency Fund	<u>425.64</u>
00	Final Total	<u>\$377,300.47</u>

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar
 Nays: None
 CARRIED.

(4)
 (0)

XVII. Traffic Safety

April 25, 2022

Donna Braun
 City Clerk-Treasurer
 216 Payne Avenue
 North Tonawanda, NY 14120

Traffic Safety Minutes:

The April 2022 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. Meisenburg, M. Lemke, A. DiBernardo, M. Anastasi, D. Grinnell. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

- 1) Traffic Safety Committee member Frank and Meisenburg spoke to the owner of Matt's Music, Kathy Carr, regarding the signs in front of her business. Carr is still looking into what she would like to do and will reach out to Meisenburg when she comes to a decision.
- 2) Stephen Endres recommended "No Parking" signs on the west side of Bowen Court East along the curve and to Selkirk Drive. Endres states that vehicles park on both sides of the street which causes a traffic issue especially during the morning and afternoon when the high school lets out. The committee monitored this and agreed with these signs on this side as the other side of the street has more room for vehicles to park. The committee is requesting "No Parking" signs on the west side of the street.
- 3) Bonnie Boskat of Sherwood Drive reported that there are large, oversized trucks and speeding on her street. Boskat states the trucks are MacTools, Vacall, and pickups with open and closed trailers. The traffic officer sat in her driveway to monitor both. The trucks that are coming down the street are all legal. The average speed was 32 mph. We will place the speed sign up on Sherwood Drive and continue to monitor.
- 4) The Common Council approved the removal of the stop light on Christiana Street and have it replaced with 2 stop signs on each side of Christiana Street. After several weeks of monitoring the Traffic Committee felt that it was best to make this a 4 way stop with stop signs. This was due to not having a clear view from northbound traffic on Payne Avenue. This was completed. This left 4 stop signs and a traffic light within four tenths of a mile on Payne Avenue making it difficult to drive down Payne Avenue in a "reasonable" amount of time.

The committee wanted to continue to gather data on this stretch of Payne Avenue and requested from Mayor Tylec to temporarily take down the stop signs at Payne Avenue and Goundry Street. This request was placed to monitor the traffic flow at this intersection and see if there were any safety issues. Member Frank also reached out to the Common Council to advise them of our intentions. The request was granted from Mayor Tylec.

The stop signs were taken down on Payne Avenue at Goundry Street. The Traffic Safety Committee placed a speed sign on Payne Avenue to check the speeds of the vehicles. So far, the average speed in the afternoon/evening is 22 mph. The average speed in the morning is 19 mph. Member Frank spoke with neighbors in the area, and the committee agreed to place some warning signs stating that there are no more stop signs on Payne Avenue.

These will be put up by Member Meisenburg to help the residents get used to the change. This intersection will continue to be monitored and discussed at our next meeting.

- 5) Larry Weatherbee sent in a 25-page report to member Sikora. This report was a foil request from Department of Transportation regarding the speeds on Sweeney Street. Mr. Weatherbee believes there is a speeding problem on Sweeney Street. The data was from June 2019 and shows east and west bound traffic on Sweeney Street.

East bound traffic – 2993 vehicles, there were 9 vehicles going over 45 mph.

West bound traffic – 2975 vehicles, there were 33 vehicles going over 40 mph.

The average speed was 32.4 mph.

Sweeney Street will be monitored by NTPD officers, the traffic officer, and the Aggressive Driving Program. The speed sign will also be placed on Sweeney Street.

Meeting adjourned at 1900 hours.

Travel safely,
Robert J. Frank

MOVED by Alderman Schmigel SECONDED by Alderman DiBernardo
That the Common Council hereby approves Traffic Safety recommendation #2 and receives and files the Traffic Safety minutes from their April meeting.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar (4)

Nays: None (0)

CARRIED.

XXV. Monthly Reports

- .1 Clerk-Treasurer .2 Senior Citizen Center

MOVED by Alderman Lavey SECONDED by Alderman Loncar
That the Common Council hereby receives and files the aforementioned Monthly Reports.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar (4)

Nays: None (0)

CARRIED.

COMMUNICATIONS FROM OTHERS

A.
Mark Swogier

May 10, 2022

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

Re: Polkas in the Park

Dear Honorable Council:

I plan on hosting the 2nd Annual Polkas in the Park on Saturday, September 10, 2022 at 3PM. I reserved the Band Shell at Klimek Veteran’s Park and all costs associated with this

