

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

May 12, 2022

The following meetings have been scheduled for TUESDAY, MAY 17, 2022:

6:15PM Common Council Discussion

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

**The Common Council will go into an Executive Session following the Council meeting
Regarding PBA Contract Negotiations**

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, MAY 17, 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 4/22/2022

- 1) Legal Notice – Sealed Proposals for Waste Hauling and Disposal for the North Tonawanda Wastewater Treatment Plant – City Clerk-Treasurer**

PROOF OF PUBLICATION PUBLISHED 4/23/2022

- 1) Legal Notice – Public Hearing for Local Law #1 for 2022 entitled “Community Choice Aggregation Program” – City Clerk-Treasurer**

PROOF OF PUBLICATION PUBLISHED 4/29/2022

- 1) Legal Notice – Completion of the 2022 Tentative Assessment Roll – City Assessor**

COMMUNICATIONS FROM CITY OFFICIALS

I.1 Mayor - Re: Appointment of Joseph Loncar and Darlene Bolsover to the Citizens Financial Advisory Committee

I.2 Mayor - Re: Approval of Local Law No.1 of 2022 entitled “Community Choice Aggregation Program”

IV.1 Engineer - Re: 2021 Draft Annual Stormwater Report

- IV.2 Engineer** - **Re: Approval of the North Tonawanda Stormwater Program Assistance Agreement**

- V.1 Supt. Water/Wastewater** - **Re: Award of Professional Services Contract for GHD Consulting Services Inc. to provide Engineering Consultation and related services for Phase #1 of the Wastewater Treatment Plant Capital Improvement Plan**

- V.2 Supt. Water/Wastewater** - **Re: Permission to reject bids for the Wastewater Treatment Plant Ferric Chloride and Water Treatment Plant Hydrofluosilicic Acid**

- V.3 Supt. Water/Wastewater** - **Re: Award of Bid for Chlorine Supply at the Water and Wastewater Treatment Plants**

- V.4 Supt. Water/Wastewater** - **Re: Award of Bid for Waste Hauling and Disposal at the Wastewater Treatment Plant**

- VII. Accountant** - **Re: Payment of the Abstract of Claims Dated May 17, 2022**

- XVII. Traffic Safety** - **Re: Various Traffic Safety Recommendations from their April meeting**

XXV. Monthly Reports

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

COMMUNICATIONS FROM OTHERS

A.
Mark Swogier

**Re: Permission to waive the park fee at
Raymond Klimek Veterans Park,
Saturday, September 10th for Polkas in the
Park**

B.
Columbia Hook & Ladder Co.

**Re: Exemption Petition for 35 Years of Service
to Edward J. Suski**

Respectfully submitted,

A handwritten signature in black ink that reads "Donna L. Braun". The signature is written in a cursive style with a long, sweeping tail on the letter "n".

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

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

MAY 17 2022

RECEIVED
CITY CLERK'S OFFICE

2022 MAY 3 AM 9:14
NORTH TONAWANDA NY

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

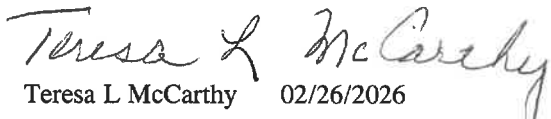
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 298711 was printed and published in said paper on the following dates:

04/22/2022


Principal Clerk

Subscribed and sworn to before me this
4.27.22


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

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

LEGAL NOTICE
CITY OF NORTH TONAWANDA, NEW YORK

**WASTEWATER TREATMENT PLANT
INVITATION FOR BIDS FOR WASTE HAULING
AND DISPOSAL**

Notice is hereby given that sealed proposals for Waste Hauling and Disposal for the North Tonawanda Wastewater Treatment Plant will be received by the City Clerk-Treasurer of the City of North Tonawanda until 11:00 AM prevailing time, Thursday, May 5th, 2022 at which time they will be publicly opened.

The work consists of hauling and disposal of the grit, screenings, sludge cake, scum and other waste material for the Wastewater Treatment Plant, Disposal sites, containers, and hauling equipment to comply with all Federal, State, and local requirements.

Specifications may be obtained at the Office of the City Clerk-Treasurer, 216 Payne Ave., North Tonawanda NY 14120.

Each proposal must be accompanied by a certified check, cash, or bid bond in the amount of ten percent (10%) of the total base bid. The City of North Tonawanda reserves the right to waive any informalities in or to reject any and all bids.

No bid may be withdrawn after the above date and time for receiving bids for a period of sixty (60) days. Bidders must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of New York.

Donna Braun
City Clerk-Treasurer
N#298711

4/22/2022

MAY 17 2022


STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

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

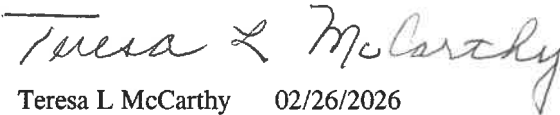
A newspaper published in the County and State aforesaid,
and that the annexed printed legal # 298806
was printed and published in said paper on the following dates:

04/23/2022


Principal Clerk

Subscribed and sworn to before me this

4.27.22


Teresa L McCarthy 02/26/2026

Notary Public

Expiration Date

RECEIVED
CITY CLERK'S OFFICE

2022 MAY 3 AM 9:17
NORTH TONAWANDA NY

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

Please take notice that the Mayor and Common Council of the City of North Tonawanda will hold a public hearing on Tuesday, May 10th, 2022 at 6:00pm in the Common Council Chambers, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120. The purpose of said public hearing will be to accept comments on proposed Local Law No. 1 of the year 2022 entitled "COMMUNITY CHOICE AGGREGATION PROGRAM." A copy of said proposed Local Law No. 1 of the year 2022 is available and may be inspected on the City Hall website www.northtonawanda.org
N#298806 4/23/2022

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

MAY 17 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

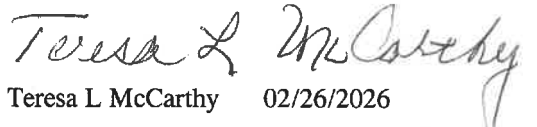
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 298472 was printed and published in said paper on the following dates:

04/29/2022


Principal Clerk

Subscribed and sworn to before me this
5-4-22


Teresa L McCarthy 02/26/2026

Notary Public Expiration Date

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

RECEIVED
CITY CLERK'S OFFICE

RECEIVED
CITY CLERK'S OFFICE

**LEGAL NOTICE
COMPLETION OF
THE CITY OF NORTH TONAWANDA'S
2022 TENTATIVE ASSESSMENT ROLL**

Notice is hereby given that the 2022 Tentative Assessment Roll for the City of North Tonawanda, County of Niagara, State of New York has been completed and verified pursuant to Section 506 & 526 of the Real Property Tax Law. The Assessment Roll will be in the Assessor's Office and the North Tonawanda Public Library, where it is open to the Public for inspection. Assessor's Website: <https://cityofntonawanda.prosgar.com>
Niagara County Real Property Tax Services
Website: www.niagaracounty.com/realproperty/

The Board of Assessment Review will meet on Tuesday May 24, 2022 from 5:30-9:30 P.M. The Board will hear and examine all verified written review forms (Residential, Commercial, and Vacant Land) plus the RP-524 Complaint Application submitted BY 5:30 P.M. in the Common Council Chambers.

Barbara W. Klenke
City Assessor
City of North Tonawanda
N#298472

4/29/2022

CITY OF NORTH TONAWANDA

1-1

Office of the Mayor

MAY 17 2022

AUSTIN J. TYLEC

May 10, 2022

North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, New York 14120

Re: Appointments to Financial Advisory Committee

Dear Honorable Body,

Please be advised William J. Vandewater has resigned from the Citizens Financial Advisory Committee effective immediately.

I am appointing Alderman at Large Joseph Loncar, 223 DiMatteo Drive, North Tonawanda, NY 14120 and Darlene Bolsover, 1337 Sweeney Street, North Tonawanda to the Financial Advisory Committee.

Thank you for your attention to this matter.

Respectfully,



Austin J. Tylec
Mayor

RECEIVED
CITY CLERK'S OFFICE

2022 MAY 10 PM 1:48
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA

Office of the Mayor

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.

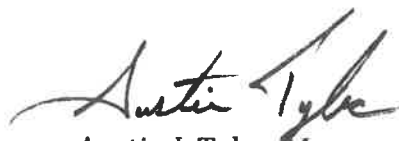
This program would allow residents and businesses to receive their energy from renewable energy sources and can reduce energy costs through a competitive bidding process.

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.

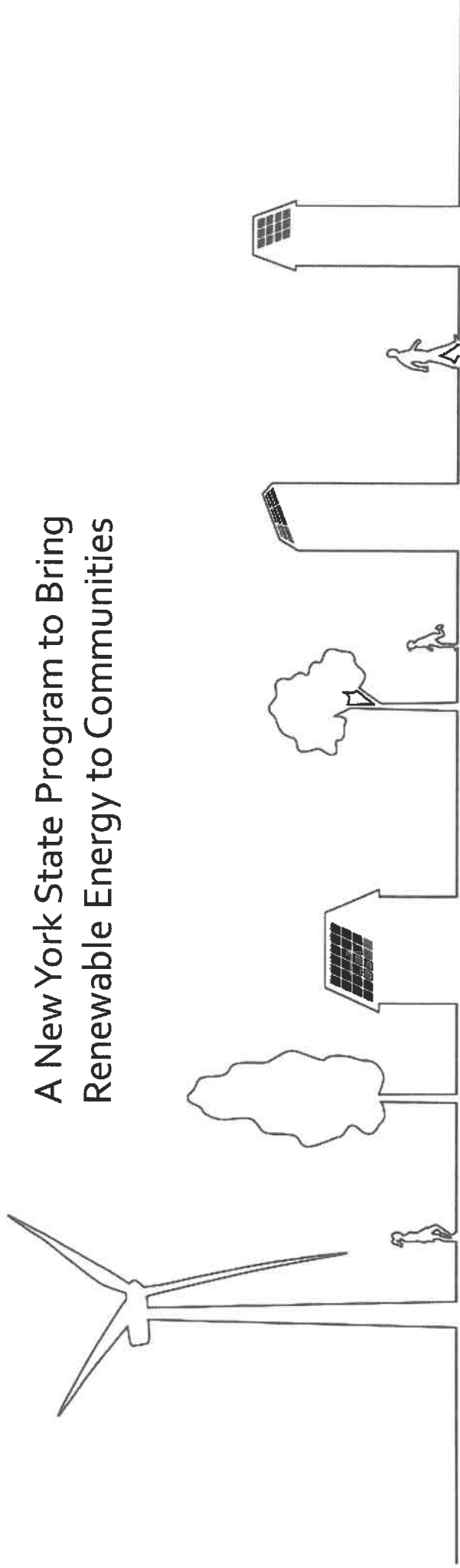


Tom Harty

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

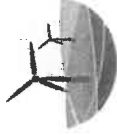
Community Choice Solar

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

Reduce carbon emissions
+
electricity costs
while protecting consumers



Active Joule NY Programs



ROCKLAND
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

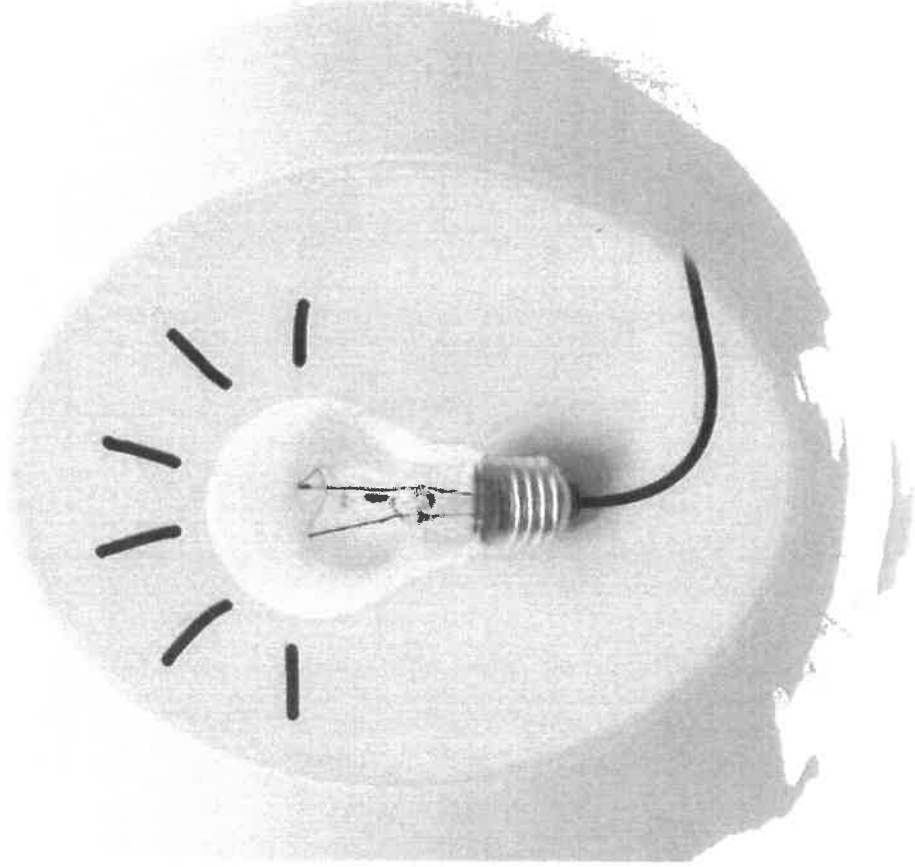
Municipality not bound if terms are not met; free opt-out any time

Turnkey Management

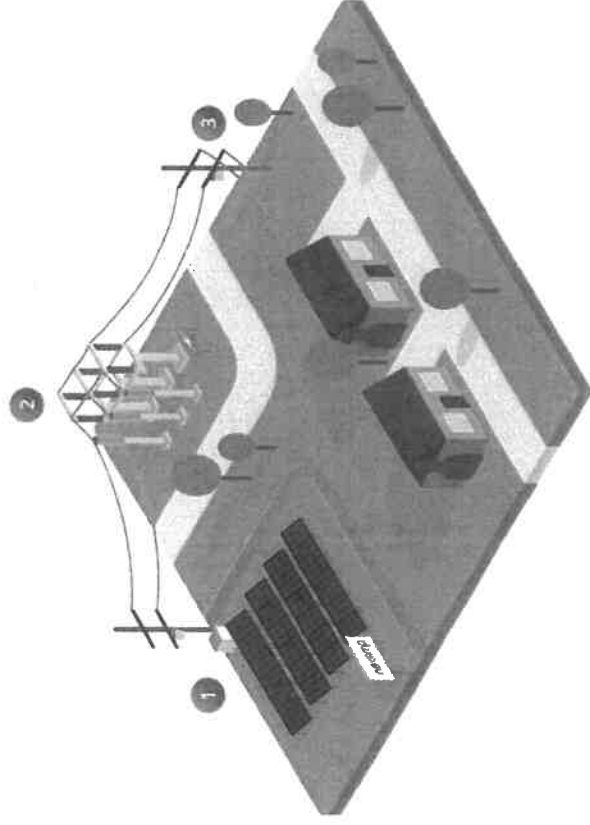
Expert program administration at no cost to municipality

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

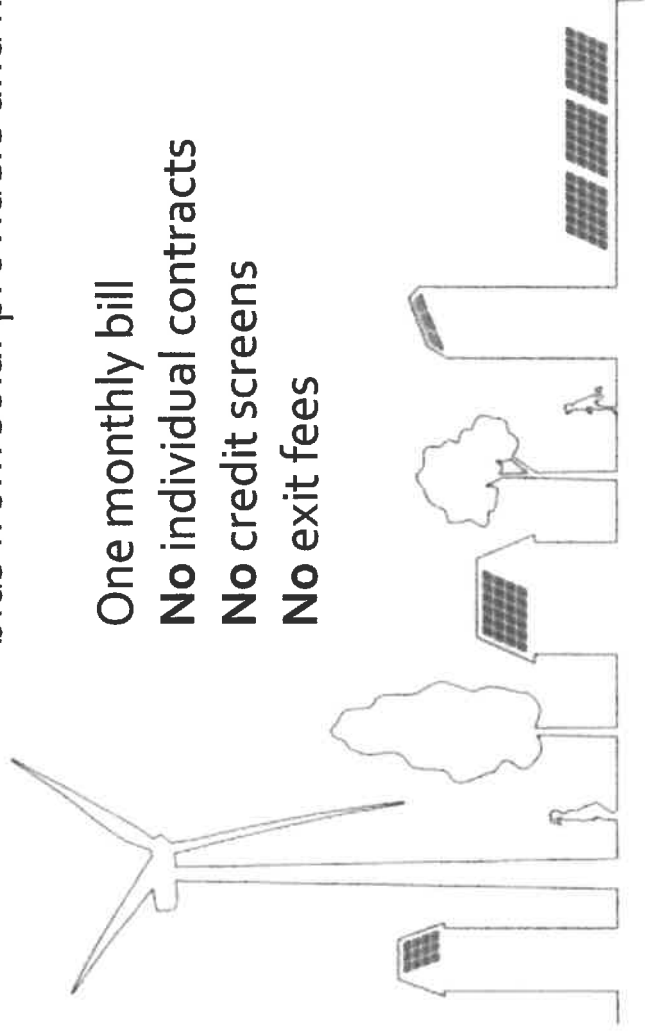
Empowers homeowners, renters, and small businesses to access the benefits of solar without installing solar panels. By pooling local buying power, municipalities solicit competitive bids from solar providers and negotiate favorable terms.

One monthly bill

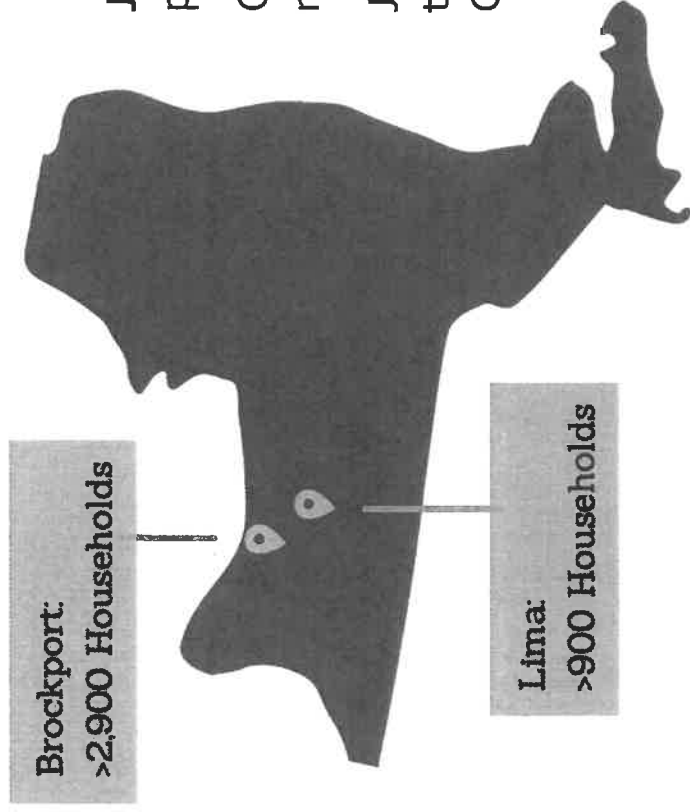
No individual contracts

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)	½ month
7	Opt-out period		1 month
8	Process opt-outs & enrollments		½ month
9	Program launch		Total: 8 months

Next Steps

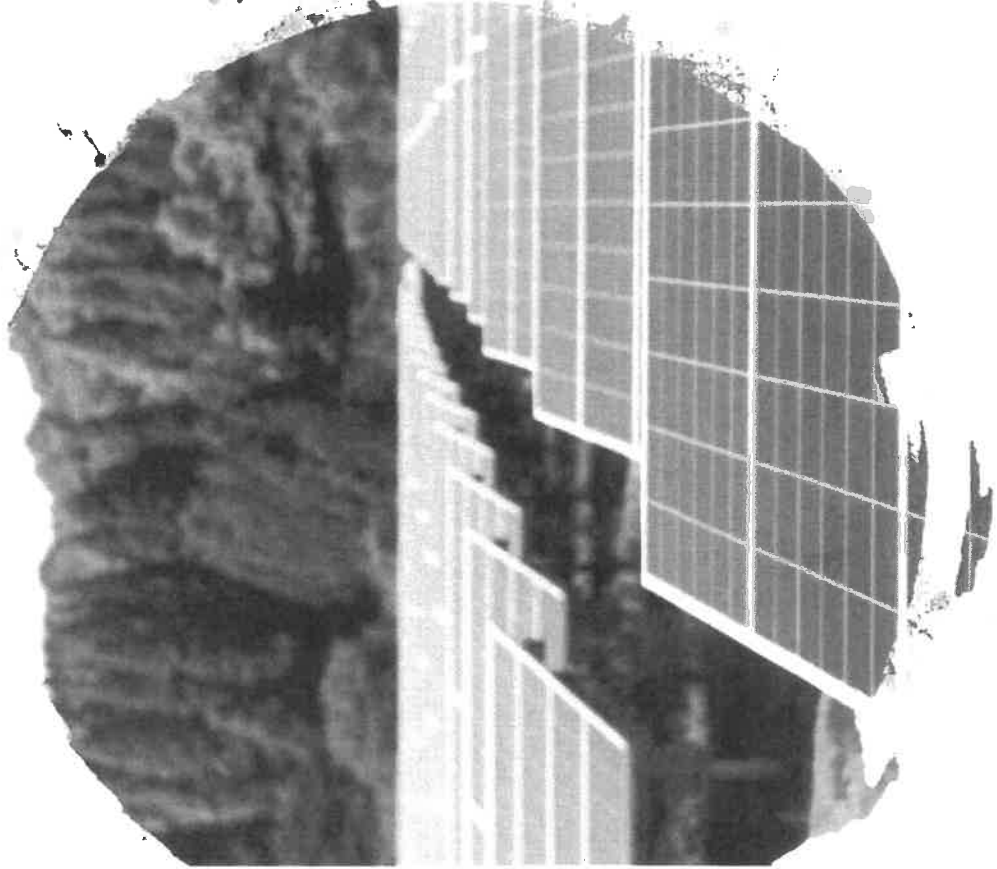
1. Approve CCA Local Law

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



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:



**City of North Tonawanda
Department of Engineering**

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

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

IV: /

MAY 17 2022

May 12, 2022

Honorable Austin J. Tylec, Mayor
and Common Council Members
City Hall
North Tonawanda, New York 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 at 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

CLS:cls

Cc: file, w/a
Mark Zellner, Superintendent of Public Works
Jaime Davidson, P.E., JM Davidson Engineering

RECEIVED
CITY CLERK'S OFFICE

2022 MAY 12 4:55:33
NORTH TONAWANDA NY



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

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

May 12, 2022

IV.2

MAY 17 2022

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

2022 MAY 12 PM 2:34
NORTH TONAWANDA NY

CLS:cls

Cc: file, w/encls
Edward Zebulske, City Attorney, w/encls
Mark Zellner, Superintendent of Public Works
Jason Koepsell, Superintendent of Water and Wastewater
Alex Domaradzki, Director of Youth, Recreation and Parks

RECEIVED
CITY CLERK'S OFFICE

May 11, 2022

Ms. Chelsea L. Spahr, PE
City Engineer
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120

**SUBJECT: PROPOSAL
CITY OF NORTH TONAWANDA
STORMWATER PROGRAM ASSISTANCE 2022**

Dear Ms. Spahr,

JM Davidson Engineering, D.P.C. (JMD) appreciates the opportunity to submit the following proposal to continue assisting the City of North Tonawanda (City) with implementation of your Stormwater Program. The City has a well-defined Stormwater Management Program (SWMP) that maintains compliance with the requirements of the most recent NYSDEC SPDES General Permit (GP-0-15-003) that went into effect on May 1, 2015.

SCOPE OF WORK

The scope of services and basis of contract shall be as follows, including the assumptions made in developing the scope of work.

Task 1 – Coordination Meeting

- 1.1 Attend an initial Coordination Meeting with the City Engineer. JMD will meet with the City Engineer / Stormwater Management Officer (SMO) to review the City's current SWMP and define the tasks that are required in the calendar year, including the responsible party for each.

Task 2 – Attend WNSYC Meetings

- 2.1 JMD will continue to attend the Western New York Stormwater Coalition (WNSYC) meetings (assumed 5 meetings throughout the year) on behalf of the City. JMD is currently representing the City on the WNSYC Executive Board.

Task 3 – Stormwater Annual Report

- 3.1 Complete the Stormwater Annual Report for the NYSDEC as required. The reporting year runs from March 10 of the current year to March 9 of the following year. An MS4 annual report must be submitted to NYSDEC by June 1 to document the activities associated with the City's SWMP over the past year. The Draft Annual Report needs to be completed prior to the first May City Council meeting to allow time for a public information session regarding the report held at or before that meeting.

This task includes:

- Meeting with City Department Heads, as needed, to gather information required for the Annual Report.

- Preparing the Draft Annual Report and finalizing based on review comments from the City.
- Assisting with public review of the Annual Report. The City has the option to present the Annual Report at a public meeting or to post the report for public review on the City's website. Based on the City's preference, JMD will either attend a public meeting to assist the City with presenting the Annual Report or will prepare the required documentation and coordinate with the City Engineer on posting the Annual Report on the City's website.

We have assumed that the City will be responsible for signing the Final Annual Report, and JMD will email it to NYSDEC by the June 1 deadline.

Task 4 – MCM 4: Construction Site Runoff

- 4.1 Assist the City with SWPPP inspections and or SWPPP review as necessary. Assume 12 hrs.

Tasks 1-4 represent the typical items completed by JMD for the City each year; however, to maintain compliance with the SPDES General Permit, we strongly urge the City to consider incorporating the following tasks into the Stormwater Program Assistance authorization for 2023.

Task 5 – Update and Revise SWMP Plan (to be completed in the future)

- 5.1 JMD will conduct a thorough review of the existing SWMP Plan. The document, originally modified from the WNYSC model SWMP plan in 2010, is in need of refreshing. A thorough update of all lists, tables, contacts, appendices, etc. shall be conducted. Additionally, the plan will be reformatted to be navigated easily and provide clearer direction as to responsible parties and timelines.
- 5.2 JMD will meet with the SMO to review the proposed changes prior to completion of the final document.
- 5.3 JMD will coordinate with the City to post the final document on the City's Stormwater webpage for public review and comment.

Task 6 – MCM 1/2: Public Education and Outreach (to be completed in the future)

- 6.1 Review the City's existing public outreach program including placement of posters/flyers/brochures, City's stormwater webpage, and public education events. Coordinate with the SMO regarding updates to the Public Education and Outreach plan to incorporate into the SWMP plan.
- 6.2 Assist the City in two public education events. Assume two events, 4-hours each.

Task 7 – MCM 3: Illicit Discharge Detection and Elimination (IDDE) (to be completed in the future)

- 7.1 Conduct outfall inspections on behalf of the City. Assume approximately 30 outfalls (those not inspected in 2019).
- 7.2 Submit updated outfall mapping to ECDEP.
- 7.3 Assist the City with IDDE track downs, as necessary. Assume 20 hrs.

Task 8 – MCM5: Post-Construction Stormwater Management (to be completed in the future)

- 8.1 Develop an updated inspection form / standard procedures.
- 8.2 Conduct inspections of the City-owned and operated above ground stormwater management facilities. (No hydrodynamic separators will be inspected).
- 8.3 Provide a summary report and maintenance recommendations to the City.

Task 9 – MCM 6: Pollution Prevention / Good Housekeeping (to be completed in the future)

- 9.1 Assist the City Engineer with meeting with the DPW, Water & Wastewater, and Parks & Recreation Superintendents regarding a general discussion of BMPs for pollution prevention and good housekeeping of City facilities. Assume a training presentation will be utilized.
- 9.2 Assist each department with conducting one sample self-audit.
- 9.3 Assist City with compilation of self-audits and recommended BMP upgrades.
- 9.4 Assist the City Engineer with the preparation of a training program for municipal staff. It is assumed that one of the existing WNYSC presentations will be utilized as the base presentation material.

FEES AND TERMS

Services described above for Tasks 1-3 shall be provided on a Time and Expense basis with a fee not-to-exceed **\$8,250** and work will be performed at the following billable rates:

Title	Hourly Rate
Project Manager	\$130.00
Water Resources Engineer	\$130.00
Junior Engineer	\$90.00

To assist in planning for future Stormwater Program Assistance authorizations, we encourage the City to budget up to \$40,000 in 2023 to complete all Tasks 1-9. This work will ensure that the City is fully in compliance with the SPDES General Permit if audited by NYSDEC.

We appreciate the opportunity to present this proposal to you and look forward to continuing working with you on your Stormwater Program. If you have any questions regarding this letter, please contact me at (716) 912-1423.

Sincerely,

JM Davidson Engineering, D.P.C.

Jaime M. Davidson, PE
President



CITY OF NORTH TONAWANDA WATER WORKS



830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120
PHONE: (716) 695 – 8560, ext. #6411
Cell: (716) 583 – 1518
E-mail: JKoepsell@northtonawanda.org

MAY 17 2022

Jason W. Koepsell
Superintendent

May 9, 2022

Honorable Mayor Austin Tylec and Common Council
216 Payne Ave. – City Hall
North Tonawanda, NY 14120

RE: Award of Professional Services Contract for GHD Consulting Services Inc. to provide Engineering Consultation and related services for Phase #1 of the Waste Water Treatment Plant Capital Improvement Plan.

Honorable Mayor Tylec and City Council Members:

At your April 26, 2022 Council meeting, in special session discussions took place about the Waste Water Treatment Plant Capital Improvement Plan (“CIP”) Phase #1 and the complications resulting from this project.

Attached is a Professional Services agreement with GHD for Engineering Consultation and related services for Phase #1 of the Wastewater Treatment Plant Capital Improvement Plan. Included in this proposal is a detailed explanation of the services they will provide.

I respectfully request that you approve the GHD Professional Services agreement at a cost of \$25,000. The award of this professional services agreement is contingent upon the City Attorney’s approval.

Thank you for your time and consideration of my request.

Very truly yours,

Jason W. Koepsell, Superintendent
Wastewater & Water Treatment

RECEIVED
CITY CLERK'S OFFICE

285 Delaware Avenue, Suite 500
Buffalo, New York 14202
United States
www.ghd.com



Our ref: 11930204

April 01, 2022

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

**NTWWTP Capital Program Assistance
Proposal for Professional Services**

Dear Mayor Tylec:

GHD Consulting Services Inc. (GHD) is pleased to provide this proposal to assist the City of North Tonawanda (City) with implementation of its capital improvement plan (CIP) at the Wastewater Treatment Plant (WWTP) and ongoing performance issues with equipment recently installed. We appreciate the time spent with us touring the facility on March 24, 2022, with Superintendent Jason Koepsell, Chief Operator Don Alessi, and you Mayor Tylec, along with Rob Locey and Denine Jackson of the New York State Department of Environmental Conservation (NYSDEC). The time spent was very beneficial to GHD understanding the seriousness of the multitude of challenges facing the North Tonawanda WWTP.

This proposal is based on observations during our tour, discussion with City personnel, and GHD's experience serving the Western New York municipal wastewater industry for more than 30 years and working with nearly all wastewater treatment facilities around Western New York.

1. Introduction

The North Tonawanda Wastewater Treatment Plant (NTWWTP) has a permitted capacity of 13 MGD and employs physical and chemical processes to treat the City's sanitary waste. Main processes at the NTWWTP are influent screens, raw wastewater pumping, grit removal, primary clarification, low head pumping to sand filters, high head pumping up through carbon columns, and chlorine gas disinfection prior to discharge of reclaimed water to the Niagara River.

A "stormwater treatment facility" is located at the NTWWTP site for wet weather flows that exceed the main plant's hydraulic capacity. The stormwater treatment system consists of screens, storm water pumps, rectangular clarifiers, retention basins, and chlorine addition when effluent is discharged to the Niagara River. Water held in the retention basins is directed back to the main WWTP after the wet weather event concludes.

The City developed a CIP in 2018 to address the repair and rehabilitation of the aging WWTP. It is our understanding that Phase 1 of the CIP included the following improvements to the NTWWTP:

1. New grit removal system
2. Low head pumps, valves, and variable frequency drives (VFDs)
3. High head pumps, valves and VFDs

4. Sludge pumps, valves and VFDs
5. Chlorine gas system improvements
6. Lighting upgrades
7. Raw wastewater pump and sludge pump MCC upgrades

These improvements have been designed and constructed (the exception being that only five of the eight high/low head pumps have been installed). The City is experiencing significant performance problems with most of the equipment recently installed under the Phase 1 project. During our tour, we were told and/or observed the following challenges faced by the City with these improvements:

1. The new Pista-grit system was not designed to accommodate the peak flow through the WWTP. Water overflows the system at approximately 17 MGD.
2. The low head pumps experience excessive vibration and require the newly installed valves be throttled to move the pump on to its curve.
3. The high head pumps also experience excessive vibration and require the newly installed valves to be throttled.
4. The sludge pumps installed did not perform and are being replaced by the City.
5. The chlorine gas system is unsafe, multiple alarms have occurred since installation, and the Public Employee Safety and Health (PESH) division of the New York State Department of Labor has notified the City of numerous design violations.
6. Raw wastewater pump and sludge pump MCC issues.

As a result of the above complications, the City has directed the General Contractor, STC, to stop all remaining work until such time that these issues may be addressed, and a clear path forward identified.

In addition to these serious issues with the recent capital project, upgrades were made in a separate project to the ferric chloride bulk storage system. These improvements resulted in the NYSDEC Chemical Bulk Storage Division issuing a number of violations. Also, the system lacks monitoring devices to properly operate.

Other conditions at the NTWWTP, not directly related to Phase 1 project of the CIP, will require attention in the near future. Three significant items identified are the carbon bed effluent pipe system that has a severely corroded crown and leaks at high flows; the digesters need to be cleaned and equipment replaced; and the chlorinated water system is likely leaking underground prohibiting sufficient chlorine from reaching the contact tank.

2. Scope of Services

GHD proposes the following services based on discussions with City officials and staff. These services are geared to provide subject matter expertise and advice to the City as corrective actions are suggested and implemented to address the serious items mentioned previously. The following are potential services that can be provided as needed and requested by the City.

2.1 Review of Corrective Proposed Actions

GHD will review concepts, drawings, and/or calculations proposed by the original design engineer and offer our opinion on the appropriateness and likely success of the action. We will meet with the proposer and the City to discuss our concerns and possible improvements to the suggested action. We will provide our advice to the City whether or not to accept the proposed corrective action.

2.2 Review Equipment Manufacturer Submittals

If a suggested corrective action results in new equipment, GHD will require technical information be submitted by the proposed equipment manufacturer that shows the details of construction, materials, and operation features. We will review this information and make recommendations to the City regarding its acceptance before it is installed.

2.3 Coordination with the NYSDEC

Any improvements or alterations to the equipment will need to be coordinated with the NYSDEC. GHD will utilize our long and successful working relationship with the local NYSDEC regional staff to ensure interfacing with NYSDEC is smooth, they are kept up to date on progress, and they are amenable to the solutions implemented.

2.4 Schedule Development and Oversight

We can work with the City and the original design engineer to develop a schedule for the identification and implementation of corrective actions for each issue. GHD will monitor the schedule and alert the City if any task is slipping behind schedule and suggest corrective steps.

2.5 Advise on Administration of Construction Contract

The contractor hired by the City to install the equipment included in Phase 1 of the CIP remains under contract and has not completed all contractual items. We understand that the City has issued a stop work order to the contractor until solutions to the performance problems with the Phase 1 project are identified. It is likely this contractor will need to implement corrective actions by means of a change order to their contract. GHD can help the City with this process by attending meetings with the design engineer and contractor and commenting on future field orders and change orders.

3. Proposed GHD Staff

We intend to assign senior staff with decades of experience evaluating, designing, and overseeing construction of municipal WWTP projects. Members of our team have a long successful working history with the NTWWTP dating back to the 1990s as well as extensive experience with physical/chemical plants including years of project work at the Niagara Falls WWTP that utilizes similar treatment processes.

Paul McGarvey, PE BCEE – Project Manager

Paul has been involved in various projects at the NTWWTP dating back to the early 1990s and is very familiar with the facility. Most recently, Paul oversaw the design and installation of screens on the main influent to the WWTP and at the storm treatment facility. Paul also has been involved with numerous projects at the Niagara Falls Wastewater Treatment Project dating back to the early 1990s.

Daniel Kolkman – Construction Advisor

Dan leads GHD's Buffalo office construction group and has overseen scores of construction projects in Western New York. Dan has over 36 years in the construction industry and offers the City extremely experienced insight to construction issues and practical solutions. Dan led GHD's efforts addressing emergency recovery operations at the Niagara Falls WWTP when the facility was flooded following excessive rains and an inability to control flow entering the WWTP. Dan has also assisted the Niagara Falls Water Board and other utilities with large pump vibration problems and is an expert on the subject.

Robert Lannon, Jr., PE – Project Director

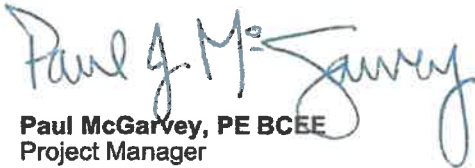
Bob leads GHD's water practice in Western New York and has over 37 years helping utilities plan and implement capital programs. Bob has provided capital plan development and implementation for the Niagara County Sewer District (NCSD) for 18 years. Annually, Bob helps NCSD identify needs, develop budgets, oversee GHD designs, and provides construction phase services. Bob oversaw the GHD response and emergency assistance offered to the Niagara Falls Water Board during the flood and resulting damage to mechanical equipment. Bob has also been an integral part of the evaluation, solution development, and implementation of corrective actions to address pump vibration at Niagara Falls facilities.

4. Budget

GHD proposes to provide the services noted previously as directed by the City of North Tonawanda. Because the exact services to be requested, and the responsiveness of the original design engineer are not known, we propose to provide services on an hourly basis per the rate schedule in Attachment 1. We propose an initial budget of \$25,000 be allocated. The attached rates are applicable for the 2022 and 2023 calendar years. Expenses will be invoiced at cost plus 5 percent. Itemized invoices will be issued monthly, and payment is requested within 30 days.

Thank you for this opportunity to submit this proposal. We are ready to provide the City with the expertise and consultation necessary to work through the issues associated with the Phase 1 CIP project and other challenges faced at the NTWWTP. We look forward to serving you. If you require anything additional, including additional qualification information, please contact us.

Regards,



Paul McGarvey, PE BCEE
Project Manager

716.242.6931
paul.mcgarvey@ghd.com

Copy to: Jason Koepsell – North Tonawanda
Robert Lannon, PE – GHD
Daniel Kolkmann – GHD

Attachment

Attachment 1

**GHD Rates per Employee Class
(2022-2023) – City of North Tonawanda**



GHD Rates Per Employee Class (2022-2023) - City of North Tonawanda

Class Code	GHD Description	US Rates
PROFESSIONAL		
A001	Senior Technical Director 1	260.00
A002	Senior Technical Director 2	245.00
A003	Senior Technical Director 3	230.00
A004	Technical Director 1	195.00
A005	Technical Director 2	175.00
A006	Senior Professional 1	160.00
A007	Senior Professional 2	145.00
A008	Professional 1	140.00
A009	Professional 2	125.00
A010	Professional 3	110.00
TECHNICAL		
B001	Lead Design Technician 1	225.00
B002	Lead Design Technician 2	210.00
B003	Lead Design Technician 3	195.00
B004	Senior Design Technician 1	175.00
B005	Senior Design Technician 2	160.00
B006	Design Technician 1	145.00
B007	Design Technician 2	135.00
B008	Drafting/Design 1	125.00
B009	Drafting/Design 2	115.00
B010	Drafting/Design 3	105.00
B011	Drafting/Design 4	95.00
SITE BASED		
S001	Senior Construction Manager	200.00
S002	Construction Manager	190.00
S003	Lead Site Engineer/Supervisor	175.00
S004	Senior Site Engineer	160.00
S005	Site Engineer	145.00
S006	Lead Inspector	135.00
S007	Senior Inspector	110.00
PROJECT SUPPORT		
	Administrative Support	80.00



CITY OF NORTH TONAWANDA WATER WORKS

V.2

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120
PHONE: (716) 695 - 8560, ext. #6411
Cell: (716) 583-1518
Email: JKoepsell@northtonawanda.org

MAY 17 2022

Jason W. Koepsell
Superintendent

May 9, 2022

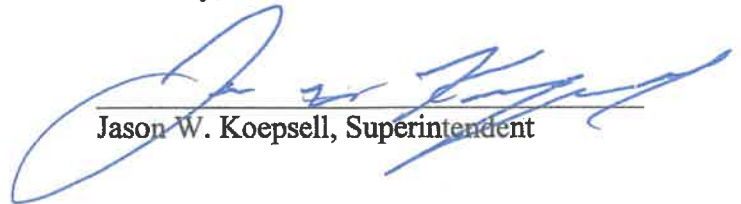
Honorable Mayor Tylec & Council Members:

On March 2, 2022 we received one (1) bid for the Wastewater Treatment Plant Ferric Chloride and zero (0) bids for Water Treatment Plant Hydrofluosilicic Acid. The bid received was higher than the budgeted amount.

Therefore, I recommend that you formally reject all of the above mentioned bids.

Thank you for your time and consideration of my request.

Sincerely,



Jason W. Koepsell, Superintendent

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CITY OF NORTH TONAWANDA WATER WORKS

V.3

830 RIVER ROAD
NORTH TONAWANDA, NEW YORK 14120
Phone: (716) 695-8560, ext. #6411
Fax: (716) 389-3351
E-mail: JKoepsell@northtonawanda.org

MAY 17 2022

Jason W. Koepsell
Superintendent

May 9, 2022

Honorable Mayor Austin Tylec and Common Council
216 Payne Ave. – 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 question or concerns regarding this Bid Award. Thank you for your time and consideration of my request.

Very truly yours,


Jason W. Koepsell, Superintendent
Water / Wastewater

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CITY OF NORTH TONAWANDA WATER WORKS

V.4

830 RIVER ROAD

NORTH TONAWANDA, NEW YORK 14120

Phone: (716) 695-8560, ext. #6411

Fax: (716) 389-3351

E-mail: JKoepsell@northtonawanda.org

MAY 17 2022

Jason W. Koepsell
Superintendent

May 9, 2022

Honorable Mayor Austin Tylec and Common Council
216 Payne Ave. – 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 question or concerns regarding this Bid Award. Thank you for your time and consideration of my request.

Very truly yours,



Jason W. Koepsell, Superintendent
Water / Wastewater

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NORTH TONAWANDA NY

JEFFREY ZELLNER
CITY ACCOUNTANT

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

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

TELEPHONE: (716) 695-8543

FAX: (716) 695-8573

VII

MAY 17 2022

May 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 May 17th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

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 agrees 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 32mph. 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

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NORTH TONAWANDA, NY

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MAY 17 2022

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 some neighbors in the area, and the committee agreed to place some warnings signs stating that there are no more stop signs on Payne Avenue. These will be put up by Member Meisenburg to help the local 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 place on Sweeney Street.

Meeting Adjourned at 1900 hours

Travel safely, Robert J. Frank

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MAY 17 2022

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	12	120.00
		Ward Maps	2	2.00
			Sub-Total:	\$122.00
A1550	Minor Sales	Public Pound Fee	2	50.00
			Sub-Total:	\$50.00
A1603	Misc. Fees	Birth Certificates	35	350.00
		Death Certificates	131	1,310.00
		Deaths Recorded	15	0.00
		Geneology Death	1	11.00
		Miscellaneous	1	0.00
			Sub-Total:	\$1,671.00
A1980	Minor Sales	City Market	36	13,625.00
			Sub-Total:	\$13,625.00
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Planning - Rezoning	3	300.00
		Terrace Park. Permit	20	100.00
			Sub-Total:	\$450.00
A2501	Minor Sales	Solicitors Permit - Yearly	1	35.00
			Sub-Total:	\$35.00
A2505	Marriage License Fee	Marriage License Fee	11	192.50
			Sub-Total:	\$192.50
A2506	Conservation	Conservation	14	32.33
			Sub-Total:	\$32.33
A2540	Racing & Wagering Fees	Bingo Proceeds	6	322.91
			Sub-Total:	\$322.91
A2542	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	81	729.00
		Female, Unspayed	5	85.00
		Male, Neutered	59	531.00
		Male, Unneutered	9	153.00
			Sub-Total:	\$1,498.00
A2610	Minor Sales	Parking Tickets	31	3,900.00
			Sub-Total:	\$3,900.00

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NORTH TONAWANDA, NY

<u>Account#</u>	<u>Account Description</u>	<u>Fee Description</u>	<u>Qty</u>	<u>Local Share</u>
			Total Local Shares Remitted:	\$21,898.74
Amount paid to:	New York State Department of Health			247.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			182.00
Amount paid to:	NYS Environmental Conservation			552.67
Total State, County & Local Revenues:		\$22,880.91	Total Non-Local Revenues:	\$982.17

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
 City Clerk-Treasurer


 5/2/22
 Date

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

City of North Tonawanda

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

XXV.1

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

MAY 17 2022

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2022 MAY 10 PM 3:06
NORTH TONAWANDA NY

5/10/2022

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

Dear Sirs:

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

General Fund

Balance Fwd - Checking	437,980.90
Balance Fwd - Money Market	226.13
Investments	0.00
Receipts for the month	9,736,647.50
Warrants Drawn	<u>(3,623,800.25)</u>
	\$6,551,054.28

Sewer Fund

Balance Fwd - Checking	372,507.69
Balance Fwd - Money Market	8,858.87
Investments	0.00
Receipts for the month	50,666.09
Warrants Drawn	<u>(322,098.88)</u>
	\$109,933.77

Water Fund

Balance Fwd - Checking	925,270.23
Balance Fwd - Money Market	1,239,107.95
Investments	0.00
Receipts for the month	921,444.65
Warrants Drawn	<u>(644,235.59)</u>
	\$2,441,587.24

Trust & Agency Fund

Balance Fwd - Checking	275,957.12
Receipts for the month	205,366.67
Warrants Drawn	<u>(48,850.03)</u>
	\$432,473.76

Capital Construction Fund

Balance Fwd - Checking	1,528,004.85
Balance Fwd - Money Market	11,674.00
Receipts for the month	0.20
Warrants Drawn	(15,000.00)
	<hr/>
	\$1,524,679.05

Community Development Fund

Balance Fwd - Checking	1,143,515.87
Receipts for the month	60,030.00
Warrants Drawn	(26,600.00)
	<hr/>
	\$1,176,945.87

Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	286,332.00
Warrants Drawn	(286,332.00)
	<hr/>
	\$0.00

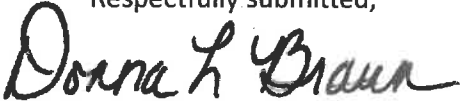
Housing Rehabilitation Fund

Balance Fwd	1,476.23
Receipts for the month	0.01
Warrants Drawn	0.00
	<hr/>
	\$1,476.24

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

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

May 5, 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 April 2022. The Senior Center has returned to normal business hours and programming.

Senior Center's Total Monthly Services 2,506

Unduplicated 801

Duplicated 1,705

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 MAY 5 AM 10:44
NORTH TONAWANDA NY

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CFO. A.

MAY 17 2022

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 event I will pay for. Because this is for the North Tonawanda community, I respectfully request the fee be waived for the Park.

Respectfully,
Mark Swogier

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2022 MAY 11 PM 2:20
NORTH TONAWANDA NY

C.F.O.B

COLUMBIA HOOK & LADDER CO., NO. 1, INC.

P.O. Box 357 North Tonawanda, New York 14120-0357

MAY 17 2022



Established 1876

May 10, 2022

Honorable Austin Tylex, Mayor
Honorable Common Council
c/o City Clerk's Office
City Hall, 216 Payne Ave.
North Tonawanda, NY 14120

Re: 35-Year Exemption

Dear Mayor and Council:

The members of Columbia Hook & Ladder Co. No. 1 respectfully request this volunteer firefighter be granted the 35-Year Exemption and the 35-Year Certificate be prepared for:

EDWARD J. SUSKI

He joined Columbia Hook & Ladder Co. No. 1 of the North Tonawanda Volunteer Fire Dept. on March 4, 1987, and continues to faithfully perform duties in the fire service.

Very truly yours,
COLUMBIA HOOK & LADDER CO. No. 1, INC.

A handwritten signature in blue ink, appearing to read "David L. Evans". The signature is fluid and cursive.

David L. Evans
Recording Secretary

2022 MAY 11 11:2:03
NORTH TONAWANDA NY

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