

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

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

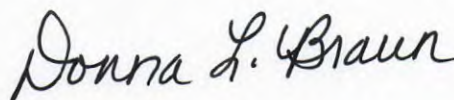
September 1, 2022

The following meetings have been scheduled for TUESDAY, SEPTEMBER 6, 2022:

6:15PM Common Council Discussion

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

Respectfully submitted,



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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, SEPTEMBER 6, 2022 6:30PM

AUDIENCE PARTICIPATION – Agenda items only, not to exceed 90 minutes with each speaker limited to a five-minute maximum.

COMMUNICATIONS FROM CITY OFFICIALS

- I.1 Mayor - Re: Approval of the Pilot Operating Agreement from Bird Ride, Inc. (Stand-up Electric Scooters)**
- I.2 Mayor - Re: Approval of City Ordinance Chapter 747 entitled “Owner Liability for Failure of Vehicle Operator to Stop for a School Bus Displaying a Red Visual Signal and Stop-Arm”**
- III. Clerk-Treasurer - Re: East Hill Foundation Grants – 2023**
- IV.1 Engineer - Re: Approval of Arcadis to complete the Tonawanda Island Infrastructure Analysis**
- IV.2 Engineer - Re: Approval of the Erie Canal Bike Path Extension – Mayor’s Park to Botanical Garden Supplemental Agreement No.1**
- VII. Accountant - Re: Payment of the Abstract of Claims Dated September 6, 2022**
- XVII. Traffic Safety - Re: Various Traffic Safety Recommendations from their August meeting**

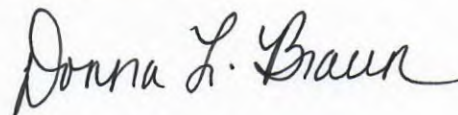
XXV. Monthly Reports

.1 Police Department .2 Clerk-Treasurer

COMMUNICATIONS FROM OTHERS

A.
**Columbia Hook & Ladder Co. - Re: Exemption Petition for 25 Years of Service
to Valerie P. Kessinger**

Respectfully submitted,

A handwritten signature in black ink that reads "Donna L. Braun". The signature is written in a cursive style with a large initial 'D' and a long, sweeping underline.

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

Office of the Mayor

SEP 06 2022

AUSTIN J. TYLEC

August 25, 2022

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

RE: Bird Ride, Inc. (Stand-up Electric Scooters)

Dear Honorable Body,

Please find attached the information regarding a proposal as well as a Pilot Operating Agreement from Bird Rides, Inc.

Bird Rides provide an alternative means of transportation for residents, employees and visitors traveling throughout our city. These electric scooters are managed by a Bird Ride Administrator who will charge, store, and place the scooters in designated areas for people to rent.

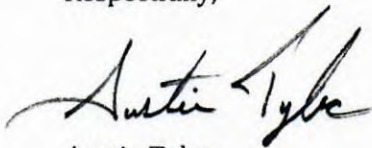
The attached agreement establishes interim rules and regulations of the Stand-up Electric Scooter within the City while the agreement is in effect, and ensures the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public right of way, which has been discussed with our Chief of Police.

It is my understanding that Bird Rides carries the insurance and any liability, which has also been discussed with our City Attorney. This is a growing initiative we can offer to our interested citizens and be a part of. In addition, the City will collect a nominal fee of \$.20 per ride based on usage.

With the increase of gas prices, and an increase in events throughout our city, this will be a convenient way to travel within our City limits without any cost to the City.

Thank you for your consideration.

Respectfully,



Austin Tylec
Mayor

RECEIVED
CITY CLERK'S OFFICE

2022 AUG 25 PM 2:15
NORTH TONAWANDA NY

Bird Scooters in North Tonawanda

- Bird Scooters have the same medical incident rates as Bicycles which is one incident for every 50 thousand rides.
- Bird covers their riders with insurance granted that any accident they are involved in is not their fault. If the rider is at fault for the accident, they may be personally responsible for any damage as is in accordance with Bird's rider agreement.
- You must be 18 years of age in order to ride one of their scooters and your age is verified by the app as it will scan your ID.
- The City can designate slow zones where the scooters are restricted to a certain speed as well as designating no-ride zones where the scooters will cease to operate if they enter it.
- Bird creates jobs by hiring full-time fleet managers that are responsible for day-to-day maintenance and charging on their designated fleet of scooters.
- The City will generate revenue by earning .20 cents a ride and this can be negotiated.
- Bird scooters can go up to a max of 18mph while operating in regular zones.
- It is recommended by Bird that all riders wear a helmet, however, there is no requirement that will make you do so.
- It is estimated that having Bird Scooters operated within our city will bring in around 16,000 dollars a year.
- This initiative does not create any cost for the City.

PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the "Agreement") is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 ("Company"), and City of North Tonawanda located at 216 Payne Avenue, North Tonawanda NY 14120 (the "City ") as of [] __, 2022.

1. Statement and Purpose

The purpose of this Agreement is to establish interim rules and regulations governing the pilot operation of a Stand-up Electric Scooter sharing system within the City while this Agreement is in effect (the "Pilot"), and to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. Scope

This Agreement and its terms apply to any proposed deployment of Stand-up Electric Scooter sharing systems within City's jurisdictional boundaries. No person shall deploy a Stand-up Electric Scooter sharing system in the City in violation of this Agreement. This Agreement and the Pilot shall remain in effect for a period of twelve months and shall automatically renew for a successive twelve month period unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term.

3. Procedures

While this Agreement is in effect, Company shall be the sole provider of Stand-up Electric Scooter sharing systems within City's jurisdictional boundaries for the Pilot, contingent upon compliance with the terms of this Agreement. Upon effectiveness of this Agreement, Company shall provide an affidavit of compliance with the terms of this Agreement and provide appropriate indemnification.

4. Operating Regulations

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up Electric Scooter program in the City with the below requirements.
- b. "Stand-up Electric Scooter" shall mean a device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- c. While this Agreement and Pilot are in effect, Company shall pay the City a revenue-share of \$0.20 per ride to help fund protected bike lanes within the pilot areas. Company shall pay the revenue-share to the City on a quarterly basis, in arrears within 30 days from the end of the preceding month.

- d. Except as otherwise provided herein, City shall regulate the operation of Stand-up Electric Scooters in a manner no more restrictive than City's regulation of bicycles.
- e. Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up Electric Scooters shall be 18 or older. Users of Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- f. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up Electric Scooter for members of the public to make relocation requests or to report other issues with devices.
- g. Hours of operation when Company's Stand-up Electric Scooters will be made available to rent in C are 4 a.m. to midnight (local time).

5. Parking

- a. Users of Stand-up Electric Scooters shall park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users shall not park Stand-up Electric Scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Users may park Stand-up Electric Scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- f. Users shall not park Stand-up Electric Scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
 - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;
 - iii. Disabled parking zone;
 - iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps;
 - vi. Entryways; and
 - vii. Driveways.
- g. Users of Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- h. Company may stage its Stand-up Electric Scooters in permitted parking areas as described in this section. To the extent Company desires to stage Stand-up Electric Scooters in areas other than

the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

6. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up Electric Scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall respond to reports of incorrectly parked Stand-up Electric Scooters, Stand-up Electric Scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Stand-up Electric Scooters, by relocating, re-parking, or removing the Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Stand-up Electric Scooter.
- d. Company shall provide notice to all users that:
 - i. Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
 - ii. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all users;
 - iv. Parking must be done in the designated areas; and
 - v. Riding responsibly is encouraged.
- e. Stand-up Electric Scooter riders are required to take a photo whenever they park their scooter at the end of a ride.
- f. Company shall provide education to Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

7. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy:

- a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;

- b. any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Company's consent, and shall not be treated as owned by the local authority; and
- c. such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

8. Indemnification

Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct, except that Company's indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

9. Insurance

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up Electric Scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10. Miscellaneous

a. All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.

b. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

c. This agreement shall be governed by and construed in accordance with the laws of the State of [].

City of North Tonawanda, NY

Bird Rides, Inc.

Signed By: Austin J. Tylec

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Address:

City Hall

216 Payne Avenue

North Tonawanda, NY 14120



Hello, North Tonawanda, NY



2021

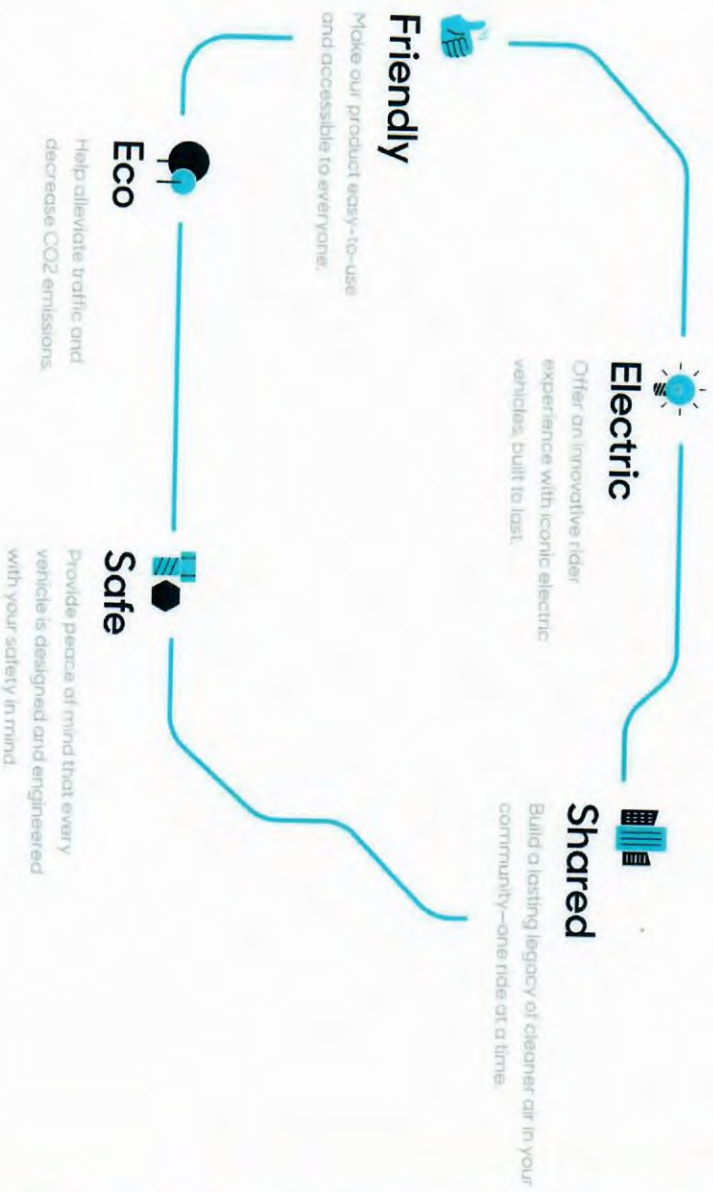
Our Mission

Improve our
communities and
the lives of those
around us.



What is Bird?

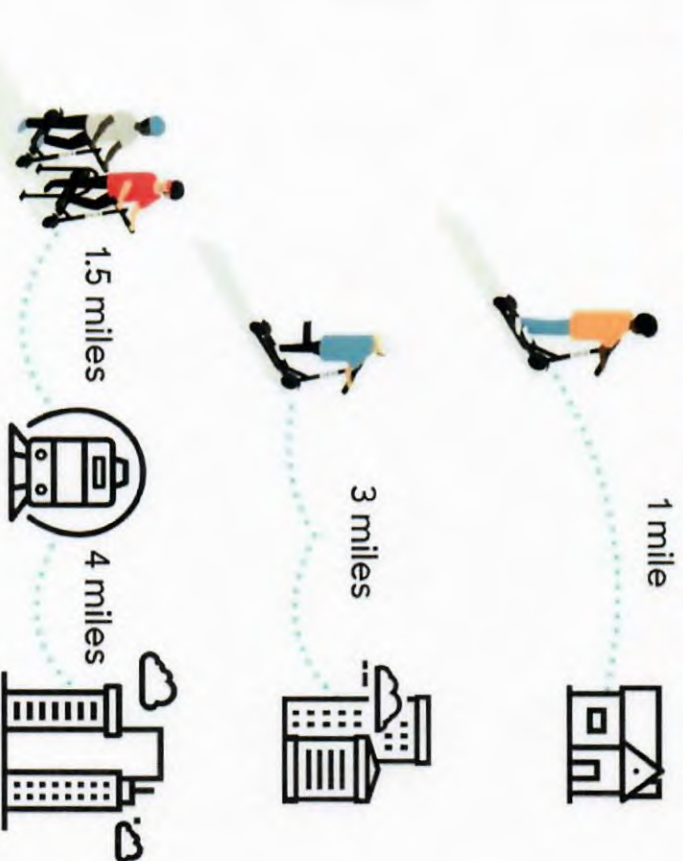
A micromobility company with a focus in shared electric vehicles.





First Mile Last Mile

Great solution for quick trips



BIRD

Get to School or Work

Don't hassle to re-park

Connect to transit or go one way

Bird's Story

Founded in 2017, Bird saw instant success as a pioneer in the space.

Today....

5 Continents.

25 Countries.

300 Cities.

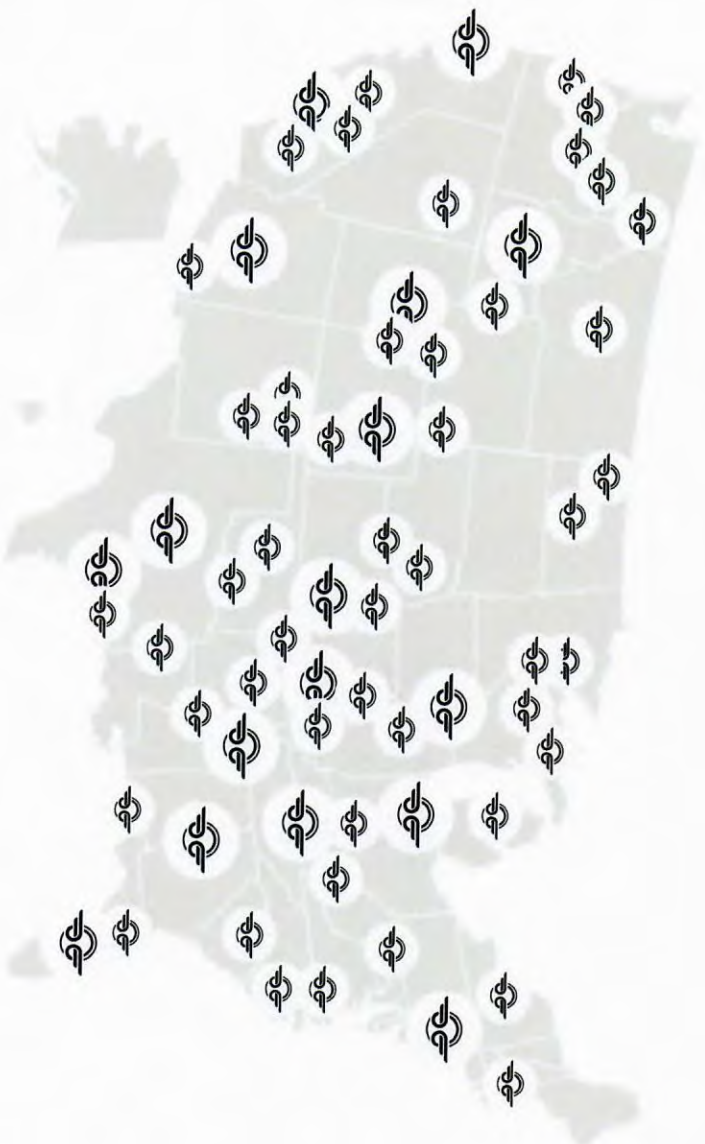
100M+ Rides.

Listed on **NYSE BRDS**

B I R D



Cities Big and Small



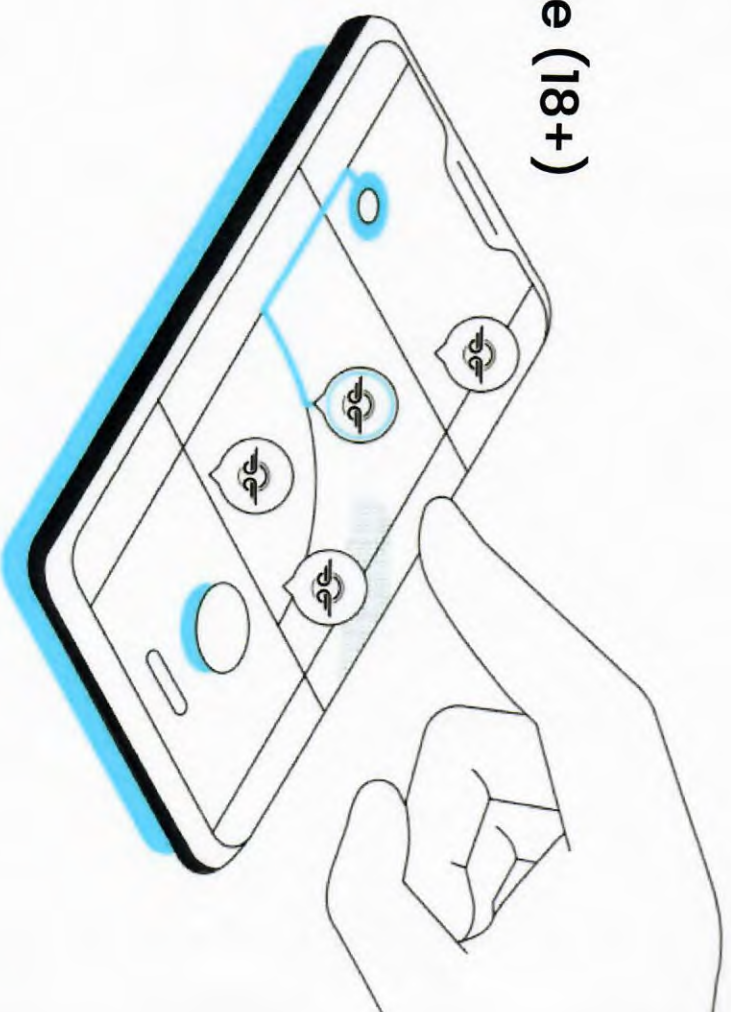
City	Population
Bridgewater, VA	6,062
St. Albans, WV	10,265
Cambridge, MD	12,376
Olean, NY	13,670
Martinsburg, WV	17,404
Oswego, NY	17,470
Salisbury, MD	32,807
Warren, OH	39,562
Manassas, VA	41,501
Springfield, OH	59,208
Nashua, NH	88,341
Newport News, VA	179,388

BIRD



How it works

1. Download the Bird app
2. Sign user agreement & verify age (18+)
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!



The Dockless Model



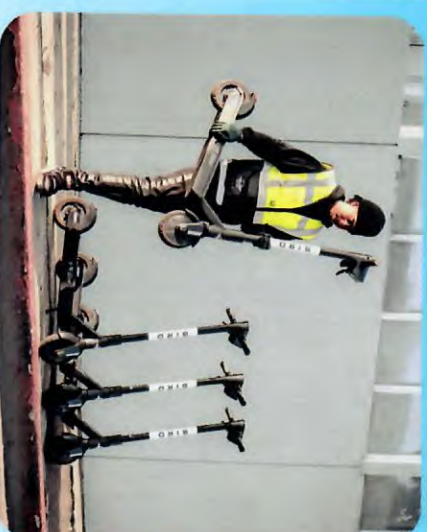
Follow the rules of the road like a bike

Freedom to choose where to pick up and drop off

Available for use within the designated 'operating zone'

Vehicle waits for next rider or is moved by Bird

BIRD



BirdThree

Battery	36 V, 21.0 Ah 10S6P
Charge Time	5.8 hrs
Range	35 miles
Braking	Regen; Drum (front), disc (r)
Wheels	10" pneumatic
Top Speed	15 mph
Dimensions	47.7 in. x 19.3 in. x 46.8 in.
Lights	Front / Rear LEDs

Enhanced Lighting

Throttle-Brake Interlock
Automatic safety actions to protect against accidentally holding the throttle.

Anti-Theft Encryption
Enhanced encryption keeps our riders safe and helps deter theft

Autonomous Damage Sensors
Self-reporting damage sensors and automotive-inspired diagnostic technology

Dual Wiper Throttle
Automotive-grade functional safety and guaranteeing absolute speed-control accuracy

Status Indicator

Dynamic Stability Control Steering (DSCS)
Stabilizes out-of-control, sudden or erratic movements, guards against unsafe turns or over-corrections.

Seamless Screws
Protection against injury and theft with no exposed screws

Puncture-Proof Tires
10" tires feature puncture-proof tech, higher traction, and decreased vibration.

Industry's Longest-Lasting Battery

Automotive-grade battery management system, largest, safest, only operator with IP68 integrated battery

Tip Detection Technology



Skid Detection
Only vehicle with skid detection technology to prevent improper riding behavior.

Performance
A rear motor gives Bird Three faster acceleration and more control in critical situations.

Performance
AEB brings the vehicle to a stop in the event of a brake failure.

Anti-Tip Kick Stand
With a dual anti-tipping kickstand, this Bird stands on its own two feet.

Pricing

Standard Pricing

\$1+ a per minute fee. Averaging ~\$6 a ride.

Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

BIRD



Significant economic benefits of micromobility



Supporting Local Businesses

Over 50% of riders report using a Bird to visit a local business, and the majority of those (70%+) said riding a Bird made them more likely to visit that business.¹



Job Creation

To manage local operations, Bird partners with full time Fleet Managers, responsible for on-the-ground fleet logistics, care, and community education.



Expanding Job Access

By doubling or tripling how far people can travel to access public transit, Bird expands job access without lengthening commutes or adding cars to the road.



Reduction in GHG Emissions

Each Bird Two prevents an estimated 103kg of greenhouse gas emissions during its lifetime.²

BIRD

¹ Source: Qualtrics Rider Survey

² Based on Bird Two actual data, including pre-COVID KPIs -15 ear half-life, and 272 grams per passenger mile lifecycle GHG emissions. Potential for greater emissions reductions on newer Bird-designed vehicles, including Bird Three.



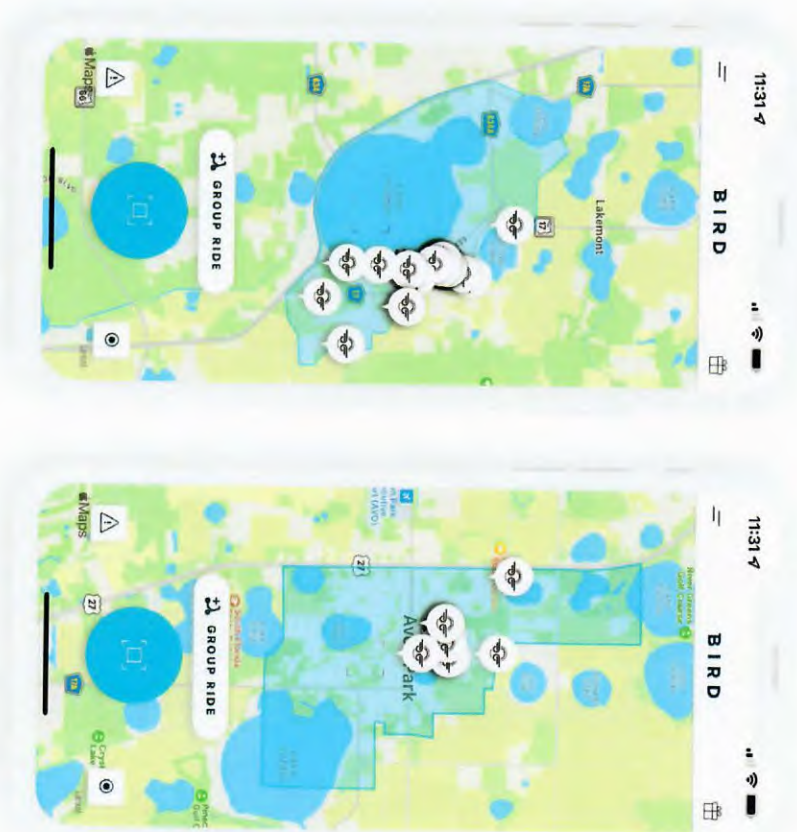
Operating Zone

Scooters will only be active within the city's boundary (highlighted in blue)

Operating Zone can be tailored based on city design

Vehicles will become inoperable should they leave the zone

BIRD





Geo-Zone Technology

Slow Zone

No-Ride Zone

All vehicles are tracked with GPS.

When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.

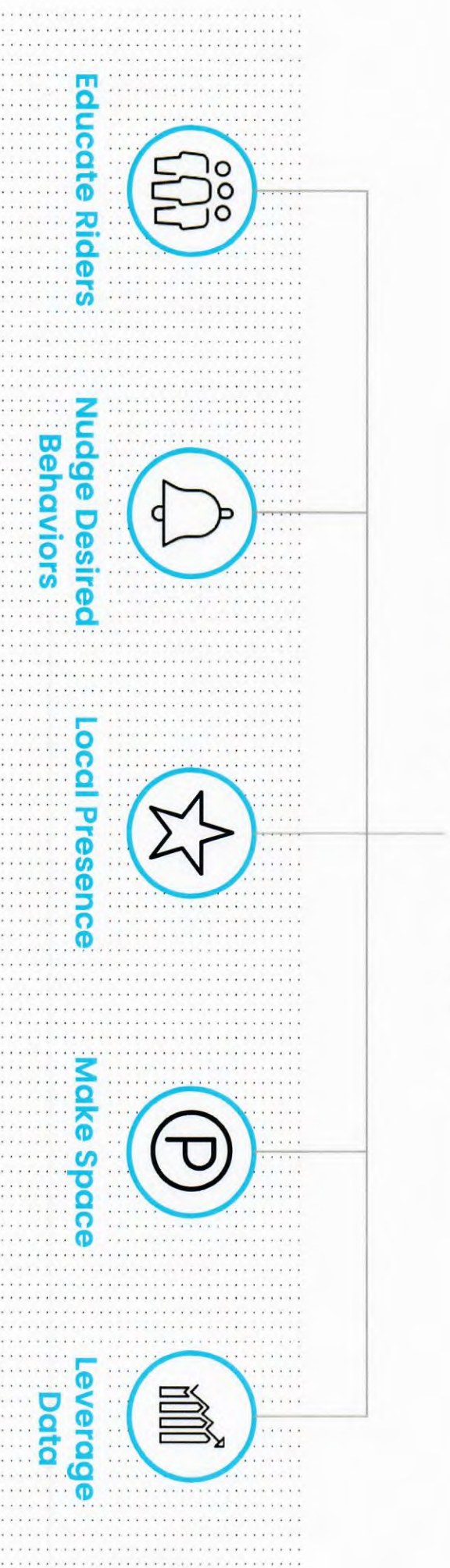


BIRD



Focus on Reducing Clutter

Bird's future relies on properly integrating dockless micromobility into our communities



Safety is our top priority.

We are committed to providing safe mobility—as evidenced by our industry-leading safety record.

We hold ourselves to strict safety standards, and develop products and tools that protect riders and non-riders.

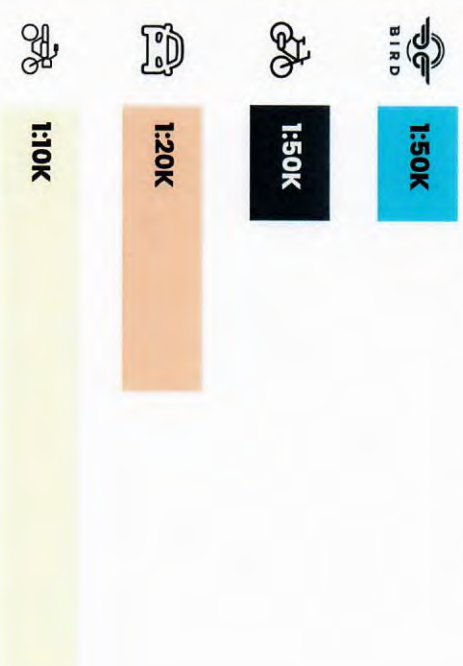


After 4 years and millions of rides taken on our shared fleets, we are pleased to report a global injury incidence rate of 1:50K rides,

less than half the medical incident rate of cars.

Bird's safety focus has driven a safety record superior to cars and micromobility competition.

Documented Medical Incident Rate ^{1,2}



¹ Injury incidence rate calculated as the percentage of total trips with incidents or accidents reported which required medical treatment. Documented injury rates for bicycles, automobiles, and motorcycles reflect national averages, whereas Bird's documented injury rate (150K) reflects Bird's global average incidence rate. Sources include Bird internal ride data, The U.S. Consumer Product Safety Commission, The U.S. National Highway Traffic Safety Administration, and The U.S. Bureau of Transportation Statistics

Fleet Manager Model


Developed in partnership with cities, our fleet management approach prioritizes compliance and fleet regulation.


How it works


- We partner with cities directly and are the day-to-day contact
- We thoroughly vet local fleet operators to support logistics on-the-ground
- FMs are given small fleet and then scale up based on compliance metrics and other KPIs
- **Zero debt**, do not need to buy vehicles, no cost to leave the program
- We tightly regulate our fleet operations, and develop features, such as "Ride Ready," to ensure compliance with local regulations

BIRD Confidential and Proprietary




80% retention rates
(v 30-40% for other contractor or hourly models) Many also employ support staff


Operational experts, experience in vehicle management and logistics


Create local businesses opportunities within the community

Data Dashboard

You get access too:

- **Report Summary:**
 - Anonymized Rider behaviors such as frequency and length of rides
 - Number and length of rides segmented in various dimensions
 - Available Birds and number of rides/Bird
- **Map view:** The map will provide a view of the current location of vehicles and nests, with the ability to restrict the view by specific areas
- **Usage heatmaps:** Ride start & end, segmented by various dimensions





Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Data Dashboard provided**
- ✓ **# of Vehicles: 75** (means $\frac{2}{3}$ of fleet on street during peak ridership, others charging at FM location)
- ✓ **Specific operation zone**
- ✓ **Revenue sharing – \$.20/ride**
- ✓ **Launch Date: May'22**
- ✓ **Approval Documentation: MOU/OA**

B I R D Confidential and Proprietary





Let's Ride

Jeremy Lynch
Sr Account Executive
jlynch@bird.co



Office of the Mayor

SEP 06 2022

AUSTIN J. TYLEC

August 30, 2022

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

RE: Bus Cameras Local Law

Dear Honorable Body,

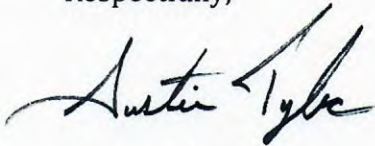
Following the public hearing on Chapter 747 entitled "owner liability for failure of vehicle operator to stop for a school bus displaying a red visual signal and stop-arm", it is recommended that the city council pass and codify this ordinance for North Tonawanda.

After discussions with the North Tonawanda School District, this law would be a step forward to help increase safety for students taking the daily school bus. Following approval, the city will be working with the school district to finalize terms of agreement with a bus cam provider that benefits both parties.

As a reminder, the installation of new bus cams will be at no expense of the City or School District.

Thank you for your consideration.

Respectfully,



Austin Tylec
Mayor

RECEIVED
CITY CLERK'S OFFICE

2022 AUG 30 AM 11:35
NORTH TONAWANDA NY

RESOLUTION No. # - 2022

RELATIVE TO ADDING CHAPTER 747 OF THE CODIFIED ORDINANCES ENTITLED "OWNER LIABILITY FOR FAILURE OF VEHICLE OPERATOR TO STOP FOR A SCHOOL BUS DISPLAYING A RED VISUAL SIGNAL AND STOP-ARM"

BE IT RESOLVED, by the City Council of the City of North Tonawanda, New York that Chapter 747 of the Codified Ordinances entitled "Owner Liability For Failure Of Vehicle Operator To Stop For A School Bus Displaying A Red Visual Signal And Stop-Arm" is hereby added to read as follows:

747.01 PURPOSE.

The purpose of this chapter is to impose monetary liability on the owner of a motor vehicle under circumstances where the operator of that motor vehicle fails to stop for a school bus displaying a red visual signal and stop-arm. It is a well-known fact that vehicle operators often fail to stop for a school bus displaying a red visual signal and stop-arm, thus creating a hazardous and dangerous condition for passengers, especially children, who depart from a stopped school bus. The intent of this chapter involves the installation of cameras on the school bus stop-arm to increase safety for passengers departing the school bus by imposing financial liability on the owner of the vehicle which will serve as a deterrent.

747.02 DEFINITIONS.

As used in this chapter, the following words shall have the following respective meanings:

- (a) "Person" means one or more individuals, a partnership, company, association, corporation, trust, trustee or receiver or limited liability company.
- (b) "Owner" means the registered owner of a motor vehicle.
- (c) "City" means the City of North Tonawanda, New York.
- (d) "School District" means the City School District of the City of North Tonawanda, New York.

747.03 DEMONSTRATION PROGRAM IMPOSING MONETARY LIABILITY

Pursuant to Section 1174-a of the New York State Vehicle and Traffic Law, the City hereby establishes a demonstration program imposing monetary liability on the owner of a motor vehicle for the failure of an operator thereof to comply with Section 1174 of the New York State Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in subdivisions 20 and 21-(1)-(c) of Section 375

of the New York State Vehicle and Traffic Law and operated in the City. This demonstration program empowers the City to install and operate, or to cause to be installed and operated, school bus photo violation monitoring systems which may be stationary or mobile. Such school bus photo violation monitoring systems may be installed on school buses owned and operated by the School District, or on school buses privately owned and operated for compensation under contract with the School District provided that no such stationary school bus photo violation monitoring system shall be installed and operated, or caused to be installed and operated by the City, except on roadways under the jurisdiction of the City and further provided no such mobile school bus photo violation monitoring system shall be installed or operated on school buses unless the City and the School District enter into an agreement for such installation and operation.

747.04 HANDLING AND CUSTODY OF PHOTOGRAPHS

As part of the demonstration program, the City will create procedures for the proper handling and custody of photographs, micro photographs, video tapes and other recorded images and data produced by such mobile school bus photo violation monitoring systems in place on school buses and for the forwarding of such photographs, micro photographs, video tapes and other recorded images and data to the City. Any such agreement entered into between the City and the School District must be approved by majority vote of the North Tonawanda City Council and also by Resolution of the Board of the School District.

747.05 PRIVACY ISSUES

As part of the demonstration program, the City shall adopt and enforce measures to protect the privacy of drivers, passengers, pedestrians and cyclists whose identity and identifying information may be captured by a school bus photo violation monitoring device. Such measures shall include:

(a) Utilization of necessary technologies to ensure, to the extent practicable, that photographs produced by such school bus photo violation monitoring devices shall not include images that identify the driver, the passengers, the contents of the motor vehicle, pedestrians and cyclists; provided, however, that no Notice of Liability issued pursuant to this section shall be dismissed solely because a photograph or photographs allow for the identification of the contents of a motor vehicle, provided that such City has made a reasonable effort to comply with the provisions contained herein.

(b) A prohibition on the use or dissemination of motor vehicles' license plate information and other information and images captured by such school bus photo violation monitoring systems, except: (1) as required to establish liability under this chapter or collect payment of penalties; (2) as required by court order; or (3) as otherwise required by law and oversight procedures to ensure compliance with the afore-described privacy protection measures.

(c) The City shall the install signage in conformance with standards established in the Manual and Specifications for a Uniformed System of Traffic Control Devices ("MUTCD") maintained by the

Commission of Transportation, at each roadway entrance of the City boundaries giving notice that school bus photo violation monitoring systems are used to enforce restrictions on motor vehicles violating Section 1174 of the New York State Vehicle and Traffic Law. For purposes of this chapter, the term "roadway" shall not include State Expressway Routes or State Interstate Routes but shall include controlled access highway exit ramps that enter the City boundaries of the City.

747.06 VEHICLE OWNER LIABILITY

The owner of a motor vehicle shall be liable for a monetary penalty imposed pursuant to this chapter if such vehicle was used or operated with the permission of the owner, expressed or implied, in violation of Section 1174 of the New York State Vehicle and Traffic Law if such violation is evidenced by information obtained from a school bus photo violation monitoring system; provided, however, that no owner of a motor vehicle shall be liable for a monetary penalty imposed pursuant to this chapter where the operator of such motor vehicle has been convicted of the underlying violation of Section 1174 of the Vehicle and Traffic Law.

747.07 OWNER LIABILITY FOR MONETARY PENALTIES

(a) An owner of a motor vehicle liable for a violation of subsection (a) of Section 1174 of the New York State Vehicle and Traffic Law shall be liable for monetary penalties as provided herein. The liability of the owner pursuant to this chapter shall be \$250.00 for a first violation; \$275.00 for a second violation; provided the first and second were committed within a period of eighteen (18) months, and; \$300.00 for a third, or subsequent violation, provided that all of which were committed within a period of eighteen (18) months. An additional penalty in the amount of \$25.00 for each violation shall be due and payable resulting from the failure of the owner to respond to a Notice of Liability within the prescribed time period.

(b) An imposition of liability pursuant to this chapter shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

747.08 NOTICE OF LIABILITY

(a) A Notice of Liability shall be sent by first-class mail to each person alleged to be liable as an owner for a violation of subdivision (a) of Section 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter. Personal delivery on the owner shall not be required; a manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

(b) The Notice of Liability shall contain the name and address of the person alleged to be liable as an owner for a violation of subdivision (a) of Section 1174 of the New York State Vehicle and Traffic Law

pursuant to this chapter, the registration number of the vehicle involved in such violation, the location of where such violation took place, the date and time of such violation and the identification number of the camera which recorded the violation or other document locator number.

(c) The Notice of Liability shall include information advising the person charged of the manner and the time in which he or she may contest the liability alleged in the Notice of Liability. Such Notice of Liability shall also contain a warning to advise the persons charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

(d) The Notice of Liability shall be prepared and mailed by the City or by such other entity authorized by the City to prepare and mail such Notice of Liability and recover any such monetary penalty.

(e) Adjudication of the liability imposed upon owners by this chapter shall be made by the City Court of the City of North Tonawanda, NY.

747.09 PRESUMPTION OF OWNER LIABILITY; DEFENSES TO A NOTICE OF LIABILITY

(a) For purposes of this chapter, there shall be a presumption that the operator of such motor vehicle was operating such vehicle with the consent of the owner at the time such operator failed to comply with Section 1174 of The New York State Vehicle and Traffic Law.

(b) If an owner receives a Notice of Liability pursuant to this chapter for any time period during which the motor vehicle was reported to the police as having been stolen, it shall be a valid defense to the allegation of liability for a violation of subdivision (a) of Section 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter that the motor vehicle had been reported to the police as stolen prior to the time the violation had occurred and had not been recovered by such time. For purposes of asserting a defense provided by this section, it shall be sufficient that a certified copy of the police report on the stolen motor vehicle be sent by First Class Mail to the City Court of the City of North Tonawanda, NY.

(c) An owner who is a lessor of a vehicle to which Notice of Liability was issued shall not be liable for the violation of subdivision (a) of Section 1174 of the New York State Vehicle and Traffic Law provided he or she sends to the City Court of the City of North Tonawanda, NY a copy of the rental, lease or other such contract document covering such motor vehicle on the date of the violation with the name and address of the lessee clearly legible, within thirty-seven (37) days after receiving notice from the court of the date and time of such violation, together with such other and further information contained in the original Notice of Liability. Failure to send such information within such thirty-seven (37) daytime period shall render the owner liable for the monetary penalty prescribed by this chapter. Where the lessor complies with the provisions of this paragraph, the lessee of such motor vehicle on the date of such violation shall be deemed to be the owner of such vehicle for purposes of this chapter, shall be subject to liability for the violation of subdivision (a) of Section 1174 of the Vehicle and Traffic Law pursuant to this section and shall be sent a Notice of Liability pursuant to this chapter.

(d) No owner of a motor vehicle shall be subject to a monetary penalty imposed pursuant to this Chapter if such owner can demonstrate by clear and convincing evidence that such school bus stop arms were malfunctioning at the time of the alleged violation.

(e) No owner of a motor vehicle shall be subject to a monetary penalty imposed pursuant to this chapter if the operator of such motor vehicle was operating such motor vehicle without the consent of the owner at the time such operator failed to comply with Section 1174 of the New York State Vehicle and Traffic Law and the owner of the motor vehicle is able to demonstrate to the court by clear and convincing evidence that the motor vehicle was operated at the time of the violation without the consent of the owner.

747.10 REPORTING REQUIREMENTS

The demonstration program established by the City requires that it submit an annual report on the results of the use of a school bus photo violation monitoring system to the Governor, the President of the Senate and the Speaker of the Assembly on or before June 1, 2019, and on the same date in each succeeding year in which the demonstration program is operable. Such report shall include, but not be limited to, the following:

(a) The number of buses and a description of the routes where stationary and mobile school bus photo violation monitoring systems were used.

(b) The aggregate number, type and severity of accidents reported at locations where a school bus photo violation monitoring system is used for the year preceding the installation of such a system, to the extent the information is maintained by the New York State Department of Motor Vehicles

(c) The number of violations recorded at each location where a school bus photo violation monitoring system is used and in the aggregate on a daily, weekly and monthly basis.

(d) The number of convictions for violations of subdivision (a) of Section 1174 of the New York State Vehicle and Traffic Law recorded at each location where a school bus photo violation monitoring system is used on an annual basis, to the extent the information is maintained by the Department of Motor Vehicles of this state.

(e) The total number of Notices of Liability issued for violations recorded by such systems.

(f) The number of monetary penalties and total amount of monetary penalties paid after the first Notice of Liability issued for violations recorded by such systems.

(g) The number of violations adjudicated and results of such adjudications including breakdowns of dispositions made for violations recorded by such systems which shall be provided at least annually to such City by the courts conducting such adjudications.

(h) The total amount of revenue realized by the City.

(i) The expenses incurred by the City in connection with the program.

(j) The quality of the adjudication process and its results including the total number of hearings scheduled, re-scheduled, and held; the total number of persons scheduled for such hearings; the total number of cases where monetary penalties were paid on or before the hearing date; and the total number of default judgments entered. Such information shall be provided at least annually to the City by the court conducting such adjudications.

(k) A description of public education activities conducted to warn motorists of the dangers of overtaking and passing stopped school buses.

747.11 EXPIRATION

This demonstration program shall expire on December 1, 2024, unless extended further by act of the New York State Legislature

City of North Tonawanda

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

111.

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

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

SEP 06 2022

August 25, 2022

**Hon. Mayor and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120**

Re: East Hill Foundation Grants – 2023

Dear Honorable Body:

We have been advised that the grants for the 2023 year have been approved by the East Hill Foundation for area non-profit organizations, as required under their PILOT agreement with the City of North Tonawanda. As you know, the grants must total \$51,000, per the Agreement dated July 1, 2012, and these grants represent year 11 of the multi-year Agreement.

The 2023 grants and recipients are attached for your information.

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

Sincerely,



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

RECEIVED
CITY CLERK'S OFFICE

2022 AUG 25 PM2:50
NORTH TONAWANDA NY



EAST HILL FOUNDATION

17 Island Street
P.O. Box 547
North Tonawanda, NY 14120
www.easthillfdn.org

(716) 204-0204

(716) 694-6353 - FAX

August 9, 2022

Ms. Donna Braun
Clerk Treasurer
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

Dear Ms. Braun:

Re: Agreement with Island Street Foundation & East Hill Foundation

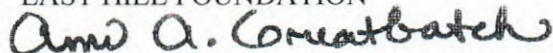
The Board of Directors of East Hill Foundation has approved \$51,000 in grants to seven nonprofit organizations within the City of North Tonawanda per the Agreement dated July 1, 2012 for Payments in Lieu of Tax. These grants represent Year 11 (January 1, 2023 to December 31, 2023) pursuant to Section 3 of the Agreement. The grants are listed below:

1. Carousel Society of the Niagara Frontier: \$5,000 toward New Music Room building.
2. Friends of North Tonawanda Intermediate: \$8,000 for concrete for new pavilion.
3. North Tonawanda High School Girls Basketball Booster Club: \$8,000 for a basketball shooting machine.
4. North Tonawanda Inter-Church Food Pantry: \$6,000 for new front door and shelving.
5. North Tonawanda Police Benevolent Association: \$10,000 for winter coats, boots and shoes for underserved children in North Tonawanda.
6. Project Pride of North Tonawanda, Inc.: \$5,000 for shed and concrete base for Manhattan Street parking lot.
7. Twin Cities Meals on Wheels: \$9,000 for food for the elderly.

In addition to the above grants, we also provided the North Tonawanda Department of Youth Parks and Recreation \$8,000 for lumber to rebuild the Sweeney & Niagara Street Fishing Pier as part of our Family/Board/Staff Grants (sponsored by Ken Dulan). Additional grant applications for North Tonawanda are currently under review by our Board of Directors for possible funding this year through our WNY Grants program. For more information, please contact Michele Schmidt at mschmidt@easthillfdn.org or phone: 716-204-0204.

Sincerely,

EAST HILL FOUNDATION



Ami A. Greatbatch
President & Board Chair

Copy: The Honorable Austin J. Tylec, Mayor
Edward A. Zebulske III, City Attorney
Barbara W. Klenke, Assessor
Michael de Freitas, William C. Moran & Associates

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CITY CLERK'S OFFICE

2022 AUG 12 PM 12:27
NORTH TONAWANDA NY



**City of North Tonawanda
Department of Engineering**

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

IV.1

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

August 29, 2022

SEP 06 2022

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

Re: Tonawanda Island Infrastructure Analysis

Dear Honorable Body:

The City was awarded grant funding through the NYSDOS for \$92,700 for the Tonawanda Island Infrastructure Analysis. This, in addition to the City's local share of \$10,300, brings the total funding to \$103,000.

To complete the Tonawanda Island Infrastructure Analysis, the City intends to procure the services of a professional engineering firm. This firm's responsibilities will include field testing and analysis of existing City owned utilities including water and sanitary sewers and developing an engineering report with finding and recommendations for improvements.

A request for proposals was issued in May 2022 and the City received two proposals from professional firms. A review committee was convened with representation from City Engineering, Community Development, Lumber City Development Corporation, the Mayor's Office, and City Council to review the proposals and provide a recommendation to the Council.

Upon review, the committee is recommending the City select Arcadis to perform the infrastructure analysis of Tonawanda Island. Arcadis is a local firm with experience in water and wastewater engineering. The review committee felt the team assembled by Arcadis demonstrated the experience, expertise, and capacity to complete this project for the City.

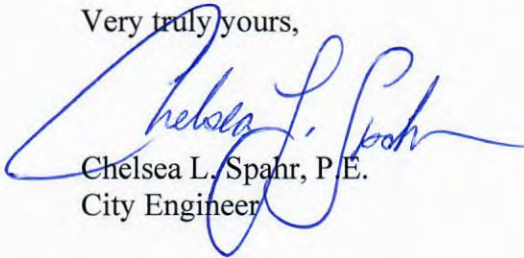
I am hereby requesting this honorable body consider selecting Arcadis to complete the Tonawanda Island Infrastructure Analysis and authorize the Mayor to sign a contract with Arcadis, pending review and approval by the City Attorney, for the proposed design fee of \$104,500. The fee is slightly more than the funding for the project, so we intend to use some of the bonded Capital Improvement Plan funds to cover the overage, since this project will fit into the overall infrastructure analysis for the Capital Improvement Plan for the City.

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CITY CLERK'S OFFICE

2022 AUG 29 PM 12:28
NORTH TONAWANDA NY

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

Very truly yours,



Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Edward A. Zebulske III, City Attorney
Mark Zellner, Superintendent of Public Works
Laura Wilson, Director of Community Development
Jason Koepsell, Superintendent of Water and Wastewater
Jeffery Zellner, City Accountant
Dan J. Seider, PE, Arcadis



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

IV.2

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

August 29, 2022

SEP 06 2022

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

**Re: Erie Canal Bike Path Extension - Mayor's Park to Botanical Garden
Supplemental Agreement No. 1**

Dear Honorable Body:

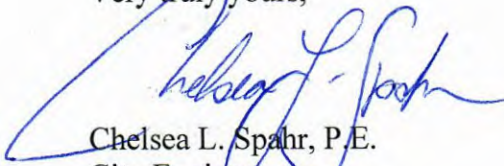
The City was awarded additional grant funding through the NYSDOT TAP-CMAQ program in the amount of \$1,050,000. This is in addition to the already secured funding from NYSDOS, DASNY, and Canal Corps with a City match for a total of \$1,029,500 worth of funding to extend the bike path from Mayor's Park to the Botanical Garden.

To complete the new bike path extension design, the City procured the services of C&S Companies. C&S Companies' responsibilities include design of the identified improvements, and implementation assistance through the construction and installation stages. With the NYSDOT funding, additional scope work to meet the NYSDOT requirements, that was not included in the original proposal, will need to be performed.

I therefore recommend that the Common Council authorize the Mayor to sign the enclosed Supplemental Agreement No. 1 for the additional design scope with C&S Companies, 141 Elm Street, Buffalo, NY 14203; in an amount of \$150,000; subject to review by the City Attorney.

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

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

RECEIVED
CITY CLERK'S OFFICE
2022 AUG 30 AM 9:25
NORTH TONAWANDA NY

CLS:cls

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

JEFFREY ZELLNER
CITY ACCOUNTANT

JENNIFER CRESS
PAYROLL PERSONNEL SPECIALIST

SHERI GAMPP
JUNIOR ACCOUNTANT

City of North Tonawanda

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

VII

TELEPHONE: (716) 695-8545
FAX: (716) 695-8573

SEP 06 2022

September 1, 2022

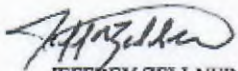
Honorable Austin J. Tylec, Mayor
And Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

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 September 6th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

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CITY CLERK'S OFFICE

2022 SEP 1 AM 11:36
NORTH TONAWANDA NY

XVII

SEP 06 2022

August 15, 2022

Donna Braun

City Clerk/Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

RECEIVED
CITY CLERK'S OFFICE
2022 AUG 17 PM 12:34
NORTH TONAWANDA NY

The August 2022 meeting of the North Tonawanda Traffic Safety Committee was postponed until September 19th due to lack of requests. The members on the committee. R. Frank, J. Sikora, M. Meisenburg, M. Lemke, M. Anastasi, A. DiBernardo, D. Grinnell, R. Brennon still had a discussion regarding the couple requests that came in. The following new concerns/requests were discussed, and recommendations made.

- 1.) City Engineer, Chelsea Spahr, recommended the removal of a "Handicap" sign at Bryant Street and Falconer Street due to the handicapped person not living in the area any longer. Member Meisenburg will remove the sign.
- 2.) City Clerk, Donna Braun, received a request regarding a trailer on the terrace in front of 404 St. Joseph Drive. Member Frank informed Mitch Drier from Code Enforcement, who stated that his office would take care of it.
- 3.) Member Meisenburg requested that the flashing yellow light at Main Street and Island Street be removed in July. The committee recommended placing an advisory sign for 30 days that informs drivers that this light will be removed. The request was granted. Member Meisenburg will install an advisory sign for the next 30 days.
- 4.) Paul Larbis requested stop signs on Sweeney Street and Service Drive so that boaters could cross the street. Larbis would also like a yellow "Caution" sign attached to the "Stop" sign post so they can be inter changed through out the year depending on the season. Mr. Larbis also requested placing stop signs on Tremont Street by Degraff Hospital. The committee will look into these requests and discuss it at the September meeting.
- 5.) Member Brennon received a request for a "Do not block intersection" sign on Niagara Falls Blvd. at Kingston Avenue. Member Meisenburg will contact the state regarding this sign as Niagara Falls Blvd. is a state road.
- 6.) Member Brennon received a request for a 4 way stop at Tremont Street and Vandervoort Street. The committee will monitor this intersection and discuss it at the September meeting.

Meeting discussion from August 15th, 2022

Travel safely, Robert J. Frank



Department of Police

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

XXVI /

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

SEP 06 2022

August 29, 2022

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

Dear Sirs,

Please find the attached Summary of Police Activities Report, the Summary of Criminal Activities Report and the V&T Report for the month of July 2022

Respectfully Submitted,

Keith T. Glass
Chief of Police

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

KTG/as

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CITY CLERK'S OFFICE

2022 AUG 30 PM 12:03
NORTH TONAWANDA NY

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF JULY 2022
--

CRIMINAL

Complaints received and investigated	126
Complaints cleared by arrest or exceptional clearance	69
Complaints ruled unfounded	3
Number of males arrested	33
under 18: 1 over 18: 32	
Number of females arrested	4
under 18: 0 over 18: 4	
Arrests for other authorities	0
Failure to Appear/Violation of Probation Warrant Arrests	30
Above complaints cleared by J.A.B.	6
Complaints cleared by J.A.B. from previous months	5

TRAFFIC

Traffic summonses issued	474
DWI arrests	14
Parking tags issued	87

MISCELLANEOUS

Miscellaneous service	2,472
Incident reports	80
Vehicle accidents	46
Vehicle accidents (fatal)	0
Vehicle stops	481
Police escorts	0
Prisoner meals	0
Mug shots taken	30
Fingerprints taken	47
Persons missing and located	2
Automobiles stolen	2
Automobiles recovered	2
Automobiles recovered for other authorities	1
Record check fees	\$75.00
Photocopy fees	\$4.00
Fingerprint fees	\$0.00
Fines collected	\$75,146.00
Value of property damaged	\$4,200.00
Value of property stolen	\$88,516.44
Value of property recovered	\$85,241.00

Respectfully submitted,



Keith T. Glass
Chief of Police

KTG/as

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

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	3	2	
ALL OTHER OFFENSES	22	18	
ARSON	1	0	
BURGLARY	0	0	
COERCION	0	0	
CRIMINAL MISCHIEF	5	1	
CRIM POSS WEAPON	4	3	
DIS CON/HARASS	12	4	
DRUG OFFENSES	11	0	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	30	30	
FORGERY	0	0	
FRAUD (ID THEFT)	5	1	
LARCENY	23	3	
LEAVING THE SCENE	2	0	
MURDER	0	0	
RAPE	0	0	
ROBBERY	0	0	
SEXUAL OFFENSES	1	0	
SIMPLE ASSAULT	6	6	
STOLEN PROPERTY	1	1	
UNAUTH USE M/V	0	0	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES			0
ARRESTS/CLEAR COMPS. FM PREV MONTHS			0
TOTALS	126	69	
# OF ABOVE COMPLAINTS CLEARED BY JAB			6
# CLEARED BY JAB FROM PREV MONTHS			5

V & T REPORT FOR THE MONTH OF JULY 2022

TRAFFIC INFRACTIONS:

SPEEDING	102
REDLIGHT VIOLATION	9
STOP SIGN VIOLATION	54
NO REGISTRATION	16
NO LICENSE	23
FAULTY EQUIPMENT	33
NO INSPECTION	44
FAILED TO YIELD RIGHT OF WAY	7
SEAT BELT VIOLATION	17
NO INSURANCE	5
LICENSE PLATE VIOLATION	11
IMPROPER TURN	8
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	2
FAILED TO KEEP RIGHT	0
LEAVING SCENE OF INCIDENT	2
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	2
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	0
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	8
UNSAFE BACKING	0
MISCELLANEOUS	60
TOTAL	403

TRAFFIC MISDEMEANORS:

DWI	14
OPERATING WHILE REGIS. SUSPENDED/REVOKED	9
AGGRAVATED UNLICENSED OPER 3RD	32
AGGRAVATED UNLICENSED OPER 2ND	7
RECKLESS DRIVING	1
LEAVING SCENE INJURY ACCIDENT	0
DISPLAY FORGED CERTIFICATE W/O INSPECTION	0
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	0
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	0
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	0
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	2
TOTAL	65

TRAFFIC FELONIES:

AGGRAVATED UNLICENSED OPERATION 1ST	2
AGGRAVATED DWI/CHILD IN VEHICLE	2
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	0
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	1
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	1
TOTAL	6

FINES:

(CITY IMPOSED)

TRAFFIC	\$71,466.00
PENAL LAW	\$250.00
CITY ORDINANCE	\$100.00
BAIL FORFEITURE	\$0.00
PARKING TAGS	\$3,330.00
TOTAL	\$75,146.00

MUG SHOTS: 47

PARKING TAGS: 87

MEAL TICKETS: 66

XXV.2
SEP 06 2022

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	26	335.00
			Sub-Total:	\$335.00
A1550	Minor Sales	Public Pound Fee	2	50.00
			Sub-Total:	\$50.00
A1603	Misc. Fees	Birth Certificates	40	400.00
		Death Certificates	49	490.00
		Deaths Recorded	8	0.00
		Geneology Death	2	44.00
			Sub-Total:	\$934.00
A1980	Minor Sales	City Market	13	1,175.00
			Sub-Total:	\$1,175.00
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Planning - Rezoning	2	200.00
		Terrace Parking App	1	20.00
			Sub-Total:	\$270.00
A2410	Minor Sales	Boathouse 2022	1	969.00
			Sub-Total:	\$969.00
A2501	Permit Fees	Chicken Permits	3	75.00
	Snowplow Permit	Snowplow Permit	1	25.00
			Sub-Total:	\$100.00
A2505	Marriage License Fee	Marriage License Fee	18	315.00
			Sub-Total:	\$315.00
A2506	Conservation	Conservation	21	377.80
			Sub-Total:	\$377.80
A2542	Dog Licensing	Female, Spayed	112	1,008.00
		Female, Unspayed	12	204.00
		Male, Neutered	89	801.00
		Male, Unneutered	8	136.00
		Replacement Tags	1	3.00
			Sub-Total:	\$2,152.00
A2610	Minor Sales	Parking Tickets	26	2,510.00
			Sub-Total:	\$2,510.00

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NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$9,187.80
Amount paid to:	New York State Department of Health			405.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			261.00
Amount paid to:	NYS Environmental Conservation			6,672.20
Total State, County & Local Revenues:		\$16,526.00	Total Non-Local Revenues:	\$7,338.20

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

9/1/22
 Date

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

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

CFO. A.



Established 1876

August 29, 2022

SEP 06 2022

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

Re: Volunteer Firefighter Exemption

Dear Council and Mayor:

The members of Columbia Hook & Ladder Co. No. 1 respectfully request the 25-Year Exemption on the Fire Roll be granted and that the 25-Year Certificate be prepared for-

VALERIE P. KESSINGER

She joined Columbia Hook & Ladder Co. No. 1 of the North Tonawanda Volunteer Fire Department on August 6, 1997, and continues an active role in the fire service.

Sincerely yours,
COLUMBIA HOOK & LADDER CO. No. 1

A handwritten signature in blue ink that reads "David L. Evans".

David L. Evans
Recording Secretary

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2022 AUG 29 AM 10:53
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