

**THE HONORABLE BODY**  
**Council Chambers**  
**Municipal Building**  
**North Tonawanda, New York 14120**  
**Tuesday, March 7, 2017**  
**6:30 P.M.**

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**REGULAR SESSION CALLED TO ORDER BY PRESIDENT ZADZILKA**

**PLEDGE OF ALLEGIANCE**

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**ROLL CALL**

**Present:** President Zadzilka  
Alderman Braun, Berube, Glatz, Pecoraro,

**Absent:** None

**Also Present:** Mayor Arthur G. Pappas  
City Attorney Luke Brown

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**AUDIENCE PARTICIPATION –**

**Austin Tylec 815 Niagara Parkway** – What was the amount that was settled on for the water bill between the City and School District? Can this agreement not be acted upon tonight? Can we wait so the School Board can discuss further.

**Ann Finkle 896 Sun Valley Drive** – The Superintendent does have the power to sign documents before the School Board official approves.

**Sonia Dusza 123 Miller Street** – I feel out of the loop. I was unaware of this water bill issue between the City and the School District, \$150,000 out of \$300,000 being returned to the School District, this does not sound kosher. This is a dog and pony show, the citizens need to be informed. You need to let the people know what is going on, you work for them. We want to be informed, we want to be engaged.

**Bill Paton 260 Oliver Street** – I would like to congratulate the Council on getting this agreement done between the City and School District.

**Alberta Roman 462 Walck Road** – I am happy to be here at this meeting, it is one of my first. I would like to thank Sonia and Austin for speaking on these issues. Thank you.

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**APPROVAL OF THE MINUTES OF THE REGULAR SESSION FEBRUARY 21, 2017**

**MOVED** by Alderman Zadzilka                      **SECONDED** by Braun  
That the minutes of the regular session held February 21, 2017 be approved as circulated and filed in the Office of the City Clerk.  
**CARRIED.**

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**APPROVAL OF THE MINUTES OF THE SPECIAL SESSION FEBRUARY 28, 2017**

**MOVED** by Alderman Pecoraro                      **SECONDED** by Berube  
That the minutes of the special session held February 28, 2017 be approved as circulated and filed in the Office of the City Clerk.  
**CARRIED.**

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**PROOF OF PUBLICATION PUBLISHED FEBRUARY 22, 2017**

**1) Legal Notice – Summary of Bond Resolution for the 2017 Capital Improvements  
Budgets– City Clerk-Treasurer / City Accountant**

**MOVED by Alderman Zadzilka                      SECONDED by Alderman Glatz**  
**That the Common Council hereby receives and files the aforementioned Proof of Publication.**  
**CARRIED.**

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**COMMUNICATIONS FROM CITY OFFICIALS**

**II.1 Attorney**

**February 17, 2017**

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

**RE: Proposed Water Usage Reimbursement Agreement between city of North  
 Tonawanda and North Tonawanda City School District**

**Dear Honorable Body:**

Attached, for your consideration, is a proposed agreement between the City of North Tonawanda and the North Tonawanda City School District for reimbursement for water usage to address discrepancies related to water meters within various school district properties for the period 2005 until 2016.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the agreement on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

**Very truly yours,  
 Luke A. Brown  
 City Attorney**

**MOVED by Alderman Zadzilka                      SECONDED by Alderman Pecoraro**  
**That the Common Council at a regular meeting, held at City Hall, 216 Payne Avenue, North  
 Tonawanda, New York at 6:30 p.m. on March 7, 2017 the following resolution was passed:**

**AGREEMENT**

**THIS AGREEMENT** is made as of the 7th day of March, 2017 (the "Effective Date") by and among the City of North Tonawanda ("City") and the North Tonawanda City School District (the "District") (collectively hereinafter "the Parties").

**WHEREAS**, the District has requested reimbursement of certain payments it has made to the City as a result of a billing discrepancy related to water meters installed within the North Tonawanda High School, the North Tonawanda Middle School, Spruce Elementary School and Ohio Elementary School buildings from approximately 2005 until 2016 (the "Billing Dispute"); and

**WHEREAS**, the Parties are not in complete agreement as to the amount of any overpayment by the District for which the District is entitled to reimbursement relative to the Billing Dispute; and

**WHEREAS**, the Parties to this Agreement deny any responsibility, wrongdoing or liability in connection with the facts and circumstances giving rise to the Billing Dispute, but have nevertheless concluded that it is in their best interests to settle any disagreement they may have regarding the Billing Dispute on the terms set forth herein.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. Beginning with the next quarterly water bill served upon the District by the City following the Effective Date of this Agreement, and continuing for the following fifty-nine (59) quarterly bills, the City will provide the District with a \$2,500 credit against current charges, for a total credit of \$150,000, to be applied against the District's usage during the term of this Agreement, which total credit shall constitute the total settlement amount ("Settlement Amount").
2. Following full payment of the Settlement Amount in the manor set forth in Paragraph 1 above, the District shall execute and deliver to the City a Release to be prepared by the City and in a form mutually acceptable to the Parties.
3. Neither the entry into this Agreement nor the payment of the Settlement Amount shall constitute an admission of any liability or wrongdoing by any of the Parties; the Parties expressly deny the validity of any asserted claims or defenses relating to the Billing Dispute referenced above.
4. In the event of an asserted breach of this Agreement, the party aggrieved by such asserted breach shall provide written notice to the other party of that asserted breach and provide that party with ten days within which to cure the asserted breach.
5. Each signatory to this Agreement represents and warrants that he or she is authorized to sign on behalf of the Party for whom he or she signs and that this Agreement was duly authorized by the governing body of said Party.
6. This Agreement shall be governed and construed in accordance with the laws of the State of New York.
7. This Agreement represents the entire agreement between the Parties and may be modified only in a writing executed by the Parties.
8. This Agreement is binding upon and inures to the benefit of the officers, directors, successors, agents and assigns of each of the Parties.
9. This Agreement may be executed in counterparts each of which when taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on March 7, 2017.

**Subject to further review by the City Attorney.**

**Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)**  
**Nays: None (0)**  
**CARRIED.**

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**II.2 Attorney**

**February 28, 2017**

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

**RE: Proposed Lease Agreement between City of North Tonawanda and Entercom  
 Buffalo, LLC for a Gratwick Park Event – July 29, 2017**

**Dear Honorable Body:**

Attached, for your consideration, is a proposed agreement between the City of North Tonawanda and Entercom Buffalo, LLC for the lease of a portion of Gratwick Park, on July 29, 2017, for a craft beer and wine tasting event. The event will run from 8:00 AM until 10:00 PM, and the lessee shall tender \$300.00 as rental for the day. KAD Vending, Inc. will be the parking vendor for the event.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the agreement on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

Very truly yours,  
 Luke A. Brown  
 City Attorney

**MOVED** by Alderman Pecoraro                      **SECONDED** by Alderman Berube  
 That the Common Council hereby grants permission to Entercom Buffalo, LLC to lease a portion of Gratwick Park on July 29, 2017 from 8 AM to 10 PM for \$300.00 for the day and authorizes the Mayor to sign said agreement, subject to review by the City Attorney.  
 Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)  
 Nays: None (0)  
**CARRIED.**

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### II.3 Attorney

February 28, 2017

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

**RE: Memorandum of Agreement between City of North Tonawanda and North Tonawanda Professional Firefighters Association, IAFF Local 1333 In Full Settlement of PERB Cases No. A2016-186 and No. U-35489**

Dear Honorable Body:

Attached is a proposed Memorandum of Agreement in full settlement of PERB cases A2016-186 and U-35489, between the City of North Tonawanda and the North Tonawanda Professional Firefighters Association, IAFF Local 1333.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the Memorandum of Agreement on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

Very truly yours,  
 Luke A. Brown  
 City Attorney

**MOVED** by Alderman Zadzilka                      **SECONDED** by Alderman Braun  
 That the Common Council hereby approves the Memorandum of Agreement between City of North Tonawanda and North Tonawanda Professional Firefighters Association, IAFF Local 1333 In Full Settlement of PERB Cases No. A2016-186 and No. U-35489 as follows:

**MEMORANDUM OF AGREEMENT**

**City of North Tonawanda, New York  
 and  
 North Tonawanda Professional Firefighters Assoc., IAFF Local 1333**

**WHEREAS**, the North Tonawanda Professional Firefighters Association, IAFF Local 1333 ("Local 1333"), and the City of North Tonawanda ("City") are parties to a Collective Bargaining Agreement which provides, *inter alia*, for the provision of certain health insurance benefits to members of Local 1333 under Article 12 of the parties Collective Bargaining Agreement ("CBA"), and

**WHEREAS**, Local 1333 has filed a class action grievance against the City of North Tonawanda, PERB No. A2016-186, alleging a violation of the parties' CBA in the provision of health insurance coverage to newly hired firefighters; and

**WHEREAS**, Local 1333 has also filed an improper practice charge with the New York State Public Employment Relations Board against the City regarding the discontinuation of issuing separate checks to the members of Local 1333 for longevity, holiday pay, and other "additional earnings", PERB No. U-35489; and

**WHEREAS**, the parties wish to settle these matters in furtherance of harmonious labor relations and in contemplation of the costs to the parties in litigating these matters;

**IT IS NOW THEREFORE AGREED:**

1. The City agrees that it shall provide health insurance benefits to North Tonawanda Firefighters pursuant to Article 12 of the CBA, and that such benefits shall become effective for each firefighter commencing the first day of the month following the date of hire.
2. Firefighters who do not have health insurance during the interim period between their hire date and insurance coverage with the City becoming effective shall be given the option of purchasing, at their own expense, health insurance under the group plan provided in the CBA, and such cost shall be prorated, whenever possible.
3. The City agrees to immediately reinstate the practice of issuing separate checks for longevity, as well as for all "additional earnings" (ie. holiday pay, etc.), and that it will not suspend such practice again without prior negotiation with Local 1333.
4. Upon execution of this MOA, Local 1333 will withdraw, with prejudice, PERB No. A2016-186 and PERB No. U-35489.
5. This agreement shall be incorporated into the Collective Bargaining Agreement.

**Subject to further review by the City Attorney.**

<b>Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka</b>	<b>(5)</b>
<b>Nays: None</b>	<b>(0)</b>
<b>CARRIED.</b>	

**II.4 Attorney**

February 28, 2017

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

**RE: Memorandum of Agreement between City of North Tonawanda and North  
Tonawanda Police Benevolent Association to Amend Section 7.3 of the Current  
Collective Bargaining Agreement**

**Dear Honorable Body:**

Attached is a proposed Memorandum of Agreement to amend the current collective bargaining agreement between the City of North Tonawanda and the North Tonawanda Police Benevolent Association, Section 7.3 Shift Assignments.

The current CBA indicates that the officer assigned to the north car shall begin and end his/her shift one (1) hour later than the regular shift, as assigned by the shift lieutenant. This proposed MOA would modify the shift of the north car to begin and end his/her shift one (1) hour earlier than the regular shift, on a 6-month trial basis, in order to facilitate a smoother shift change.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the Memorandum of Agreement on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

Very truly yours,  
**Luke A. Brown**  
City Attorney

**MOVED by Alderman Pecoraro**

**SECONDED by Alderman Braun**

**That the Common Council hereby approves the Memorandum of Agreement between City of North Tonawanda and North Tonawanda Police Benevolent Association to Amend Section 7.3 of the Current Collective Bargaining Agreement as follows:**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF NORTH TONAWANDA  
&  
NORTH TONAWANDA POLICE BENEVOLENT ASSOCIATION**

The City and the PBA agree to amend section 7.3 to take effect March 15, 2017 for a period of 6 months, at which time either party can chose to go back to the original language. The new language will replace late car with early car as follows:

**7.3 Shift Assignments**

7.31 For purposes of this section the work year shall be considered the calendar year of January 1st through December 31<sup>st</sup>. The hours of work for uniform patrol Officers and their supervisors shall be three permanent shifts as follows:

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

11:00 p.m. to 7:00 a.m.

As assigned by the Lieutenant, on each shift the officer assigned to the north car shall begin their shift one (1) hour earlier and shall therefore end their shift one (1) hour earlier.

All other terms and conditions and provisions of the Agreement will remain in full force and effect except for those either added, deleted or modified by the terms and conditions of this Memorandum or Agreement.

**IN WITNESS WHEREOF**, the duly-authorized representatives of the parties have signed their names to this Memorandum of Agreement indicating their acceptance of said terms this 28th day of February, 2017.

**Subject to further review by the City Attorney.**

**Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka**

**(5)**

**Nays: None**

**(0)**

**CARRIED.**

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**II.5 Attorney**

March 1, 2017

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

**RE: Memorandum of Agreement between City of North Tonawanda and  
American Federation of State, County and Municipal Employees (AFSCME)  
Council 66, Local 515-A**

**Dear Honorable Body:**

Attached is a proposed Memorandum of Agreement between the City of North Tonawanda and the American Federation of State, County and Municipal Employees (AFSCME) Council 66, Local 515-A, to clarify Sections 6.3 (d) and 6.16 of the current collective bargaining agreement, which was finalized in 2016.

Should your Honorable Body concur, please pass a resolution authorizing the Mayor to execute the Memorandum of Agreement on behalf of the City of North Tonawanda, subject to any further review by the City Attorney.

Very truly yours,  
Luke A. Brown  
City Attorney

**MOVED** by Alderman **Zadzilka**                      **SECONDED** by Alderman **Berube**  
**That the Common Council hereby approves the proposed Memorandum of Agreement between City of North Tonawanda and American Federation of State, County and Municipal Employees (AFSCME) Council 66, Local 515-A to clarify Sections 6.3 (d) and 6.16 of the current collective bargaining agreement, which was finalized in 2016 as follows:**

**CITY OF NORTH TONAWANDA**

**MEMORANDUM OF AGREEMENT**

The parties to This Memorandum of Agreement are the City of North Tonawanda, New York (referred to herein as "Employer") and the New York State Council No. 66 of the American Federation of State, County and Municipal Employees Union and its affiliated Local Union No. 515A (referred to herein as "Union").

The following clarifications of the recently negotiated Collective Bargaining Agreement (referred to herein as "CBA") covering the term of January 1, 2016 to December 31, 2021, are agreed to between the Employer and Union, are as follows:

1. Effective November 11, 2016, and every year thereafter (and until a successor CBA is negotiated), the following is agreed to clarify language of section 6.3(d) and section 6.16. as stated as follows:

It is agreed that the language in section 6.3(d) is intended to not have employees work more than 16 hours continuous in a safety sensitive position without a 4-hour rest period. It was not intended to conflict with section 6.16. When an employee reaches 16 continuous hours during the course of their regular shift, that employee may not work in a safety sensitive job unless the employee and the employer agree that the employee is fit to continue to work that job. If the employee is not able to complete their regular shift in a safety sensitive position, the employee will not be sent home but will work in a non-safety sensitive position irrespective of seniority.

All other terms and conditions and provisions of the CBA will remain in full force and effect except those either added, deleted or modified by the terms and conditions of this Memorandum of Agreement.

**IN WITNESS WHEREOF**, the duly-authorized representatives of the parties have signed their names to this Memorandum of Agreement indicating their acceptance of said terms this 7th day of March, 2017.

**Subject to further review by the City Attorney.**

**Ayes:** Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)  
**Nays:** None (0)  
**CARRIED.**

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**III.1 Clerk-Treasurer**

**Date:** March 6, 2017  
**To:** Mayor/Common Council  
**From:** Daniel R. Quinn - City Clerk/Treasurer

**Subject:** Standard Work Day and Reporting Resolution – 2017

**New Regulation 315.4 outlines additional reporting requirements for elected or appointed officials and more clearly defines the process for reporting time worked by those officials.**

**This regulation became effective August 12, 2009.**

**I offer the following resolution for your consideration:**

**BE IT RESOLVED**, that the City of North Tonawanda hereby establishes the following as standard work days for elected and appointed officials and will report (see attached) the following days worked to the New York State and Local Employees' Retirement System

based on the record of activities maintained and submitted by these Officials to the Clerk of this body.

Sincerely,  
Daniel R. Quinn  
City Clerk-Treasurer

MOVED by Alderman Zadzilka                      SECONDED by Alderman Braun  
BE IT RESOLVED, that the City of North Tonawanda hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these Officials to the Clerk of this body:

2017 Elected/ Appointed Work Schedule City of North Tonawanda New York

ELECTED OFFICIALS:

<u>TITLE</u>	<u>NAME</u>	<u>STANDARD WORKDAY</u>	<u>TERM BEGINS/ENDS</u>	<u>PARTICIPATES IN TIME KEEPING</u>	<u>DAY/MONTH</u>
Mayor	Arthur G. Pappas	7	1/01/16 – 12/31/17	N	20
Clerk-Treasurer	Daniel R. Quinn	7	1/01/16 – 12/31/19	Y	20
Attorney	Luke Brown	7	1/01/16 – 12/31/17	Y	20
2 <sup>nd</sup> Ward Alderwoman	Donna Braun	6	1/01/16 – 12/31/17	Y	20
Alderman at Large	Robert E. Pecoraro	6	1/01/16 – 12/31/19	Y	20
Alderwoman at Large	Jeffrey M. Glatz	6	2/01/17 – 12/31/17	N	20
3 <sup>rd</sup> Ward Alderman	Eric Zadzilka	6	1/01/16 – 12/31/17	N	20
1 <sup>st</sup> Ward Alderman	Mark Berube	6	2/01/17 – 12/31/17	N	20

APPOINTED OFFICIALS

Adm. Assistant Mayor's Office	Peter Drossos	7	4/04/16 – 12/31/17	Y	20
Mayor's Secretary	Ashlee Rydzewski	7	1/01/16 – 12/31/17	Y	20
Asst. City Attorney	Nicholas B. Robinson	6	2/07/17 – 12/31/17	Y	20

Daniel R. Quinn  
City Clerk-Treasurer

Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)  
Nays: None (0)  
CARRIED

III.2 Clerk-Treasurer

February 16, 2017

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

RE: Adoption Resolution Adopting Niagara County NY Hazard Mitigation Plan

Honorable Mayor and Common Council:

RESOLUTION

WHEREAS, City of North Tonawanda, with the assistance from Witt O'Brien's, has gathered information and prepared the Niagara County NY Hazard Mitigation Plan; and

WHEREAS, The Niagara County NY Hazard Mitigation Plan has been prepared in accordance



with the Disaster Mitigation act of 2000; and

**WHEREAS**, The City of North Tonawanda NY is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

**WHEREAS**, The city of North Tonawanda NY have reviewed the Plan and affirms that the Plan will be updated no less than every five years;

**NOW THEREFORE, BE IT RESOLVED** by the Common council that the City of North Tonawanda NY adopts the Niagara County NY Hazard Mitigation Plan as jurisdiction’s Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

**ADOPTED** this 7<sup>th</sup> day of March, 2017 at the meeting of the Common Council.

**Arthur G. Pappas**  
Mayor

**Daniel R. Quinn**  
City Clerk-Treasurer

**MOVED** by Alderman Pecoraro                      **SECONDED** by Alderman Glatz  
**That the Common Council at a regular meeting, held at City Hall, 216 Payne Avenue, North Tonawanda, New York at 6:30 p.m. on March 7, 2017 the following resolution was passed:**

**RESOLUTION**

**WHEREAS**, City of North Tonawanda, with the assistance from Witt O’Brien’s, has gathered information and prepared the Niagara County NY Hazard Mitigation Plan; and

**WHEREAS**, The Niagara County NY Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation act of 2000; and

**WHEREAS**, The City of North Tonawanda NY is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

**WHEREAS**, The city of North Tonawanda NY have reviewed the Plan and affirms that the Plan will be updated no less than every five years;

**NOW THEREFORE, BE IT RESOLVED** by the Common council that the City of North Tonawanda NY adopts the Niagara County NY Hazard Mitigation Plan as jurisdiction’s Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

**ADOPTED** this 7<sup>th</sup> day of March, 2017 at the meeting of the Common Council.

**Subject to further review by the City Attorney.**

**Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka** (5)

**Nays: None** (0)

**CARRIED.**

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**VII.1 Accountant**

**March 2, 2017**

**Honorable Arthur G. Pappas, Mayor  
and Common Council  
City Hall / 216 Payne Avenue  
North Tonawanda, NY 14120**

**Dear Honorable Body:**

**In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an**

Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment the current Warrant of Claims for Common Council audit, dated March 7, 2017, further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Very truly yours,  
Mark W. Dotterweich  
City Accountant

MOVED by Alderman Zadzilka                      SECONDED by Alderman Pecoraro  
That the Common Council hereby authorizes for payment the current Abstract of Claims for Common Council Audit dated March 7, 2017 and further authorizes the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant:

01	General Fund	\$663,956.30
02	Water Fund	47,676.30
04	Sewer Fund	94,262.51
06	Capital Project Fund	56,452.97
07	Trust & Agency	219.81
85	Housing Rehabilitation	<u>15,775.00</u>
00	Final Total	\$ <u>878,342.89</u>

Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)  
Nays: None (0)  
CARRIED.

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XVII. Traffic Safety

January 17, 2017

Daniel R. Quinn  
City Clerk/ Treasurer  
216 Payne Avenue  
North Tonawanda, NY 14120

Traffic Safety Minutes:

The February 2017 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1900 hours. Roll call showed the following members present: R. Frank, M. Lemke, E. Smolinski, and J. Sikora. The minutes from the previous meeting were read and accepted. The following new requests were discussed and recommendations made.

1. Request for placement of a handicapped parking spot, in the street, in the area of 25 First Avenue was discussed. The Committee does not recommend placement of parallel handicapped parking spots in the street and has denied recommending them in the past. Additionally, parking would not be permitted overnight during the winter parking ban. After the discussion the Committee agreed to not recommend placement of the handicapped parking spot.
2. An application for a Terrace Parking Permit was received from 155 Wheatfield Street. The Committee approves this request with the stipulation this permit is for noncommercial passenger vehicles only!
3. NTPD reported on truck traffic along 9<sup>th</sup> Avenue / Walk Road. Some truck traffic has been seen along this section of road. The area will continue to be watched and tickets issued when necessary.

Meeting adjourned at 2015 hours.

Travel Safely,  
Joseph D. Sikora  
Chairman

MOVED by Alderman Braun                      SECONDED by Alderman Berube  
That the Common Council hereby approves requests #2 of Traffic Safety recommendations  
from their February 2017 meeting minutes.

Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka                      (5)

Nays: None                      (0)

CARRIED.

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## XXV. Monthly Reports

### .1 Clerk-Treasurer

MOVED by Alderman Zadzilka                      SECONDED by Alderman Pecoraro  
That the Common Council hereby, approves the aforementioned Monthly Reports.  
CARRIED.

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## COMMUNICATIONS FROM OTHERS

A.

Theodore J. Pyrak  
Attorney at Law

February 21, 2017

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

RE: Commissioner of Deeds

Gentlemen:

This letter is to request that the following persons, who work in my office, be approved to act  
as Commissioner of Deeds with their term ending, December 31st, 2019:

Mary Ann Pyrak – 45 Grant Road, Snyder, NY 14226  
Donna J. Vaccaro – 119 Greeley Street, Buffalo, NY 14207  
Phillip A. Pyrak – 12 Grant Road, Snyder, NY 14226

Very truly yours,  
Theodore J. Pyrak

MOVED by Alderman Zadzilka                      SECONDED by Alderman Braun  
That the Common Council hereby grants permission for the following to be Commissioner  
of Deeds for the City of North Tonawanda effective March 8, 2017 and expiring March 7,  
2019:

Mary Ann Pyrak – 45 Grant Road, Snyder, NY 14226  
Donna J. Vaccaro – 119 Greeley Street, Buffalo, NY 14207  
Phillip A. Pyrak – 12 Grant Road, Snyder, NY 14226

Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka                      (5)

Nays: None                      (0)

CARRIED.

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B.  
Glory Be to Kids

February 1, 2017

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

Dear Member of the North Tonawanda City Council,

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

- Pinewoods Park for the softball tournament draw on July 12, 2017
- Pinewoods Park for the 5K/Chowder Challenge on September 30, 2017

With the continued support of the City of North Tonawanda, Glory Be to Kids would hope to achieve a goal of \$35,000 for the Matthew Foster Foundation. The Matthew Foster Foundation assists families with children battling cancer.

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

Sincerely,  
Debra Goldpenny  
Board Member

**MOVED** by Alderman Pecoraro      **SECONDED** by Alderman Braun  
That the Common Council hereby directs the Recreation Department to waive the usage fees for Pinewoods Parks for July 12, 2017 and September 30, 2017 to Glory Be to Kids for their scheduled activities.

Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)

Nays: None (0)

**CARRIED.**

C.  
Steve Harrington

February 21, 2017

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

Honorable Council Members:

The Erie Canal would like permission to erect 2, over the road banners to help promote our upcoming fishing derby. The dates for our fishing derby are July 5<sup>th</sup> – July 16<sup>th</sup> 2017.

The location of the banners are Payne Avenue near Hewitt Street and Oliver Street near Second Avenue.

We would like the banners erected starting June 19<sup>th</sup> through July 17<sup>th</sup> 2017.

Going on our 27<sup>th</sup> year of promoting this event, we again thank the City of North Tonawanda for their help over the years for making this fishing derby fun and exciting for everyone.

Sincerely,  
Steve Harrington

**MOVED** by Alderman Zadzilka      **SECONDED** by Alderman Berube  
That the Common Council hereby grants permission for the Erie Canal Fishing Derby to

hang banners across Payne Avenue near Hewitt Street and Oliver Street near Second Avenue. Starting June 19, 2017 through July 17, 2017 to promote the upcoming fishing derby.

Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)

Nays: None (0)

CARRIED.

D.

Arthur G. Pappas &  
Ashlee Rydzewski

March 1, 2017

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

Dear Honorable Body:

We are requesting to be reappointed as a Commissioner of Deeds for the City of North Tonawanda.

Ashlee Rydzewski 345 Drake Drive, North Tonawanda, NY 14120  
Arthur G. Pappas, 1417 Forbes Street, North Tonawanda, NY 14120

Thank you

MOVED by Alderman Pecoraro                      SECONDED by Alderman Zadzilka  
That the Common Council hereby grants permission for the following to be Commissioner of Deeds for the City of North Tonawanda effective March 8, 2017 and expiring March 7, 2019:

Ashlee Rydzewski 345 Drake Drive, North Tonawanda, NY 14120  
Arthur G. Pappas, 1417 Forbes Street, North Tonawanda, NY 14120

Ayes: Alderman Braun, Berube, Glatz, Pecoraro, Zadzilka (5)

Nays: None (0)

CARRIED.

#### AUDIENCE PARTICIPATION

Ann Finkle 896 Sun Valley Drive – Are those the correct addresses for Mary Ann and Phillip Pyrak?

Sue Wilke 329 Miller Street – I have three questions, the first one is, Cathy Schwandt does not work on the Council anymore? The second question is how many calls does our police answer at our local Walmart? Can you also give me what is the percent of North Tonawanda residents working at Walmart? Last question is that does CSX have tracks that go through our City and do they drive at a fast rate of speed sometimes carrying hazardous materials? It is a potential risk and you have to have them drive slower.

Dave Fingerlow 32 Seventh Avenue – I would like to invite Alderman Berube, Glatz and Braun to my house so I can explain the issues we are having with terrace parking.

Sonia Dusza 123 Miller Street – Alderman Berube, when you were on the Planning Board do you remember when Stewart Brown said tonight we are going to talk about illegal zoning ordinance non-conforming. We have a problem in North Tonawanda and he pointed it out. There is a difference between non-conforming use variance and illegal non-conforming use. In North Tonawanda we have had for year's issues with illegal non-conforming use going on. Has the City ever said that we need to address the issue that Stewart Brown brought up? Here is the issue if we want to be taken seriously we need to do things right and legally. The City will be protected and so will the residents.

Austin Tylec 815 Niagara Parkway – Did Walmart get a PIOLET tax agreement; did they give the City a Fire Truck? I am only concerned that the School stays strong and viable. I just want the City and School District to work together.

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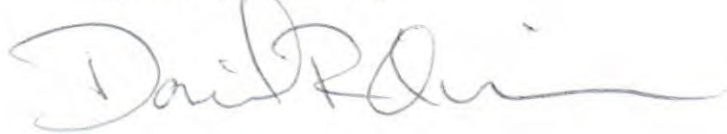
**ADJOURNMENT**

**MOVED** by Alderman Pecoraro                      **SECONDED** by Alderman Braun  
**That this regular session of the Common Council be and hereby is adjourned.**  
**CARRIED**

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**Time of Adjournment: 7:35 P.M.**

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Dan Quinn", written in black ink.

**Daniel R. Quinn**  
**City Clerk-Treasurer**