

**THE HONORABLE BODY**  
**Council Chambers**  
**Municipal Building**  
**North Tonawanda, New York 14120**  
**Tuesday, May 15, 2018**  
**6:42 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, Pecoraro, Tylec**

**Absent: None**

**Also Present: Mayor Arthur G. Pappas**  
**Assistant City Attorney Nick Robinson**

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**AUDIENCE PARTICIPATION**

**Carl Bauer 1066 East Robinson Street** – I would like to thank the City, Council, School District, Sportsplex and Twin City Outreach. I would also like to thank Mia Summerson for continuing to cover this story.

**Barbara Barrett 780 Castlebar** – I am one of the volunteers and I would like to thank the City.

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**APPROVAL OF THE MINUTES OF THE REGULAR SESSION MAY 1, 2018**

**MOVED** by Alderman Tylec                      **SECONDED** by Alderman Zadzilka  
**That the minutes of the regular session meeting held May 1, 2018 be approved as circulated and filed in the Office of the City Clerk.**  
**CARRIED.**

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**PROOF OF PUBLICATION PUBLISHED APRIL 28, 2018**

- 1) Legal Notice – Request for Proposals- Seeking Businesses Interested in Establishing a Commercial Operation Space on the Erie Canal Docks – City Clerk-Treasurer

**PROOF OF PUBLICATION PUBLISHED APRIL 30, 2018**

- 1) Legal Notice – Completion of the 2018 Tentative Assessment Roll – City Assessor

**PROOF OF PUBLICATION PUBLISHED MAY 2, 2018**

- 1) Legal Notice – Request for Proposals – Qualified Engineering Firms to Provide Services in Conducting a Feasibility Study of the City’s Memorial Pool – City Engineer

**MOVED** by Alderman Pecoraro                      **SECONDED** by Alderman Braun  
**That the Common Council hereby receives and files the aforementioned Proof of Publications.**  
**CARRIED.**

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**COMMUNICATIONS FROM CITY OFFICIALS**

**III.1 Clerk-Treasurer**

May 7, 2018

Honorable Mayor  
And Common Council  
216 Payne Avenue / City Hall  
North Tonawanda, NY 14120

Dear Honorable Mayor and Common Council:

Please be advised that I have received payment in full for back City, School and County taxes per their tax agreement with the City, for the following parcel:

182.79-2-38                      315 Falconer Street                      Alan Henderson

Therefore, please pass the necessary resolution withdrawing this parcel from the appropriate In Rem foreclosure proceeding.

Very truly yours,  
Daniel R. Quinn  
City Clerk-Treasurer

MOVED by Alderman Tylec                      SECONDED by Alderman Pecoraro  
That the Common Council hereby approves the removal of the following parcel:

182.79-2-38                      315 Falconer Street                      Alan Henderson

From the appropriate In Rem foreclosure proceeding for payment in full of City, School, and County taxes. Subject to review by the City Attorney.

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

Nays: None (0)

CARRIED.

**III.2 Clerk-Treasurer**

May 10, 2018

Honorable Mayor and  
Common Council  
216 Payne Avenue/ City Hall  
North Tonawanda, NY 14120

Re: Ridge Road Agreement

Dear Common Council:

I am requesting that you approve the agreement between the City of North Tonawanda, North Tonawanda City School District, Sportsplex, Inc., and Twin Cities Community Outreach, Inc., regarding the repairing and paving of Ridge Road pending final City Attorney review.

Regards,  
Daniel R. Quinn  
City Clerk-Treasurer

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 May 15, 2018, an Agreement between the City of North Tonawanda, the North Tonawanda City School District, Sportsplex Inc. and Twin Cities Community Outreach Inc. was passed and reads as follows:



The purpose of this letter (this "Agreement") is to memorialize the agreement among **NORTH TONAWANDA CITY SCHOOL DISTRICT**, a New York municipal corporation organized and existing under the Education Law of the State of New York with offices at 175 Humphrey Street, North Tonawanda, NY 14120 (the "School District"), the **CITY OF NORTH TONAWANDA**, a New York municipal corporation with offices at 216 Payne Avenue, North Tonawanda, NY 14120 (the "City"), **SPORTSPLEX INC.**, a New York corporation with offices at 90 Ridge Road, North Tonawanda, NY 14120 ("Sportsplex"), and **TWIN CITIES COMMUNITY OUTREACH INC.**, a New York not-for-profit corporation with offices at 100 Ridge Road, North Tonawanda, NY 14120 ("Twin Cities") regarding the repair and repaving of portions of the 50 feet wide strip of land improved by a private access road which is shown crosshatched and labeled "50 WIDE EASEMENT" on the Property sketch attached hereto as **Exhibit "A"** (the "Roadway").

The School District, as owner of the real property known a 98 Ridge Street, North Tonawanda, New York (Tax Parcel No. 182.05-2-9.112) and the real property commonly known as 110 Ridge Street, North Tonawanda, New York (Tax Parcel No. 182.05-2-9.2). Sportsplex, as owner of the real property known as 90 Ridge Street, North Tonawanda, New York (Tax Parcel No. 182.05-2-9.12), and Twin Cities, as owner of the real property known as 100 Ridge Street, North Tonawanda, New York (Tax Parcel No. 182.5-2-9.111), each use the Roadway for ingress and egress to and from their respective properties, and portions of the Roadway are in need of repaving.

The School District, Sportsplex, and Twin Cities (collectively, the "Property Owners") and the City wish to arrange for the repaving of certain portions of the Roadway, in the manner and on the terms and conditions set forth below.

1. The Project. The City hereby agrees to perform the repaving work more particularly described in the letter from the City Department of Public Works dated April 4, 2018 and attachments, copies of which are attached hereto as **Exhibit "B"** (collectively, the "City Work Letter"), as supplemented by this Agreement, and any work reasonably inferable therefrom (the "Work"), in connection with the Roadway, in accordance with the terms, covenants, and conditions of this Agreement.

2. Specifications and Requirements. The City, in performing the Work, shall comply with the specifications and requirements described in the City Work Letter and in accordance with applicable City ordinances, codes, and other requirements (hereinafter referred to collectively as the "City Specifications and Requirements").

3. Permits and Licenses. The City shall obtain, at its expense, any necessary permits, licenses, approvals for the Work.

4. Contingency for Board of Education Approval. This Agreement is contingent upon and shall not become effective unless and until it is approved by the School District's Board of Education ("Board of Education Approval").

5. Commencement and Completion of Work. The City shall obtain any necessary permits, and shall commence the Work within fifteen (15) days after the School District notifies the City that the Board of Education Approval (as hereinafter defined) has been granted (the "Commencement Date"). The City shall substantially complete all of the Work within thirty (30) days after the Commencement Date (the "Completion Date"), unless prevented from doing by any act or neglect of any of the Property Owners, or other circumstances beyond the control of the City.

6. Labor, Materials and Equipment. Subject to the Property Owner's obligations described below to compensate the City for all costs of the labor and materials required in connection with the Work, the City shall provide all labor, materials and equipment necessary for the Work, and will perform the Work in good workmanlike manner in accordance with all City Specifications and Requirements.

7. Cost of Materials. Sportsplex and Twin Cities shall be responsible for paying the full **\$11,575.08** cost of the materials required for the Work, as described in the City Work Letter, to the City, in advance, before the Commencement Date of the Work, as follows:

- (a) Sportsplex contribution: \$6,575.08
- (b) Twin Cities contribution: \$5,000.00
- Total \$11,575.08



8. Cost of Labor. The School District shall be responsible for paying the full **\$5,109.40** cost of the labor required for the Work, as described in the City Work Letter, upon completion of the Work, by transferring to the City the title to a used school bus (the "School Bus"), which is more particularly described below, and which has an estimated current market value that is roughly equivalent to such labor cost:

Bus 90  
Year 2008  
Make/model Ford E-350  
VIN – 1FD3E35P68DB23596.

Title to the School Bus shall be transferred by the School District to the City by Bill of Sale upon completion of the Work, and the City shall accept the School Bus in its "AS IS" condition, without any representations or warranties by the School District as to the condition of the School Bus.

9. Site Supervision. During the performance of the Work, the City shall keep a competent superintendent at the project site, and the City shall be solely responsible for taking such steps as are reasonably necessary to ensure public safety during the performance of the Work.

10. Insurance. Prior to commencing the Work, City shall, at its sole cost and expense, provide the School District, Sportsplex, and Twin Cities with a certificate of liability insurance protecting and indemnifying the City and each of the Property Owners against personal injury, death, and property damage arising in connection with the Work, with limits of not less than \$2 million per occurrence and \$4 million in the aggregate. The School District, Sportsplex, and Twin Cities shall each be named as certificate holders and as additional insureds on such certificate of liability insurance.

11. Indemnification. The City shall at all times defend, indemnify and hold the Property Owners (and each of them) harmless from and against any and all claims, demands and actions and all related costs and expenses (including attorneys' fees), damages, losses, injury and liabilities of every kind and nature however caused, for personal injuries, death and/or property damage arising out of or resulting from the Work, the City's activities on or about the project site, or any act or failure to act by the City, regardless of whether such Claims are asserted by the Property Owners (or any of them), the City, third parties, or their respective agents, contractors, employees, invitees, or licensees. Termination of this Agreement shall not affect the continuing obligation of the City as an indemnitor for any claim, demand, action, etc. referred to in this section which relates to or arose out of an act or omission which took place prior to the termination of this Agreement. If any provision of this indemnification is held by a court to be invalid or void, the remaining portions shall survive.

12. Change Orders. No change orders or change directives which change the scope of the Work or increase the cost of labor or cost of materials shall be effective unless signed by the City, the School District, Sportsplex, and Twin Cities.

13. Default. If the City defaults or persistently fails or neglects to carry out the Work in accordance with this Agreement, or otherwise fails to comply with the terms, covenants and provisions of this Agreement, the Property Owners, after (7) days' written notice to the City, and without prejudice to any other remedy such Property Owners may have, may terminate this Agreement by written notice to the City.

14. Miscellaneous.

(a) Entire Agreement. This Agreement, including the attachments and any other materials referred to therein, constitutes the entire Agreement by and among the City, the School District, Sportsplex, and Twin Cities relating to the proposed Work, and is intended to supersede any prior Agreements among the parties with respect to the same.

(b) Modification. This Agreement shall not be amended or supplemented except by a written instrument signed by the City, the School District, Sportsplex, and Twin Cities.

(c) Authority. By executing this Agreement, the individuals executing this Agreement hereby represent and warrant that they have the authority to bind the party on whose behalf such individual has executed.

(d) Counterparts and Electronic Delivery. This Agreement may be executed in counterparts, and may be executed and delivered by facsimile or e-mail transmission.



Facsimile or e-mail copies of the fully executed Agreement shall have the same force and effect as originals and the same admissibility in evidence as an Agreement containing an original signature. The parties hereby waive any objection to the contrary.

**This will be a onetime City Assistance for said improvements, subject to further review by the City Attorney.**

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

**Nays: None (0)**

**CARRIED.**

**IV1. Engineer**

**May 9, 2018**

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

**Re: Main Street Green Infrastructure Proposals**

**Dear Honorable Body:**

As you are aware, it was announced in October 2017 that the City of North Tonawanda will be the recipient of \$2,500,000 from the New York State Smart Growth Community Fund. This program is intended to support Smart Growth public investments that make downtown communities more pedestrian friendly, accessible, attractive, and dynamic in order to attract new development, support, existing businesses and services, and improve the quality of life for downtown residents. In December 2017, the City also received \$353,000 from the New York State Department of Environmental Conservation to make green infrastructure improvements to the Main Street corridor from Island Street to Thompson Street.

Green infrastructure improvements to this stretch of Main Street include structural soils and street trees, reduction in pavement width to lower impervious area, and installation of permeable pavement. Additionally, relocation of overhead utilities, and the addition of street lighting and other aesthetic improvements will also be implemented to enhance the look of this Main Street corridor.

To complete the Main Street Green Infrastructure Improvements Project, the City intends to procure the services of a professional engineering firm. This firm's responsibilities will include a public engagement process to solicit ideas and input for North Tonawanda's residents, design of the identified improvements and implementation assistance through the construction and installation stages.

A request for proposals was issued in April 2018 and the City received three proposals from professional firms. A review committee was convened with representation from City Engineering, Community Development, Lumber City Development Corporation, and Department of Public Works, to review the proposals and provide a recommendation to the Council.

Upon review the committee is recommending the City select the proposal submitted by Erdman Anthony (EA). EA is a local firm with experience in engineering design and green infrastructure improvements. EA is partnering with Joy Kuebler Landscape Architect, PC, a North Tonawanda design firm, to fulfill the projects MWBE goals. The review committee felt the team assembled by Erdman Anthony demonstrated the experience, creativity, and capacity to complete this project for the City at a reasonable fee.

I am hereby requesting this honorable body consider selecting Erdman Anthony to complete the Main Street Green Infrastructure Improvements Project and authorize the Mayor to sign a contract with Erdman Anthony, pending review and approval by the City Attorney, for the proposed fee of \$121,630.00.

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

05-15-2018



Very truly yours,  
Dale W. Marshall, P.E.  
City Engineer

MOVED by Alderman Zadzilka                      SECONDED by Alderman Berube  
That the Common Council hereby approves of Erdman Anthony to complete the Main Street Green Infrastructure Improvements Project at their proposed fee of \$121,630.00, and authorizes the Mayor to sign said contract, subject to review by the City Attorney.

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

Nays: None (0)

CARRIED.

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#### IV.2 Engineer

May 9, 2018

Honorable Arthur G. Pappas, Mayor  
And Common Council Members  
City Hall  
North Tonawanda, NY 14120

Re: 2017 Draft Annual Stormwater Report

Honorable Body:

The City of North Tonawanda, in partnership with Western New York Stormwater Coalition, would like to invite the public to review and comment its draft 2017 Annual Stormwater Report in an effort to increase public awareness and encourage involvement with stormwater pollution prevention.

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

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

Very truly yours,  
Dale W. Marshall, P.E.  
City Engineer

MOVED by Alderman Pecoraro                      SECONDED by Alderman Braun  
That the Common Council hereby receives and files the Draft 2017 Annual Stormwater Report from the City Engineer.

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

Nays: None (0)

CARRIED.

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#### VII.1 Accountant

May 8, 2018

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 May 15, 2018 and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,  
Amanda Reimer  
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 May 15, 2018 and further authorizes the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant:

01	General Fund	\$587,582.50
02	Water Fund	29,019.09
04	Sewer Fund	80,672.79
06	Capital Project Fund	38,280.00
07	Trust & Agency Fund	2,923.50
82	CD-Block Grant	57,249.62
87	CD-Imprest	<u>25,924.18</u>
00	Final Total	<u>\$821,651.68</u>

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

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VII.2 Accountant

May 8, 2018

Honorable Arthur G. Pappas, Mayor  
and Common Council  
City Hall  
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Article V, Division 2, Section 5.023 and Section 2.2 of the Budgetary Transfer Policy, please authorize the City Accountant to make the following transfers of fiscal year 2018 appropriations, based on the request of the Department Head, copy attached.

<u>Control Number</u>	<u>Dollar Amount</u>	<u>Increase REVENUE Account</u>	<u>From: Reserve Account</u>
9	\$6,623.00	001.1000.4391 Other Public Safety	001.3120.0221 Audio Visual Equipment

Regards,  
Amanda Reimer  
City Accountant

MOVED by Alderman Tylec                      SECONDED by Alderman Pecoraro  
That the Common Council hereby authorizes the City Accountant to make the following Budgetary Transfers of fiscal year 2018 appropriations, based on the request of the Department Head:

<u>Control Number</u>	<u>Dollar Amount</u>	<u>Increase REVENUE Account</u>	<u>From: Reserve Account</u>
9	\$6,623.00	001.1000.4391 Other Public Safety	001.3120.0221 Audio Visual Equipment

05-15-2018



Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka

(5)

Nays: None

(0)

CARRIED.

**IX. Supt. Public Works**

May 3, 2018

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

Re: Commissioner of Deeds

Dear Honorable Body:

I would like to request the following Employees be reappointed Commission of Deeds for the City of North Tonawanda Sally L. Czaja, 150 Jefferson Ave., North Tonawanda, NY 14120 and Kathleen M. Gannon, 111 Spencer Street, North Tonawanda, NY 14120 effective June 8, 2018 and expiring June 7, 2020.

Very truly yours,  
Mark A. Zellner  
Superintendent of Public Works

MOVED by Alderman Tylec

SECONDED by Alderman Braun

That the Common Council hereby approves of the reappointment of Sally L. Czaja, 150 Jefferson Ave., North Tonawanda, NY 14120 and Kathleen M. Gannon, 111 Spencer Street, North Tonawanda, NY 14120 effective June 8, 2018 and expiring June 7, 2020.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka

(5)

Nays: None

(0)

CARRIED.

**XI.1 Fire Chief**

May 4, 2018

Daniel R. Quinn  
216 Payne Avenue  
North Tonawanda, NY 14120

Re: 2018 Fireman's Parade Day

Clerk-Treasurer Quinn:

The annual Fireman's Inspection Day Parade will be held on June 16, 2018. This year's parade will begin in Tonawanda, with line up 1:00PM and the Parade leaving at 2:00PM. I respectfully request your participation in this annual event.

Formation will be at William and Fletcher Streets in front of the Tonawanda Fire Department Headquarters, proceed down Fletcher to Grove, turn onto Main, and enter North Tonawanda over the Renaissance Bridge. In North Tonawanda we will proceed North down Webster Street ending at Goundry Street. There will be a reviewing area for City Officials and Department Officers at the intersection of Webster and Goundry Street.

Any questions can be directed to North Tonawanda Fire Headquarters, 693-2201.

Sincerely,  
Joseph D. Sikora  
Fire Chief

MOVED by Alderman Pecoraro

SECONDED by Alderman Zadzilka

That the Common Council hereby grants permission to close the Renaissance Bridge and Webster Street to Goundry so the North Tonawanda Fire Department



can hold their annual Fireman's Day Parade June 16, 2018 at 2:00 PM, and directs the DPW to provide barricades for said event and the Police Department to assist with traffic control.

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

Nays: None (0)

CARRIED.

#### **XI.2 Fire Chief**

May 9, 2018

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

Dear Honorable Body:

In accordance with the City Charter of the City of North Tonawanda, and pursuant to the authority vested in me by §3.002.e thereof; I make the following appointment:

Captain, Timothy A. Berez, 288 Summit Boulevard, North Tonawanda,  
is promoted to Assistant Chief in the City of North Tonawanda Fire Department.

Tim was selected from a list provided by the Niagara County Civil Service Commission. Tim has been a Captain for 4 years and I feel confident he is well qualified for this promotion.

A brief ceremony will be held in the Common Council Chambers on May 17, 2018 beginning at 09:30AM. Everyone is welcome to attend.

Sincerely,  
Joseph D. Sikora  
Fire Chief

MOVED by Alderman Braun                      SECONDED by Alderman Pecoraro  
That the Common Council hereby approves of the appointment of Timothy A. Berez, 288 Summit Boulevard, North Tonawanda, to the position of Assistant Chief for the City of North Tonawanda Fire Department.

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

Nays: None (0)

CARRIED.

#### **XI.3 Fire Chief**

May 9, 2018

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

Dear Honorable Body:

In accordance with the City Charter of the City of North Tonawanda, and pursuant to the authority vested in me by §3.002.e thereof; I make the following appointment:

Firefighter, Kyle A. Stevener, 482 Homestead Drive, North Tonawanda,  
is promoted to Captain in the City of North Tonawanda Fire Department.

Kyle was selected from a list provided by the Niagara County Civil Service Commission. Kyle has been a firefighter for 10 years and I feel confident he is well qualified for this promotion. He will fill the Captain position vacated with the promotion of Tim Berez to Assistant Chief.

A brief ceremony will be held in the Common Council Chambers on May 17, 2018 beginning at 09:30AM. Everyone is welcome to attend.



Sincerely,  
Joseph D. Sikora  
Fire Chief

MOVED by Alderman Berube                      SECONDED by Alderman Zadzilka  
That the Common Council hereby approves of the appointment of Kyle A. Stevener, 482  
Homestead Drive, North Tonawanda, to the position of Captain for the City of North  
Tonawanda Fire Department.

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

Nays: None                      (0)

CARRIED.

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**XXV. Monthly Reports**

.1 Clerk-Treasurer      .2 Senior Citizen Center

MOVED by Alderman Tylec                      SECONDED by Alderman Pecoraro  
That the Common Council hereby, approves and receives and files the aforementioned  
Monthly Reports.

CARRIED.

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**COMMUNICATIONS FROM OTHERS**

A.  
Live Hose Co.

April 30, 2018

North Tonawanda City Clerk  
216 Payne Avenue  
North Tonawanda, NY 14120

Re: Firefighter Exemption

Mr. Cody Ott is requesting his Five Year Exemption papers. Mr. Ott has completed his state  
mandated courses and is a member in good standings. He joined Live Hose Volunteer Fire  
Co. #4 June 6, 2011.

Respectfully,  
Paul A. Parise  
Financial Secretary

MOVED by Alderman Zadzilka                      SECONDED by Alderman Pecoraro  
That the Common Council hereby grants an Exemption Petition to Cody Ott for 5 years of  
service with the North Tonawanda Fire Department.

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

Nays: None                      (0)

CARRIED.

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B.  
Tonawanda's United Veterans Council

May 8, 2018

Mayor Arthur Pappas  
And Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

Re: Memorial Day Services



Dear Mayor Pappas and Council Members:

On behalf of the United Veterans' Council of the Tonawandas, I would like to invite you to take part in the Twin Cities Annual Memorial Day Ceremonies. All ceremonies will take place on Sunday, May 27, 2018.

A "Service at Sea" ceremony will take place on the Renaissance Bridge at noon. Please pass the necessary resolution to permit Webster Street to be closed to vehicular traffic at the bridge from 11:45AM until the ceremonies conclude at approximately 12:20PM.

Following that ceremony, a parade will form up at the intersection of Payne Avenue and Miller Street in North Tonawanda and proceed south on Payne Avenue to the World War II Memorial in Brauer Park. A short ceremony will take place at the monument immediately following the parade. We would request that you notify the Police Department for traffic control.

We look forward to having you join us at our Memorial Day observances.

Very truly yours,  
Robert Sondel  
Secretary

MOVED by Alderman Pecoraro                      SECONDED by Alderman Berube  
That the Common Council hereby approves the closing of the Renaissance Bridge on Sunday May 27, 2018 from 11:30AM to 12:30PM for the annual Memorial Day Observance Service by the Tonawanda's United Veterans Council, and grants permission to close Payne Avenue from Miller Street to Brauer Park for the Memorial Day Parade, directing the DPW to provide barricades for said event and the Police Department to assist with traffic.

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

Nays: None (0)

CARRIED.

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C.  
Marla Berry

April 12, 2018

Mayor Arthur Pappas  
And Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

Re: June 16<sup>th</sup> Block Party blocking off Master St. between Ruie Road  
and Raymond Street

To the Council:

We, the neighbors on Master Street would like to have a block party on Saturday, June 16<sup>th</sup> starting at 3:00PM and ending at 9:00PM. We would like the street blocked off to traffic from 1:00PM until 9:30PM so that we can set up and break down afterwards. Is it possible to get the ends of the street barricaded for this where only local traffic could come and go? Thank you for your consideration on this matter.

Sincerely,  
Marla Berry

MOVED by Alderman Zadzilka                      SECONDED by Alderman Braun  
That the Common Council hereby grants permission to block off Master Street between Ruie Road and Raymond Street on Saturday, June 16, 2018 from 1 PM to 9:30 PM for a block party, and directs the DPW to provide barricades for said party.

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

Nays: None (0)

CARRIED.



D.

I Hope Community Church

April 27, 2018

Mayor Arthur Pappas  
And Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Mayor Pappas and Common Council Members:

I would like to thank you for your service to our great city. We feel honored to be able to serve with you in North Tonawanda. On May 20<sup>th</sup> at 5:30PM and on July 22<sup>nd</sup> at 11:00AM we will be having a service on the water in Veterans Park. We would like to kindly request permission to put up signs advertising these events near the street in front of the park. Specifically we are requesting permission to put up a 4' x 8' sign from May 6<sup>th</sup> – 20<sup>th</sup> and from July 8<sup>th</sup> – 22<sup>nd</sup>. Please feel free to contact me with any questions you may have. Thank you for your consideration and for all you do for our city.

Blessings,  
Matthew Richbart  
Lead Pastor

MOVED by Alderman Braun                      SECONDED by Alderman Berube  
That the Common Council hereby grants permission to I Hope Community Church to place a 4' x 8' sign from May 6<sup>th</sup> – 20<sup>th</sup> and from July 8<sup>th</sup> – 22<sup>nd</sup> in front of Veterans Park to advertise their church services on the water.

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

Nays: None (0)

CARRIED.

E.

The Buffalo Choral Arts Society

May 7, 2018

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

Dear Mayor and Council:

The Buffalo Choral Arts Society, BCAS, is a community based, non-profit chorus comprised of 120 members many of whom reside in North Tonawanda and Tonawanda. I too am a "Lumberjack", class of 1969, having "moved across the ditch".

BCAS has held its annual pops concert at the Riviera for the past 6 years and enjoyed sold out audiences until the demise of the Tonawanda News in 2015. The News was a major source of promoting this concert.

I am requesting permission from your Council to place a rented portable sign on city property on Payne Avenue near the Memorial Pool from May 14<sup>th</sup> – June 3, 2018. This sign would display information about our concert to be held at the Riviera on Sunday afternoon June 3<sup>rd</sup> and ticket availability. We feel that this prominent locale would help in getting the word about our concert.

Thank you for your consideration. I can be reached at the address above.

Sincerely,  
Douglas Fronczak



**MOVED by Alderman Braun                      SECONDED by Alderman Zadzilka**  
**That the Common Council hereby grants permission to the Buffalo Choral Arts Society to**  
**place a rented portable sign on city property at Payne Park near Memorial Pool from May**  
**14<sup>th</sup> – June 3, 2018 to advertise their concert at the Riviera Theater.**

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

**Nays: None                      (0)**

**CARRIED.**

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**F.**

**Erie Canal Fishing Derby**

**April 27, 2018**

**Mayor Arthur Pappas  
 And Common Council  
 216 Payne Avenue  
 North Tonawanda, NY 14120**

**City of North Tonawanda:**

**The Erie Canal Fishing Derby would like permission to erect 2 over the road banners to help promote our Fishing Derby.**

**The locations of the banners are Payne Avenue and Hewitt Street and Oliver Street, near 2<sup>nd</sup> and 3<sup>rd</sup> Avenue. We would like the banners erected June 20<sup>th</sup> through July 16<sup>th</sup>. The Derby dates are July 4<sup>th</sup> – July 15, 2018.**

**We would like to thank again the City of North Tonawanda for helping to promote this Fishing Derby that is fun and exciting for everyone. Thank you.**

**Sincerely,  
 Lynn Harrington**

**MOVED by Alderman Tylec                      SECONDED by Alderman Pecoraro**  
**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 20, 2018 through July 16, 2018 to promote the Fishing Derby.**

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

**Nays: None                      (0)**

**CARRIED.**

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**G.**

**North Presbyterian Church**

**May 7, 2018**

**City Clerks Office  
 216 Payne Avenue  
 North Tonawanda, NY 14120**

**Dear Sir,**

**North Presbyterian Church would like to request permission to hold an outdoor worship service at the War Memorial at Brauer Park on July 1, 2018 at 11:00AM.**

**Sincerely yours,  
 Kris Larson  
 Clerk of Session**



MOVED by Alderman Zadzilka

SECONDED by Alderman Braun

That the Common Council hereby grants permission to North Presbyterian Church to hold an outdoor worship service at the War Memorial at Brauer Park on July 1, 2018 at 11:00AM.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka

(5)

Nays: None

(0)

CARRIED.

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AUDIENCE PARTICIPATION

Tim Berez 288 Summit Blvd. – I would like to thank the City and Fire Chief for giving me this opportunity.

Kyle Stevener 482 Homestead Drive – I would like to thank the Council, the Mayor, and the Fire Chief for giving me this opportunity to continue to serve the residents of North Tonawanda.

Dave Fingerlow 32 Seventh Avenue – Has there been any movement from the City regarding the house next to me, 34 Seventh Avenue? Who handles HR in the City? Who is in charge of Civil Service? When Civil Service makes changes to job specifications do they work with the City and if so who do they work with?

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ADJOURNMENT

MOVED by Alderman Braun

SECONDED by Alderman Pecoraro

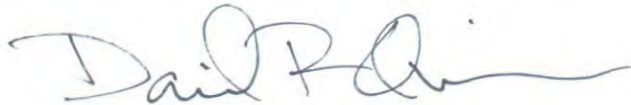
That this regular session of the Common Council be and hereby is adjourned.

CARRIED.

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Time of Adjournment: 7:21 P.M.

Respectfully submitted,



Daniel R. Quinn  
City Clerk-Treasurer