

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

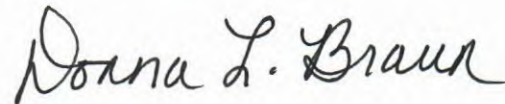
**March 3, 2023**

**The following meetings have been scheduled for TUESDAY, MARCH 7, 2023:**

**6:15PM Common Council Meeting Discussion**

**6:30 PM 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**

**FROM: Donna L. Braun, City Clerk-Treasurer**

**RE: Agenda for Regular Session TUESDAY, MARCH 7, 2023 6:30PM**

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

**PROOF OF PUBLICATION PUBLISHED 2/8/2023**

- 1) Legal Notice – Regarding the Low-Income Senior and Disability Exemption for Taxes – City Assessor**

**COMMUNICATIONS FROM CITY OFFICIALS**

- |                                       |   |  |
|---------------------------------------|---|--|
| <b>I. Mayor</b>                       | - | <b>Re: Approval of the Agreement with HomeServe USA Repair Management Corp.</b>                      |
| <b>II. Attorney</b>                   | - | <b>Re: Appointment of Assistant City Attorneys Nicholas Robinson and Matthew Mosher</b>              |
| <b>VII. Accountant</b>                | - | <b>Re: Payment of the Abstract of Claims Dated March 7, 2023</b>                                     |
| <b>X.1 Police Chief</b>               | - | <b>Re: Appointment of Thomas Ward as a Police Office for the North Tonawanda Police Department</b>   |
| <b>X.2 Police Chief</b>               | - | <b>Re: Appointment of Brandon Sveda as a Police Office for the North Tonawanda Police Department</b> |
| <b>XVII. Traffic Safety Committee</b> | - | <b>Re: Various Traffic Safety Recommendations from their February meeting</b>                        |

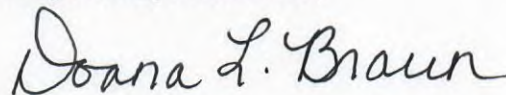
**XXV. Monthly Reports**

**.1 Clerk-Treasurer**

**COMMUNICATIONS FROM OTHERS**

- A.**  
**Oliver Street Merchants** - **Re: Permission to use Heritage Park, June 17<sup>th</sup> for the Pride Festival / Flag Raising**
- B.**  
**Will Schulmeister** - **Re: Approval to be appointed as a Commissioner of Deeds for the City of North Tonawanda**
- C.**  
**Natalie Brown** - **Re: Permission to close Oliver Street, between Schenck and Robinson Saturday, August 5<sup>th</sup> for the Annual Oliver Street Art Festival**
- D.**  
**Tom Johnston** - **Re: Approval of the "Ride for Roswell" to go through the City of North Tonawanda, Saturday, June 24<sup>th</sup>**

Respectfully submitted,



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

STATE OF NEW YORK  
NIAGARA COUNTY, } SS, \_\_\_\_\_


MAR 07 2023

Jackie Bilogan, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

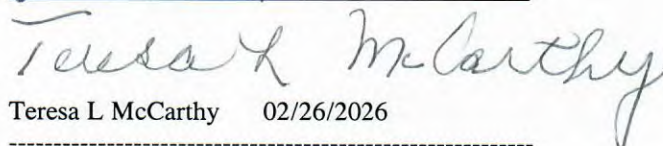
NIAGARA GAZETTE

A newspaper published in the County and State aforesaid,  
and that the annexed printed legal # 312024  
was printed and published in said paper on the following dates:

02/08/2023

  
\_\_\_\_\_  
Principal Clerk

Subscribed and sworn to before me this  
*2.8.23*

  
Teresa L McCarthy      02/26/2026

-----  
Notary Public                  Expiration Date

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

*Office of the Mayor*

MAR 07 2023

AUSTIN J. TYLEC

March 1, 2023

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

**RE: Agreement with HomeServe USA Repair Management Corp**

Dear Honorable Body,

As previously presented at a Council meeting and reviewed by the City Attorney, attached please find the Marketing Agreement with HomeServe USA Repair Management Corp to offer residential property owners the National League of Cities (NCL) Service Line Warranty Program along with the royalty agreement.

This program will offer residents insurance coverage opportunities for external water lines, external sewer lines and in-home plumbing and is utilized by surrounding municipalities.

Please see the attached items for approval.

Respectfully,

Austin Tylec  
Mayor

RECEIVED  
CITY CLERK'S OFFICE

2023 MAR 3 AM 9:15  
NORTH TONAWANDA NY

**RECOMMENDATION:** It is recommended that the Mayor and Common Council authorize Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three 3 years, subject to City Attorney review with additional (1) year renewals.

**BACKGROUND:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and will help the City of North Tonawanda to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Educating residents of their service line responsibilities
- Providing exemplary service that reflects positively on the City
- The program stimulates the local economy by using fully vetted local contractors to complete the repairs.
- Helps the City address aging water and sewer infrastructure
- The City will receive 10% of payments received in the form a royalty - paid annually

**COVERAGE:** NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$4.49	Unlimited	Unlimited Calls/Unlimited Coverage	10% of premiums collected
External Sewer Line	\$7.49	Unlimited	Unlimited Calls/Unlimited Coverage	10% of premiums collected
In-Home Plumbing	\$9.99	\$6,000 annual	2 calls/\$3,000 per call	10% of premiums collected

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate City residents/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

**FINANCIAL IMPACT:** No cost to the City to participate. The City will receive 10% of payments received in the form a royalty - paid annually.

## MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of North Tonawanda, New York (“**City**”), and HomeServe USA Repair Management Corp., a Delaware corporation, (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.



B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for five (5) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Mayor Austin Tylec  
City of North Tonawanda  
216 Payne Avenue  
North Tonawanda, NY 14120  
Email: atylec@northtonawanda.org  
Phone: 716-695-8540

**To:** Company:  
ATTN: Chief Sales Officer  
HomeServe USA Repair Management Corp.  
c/o HomeServe USA Corp.  
601 Merritt 7, 6<sup>th</sup> Floor  
Norwalk, CT 06851  
Phone: (866) 974-4801

**With a copy to:**  
Hilary E. Glassman, General Counsel  
email: hilary.glassman@homeserveusa.com

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of New York, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written below.

**CITY OF NORTH TONAWANDA**

---

Name:

Title:

Date:

**HOMESERVE USA REPAIR MANAGEMENT CORP.**

---

Name: Michael Backus

Title: Chief Sales Officer

Date:

**Exhibit A**  
NLC Service Line Warranty Program  
City of North Tonawanda  
Term Sheet  
April 21, 2022

- I. Initial Term. Five Years.
- II. License Fee. During the Term, Company will pay City ten percent (10%) of the payments of plan fees actually received from members during the Term under any plans sold hereunder, net of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by Company in connection with such plans for:
  - A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
  - A. External water service line plan (initially, \$4.49 per month)
  - B. External sewer/septic line plan (initially, \$7.49 per month)
  - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage. Excluded from coverage: any repairs or replacements when no operational failure of a customers' line or system has occurred; other exclusions may apply.
  - A. External water service line plan:
    - i. Covers Property Owner responsibility: from the main to the external wall of the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable.
    - iv. Service Calls and Per-call benefit limit: Unlimited
  - B. External sewer/septic line plan:
    - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
    - ii. Covers septic lines if applicable.
    - iii. Service Calls and Per-call benefit limit: Unlimited
  - C. Interior plumbing and drainage plan:
    - i. Covers water supply pipes and drainage pipes within the interior of the home.
    - ii. Service Calls and Per-call benefit limit: Two calls annually, \$3,000 per call, \$6,000 aggregate maximum annual benefit.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be

mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

# City of North Tonawanda

II

OFFICE OF THE CITY ATTORNEY  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120-5489

EDWARD A. ZEBULSKE, III  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

MAR 07 2023  
TELEPHONE  
(716) 695-8590  
FAX (716) 695-8592

February 17, 2023

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

Re: Appointment of Assistant City Attorneys

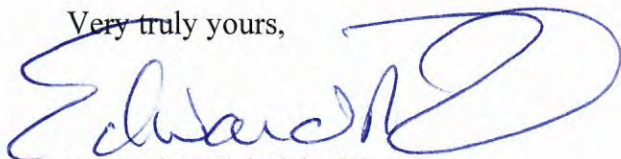
Dear Honorable Body:

At this time I asking you to take notice of my appointment of my Assistant City Attorneys as indicated below:

1. Nicholas B. Robinson appointment through December 31, 2025; and
2. Matthew Mosher appointment through December 31, 2023.

Thank you for your consideration in this matter.

Very truly yours,



Edward A. Zebulske III  
City Attorney

Copy to: Austin Tylec, Mayor

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2023 FEB 17 AM 10:36  
NORTH TONAWANDA NY


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

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

MAR 07 2023

March 2, 2023

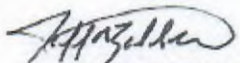
Honorable Austin J. Tylec, Mayor  
And Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

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 March 7th, 2023, 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

2023 MAR 2 PM 12:26  
NORTH TONAWANDA NY





# DEPARTMENT OF POLICE

CITY OF NORTH TONAWANDA  
216 Payne Avenue  
North Tonawanda, NY 14120-5491

X.1

TELEPHONE:  
(716) 692-4111  
FACSIMILE:  
(716) 692-4321

**MAR 07 2023**

February 22, 2023

Mayor Austin Tylec and  
The North Tonawanda Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Honorable Body,

I intend on hiring Thomas Ward to fill a vacant police officer position, as authorized by Mayor Tylec, which is created by the addition of one school resource officer position. Thomas will attend the Niagara County Police Academy beginning on March 6<sup>th</sup>, 2023.

The effective date of his hire will be March 3<sup>rd</sup>, 2023.

Respectfully,

A handwritten signature in black ink that reads "Keith Glass".

Keith Glass  
Chief of Police  
North Tonawanda Police Department

CITY CLERK'S OFFICE  
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2023 FEB 28 PM 1:23  
NORTH TONAWANDA NY



# DEPARTMENT OF POLICE

CITY OF NORTH TONAWANDA  
216 Payne Avenue  
North Tonawanda, NY 14120-5491

*X-2*

TELEPHONE:  
(716) 692-4111  
FACSIMILE:  
(716) 692-4321

**MAR 07 2023**

February 23, 2023

Mayor Austin Tylec and  
The North Tonawanda Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Honorable Body,

I intend on hiring Brandon Sveda to fill a vacant police officer position, as authorized by Mayor Tylec, which is created by the retirement of Officer Kevin Mang on March 17, 2023. The overlap is necessary in order for Brandon to start the Niagara County Police Academy beginning on March 6<sup>th</sup>, 2023.

The effective date of his hire will be March 3<sup>rd</sup>, 2023.

Respectfully,

A handwritten signature in black ink, appearing to read 'K. Glass'.

Keith Glass  
Chief of Police  
North Tonawanda Police Department

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CITY CLERK'S OFFICE  
2023 FEB 28 PM 1:23  
NORTH TONAWANDA NY

XVII.

February 27, 2023

Donna Braun

MAR 07 2023

City Clerk/Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

The February 2023 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1800 hours. Roll call showed the following members present: R. Frank, J. Sikora, M. Meisenburg, M. Lemke, D. Grinnell, N. Ferguson. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

- 1.) The committee received a complaint from the NT Crossing Guard Supervisor, Vincent Cardonna, who reported that the light at the crosswalk at Bowen Drive and Meadow Drive needed to be fixed as the red and green stop lights were not matching up correctly. This caused confusion for walkers. Meisenburg fixed the light to sync up with the walkers.
- 2.) Frank Panzarella of 207 South Meadow states dump trucks are speeding and dumping dirt on South Meadow, which are coming from the Bush Farm. Member Frank talked to Mark Zellner who will contact the project manager at Bush Farms to fix the problem.
- 3.) The NTPD Traffic Officer has been monitoring and writing tickets at Oliver Street and Stenzil Street. This was a request from January.
- 4.) NTPD Officer Smith requested a replacement of "No Parking" signs on the north side of 8<sup>th</sup> Avenue as it appeared that some of them were missing. Meisenburg installed two new signs to replace the ones that were missing.
- 5.) Member Meisenburg requested that the committee look into placing "No Parking" signs on the north side of Sweeney Street between Webster Street and Manhattan Street. With the new bike lines and delineators the fire trucks are unable to get down Sweeney Street when vehicles are parked on both sides.
- 6.) Member Sikora requested "No Parking" signs on Manhattan Street in front of the fire hydrant. Meisenburg will install new "No Parking" signs as this is a safety concern.

The next Traffic Safety Committee meeting will be held on March 17, 2023, at 1800 hours.

Travel safely, Robert J. Frank

2023 MAR 2 AM 11:33  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

XXV /

**MAR 07 2023**

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	11	110.00
			<b>Sub-Total:</b>	<b>\$110.00</b>
A1603	Misc. Fees	Birth Certificates	42	420.00
		Death Certificates	92	920.00
		Deaths Recorded	13	0.00
			<b>Sub-Total:</b>	<b>\$1,340.00</b>
A1980	Minor Sales	City Market	1	1,500.00
			<b>Sub-Total:</b>	<b>\$1,500.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	1	50.00
		Planning - Rezoning	2	200.00
			<b>Sub-Total:</b>	<b>\$250.00</b>
A2505	Marriage License Fee	Marriage License Fee	3	52.50
			<b>Sub-Total:</b>	<b>\$52.50</b>
A2506	Conservation	Conservation	5	3.60
			<b>Sub-Total:</b>	<b>\$3.60</b>
A2540	Racing & Wagering Fees	Bingo Proceeds	2	73.03
			<b>Sub-Total:</b>	<b>\$73.03</b>
A2541	Racing & Wagering Fees	Bell Jar License	1	10.00
			<b>Sub-Total:</b>	<b>\$10.00</b>
A2542	Dog Licensing	Female, Spayed	67	603.00
		Female, Unspayed	1	17.00
		Male, Neutered	70	630.00
		Male, Unneutered	8	136.00
			<b>Sub-Total:</b>	<b>\$1,386.00</b>
A2610	Minor Sales	Parking Tickets	32	5,705.00
			<b>Sub-Total:</b>	<b>\$5,705.00</b>

**Total Local Shares Remitted: \$10,430.13**

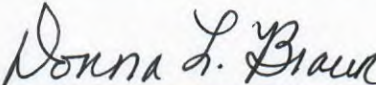
Amount paid to: New York State Comptroller's Office	15.00
Amount paid to: New York State Department of Health	67.50
Amount paid to: NYS Ag. & Markets for spay/neuter program	164.00
Amount paid to: NYS Environmental Conservation	61.40

**Total State, County & Local Revenues: \$10,738.03**

**Total Non-Local Revenues: \$307.90**

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.

RECEIVED  
 CITY CLERK'S OFFICE  
 2023 MAR 1 AM 10:26  
 NORTH TONAWANDA NY

  
 Donna L. Braun  
 City Clerk-Treasurer

3/1/23  
 Date



CFO. A.

MAR 07 2023

February 25th, 2023

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

**RE: Heritage Park Oliver Street Merchants Association Pride Festival**

Dear Honorable Body,

The Oliver Street Merchants Association is requesting the approval from the Common Council for Oliver Street's 3<sup>rd</sup> annual "Pride Festival" at Heritage Park on Saturday, June 17th (11-4pm) from Oliver down and into Vandervoort Street. The street will need to be closed just at the beginning of Vandervoort and Thompson Street in front of 207. We successfully held this festival for the last two years and the park was meticulously cleaned up before and after the event. We are hoping to host 70 vendors, as well as have local business/food/vendors/entertainers at this event. We had several different local community groups participate last year such as the NT Rec center, the Vintage Fire Truck, NT Peacemakers. This was a great opportunity to show the community that we are diverse and this is a safe place for all of our residents. We will also need 2 NT Police officers to walk the festival from 10-2.

As a kick off to the festival we would like to raise a flag at the approach of the park (at the gate), where one of the horse poles is turned into a flag pole. The flag will only fly during the event and be taken down that evening. In addition, we will need the city to provide extra trash cans to be spread throughout the park, as well as the stage for our DJ to play for the entertainment we have lined up this year.

I look forward to answering any questions that the Council may have and look forward to seeing you all there-

Sincerely,

Lauren Schulte  
President  
Oliver Street Merchants Association, Inc.

RECEIVED  
CITY CLERK'S OFFICE

2023 FEB 27 AM 10:06  
NORTH TONAWANDA NY

CFO. B.

MAR 07 2023

Date 2-24-23

Honorable Mayor and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Dear Honorable Body:

I am requesting to be appointed as Commissioner of Deeds for the City of North Tonawanda. Thank you.

Sincerely,

*Will Schulmeister*

Name: WILL SCHULMEISTER

Address: 635 NIAGARA PKWY

NORTH TONAWANDA, N.Y. 14120

Phone: 716-696-0160

2023 FEB 24 PM 12:04  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

CFOC

**Donna Braun**

**MAR 07 2023**

**From:** Natalie Brown <nataliebrown628@gmail.com>  
**Sent:** Monday, February 20, 2023 7:16 PM  
**To:** Donna Braun  
**Subject:** Letter to NT Council: Please add to agenda THANK YOU!

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Hello,**

**Please add this request to the next Council meeting Agenda:**

February 20, 2023

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

Dear Common Council Members,

My name is Natalie Brown. I own and manage the Project 308 Gallery located at 308 Oliver Street in North Tonawanda. I am requesting Oliver Street to be closed from Robinson St. to Schenck Street (one block) on **Saturday, August 5, 2023 from 9am -5pm** for the 8<sup>th</sup> Annual Oliver Street Art Festival. I am excited to bring the art festival to the neighborhood for its eighth year!

As we've done in the past, I'd like to showcase the work of over 80 artist vendors while attendees enjoy live music all day, food trucks and activities for kids. As I've done in the past, I plan to reach out to local community groups to showcase like the Oliver Street Merchants Association, the Old Chapel Antique Store and more. The community not only expects the festival each year, but they also enjoy how the festival livens up the neighborhood for a day.

Allowing me to close the street to host the festival is the first step towards a successful and fun event for the community. Please feel free to contact me with questions at the number below. Thank you for your time and consideration.

Sincerely,

Natalie Brown  
Project 308 Gallery  
308 Oliver Street  
North Tonawanda, NY 14120  
716-523-0068  
[Nataliebrown628@gmail.com](mailto:Nataliebrown628@gmail.com)

RECEIVED  
CITY CLERK'S OFFICE

2023 FEB 21 AM 10:19  
NORTH TONAWANDA NY



CFO - D.

MAR 07 2023

To: Donna Braun, City Clerk / Treasurer

Re: The Ride For Roswell to End Cancer, June 24, 2023

I am writing to request City of North Tonawanda approval for The Ride For Roswell, scheduled for Saturday, June 24, 2023. Route map is attached. Online maps are at: <https://ridewithgps.com/routes/41173979>

Roswell cyclists would ride from Roswell Park in Buffalo, over the Peace bridge, along the Niagara Parkway, to the Rainbow Bridge, returning to finish at UB via River Road, through the City of North Tonawanda to the City of Tonawanda.

We are requesting approval to work with the City of North Tonawanda Police to plan traffic support, specifically at the Seymour Street Bridge, and to post and retrieve temporary route arrow signs along the roads involved.

Thank you for your consideration and support!

Sincerely –

Tom Johnston

THOMAS JOHNSTON

Senior Operations Manager Roswell Park Alliance Foundation

[Ride For Roswell To End Cancer](#)

[Empire State Ride To End Cancer](#)

RECEIVED  
CITY CLERK'S OFFICE

2023 FEB 28 PM 1:42  
NORTH TONAWANDA NY



To ride, form a team, volunteer or sponsor, please contact:

The Ride for Roswell • Roswell Park Alliance Foundation • Elm & Carlton Streets • Buffalo, NY 14263

Phone: 716-THE-RIDE (843-7433) • Fax: 716-845-8705 • Web: [RideforRoswell.org](http://RideforRoswell.org) • Email: [RideforRoswell@roswellpark.org](mailto:RideforRoswell@roswellpark.org)