

City of North Tonawanda

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

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

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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, OCTOBER 4, 2022 6:30PM

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

PROOF OF PUBLICATION PUBLISHED 9/08/2022

- 1) Legal Notice – Collector's Notice of payment of the 2022 School Taxes – Clerk-Treasurer**

Mayor Tylec's Budget Address

COMMUNICATIONS FROM CITY OFFICIALS

- | | |
|------------------------|--|
| I. Mayor | Re: PILOT Agreement-Lowry Senior Housing Development Fund Company, Inc. |
| IV. Engineer | Re: Approval of Change Order and Final Project 2021-03-City Market Improvements Project |
| VII. Accountant | - Re: Payment of the Abstract of Claims Dated October 4, 2022 |
| X. Police Chief | Re: Promotion of Officer Sean Campus to Detective |

**XIV. Youth, Recreation,
Parks & Seniors**

**Re: Award bid for Roof Replacement on Deerwood
Restaurant Building**

XVII. Traffic Safety Committee

Re: Various Traffic Safety Recommendations

XXXII. Community Development

Re: Restore NY Communities Initiative

XXV. Monthly Reports

1. Police Department

COMMUNICATIONS FROM OTHERS

A.

Oliver Street Merchants

**Re: Request permission to hold Historical Tours in
The Sweeney Street Cemetery-
October 21st, 22nd, 28th & 29th**

Executive Session following Common Council Meeting -Union Contract Discussion

Respectfully submitted,



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

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

OCT 04 2022

Janet M. Slipko, 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 # 305253 was printed and published in said paper on the following dates:

09/01/2022 09/08/2022

Janet M. Slipko
Principal Clerk

Subscribed and sworn to before me this
9-8-22

Teresa L. McCarthy
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

COLLECTOR'S NOTICE OF PAYMENT OF SCHOOL TAXES

Take notice that the undersigned, City Clerk-Treasurer of the City of North Tonawanda, New York acting as collector of School Taxes for the City/School District of North Tonawanda, New York, by virtue of an agreement between the municipality and the City/School District, has duly received a warrant for the collection of School Taxes for such District for the School year commencing July 1, 2022, and that she will receive payment of all taxes as may be voluntarily paid to her, on or before the 7th day of October, 2022, at her office in the City Hall of the City of North Tonawanda, New York.

Be advised that the date of expiration of this warrant is October 31, 2022.

All taxes remaining unpaid after October 7, 2022 will bear interest at the rate of 12% per annum, until the return of the warrant by the collector.

All taxes remaining unpaid after the return of the warrant by the collector will bear interest at the rate of 1% per month or part thereof, plus a penalty of 5% of the balance due on account of principle and interest.

All taxes remaining unpaid after expiration of the warrant on property within the City of North Tonawanda shall be paid to the undersigned.

Tax rate per \$1,000.00 of Assessed Valuation:

School Tax \$23.009460
Library Tax \$ 1.115134

Donna L. Braun
City Clerk-Treasurer of North Tonawanda
Acting Collector of School taxes by virtue of an agreement between the Municipality and City/School District of North Tonawanda, NY
N#305253 9/1,8/2022

I

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

September 15, 2022

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

RE: PILOT Agreement - Lowry Senior Housing Development Fund Company, Inc.

Dear Honorable Body,

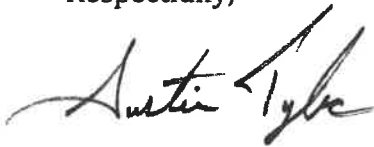
The City of North Tonawanda has been working with The Lowry Senior Housing Development Fund Company to create a Payment In Lieu of Taxes (PILOT) agreement for the redevelopment of 621 Payne Avenue, North Tonawanda NY 14120.

The attached proposed agreement has been negotiated by the efforts of Alderman DiBernardo, The Mayor's Office, Assistant Attorney Nicholas Robinson, and The Applicant. This agreement would assist in the creation of 87 units for senior living, along with a ground level commercial build-out. In addition, the developer has agreed to reconstruct 1,240 linear feet of city sidewalks around the property. The total cost of construction is approximately \$45m and will begin in the Summer of 2023.

The former Lowry Middle School has been dormant for too many years, and this agreement will bring new life into this building and the neighborhood.

Thank you for your consideration,

Respectfully,



Austin Tylec
Mayor

RECEIVED
CITY CLERK'S OFFICE

2022 SEP 20 PM 1:01
NORTH TONAWANDA NY

PAYMENT IN LIEU OF TAXES AGREEMENT

PAYMENT IN LIEU OF TAXES AGREEMENT (the "Agreement") dated as of this _____ day of _____, 202__, by and between **LOWRY SENIOR HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of State of New York (the "Act"), and Section 402 of the Non-for-Profit Corporation Law of New York, with a principal place of business located at c/o Rochester's Cornerstone Group LTD., 460 White Spruce Blvd, Rochester, New York, 14623 (the "HDFC") and **LOWRY SENIOR HOUSING, LLC**. A New York limited liability company with a principal place of business located at c/o Rochester's Cornerstone Group LTD., 460 White Spruce Blvd, Rochester, New York, 14623 (the "LSHLLC") (the HDFC and LSHLLC are hereinafter called the "Company") and the **CITY OF NORTH TONAWANDA**, a municipal corporation of the State of New York with offices at 216 Payne Avenue, North Tonawanda, New York 14120 ("City").

RECITALS:

WHEREAS, the Company is, or will become, the fee owner of a parcel of real property identified on the Niagara County Tax map as 182.13-3-1 (4.731 acres), located at 621 Payne Ave, North Tonawanda, New York 14120, as more specifically described on Schedule A (the "Land");

WHEREAS, the Company has been formed exclusively for the purpose of developing a housing project for persons of low income, pursuant to the Act;

WHEREAS, the Company, along with the beneficial owner of the Land, intends to develop a 87 unit apartment complex for persons of low income on the Land (the "Apartments") and the apartments will constitute a "housing project" as that term is defined in the Act (the Land and Apartments are sometimes referred to herein as the "Project").

WHEREAS, Section 577 of the Act authorizes the City to exempt from local and municipal taxes, including school taxes, other than assessments for local improvements, all or part of the value of the property included in the completed Project.

WHEREAS, the City has granted the Company and the Project an exemption from local and municipal taxes, including school taxes, other than assessments for local improvements and special ad valorem districts to the extent provided herein and from such taxes as may be levied on behalf of any taxing jurisdiction as defined in Subdivision 1(b) of Section 577 of the Act and intends to bind the City.

WHEREAS, the City and Company desire to enter into a written contract as authorized by Section 577 of the Act to reflect this agreement

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

Section 1. Grant of Exemption.

The City hereby declares that the Project shall be exempt from all local and municipal taxes, including school taxes, and from such taxes as may be levied by or on behalf of any taxing jurisdiction as defined in subsection 1(b) of Section 577 of the Act, other than assessments for local improvements as provided in Section 4 herein.

Section 2. Annual Tax Payments.

The exemption granted in this Agreement shall remain in effect during the term of this Agreement as follows:

- A. From the date the Company acquires ownership of the Land until the first March 1 taxable status date in which the Project received its final non-contingent Certificate of Occupancy issued for all the units in the Project and is listed as fully complete on the assessment rolls of the City ("Project Completion"), the Project shall pay in lieu of taxes, an amount equal to the product of: (a) the applicable tax rates; and (b) the assessment of the unimproved Land as reflected on the assessment rolls of the City as of the date this agreement is entered into. There shall not be any in progress assessment billings on the Project.
- B. For each subsequent calendar year while this Agreement is in effect where the Project is listed as having obtained Project Completion, the Company shall make an annual payment in lieu of taxes to the Town equal to \$350 per unit increasing 3% annually (the "Payment") as more specifically described in Schedule B ("Schedule of Annual PILOT Payments").
- C. The Payment for each year shall be due and owing on or before January 10 of each calendar year.
- D. The Payment made shall be allocated by the City, as the authorized taxing jurisdiction, to the School District, City and County, in a manner to be agreed upon by the School District, City and County.
- E. In the event, in any given year, the Payment exceeds the taxes that would have been assessed against the Project in the absence of this Agreement as determined by Real Property Tax Law Section 581-a, the Company shall pay to the City the lesser amount.

Section 3. Term of Agreement.

The term of this Agreement shall commence on the date the Company acquires fee ownership of the Land and remain in effect for a period of thirty (30) years from the March 1 following Project Completion, unless terminated earlier as provided in Section 6 herein.

Section 4. Special Assessments.

The Act does not entitle the Company to an exemption from the obligation to pay assessments for local improvements. The Company, therefore, specifically agrees to pay all assessments for local improvements assessed and or levied against the Project by the taxing jurisdictions.

Section 5. Default.

The occurrence of any of the following conditions shall constitute an event of default ("Event of Default" or "Default"), as that term is used herein:

- A. The Company's failure to pay in full any payment due under this Agreement within sixty (60) days of receipt of a written notice from the City indicating the amount that is past due.
- B. The Company or the Project become ineligible for a tax exemption under the Act.

Section 6. Default Remedies.

In the Event of Default and while such Default is continuing, the City may exercise any and all rights or remedies permitted by law. Without limiting the generality of the foregoing, and in addition to all other rights and remedies, the City shall also have the following specific rights and remedies upon an Event of Default and while such Default is continuing:

- A. To terminate this Agreement and the exemption granted hereunder sixty (60) days from the date of the Company's receipt of written notice of the Default and the Company's failure to cure the Default within such sixty (60) day period.
- B. The remedies granted to the City under this Agreement, or by law, are cumulative. The exercise of one right or remedy by the City shall not impair its right to exercise any other right or remedy.
- C. No failure by the City to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy hereunder or thereunder upon an Event of Default by the Company, shall constitute a waiver of any such Event of Default or of such covenant, agreement, term or condition.
- D. No waiver of any Event of Default shall otherwise affect or alter this Agreement, but each and every covenant, agreement, term, and condition hereunder or thereunder shall continue in full force and effect with respect to any other then existing or subsequent Event of Default.
- E. All rights and remedies of the City under this Agreement shall survive the termination of this Agreement or any exemption granted hereunder as a result of an Event of Default.

Section 7. Representations and Warranties of the Company.

The Company represents and warrants that:

- A. HDFC is a duly organized and existing housing development fund company created and operated in accordance with the provisions of the Act;

- B. LSHLLC is a duly organized and existing limited liability company duly organized and validly existing in the State of New York;
- C. HDFC and LSHLLC have the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- D. This Agreement constitutes a legal, valid, and binding obligation of the Company enforceable in accordance with its terms;
- E. To the best knowledge of the Company, the execution and delivery of this Agreement does not, and the performance of this Agreement will not, violate any law, regulation, ordinance, judicial order, judicial decree, or any agreement, indenture, note, or other instrument to which it is a party;
- F. To the best knowledge of the Company, there is no claim, action, arbitration, or administrative proceeding pending, threatened against, or involving the Company which, if adversely determined, would question the validity of this Agreement, or would have a material adverse effect on the financial condition of the Company, HDFC and/or LSHLLC.

Section 8. Representations and Warranties of the City.

The City represents and warrants as follows:

- A. The City has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the governing body of the City has by necessary and appropriate resolution, attached hereto as Schedule C, authorized the execution and delivery of this Agreement by the officer or representative so executing the same.
- B. This Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.
- C. The City is the sole assessing unit of real property and acts on behalf of the County and the School District in assessing real property, for the purpose of taxation, or in levying taxes therefore and this Agreement executed by the City shall have the effect of exempting the Project from taxes imposed by the County and School District pursuant to section 577 of the Act.
- D. In the event that the legal status of the City and/or any of the other taxing jurisdictions for the Project changes during the term of this Agreement, whether through dissolution, consolidation or merger, the City acknowledges that this Agreement shall remain in full force and effect.

Section 9. Assignment.

The Company shall not assign, transfer or otherwise dispose of this Agreement or any right, title or interest therein, without the previous written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 10. Terms to be Exclusive and Reservation of Rights.

This Agreement contains the sole and entire understanding between the parties and shall supersede all other agreements between the parties. Notwithstanding this Agreement there is reserved to the Company and the City, all of the rights, powers, and authorities as provided in the Act and there is hereby reserved to the Company all rights, powers and authorities as provided under Articles 5 and 7 of the Real Property Tax Law.

Section 11. Waiver or Modification.

No waiver or modification of this Agreement or any covenant, condition or limitation therein shall be valid unless in writing and duly executed by both parties.

Section 12. New York State Law Applies.

This Agreement and the performance thereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under, and pursuant to the laws of the State of New York.

Section 13. Severability.

All provisions contained in this Agreement are severable. In the event that any one or more of the provisions in this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Notices.

Unless otherwise specified, notices or consents required to be given by any party to the other under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight carrier to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered.

Section 15. Headings and Construction.

The titles of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit, or affect this Agreement or any provision thereof. Each covenant and agreement binding the Company and/or the City shall be construed (absent an express contrary provision therein) as being independent of each other covenant contained herein, and compliance with any one covenant shall not, absent such an express contrary provision, be deemed to excuse compliance with any or all other covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above set forth.

CITY OF NORTH TONAWANDA

BY:
NAME: _____
TITLE: _____

LOWRY SENIOR HOUSING DEVELOPMENT
FUND COMPANY, INC.

BY:
NAME: _____
TITLE: _____

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:

On the _____ day of _____ in the year 202__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS.:

On the _____ day of _____ in the year 202__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A
LEGAL DESCRIPTION

SCHEDULE B
SCHEDULE OF ANNUAL PILOT PAYMENTS

“Total PILOT Payment” shall mean the amounts set forth below. The annual increase in Total PILOT Payment is based on a 3% increase per annum.

PILOT Year	Total PILOT Payment
1	30,450.00
2	31,363.50
3	32,304.41
4	33,273.54
5	34,271.74
6	35,299.90
7	36,358.89
8	37,449.66
9	38,573.15
10	39,730.34
11	40,922.25
12	42,149.92
13	43,414.42
14	44,716.85
15	46,058.36
16	47,440.11
17	48,863.31
18	50,329.21
19	51,839.09
20	53,394.26
21	54,996.09
22	56,645.97
23	58,345.35
24	60,095.71
25	61,898.58
26	63,755.54
27	65,668.20
28	67,638.25
29	69,667.40
30	71,757.42

SCHEDULE C
CITY RESOLUTION



Rochester's
Cornerstone Group, Ltd.

Integrity is the Cornerstone.

September 12, 2022

Mr. Austin Tylec, Mayor
City of North Tonawanda
216 Payne Ave
North Tonawanda, NY 14120

Re: Lowry School Redevelopment – Off Site Work

Mayor Tylec,

Please accept this letter as formal notification that Rochester's Cornerstone Group has considered your request and will replace approximately 1,240 liner feet of city sidewalks as part of the redevelopment of the Lowry Middle School into affordable senior apartments. It is our intent to replace all the city owned sidewalks on Hewitt St, Payne Ave, and Evans St that border the parcel. The replacement will be completed to City/DOT specifications and at our own expense. When we file for a building permit the sidewalk replacement will be shown as an off-site improvement on our civil drawings. We are appreciative of your continuing commitment as we work through the development phase of the project in anticipation of breaking ground in 2023.

Please let me know if you have any questions or would like to discuss further.

Sincerely,

Roger W. Brandt Jr.
President
Rochester's Cornerstone Group, Ltd.



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

IV

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

September 26, 2022

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

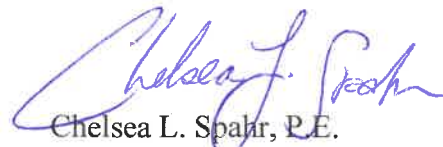
Re: Project 2021-03: City Market Improvements Project
Approval of Change Order and Final Project Acceptance

Dear Honorable Body:

Approval of Change Order No. 1 and final acceptance of the City Market Improvements Project is hereby requested. The change order is for the additional cost of changes made to the project after quantity deductions were taken off for modifications to the project. Attached is the change order showing the deductions and additions that were performed on this project and their associated costs.

Accordingly, I respectfully request that the Common Council approve the add Change Order No. 1 for City Market Improvements Project in the amount of \$11,935.31 with Milherst Construction, 10025 County Road, Clarence Center, New York 14032; increasing the contract amount from \$148,775.00; to the final contract amount of \$160,710.31; authorizing the Mayor to sign said change order. Further, that the Common Council accept this project as complete and approve the final payment subject to review by the City Attorney.

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Edward Zebulske, City Attorney
Mark Zellner, Superintendent DPW
Jeffery Zellner, City Accountant
Jim Collins, Milherst



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

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

CHANGE ORDER NO. 1

DATE: September 16, 2022

TO:
 Jim Collins, Jr.
 Milherst Construction
 10025 County Road
 Clarence Center, NY 14032

PROJECT NO: 2021-03 City Market Improvements

ADDITION: \$11,935.31

DEDUCTION: _____

UNDER YOUR CONTRACT 5/3/2022 with the City of North Tonawanda,

You are hereby requested to comply with the following contract modifications:

Deduction of Concrete Curb (Contract 450 LF installed 405 LF)	=	(\$4,500)
Deduction of Top Course HMA (Contract 110 Tons installed 87.87 Tons)	=	(\$3,762.10)
Addition of Additional milling depth to get to concrete road base, removal Material, additional cleaning and washing of existing concrete road base to remove deteriorated material, installation only of Type 3 binder, asphalt index increase	=	<u>\$20,197.41</u>
TOTAL =		<u>\$11,935.31</u>

The sum of \$11,935.31 is hereby added to the contract.

<u>Original Contract</u>	<u>C. O. No.</u>	<u>Addition</u>	<u>Deduction</u>	<u>Contract to Date</u>
\$148,775.00	1	\$11,935.31		\$ 160,710.31
ACCEPTED BY <u>[Signature]</u>			DATE: <u>9/16/22</u>	
	(Contractor)			
RECOMMENDED BY <u>[Signature]</u>			DATE: <u>9/19/22</u>	
APPROVED BY _____			DATE _____	
	(Owner)			

COMMON COUNCIL RESOLUTION DATE _____

VII

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

September 26, 2022

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

Dear Honorable Body:

In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated October 4th, 2022, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2022 SEP 26 AM 11:47
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

X.



DEPARTMENT OF POLICE

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

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

Memorandum

To: Mayor Tylec / Common Council
From: Chief Glass 182
Date: 09-28-2022
Re: Detective promotion

I intend on promoting Officer Sean Campas to the rank of detective to fill the vacancy created by Detective Stephen Endres. This is a position change to fill a vacancy and will not require a new hire as a replacement officer was already appointed in June.

Officer Campas' promotion will be effective on October 14th, 2022.

Administration of oath will be given by the Honorable Shawn Nickerson on Friday, October 14th, 2022, at 9:00am in the Common Council chambers. Thank you,

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

Keith Glass
Chief of Police
North Tonawanda Police Department

Cc: file

RECEIVED
CITY CLERK'S OFFICE

2022 SEP 29 PM 2:45
NORTH TONAWANDA NY

NORTH TONAWANDA
Dept. of Youth, Recreation, Parks & Seniors

500 Wheatfield Street
North Tonawanda, NY 14120
Phone: (716) 695-8520
Fax: (716) 695-8533



September 29, 2022

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

After securing public bids for the Roof & Gutter Replacement of the Deerwood Restaurant Building, we are advising the bid award to the lowest bid of \$40,000 to Buffalo Roofing.

Buffalo Roofing: \$40,000
Tuscarora Roofing: \$45,400
Ava Roofing & Siding: \$47,515.67

Funds for this project have been allocated through the Capital Funds for Deerwood Improvements.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

2022 SEP 29 AM 11:56
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

XVII

Donna

September 19, 2022

Donna Braun

City Clerk/Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

The September 2022 meeting of the North Tonawanda Traffic Safety Committee was called to order at 1700 hours. Roll call showed the following members present: R. Frank, M. Meisenburg, M. Lemke, M. Anastasi, A. DiBernardo, D. Grinnell. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

- 1.) Mayor Tylec received a request for the speed sign on Sweeney Street. The speed sign was placed on Sweeney Street between Spruce Street and Division Street from 8/22/22 until 9/6/22. Sweeney Street will continue to be monitored by NTPD patrols.
- 2.) Carol Martinez requested a 4 way stop at Washington Street and Phillip Street and remove the stop sign on Washington Street at Monroe Street which is a T-intersection. The committee believes this is a good idea and agrees with the request. The committee will have Meisenburg install 30-day warnings signs at these intersections to see if there are any concerns from the neighborhood.
- 3.) Terry Spencer requested "No Parking" signs on the east side of Strad Avenue during football games. The request would be for emergency vehicles to park in these open spots during the games. The committee checked on this request and found that this was granted in the past and that one of the parking signs was missing. Meisenburg installed a new "No Parking" sign.
- 4.) Joyce Santiago requested that the "No Parking" signs be removed from the front of 1063 Marcia Drive. These signs were originally placed there for a business that is no longer there. The committee looked at this request and agrees that the signs should be removed.
- 5.) James Bain of 404 St. Joseph Drive requested a terrace parking permit. Bain wanted to put a trailer on the terrace. Member Frank advised Bain that due to no curbs on the street that he could park a vehicle on the terrace but could not park his trailer there. Bain stated that he would abide by that decision.

RECEIVED
CITY CLERK'S OFFICE
2022 SEP 22 PM 1:43
NORTH TONAWANDA NY

- 6.) Member Grinnell advised the committee that the Nash Road project is missing crosswalks, has no left turn lanes and no stop lanes. Meisenburg stated that he has been in contact with Accent Stripe who is the sub-contractor for Nash Road.
- 7.) Member Grinnell advised the committee that Nash Road and Walck Road needs right turn only lanes and new signage for the merging lanes. Meisenburg will advise Accent Stripe.
- 8.) Member Grinnell requested a new sign at Erie Avenue and Strad Avenue that advises drivers not to block the street when stopped at the red light. Meisenburg will install a new sign.
- 9.) Member Meisenburg requested in July that the flashing yellow light at Main Street and Island Street be removed. The committee recommended placing an advisory sign for 30 days that informs drivers that this light will be removed. The request was granted. The 30 day time frame had passed without any concerns therefore Meisenburg removed the light.
- 10.) Paul Larbis requested stop signs on Sweeney Street and Service Drive so that boaters could cross the street. Larbis would also like a yellow "Caution" sign attached to the "Stop" signpost so they can be inter changed through out the year depending on the season. Mr. Larbis also requested placing stop signs on Tremont Street by Degraff Hospital. The committee looked at these requests and discussed it at the September meeting. The interchangeable signs on Sweeney Street were denied as they would just cause confusion throughout the year. The stop signs on Sweeney Street were denied due to the curve and it not being safe. The Degraff Hospital stop signs were denied as the committee took the recommendation of the hospital and what they thought was appropriate for the hospital and the parking lot across the street that is not being used.
- 11.) Member Brennon received a request for a 4 way stop at Tremont Street and Vandervoort Street in September. The committee monitored this intersection and discussed this at the committee meeting. If drivers stop at the stop signs that are currently there and look both ways before entering the intersection there doesn't appear to be a problem. There has been one accident there in the last year which was driver error for failure to yield the right of way. The traffic officer will monitor the intersection and advise the committee on the traffic flow.

The next Traffic Safety Meeting will be held on October 15th, 2022.

Travel safely, Robert J. Frank



Department of Police

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

XXV.

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

September 27, 2022

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

Dear Sirs,

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

Respectfully Submitted,

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

Keith T. Glass
Chief of Police

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

KTG/as

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

CRIMINAL

Complaints received and investigated	135
Complaints cleared by arrest or exceptional clearance	75
Complaints ruled unfounded	0
Number of males arrested	29
under 18:	1
over 18:	28
Number of females arrested	7
under 18:	0
over 18:	7
Arrests for other authorities	0
Failure to Appear/Violation of Probation Warrant Arrests	43
Above complaints cleared by J.A.B.	4
Complaints cleared by J.A.B. from previous months	1

TRAFFIC

Traffic summonses issued	635
DWI arrests	8
Parking tags issued	31

MISCELLANEOUS

Miscellaneous service	2,716
Incident reports	123
Vehicle accidents	45
Vehicle accidents (fatal)	0
Vehicle stops	727
Police escorts	0
Prisoner meals	0
Mug shots taken	43
Fingerprints taken	43
Persons missing and located	1
Automobiles stolen	1
Automobiles recovered	1
Automobiles recovered for other authorities	1
Record check fees	\$360.00
Photocopy fees	\$15.00
Fingerprint fees	\$0.00
Fines collected	\$60,407.00
Value of property damaged	\$5,633.00
Value of property stolen	\$145,558.08
Value of property recovered	\$22,437.00

Respectfully submitted,



Keith T. Glass
Chief of Police

<p>NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF AUGUST 2022</p>

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	4	2	
ALL OTHER OFFENSES	22	14	
ARSON	0	0	
BURGLARY	3	1	
COERCION	0	0	
CRIMINAL MISCHIEF	9	3	
CRIM POSS WEAPON	1	1	
DIS CON/HARASS	16	6	
DRUG OFFENSES	5	1	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	43	43	
FORGERY	0	0	
FRAUD (ID THEFT)	3	0	
LARCENY	13	0	
LEAVING THE SCENE	4	0	
MURDER	0	0	
RAPE	0	0	
ROBBERY	1	0	
SEXUAL OFFENSES	3	0	
SIMPLE ASSAULT	3	3	
STOLEN PROPERTY	4	0	
UNAUTH USE M/V	1	1	
VIOLOF PROBATION			
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		5	
TOTALS	135	80	
# OF ABOVE COMPLAINTS CLEARED BY JAB		4	
# CLEARED BY JAB FROM PREV MONTHS		1	

V & T REPORT FOR THE MONTH OF AUGUST 2022

TRAFFIC INFRACTIONS:	
SPEEDING	193
REDLIGHT VIOLATION	31
STOP SIGN VIOLATION	59
NO REGISTRATION	22
NO LICENSE	31
FAULTY EQUIPMENT	42
NO INSPECTION	66
FAILED TO YIELD RIGHT OF WAY	4
SEAT BELT VIOLATION	15
NO INSURANCE	8
LICENSE PLATE VIOLATION	16
IMPROPER TURN	11
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	3
FAILED TO KEEP RIGHT	2
LEAVING SCENE OF INCIDENT	1
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	1
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	0
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	9
UNSAFE BACKING	1
MISCELLANEOUS	<u>66</u>
TOTAL	581

TRAFFIC MISDEMEANORS:	
DWI	8
OPERATING WHILE REGIS. SUSPENDED/REVOKED	11
AGGRAVATED UNLICENSED OPER 3RD	21
AGGRAVATED UNLICENSED OPER 2ND	6
RECKLESS DRIVING	2
LEAVING SCENE INJURY ACCIDENT	1
DISPLAY FORGED CERTIFICATE W/O INSPECTION	0
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	0
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	2
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	0
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	<u>1</u>
TOTAL	52

TRAFFIC FELONIES:	
AGGRAVATED UNLICENSED OPERATION 1ST	0
AGGRAVATED DWI/CHILD IN VEHICLE	2
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	0
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	0
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	<u>0</u>
TOTAL	2

FINES:	(CITY IMPOSED)	
	TRAFFIC	\$56,947.00
	PENAL LAW	\$850.00
	CITY ORDINANCE	\$100.00
	BAIL FORFEITURE	\$0.00
	PARKING TAGS	<u>\$2,510.00</u>
	TOTAL	\$60,407.00

MUG SHOTS: 43 PARKING TAGS: 57 MEAL TICKETS: 64



City of North Tonawanda

Department of Community Development
500 Wheatfield Street
North Tonawanda, New York 14120
716-695-8580
716-614-0519 (fax)

XXXVII

September 29th, 2022

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

Re: Restore NY Communities Initiative

Dear Honorable Body:

Empire State Development recently announced Round 6 of the Restore NY Communities Initiative grant with the purpose of *“providing municipalities with financial assistance for revitalization of commercial and residential properties. The program encourages community development and neighborhood growth through the elimination and redevelopment of blighted structures.”*

Municipalities may apply for up to \$2 Million and eligible projects must *“demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties.”* Successful applications should demonstrate as many of the following as possible: project feasibility, project readiness, location within an urban downtown, location within a Brownfield Opportunity Area, consistent with community redevelopment plan, ability to induce commercial investment, and clearly identified need.

Given the criteria noted above, with a particular emphasis from Empire State Development on project feasibility and project readiness, the Department of Community Development believes that the Lowry School redevelopment project, led by Rochester’s Cornerstone LTD would make a strong application. Lowry Middle School has been vacant and abandoned since 2006 and has become a blighted property along the Payne Avenue corridor. With assistance from the Restore NY program, this would assist in the adaptive reuse of the 95,795 SF property into 87 senior apartments.

The Department of Community Development held a required public hearing for this application on September 27th, 2022 and has met the requirements for publishing the Property Assessment List in the Niagara Gazette.

I kindly request your authorization for the Mayor to sign and submit a grant application for \$2 Million to Empire State Development under the Round 6- Restore NY Communities Initiative, which is due on October 11th, 2022.

I appreciate your consideration in this matter.

Sincerely,



Laura Wilson

Director of Community Development

Where as, Empire State Development Corporation is accepting applications to Round 6 of the Restore NY Communities Initiative grant with the purpose of providing municipalities with financial assistance for revitalization of commercial and residential properties; and

Where as, municipalities may apply for up to \$2,000,000 and eligible projects must demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties; and

Where as, criteria for successful grant applications include project feasibility, project readiness, location within an urban downtown, location within a Brownfield Opportunity Area, consistency with community redevelopment plan, ability to induce commercial investment, and clearly identified need; and

Where as, the City of North Tonawanda has identified one property located at 621 Payne Avenue, the former Lowry Middle School, which meets the Restore NY Communities Initiative criteria; and

Now, therefore, be it resolved, that the North Tonawanda Common Council finds the Lowry Middle School Redevelopment project to be consistent with the City's local urban revitalization plans; that the proposed financing is appropriate for the project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances facilities in a manner that will attract, create and sustain housing opportunities; and

Be it further resolved, that the North Tonawanda Common Council hereby authorizes the Mayor to sign and submit a grant application request in an amount of \$2 Million to Empire State Development Corporation for the Restore NY Communities Initiative.



September 26, 2022

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

RE: Sweeney Street Cemetery Tours

Dear Honorable Body,

I am writing to you to request the use of Sweeney Street Cemetery on the October 21st, 22nd, 28th and 29th from 5-8:30pm for historical tours guided by the NT History Museum. We are honoring the former residents of North Tonawanda, there will be nothing spooky or disrespectful about the tour. If you have ever attended the Forest Lawn tour, we are modeling ours after that with historical characters at the grave giving a brief history of their lives. We will have lanterns and every guest will have a flash light and there will be a visible pathway to navigate through.

We will have a tent at the gate and be selling tickets, cider, donuts and the History Museum will be selling hoodies and some of their goods. We are attaching our insurance policy that has the City of North Tonawanda on it to show you are covered. We are doing this in conjunction of the Carousel Museum, we are trying to highlight the city non-profits and we believe this is going to be a huge success. We look forward to doing this event for many years to come and hope to see you all there!

Thank you,

Lauren Schulte
President, Oliver Street Merchants Association

Enclosed: Proof of Insurance, flyers



FUN FOR ALL AGES!

HISTORICAL TOUR OF SWEENEY CEMETERY!

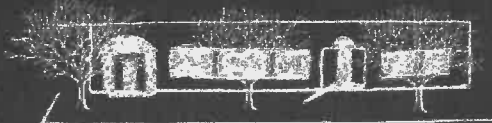
Dates & Times:

**October 21st (Fri), 22nd (Sat),
28th (Fri) & 29th (Sat)**

Tour Time Slots:

6PM - 6:45PM or 7:30 - 8:15PM

**6 & UNDER: FREE
CHILD (7 - 17): \$8
ADULT (18 +): \$12
INCREASING THE NIGHT-OF!**



North Tonawanda History Museum



SCAN ME

NIGHT HALLOWEEN TOUR PACKAGE



6:00 - 6:45
CEMETERY TOUR

OCTOBER 21ST,
22ND, 28TH, &
29TH

7:00PM - 9:00PM
HCFM MUSEUM
TOUR

\$30 PER PERSON
FOR COMBINED
TOUR TICKET
REGISTRATION REQUIRED



Combined ticket for 16+ Only!
Tours are available in package or separate
Cemetery Tour is "all ages"



*Museum Tour includes historical information that is unsuitable for children**