

## PLEDGE OF ALLEGIANCE

**Also Present:** Mayor Austin J. Tylec  
Assistant City Attorney Mario Gregori

**AUDIENCE PARTICIPATION – NONE**

**CARRIED.**

**CARRIED.**

12-17-2024



**I.3 Mayor**

**December 17, 2024**

**North Tonawanda Common Council  
City Hall /216 Payne Avenue  
North Tonawanda NY 14120**

**Re: Appointments to the City Cemetery Board Members**

**Dear Honorable Body:**

**Please be advised that I am appointing the following members to the City Cemetery Board:**

- 1. Andrea Williams, 78 Jackson Ave North Tonawanda NY 14120 effective January 1, 2025, for a two (2) year term, expiring December 31, 2026**
- 2. Diane Clark, 15 D’Angleo Drive, North Tonawanda NY 14120 effective January 1, 2025, for a two-year term, expiring December 31, 2026**

**Thank you for your attention to this matter**

**Respectfully,  
Austin Tylec  
Mayor**

**MOVED by Alderman Lavey                      SECONDED by Alderman Schmigel  
That the Common Council hereby receives and files the appointments of Andrea Williams  
and Diane Clark to the City Cemetery board for a two (2) year term.  
Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo                      (5)  
Nays: None                      (0)  
CARRIED.**

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**I.4 Mayor**

**December 17, 2024**

**North Tonawanda Common Council  
City Hall /216 Payne Avenue  
North Tonawanda NY 14120**

**Re: Re-Appointment of City Market Clerk**

**Dear Honorable Body:**

**Please be advised that I am re-appointing Christian Delprince 800 Thomas Fox West Drive,  
North Tonawanda, NY 14120 as the City Market Clerk, effective January 1, 2025, for a one  
(1) year term expiring December 31, 2025**

**Thank you for your attention to this matter**

**Respectfully,  
Austin Tylec  
Mayor**

**MOVED by Alderman Lavey                      SECONDED by Alderman Schmigel  
That the Common Council hereby receives and files the re-appointment of Christian  
Delprince as the City Market Clerk, for a one-year term.  
Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo                      (5)  
Nays: None                      (0)  
CARRIED.**

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**I.5 Mayor**

**December 17, 2024**

**North Tonawanda Common Council  
City Hall /216 Payne Avenue  
North Tonawanda NY 14120**

**Re: Appointment of the Bingo Commissioner**

**Dear Honorable Body:**

**Please be advised that I am appointing Fern Lew, 361 Walck Rd, North Tonawanda, NY 14120 as the Bingo Commissioner, effective January 1, 2025, for a one (1) year term expiring December 31, 2025**

**Thank you for your attention to this matter**

**Respectfully,  
Austin Tylec  
Mayor**

**MOVED by Alderman Lavey                      SECONDED by Alderman Schmigel  
That the Common Council hereby receives and files the appointment of Fern Lew to the  
Bingo Commissioner, for a one-year term.  
Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo                      (5)  
Nays: None                      (0)  
CARRIED.**

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**I.6 Mayor**

**December 17, 2024**

**North Tonawanda Common Council  
City Hall /216 Payne Avenue  
North Tonawanda NY 14120**

**Re: Appointment of Board of Assessment Review Committee**

**Dear Honorable Body:**

**Please be advised that I am appointing Lou Santiago, 147 8<sup>th</sup> Avenue North Tonawanda, NY 14120 to the Board of Assessment Review Committee, effective immediately until September 30, 2029, to replace Althena Tucker-Pasiak whose term ended September 30, 2024.**

**Thank you for your attention to this matter**

**Respectfully,  
Austin Tylec  
Mayor**

**MOVED by Alderman Lavey                      SECONDED by Alderman Schmigel  
That the Common Council hereby receives and files the appointment of Lou Santiago to  
the Board of Assessment Review Committee, effective immediately.  
Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo                      (5)**

Nays: None (0)  
CARRIED.

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I.7 Mayor

December 17, 2024

North Tonawanda Common Council  
City Hall /216 Payne Avenue  
North Tonawanda NY 14120

Re: Re-Appointment to the North Tonawanda Zoning Board of Appeals

Dear Honorable Body:

Please be advised that I am re-appointing Scott Kuebler 220 Tremont Street, North Tonawanda, NY 14120 to North Tonawanda Zoning Board of Appeals, effective January 1, 2025 for a term of five (5) years, expiring December 31, 2029.

Thank you for your attention to this matter

Respectfully,  
Austin Tylec  
Mayor

MOVED by Alderman Lavey                      SECONDED by Alderman Schmigel  
That the Common Council hereby receives and files the re-appointment of Scott Kuebler to the Zoning Board of Appeals effective January 1, 2025 for a 5 year term, expiring December 31, 2029.  
Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo (5)  
Nays: None (0)  
CARRIED.

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II. 1 Attorney

December 5, 2024

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

Re: Proposed Local Law No.1 for 2025 – Establishing Sewer Rates for 2025

Dear Honorable Body:

Attached, for your consideration, is the proposed Local Law No. 1, establishing new sewer rates for 2025 for the City of North Tonawanda. The “aging” requirement has been met, and a Public Hearing was held on December 3, 2024.

Should your Honorable Body concur, please pass a resolution to adopt Local Law No. 1 at this time, so as to move the process forward under General Municipal Home Rule Law §20(4). Should you have any questions, please do not hesitate to contact me.

Very truly yours,  
Edward A. Zebulske, III  
City Attorney

MOVED by Alderman Lavey                      SECONDED by Alderman Schmigel  
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 December 17, 2024, approves the Resolution for

**Local Law No.1 of 2025 -A Local Law of the City of North Tonawanda, New York to Establish Sewer Rates for 2025 and it reads as follows:**

**LOCAL LAW NO.1 FOR 2025  
ESTABLISHING SEWER RATES FOR 2025**

**Section 1. – Section 75-15 of the City Code of the City of North Tonawanda, is hereby amended to read:**

**Section 75-15 Establishment of Rates**

- a) The sewer rent for 2025, is established according to a formula wherein the capital costs for such sanitary sewer system are recovered one hundred percent (100%) from water consumption through the sewer fund, and the costs of operation and maintenance of the sewage treatment system are recovered one hundred percent (100%) from water consumption through the sewer fund.
- b) Billing Schedule, additional charges.
  - 1. A minimum charge of fifteen dollars (\$15.00) per quarter is established and the gallons of consumption used associated with minimum will be zero.
  - 2. The sewer rent rate for 2025 for a meter consumption shall be six dollars (\$6.00) per thousand gallons of water consumption and shall be assessed and collected in conformance with the following schedule:

<u>Billing Month</u>
June
September
December
March

The sewer rent rate will be in effect – March of 2025, June 2025, September 2025 & December 2025

**This Local Law shall take effect immediately upon filing with the Secretary of State and Shall apply to the March 2025 billing and all billings in June 2025, September 2025 & December 2025.**

<b>Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo</b>	<b>(5)</b>
<b>Nays: None</b>	<b>(0)</b>
<b>CARRIED.</b>	

**II. 1 Attorney**

**December 10, 2024**

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

**RE: Proposed Memorandum of Agreement Between the City of North Tonawanda, and the North Tonawanda Professional Firefighters, IAFF Local 1333, for Approval of a Change in their Medical Advantage Plan Provider**

**Dear Honorable Body:**

**Attached, for your consideration, is the proposed Agreement between the City of North Tonawanda and the North Tonawanda Professional Firefighters, IAFF Local 1333, approving a change in their Medical Advantage Plan provider under Article 12.32 of their CBA from United Healthcare Plan to Highmark.**

**After review, should your Honorable Body concur, please pass a resolution approving the above-referenced Agreement, subject to any further review by the City Attorney.**

**Very truly yours,  
Edward A. Zebulske, III  
City Attorney**

**MOVED by Alderman Lavey                      SECONDED by Alderman Marranca**

**That the Common Council at a regular meeting, approves the proposed Memorandum of Agreement Between the City of North Tonawanda and the North Tonawanda Professional Firefighters, IAFF Local 1333 for their Medical Advantage Plan Provider**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF NORTH TONAWANDA  
AND THE  
NORTH TONAWANDA PROFESSIONAL FIREFIGHTERS IAF LOCAL 1333**

**WHEREAS**, the City of North Tonawanda (“City”) and the North Tonawanda Professional Firefighters, IAFF Local 1333, are parties to a collective bargaining agreement (“CBA”); and

**WHEREAS**, the parties have a dispute with respect to a change in health insurance and compliance with Article 12.32 of the CBA;

**NOW, THEREFORE**, the parties wish to enter into the following Memorandum of Agreement (“MOA”) to resolve their dispute:

1. The City agrees that the coverage provided by the Medicare Advantage Plan offered by Highmark is the same or better than the previous plan, said plan being the United Healthcare Plan. In the event the Medicare Advantage Plan by Highmark does differ, the City agrees to cover any healthcare expense approved by Medicare and not covered under the Medicare Advantage Plan by Highmark that was covered under the United Healthcare Plan. Any such reimbursement to pay for that expense shall be made within 45 days of the City's or member's notification of such error.
2. The City shall also provide the member with any and all communications with Highmark regarding refusal of payment, refusal of procedure approval or any other refusal of anything covered in previous plan. The burden of rectifying the situation to provide the payment or coverage shall be the City's.
3. All of the terms of the parties' CBA not otherwise addressed in this MOA shall remain in full force and effect, except as specifically detailed herein, and any violation of this agreement is subject to the grievance and arbitration provisions of the parties' CBA>
4. The parties agree that this MOA is non-precedent setting and does not alter the terms and conditions of employment consistent with the parties' collective bargaining agreement and applicable law.

NORTH TONAWANDA PROFESSIONAL CITY OF NORTH TONAWANDA  
FIREFIGHTERS, IAFF LOCAL 1333

By: \_\_\_\_\_ By: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo (5)**  
**Nays: None (0)**  
**CARRIED.**

### III. Clerk/Treasurer

**December 10, 2024**

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

**12-17-2024**

**Re: East Hill Foundation Grants-2025**

**Dear Honorable Body:**

We have been advised that the grants for the 2025 year have been approved by the East Hill Foundation for area non-profit organizations, as required under their PILOT Agreement with the City of North Tonawanda. As you know, the grants must total \$50,000.00, per the agreement dated July 1, 2012. These payments represent Year 13 (January 1, 2025 to December 31, 2025) pursuant to Section 3 of the Agreement. The 2025 grants and recipients are attached for your information.

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

Sincerely,  
Donna L Braun  
City/Clerk Treasurer

**MOVED** by Alderman Schmigel                      **SECONDED** by Alderman Marranca  
That the Common Council at a regular meeting, received and filed the 2025 East Hill Foundations approved grants to eight nonprofit organizations per the Agreement dated July 1, 2012.

**Ayes:** Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo (5)

**Nays:** None (0)

**CARRIED.**

**IV.1 Engineer**

**December 9, 2024**

**Honorable Austin J Tylec  
And Common Council Members  
City Hall /216 Payne Avenue  
North Tonawanda NY 14120**

**Re: Project 2024-04 Farnsworth Extension Project  
Approval of Change Order No.1 and Final Project Acceptance**

**Dear Honorable Body:**

Approval of Change Order No. 1, balancing the project and addressing extra work, and Final acceptance of the Farnsworth Extension Project is hereby requested. The change order is a deduct change order. Attached is the change order showing the additions and deductions at the end of the project.

Accordingly, I respectfully request that the Common Council approve the deduct Change Order No. 1 for the Farnsworth Extension Project in the Amount of \$21, 047.41 with Milherst Construction, 10025 County Road, Clarence Center, Ny 14032; decreasing the Contract amount from \$221,120.10 to the final contract amount of \$200,072.69, 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 the review by the City Attorney.

Also requested, is that the Council adopt a resolution that the City accepts responsibility For the maintenance, repair and all legal responsibilities for this new section of Farnsworth Avenue from Meadow Drive to the previously dead end of Farnsworth, south of Castlebar Drive, approximately 100 LF.

Very truly yours,  
Chelsea Spahr, P.E.  
City Engineer

12-17-2024



**MOVED by Alderman Lavey**

**SECONDED by Alderman Loncar**

**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 December 17, 2024, approves the deduct Change Order No. 1 for the Farnsworth Extension Project in the Amount of \$21, 047.41 with Milherst Construction, 10025 County Road, Clarence Center, NY 14032; decreasing the Contract amount from \$221,120.10 to the final contract amount of \$200,072.69, and authorizes the Mayor to sign said change order. The Common Council accepts this project as complete and accepts responsibility for the maintenance, repair and all legal responsibilities for this new section of Farnsworth Avenue from Meadow Drive to the previously dead end of Farnsworth, south of Castlebar Drive, approximately 100 LF.**

**Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo**

(5)

**Nays: None**

(0)

**CARRIED.**

## IV.2 Engineer

**December 11, 2024**

**Honorable Austin J Tylec  
and Common Council Members  
City Hall /216 Payne Avenue  
North Tonawanda NY 14120**

**Re: 2024-01 Downtown Revitalization Initiative (DRI) Oliver Street Walkability & Implementation of Smart Growth 2.0-Street Lighting**

**Dear Honorable Body:**

**Part of the plans for the DRI Oliver Street Walkability and Smart Growth 2.0 is to add New street lighting to areas of Charlie Fleishmann Park and Oliver Street between Sweeney Street and Thompson Street.**

**We estimate that there will be approximately 50 new streetlights installed in total.**

**I recommend that the Council resolve to authorize approval of installation of new street lighting at Charlie Fleishmann Park and on Oliver Street between Sweeney and Thompson and that the City Clerk be directed to send a copy of the Council's Resolution to Ms. Bernice Montague, Customer Representative for National Grid.**

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

**Very truly yours,  
Chelsea Spahr P.E.  
City Engineer**

**MOVED by Alderman DiBernardo**

**SECONDED** by Alderman Lavey

**That the Common Council hereby authorizes the approval of 50 new streetlights to be installed at Charlie Fleishmann Park and on Oliver Street Between Sweeney and Thompson streets.**

**Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo**

(5)

**Nays: None**

(0)

**CARRIED.**

**AMENDED 01/20/2025**

## V. Supt. Water/Wastewater

**December 9, 2024**

12-17-2024

**Honorable Body:**

**Based upon our experience with this company and past results, I recommend that G&G Municipal Consulting be awarded the contract for professional services performing the income survey at the price of \$48,900.00 + postage.**

**Very truly yours,**  
**Jason W. Koepsell**  
**Superintendent Water/Wastewater**

**Ayes: Alderman Schmigel, Lavey, Loncar, Marranca, DiBernardo (5)**  
**Nays: None (0)**  
**CARRIED.**

## VII. Accountant

**Honorable Austin J. Tylec, 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 December 17<sup>th</sup>, 2024 and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.**

**Warm regards,  
Jeffrey R. Zellner  
City Accountant**



**Honorable Mayor Tylec & Common Council  
216 Payne Avenue  
North Tonawanda NY 14120**

**Re: Budget Request for Landlord Policy and Additional Code Enforcement Officer**

The City of North Tonawanda currently has approximately 5,000 rental units, a number that continues to grow. As we work diligently to address code violations, maintain accurate rental and tenant information, conduct safety inspections, and review building permits, the demand for additional resources in our department has become increasingly urgent.

Given the ongoing development in our city and the negative impact absentee landlords have on our neighborhoods, I am requesting that the 2025 budget include funding for an additional Code Enforcement Officer (Group VII, Step 1 at \$48,228.00). This position is essential for the Building Department to carry out New York State mandated inspections of two family and multi-unit dwellings and to support other critical code enforcement duties.

To cover the costs of this position and to modernize our outdated permitting software, I am proposing the attached Rental Dwelling Unit Registration Policy. This program will help fund the expenses incurred by our department, while also establishing a framework to address absentee landlords, combat neighborhood blight and ensure the safety of rental properties.

The addition of this position along with the proposed program and funding, is critical for the Building Department to meet State requirements and maintain the quality of rental housing for our residents.

Thank you for your attention to this important matter

**Respectfully Submitted  
Robert C. DePaolo  
Building Inspector**

**MOVED by Alderman DiBernardo      SECONDED by Alderman Lavey  
That the Common Council hereby approves the Budget requested Landlord Policy and Part Time Code Enforcement Officer, not to exceed \$30,000.00, for a review of the program after one year.**

**Rental Dwelling Unit Registration Application  
City of North Tonawanda**

**Purpose and Scope**

The article establishes rules, regulations, and enforcement procedures for identifying owners of rental housing units and providing a mechanism for legal process service. Its objectives are to preserve housing stock and ensure the health, safety, and welfare of the public.

**Definitions**

- **Dwelling Unit:** Any building used or intended for living or sleeping by occupants.
- **Multiple Dwelling:** A building with three or more dwelling units.
- **Owner:** Includes individuals or entities with legal title or control over rental units.
- **Rental Unit:** Any residential unit not solely occupied by the owner.

**Registration Requirements**

Owners and lessors of rental units or multiple dwellings outside Niagara County or adjacent counties must register with the North Tonawanda Building Department. They must provide contact information for property managers or responsible parties within Niagara County or adjacent counties.

**Effects of Denial or Revocation**

- **Vacant Units:** No rental or occupancy is allowed until registration is reissued.

- **Occupied Units:** Units posing immediate health hazards must be vacated within 30 days of notice. Notices are served to the owner and posted at the building.

### **Registration Term and Renewal**

Registration is valid for one year and must be renewed annually. Applications for renewal must be submitted 60 days before expiration.

### **Transfer of Registration**

Registration can be transferred to a new owner for the remainder of the registration term, provided the transfer application is filed within 30 days of ownership change.

### **Revocation of Registration**

Registration may be revoked for reasons including fraud, non-compliance with the code, or tax arrears. The Code Enforcement Office will issue a written statement outlining revocation reasons.

### **Duties of Certificate Holders**

- Post the registration certificate in a common area or provide it upon request.
- Comply with state, county, and local laws, including smoking policy disclosures in rental agreements.

### **Penalties**

Failure to register or pay fines can result in fines ranging from \$250 to \$2,500 and may become a lien on the property.

### **Inspection and Compliance**

Registration implies consent to inspections by the Code Enforcement Office to ensure compliance with housing codes.

#### **1. Notice of Violation**

Notices will detail violations and give up to 30 days for correction, with possible extensions granted for sufficient cause.

#### **2. Tenant Accountability**

Tenants are responsible for maintaining the unit and complying with occupancy limitations and sanitary conditions.

#### **3. Public Hearing**

Any person affected by any notice or order which has been issued under any provision of this chapter or of any rule or regulation adopted pursuant thereto may request a hearing with the City Attorney. Any such appeal shall be in the form of a written petition from such person and shall contain a brief statement of the grounds of their appeal.

#### **4. Appeals Process**

Individuals can appeal notices or orders to the mayor within five days, and emergency orders can be issued without prior notice. In the event of a decision from the City Attorney that upholds any denials, revocations, suspensions or fines, the Petitioner may request a review of said decision with the Mayor. Said request for review shall be in the form of a written request and received by the Mayor's Office no later than five (5) days after the issuance of the City Attorney's decision.

#### **5. Public Database**

The Code Enforcement Office will maintain a public database of registered rental units, including owner and manager details.

#### **6. Proof of Registration**

Certificates can be issued upon request and remain valid for one year or until ownership changes.

#### **7. Fees**

There is no initiation application fee; however, an annual registration fee of \$35 per unit per year is required, with a cap of \$140 for buildings with four or more units. Registration fee is not required by owner-occupied rental buildings with 2 rental units or less. Proof that owner resides at a property may be required by the Code Enforcement Office.

## 8. Severability and Remedies

The article's provisions are independent and do not affect other legal remedies or housing codes.

### Rental Dwelling Unit Registration City of North Tonawanda

#### 51D-1. Purpose.

The purpose of this article is to establish rules, regulations and enforcement procedures for the identification of owners, as defined below, of rental housing units and to provide a means to effectuate service of legal process upon such owners or authorized agents of rental housing units located in the City of North Tonawanda. This article is intended to preserve the City's existing housing stock and to protect the health, safety and welfare of the general public.

#### § 51D-2. Word usage; definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

##### A. Word usage.

- (1) Whenever the words "dwelling" and "dwelling unit," "rooming house," "rooming unit," "premises" and "structure" are used in this article, they shall be construed as though they were followed by the words "or any part hereof."
- (2) Whenever the phrase "any provision of this article" is used in this article, it shall be construed as though it were followed by the words "or any rule or regulation adopted pursuant thereof."
- (3) Whenever the words "Code Enforcement Officer, Director of Code Enforcement and/or Code Enforcement Inspector" are used, it shall be construed to mean or be equivalent to the "Chief Building Inspector of the City of North Tonawanda."

##### B. Definitions. As used in this article, the following terms shall have the meanings indicated:

DWELLING UNIT — Any building, except for temporary housing, which is used or intended to be used for living or sleeping by human occupants.

MULTIPLE DWELLING — Any dwelling containing three (3) or more dwelling units.

OCCUPANT — Any person over one year of age living, sleeping, cooking or eating in or having actual possession of a dwelling unit or rooming unit, unless otherwise provided.

OPERATOR — Any person who has charge, care or control of a building, or a part thereof, in which units are let.

OWNER — Any person who, alone or jointly or with others shall have legal title (including through a land contract) to any rental unit or multiple dwelling, with or without accompanying possession thereof, or shall have charge, care or control of any rental unit or multiple dwelling as either owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any person thus representing the actual owner according to the definition provided shall be bound to comply with the provisions of this article to the same extent were he or she the owner.

PERSON — Any party, land contract, individual, firm, corporation, limited-liability company, association, partnership or any other similar entity.

RENTAL UNIT — Any residential dwelling, dwelling unit, rooming house or rooming unit not solely occupied by the owner.

RESIDENCE — That place where a person maintains a fixed, permanent and principal home and to which he, wherever temporarily located, always intends to return. Any two of the following may be considered by the Building Department as proof of residency; a valid New York State driver's license, New York State voter registration card, utility bills, 911 service listing, New York State income tax return, social security statement and/or automobile registration.

#### § 51D-3. Registration of rental units

- A. Owners and lessors, or their respective agents, of rental housing units or multiple dwellings who do not reside or maintain a principal place of business within Niagara County, New York, or an adjoining county of Niagara County, New York, shall, within two months after the effective date

of this provision or within 30 days from the date of mailing forms by the Code Enforcement Officer, whichever occurs first, register with the Building Department each rental housing unit or multiple dwelling they own or operate in the City of North Tonawanda. The following information shall be provided:

- (1) The names and addresses of the owner and/or lessor and of his or her respective property manager, agents or other person responsible for the maintenance of the leased premises. The address shall not be a post office address.
  - (2) If the property is titled to an LLC, Corporation or any other entity not consisting of individuals or multiple individuals, the names and addresses of all Managers, Share Holders, Trustees, Officers or any other individuals with ownership interest, shall be provided.
  - (3) The name, address, and phone number(s) of a property manager or other person responsible for the maintenance of the leased premises located within Niagara County, New York or a contiguous county in the State of New York, who can be reached 24 hours per day seven days a week, and upon whom violation orders may be served within the County of Niagara, State of New York, or a contiguous county in the State of New York.
  - (4) All applicants must provide a copy of their photo identification upon submission of application.
  - (5) Such other appropriate information as may be requested, including, but not limited to, number of units, number and type of rooms, number of stories, type of heating system and location of such, sprinkler system and fire alarm controls, etc.
- B. It shall be the responsibility of the property owner to maintain all information provided to the Code Enforcement Office pursuant to this article, and such owners must inform the Code Enforcement Office of any change in the information provided within ten (10) days of the change. Failure to maintain the information provided to the Code Enforcement Office pursuant to this article shall subject the owner to the penalties provided for in § 51D-9 of this article.

#### **§ 51D-4. Effect of Denial or Revocation**

- A. Vacant Units. In the event of denial or revocation of rental dwelling unit registration, no further rental and occupancy of dwelling units then vacant shall be permitted until a rental dwelling unit registration certificate has been issued,
- B. Occupied Units: Immediate Hazard. In addition to other penalties under this chapter, when a rental dwelling unit registration certificate has been denied or revoked due to reasons which, at the discretion of the code enforcement office, present violations of the housing code that create and immediate hazard to the health and safety of the occupants, the dwelling units containing such violations shall be vacated within a period of time set by the Code Enforcement Inspector. The period determined by the Code Enforcement office shall be in writing and direct the owner and occupants of the dwelling units containing such violations to vacate the premises within a period of time not to exceed thirty (30) days, as determined by the Code Enforcement office. This notice shall be mailed by first class mail to the owner at the address provided by the owner pursuant to §51D-3 of this chapter or personally served upon the owner by delivering the notice to the owner or by delivering the notice to a person of suitable age and discretion at the owner's residence or place of business. The Code Enforcement office's determination shall also be posted at the subjected building and, to the extent possible, it shall also be posted conspicuously at each dwelling unit. Vacated dwelling units shall not be reoccupied until a rental dwelling unit registration certificate has been issued.
- C. The notices provided under this section shall not be used to institute or deemed to establish sufficient grounds for a summary eviction proceeding under the Real Property Actions and Proceedings Law.
- D. Failure to comply with the inspection requirement shall result in denial or immediate revocation of the rental dwelling unit certificate.

#### **§ 51D-5. Term of Rental Dwelling Unit Registration**

A rental dwelling unit registration issued pursuant to § 51D-3 shall renew on an annual basis pursuant to the issue date, unless revoked sooner pursuant to § 51D-11. Within sixty (60) days prior to the expiration of a rental dwelling unit certificate, the owner shall make written application for a rental dwelling unit registration certificate in accordance with § 51D-3 of this chapter. The term of a

rental dwelling unit certificate shall not extend past the 1-year its date of issuance unless decided on by the Code enforcement Office.

#### **§ 51D-6. Transfer of Rental Dwelling Unit Registration.**

A rental dwelling unit registration issued pursuant to this chapter is transferrable to any person who has acquired ownership of a registered building for the unexpired portion of the registration term, provided that a transfer application for the rental dwelling unit certificate is filed with the Code Enforcement Inspector within thirty (30) days of the title transfer, the information required by § 51D-3 is provided and the dwelling units are in compliance with the housing codes.

#### **§ 51D-7. Revocation of Rental Dwelling Unit Registration Certificate**

- A. A rental dwelling unit registration certificate issued pursuant to this chapter may be revoked by the Code enforcement office for any one or more of the following reasons:
  - (1) Fraud, misrepresentation, or a false statement to a material fact in the application.
  - (2) A finding that a rental dwelling unit registration certificate was issued in error and not in accordance with applicable law.
  - (3) A violation of any of the provisions of this chapter, including noncompliance with a notice of violation pursuant to § 51D-11
  - (4) The Code Enforcement Office, or other designated representatives of such, determines the rental dwelling unit does not substantially conform with this chapter or the New York State Uniform Fire Prevention and Building Code.
  - (5) A finding by the Code Enforcement office that the owner or other persons responsible for payment of property taxes of the rental dwelling unit is in arrears on said property taxes.
- B. Prior to such revocation, the Code Enforcement office shall review the findings. The Code Enforcement office shall issue a written statement setting forth the reasons for such revocation.

#### **§ 51D-8. Duties of Certificate Holder**

Every holder of a rental dwelling unit certificate shall:

- A. Conspicuously post the certificate in a protected mounting in the public corridor, hallway or lobby of the building for which the certificate was issued. This posting shall be in a common entrance. If no common entrance exists, then the posting shall be made at the entrance of each dwelling unit. An alternative to such posting, the certificate shall be produced by the owner, or other responsible parties at the request of the tenant, a prospective tenant, or upon the demand of the Code Enforcement office.
- B. Conform with all other applicable state, county, and local laws and regulations on matters not specifically addressed in this chapter.
- C. The rental agreement or lease for a dwelling unit regulated under this chapter must include a disclosure of the smoking policy for the premises on which the dwelling is located. The disclosure must state whether smoking is prohibited on the premises, allowed on the premises, or allowed in limited areas on the premises. If the smoking policy allowed smoking in limited areas, the disclosure must specify the areas on the premises where smoking is permitted.

#### **§ 51D-9. Penalties for offenses.**

- A. A failure to register any rental unit or multiple dwelling required to be registered under this article shall be a violation, and any person or entity convicted of such violation shall be punished as follows:
  - (1) Upon the first conviction, a fine of not less than \$250, but not exceeding \$500; and
  - (2) Upon a second such conviction within a twelve-month period, a fine of not less than \$500, but not exceeding \$2,500.
- B. Failure to register and/or pay a fine within 30 calendar days of the court order imposing the fine shall thereupon become and be a charge and lien upon the real property of the rental housing unit and shall be collected the same as other taxes upon the rental housing unit.

#### **§ 51D-10. Enforcement Inspection Criteria and Authority**



- A. Upon the rental dwelling unit registering with the Code Enforcement office, the owner of the rental dwelling unit consents to the inspection of the dwelling unit by the Code Enforcement office or another designated representative. The Code Enforcement office, or designated representative may make an inspection of the rental dwelling unit to determine whether or not such rental dwelling unit is in substantial compliance with this chapter and the New York State Uniform, Fire Prevention and Building Code. At the conclusion of said inspection, the Code Enforcement office, or designated representative, shall provide the owner, or the owner's representative, at the inspection with a copy of the results of the inspection.
- B. If the Results of the inspection conducted pursuant to § 51D-10 above demonstrate that the dwelling unit is in substantial compliance with this chapter and the New York State Uniform, Fire Prevention and Building Code, the owner shall be entitled to retain his/her rental dwelling unit certificate.

**§ 51D-11. Notice of Violation.**

- A. Whenever the Code Enforcement Office Determines that a building or dwelling unit contained therein is in violation of the housing code, he/she shall issue a notice of violation setting forth at a minimum:
  - (1) The location of the subject property.
  - (2) Specific violations of the City Code; and
  - (3) A reasonable time, not to exceed thirty (30) days, for the correction of any violations.
- B. Such notice may contain any additional information as determined by the code enforcement office which may be necessary to achieve the goals of this chapter.
- C. For the purposes of this chapter, the Code Enforcement office, upon good cause shown, may grant additional time to correct violations of the housing code beyond thirty (30) days for sufficient cause as determined by the code enforcement office. Any such extension shall be issued in writing by the code enforcement office stating the reasons for such extension and otherwise in accordance with the requirements of this section.
- D. The notice of violation may be mailed by first class mail to the address provided by the owner pursuant to § 51D-3 of this chapter.

**§ 51D-12. Tenant Accountability.**

- A. With respect to the dwelling unit which the tenant occupies, controls or uses, the tenant shall be responsible for the following:
  - (1) Occupancy limitations and the lawful use of a dwelling unit.
  - (2) Maintenance of the dwelling unit in a clean safe and sanitary condition.
  - (3) Maintenance of plumbing, cooking, and refrigeration equipment, appliances, fixtures and facilities contained in the dwelling unit in a clean and sanitary condition and providing reasonable care in the operation and use thereof.
  - (4) Keeping exits in the dwelling unit free and clear.
  - (5) Disposing of garbage and refuse into provided facilities in a sanitary manner and keeping the dwelling unit free and clear from garbage, refuse, and debris.
  - (6) Keeping domestic animals and pets in an appropriate manner and under control.
- B. To the extent that the owner can provide the Code enforcement office with competent evidence that tenants have not complied with the above standards or that tenants have contributed to the existence of housing code violations at the property, the Code enforcement office may deem such circumstances to be sufficient cause to extend time for the correction of the violations pursuant to § 51D-11 of this chapter.

**§ 51D-13. Appeals.**

- A. Any person affected by any notice or order which has been issued under any provision of this chapter or of any rule or regulation adopted pursuant thereto may request a hearing with the City Attorney. Any such appeal shall be in the form of a written petition from such person and shall contain a brief statement of the grounds of their appeal. At said hearing such person shall be given an opportunity to show why such notice or order should be modified or withdrawn. No such hearing shall be required unless the written petition is received by the Building Department or City Attorney within five (5) days after the date the notice or order was issued. After such

hearing, the City Attorney may sustain, modify, or withdraw the notice or order complained of by the petitioner, depending upon their findings as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with. After any such hearing, in the case of any notice or order has been suspending any permit required by this chapter, when such notice is sustained by the City Attorney, such suspended permit shall be deemed to have been revoked. The results of the hearing, including the findings and the decision of the City Attorney shall be reduced to writing and entered as a matter of public record with the City Clerk. Such records shall also include a copy of every notice or order issued in connection with the matter. In the event of a decision from the City Attorney that upholds any denials, revocations, suspensions or fines, the Petitioner may request a review of said decision with the Mayor. Said request for review shall be in the form of a written request and received by the Mayor's Office no later than five (5) days after the issuance of the City Attorney's decision.

- B. No provision or requirement herein contained for a review shall in any way whatsoever affect or impair the right of the code enforcement office to at any time bring such legal proceedings, actions, or prosecutions as otherwise or elsewhere are permitted by law or ordinance.
- C. Whenever the code enforcement office finds that an emergency exists which requires immediate action to protect the public health, he/she may, without notice or review, issue an order reciting the existence of such an emergency and requiring that such action be taken as he/she deems necessary to meet the emergency. Notwithstanding the other provisions of this chapter, such an order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately but upon written petition to the Code enforcement office, shall be afforded a review as soon as possible. After such review, depending upon his/her finding as to whether the provisions of this chapter and the rules and regulations adopted pursuant thereto have been complied with, the code enforcement office shall continue such order in effect or modify or revoke it.

#### **§ 51D-15. Public Database to be Maintained.**

The Code Enforcement Office shall maintain, for public review, a database of rental units or multiple dwellings registered pursuant to this article. That database shall list the name of the owner or lessor and the owner's addresses. It shall also include the name, local address and phone number of the property manager, agent or person otherwise responsible for the maintenance of the building. It shall also state whether there is a currently valid certificate of registration on file for each building.

#### **§ 51D-16. Proof of registration.**

A certificate of registration may be issued for any rental housing unit, regardless of whether it is required to be registered by § 51D-3 of this article, pursuant to the request of owners, lessors or lessees. A certificate of registration shall be issued and shall remain in effect for one year or until a change of ownership, whichever occurs first.

#### **§ 51D-17. Fees.**

There is no initiation fee at the time of application, for the issuance of a rental dwelling unit registration certificate. The certificate shall be valid for one (1) year. Upon registration or renewal of application, the owner shall pay a fee of \$35.00 per rental dwelling unit per year during the (1) year term. Registration fee is not required by owner-occupied buildings with 2 rental units or less. Rental properties exceeding 4-units shall not pay more than the 4-units, totaling \$140.

#### **§ 51D-18. Severability.**

Each and every clause, sentence, paragraph and section in this article is separately written; in the event that any such provision should be decided by a court of competent jurisdiction to be unconstitutional or invalid, such a decision does not affect the validity of this article as a whole, or any part thereof, other than the part declared to be unconstitutional or invalid.

#### **§ 51D-19. Remedies not exclusive.**

The provisions of this chapter are not exclusive and are in addition to and do not supersede or preempt other remedies or provisions of the town, state, or federal laws and housing codes as may apply.

Ayes: Alderman Schmigel, Lavey, Marranca, Loncar, DiBernardo (5)  
Nays: None (0)  
CARRIED.

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**XXV. Monthly Reports**

**.1 Clerk/Treasurer**

MOVED by Alderman Marranca                      SECONDED by Alderman Loncar  
That the Common Council hereby receives and files the aforementioned Monthly Reports.  
Ayes: Alderman Schmigel, Lavey, Marranca, Loncar, DiBernardo (5)  
Nays: None (0)  
CARRIED.

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**XXXII. Community Development**

**December 17, 2024**

**Honorable Austin Tylec, Mayor  
and Common Council Members  
216 Payne Avenue  
North Tonawanda NY 14120**

**Re: Downtown Revitalization Initiative (DRI) Oliver Street Walkability & Implementation of Smart Growth 2.0 Amendment Agreement No. 1 Additional Green Infrastructure Design Services**

**Dear Honorable Body:**

Enclosed is a proposal from LaBella Associates to complete design services for additional Green Infrastructure improvements on Oliver Street from Sweeney to Thomson Streets. The city received a \$1.5 million Green Resiliency Grant (GRG) through the New York State Environmental Facilities Corporation (NYSEFC) to complete additional green infrastructure improvements to the corridor of Oliver Street where we are currently in design with LaBella to make Walkability Improvement under their current agreement.

Accordingly, I respectfully request that the Common Council approve the enclosed agreement for additional design services with LaBella Associates, 300 State Street, Suite 201, Rochester NY 14614; in the amount of \$96,2700; and authorize the Mayor to sign said agreement subject to review by the City Attorney.

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

**Very truly yours,  
Laura Wilson  
Dir. of Community Development**

MOVED by Alderman Schmigel                      SECONDED by Alderman DiBernardo  
That the Common Council hereby approves the proposal from LaBella Associates to complete design Green Infrastructure Improvements on Oliver Street from Sweeney to Thompson streets.  
Ayes: Alderman Schmigel, Lavey, Marranca, Loncar, DiBernardo (5)  
Nays: None (0)  
CARRIED.

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**COMMUNICATIONS FROM OTHERS**

A.  
Columbia Hook & Ladder Company

December 9, 2024

Honorable Austin Tylec, Mayor  
Honorable Common Council  
c/o City Clerk  
216 Payne Avenue  
North Tonawanda NY 14120

Re: Volunteer Firefighters-50 Year Exemptions

Dear Council and Mayor:

Columbia Hook & Ladder Co. 1, respectfully requests that 50-Year Exemptions be granted to , and 50- Year Certificates be prepared for:

Franklin T Boeck  
Raymond A Chojnowski  
Wayne C Salefske

The three gentlemen joined our volunteer fire company on December 4, 1974. They continue to serve the fire company in different capacities and on various projects.

Very truly yours,  
David L Evans  
Recording Secretary

MOVED by Alderman DiBernardo      SECONDED by Alderman Lavey  
That the Common Council hereby receives and files the 50 Year Exemptions from  
Columbia Hook & Ladder Volunteer Company.  
Ayes: Alderman Schmigel, Lavey, Marranca, Loncar, DiBernardo      (5)  
Nays: None      (0)  
CARRIED.

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**AUDIENCE PARTICIPATION** - None

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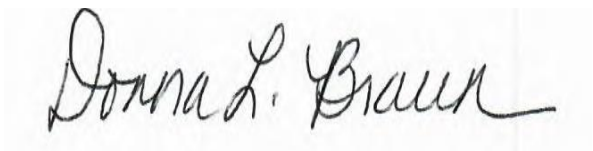
**ADJOURNMENT**

MOVED by Alderman DiBernardo      SECONDED by Alderman Loncar  
That this regular session of the Common Council be and hereby is adjourned.  
CARRIED.

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Time of adjournment: 6:54 P.M.

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer