

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

February 27, 2025

The following meetings have been scheduled for TUESDAY, MARCH 4, 2025

6:15PM Common Council Meeting Discussion

6:30 PM Common Council Meeting

- **Executive Session**

Re: Personnel/Litigations

Respectfully submitted,



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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, MARCH 4, 2025, 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 2/1/2025

- 1.) Legal Notice- Public Hearing – To accept comments on a proposal to remove code Section 103-13.4H (2) from the Code of the City of North Tonawanda – Building Inspector

PROOF OF PUBLICATION PUBLISHED 2/11/2025 & 2/18/2025

- 1.) Legal Notice – Collection of the 2025 Niagara County Tax – City Clerk-Treasurer

PROOF OF PUBLICATION PUBLISHED 2/20/2025

- 1.) Legal Notice – Notice of Intent to Request Release of Funds to provide housing rehabilitation assistance to qualified, low-income homeowners – Dir. Community Development

COMMUNICATIONS FROM CITY OFFICIALS

- | | |
|-----------------------------|---|
| I.1 Mayor | Re: Receive and File appointment of Paul Brown to the Zoning Board of Appeals |
| I.2 Mayor | Re: Approval of Resolution for Harriet Tubman Underground Railroad New York Scenic Byway |
| III. Clerk-Treasurer | Re: Receive and File the 2025 Volunteer Fire Companies Fundraising Schedules |
| VII.1 Accountant | Re: Payment of the Abstract of Claims Dated March 4, 2025 |

VII.2 Accountant

Re: Approval to extend the current contract between AP Benefit Advisors, LLC Premier Consulting Associates

XI. Fire Chief

Re: Approval of the appointment of Matthew S. Smolinski to Assistant Fire Chief

XVII. Traffic Safety Committee

Re: Various Traffic Safety Recommendations from their February meeting

XXXII. Community Development

Re: Approval of the Contract for the Sale of 78 Bridge Street

COMMUNICATIONS FROM OTHERS

A.

**Kathleen Zulia, Steven Zulia
Hilary Roe and Robert Roe**

Re: Permission to be appointed as a Commissioner of Deeds for the City of North Tonawanda

B.

**Gabrielle Richards, Jason Richards
Guiseppe Mittiga and Judith Mittiga**

Re: Permission to be appointed as a Commissioner of Deeds for the City of North Tonawanda

C.

**Donald Wittcop Jr., Edward Harkey
Joseph Marranca III & Frank DiBernardo**

Re: Permission to be appointed as a Commissioner of Deeds for the City of North Tonawanda

D.

**Linda Hankinson, Gail Tylec
Jill Tylec, Fern Lew and
Eric Zadzilka**

Re: Permission to be appointed as a Commissioner of Deeds for the City of North Tonawanda

E.

**Halli Glina, Joyce Santiago
Thomas K. Murphy, Austin Tylec
and Darlene Bolsover**

Re: Permission to be appointed as a Commissioner of Deeds for the City of North Tonawanda

Respectfully submitted,



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

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

MAR 04 2025

RECEIVED
CITY CLERK'S OFFICE

2025 FEB 18 AM 8:16
NORTH TONAWANDA NY

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

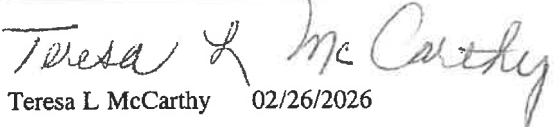
A newspaper published in the County and State aforesaid, and that the annexed printed legal # 344018 was printed and published in said paper on the following dates:

02/01/2025



Principal Clerk

Subscribed and sworn to before me this
2.13.25


Teresa L McCarthy 02/26/2026

Notary Public Expiration Date

Please take notice that the Mayor and Common Council of the City of North Tonawanda will hold a public hearing on Tuesday, February 11, 2025, at 6:15 PM in the Common Council Chambers, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120.

The purpose of said public hearing will be to accept comments on a proposal to remove Code Section 103-13.4H (2) from the Code of the City of North Tonawanda.

A copy of said proposal is available and may be inspected at www.northtonawanda.org N#344018 2/1/2025

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

CITY CLERK'S OFFICE
RECEIVED

2025 FEB 21 PM 12:18
NORTH TONAWANDA NY

MAR 04 2025

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

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 # 344405 was printed and published in said paper on the following dates:

02/11/2025 02/18/2025

J. Bilogan
Principal Clerk

Subscribed and sworn to before me this

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

TREASURER'S
NOTICE
for the collection of
2025
NIAGARA COUNTY TAX
CITY OF NORTH TONAWANDA, NY 14120-5496

Last Day of Payment Without Additions
March 7, 2025
March 8 to March 31, inclusive 2% fees
April 1 to April 30, inclusive 4% fees
May 1 to May 30, inclusive 6% fees

ABOUT June 1, all unpaid Niagara County Taxes are turned over to the County Treasurer, Lockport, New York.

NOTICE is hereby given that the TAX ROLL for the NIAGARA COUNTY TAXES for the year 2025, has been delivered to and left with the City Clerk-Treasurer of the City of North Tonawanda, New York, for the collection of Niagara County Taxes for the said year 2025, and that the City Clerk-Treasurer will be ready to receive such Niagara County Taxes in her office in the City Hall of said City of North Tonawanda, New York, on the 1st day of February, 2025, and for thirty-five days ending with the 7th day of March, 2025 from eight thirty A.M. to four thirty P.M. Mondays through Fridays (closed Saturdays), excepting legal holidays, and that any person paying their taxes within said period of thirty-five days may do so without an additional fee.

AND notice is hereby given that for the period starting March 8, 2025 and ending March 31, 2025, a fee of 2% will be charged on all Niagara County taxes paid during said period; 4% fees will be charged on all Niagara County taxes remaining unpaid from April 1, 2025 to and including April 30, 2025, and 6% will be charged on all Niagara County Taxes remaining unpaid from May 1, 2025 to and including May 30, 2025.

ALL persons, when paying taxes, whose names are not on the assessment roll, are requested to give the number of lot and block, name of street, and the name of the person, company, corporation, or association to whom the property is assessed.

Tax Rate per \$1,000.00 of Assessed Valuation: \$10.703696
Refuse Rate per \$1,000.00 of Assessed Valuation: \$.086624

Donna L. Braun
City Clerk-Treasurer
N#344405 2/11,18/2025

MAR 04 2025

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

RECEIVED
CITY CLERK'S OFFICE


2025 FEB 27 AM 9:12
NORTH TONAWANDA NY

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

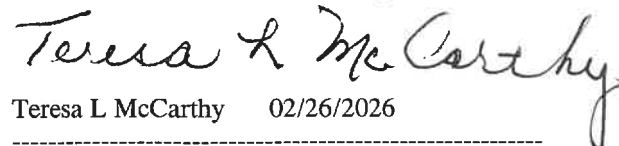
A newspaper published in the County and State aforesaid, and that the annexed printed legal # 344964 was printed and published in said paper on the following dates:

02/20/2025



Principal Clerk

Subscribed and sworn to before me this
7.26.25



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

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

February 19th, 2025
City of North Tonawanda
216 Payne Avenue
North Tonawanda, New York 14120

On or about February 27th, 2025, the City of North Tonawanda will submit a request to the New York State Office of Community Renewal for the release of CDBG funds under the Title 1 of the Housing and Community Development Act of 1974, as amended to utilize \$500,000 in NYS CDBG funds to provide housing rehabilitation assistance to qualified, low-income homeowners making > 80% of the Area Median Income throughout all areas of the City. Assistance will be provided in the form of deferred loans to eligible homeowners to make home improvements such as energy efficiency, electrical upgrades or other health and safety repairs. It is anticipated that 6-10 homeowners will be assisted. The City will partner with Niagara Area Habitat for Humanity to perform the needed repairs for the homeowners with repair costs covered by the deferred loans. The City of North Tonawanda will prioritize homeowners needing assistance to correct code violations and health and safety issues.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from the National Environmental Review Policy Act requirements. An environmental review record (ERR) that environmental determinations for this project is on file at the offices of the City of North Tonawanda located at 216 Payne Avenue, North Tonawanda, NY 14120 and may be examined or copied Monday through Friday from 8:30 AM to 4:30 PM.

PUBLIC COMMENTS

Any individual, group or agency may submit written comments in writing on the ERR to Laura Wilson, Community Development Director at LWilson@lumbercitydc.com or in writing to the City of North Tonawanda Community Development Department located at 500 Wheatfield Street North Tonawanda, NY 14120. All comments received by close of business February 26th, 2025, will be considered by the City of North Tonawanda prior to authorizing submission of a request of release of funds.

RELEASE OF FUNDS

The City of North Tonawanda certifies to the Office of Community Renewal that Austin J. Tylec, Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Office of Community Renewal's acceptance of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of North Tonawanda to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Office of Community Renewal will accept objections to its release of fund and the City of North Tonawanda's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on the following bases: (a) the certification was not executed by the Certifying Officer of the City of North Tonawanda; (b) the City of North Tonawanda has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Office of Community Renewal; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec 58.76) and shall be addressed to Crystal Loffler, Acting President, a Office Community Renewal, Hampton Plaza, 38-40 State Street, 4th Floor, Albany, NY 12207. Potential objectors should contact the Office of Community Renewal to verify the actual last day of the objection period.

Austin J. Tylec, Mayor
City of North Tonawanda
Certifying Officer
N#344964

2/20/2025

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

I-1
MAR 04 2025

February 18th, 2025

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

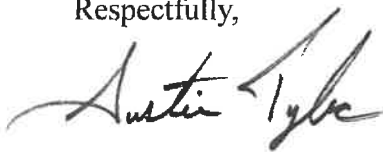
Re: Appointment to Zoning Board of Appeals – Paul Brown

Dear Honorable Body,

Please be advised I will be appointing Paul Brown, 1065 Walk Road, North Tonawanda, NY 14120 to the Zoning Board of Appeals. Mr. Brown will complete the term of Will Guagliardo effectively on March 1st, 2025. This term will expire December 31, 2027.

Thank you for your attention to this matter.

Respectfully,



Austin J. Tylec

Mayor

2025 FEB 18 AM 10:54
NORTH TONAWANDA NY

CITY OF NORTH TONAWANDA



Office of the Mayor

MAR 04 2025

AUSTIN J. TYLEC

February 19th, 2025

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

Re: Request for the Nomination of the Harriet Tubman Underground Railroad NY Scenic Byway

Dear Honorable Body,

I am writing to formally request the City's endorsement and support for the Harriet Tubman Underground Railroad New York Scenic Byway Nomination and Corridor Management Plan Adoption. This initiative represents an important opportunity to honor the legacy of Harriet Tubman, the Freedom Seekers, and the history of the Underground Railroad that shaped our nation.

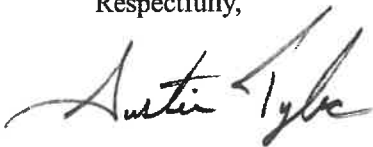
The Steering Committee of the Scenic Byway is composed of stakeholders from 22 municipalities and various historical, governmental, and cultural organizations. Their collaborative efforts have resulted in a comprehensive plan that preserves the historic integrity of the byway and fosters cooperative partnerships among local and regional entities.

By supporting this resolution, we would be joining a collective movement to protect, promote, and celebrate the significance of the Harriet Tubman Underground Railroad New York Scenic Byway, ensuring that future generations can learn from and appreciate this vital part of American history.

I look forward to your favorable review of this resolution and to working together in support of the Scenic Byway's goals.

Thank you for your consideration of this matter.

Respectfully,



Austin Tylec
Mayor

City Hall, 216 Payne Avenue, North Tonawanda, NY 14120 · 716.695.8540
atylec@northtonawanda.org

RECEIVED
CITY CLERK'S OFFICE

2025 FEB 19 PM3:28
NORTH TONAWANDA NY



AUSTIN J. TYLEC

**Resolution for Harriet Tubman Underground Railroad New York
Scenic Byway Nomination
and Corridor Management Plan Adoption**

WHEREAS, the historic qualities of the Harriet Tubman Underground Railroad New York Scenic Byway, as described in the corridor management plan, and the surrounding areas have been appreciated and celebrated for over a century by the residents of New York State, as well as tourists, historians, artists, authors, and other visitors to the region; and it is this unique combination of the journeys of Harriet Tubman and those Freedom Seekers who traveled on the Underground Railroad that create the special sense of place that is vital in telling the New York story of the human desire for freedom and the historic sites they utilized during their journey to emancipation; and

WHEREAS, the Steering Committee of the Harriet Tubman Underground Railroad New York Scenic Byway, composed of representatives of 22 municipalities along the proposed scenic byway route, committed to working cooperatively to protect and promote the historic, scenic, recreational, and economic well-being of the 544-mile Corridor throughout the state and agreed to pursue the nomination of the Harriet Tubman Underground Railroad New York Scenic Byway; and

WHEREAS, under the leadership of the Harriet Tubman Underground Railroad New York Scenic Byway Steering Committee, each of the 22 counties contributed to the development of this corridor management plan by encouraging public participation, confirming the vision and goals, and leading individual meetings of the Collaborative; and

WHEREAS, the Steering Committee of the Harriet Tubman Underground Railroad New York Scenic Byway, consisting of relatives of Harriet Tubman, descendants of Freedom Seekers, Harriet Tubman and/or Underground Railroad historians, representatives from state and federal agencies, has strengthened the historic integrity, representation, and the principles of the corridor management plan; and

WHEREAS, in the process of developing this corridor management plan, the Harriet Tubman Underground Railroad New York Scenic Byway Steering Committee has strengthened the bonds of inter-municipal cooperation, and the involved entities envision further benefit through scenic byway designation including sustained collaborative progress, increased funding opportunities for recommendations identified in the plan, enhanced partnerships with agencies responsible for the stewardship of resources along and adjacent to the byway route, and an improved visitor experience that interprets and promotes the corridor's intrinsic qualities and resources; and

NOW, THEREFORE, BE IT RESOLVED, that the City of North Tonawanda supports the designation of the Harriet Tubman Underground Railroad New York Scenic Byway which includes programs for stewardship and enhancement of the historic scenic byway and guidance to manage future activities along its corridor; and

BE IT FURTHER RESOLVED, that the City of North Tonawanda confirms that they will not approve any requests for new off-premise outdoor advertising signs along the designated Harriet Tubman Underground Railroad New York Scenic Byway route; and

BE IT FURTHER RESOLVED, that the Town of North Tonawanda will work in partnership with the other municipalities along the Harriet Tubman Underground Railroad New York Scenic Byway and local and regional stakeholders in order to support future Byway programs, economic development, marketing, and collaborate with these interested entities to explore opportunities for cooperation to realize the Scenic Byway goals.

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

MAR 04 2025

III

February 24, 2025

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

Re: Volunteer Fire Companies Fundraising 2025

Dear Honorable Body:

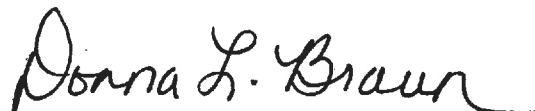
As you have been made aware by the North Tonawanda Fire Chief, and in accordance with the NYS Comptroller's Office; all (5) North Tonawanda Volunteer Fire Companies are required to provide the City with a list of all fundraising activities on an annual basis.

In accordance with these regulations, I have reviewed the correspondence that I have received with the Fire Chief and have found them to be in order and in proper form.

I respectfully request that your Honorable Body vote in the affirmative to grant Live Hose #4, Columbia Hook & Ladder #1, Gratwick Hose Co. #6, Sweeney Hose Co. #7, and Active Hose Co. #2 permission to run their respective fundraisers for 2025.

I thank you in advance for your anticipated cooperation.

Sincerely,



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

RECEIVED
CITY CLERK'S OFFICE
2025 FEB 24 PM 3:16
NORTH TONAWANDA NY

Donna Braun

From: activehose2@yahoo.com
Sent: Thursday, February 6, 2025 12:44 PM
To: Dora Maziarz; Donna Braun; Mathew Piwtorak
Subject: 2025 Fundraising Dates

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.

Hi Donna and Dora,
Hope all is well. Just passing on our fundraising dates that we have planned.

Chowder Sale
January 25
February 22
March 22
April 26
September 27
October 25
November 22 (this date might change but I will let you know)

If you need anything else please let us know.

Thank you
Christie

[Sent from Yahoo Mail for iPhone](#)

RECEIVED
CITY CLERK'S OFFICE

2025 FEB 6 PM 12:54
NORTH TONAWANDA NY

COLUMBIA HOOK & LADDER CO., NO. 1, INC.

P.O. Box 357 North Tonawanda, New York 14120-0357



Established 1876

January 2, 2025

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

Re: Year 2025 Fundraiser Authorization

Dear Mayor and Council:

The members of Columbia Hook & Ladder Co. No. 1 volunteer fire company request authorization to conduct fundraising events during Year 2025 for the benefit of the Fire Company.

We expect Chowder Sale fundraisers Feb. 1st, March 1st, April 5th, May 3rd, Oct. 4th, Nov. 1st, and Dec. 6th.

We expect to sponsor a Greek food tent, and possibly a sugar waffle trailer, at Canal Fest of the Tonawandas July 13th - 20th; proceeds of this activity come to our Hall.

We also rent our Hall for small events such as birthday parties, bridal showers, small wedding receptions, funeral luncheons, and similar. Often these rentals are on short notice.

Receipts from fund raising are used to pay insurance premiums, hall maintenance and building repairs, and upgrades as needed.

Respectfully yours,
COLUMBIA HOOK & LADDER CO. No. 1, INC.

A handwritten signature in blue ink, appearing to read "David L. Evans". The signature is fluid and cursive.

David L. Evans
Recording Secretary

RECEIVED
CITY CLERK'S OFFICE

2025 JAN 3 AM 10:43
NORTH TONAWANDA NY



GRATWICK HOSE COMPANY, INC.

CITY OF NORTH TONAWANDA FIRE DEPARTMENT

110 Ward Road, North Tonawanda, NY 14120 • (716) 692-9675

2025 Fundraisers

17 Fish Frys

Various Fridays throughout the year

14 Outside Catering Events

Throughout the Summer

Chowder Sales

Saturdays throughout the year

Periodic Hall and Pub Rentals

Throughout the year

Weddings, Banquets and Fundraising events for Non-Profits

Throughout the year

Respectfully Submitted,

Robert Brennan

President

RECEIVED
CITY CLERK'S OFFICE

2025 FEB 21 AM 10:01
NORTH TONAWANDA NY

*Come Visit Our Newly Remodeled Banquet Hall!
Picnic Grove Shelter & Gazebo*



LIVE HOSE CO. NO. 4

71 VANDERVOORT STREET
NORTH TONAWANDA, NEW YORK 14120
Est. July 18, 1887



To: Honorable Mayor & Common Council

The following is a List of the 2025 Officers of the Live Hose Volunteer Fire Co. #4, along with a list of our 2025 fund raising events.

Sincerely

A handwritten signature in blue ink that reads "David C. Maziarz". The signature is written in a cursive, flowing style.

David C. Maziarz

President Live Hose Volunteer Fire Co. #4

CC: Douglass Orlowski, Fire Chief

2025 Officers

President: David C. Maziarz
525 Orchard Place
North Tonawanda, NY 14120
716-471-2744

V. President: Bruce Harding
53 East Felton Street
North Tonawanda, NY 14120
716 - 361-0620

Treasurer: Fred Ammerman
245 Bryant Street
North Tonawanda, NY 14120

Secretary: Vacant (TBF)

North Tonawanda, NY 14120

Financial Sec: Thomas Maziarz
174 Goundry Street
North Tonawanda, NY 14120

Chaplin: Dave Gauda
Robinson Street
North Tonawanda, NY 14120

Events for the 2025 calendar year

Meat Raffles? Pending truck Room Floor/ basement ceiling repair
Canal Fest (July)?
Hall Rentals (Put on hold) Pending truck Room Floor/basement ceiling repair

RECEIVED
CITY CLERK'S OFFICE

2025 FEB 3 AM 11:35
NORTH TONAWANDA NY

Sweeney Hose Company, Inc. No. 7

130 Years of Dedication and Service

1894-2024

P.O. Box 30 • 499 Zimmerman Street

• 716-694-0777

• North Tonawanda, New York 14120-0030



North Tonawanda City Hall
Attn: NT Common Council
C.C. Chief Joseph D. Sikora
216 Payne Ave
North Tonawanda, NY 14120

January 8, 2025

Re: Fundraising 2025

Dear Honorable Council,

The Sweeney Hose Company #7 requests permission to conduct the following assorted fundraising events for the calendar year 2025:

| | |
|---|---|
| Friday Fish Fry dinners (March 5 th) | 9 Fridays (February 28 th to April 18 th) with one Wednesday |
| Canal Fest Beer Tent | One week in July |
| Hall Rentals | Throughout the year |
| Chowder sale | up to 10 events throughout the year |
| Dyngus Day parade beer tent | Date TBD |
| Meat Raffle | Date TBD |

Sincerely,

Daniel D. Schmidt
Sweeney Hose Company Secretary

2025 JAN 8 PM 12:39
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

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 04 2025

VII

February 27, 2025

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 4th, 2025, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2025 FEB 27 PM2:05
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

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 04 2025

VII. 2

February 27, 2025

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

Dear Honorable Body:

Attached, for your consideration, is a proposal to extend the current contract between AP Benefit Advisors, LLC, d/b/a Premier Consulting Associates, and the City of North Tonawanda. As you are aware, this company provides medical and prescription health plan consulting services for the City of North Tonawanda.

Should your Honorable body concur, please pass a resolution approving the Amendment to Extend the above-referenced agreement, subject to any further review by the City Attorney.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

RECEIVED
CITY CLERK'S OFFICE

2025 FEB 27 PM2:04
NORTH TONAWANDA NY

Exhibit E: Pricing

Medical and Prescription Health Plan Consulting:

This Exhibit, effective April 1, 2026, amends the Consulting Agreement and any Exhibits between the City of North Tonawanda (the City or Client) and AP Benefit Advisors, LLC (AP), together the Parties, which was effective April 1, 2021. All other terms, services and provisions of the 2021 Consulting Agreement and any Exhibits to the Consulting Agreement remain in force.

April 1, 2026 through March 31, 2027: \$95,000 Annual Fee

April 1, 2027 through March 31, 2028: \$95,000 Annual Fee

April 1, 2028 through March 31, 2029: \$97,375 Annual Fee

Each annual fee will be divided into twelve payments and invoiced monthly.

Signatures

By: _____ Date: _____
City of North Tonawanda

By: _____ Date: _____
AP Benefit Advisors, LLC



NORTH TONAWANDA FIRE DEPARTMENT

OFFICE OF THE FIRE CHIEF

495 Zimmerman St., North Tonawanda, NY 14120

Tel. (716)693-2201 Fax. (716)693-2216

XL.
MAR 04 2025

February 18, 2025

Honorable Mayor Austin Tylec
Common Council Members
216 Payne Ave.
North Tonawanda, NY 14120

Honorable Body,

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

Captain Matthew S. Smolinski is promoted to the rank of Assistant Fire Chief within the City of North Tonawanda Fire Department.

A brief ceremony will be held on February 28, 2025, and Matthew will start as an Assistant Fire Chief on the aforementioned date.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Douglas D. Orlowski".

Douglas D. Orlowski
Fire Chief

2025 FEB 18 PM12:20
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

X411.

MAR 04 2025

February 19, 2025

Donna Braun

City Clerk/ Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

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

There are no requests for this month. Stop signs at Payne/ Schenck are working well and the speeding complaints are low due to snow.

The next Traffic Safety Meeting will be held on March 24th ,2025.

Travel safely!

Matthew R. Meisenburg

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CITY CLERK'S OFFICE

2025 FEB 19 AM 11:05
NORTH TONAWANDA NY



City of North Tonawanda

Department of Community Development
500 Wheatfield Street
North Tonawanda, New York 14120

Telephone: (716) 695-8580

MAR 04 2025

XXXII

February 27th, 2025

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

Dear Honorable Body,

As you are aware, Visone Co. Site Development was selected as the preferred developer for 78 Bridge Street on January 7th, 2025 by the North Tonawanda Common Council.

Visone Co.'s "Bridge Street Landing" project is a proposed 3-story 100,430 square foot mixed-use development which will include 73 market rate apartment units, 7 vacation rental/residence hotel units, and a waterfront commercial space ideal for a coffee shop/café type of tenant along the Little River waterfront. The unit mix will include predominately 1- and 2-bedroom units, with a few studios and 3-bedroom units. Additionally, the project includes a public access riverwalk and public benefit area. This project will be the first step to establish residential density on Tonawanda Island, and a unique design approach that will set a high standard for future Tonawanda Island development projects.

The estimated total project cost is approximately \$21,882,600, with a sale price of \$380,900. This project aligns with our ongoing efforts to revitalize our waterfront, encourage smart growth, and enhance economic development opportunities within the city.

Visone Co. has demonstrated a strong commitment to high-quality development that complements our community's vision for the future. Their Bridge Street Landing project at 78 Bridge Street will contribute to our growing downtown district by adding new residential and commercial opportunities, activating a key corridor, and strengthening connections between our waterfront and business areas. This project supports the goals outlined in our Downtown Revitalization Initiative, LWRP, BOA, and Comprehensive Plan, and will serve as a catalyst for further investment in the area.

I respectfully request your approval for the City of North Tonawanda to enter into a Purchase/Sales Agreement and Master Developer agreement for the Bridge Street Landing project at 78 Bridge Street, and authorizing the Mayor to execute the agreement.

Thank you for your consideration.

Sincerely,

Laura Wilson
Director of Community Development

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2025 FEB 27 AM 9:36
NORTH TONAWANDA NY

CONTRACT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT is made as of the ___ day of _____ 2025, by and among **CITY OF NORTH TONAWANDA**, a New York municipality with a business address at City Hall, 216 Payne Avenue, North Tonawanda, New York 14120 (“Seller”) and _____, a New York limited liability company to be formed by VisoneCo Site Development LLC, with a business address of 9829 Main Street, Clarence, NY 14031 (as may be assigned, the “Purchaser”).

RECITALS

Seller has agreed to sell and Purchaser has agreed to purchase, on the terms and conditions set forth in this Agreement, the approximately 3.6 acres of real property and improvements situated at 78 Bridge Street, City of North Tonawanda, New York (SBL No. 184.08-1-9.1) and 96 Bridge St, City of North Tonawanda, NY (SBL No 184.08-1-9.2), as more particularity described and/or shown on **Exhibit A** attached hereto.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

1.0 DEFINITIONS.

1.1 Agreement shall mean this Contract for Purchase and Sale of Land, dated as of _____, 2025, between Seller and Purchaser.

1.2 CERCLA shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

1.3 Contingencies shall have the meaning in **Section 8.1** of this Agreement.

1.4 Closing shall mean the closing of title to the Real Property to be held at the time and place set forth in **Section 3.1** of this Agreement.

1.5 Closing Date shall mean a date which is thirty (30) days after the termination of the Inspection Period (which Closing Date may be moved up, in Purchaser’s sole and absolute discretion, by providing Seller with advance written notice at least 5 days’ prior to the moved-up Closing Date), or such other time as Seller and Purchaser shall agree in writing.

1.6 Deed shall mean the statutory form of bargain and sale deed, containing a covenant required by Section 13 of the New York Lien Law, to be executed and delivered by Seller to Purchaser pursuant to **Section 9.1** of this Agreement.

1.7 Documents shall mean all of the following: (a) contracts or agreements affecting or relating to the Premises; (b) warranties, guarantees, indemnities and claims inuring to the benefit of Seller with respect to the Premises; (c) tax receipts, certificates of occupancy, licenses, permits or similar documents affecting or relating to the Premises; (d) surveys, plans, drawings, specifications, engineering reports,

archeological reports, environmental studies and other technical descriptions affecting or relating to the Premises; and (e) documentation owned by or in the possession of Seller that relates to the design, construction, title, ownership, use, leasing, maintenance, service or operation of all or any portion of the Premises and any other documents reasonably requested by Purchaser.

1.8 Effective Date shall mean the date on which this Agreement has been signed by Seller and Purchaser.

1.9 Encumbrances shall mean all liens, security, interests, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, covenants, conditions and any other matters affecting title to the Real Property.

1.10 Environment shall mean any water or water vapor, land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

1.11 Environmental Law shall mean any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives laws, rules or regulations, orders, guidance, standards of care, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Agency relating to pollution (or the cleanup thereof) or protection of public health and safety or the Environment, or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include CERCLA; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., including their respective implementing regulations and any state analogs and amendments thereto, as applicable.

1.12 Governmental Agency shall mean any federal, state, local or foreign government, political subdivision, court, agency or other entity, body, organization or groups exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government.

1.13 Hazardous Materials shall mean any hazardous, toxic or regulated materials, pollutants, chemicals, or contaminants or any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, asbestos, asbestos-containing materials, urea formaldehyde, polychlorinated biphenyls (PCBs), Per- and polyfluoroalkyl substances (PFAs), radon, lead, lead-based paint, radioactive materials, putrescible and infectious materials, and petroleum products as defined, determined or identified as such in any Environmental Law.

1.14 Improvements shall mean all buildings, improvements, cranes, structures and fixtures now or hereafter situated on the Real Property, including temporary boat docks.

1.15 Inspection Date shall mean ninety (90) days following the Effective Date.

1.16 Inspection Period shall mean the period running from the Effective Date to the Inspection Date.

1.17 Permitted Encumbrances shall mean the Encumbrances described in **Exhibit B** attached hereto subject to which Purchaser has agreed, or is required, to take title pursuant to **Section 5.2** below.

1.18 Premises shall mean the Real Property and the Improvements.

1.19 Purchase Price shall mean **THREE HUNDRED EIGHTY THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$380,900.00)**.

1.20 Real Property shall mean the real property situated , the approximately 3.6 acres of real property and improvements situated at 78 Bridge Street, City of North Tonawanda, New York (SBL No. 184.08-1-9) and 96 Bridge St, City of North Tonawanda, NY (SBL No 184.08-1-9.2) as more particularly described on **Exhibit A** attached hereto, together with all rights, privileges, interests, easements, hereditaments and appurtenances thereunto in any way incident, appertaining or belonging, including, but not limited to all right, title and interest in and to adjacent streets, alleys, rights of way and any adjacent strips or gores of real estate.

1.21 Release shall have the meaning ascribed to it in CERCLA.

1.22 Survey shall mean a survey of the Premises dated after the date of this Agreement, prepared in accordance with Erie County standards locating all improvements and plottable Encumbrances of record.

(a) Title Search shall mean a fully guaranteed tax and title search covering the Real Property only, the first set-out of which shall be a special warranty deed recorded no later than sixty (60) years ago and the last continuation of which shall be dated subsequent to the Effective Date and where not covered by the search, a local tax certificate.

2.0 PURCHASE AND SALE.

2.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Premises.

3.0 CLOSING.

3.1 The Closing shall take place at 10:00 a.m. on the Closing Date in the offices of Purchaser's attorneys, Hodgson Russ LLP, 140 Pearl Street, Buffalo, New York 14202 or by escrow or at such other time and date as Purchaser and Seller may agree.

4.0 PAYMENT OF PURCHASE PRICE.

4.1 On the Closing Date, Purchaser shall pay the Purchase Price (as adjusted pursuant to this Agreement) by wire transfer of immediately available funds or certified or bank check as directed by Seller.

5.0 TITLE.

5.1 Promptly following the Effective Date, Seller shall, at its sole cost and expense, cause the Title Search and Survey to be prepared and delivered to Purchaser's attorney.

5.2 Within thirty (30) days of the receipt of the later of the items referred to in **Section 5.1**, Purchaser shall give Seller written notice of any Encumbrances not constituting Permitted Encumbrances which in Purchaser's opinion render title to the Premises unmarketable or uninsurable at standard rates. If Purchaser fails to deliver such written notice, then Purchaser shall be required to take title subject to all matters disclosed in the Title Search and the Survey. Within five (5) days of its receipt of such notice from Purchaser, Seller shall either (a) provide Purchaser with written notice that Seller shall cure such title defects at or prior to Closing, or (b) provide Purchaser with written notice that Seller is unable or unwilling to cure any such title defect. If Seller is unable or unwilling to cure any such title defect in accordance with the immediately preceding sentence, Purchaser may elect, within ten (10) days of Seller's written notice pursuant to the preceding sentence, (a) to accept such title as Seller shall be able to convey with an abatement of the Purchase Price equal to the reasonably estimated cost of curing such defects or (b) to terminate this Agreement by giving written notice to Seller, whereupon this Agreement shall be deemed to be terminated as of the date of such notice and neither party shall have any further rights or claims against the other. Notwithstanding anything else contained in this Agreement, Seller and Purchaser hereby acknowledge and agree that Purchaser automatically (i.e., without the need for further notice to Seller) objects to all mortgage liens, mechanics' liens, judgments, security interests, and other monetary liens and encumbrances against the Premises, and Seller is obligated to have any and all such mortgage liens, mechanics' liens, judgments, security interests, and other monetary liens and encumbrances satisfied and removed from the Premises at or before the Closing.

5.3 Encumbrances or defects that arise after the date of the title commitment shall not be deemed Permitted Encumbrances. In the event any involuntary lien or liens securing the payment of money, which are not Permitted Encumbrances (and excluding any inchoate liens for real estate taxes and municipal assessments not yet due and payable) should be filed against the title of the Premises after the Inspection Date, Seller shall be required to use the net proceeds at Closing to discharge any such involuntary lien or liens.

5.4 Seller agrees not to create any voluntary exceptions or encumbrances to title after the Effective Date without Purchaser's prior written consent, which consent Purchaser may withhold in its sole and exclusive discretion.

5.5 Notwithstanding anything in this Agreement to the contrary, Seller, without Purchaser having to object or provide any notice, shall cure or remove of record at or prior to Closing: (i) any lien which is the result of Seller's voluntary actions and (ii) any title encumbrance or exception arising between the Effective Date and the Closing Date which are caused, created, suffered or permitted by Seller. In the event Seller fails to cure or remove of record such title encumbrance or exception, Purchaser may, but shall not be obligated to, cure the foregoing and pay for the removal of same at Closing; provided, however, that if Purchaser elects to cure or remove such title encumbrances, Purchaser shall deduct the amounts relating thereto from the Purchase Price.

6.0 INSPECTION.

6.1 Within three (3) business days of the Effective Date, Seller shall deliver the Documents to Purchaser.

6.2 During the Inspection Period, Purchaser shall have the right, at its sole cost and expense, to conduct inspections, examinations, archeological surveys, environmental surveys (including, but not limited to, a Phase I Environmental Site Assessment, as well as an invasive/intrusive Phase II Environmental Site Assessment) site assessments, and feasibility studies relating to the Premises, and to undertake such other due diligence and/or actions as Purchaser deems necessary or desirable in its sole

discretion in order to determine the suitability of the Premises for acquisition by Purchaser. Purchaser shall also have the right to contact the New York State Department of Environmental Conservation (“NYSDEC”) and/or any other governmental authority to confirm the regulatory status of the Premises, the potential applicability of the Premises for the New York State Brownfield Cleanup Program (“BCP”) and any other matters it deems appropriate. Purchaser shall restore the Premises to substantially the same condition as they were prior to Purchaser’s inspection. All tests or investigations performed by or on behalf of Purchaser will be performed in a good and workmanlike manner and in compliance with all applicable laws. Purchaser’s contractors and all other parties entering the Premises on behalf of Purchaser shall maintain and deliver to Seller, prior to entering the Premises to conduct any inspection or investigation, certificates of general liability insurance with coverage of \$1,000,000.00, naming Seller as an additional insured. To the extent that any limited Phase II environmental site assessment activities are required, Seller and Purchaser agree to extend the Inspection Period for so long as reasonably necessary to complete the same.

6.3 To the extent caused by its willful misconduct or negligent acts or omissions, Purchaser shall indemnify, defend and hold harmless Seller from any liability, costs, expenses and the like (including without limitation, reasonable attorneys’ fees) which may arise in connection with such inspections at the Premises; provided, however, the foregoing indemnity shall not apply to any claims (including, without limitation, claims that the Premises has declined in value) or liabilities including claims or liabilities to the extent the same arise out of or are incurred in connection with (i) the negligence or willful misconduct of Seller or its agents, consultants or contractors; (ii) the discovery by Purchaser or its agents, consultants or contractors of any or pre-existing conditions on the Premises; (iii) the Release (other than by Purchaser, its agents or employees) or discovery by Purchaser or presence of any pollutants, hazardous waste, hazardous substance or material located on or about the Premises, except to the extent that Purchaser or its agents, employees or representatives have negligently exacerbated such condition, (iv) the results, findings, tests or analyses of Purchaser’s environmental or other physical investigation of the Premises; or (v) any disclosure or notification made or given by Purchaser or any its employees, agents or consultants to any governmental agency or other party that is required by law based upon the results, findings, tests or analyses of Purchaser’s environmental or other physical investigation of the Premises. The obligations and indemnities set forth in the foregoing sentence shall survive the expiration or termination of this Agreement or the Closing.

6.4 Purchaser may, in its sole and absolute discretion, terminate the Inspection Period prior to the Inspection Date by providing written notice to Seller.

6.5 If Purchaser determines (in Purchaser’s sole and absolute discretion) that the Premises are unsatisfactory to Purchaser for any reason or no reason at all, Purchaser may elect to cancel this Agreement by giving written notice to Seller on or before the end of the Inspection Date (as extended pursuant to Section 6.1), whereupon this Agreement shall be deemed to be terminated as of the date of such notice and neither party shall have any further rights or claims against the other.

7.0 CONDITION OF PREMISES.

7.1 Subject to the terms of this Agreement, Purchaser accepts the Premises in its As-Is condition.

7.2 Seller shall pay, protect, indemnify, defend, save and hold harmless Purchaser from and against any and all liabilities, losses, damages (including punitive damages), penalties, costs (including reasonable attorneys’ fees and costs), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, without regard to the form of action and whether based on strict liability, negligence or any other theory of recovery at law or in equity arising from any (i) environmental

conditions at the Premises prior to the Closing; (ii) any Hazardous Materials released, or any on, under, or from the Premises prior to the Closing; (iii) any failure of the Seller to comply with Environmental Laws or the terms or conditions of any environmental permits or orders applicable to Premises, whether occurring prior to or after the Closing; and (iv) any misconduct or negligence of Seller in, at or on the Premises prior to the Closing.

7.3 The terms and conditions of this **Section 7** shall expressly survive the Closing and shall not merge with the provisions of any closing documents, including, without limitation, the Deed.

8.0 PURCHASER'S CONTINGENCIES.

8.1 The obligation of Purchaser to consummate the transaction contemplated hereunder is contingent upon satisfaction, or Purchaser's otherwise waiver, in Purchaser's sole and absolute discretion, of the following contingencies (collectively, the "Contingencies"):

(a) Representations and Warranties. Seller's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

(b) Deliveries. As of the Closing Date, the Seller shall have tendered all deliveries to be made at Closing;

(c) Zoning. Purchaser shall have received evidence, satisfactory to Purchaser in its reasonable discretion, that the Premises are properly zoned to allow for the operation of Purchaser's business; and

(d) Brownfield. The Premises' acceptance into the NYSDEC's BCP.

9.0 DEVELOPMENT OBLIGATIONS FOR PROJECT.

9.1 Seller and Purchaser agree to work together in good faith toward the successful completion of the Project (as such term is defined in Exhibit C) in accordance with the terms and conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference.

10.0 SELLER'S COOPERATION.

10.1 Seller will reasonably cooperate with Purchaser in its efforts to obtain all incentives, commitments, grants, tax abatement agreements, sales tax exemptions, incentives from state, federal and private sources, including but not limited to, the Niagara County Industrial Development Agency, with respect to the Project, including, but not limited to, (i) executing and delivering any forms, filings or other documents reasonably requested by Purchaser in connection therewith, (ii) providing any non-privileged information requested of it by Purchaser in connection therewith, (iii) agreeing to execute a letter indicating that the Purchaser has the requisite authority under the terms of this Agreement to undertake all necessary actions required by the BCP, including, but not limited to, entering the Premises into the program to complete the necessary investigatory, remedial, and/or engineering and institutional controls that may be required, and (iv) providing letters of support for Project and aforementioned incentives

10.2 Seller agrees to cooperate with and assist Purchaser in making application for any subdivision and any necessary zone change or other governmental approval, permit, variance, or agreement with respect to the development, construction, ownership, and/or operation of the Project. Seller further agrees, if

requested by Purchaser, to make an application in the Seller's name for any subdivision and any other necessary zone change or other governmental approval, at no expense to Seller and without seeking any compensation or additional consideration by reason of the cooperation required under this Paragraph. Seller shall sign all such applications as are required by the respective reviewing agencies in order to process the Purchaser's application for subdivision and site plan approval; provided, however that Seller shall incur no cost in connection with Purchaser's undertakings hereunder.

11.0 SELLER'S CLOSING OBLIGATIONS.

At the Closing, Seller shall deliver to Purchaser:

11.1 The Deed, properly executed and in proper form for recording, conveying good, marketable and insurable (at standard rates) title to the Premises subject only to Permitted Encumbrances;

11.2 Checks to the order of the appropriate officers in payment of all applicable real estate transfer taxes due in connection with the conveyance contemplated hereunder, together with properly completed returns in connection therewith;

11.3 Such affidavits as Purchaser's title company shall reasonably require, including, without limitation, Purchaser's title company's standard form of owner's affidavit with respect to commercial property;

11.4 Evidence reasonably satisfactory to Purchaser and its title company that the person executing the documents at the Closing on behalf of Seller has the full right, power and authority to do so;

11.5 Possession of the Premises in "as-is" condition, free of all persons or parties in possession and free of all tenants; and

11.6 Any other documents reasonably required by this Agreement to be delivered by Seller.

12.0 PURCHASER'S CLOSING OBLIGATIONS.

At the Closing, Purchaser shall:

12.1 Cause the Deed to be recorded, duly complete all required real property transfer tax returns prepared by Seller and cause all such returns to be delivered to the appropriate officers;

12.2 Deliver to Seller, as directed by Seller, the balance of the Purchase Price by wire transfer of immediately available funds or certified or bank check; and

12.3 Deliver any other documents reasonably required by this Agreement to be delivered by Purchaser.

13.0 TAXES; RENTS; ASSESSMENTS; CLOSING COSTS.

13.1 Non-delinquent real estate taxes, water charges, user fees and sewer rents, if any, shall be apportioned between Seller and Purchaser as of the close of business on the day prior to the Closing Date on the basis of the fiscal period for which assessed, except that if there is a water meter on the Real Property, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available.

13.2 If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of such taxes shall be recomputed. Any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligations shall survive the Closing.

13.3 Seller shall pay any and all New York State real estate transfer taxes and documentary stamp taxes in connection with the transfer of the Real Property from Seller to Purchaser.

13.4 Purchaser shall pay all recording and filing fees incurred in connection with the recording of the Deed; provided, however, Seller shall pay all recording and filing fees incurred in connection with recording any documents to cure any title objections made by Purchaser, or any Encumbrances which arise pursuant to **Section 5** herein.

14.0 BROKER.

14.1 Seller and Purchaser represent and warrant to each other that neither party knows of any broker entitled to a commission in connection with this transaction. Seller and Purchaser shall indemnify and defend each other against any costs, or expenses, including attorneys' fees and costs, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this **Section 12**. The representations and obligations under this **Section 12** shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

15.0 NOTICES.

15.1 All notices under this Agreement shall be in writing and shall be delivered personally, sent by certified or registered mail, return receipt requested, national overnight carrier, or email addressed as follows:

To the Seller: CITY OF NORTH TONAWANDA
City Hall
216 Payne Avenue
North Tonawanda, New York 14120
Attention: Mayor
Email: _____

With a copy to: DEPARTMENT OF CITY ATTORNEY
City Hall
216 Payne Avenue
North Tonawanda, New York 14120
Attn: Edward A. Zebulske III, Esq.
Fax: No.: 716-695-8590
Email: EZebulske@northtonawanda.org

To the Purchaser: VisoneCo Site Development LLC
9829 Main Street
Clarence, NY 14031
Attention: Brianne Frawley, Director of Real Estate
Email: brianne@visoneco.com

With a copy to: HODGSON RUSS LLP
140 Pearl Street
Buffalo, New York 14202
Attention: Jeffrey C. Stravino, Esq. and Amy J. Fitch, Esq.
Email: jcstravino@hodgsonruss.com
afitch@hodgsonruss.com

All notices sent pursuant to this Section shall be deemed effective when deposited in the mail, when sent by facsimile or email, or when delivered to the overnight carrier. Notwithstanding anything contained herein to the contrary, the attorneys for the parties identified herein are authorized to issue notices on behalf of their respective clients and to consent to adjournments on behalf of their respective clients provided the same are in writing and clearly state that such notice is being given by such attorneys pursuant to the authority conferred pursuant to this Section.

16.0 DEFAULT.

16.1 If Seller fails to perform its obligations under this Agreement, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect, Purchaser may, in its sole and absolute discretion, elect to (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing in which case Seller shall reimburse Purchaser for its actual, out-of-pocket third-party costs and expenses incurred in connection with this Agreement, investigations and due diligence, (ii) pursue any of its remedies at law or in equity, including bringing an action for specific performance, or (iii) waive said failure or breach and proceed to Closing.

16.2 If Purchaser fails to perform its obligations under this Agreement, Seller may pursue any of its remedies at law or in equity.

17.0 REPRESENTATIONS AND WARRANTIES.

17.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

(a) Organization and Authority. Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller.

(b) Conflicts and Pending Actions. There is no agreement to which Seller is a party or that is binding on Seller that is in conflict with this Agreement nor are there any outstanding options to purchase or rights of first refusal which affect the Premises. There is no action or proceeding pending or threatened against Seller or relating to the Premises that challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or that might detrimentally affect the value or the use or operation of the Premises.

(c) Documents. The Documents provided by Seller and delivered to Purchaser pursuant to this Agreement are correct and complete as of the date of delivery and the Closing.

(d) Laws. To the best of Seller's knowledge, the Premises is in compliance with applicable building codes, zoning and land use laws, and other applicable local, state and federal law and regulations (collectively, "Laws"). The use and operation of the Premises now are, and at the time of Closing will be, in compliance with all Laws. Seller shall not commit or permit to occur, any action which will result in such a violation between the date hereof and the Closing. Seller has not received from any Governmental Agency notice of any violation of Laws applicable to the Premises or any part thereof.

(e) Environmental Matters. The Premises is in compliance with all Environmental Laws except to the extent that any environmental conditions are identified/listed in the following environmental documents available to Purchaser: Report.BCP.C932181.2021-04-21.Phase_I_ESA.pdf and Report.BCP.C932181.2021-08-25.Limited_Phase_II.pdf. Seller has not been charged with, nor has it received any verbal or written notice that the Premises is under investigation for, a failure to comply with any Environmental Law. Neither Seller nor to the best of Seller's knowledge, any prior owners or occupants of the Premises have stored, treated, generated, transported, processed, handled, released, produced or disposed of any Hazardous Materials, except in compliance with applicable Environmental Laws at the Premises. There are no underground storage tanks at the Premises.

(f) Leases, Tenants and Rights of Use or Occupancy. There are no leases, subleases, tenancies or other rights of use or occupancy with respect to the Premises.

(g) Proceedings. There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Premises, nor has Seller received notice of any special assessment proceedings affecting the Premises. Seller shall notify Purchaser promptly of any such proceedings of which Seller becomes aware.

(h) Subdivision. No subdivision and resubdivision approvals are required in order to convey the Premises to Purchaser.

(i) Service Contracts. At the time of Closing, there will be no service contracts or agreements affecting the Premises.

(j) Availability of Utilities. To the extent reasonable and applicable with respect to undeveloped land, all water, sewer, gas, electricity, telephone and other utilities are available to the Premises. Purchaser shall not be responsible for the upgrade, enhancement, or modification of any utilities beyond what is required solely for the Project.

(k) Covenants and Restrictions. Seller has not violated any covenants, conditions, restrictions, rights-of-way or easements which affect the Premises.

(l) Title Defects. Seller has no knowledge of any title defect, lien or encumbrance affecting the Premises, except for the Permitted Encumbrances.

(m) Access. The Premises abuts on and has direct vehicular access to a public road and all curb-cut approvals required for vehicular access to and from the Premises to any adjoining public street have been obtained, are in full force and effect and shall inure to the benefit of Purchaser.

Seller shall indemnify and hold Purchaser harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses suffered by Purchaser as a result of any breach of warranty or representation made by Seller in this Section.

17.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Authority. Purchaser has the full company right and authority required to enter into this Agreement and, following expiration of the inspection periods set forth herein, to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party which is binding on Purchaser, and which is in conflict with this Agreement. There is no action or proceeding pending or threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

The parties will promptly and fully disclose any facts or circumstances of which they are, or become, aware between the Effective Date and the Closing Date that affect the validity of the foregoing representations and warranties. The terms and conditions of this **Section 15** shall survive the Closing for a period of one year and shall not merge with the provisions of any closing documents, including without limitation the Deed.

18.0 MISCELLANEOUS PROVISIONS.

18.1 The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase of the Real Property provided for in this Agreement. For purposes of said provision, damage or condemnation shall be deemed to affect a "material part" of the Real Property when such damage or condemnation renders fifty percent (50%) or more of the Real Property unusable.

18.2 In the event of any intentional third-party damage, destruction, theft or vandalism to any part of the Premises in advance of Closing, Seller will immediately notify Purchaser of such event (the "Damage Notice") together with a detailed description and estimated value of said damage, destruction, theft or vandalism. Within ten (10) days of Purchaser's receipt of the Damage Notice, Purchaser may, in its sole and absolute discretion, elect to (i) terminate this Agreement by giving Seller written notice of such election and recover its expenses pursuant to **Section 14.1**, or (ii) agree with Seller on a mutually acceptable Purchase Price reduction to account for said event and proceed to Closing; provided, however, in the event Seller and Purchaser cannot agree on a mutually acceptable Purchase Price reduction within ten (10) days of Purchaser's election to proceed under this Subparagraph (ii), Purchaser shall have the right to terminate this Agreement and recover its expenses pursuant to **Section 14.1**.

18.3 This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

18.4 No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

18.5 Should either Seller or Purchaser employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the prevailing party shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's fees in the trial and appellate courts, expended or incurred in connection therewith.

18.6 Time shall be of the essence for purposes of this Agreement.

18.7 This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws. The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in the Supreme Court of the State of New York, Niagara County and that a summons and complaint commencing an action or proceeding in such court shall be properly served and shall confer personal jurisdiction if served personally, by registered or certified mail, or as otherwise provided under the laws of the State of New York. The parties hereby waive any and all rights to change the venue of any action or proceeding brought to determine any claim or controversy involving this Agreement. Purchaser and Seller hereby waive any rights either party may have to trial by jury in any dispute arising under this Agreement. This waiver shall survive Closing and the delivery of the Deed.

18.8 The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

18.9 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Neither Seller nor Purchaser may assign their respective rights or delegate their respective duties arising under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser may assign this Agreement, without the consent of Seller, to an entity owned or controlled by Purchaser. Upon such assignment and assumption by assignee, Purchaser shall be relieved from any and all obligations hereunder.

18.10 This Agreement shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

18.11 As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

18.12 This Agreement may be executed in a number of identical counterparts, and by .pdf or other electronic signature, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

18.13 Except as otherwise provided by applicable law or court order, Seller and Purchaser shall treat this Agreement and all information received by either party in the consummation of the transactions contemplated by this Agreement in a confidential manner.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

CITY OF NORTH TONAWANDA

By: _____
Name: Austin Tylec
Title: Mayor

PURCHASER:

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real property taxes not yet due and payable.
2. Standard exceptions contained in the form of the title insurance policy then issued by title companies which are members of the New York Board of Title Underwriters.

EXHIBIT C

DEVELOPMENT AGREEMENT FOR PROJECT

Following the Closing Date, Purchaser and Seller agree to work together in good faith toward the implementation of the Development Plan Concept and the successful completion of the Project in accordance with the terms and conditions of the Agreement, and as further set forth below.

- 1. Project.** Upon final completion, Purchaser anticipates that the Real Property will have a mix of residential and commercial space, with approximately 80 to 110 residential apartment units (7 of which will be Airbnb units), approximately 2,400 to 4,000 square feet of commercial space, approximately 170 uncovered parking spaces, and development of the Public Benefit Area (as defined below), all of which will be commonly called Bridge Street Landing (collectively, the "Project").
- 2. Development Plan Concept.** The Purchaser and Seller shall work collaboratively in finalizing the development plan concept for the Project (the "Development Plan Concept"). Purchaser retains the right to revise and amend the Project and the Development Plan Concept subject to the review and approval of the City of North Tonawanda's Planning Board of any material changes thereto, such approval not to be unreasonably withheld, conditioned or delayed.
- 3. Starting and Completion Dates.** The following are anticipated start and completion dates for the Project, which may be amended from time to time by mutual consent of the parties, such consent not to be unreasonably withheld, conditioned or delayed:

| | <u>Estimated Date</u> |
|--|-----------------------|
| Closing date on Real Property | April 1, 2025 |
| Financing secured | April 2026 |
| Project Submitted to NT Planning Comm.for review | April 2026 |
| Building and site plan applied for | May 2026 |
| Construction commencement | June 2026 |
| Certificate of Occupancy | June 2028 |
| Brownfield Cleanup Agreement Date ("BCA Date") | May 31, 2026 |

- 4. Purchase Option.** Purchaser agrees to grant Seller an option to buy back the Real Property if Purchaser fails to enter into a Brownfield Cleanup Agreement ("BCA") with the New York State Department of Environmental Conservation ("DCA) by the BCA Date (the "Purchase Option"). To exercise the Purchase Option, Seller must deliver to Purchaser written notice of Seller's intent to exercise the Purchase Option at any time during the Option Period. The Option Period shall mean the period beginning on June 1 (2026, (being the day following Purchaser's failure to enter into the BCA with the DEC by the BCA Date) and shall expire on June 12, 2026. The purchase price for the Real Property shall equal to the sum of (a) the Purchase Price (as defined in the Agreement) plus (b) all engineering fees and design costs incurred by Purchaser with respect to the Project and shall be subject to customary closing adjustments for real estate taxes. If Seller fails to provide written notice to Purchaser of its intent to exercise the Purchase Option by the expiration of the Option Period, the Option shall be deemed terminated.

5. **Easement for Parking on Bridge Street.** The Seller agrees to grant Purchaser an easement, in form and substance reasonably acceptable to Purchaser, along Bridge Street to allow for Purchaser's construction of a public parking area.
6. **Public Benefit Area.** In conjunction with Seller, Purchaser will pursue local, state, and federal supplemental sources to accomplish the breadth of waterfront restoration and revitalization envisioned along the entire Niagara River waterfront of the Real Property within the Project in accordance with the Development Plan Concept (the "Public Benefit Area"). The Public Benefit Area shall be limited to pedestrian use and shall be accessible by the general public from dawn to dusk. Purchaser may from time to time promulgate rules and requirements for ongoing use, operation, maintenance, and upkeep of the Public Benefit Area and use of that area shall be subject to any rules of any regulatory agencies to which the Project is subject. Upon the Closing of the sale of the Real Property to Purchaser, Seller will transfer fee ownership of the Public Benefit Area to Purchaser. Seller will also request that the **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000)** reimbursable grant awarded from, and in accordance with, the New York State Downtown Revitalization Initiative (DRI) for development of the Public Benefit Area (the "Grant") be reassigned to Purchaser, which shall be at the sole discretion and terms of New York State. Seller offers no guarantees of the Grant. Purchaser shall grant a public easement over the Public Benefit Area as a condition of the Grant and prior to receiving any Grant proceeds.
7. **Easement for Durkee Bridge Repairs.** Upon completion of the Project, Purchaser shall grant Seller a ten (10) foot wide easement along the northern boundary of the Real Property to allow Seller access under the Durkee Bridge to conduct repairs and maintenance.
8. **Cooperation.** Pursuant to the terms of **Section 10** of the Agreement, Seller shall cooperate with Purchaser and diligently assist Purchaser in obtaining all necessary permits, approvals, variances, licenses, certificates, inspections and consents necessary or desirable to enable Purchaser to commence and carry out its obligations under this Agreement. Purchaser shall not be obligated to reimburse Seller for its assistance or costs in this regard.
9. **Seller's Review.** Seller shall conduct its reviews, hearings and approvals of all materials and/or applications provided by Purchaser for Seller's review, as required by Seller, in a diligent and timely manner. Provided that Purchaser has provided Seller with all requested and information reasonably necessary to do so, Seller shall conduct its reviews, hearings and approvals within 15 business days or shall notify Purchaser, in writing, of the Seller's inability to complete its review within such timeframe, which notice shall delineate the specific reasons why such timeframe is infeasible. If Purchaser has not provided Seller with all requested and necessary information, Seller shall immediately notify Purchaser of those incomplete or missing items and Purchaser shall provide them within five (5) business days or Seller's review period shall be extended by such time until Purchaser provides the information to Seller. Purchaser acknowledges and agrees that Seller shall conduct its reviews, hearings, and approvals of all materials and/or applications in strict accordance with applicable laws.

10. **Survival; Remedies.** The provisions of this **Exhibit C** shall expressly survive the Closing. Notwithstanding anything to the contrary contained herein, in the event of a breach of this Agreement, the Parties may use any remedy available to the Party under this Agreement or in law or equity.

SELLER:

CITY OF NORTH TONAWANDA

By: _____

Name: Austin Tylec

Title: Mayor

PURCHASER:

By: _____

Name:

Title:

CFD. A.

FEBRUARY 15, 2025

MAR 04 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, KATHLEEN ZULIA, residing at 1219 BOWEN DR. W.
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Kathleen Zulia Date: 2/15/25
(signature)

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NORTH TONAWANDA NY

Feb. 15, 2025

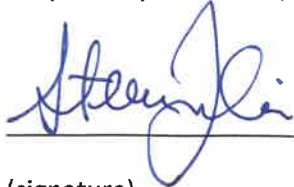
Honorable Mayor and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, NY 14120

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Steven Zuhra, residing at 1219 Bower Dr. W., N.T.
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,



(signature)

Date: 2/15/25

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2025 FEB 18 PM2:18
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RECEIVED
CITY CLERK'S OFFICE

February 18, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Hilary Roe, residing at 757 Pioneer Dr. North Tonawanda
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,



(signature)

Date: 2/18/25

2025 FEB 18 PM2:18
NORTH TONAWANDA NY

2025 FEB 18 PM2:18
NORTH TONAWANDA NY

2025 FEB 18 PM2:18
NORTH TONAWANDA NY

February 18, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Robert Roe, residing at 757 Pioneer Dr. North Tonawanda
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,


Date: 2/18/25

(signature)

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NORTH TONAWANDA NY

CFO. B.

February 18th, 2025

MAR 04 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Gabrielle Richards residing at 178 17th Avenue, North Tonawanda, NY
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Gabrielle Richards Date: 2/18/2025

(signature)

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2025 FEB 18 PM 2:19
NORTH TONAWANDA NY

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February 18th, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Jason Richards, residing at 178 17th Avenue, North Tonawanda, NY
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Jason Richards Date: 2/18/2025

(signature)

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NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

February, 18, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Giuseppe Mittiga, residing at 316 Bryant Street,
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Giuseppe Mittiga

Date: 2/18/25

(signature)

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2025 FEB 18 PM 2:19
NORTH TONAWANDA NY

February 18th, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Judith L Mittiga, residing at 316 Bryant St North Tonawanda NY 14120
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Judith L Mittiga Date: 2/17/2025

(signature)

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NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

February 14
_____, 2025

CFO.C

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



MAR 04 2025

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Donald A Wittcop Jr, residing at 42 2nd avenue
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Date: 2/14/25

(signature)

2025 FEB 18 PM 2:17
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

FEB 18, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, EDWARD HARKEY, residing at 246 STENZEL ST. #3, N. TON NY 14120
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Edward Harkey Date: 2-17-25

(signature)

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2025 FEB 18 PM 2:18
NORTH TONAWANDA NY

**North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, New York 14120**

Dear Honorable Body:

**I am requesting to be reappointed as a Commissioner of Deeds for the City of North
Tonawanda.**

Thank you.

Sincerely,

Joseph Marzucca III

Joseph Marzucca III

1501 Erie Rd Upper

N. Tonawanda, NY 14120

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2025 FEB 19 PM 12:18
NORTH TONAWANDA NY

**North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, New York 14120**

Dear Honorable Body:

**I am requesting to be reappointed as a Commissioner of Deeds for the City of North
Tonawanda.**

Thank you.

Sincerely,

F. J. Burt
19 Niagara Circle
NT NY 14120

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NORTH TONAWANDA NY

CFO.D.

February 18, 2025

MAR 04 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Linda Harkinson, residing at 651 Christiana St,
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Linda Harkinson Date: 2/18/25

(signature)

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NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

February 18, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Gail Tylec, residing at 815 Niagara Parkway, N. Tonawanda
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

N.Y.
14120

Respectfully submitted,

 Date: 2/18/25
(signature)

2025 FEB 19 PM 2:29
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

February 17. , 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Jill Tyler, residing at 544 Orchard Place,
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,



(signature) Date: 2-17-25

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NORTH TONAWANDA NY

_____, _____, 2025

Honorable Mayor and Common Council

City Hall, 216 Payne Avenue
North Tonawanda, NY 14120

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Fern Lew, residing at
361 Walck Rd N. Tonawanda NY, am
hereby requesting to be appointed as a Commissioner of Deeds
for the City of North Tonawanda.

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NORTH TONAWANDA NY

Respectfully submitted,

Fern Lew

(signature)

Date: 2/20/25

MAR 04 2025

Honorable Mayor and Common Council
216 Payne Avenue
North Tonawanda, New York 14120
February 27th, 2025

Dear Honorable Body,

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

Sincerely,



Eric Zadzilka
927 Fairmont Avenue
North Tonawanda, NY 14120

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NORTH TONAWANDA NY

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MAR 04 2025

February 17, 2025

CFO.E

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Halli Glina, residing at 1385 Sweeney St., N.T.
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

Halli Glina Date: 2/17/25

(signature)

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NORTH TONAWANDA NY

MAR 04 2025

February 24, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

Jayce Santiago residing at 147 8th Ave N. Tonawanda
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,


(signature)

Date: 2/24/25

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NORTH TONAWANDA NY

MAR 04 2025

2/21, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

THOMAS K MURPHY, residing at 321 WURLITZER DRIVE
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.
NORTH TONAWANDA, New York
14120

Respectfully submitted,

Thomas K. Murphy
Date: 2/21/25
(signature)

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NORTH TONAWANDA NY

MAR 04 2025

FEBRUARY 27th 2025

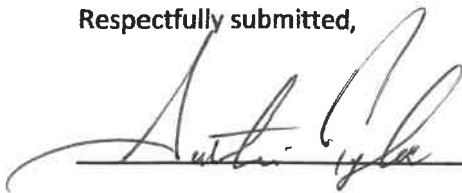
Honorable Mayor and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, NY 14120

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, AUSTIN TYLER, residing at 121 CENTER AVE
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

 Date: 2/27/25

(signature)

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2025 FEB 27 AM 10:27
NORTH TONAWANDA NY

MAR 04 2025

FEBRUARY 27, 2025

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

RE: Commissioner of Deeds

Dear Honorable Body & Mayor:

I, Raune Bolsover, residing at 1337 Sweeney St. N.T. NY 14120
am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Respectfully submitted,

 Dated 2-27-25

(signature)

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NORTH TONAWANDA NY

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