COMMON COUNCIL WORKSHOP AGENDA

November 5, 2026

The following meeting has been scheduled for TUESDAY, NOVEMBER 10, 2026:

5:30 PM - PUBLIC HEARING – Public Comments on the City's Community Development Block Grant (CDBG) funded Microenterprise Project #822ME545-24

5:45 PM - PUBLIC HEARING – Public Comments on the City's Community Development Block Grant (CDBG) funded Small Business Project #822SB598-25, assistance to Niagara Climbing Center

6:00 PM Special Session	**Re: Approval of the 2027 City Budget**
- **Alderman Schulmeister**	**Re: Proposed Local Law establishing good cause eviction protections with the City of North Tonawanda, including tenant protections and rent increase standards**
- **Joy Tedeschi/ Belmont Shelter**	**Re: Changes to the Belmont Shelter Administrative Plan**
- **Common Council**	**Re: General Discussion**

Respectfully submitted,

Donna L Braun

Donna L. Braun
City Clerk-Treasurer

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

S.S.

November 4th, 2026

NOV 10 2026

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

#1

ADOPTION OF THE 2027 GENERAL FUND BUDGET

Appropriations	$52,063,129
Financing:	
Estimated Revenue	$28,567,875
Appropriated Fund Balance	$635,000
Real Property Tax Levy	$22,874,299
Total Revenue	$51,442,174
Surplus (Deficiency)	$14,045

#2

ADOPTION OF THE 2027 WATER FUND BUDGET

Appropriations	$4,487,164
Appropriated Fund Balance	$0
Water Fund Revenues	$4,491,367
Surplus (Deficiency)	$4,203

#3

ADOPTION OF THE 2027 SEWER FUND BUDGET

Appropriations	$5,844,536
Sewer Fund Revenues	$5,921,500
Surplus (Deficiency)	$76,964

City Accountant,

JEFFREY ZELLNER
CITY ACCOUNTANT

Jeffrey R Zellner

2026 NOV 5 AM 10:31
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

CITY OF **North Tonawanda**

Agenda Item Submission Cover Letter

Agenda Item Title: Good Cause Eviction Protections

Submitted by: 2nd Ward Alderperson Will Schulmeister

Submitter's Title and Organization: Council Member

Anticipated Meeting Date: November 10th

Item Type:

- ☑ Discussion
- ☐ Vote
- ☐ Receive & File

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NORTH TONAWANDA NY

Description of Subject:

Council consideration and discussion of a proposed local law establishing good cause eviction protections within the City of North Tonawanda, including tenant protections and rent increase standards.

Explanation of Attachments:

Attached is the proposed Local Law Establishing Good Cause Eviction Protections within the City of North Tonawanda, titled the "North Tonawanda Tenant Protection and Housing Stability Law," for Council review and consideration.

CITY OF NORTH TONAWANDA LOCAL LAW NO. ___ OF 2026
A LOCAL LAW ESTABLISHING GOOD CAUSE EVICTION PROTECTIONS WITHIN THE CITY OF NORTH TONAWANDA

SECTION 1. TITLE
This Local Law shall be known as the
"North Tonawanda Tenant Protection and Housing Stability Law."

SECTION 2. LEGISLATIVE INTENT
The Common Council finds that:

1. The City of North Tonawanda is a community of approximately 33,000 residents with a housing stock consisting predominantly of single-family homes, duplexes, triplexes, and four-unit residential structures.
2. Stable housing is essential to maintaining neighborhood quality, economic vitality, and public welfare.
3. At the same time, the city recognizes the importance of:
    - Protecting small property owners, especially those who reside in their buildings
    - Maintaining incentives for local investment and property maintenance
4. Therefore, this Local Law is intended to:
    - Prevent unjust evictions and unreasonable rent increases
    - Provide clear, predictable standards
    - Balance tenant protections with the realities of small-scale landlords

SECTION 3. DEFINITIONS

1. The term "housing accommodation", as used in this article shall mean any residential premises, including any residential premises located within a mixed-use residential premises.

2. The term "landlord" as used in this article shall mean any fee owner, lessor, sublessor, assignor, court appointed receiver, or any other person or entity receiving or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of the foregoing.

3. (a) The term "small landlord" as used in this article shall mean a landlord of no more than one (1) unit in the state

4. The term "tenant" as used in this article shall mean a tenant, sub-tenant, lessee, sublessee, or any other person entitled to the lawful possession, use or occupancy of any housing accommodation. An individual shall not be considered a tenant for the purposes of this article if:

(a) no landlord-tenant relationship exists, as established pursuant to any of the grounds set forth in section 713 of the real property actions and proceedings law; or

(b) the individual is an occupant, as defined in paragraph (b) of subdivision one of section 235-f of chapter 7 of the NYS real property law, who has not received the landlord's express or implied consent to use the housing accommodation as their primary residence in exchange for payment of rent.

5. The term "rent" as used in this article shall mean any consideration, including any bonus, benefit or gratuity demanded or received for or in connection with the possession, use or occupancy of housing accommodations or the execution or transfer of a lease for such housing accommodations. The term "rent" shall not include any separate charges for services, amenities or facilities which the tenant pays in addition to rent, including but not limited to charges for fitness centers, parking, storage, or facility rentals, provided that such charges are not imposed or increased for the purposes of circumventing this article.

6. The term "inflation index" shall mean five percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States bureau of labor statistics for the region in which the housing accommodation is located, as established for the most recent preceding calendar year as shall be published by the division of housing and community renewal no later than the first of August in any given year.

7. The term "local rent standard" shall mean a rent increase equal to the inflation index or ten percent, whichever is lower.

SECTION 4. APPLICABILITY

A. Covered Units

This law shall apply to:

- Residential rental units within the City of North Tonawanda
- Buildings containing at least **two (2) dwelling units**

B. Exemptions

The following units are **exempt** from this law:

1. **Owner-occupied buildings with Two (2) or fewer units**
2. Units subject to **federal or state rent regulation programs**
3. Short-term or transient occupancy (hotels, motels, etc.)

SECTION 5. GOOD CAUSE REQUIRED FOR EVICTION

A landlord may not remove a tenant or refuse to renew a lease unless there is good cause, including:

A. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law);

B. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment, and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law);

C. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent, whichever is lower. (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law);

D. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real

Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law);

E. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law);

F. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law);

G. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law);

H. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law);

I. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal

residence by the landlord's spouse, domestic partner, child, stepchild, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

J. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law);

K. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law);

L. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but Good Cause Eviction Law Notice Page 6 of 6 no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law).

All evictions must comply with applicable **New York State law and court procedures**.

SECTION 6. UNREASONABLE RENT INCREASES

A. Presumption of Unreasonableness

A rent increase shall be presumed unreasonable if it exceeds:

- **The lesser of:**

- 10% annually, OR
- **5% plus the Consumer Price Index (CPI)** for the region

B. Rebuttal

A landlord may rebut this presumption by demonstrating:

- Significant increases in:
  - Property taxes
  - Utilities
  - Insurance
  - Maintenance or capital improvements

SECTION 7. NON-RENEWAL OF LEASES

Failure to renew a lease without good cause shall be treated as an eviction and subject to this law.

SECTION 8. NOTICE REQUIREMENTS

1. Landlords must provide written notice stating the **specific good cause** for eviction or non-renewal
2. Notice must comply with all applicable **New York State notice requirements**
3. Rent increases above the threshold must include:
   - Justification
   - Supporting documentation upon request

SECTION 9. PENALTIES FOR VIOLATIONS

In any action or proceeding in which a landlord is found to have violated this Local Law, including commencing or maintaining an eviction proceeding without good cause, the court may:

1. Dismiss the proceeding;
2. Award the tenant actual damages;
3. Award reasonable attorneys' fees and costs; and
4. Grant such other relief as the court deems just and proper.

Where a landlord is found to have willfully or knowingly violated this Local Law, the court may award additional damages consistent with the principles set forth in Section 768 of the Real Property Actions and Proceedings Law, including enhanced damages where appropriate:

(a) Any person who intentionally violates or assists in the violation of any of the provisions of this section shall be guilty of a class A misdemeanor. Each such violation shall be a separate and distinct offense.

(b) Such person shall also be subject to a civil penalty of not less than one thousand nor more than ten thousand dollars for each violation. Each such violation shall be a separate and distinct offense. In the case of a failure to take all reasonable and necessary action to restore an occupant pursuant to paragraph (b) of subdivision one of this section, such person shall be subject to an additional civil penalty of not more than one hundred dollars per day from the date on which restoration to occupancy is requested until the date on which restoration occurs, provided, however, that such period shall not exceed six months.

Any lease provision that purports to waive or limit a tenant's rights under this Local Law shall be void as against public policy.

SECTION 10. ENFORCEMENT

1. This law shall be enforceable through a rental committee made up of members selected by the Mayor and approved by the Common Council
2. The Rental Committee shall not be required to create a new enforcement agency, but may:
    - Provide **guidance and education** to landlords and tenants
    - Work with local courts and legal aid organizations

SECTION 11. SEVERABILITY

If any provision of this Local Law is held invalid, such invalidity shall not affect the remaining provisions.

SECTION 12. EFFECTIVE DATE

This Local Law shall take effect **60 days after filing with the Secretary of State**.

Outlook

FW: Agenda Item Request

From Donna Braun <DBraun@northtonawanda.gov>
Date Tue 11/3/2026 2:56 PM
To Lori Swartz <LSwartz@northtonawanda.gov>

2 attachments (5 MB)
CNT_Admin_Plan_2026_final-Updated (5).pdf; CNT_Board_Plan_Updates_Revised.pdf;

I think we could use the email below-only approving this on the 17th??

Donna L Braun
City of North Tonawanda
City Clerk /Treasurer
dbraun@northtonawanda.gov
716 695-8555 ext 2101

From: Joy Tedeschi <jtedeschi@belmonthousingwny.org>
Sent: Tuesday, November 3, 2026 1:41 PM
To: Donna Braun <DBraun@northtonawanda.gov>
Cc: lwilson@lumbercitydc.com
Subject: Agenda Item Request

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.

Dear Ms. Braun,

I am writing to request that the updates to the CNT PHA Administrative Plan be placed on the agenda for approval at the next Common Council meeting in November.

These revisions are necessary to comply with recent regulatory changes issued by the U.S. Department of Housing and Urban Development (HUD), including requirements under the Housing Opportunities Through Modernization Act (HOTMA) and related PIH Notices.

Attached is the updated Administrative Plan, along with a summary chart outlining the revisions and changes made. The chart is intended to assist in reviewing the updates and demonstrates how the changes ensure compliance with HUD's HOTMA regulations and applicable PIH guidance.

The proposed modifications are essential to maintaining the effectiveness, integrity, and compliance of our Housing Choice Voucher Program. We respectfully request Council's review and approval of these updates at the November 10 meeting.

I would greatly appreciate your consideration of this request. Please let me know if you have any questions or require any additional information.

Thank you for your time and assistance.

Sincerely,

Joyelle Tedeschi

Joyelle Tedeschi, Vice President of Housing Programs
Belmont Housing Resources for WNY, Inc.
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(716) 884-7791 x 191 (716) 884-8026 fax
www.belmonthousingwny.org
Pronouns: she/her/hers



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