

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

City of North Tonawanda

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

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

July 2, 2026

The following meetings have been scheduled for TUESDAY, JULY 7, 2026

6:15 PM Common Council Meeting Discussion

6:30 PM Common Council Meeting

Respectfully submitted,

A handwritten signature in black ink that reads "Donna L. Braun". The signature is written in a cursive, flowing style.

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

**TO: Honorable Mayor & Common Council
Alderman Richards, Schulmeister, Roe, Lavey, Murphy**

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session TUESDAY, JULY 7, 2026, 6:30 PM

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

PROOF OF PUBLICATION PUBLISHED 4/24/2026, 5/15/2026 & 6/5/2026

- 1) Legal Notice – Notice of Foreclosure of Tax Liens by the City of North Tonawanda –
City Clerk-Treasurer**

PROOF OF PUBLICATION PUBLISHED 6/6/2026

- 1) Legal Notice – Notice of Request for Proposals for Quity Improvement Project
Services – City Assessor**

PROOF OF PUBLICATION PUBLISHED 6/13/2026

- 1) Legal Notice – Estoppel Notice for the 2026 Public Improvements Serial Bond – City
Clerk-Treasurer**

COMMUNICATIONS FROM CITY OFFICIALS

- | | |
|----------------------|---|
| I.1 Mayor | Re: Receive and File the appointment of
Courtney Benware to the Historic
Preservation Commission |
| I.2 Mayor | Re: Approval of Resolution to reman Market
Street to “Bill Gosch Veterans Way” |
| I.3 Mayor | Re: Approval of a Buyout Agreement with the
operator of Lumberjacks Restaurant |
| II.1 Attorney | Re: Approval of the Sale of Lot 33/34
Weatherbest Slip |

II.2 Attorney

Re: Approval of the Amended Contract for the 2026 Canal Fest

VII. Accountant

Re: Payment of the Abstract of Claims Dated July 7, 2026

XXV. Monthly Reports

.1 Police Department .2 Clerk-Treasurer

XXXII.1 Community Development

Re: Approval of Resolution endorsing LCDC's application to the 2026 New York Main Street Program

XXXII.2 Community Development

Re: Approval of Resolution authorizing Application to the 2026 NYS Department of State Local Waterfront Revitalization Program – Island Street Overlook Project

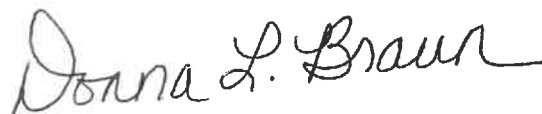
COMMUNICATIONS FROM OTHERS

A.

Rachael DeDomenico

Re: Permission to close Webster Street and Sweeney Street for the Arts and Eats on Webster street festival, August 15th and 16th

Respectfully submitted,

A handwritten signature in black ink that reads "Donna L. Braun". The signature is written in a cursive, flowing style.

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

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

JUL 07 2026

Delia Bates, 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

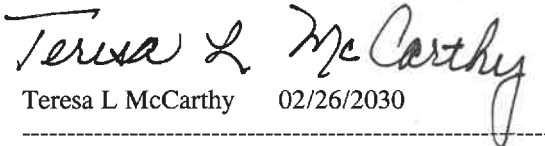
A newspaper published in the County and State aforesaid,
and that the annexed printed legal # 361393
was printed and published in said paper on the following dates:

04/24/2026 05/15/2026 06/05/2026


Principal Clerk

Subscribed and sworn to before me this

6.10.26


Teresa L McCarthy 02/26/2030

Notary Public

Expiration Date

RECEIVED
CITY CLERK'S OFFICE

2026 JUN 12 AM 10:32
NORTH TONAWANDA NY

Teresa L. McCarthy
Notary Public - State of New York
No. 01MC4962698
Qualified in Niagara County
My Comm. Expires Feb. 26. 2030

COUNTY COURT NIAGARA COUNTY
NOTICE OF FORECLOSURE OF TAX LIENS BY THE CITY OF NORTH TONAWANDA BY ACTION IN REM,
PURSUANT TO TITLE XXV OF THE CHARTER OF NORTH TONAWANDA.

PLEASE TAKE NOTICE THAT on the 24th day of April, 2026, the City Clerk-Treasurer of the City of North Tonawanda, pursuant to law filed with the Clerk of Niagara County, a list of parcels of real property affected by unpaid tax liens held and owned by such City of North Tonawanda which on such date had been unpaid for a period of at least two years after the date when the tax or other legal charge represented thereby became a lien. Such list contains as to each parcel:

- (a) A brief description of the property affected by such tax lien.
- (b) The name of the last known owner thereof as the same appears on the assessment roll of the said City of North Tonawanda for the last calendar year, or a statement that the owner is unknown if such be the case and
- (c) A statement of the amount of such tax lien upon such parcel including those which shall have been due for less than two years together with the date or dates from which, and the rate or rates at which interest and penalties shall be computed.

All persons having or claiming to have an interest in the real property described in such list of delinquent taxes are hereby notified that the filing of such list of delinquent taxes constitutes the commencement by said City of North Tonawanda of an action in the County Court, Niagara County, to foreclose the tax liens therein described by a foreclosure proceeding in rem and that such list constitutes a notice of pendency of action and a complaint by said City of North Tonawanda against each parcel of real property therein described to enforce the payment of such tax liens. Such action is brought against the real property only and is to foreclose the tax liens described in such list.

No personal judgment will be entered herein for such taxes or other legal charges or any part thereof.

This notice is directed to all persons having or claiming to have an interest in the real property described in such list of delinquent taxes and such persons are hereby notified that a duplicate of such list of delinquent taxes had been filed in the Office of the City Clerk-Treasurer of such City of North Tonawanda and will remain open for public inspection up to and including the 24th day of July, 2026, which date is hereby fixed as the last day for redemption.

AND TAKE FURTHER NOTICE that any person having or claiming to have an interest in any such real property and the legal right thereto may on or before said date redeem the same by paying to such City Clerk-Treasurer of the City of North Tonawanda the amount of all such unpaid tax liens thereon and in addition thereto all interest and penalties which are a lien against such real property, computed to and including the date of redemption. In the event that such taxes are paid by a person other than the record owner of such real property, the person so paying shall be entitled to have the tax liens affected thereby satisfied of record or to receive an assignment of such tax liens evidenced by a proper written instrument.

Every person having any right, title, or interest in or lien upon any parcel of real property described in such list of delinquent taxes may serve a duly verified answer upon the Attorney for the City of North Tonawanda setting forth in detail the nature and amount of his interest and any defense or objection to the foreclosure. Such answer must be filed in the Office of the County Clerk and served upon the Attorney for the tax district foreclosing within twenty days after the date above mentioned as the last day for redemption. In the event of failure to redeem or answer by any person having the right to redeem or answer, such person shall be forever barred and foreclosed of all his right, title and interest and equity of redemption in and to the parcel described in such list of delinquent taxes and a judgment in foreclosure may be taken by default.

North Tonawanda Attorney
Edward Zebulske, Esq.
City Hall, 216 Payne Avenue
North Tonawanda, NY 14120

Donna L. Braun
City Clerk-Treasurer

N#361393

4/25, 5/15, 6/5/2026

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

JUL 07 2026

Delia Bates, 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 # 363588
was printed and published in said paper on the following dates:

06/06/2026

Delia Bates

Principal Clerk

Subscribed and sworn to before me this

6-18-26

Teresa L. McCarthy

Teresa L McCarthy 02/26/2030

Notary Public

Expiration Date

RECEIVED
CITY CLERK'S OFFICE

2026 JUN 12 AM 10:32
NORTH TONAWANDA NY

LEGAL NOTICE
NOTICE OF REQUEST FOR PROPOSALS
CITY OF NORTH TONAWANDA, NEW YORK
EQUITY IMPROVEMENT PROJECT SERVICES RFP

This is a request for Proposal (RFP) issued by the City of North Tonawanda, Niagara County, New York, for THE EQUITY IMPROVEMENT PROJECT. We seek qualified firms to conduct two comprehensive real property reassessments: a full review reassessment as of July 1, 2028 and an administrative review reassessment as of July 1, 2028. The scope encompasses approximately 12,787 parcels with multiple zoning districts and land use categories. On-site visits and photos might be required. Sales will be reviewed by July 1, 2028. Proposals must be submitted by June 24, 2026 to the North Tonawanda City Clerk's Office by 11:00 a.m., in a sealed envelope format with one (1) original and (3) copies, plus 1 flash drive. The contract will be awarded to the appraisal firm chosen by the selection committee using sealed bid procedures. Pricing shall be submitted on a per-parcel basis with an estimated grand total; inclusive of all labor, equipment, materials, insurance and related costs. The selected contractor must maintain professional liability insurance of \$2,000,000 minimum per occurrence. Bid packet will be available on the northtonawanda.gov website.

N#363588

6/3/2026

Teresa L. McCarthy
Notary Public - State of New York
No. 01MC4962698
Qualified in Niagara County
My Comm. Expires Feb. 26, 2030

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

JUL 07 2026

Delia Bates, 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

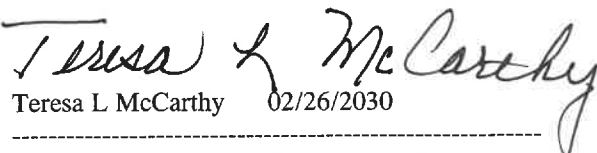
A newspaper published in the County and State aforesaid,
and that the annexed printed legal # 363898
was printed and published in said paper on the following dates:

06/13/2026



Principal Clerk

Subscribed and sworn to before me this
6.16.26


Teresa L. McCarthy 02/26/2030

Notary Public Expiration Date

RECEIVED
CITY CLERK'S OFFICE

2026 JUN 24 AM 8:28
NORTH TONAWANDA NY

Teresa L. McCarthy
Notary Public - State of New York
No. 01MC4962698
Qualified in Niagara County
My Comm. Expires Feb. 26, 2030

ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted by the Common Council of the City of North Tonawanda on June 9, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of North Tonawanda, Niagara County, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Donna Braun, City Clerk-Treasurer
City of North Tonawanda

SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Common Council of the City of North Tonawanda on June 9, 2026.

1. The resolution is entitled "BOND RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTH TONAWANDA, NIAGARA COUNTY, NEW YORK (THE "CITY") AUTHORIZING THE ISSUANCE OF \$7,600,875 IN SERIAL BONDS OF THE CITY TO FINANCE VARIOUS PUBLIC IMPROVEMENTS" and authorized serial bonds of the City for the following respective specific objects or purposes, including all the respective principal amounts, and the respective periods of probable usefulness ("PPU"), as indicated below:

- (1) Bonds in the principal amount of \$19,000 to finance the acquisition of an ATV for use by the City's Police Department; PPU of 5 years;
- (2) Bonds in the principal amount of \$1,861,000 to finance the construction, reconstruction or addition of an (a) an electric pole replacement for the water treatment plant generator project (\$200,000) and (b) various lift stations in the City (\$1,661,000); PPU of 40 years;
- (3) Bonds in the principal amount of \$1,470,000 to finance construction of a municipal swimming pool at Memorial Park (Phase II); PPU of 20 years;
- (4) Bonds in the principal amount of \$736,375 to finance the cost of intersection improvement to Meadow Drive and Payne Avenue; PPU of 20 years;
- (5) Bonds in the principal amount of \$400,000 to finance construction, reconstruction of an addition or conversion of a building for the City Market; PPU of 30 years;
- (6) Bonds in the principal amount of \$500,000 to finance the cost of improvements to the City's Deerwood Golf Course; PPU of 15 years;
- (7) Bonds in the principal amount of \$75,000 to finance the acquisition of land next to the City's Deerwood Gold Course; PPU of 30 years;
- (8) Bonds in the principal amount of \$143,000 to finance the cost of reconstruction and improvements to the Gratwick Docks; PPU of 20 years;
- (9) Bonds in the principal amount of \$550,000 to finance the cost of an appraisal of real property value within and for the City for assessment purposes; PPU of 5 years;
- (10) Bonds in the principal amount of \$450,000 to finance to the estimated planning cost for (a) Waterfront Development (\$50,000), (b) Fire Department Reorganization and Building Study (\$200,000), and (c) Botanical Garden Infrastructure Project (\$200,000); PPU of 5 years;
- (11) Bonds in the principal amount of \$246,500 to finance the cost of acquiring various equipment for use at the Deerwood Golf Course; PPU of 15 years;
- (12) Bonds in the principal amount of \$625,000 to finance the acquisition of various machinery and apparatus for use by the City, including (a) sanitation truck (\$325,000) and (b) plow truck (\$300,000); PPU of 15 years;
- (13) Bonds in the principal amount of \$500,000 for the acquisition of land at 1000 River Road; PPU 30 years;
- (14) Bonds in the principal amount of \$25,000 finance the cost of park improvements for the conversion of pickleball courts at Wurlitzer Park (Phase II); PPU of 15 years;

2. Aggregate amount of Obligations Authorized: up to \$7,600,875.

The resolution summarized herein shall be available for public inspection during normal business hours at the offices of the City Clerk-Treasurer, City of North Tonawanda, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120
N#363898

6/13/2026

CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC


JUL 07 2026

June 23, 2026

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

Re: Appointment to Historic Preservation Commission

Dear Honorable Body,

Please be advised I will be appointing Courtney Benware, 41 East Felston St., North Tonawanda 14120, to the Historic Preservation Commission, effective June 23rd, 2026, for a term of four (4) years, expiring December 31st, 2029

Thank you for your attention to this matter.

Respectfully,



Austin Tylec
Mayor

CITY OF NORTH TONAWANDA



AUSTIN J. TYLEC

I.2

JUL 07 2026

June 29, 2026

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

Re: Proposed Resolution Renaming Market Street as "Bill Gosch Veterans Way"

Dear Members of the Common Council,

Enclosed for your consideration is a proposed resolution to officially rename Market Street as "Bill Gosch Veterans Way" in honor of William "Bill" Gosch, a respected member of the North Tonawanda community and one of our city's last World War II veterans.

This legislation would provide a lasting public tribute to Mr. Gosch's life, military service, and legacy, while also recognizing the broader sacrifice and service of the Greatest Generation. The proposed street renaming is intended to serve as a permanent reminder of the courage, dedication, and patriotism demonstrated by Mr. Gosch and so many others who served our nation.

The resolution also notes that the affected roadway serves municipally owned properties and is not expected to adversely impact private residential or commercial addressing. If approved, the appropriate City departments would be authorized to update City records, coordinate with outside agencies, and install new signage reflecting the official name "Bill Gosch Veterans Way."

I respectfully request that the Common Council accept this proposed resolution for consideration and take the necessary action to formally honor Mr. Gosch's service and legacy through this meaningful public recognition.

Respectfully Submitted,

Austin Tylec
Mayor

RECEIVED
CITY CLERK'S OFFICE

2026 JUN 29 PM12:38
NORTH TONAWANDA NY

**CITY OF NORTH TONAWANDA
RESOLUTION NO. ___ OF 2026**

**A RESOLUTION RENAMING MARKET STREET AS “BILL GOSCH VETERANS WAY” IN
HONOR OF WORLD WAR II VETERAN WILLIAM “BILL” GOSCH**

WHEREAS, William “Bill” Gosch was a proud World War II veteran and respected member of the North Tonawanda community; and

WHEREAS, the Common Council of the City of North Tonawanda recognizes the importance of honoring the service, sacrifice, and legacy of members of the Greatest Generation; and

WHEREAS, the Common Council finds it appropriate and in the public interest to establish a lasting public tribute in honor of William “Bill” Gosch through the renaming of Market Street; and

WHEREAS, the roadway presently known as Market Street serves municipally owned properties, and the proposed renaming is not expected to adversely impact private residential or commercial addressing; and

WHEREAS, the Common Council desires to officially rename Market Street as “Bill Gosch Veterans Way” for municipal, governmental, emergency service, postal, mapping, and public purposes.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of North Tonawanda hereby officially renames the roadway presently known as “Market Street,” located within the City of North Tonawanda, as:

“Bill Gosch Veterans Way”

BE IT FURTHER RESOLVED, that the Mayor, Clerk-Treasurer, Department of Public Works, Police Department, Fire Department, Building Department, and all other necessary City departments, agencies, and officials are hereby authorized and directed to take all actions necessary to implement this resolution, including but not limited to:

1. Updating official City maps, records, and databases;
2. Coordinating notification of the street name change to Niagara County, New York State agencies, emergency service providers, the United States Postal Service, utility companies, and digital mapping providers; and
3. Removing existing signage and installing new roadway signage reflecting the name “Bill Gosch Veterans Way.”

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon adoption by the Common Council.



AUSTIN J. TYLEC

April 30, 2026

Honorable Members of the Common Council
City of North Tonawanda
216 Payne Avenue
North Tonawanda, NY 14120

Dear Honorable Members of the Common Council,

As you are aware, the current operator of Lumberjack's approached the city seeking to transfer the existing concessionaire agreement to a new operator. Given ongoing concerns regarding the limited financial return to the City under this agreement, we do not believe it is in the best interest of the City or its taxpayers to allow that transfer.

Instead, Attached for your review is a buyout of the agreement for \$350,000, allowing the City to regain full oversight and control of the marina and adjacent concession property, a public asset representing an investment of approximately \$3 million.

Given the current terms, the City generates about \$45,000 annually while remaining responsible for maintenance of the marina and site. This structure results in the city absorbing costs while realizing minimal return on what was a \$3million capital investment over a decade ago. The agreement, executed in 2012, includes extensions that could carry through 2042 and provides no legal exit for the City, without the concessionaires consent

Continued operation under the existing agreement represents a far greater long-term cost. With full municipal control, the site has the capacity to generate over \$150,000 annually.

Attached for your review is the proposed buyout agreement between the City of North Tonawanda and the concessionaire. This agreement provides a clean and final resolution and positions the city to manage this asset in a way that better serves our taxpayers moving forward.

I strongly recommend approval.

Respectfully,
Austin J. Tylec

A handwritten signature in blue ink that reads "Austin Tylec". The signature is fluid and cursive, with the first name "Austin" and last name "Tylec" clearly distinguishable.

Mayor
City of North Tonawanda

2026 JUL 2 AM 9:59
NORTH TONAWANDA NY

BUYOUT, TERMINATION AND MUTUAL RELEASE AGREEMENT

(Restaurant/Marina Concession / License Buyout)

This Buyout, Termination and Mutual Release Agreement (this "Agreement") is entered into by and between the City of North Tonawanda, New York, a municipal corporation (the "City"), and Lumberjack's Patio Grill, LLC, a New York limited liability company ("Lumberjack's" or "Concessionaire"). The City and Lumberjack's are each a "Party" and together the "Parties."

Effective Date: April 17, 2026

RECITALS

- A. The Parties are parties to that certain Restaurant/Marina Concession Agreement made effective as of March 7, 2012 (as amended, if applicable, the "Concession Agreement") regarding the operation of a restaurant and marina concession at 1000 River Road, North Tonawanda, New York (the "Premises").
- B. The Parties desire to terminate the Concession Agreement and to buy out Lumberjack's rights thereunder, all on an "AS IS, WHERE IS, WITH ALL FAULTS" basis and with a full and final settlement and mutual release, subject to the terms of this Agreement.
- C. The Parties intend that, upon Closing (defined below), this Agreement will fully and finally resolve any and all matters arising out of or relating to the Concession Agreement and the Premises, to the fullest extent permitted by law.

AGREEMENT

1. Definitions.

1.1 Capitalized terms not defined in this Agreement have the meanings set forth in the Concession Agreement.

1.2 "Closing" means the consummation of the buyout contemplated by this Agreement, occurring when (a) the City tenders the Buyout Payment (defined below) in immediately available funds and (b) Lumberjack's delivers possession of the Premises to the City (and delivers keys/access items) as provided in Section 4.

2. Buyout Payment; Consideration.

2.1 Buyout Payment. In consideration of the termination of the Concession Agreement and the releases and other covenants set forth herein, the City shall pay to Lumberjack's a one-time buyout payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Buyout Payment").

2.2 Payment Timing; Closing Condition. The Parties agree that the Buyout Payment is a condition to Closing and that no termination, surrender, or release under this Agreement becomes effective unless and until Closing occurs. The Closing (the "Transfer Date") shall occur on November 1, 2026.

2.3 Method. The Buyout Payment shall be paid by wire transfer of immediately available funds pursuant to wiring instructions provided by Lumberjack's via Escrow.

2.4 Taxes. Lumberjack's shall deliver an executed IRS Form W-9 prior to Closing, and each Party shall be responsible for its own tax obligations arising from this transaction.

2.5 Escrow Deposit. Within five (5) business days after the Effective Date, the City shall deposit Seventeen Thousand Five Hundred Dollars (\$17,500.00) (the "Escrow Deposit") with an escrow agent mutually acceptable to the Parties pursuant to a short-form escrow agreement. The Escrow Deposit shall be fully refundable to the City if Closing does not occur for any reason other than the City's material breach of this Agreement, and shall be credited against the Buyout Payment at Closing.

3. Termination of Concession Agreement; Release of Obligations.

3.1 Termination. Upon Closing, the Concession Agreement is terminated in its entirety, and all rights, licenses, privileges, options, and interests of Lumberjack's under the Concession Agreement shall immediately cease and revert to the City without further action.

3.2 No Further Obligations of Lumberjack's. From and after Closing, Lumberjack's shall have no further duties, liabilities, or obligations of any kind under or relating to the Concession Agreement, whether accrued, fixed, contingent, known or unknown, asserted or unasserted, at law or in equity, to the fullest extent permitted by law.

3.3 Settlement of Accounts. The Parties acknowledge and agree that the Buyout Payment constitutes full and final settlement of any and all amounts claimed or that could have been claimed to be due under or in connection with the Concession Agreement, including (without limitation) any rent, percentage rent, fees, reimbursements, offsets, audit adjustments, and alleged defaults.

4. Possession; Keys; Move-Out; Personal Property.

4.1 Turnover at Closing. At Closing, Lumberjack's shall deliver exclusive possession of the Premises to the City, including delivery of all keys, access devices, alarm codes, and other access credentials under Lumberjack's control.

4.2 Property Removal/Abandoned Property. Lumberjack's shall have the right to remove any and all items from the Property prior to Closing. Any property remaining at the Premises after Closing shall be deemed abandoned and may be retained, disposed of, or sold by the City without accounting to Lumberjack's, to the fullest extent permitted by law.

4.3 Restoration. Lumberjack's shall repair any material damage caused by removal of its personal property, equipment, or trade fixtures and shall leave the Premises in broom-clean condition upon completion of removal.

5. "As-Is"; Disclaimer of Representations.

5.1 As-Is. The City acknowledges and agrees that it is entering into this Agreement and accepting the Premises (and any conditions thereof) "AS IS, WHERE IS, WITH ALL FAULTS," and without recourse to Lumberjack's.

5.2 No Representations/Warranties. Lumberjack's makes no representations or warranties (express or implied) regarding the Premises, any improvements, compliance with laws, permits, licenses, condition, environmental matters, or fitness for any purpose, and the City disclaims reliance on any statement or representation of Lumberjack's.

6. Mutual Releases; Covenant Not to Sue.

6.1 City Release. Effective upon Closing, the City, on behalf of itself and its officers, employees, agents, departments, boards, commissions, insurers, successors and assigns, fully and forever releases and discharges Lumberjack's and its past, present and future members, managers, officers, employees, agents, representatives, affiliates, successors and assigns (collectively, the "Lumberjack's Released Parties") from any and all claims, demands, causes of action, damages, liabilities, costs, expenses, attorney's fees, obligations, and losses of every kind and nature, whether known or unknown, suspected or unsuspected, asserted or unasserted, at law or in equity, arising out of, relating to, or in connection with (i) the Concession Agreement, (ii) Lumberjack's occupancy, use, or operation of the Premises, (iii) any obligations stated in or implied by the Concession Agreement, and (iv) any acts or omissions occurring on or before Closing (collectively, "City Released Claims"), to the fullest extent permitted by law.

6.2 Lumberjack's Release. Effective upon Closing, Lumberjack's, on behalf of itself and its members/managers, affiliates, successors and assigns, fully and forever releases and discharges the City and its officers, employees, agents, departments, boards, commissions, insurers, successors and assigns (collectively, the "City Released Parties") from any and all claims, demands, causes of action, damages, liabilities, costs, expenses, attorney's fees, obligations, and losses of every kind and nature, whether known or unknown, suspected or unsuspected, asserted or unasserted, at law or in equity, arising out of, relating to, or in connection with the Concession Agreement, the Premises, or any acts or omissions occurring on or before Closing

(collectively, "Lumberjack's Released Claims"), to the fullest extent permitted by law; provided, however, that Lumberjack's does not release the City's obligation to pay the Buyout Payment in accordance with this Agreement.

6.3 Covenant Not to Sue. Each Party covenants that it will not sue or commence any action against the other Party or its respective Released Parties on any Released Claims.

6.4 Unknown Claims. The releases in this Section 6 include unknown and unsuspected claims, and each Party expressly waives any rights it may have under any law that would limit the effect of releasing unknown claims, to the fullest extent permitted by law.

7. No Admission.

This Agreement is a compromise of disputed or uncertain matters and shall not be construed as an admission of liability or wrongdoing by any Party.

8. Dispute Resolution (AAA).

8.1 Mediation; Arbitration. Any dispute between the Parties arising out of or relating to this Agreement that cannot be resolved informally shall first be submitted to non-binding mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA Commercial Arbitration Rules then in effect.

8.2 Location; Arbitrator. The mediation and arbitration shall be held and conducted in Niagara Falls, New York, unless the Parties agree otherwise in writing. The arbitrator shall be selected by mutual agreement of the Parties, or, failing such agreement, in accordance with the AAA rules.

8.3 Finality; Judgment. The arbitrator's decision shall be final, and judgment may be entered thereon in any court having jurisdiction.

9. Authority; Municipal Approvals.

9.1 Authority. Each Party represents that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

9.2 City Approvals. The City's obligations under this Agreement are subject to any approvals required by applicable law, charter, or municipal procedures, including appropriation and authorization. If required approvals are not obtained, the City may terminate this Agreement by written notice to Lumberjack's, and neither Party shall have further liability except for obligations that expressly survive and for any obligations accrued prior to such termination.

10. Notices.

Notices under this Agreement shall be given in the manner and to the addresses set forth in the Concession Agreement, or to such other address as a Party may designate by notice in accordance with this Section 10.

11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions or writings on the termination/buyout of the Concession Agreement.

12.2 Amendments. No amendment shall be effective unless in writing and signed by both Parties.

12.3 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

City of North Tonawanda

By:

Name:

Title:

Date:

Lumberjacks's Patio Grill, LLC

By:

Name: CAROL M. TALICHET

Title: OWNER/OPERATOR

Date: April 18, 2026

**ADDENDUM TO BUYOUT, TERMINATION AND MUTUAL RELEASE AGREEMENT
REGARDING SECTION 4.2 – PERSONAL PROPERTY**

This Addendum is incorporated into and made part of the Buyout, Termination and Mutual Release Agreement dated _____, 2026, by and between the City of North Tonawanda and Lumberjack’s Patio Grill, LLC (the “Agreement”).

The Parties acknowledge that Section 4.2 of the Agreement was intended to permit Lumberjack’s to remove its unattached personal property from the Premises prior to Closing, but was not intended to authorize the removal of fixtures, commercial kitchen equipment, or other operational equipment associated with the facility.

Accordingly, the Parties agree that Section 4.2 shall be interpreted and amended as follows:

1. Lumberjack’s shall have the right, prior to Closing, to remove unattached personal property owned by Lumberjack’s, including but not limited to tables, chairs, movable decorations, utensils, barware, office items, portable televisions, and similar movable furnishings and personal effects.
2. Lumberjack’s shall not remove any fixtures, appliances, commercial kitchen equipment, marina equipment, or other items attached to, integrated with, hardwired to, vented through, plumbed into, or otherwise associated with the operation of the Premises.
3. Without limitation, the following items shall remain at the Premises and become or remain property of the City upon Closing: fryers, grills, ovens, stoves, refrigeration equipment, walk-in coolers, freezers, sinks, hood systems, dishwashing systems, built-in bars, draft systems, prep stations, and similar operational equipment.
4. Except as expressly modified herein, all remaining terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this addendum as of the dates set forth below.

City of North Tonawanda

Lumberjack’s

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

RECEIVED
CITY CLERK'S OFFICE

2026 JUL 2 AM 11:45
NORTH TONAWANDA NY

City of North Tonawanda

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

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

TELEPHONE
(716) 695-8590
FAX (716) 695-8592

MARIO J. GREGORI, JR.
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER
ASSISTANT CITY ATTORNEY

June 22, 2026

11. /

JUL 07 2026

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

RE: Sale of 33/34 Weatherbest Slip

Dear Honorable Body:

We have been informed that lessee David Miller has concluded the sale of the above-referenced boathouse, and is requesting that the lease of the property be transferred to the purchaser, Donald V. Greene, 244-12th Avenue, North Tonawanda, NY 14120.

Attached is a copy of the ad placed in the Niagara Gazette on June 17, 2026, regarding the sale, a copy of which is required before the approval of the transfer by the Common Council. The buyer is aware of the \$950 transfer fee and the need to provide a Certificate of Insurance covering the leased premises with the City of North Tonawanda named as an additional insured.

Should your Honorable Body concur, please pass a resolution to permit the requested transfer, subject to any further review by the City Attorney.

Very truly yours,

Edward A. Zebulske, III
Edward A. Zebulske, III
City Attorney

EAZ/lk
Att.

cc: Donna Braun,, City Clerk/Treasurer
David Miller, Lessee/Seller
Donald V. Greene, Purchaser
Austin Tylec, Mayor

2026 JUN 30 PM 12:06
NORTH TONAWANDA NY

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CLASSIFIEDS

YOUR LOCAL MARKETPLACE

JOBS • RENTALS • REAL ESTATE • AUTOS • SERVICES • MERCHANDISE • AND MORE!



TO PLACE AN AD, CALL 716-282-2311 OPTION 2



REAL ESTATE



AUTOS

**225 General
Help Wanted**

**225 General
Help Wanted**

DISTRIBUTION CLERK

The Niagara Gazette printing facility in North Tonawanda is currently seeking a part-time person to work closely with Circulation and Production staff in distributing bundles and supplies to our drivers. General computer knowledge is a plus. Candidate also must be able to perform basic math skills. Schedule is Monday through Friday evenings from 9 PM to 1 AM. If interested, please contact production manager, Chris Mesler by calling 716-693-1000 extension 4128 and leave a message to schedule an interview.

GARAGE SALES!

390 Garage Sale

Middleport
9453 RIDGE RD
Fri & Sat, 6/19 & 20
9am - 2pm
9 FAMILY SALE!
Clothes, jewelry, numerous misc, some antiques.

Youngstown

Multi Family Sale
233 Dockside Dr.
June 19, 20, 21, 8a-3p
Furniture, household, clothing, shoes, sports items, music, electronics, tools, Wii games, picture frames, and much more.

390 Garage Sale



**Wheatfield
Lynch Park
RiverPoint
at Williams
Sat. June 20th
8am - 2pm
Something for
Everyone!
For Info 283-1990**



735 Boats/Equip. & Accessories

Boathouse for sale, N. Tona. 33 Weather Best slip. City owns land. \$20,000. 716-694-9241.



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Home Improvements
• Storm Repair
• Windows • Doors
• Roofing • Siding
• Remodeling
• Drywall • Painting
• Floor Installation
Free Est. Insured
Sr. & Military Discts
716-427-9060

**Who Ken Do Anything
You Need
iKen**

CALLING ALL BUSINESSES!

Call

282-2311

**Option 2 to have
your business
advertised here!**

Accounting, Appliance
Repair, Auto Repair, Autos
Wanted, Basements,
Business Services, Cable &
Satellite Services, Cleaning
Services, Computer
Services, Concrete/
Masonry,
Financial Services,
Firewood/Fuel,
Landscaping, Heating & Air
Conditioning,
Home Health Care
Providers, Interior & Exterior
Repairs & Services, Moving
Services, Paving/Blacktop,
Plumbing, Realtors,
Removal Services,
Residential & Commercial
Construction, Storage,
Topsoil Providers, Tree
Removal,
Winter Services

BARGAIN HUNT

Light fixture, 18" under
cabinet w/fluorescent 60
watt bulb, on/off, plug in
NIB, \$12. 716-693-1545

Tape measure, metal,
thumb stop/start, 25' x
1", new, \$3. 716-693-1545

SELL



IN THE CLASS

**It's the Easiest Way to
Recycle and Make Some**

GARAGE SALE

starting from \$
9 lines, 3 day
in print & online

TO PLACE YOUR AD

Call 716-282-2311 ext. 2310

go online to <https://marketplace.lockport.com>

or <https://marketplace.niagara-gazette.com>

City of North Tonawanda

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

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

TELEPHONE
(716) 695-8590
FAX (716) 695-8592

MARIO J. GREGORI, JR.
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER
ASSISTANT CITY ATTORNEY

June 2, 2026

II.2

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

RE: Proposed Agreement between City of North Tonawanda and
Canal Fest of the Tonawandas, Inc. for Canal Fest 2026

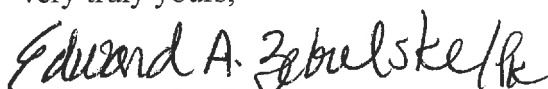
Dear Honorable Body:

Attached, for your review, is a proposed Agreement between the City of North Tonawanda and the Canal Fest of the Tonawandas, Inc. to facilitate Canal Fest 2026, which is to be held July 19, 2026 through July 26, 2026.

Should your Honorable Body concur, please pass a resolution to allow the Mayor to execute the Agreement, subject to any further review by the City Attorney.

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

Very truly yours,


Edward A. Zebulski, III
City Attorney

EAZ/lk
Att.

cc: Donna L. Braun, City Clerk-Treasurer

2026 JUL 2 AM 11:49
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

AGREEMENT

THIS AGREEMENT made this _____ day of July 2026, by and between the CITY OF NORTH TONAWANDA, NEW YORK, a municipal corporation organized and operating under the laws of the State of New York, having its principal office located at 216 Payne Avenue, North Tonawanda, NY 14120, hereinafter referred to as "CITY" and CANAL FEST OF THE TONAWANDAS, INC., an entity with a mailing address at PO Box 1243, North Towanda, NY 14120, hereinafter referred to as "the CORPORATION".

WITNESSETH:

WHEREAS the CITY and the CORPORATION desire to enter into an agreement for the purpose of accommodating Canal Fest 2026 ("Canal Fest 2026"), and

WHEREAS, the CITY is the owner of certain premises within the City of North Tonawanda where the events of Canal Fest 2026 will take place, and,

WHEREAS the utilization of city property, personnel and equipment as specified in this Agreement is deemed to be for the promotion of Canal Fest 2026 and the protection of public health, safety and welfare which is in the best interests of the City and its residents,

NOW, THEREFORE, it is mutually **AGREED** by and between the parties hereto:

1. **TERM.** The City and the Corporation in conjunction with the City of Tonawanda, shall support Canal Fest 2026 of the Twin Cities. Canal Fest 2026 shall be held July 19, 2026 through July 26, 2026. The daily operations of the festival, including rides, amusements, concessions and/or events of any sort on the North Tonawanda side shall conclude by 11:00PM or as soon thereafter as may be reasonably accomplished.
2. **FEE:** The Corporation shall reimburse the City an amount not to exceed Thirty Thousand Dollars (\$30,000.00) for the year 2026 to offset the additional reasonable expenses incurred by the City during Canal Fest 2026. This payment shall be made no later than September 1, 2026.
3. **CAMPUS AREA.** The Canal Fest 2026 "Campus Area" will be identified as such in Exhibit A. In the event that construction is occurring within the City of North Tonawanda during the time Canal Fest is taking place, the City may, upon reasonable notice and as necessarily required, shall, modify the "Campus Area" so that Canal Fest 2026 does not interfere with on-going construction or other related development activities.
4. **INSURANCE REQUIREMENTS:** Before the start and setup through the entire duration of Canal Fest 2026, including teardown, the Corporation shall furnish, upon request, a Certificate of Insurance, that it has procured and will maintain, at its own expense, insurance in the kinds and amounts hereinafter specified. The City of North Tonawanda is defined as the City of North Tonawanda, its agents, officers and employees. Corporation agrees to, and shall provide insurance that will include coverage for bodily injury, property damage, personal injury, advertising injury, contractual liability, products/completed operations at \$1,000,000 per occurrence, \$2,000,000 aggregate with an additional umbrella policy of \$1,000,000. This insurance will be primary and non-contributory. Said insurance shall also have riders adding the City as additional insureds. The required policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional insureds for this project. A copy of such endorsement(s) must be furnished to the Certificate Holder.

Failure of the City to object to the Corporation's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of the Corporation's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes the City a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.

The Corporation's liability and indemnification of the City shall not be relieved or diminished by the Corporation's securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Corporation's insurance coverages.

The Corporation will assure that any and all subcontractors and/or vendors retained by the Corporation carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City and that the City is named as additional insured on the subcontractor and/or vendor's liability policies according to the same requirements described above.

5. **RULES AND REGULATIONS.** All existing rules and regulations in place for said location remain in force, and the Corporation agrees to abide by said rules and regulations, and any additional rules and regulations deemed necessary by the City. The use of the Renaissance Bridge for low level fireworks will continue to be coordinated by the fire departments of both the City of North Tonawanda and City of Tonawanda, the police departments of both cities, the fireworks display company, Canal Fest and other policing organizations that normally patrol this section of the Erie Canal. Baseline rules establish for the 2009 fireworks display will continue to be the normal procedure. Any fireworks display to be approved by the City.

6. **SUPPORT.** The City will provide:

- a. Support from the Police Department with crowd control and also in keeping animals, bike riders, skateboarders, rollerbladers etc. out of the campus area
- b. Support from the Fire Department in manning the First Aid tent during the length of Canal Fest 2026.
- c. Support from the Water Department in the water hookup at Gratwick Riverside Park.
- d. Support from the Parks and Recreation Department in daily cleanup and supply the following: trash cans, garbage bags, bleachers for the Diaper Derby. The City will also supply extra garbage containers for the Bike Cruise and Craft Show.
- e. The City provides permission to place 25 Restroom facilities throughout the park throughout the event.

7. **CLOSURES.** The City agrees to the following closures and uses specified as follows:

- a. The use of Gratwick on River Road for the purpose of setting up tents by the Corporation's members and for the use of entertainment. The park shall be closed on Friday July 17th at 9:00 AM for set up and shall remain closed with tents to be removed no later than the eve of Monday July 25, 2026.
- b. Water connections at the Pavilion and the use of the fire hydrant on river road as discussed with the mayor and other locations across Gratwick Park will be required at this time also.
- c. CAR CRUISE: Will be held at the Gratwick Park at 4:00pm on Wednesday, July 22, 2026, for the Twin Cities Car Cruise. “
- d. BIKE NIGHT: The Bike Cruise and Show on Friday, July 24, 2026 at Gratwick Park with the direction of the Corporation's site set-up committee. The band is scheduled to begin at approximately 7:00pm and continue no later than 10:30pm.
- e. As per our discussion with the Mayor's office and the Public Safety Dept. The city will close the Boat launch for the week of Canal Fest and will put a notice of the closure on the website if possible.

f. RIDES AND AMUSEMENTS: The City allows the use of the Gratwick park hours of operation to be from 12:00 noon on July 19, 2026 to 11:00 p.m. and July 26th during normal hours of operation of the event .

8. If for public health and/or safety reasons, the City together with the Police Chief and/or Fire Chief may, upon reasonable advance notice, interrupt and/or close a specific event or day of Canal Fest 2026.

9. **INDEMNIFICATION.** The Corporation, only to the extent of its negligence and/or intentional misconduct, agrees to defend and indemnify the City, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and descriptions resulting from or arising out of the work and/or service performed by the Corporation, or its subcontractors, under this contract; specifically excluding attorneys' fees and any incidental, consequential, special or punitive damages of any kind, including lost profits, provided however, that Corporation shall not be required to indemnify the City with respect to such risks to the extent caused by the negligence or intentional misconduct of the City or the City's contractors or Licensees, over whom the Corporation has no authority or control. IN NO EVENT SHALL THE CORPORATION BE REQUIRED UNDER THIS CONTRACT OR AT LAW TO INDEMNIFY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR ANY INCIDENTAL, CONSEQUENTIAL SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, AND/OR ATTORNEYS' FEES, IRRESPECTIVE OF WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEABLE, AND IRRESPECTIVE OF WHETHER SUCH CLAIM ARISES PURSUANT TO A BREACH OF CONTRACT OR TORT.

10. **NEW YORK LAW APPLICABLE.** The interpretation, validity and performance of this Agreement shall be governed by the laws of the State of New York.

11. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding of the parties concerning the subject matter of this Agreement, and it may not be modified except in writing executed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year first above written.

CITY OF NORTH TONAWANDA, NEW YORK

CANAL FEST OF THE TONAWANDAS

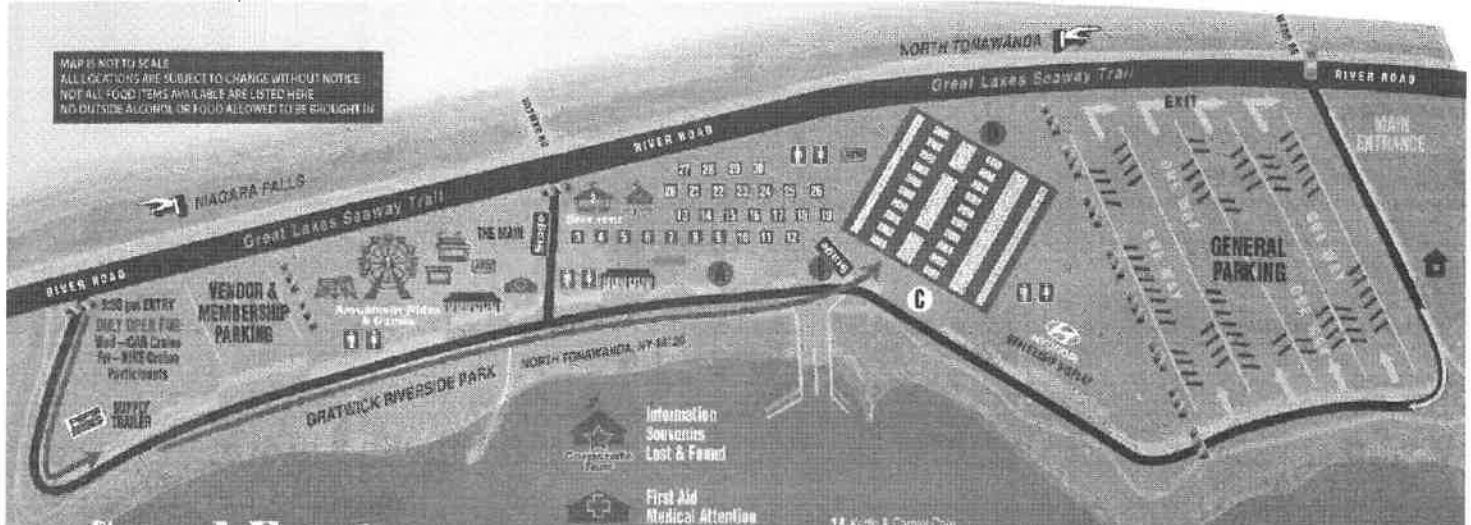
By: _____ Date _____

By: _____ Date _____

Mayor AUSTIN TYLEC

Title

MAP IS NOT TO SCALE
ALL LOCATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE
NOT ALL FOOD ITEMS AVAILABLE ARE LISTED HERE
NO OUTSIDE ALCOHOL OR FOOD ALLOWED TO BE BROUGHT IN



Canal FestTM on the River 2026

Canal Fest of the Tonawandas, Inc.

HOURS of OPERATION

Closing Sunday	JULY 19	11:00 am - 11:00 pm
Monday thru Friday	JULY 20-24	4:00 am - 11:00 pm
Saturday	JULY 25	10:00 am - 11:00 pm
Closing Sunday	JULY 26	10:00 am - 9:00 pm

Canal Fest at the Tonawandas 716-692-3292
In case of an Emergency call 911

1. Carousel Society of the Niagara Frontier
Astrakhan Poles & Games
2. Sunway Moss Company 47 Beer & Wine
3. Active Rose Tacos, Bismar
4. American Legion Post 264 Deli-Juice Tavern
5. Boy Scout Troop 600 Hawk Beef, Deli, Pickleball-Slack
6. Columbia Hook & Ladder Co. No. 1 Shovel, Red Fueling
7. Face Painting by Sheila Anken
8. Niagara County Republicans 880 Chicken
9. NY Republican Committee Clams, Polish, Polish
10. Tonawanda Republicans CLAM
11. Ton. Erie Canal Gateway Lions Club Hug Wraps, Social Corn
12. Twin Cities Elks Lodge #850 Henturpees, Hot Dogs
13. Vol. Fire Co. Assoc. of NY
Shrimp & Cheese Melt, Deep Fried Trout

14. Kettle & Cornet Cow
15. Tator Tots, Deep Fried Mac & Cheese
16. Bloomington, Robert Fish
17. Bubble Tots, Assorted Foods
18. Pizzeria, Sausage
19. Fresh Spaghetti Larder
20. French Fries, Chicken Fingers
21. Fried Dough
22. Caramel Candy, Candy Apples
23. Fries, Cornish
24. Shrimp, Rubbed Melt
25. Hawaiian Shave Ice
26. Ice Cream, Milkshakes
27. White Pudding
28. Chicken & Waffles
29. Fritter Cakes, Deep Fried Doughnuts
30. Grilled Cheese, Chicken, Prawn Sandwich

GENERAL EVENTS STAGE

Mon	Tue	Thurs	Fri	Sat	Sun
JULY 20	JULY 21	JULY 22	JULY 23	JULY 24	JULY 25

SPECIAL EVENTS STAGE

Mon	Tue	Thurs	Fri	Sat	Sun
JULY 20	JULY 21	JULY 22	JULY 23	JULY 24	JULY 25

WATER SPORTS STAGE

Mon	Tue	Thurs	Fri	Sat	Sun
JULY 20	JULY 21	JULY 22	JULY 23	JULY 24	JULY 25

SEE OUTSIDE MAPS

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

VII.

JUL 07 2026

July 2, 2026

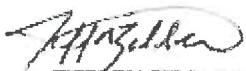
Honorable Austin J. Tylec, Mayor
And Common Council Members
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

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 July 7th, 2026, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2026 JUN 26 AM 11:05
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE



Department of Police

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

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

[Handwritten signature]

JUL 07 2026

June 18, 2026

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

Ladies and Gentlemen:

Please find the attached Summary of Police Activities Report, the
Summary of Criminal Activities Report, and the V&T Report for the month of
MAY 2026.

Respectfully Submitted,

[Handwritten signature of Keith T. Glass]

Keith T. Glass
Chief of Police

cc: Joseph Lavey Jr.
cc: Thomas Murphy
cc: Gabrielle Richards
cc: Will Schulmeister
cc: Hilary Roe

KTG/as

2026 JUN 18 PM2:19
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF MAY 2026
--

CRIMINAL

Complaints received and investigated	64
Complaints cleared by arrest or exceptional clearance	24
Complaints ruled unfounded	0
Number of males arrested	under 18: 0 over 18: 14
Number of females arrested	under 18: 0 over 18: 6
Arrests for other authorities	1
Failure to Appear/Violation of Probation Warrant Arrests	17

TRAFFIC

Traffic summonses issued	972
DWI arrests	6
Parking tags issued	44

MISCELLANEOUS

Miscellaneous service	2,465
Incident reports	121
Vehicle accidents	36
Vehicle accidents (fatal)	0
Vehicle stops	901
Police escorts	2
Prisoner meals	41
Mug shots taken	32
Fingerprints taken	32
Persons missing and located	3
Automobiles stolen	0
Automobiles recovered	0
Automobiles recovered for other authorities	0
Record check fees	\$160.00
Photocopy fees	\$35.25
Fines collected	\$59,878.00
Value of property damaged	\$8,011.00
Value of property stolen	\$76,753.15
Value of property recovered	\$603.56

Respectfully submitted,



Keith T. Glass
Chief of Police

KTG/as

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF MAY 2026

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	1	0	0
ALL OTHER OFFENSES	8	7	0
ARSON	0	0	0
BURGLARY	0	0	0
COERCION	0	0	0
CRIMINAL MISCHIEF	9	2	0
CRIM POSS WEAPON	0	0	0
DIS CON	0	0	0
HARASSMENT (SIMPLE ASSAULT)	8	4	0
DRUG OFFENSES	5	0	0
EMBEZZLEMENT	0	0	0
FAILURE TO APPEAR	17	17	0
FORGERY	2	2	0
FRAUD (ID THEFT)	4	1	0
LARCENY	24	8	0
LEAVING THE SCENE	2	0	0
MURDER	0	0	0
RAPE	0	0	0
ROBBERY	0	0	0
SEXUAL OFFENSES	1	0	0
POSSESSION OF STOLEN PROPERTY	0	0	0
UNAUTH USE M/V	0	0	0
VIOL OF PROBATION	0	0	0
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		0	
TOTALS	81	41	0

V & T REPORT FOR THE MONTH OF MAY 2026

TRAFFIC INFRACTIONS:	
SPEEDING	299
REDLIGHT VIOLATION	57
STOP SIGN VIOLATION	195
NO REGISTRATION	13
NO LICENSE	8
FAULTY EQUIPMENT	42
NO INSPECTION	48
FAILED TO YIELD RIGHT OF WAY	4
SEAT BELT VIOLATION	43
NO INSURANCE	2
LICENSE PLATE VIOLATION	13
IMPROPER TURN	8
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	1
FAILED TO KEEP RIGHT	2
LEAVING SCENE OF INCIDENT	5
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	0
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	0
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	4
UNSAFE BACKING	2
MISCELLANEOUS	178
TOTAL	924

TRAFFIC MISDEMEANORS:	
DWI	11
OPERATING WHILE REGIS. SUSPENDED/REVOKED	5
AGGRAVATED UNLICENSED OPER 3RD	16
AGGRAVATED UNLICENSED OPER 2ND	7
RECKLESS DRIVING	0
LEAVING SCENE INJURY ACCIDENT	0
DISPLAY FORGED CERTIFICATE W/O INSPECTION	0
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	2
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	5
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	0
EQUIPMENT VIOLATIONS - MISDEMEANOR	0
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	1
ILLEGAL SPEED CONTEST	0
POSSESSION OF A LOADED FIREARM IN/ON VEHICLE	0
UNLAWFUL DISPOSAL TRAFFIC SUMMONS	0
FAIL TO SURRENDER ITEMS AFTER REVOCATION	0
LOG BOOK VIOLATIONS	0
TOTAL	47

TRAFFIC FELONIES:	
AGGRAVATED UNLICENSED OPERATION 1ST	0
AGGRAVATED DWI/CHILD IN VEHICLE	0
OPERATE MV .08 OF 1% OR MORE ALC-PRIOR CONV DESIG	0
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	1
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	0
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	0
LEAVING SCENE ACCIDENT RESULTING IN SERIOUS INJURY	0
TOTAL	1

FINES (CITY IMPOSED):

TRAFFIC	\$2,428.00
TRAFFIC (PARKING)	\$55,410.00
CITY (PL,LOC,ABC)	\$0.00
BAIL FORFEITURE	\$0.00
PARKING TAGS	<u>\$2,040.00</u>
TOTAL	\$59,878.00

MUG SHOTS: 32

PARKING TAGS: 44

MEAL TICKETS: 41

XXV.2

JUL 07 2026

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	16	160.00
		Sub-Total:		\$160.00
A1550	Minor Sales	Public Pound Fee	1	25.00
		Sub-Total:		\$25.00
A1603	Misc. Fees	Birth Certificates	43	430.00
		Death Certificates	63	910.00
		Deaths Recorded	7	0.00
		Geneology Death	1	22.00
		Geneology Search	2	44.00
		Sub-Total:		\$1,406.00
A2110	Planning & Zoning Fees	Site Plan Approval	1	100.00
		Terrace Park. Permit	1	5.00
		Sub-Total:		\$105.00
A23410	Minor Sales	Boathouse Rental 2026	2	4,196.00
		Sub-Total:		\$4,196.00
A2501	Minor Sales	Solicitors Permit - Yearly	1	25.00
		Sub-Total:		\$25.00
A2505	Marriage License Fee	Marriage License Fee	12	210.00
		Sub-Total:		\$210.00
A2506	Conservation	Conservation	17	37.04
		Sub-Total:		\$37.04
A2540	Racing & Wagering Fees	Bingo Proceeds	4	187.83
		Sub-Total:		\$187.83
A2542	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	2	0.00
		Female, Unspayed	89	801.00
		Male, Neutered	4	68.00
		Male, Unneutered	82	738.00
		Replacement Tags	4	68.00
			2	6.00
		Sub-Total:		\$1,681.00
AGEE	Trust & Agency	Tax Agreement	16	21,009.00
		Sub-Total:		\$21,009.00
BKRP	Trust & Agency	Bankruptcy pymts	3	2,178.90
		Sub-Total:		\$2,178.90
BLDG	Clerical Misc	Building Permits	1	18,185.00
		Sub-Total:		\$18,185.00
BLUE	Trust & Agency	Health Insurance	27	13,513.61
		Sub-Total:		\$13,513.61
BOAT	Clerical Misc	Rec-Boat Launch Permit	5	771.00

2026 JUL 1 AM 10:59
NORTH TONAWANDA NYRECEIVED
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Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$771.00
CCPL	Clerical Misc	Plumbing Lic Renew	1	75.00
			Sub-Total:	\$75.00
CHIL	Trust & Agency	Rec-Childrens Remembrance (95)	1	100.00
			Sub-Total:	\$100.00
CNAL	Clerical Misc.	Canal Fest	1	4,000.00
			Sub-Total:	\$4,000.00
COMM	Clerical Misc	Commissions	2	324.80
			Sub-Total:	\$324.80
COMP	Clerical Misc	Workmans Comp	2	41,604.52
			Sub-Total:	\$41,604.52
CONT	Clerical Misc	Clerk-Contractor Lic Fee	1	4,375.00
			Sub-Total:	\$4,375.00
CTPF	Clerical Misc	Bankruptcy Interest	3	720.88
			Sub-Total:	\$720.88
FINE	Clerical Misc	City Court Monthly Report	1	57,838.00
			Sub-Total:	\$57,838.00
FOOD	Trust & Agency	Market Food Stamps	1	6,084.00
			Sub-Total:	\$6,084.00
FRES	Clerical Misc	Fire Rescue Billing	3	700.00
			Sub-Total:	\$700.00
GATE	Clerical Misc	Gateway Dock Fees	5	1,095.00
			Sub-Total:	\$1,095.00
GLFP	Clerical Misc	Golf Charges	5	2,020.00
			Sub-Total:	\$2,020.00
GLFR	Clerical Misc	Golf Concessions	2	5,216.00
			Sub-Total:	\$5,216.00
GMSC	Clerical Misc	General Misc.	7	5,925.88
			Sub-Total:	\$5,925.88
GRPM	Clerical Misc	Engineer - Grading Permit	1	120.00
			Sub-Total:	\$120.00
LIEU	Clerical Misc	In Lieu of Tax Payments	2	10,311.69
			Sub-Total:	\$10,311.69
MARK	Trust & Agency	Marketing Fee	5	635.00
			Sub-Total:	\$635.00
MRKT	Clerical Misc	NT Market	5	915.00
			Sub-Total:	\$915.00
NTPD	Clerical Misc	Police Monthly Report	1	237.25

Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$237.25
PKTK	Clerical Misc	Parking Tickets	7	280.00
			Sub-Total:	\$280.00
PKTKW	Clerical Misc	Parking Tickets-Web	6	550.00
			Sub-Total:	\$550.00
PLPM	Clerical Misc	Plumbing Permits	1	2,875.00
			Sub-Total:	\$2,875.00
POL	Clerical Misc	Niagara County-Police	1	582.91
			Sub-Total:	\$582.91
RECH	Clerical Misc	Recreation Dept.Revenue	5	467.00
			Sub-Total:	\$467.00
RENT	Clerical Misc	Bldg. Rental Lic fees	1	5,320.00
			Sub-Total:	\$5,320.00
ROAD	Clerical Misc	Engineering-Road Cut	2	450.00
			Sub-Total:	\$450.00
SEAB	Trust & Agency	Rec Seabees Memorial (92)	1	21,304.00
			Sub-Total:	\$21,304.00
SELC	Sewer	Sewer Cell Tower Utilities	2	14,739.70
			Sub-Total:	\$14,739.70
SPIC	Clerical Misc	DPW-Special Garbage Pickup	1	375.00
			Sub-Total:	\$375.00
SPOL	Clerical Misc	State Aid: Police	1	289.36
			Sub-Total:	\$289.36
SRAP	Clerical Misc	DPW-Sale of Scrap	3	672.00
			Sub-Total:	\$672.00
SUTL	Sewer	Sewer Utilities	2	35,055.78
			Sub-Total:	\$35,055.78
TAMS	Trust & Agency	T&A Misc	8	11,825.00
			Sub-Total:	\$11,825.00
TARP	Trust & Agency	Recreation Programs (91)	2	1,322.00
			Sub-Total:	\$1,322.00
TFEE	Treas Fee Copies	Lien Fees	6	541.00
		Return Check Charge	3	90.00
		Tax Search & Copies	6	1,696.00
			Sub-Total:	\$2,327.00
TYTH	Trust & Agency	Rec Youth Board (97)	4	2,622.01
			Sub-Total:	\$2,622.01
UBUR	Clerical Misc	State Aid	1	9,415.98

Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$9,415.98
UTIL	Clerical Misc	Utilities Tax on Gross Income	16	101,262.64
			Sub-Total:	\$101,262.64
WSCP	Water	Water Sale of Scrap	1	48,047.54
			Sub-Total:	\$48,047.54
WTMS	Water	Water Miscellaneous	2	2,890.13
			Sub-Total:	\$2,890.13
WTMT	Water	Water Meter Installation	1	1,000.00
			Sub-Total:	\$1,000.00
WTTP	Water	Water Tap/Water Use	4	650.00
			Sub-Total:	\$650.00
			Total Local Shares Remitted:	\$470,311.45
Amount paid to: New York State Department of Health				247.50
Amount paid to: NYS Ag. & Markets for spay/neuter program				195.00
Amount paid to: NYS Environmental Conservation				632.96
Total State, County & Local Revenues:		\$471,386.91		
			Total Non-Local Revenues:	\$1,075.46

Pursuant to Section 27, Sub 1, of the City Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by the City Clerks Office, City of North Tonawanda, during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Donna L. Braun

City Clerk-Treasurer

7/1/26

Date

LUMBER CITY
DEVELOPMENT CORPORATION
Your Partner in Success

XXXX 11-1

JUL 07 2026

June 4th, 2026

Honorable Mayor and Common Council
216 Payne Avenue
North Tonawanda, NY 14120
Re: 2026 New York Main Street Program

Dear Honorable Body,

As you are aware, Lumber City Development Corporation (LCDC) has been actively working on a variety of community and economic development projects including downtown and Oliver Street redevelopment.

LCDC is seeking approval from the City of North Tonawanda Common Council to submit an application to the New York State Homes and Community Renewal for a New York Main Street Target Area Program, through the 2026 Consolidated Funding Application (CFA) process.

The New York Main Street Program provides resources for property owners to invest in projects that provide economic development and housing opportunities in mixed-use commercial districts and downtowns. The primary goal of the program is to stimulate reinvestment and leverage additional funds to establish revitalization efforts.

LCDC plans to apply for up to \$500,000 in NYMS funds for an Oliver Street Target Area program, which would extend from East Oliver to Schenck Streets as well as up to \$15,000 for streetscape enhancements. Building renovation funds can provide up to \$50,000 per building and require a 25% owner match. Projects that provide direct assistance to residential units may be awarded an additional \$25,000 per assisted residential unit, up to a per-building maximum of \$100,000.

This program will allow for mixed-use and commercial property owners to make critical façade enhancements to their buildings to improve the overall aesthetic of the corridor, help fill vacant storefronts, and meet LCDC's goals for Oliver Street revitalization.

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CITY CLERK'S OFFICE

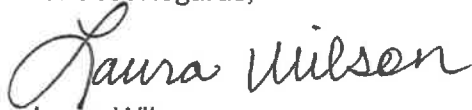
2026 JUN 8 AM 9:02
NORTH TONAWANDA NY

The City of North Tonawanda would not be the applicant for these funds, and all funds and project activities would be administered and managed by LCDC, however, the NYMS program requires an endorsement by the municipality to apply for grant funding.

At this time, I respectfully request this Honorable Body consider approving the attached resolution endorsing LCDC's application to the 2026 New York Main Street Program.

Thank you for your consideration.

Kindest Regards,

A handwritten signature in black ink that reads "Laura Wilson". The signature is written in a cursive, flowing style.

Laura Wilson

Executive Director

Motion By:
Seconded By:

Resolution by the City of North Tonawanda approving and endorsing Lumber City Development Corporation in its application to NYS Homes and Community Renewal for funding under the New York Main Street Program.

WHEREAS, the Lumber City Development Corporation desires to apply for up to \$500,000 in financial assistance through the 2026 Consolidated Funding Application (CFA) under the New York Main Street Program; and

WHEREAS, the application proposes funding to assist property owners to complete building renovations to commercial and mixed-use buildings on Oliver Street between East Oliver Street and Schenck Street; and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts; and

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of North Tonawanda approves and endorses the 2026 Oliver Street New York Main Street Program for assistance prepared and to be submitted by Lumber City Development Corporation.

Passed by the following vote of all [Governing Body] Members voting in favor thereof:

Affirmative [Governing Body] Members:

Affirmative: #
Negative: #
Abstain: #

I, [Clerk Name], do hereby certify that resolution [Number] was passed at a meeting of the [Governing Body] held on [Date], and is [incorporated in the original minutes of said meeting OR on file and of record], and that said resolution has not been altered, amended or revoked and is in full force and effect.

Signature of Clerk

[Official Seal of Municipality]



City of North Tonawanda

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

Telephone: (716) 695-8580

XXX 11.2

June 24th, 2026

JUL 07 2026

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

Re: Resolution Authorizing Application to the 2026 NYS Department of State Local Waterfront Revitalization Program – Island Street Overlook Project

Dear Council Members:

I respectfully request that the Common Council consider the attached resolution authorizing the City of North Tonawanda to submit an application to the 2026 New York State Department of State Local Waterfront Revitalization Program (LWRP) for funding to support the design and construction of the Island Street Overlook.

The city recently completed an update to its Local Waterfront Revitalization Program and has identified implementation projects that advance waterfront access, environmental stewardship, resiliency, and public recreation. The proposed Island Street Overlook project is a priority initiative that will enhance public access to the Niagara River, provide opportunities for residents and visitors to experience the waterfront, and support the community's long-term waterfront revitalization goals.

The total estimated project cost, as prepared by C&S Engineers, is \$173,743. The city is seeking grant funding in the amount of \$147,682 through the Department of State's LWRP program. As required by the grant guidelines, the city will provide a 15 percent local cash match in the amount of \$26,061.

The attached resolution authorizes the Mayor to submit the grant application, commits the City's required matching funds, and authorizes the execution of all financial and administrative activities associated with the grant application and administration should funding be awarded.

Your consideration and approval of this resolution are respectfully requested.

Sincerely,

Laura Wilson
Director of Community Development

2026 JUN 24 AM 9:03
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

WHEREAS, the City of North Tonawanda recently completed an update to its Local Waterfront Revitalization Plan (LWRP); and

WHEREAS, the City of North Tonawanda recognizes the importance of implementing the City of North Tonawanda Local Waterfront Revitalization Program to promote waterfront access, protect natural resources, and ensure the health, safety and well-being of its residents; and

WHEREAS, the New York State Department of State offers grant funding through the 2026 New York State Department of State Local Waterfront Revitalization Program to assist municipalities in implementing LWRP projects; and

WHEREAS, the City of North Tonawanda intends to apply for an LWRP implementation grant to support the design and construction of the Island Street Overlook; and

WHEREAS, the total project cost provided by C&S Engineers is \$173,743; and

WHEREAS, a grant in the amount of \$147,682 to support the costs associated with the Island Street Overlook; and

WHEREAS, the grant program requires a 15% local match, equating to \$26,061 in cash, to be committed by the City of North Tonawanda; and

WHEREAS, the City of North Tonawanda is committed to allocating the necessary \$26,061 in cash to meet the matching fund requirement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of North Tonawanda as follows:

RESOLVED, The Mayor is hereby authorized to prepare and submit an application for grant funding in the amount of \$147,682 to the 2026 New York State Department of State Local Waterfront Revitalization Program for design and construction of the Island Street Overlook.

RESOLVED, The City of North Tonawanda commits to providing \$26,061 in cash as the required 15% local match for the grant.

RESOLVED, The Mayor is authorized to execute all financial and administrative processes relating to the grant application and subsequent grant administration if awarded.

Duly adopted by the City Council of the City of North Tonawanda on this [XX] day of [Month], 2026

CFO. A.

Once the City of North Tonawanda receives and reviews the application, the city will be in contact regarding approval.

**For Use of Municipal Facilities or Property of
The City of North Tonawanda
By an organization or Business**

JUL 07 2026

Name of Organization (if applicable) Downtown Merchants Association of North Tonawanda

Name of Representative/Organizer Rachael DeDomenico

Mailing Address 34 Webster Street, North Tonawanda, NY 14120

Phone (716) 863-0888

Email websterstreetnt@gmail.com

Requests use of the following: Park, Public Area, Building, or **Road**

Webster Street between Sweeney and Goundry.

Sweeney Street between Webster and Main

Rooms (if applicable) _____

• Other (specify) _____

Supplies if needed _____

Other (describe) _____

Date(s): August 15th and 16th, 2026 Time(s): Start 8:30 AM: End 5 PM:

Please describe activity Arts and Eats on Webster: a vibrant street festival celebrating downtown NT> The event will feature food, live music and dance, and shopping. The festival hours are 11am to 5pm Each day however if we can close the street at 8:30am on Saturday so we can begin set up.

DEPARTMENT INFORMATION

Are Street Closures Required? **Yes X**. If Yes, What Streets:

Sweeney Street between Webster and Main

Webster Street between Sweeney and Tremont_____

Are City Garbage Totes Needed? **Yes X**

Will Any Fire Hydrants Be in Use? **No X**

Will There be Fireworks? **No X**

Does the Event Have Tents? **Yes X**

Will items be sold at the Event? **Yes X**

Does the Event Use a City Pavilion or Bandshell? **No X**

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CITY CLERK'S OFFICE

2026 JUN 15 PM 12:16
NORTH TONAWANDA NY

Will any Sound Systems be in Use for this Event? **Yes X**

Will Alcohol be Served at the Event? **NO X**

Will Amusement Rides be in Use for this Event? **No X**

Are there going to be Portable Toilets? **NO X**

If yes, what company will be supplying them? _____

Will there be any food vendors operating an open flame? **NO X**

If yes, please list names of organizations

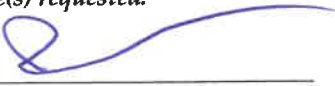
Will you require any city police/fire assistance? **Yes X**

Is DPW Support needed? (Barricades Signs, Etc.)? **Yes X**

Have you Notified affected Residents and Businesses? **Yes X**

If yes, What Comments (if any) have they had? **Businesses are supportive of the event and most will be participating.**

It is mutually agreed that only the facilities listed above are to be used by the above-named organization and only for the date(s) and time(s) requested.

Date 6/12/26 Signature of Organization Representative 

Remarks We will send over insurance once quote contract is finalized

Note: It may become necessary to displace a group/activity due to unforeseen circumstances.

****Please attach signed copies of the Facilities Use Agreement/Rules and Regulations and Hold Harmless**

****Include Insurance Requirements as described in Appendix A**

****Include Map/ Area/Diagram of Event Layout**

City Authorization

Date _____ Signature of The Mayor _____

Date _____ Signature of The Clerk/Treasurer _____

Insurance Certificate Required • YES • NO Certificate Provided • YES • NO

BLOCK PARTY AND / OR STREET CLOSURE REQUEST

Required Identification

Name of Organization (if applicable) Downtown Merchants Association of North Tonawanda Inc.

Mailing Address 34 Webster Street, North Tonawanda, NY 14120

Phone (716) 863-0888

Email websterstreetnt@gmail.com

Requests use of the following: road/street

Webster Street between Sweeney and Tremont. And Sweeney Street between Webster and Main.

Supplies if needed _____

Other (describe) _____

Date(s): _____ Time(s): Start _____ • AM • PM: End _____ • AM • PM:

Please describe activity Arts and Eats is a vibrant festival celebrating Downtown NT. Food, Music, Dancing, Kids activities, and Shopping will be available. During the event from 11am-3pm each day. We request a closure start at 7:00am to allow for set up on Saturday.

Will any Sound Systems be in Use for this Event? **Yes X**

Are there going to be Portable Toilets? **No X**

What company will be supplying them? _____

Have you Notified affected Residents and Businesses? **Yes X**

If yes, What Comments (if any) have they had? Businesses are supportive of the event and most will be participating.

I John Montesanti, residing at Merchant's Association, North Tonawanda NY agree on behalf of the organizer/individual indicated below that all members and guests will observe the above regulations and that we, individually and as the organizer/individual, will assume full financial responsibility for any and all damages done to City of North Tonawanda property. We also agree that to indemnify the City of North Tonawanda against any loss, damage or expense of any kind, which said city may sustain or incur as a result of the attached approved Facilities/Streets use by our organization and we will further hold said city harmless for loss of any kind in connection therewith.

JOHN MONTESANTI

Name of Individual

Signature - [Signature] Requesting Individua.

Date 6/12/25

City Authorization

Date _____ Signature of The Mayor _____

Date _____ Signature of The Clerk/Treasurer _____

Insurance Certificate Required • YES • NO Certificate Provided • YES • NO