

City of North Tonawanda

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

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

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

October 30, 2025

The following meetings have been scheduled for WEDNESDAY, NOVEMBER 5, 2025

6:15 PM Common Council Meeting Discussion

6:30 PM Common Council Meeting

Respectfully submitted,



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

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

FROM: Donna L. Braun, City Clerk-Treasurer

RE: Agenda for Regular Session WEDNESDAY, NOVEMBER 5, 2025, 6:30 PM

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

COMMUNICATIONS FROM CITY OFFICIALS

II. Attorney

Re: Approval of Renewal Agreement between NY Unified Court System and the City of North Tonawanda for Cleaning and Maintenance of Court Facilities

IV.1 Engineer

Re: Approval of Change Order No. 3, Project 2024-01: Smart Growth 2.0 CFP Improvements Project

IV.2 Engineer

Re: Approval of the City Parks Paving Improvements – Pinewoods Park Project No. 2025-03, SEQRA – Environmental Assessment

VII. Accountant

Re: Payment of the Abstract of Claims Dated November 5, 2025

XVII. Traffic Safety Committee

Re: Various Traffic Safety Recommendations from their October meeting

XXV. Monthly Reports

.1 Police Department

COMMUNICATIONS FROM OTHERS

A.

Tonawanda's United Veterans Council

**Re: Permission to close the Renaissance
Bridge, Tuesday, November 11th for
their Veterans Day Ceremony**

Respectfully submitted,

A handwritten signature in blue ink that reads "Donna L. Braun". The signature is written in a cursive style with a large, looped 'D' and a trailing flourish.

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

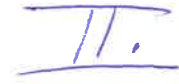
City of North Tonawanda

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER
ASSISTANT 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

NOV 05 2025

October 30, 2025

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

RE: Renewal Agreement between NY Unified Court System and City of North
Tonawanda for Cleaning and Maintenance of Court Facilities

Dear Honorable Body:

Attached is a proposed renewal agreement between the New York State Unified Court System and the City of North Tonawanda to allow for reimbursement to the City for cleaning and maintenance of our court facilities. This is a renewal of a five-year lease (2023-2028) and covers the third year of the 5-year term, retroactive to April 1, 2025.

Should your Honorable body concur, please pass a resolution to permit the execution of the lease agreement by the Mayor, subject to any further review by the City Attorney.

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

Very truly yours,

Edward A. Zebulske, III
City Attorney

EAZ/lk
Att.

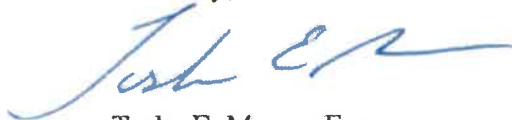
2025 OCT 30 AM 11:34
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Accordingly, the original of this letter should be signed by an authorized representative of (City of North Tonawanda) and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,



Tasha E. Moore, Esq.
District Executive

Accepted for: (City of North Tonawanda)

Accepted for: Unified Court System

Name:

Title:

Maureen McAlary

Director, Division of Financial Management

Dated:

Dated:

Attachments

ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF NIAGARA)

On the _____ day of _____, 2025, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of _____, the municipality described in and which executed the above instrument; and that she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

NOTARY PUBLIC

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, or when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to

payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR §105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number; (ii) the payee's Federal social security number; and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax

liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.
19. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.
20. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form
(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2025- March 31, 2026

Name of County or City: City of North Tonawanda

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased		Total Building Net Usable Square Feet		Court Spaces to be Cleaned and Repaired Pursuant to this Budget	
					Court Related Net Usable Sq. Ft.	Aid Eligible Percentage
City Hall	Owned		40,544		7,049	17%
Combined			40,544		7,049	17%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization: Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1						
2						
3						
4						
5						
6						
1(a) Subtotal:						\$0

1(b) Local Payroll

		Total			Aid Eligible Percentage	Budget Request
No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs		
7	2	City Hall	\$8,591	\$121,982	17%	\$20,737
8	1	City Hall	\$12,123	\$70,155	17%	\$11,926
9						
10						
11						
12						
1(b) Subtotal:						\$32,663

1(c) Supplies and Equipment

		Quantity/Unit		Costs	Aid Eligible Percentage	Budget Request
Type of Material	Building					
13	Supplies		1	\$29,800	17%	\$5,066
14						
15						
16						
17						
18						
1(c) Subtotal:						\$5,066
1(d) - Total Cleaning Costs (1a+1b+1c):						\$37,729

2 Trash Removal and Disposal
2(a) Trash Removal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19					
20					
21					
22					
23					
2(a) Total:					\$0

2(b) Trash Disposal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24					
25					
26					
27					
28					
2(b) Total:					\$0
2(c) - Total Trash Removal & Disposal (2a+2b):					\$0

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29					
30					
31					
32					
33					
34					
3(a) Subtotal:					\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total		Aid Eligible Percentage	Budget Request
				Personal Service Costs			
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs	Percentage	Request
41					
42					
43					
44					
45					
46					
3(c) Subtotal:					\$0

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c):					\$0
---	--	--	--	--	-----

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$37,729

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	A	Carpeting	N Ton			\$5,000	\$5,000	100%	\$5,000
48	B	Painting	N Ton			\$5,000	\$5,000	100%	\$5,000
49									
50									
51									
52									
53									
54									
55									
56									
57									
Total (5):									\$10,000

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$47,729**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
b - Elevators
c - HVAC
d - Telephone Wiring

- e - Security & Alarm Systems
f - Property Maintenance
g - Other (Identify)

	Code	Contractor	Type Work Performed	Building	Contract Amounts for		Aid Eligible Percentage	Budget Request
					Budget Period			
58	B	Schindler	Elevator Maintenance	City Hall	\$20,791		17%	\$3,534
59	C	Smack Edge	HVAC services	City Hall	\$20,291		17%	\$3,449
60	F	Huron Sprinklers	Sprinkler System	City Hall	\$5,000		17%	\$850
61	G	ATI Services	Fire Alarm Testing	City Hall	\$4,200		17%	\$714
62								
63								
64								
65								
66								
67								
68								
7(a) Subtotal:								\$8,548

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69	1	City Hall	\$58,881	\$37,413	\$96,294	17%	\$16,370
70	1	City Hall	\$47,258	\$29,606	\$76,864	17%	\$13,067
71	1	City Hall	\$69,148	\$46,588	\$115,736	17%	\$19,675
72							
73							
74							
75							
76							
7(b) Subtotal:							\$49,112

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77						
78						
79						
80						
81						
7(c) Subtotal:						\$0

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) **7(d):** **\$57,660**

8 Total - Building and Property Maintenance Costs: **8** **\$57,660**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) **9** **\$14,415**

10 Total Proposed Direct Costs (Item 6 + Item 9):

11 Overhead Costs (Item 10 x .05):

12 Total Proposed Contract Amount (Item 10 + Item 11):

10	\$62,144
11	\$3,107
12	\$65,251

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	
Title:	
Signature:	
Date:	

County or City:	North Tonawanda
Address:	216 Payne Ave.
Phone:	

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:



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

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

October 28, 2025

IV.1

NOV 05 2025

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

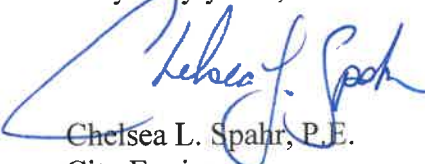
Re: Project 2024-01: Smart Growth 2.0 CFP Improvements Project
Approval of Change Order No. 3

Dear Honorable Body:

Approval of Change Order No. 3 for the Smart Growth 2.0 CFP Improvements Project is hereby requested. The change order is for the additional cost of changes made to the project. These changes include the replacement of four additional light poles and fixtures along Webster Street. Attached is a change order listing the additions that are to be performed on this project and their associated costs.

Accordingly, I respectfully request that the Common Council approve add Change Order No. 3 for the Smart Growth 2.0 CFP Improvements Project in the amount of \$28,051.95 with Miller Construction Services, 3305 Haseley Drive, Niagara Falls, NY 14304; increasing the contract amount from \$860,314.21; to the contract amount of \$888,366.16; authorizing the Mayor to sign said change order.

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

CLS:tjs

Cc: file
Edward A. Zebulski III, City Attorney
John Urban, Superintendent DPW
Laura Wilson, Director of Community Development
Alex Domaradzki, Director of Parks and Recreation
Jeffery Zellner, City Accountant
Doug McCord, LaBella
AJ DiPasquale, Miller Construction Services

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CITY CLERK'S OFFICE

2025 OCT 30 AM 11:14
NORTH TONAWANDA NY



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

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

CHANGE ORDER NO. 3

DATE: October 28, 2025

TO: AJ DiPasquale
Miller Construction Services
3305 Haseley Drive
Niagara Falls, New York 14304

PROJECT NO: 2024-01 Smart Growth 2.0

ADDITION: \$28,051.95

DEDUCTION: \$0.00

UNDER YOUR CONTRACT 06/03/2025 with the City of North Tonawanda,

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

Addition Change Order No. 3 (See Attached) = \$28,051.95

TOTAL = \$28,051.95

The sum of **\$28,051.95** is hereby **added** to the contract.

<u>Original Contract</u>	<u>C. O. No.</u>	<u>Addition</u>	<u>Deduction</u>	<u>Contract to Date</u>
\$721,123.00	1	\$23,569.33	\$0.00	\$744,692.33
\$744,692.33	2	\$115,621.88	\$0.00	\$860,314.21
\$860,314.21	3	\$28,051.95	\$0.00	\$888,366.16

ACCEPTED BY Zachary McManaman
(Contractor)

DATE 10/29/25

RECOMMENDED BY Ch. L. Spahr

DATE 10/30/25

APPROVED BY _____
(Owner)

DATE _____

COMMON COUNCIL RESOLUTION DATE _____



Change Order Request / Extra Work Summary

City of North Tonawanda / LaBella - Alternate - Webster Street Lighting Improvements- Adder per 10.23 Email

CHANGE ORDER REQUEST SUBTOTAL	\$28,051.95
BOND INCREASE	0.00%
TOTAL CHANGE ORDER REQUEST	\$28,051.95

2532 RFC 03 Printed: 10/27/2025

Cost Detail

SLY JOB #	2532	PROJECT NAME	Fleishman Park (Smart Growth 2.0)	DATE	--
WORK DESCRIPTION		Estimate: Webster Street Lighting Improvements-Add 4 New Poles			
<div> <div>↓</div> <div>WORK DETAILED DESCRIPTION</div> <div>↓</div> </div>					
CIR to Furnish & Install 4 new light poles in locations specified in Chelsea's email dated 10.23.25					

LABOR							
TRADE / OCCUPATION	ST HRS	OT HRS	DT HRS	ST RATE	OT RATE	DT RATE	TOTAL
	TOTAL HRS	-	TOTAL LABOR COST				\$ -

[illegible]

MATERIALS / SERVICES				
DESCRIPTION	QTY	UM	UNIT PRICE	TOTAL
	TOTAL MATERIALS COST			\$ -

SUBCONTRACTS		
NAME	WORK DESCRIPTION	TOTAL
CIR Electrical	Contract #601-Change Proposal 2 Attached	24393.00
	TOTAL SUBCONTRACTS COST	\$ 24,393.00

OTHER COSTS				
DESCRIPTION	QTY	UM	RATE	TOTAL
			TOTAL OTHER COSTS \$	-

TOTAL EXTRA WORK COST		\$	24,393.00
-----------------------	--	----	-----------



CHANGE PROPOSAL RECAP



Job Name:	N.T. Smart Growth 2.0 Project			Date:	10/27/2025
Contract No.:	601	Change Proposal No.:	2	Job No.:	2501065

Description:

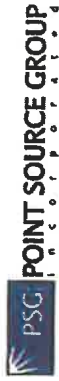
Furnish and install four additional Webster Street poles and fixtures as per email dated 10/23/25.

Material	Material Total	Labor	Hours	Rate	Labor Total
					\$ -
Per Attached Estimate	\$ 1,096.17	Foreman	31.0	\$ 98.15	\$ 3,042.65
Fixtures/Poles	\$ 14,188.00	Journeyman	31.0	\$ 90.10	\$ 2,793.10
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 15,284.17				\$ -
Job Expenses:		Supervision (12%)	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 5,835.75
Telephone		SUBTOTAL(L+M+JE)			\$ 21,119.92
Inbound Freight	\$ -	Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (2% of Material)		SUBTOTAL:			\$ 21,119.92
42', 8000lb JLG (\$1,050.00/Week)	\$ -	Overhead		10%	\$ 2,111.99
Total Job Expenses	\$ -	Profit		5%	\$ 1,161.60
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		0%	\$ -
		TOTAL:			\$ 24,393.51
		Tax on Total		-	\$ -
		Bond Cost		0%	\$ -
		QUOTE TOTAL			\$ 24,393.00

We reserve the right to correct any and all errors and omissions

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	#10 THHN BLACK	160	687.03	M	109.92	5.65	M	0.90
2	#10 THHN WHITE	160	687.03	M	109.92	5.65	M	0.90
3	#10 THHN GREEN	160	687.03	M	109.92	5.65	M	0.90
4	20A 125V DUP REC - GFCI IVY (SG)	4	46.38	E	185.52	25.00	C	1.00
5	Disconnect/Remove SL-1 Light	4	0.00	E	0.00	4.00	E	16.00
6	20' SL-1 Pole	4	0.00	E	0.00	8.00	E	32.00
7	SL-1A Head	4	0.00	E	0.00	2.00	E	8.00
8	HEB-AA In-Line Fuse Holder	4	38.78	E	155.12	0.25	E	1.00
9	FNQ-R-2 Fuses	4	6.99	E	27.96	0.03	E	0.12
10	ITG-1B 2 Port #6 Taps	12	33.15	E	397.80	0.25	E	3.00
	Totals	516			1,096.17			63.83

Quote



Job Name: Parking Lots at Fleischman Park - N.
Tonawanda
Quote #: 25-63495-4
Quote Label: Alt 2 Quote
Job Location: North Tonawanda, New York
Issue Date: 9/8/2025
Good Through: 6/26/2025
Quoted By: McCormick, Nick

POINT SOURCE GROUP
3495 WINTON PLACE
BLDG C, SUITE 3
ROCHESTER, NY 14623-2517
(Phn) 585-424-2540

Quoted To: CIR Electrical Construction Corp.

Type	Qty	Manufacturer / Brand	Catalog #	Line Comment	Unit \$	Ext \$
------	-----	----------------------	-----------	--------------	---------	--------

ALT 2 QUOTE

SL1-A	13	NLS Lighting, LLC	SVN-1-LG1-T3-16L-10-40K7-JUNV-PT-BRZ-PE7-HSS	House Side Shield included		
POLE	13	NLS Lighting, LLC	RSSP-20-5R-11G-9BC-BRZ-GFI20A	Pole		
	0 X	NLS Lighting, LLC	ANCHOR BOLTS	Anchor Bolts for New Setup (X)		
BASE	13	NLS Lighting, LLC	DPB-100-5R-BRZ	Decorative Pole Base		

EXISTING BOLT PATTERN TO BE
CONFIRMED AND VERIFIED TO MATCH
NEW BOLT PATTERN SETUP

Notes

- * PLEASE NOTE: All items quoted may be subject to freight charges based on manufacturer's terms & conditions. Please see our manufacturer's terms & conditions on our website at www.pointsourcegroup.com/TC.pdf - If you have any questions regarding this specific quote, please ask. Freight terms may change based upon final Bill of Material
- * Due to the uncertain nature of pending tariffs and rising material costs, all quoted prices are subject to change. Quotes will be treated as pricing in effect and we will work to notify you of any potential increases prior to finalizing orders.
- * THIS QUOTE IS FOR A SPECIFIED PACKAGE.
- * NO SPARES OR LIGHTING CONTROLS INCLUDED.
- * FREIGHT ALLOWED.

Grand Total: ~~\$46,148.00~~

46,100.00

\$46,100.00 DIVIDED BY 13 = \$3,547.00 Ea

\$3,547.00 x 4 = \$14,188.00



Thank you!

Chelsea

Chelsea L. Spahr, PE



City Engineer

City of North Tonawanda Engineering Department

216 Payne Avenue, North Tonawanda, NY 14120

office: (716) 695-8565

fax: (716) 695-8568

email: cspahr@northtonawanda.org

website: www.northtonawanda.org

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**City of North Tonawanda
Department of Engineering**

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

Chelsea L. Spahr, P.E.

City Engineer

Phone: (716) 695-8565

Fax: (716) 695-8568

NOV 05 2025

October 30, 2025

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

**RE: City Parks Paving Improvements – Pinewoods Park
Project No. 2025-03
SEQRA - Environmental Assessment**

Honorable Body:

In accordance with the New York State Environmental Quality Review Act (SEQRA), the City in its capacity as lead agency, has prepared an environmental assessment of the significance of potential environmental impacts of the proposed project to construct additional parking (approx. 6000 SF) at Pinewoods Park. This project is considered an unlisted action under SEQRA.

In order for the City to issue a Negative Declaration, Notice of Determination of Non-Significance, the Common Council should act on the following attached resolution.

Very truly yours,

Chelsea L. Spahr, P.E.
City Engineer

CLS:cls
Attachment

Cc: File, w/a
Edward Zebulski III, City Attorney, w/a
Laura Wilson, Director of Community Development, w/a
Alex Domaradzki, Director of Parks, Recreation and Youth, w/a
John Urban, DPW Superintendent

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CITY CLERK'S OFFICE

2025 OCT 30 PM 12:52
NORTH TONAWANDA NY

WHEREAS, the City of North Tonawanda intends to construct additional parking at Pinewoods Park.

BE IT RESOLVED, that the Common Council has reviewed the Environmental Assessment prepared by the Engineer; and

BE IT RESOLVED, that the Common Council declares that based on the Environmental Assessment which has been prepared, the project is an unlisted action and will not result in any significant adverse impacts, and therefore will not have a significant impact on the environment; and

FURTHER, BE IT RESOLVED that the Common Council hereby issues a Negative Declaration under SEQR Regulations for the City Parks Paving Improvements at Pinewoods Park, and directs the Mayor to sign said Environmental Assessment form.

Attachment 1
SEAF Part 1, 2 and 3

Short Environmental Assessment Form

Part 1 - Project Information

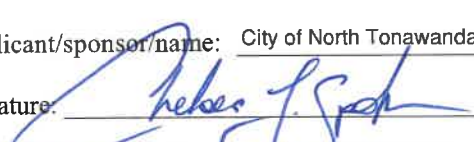
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
City of North Tonawanda Parks Paving Improvements - Pinewoods Park							
Name of Action or Project: City of North Tonawanda Parks Paving Improvements - Pinewoods Park							
Project Location (describe, and attach a location map): 505 Shenck Street, North Tonawanda, NY 14120							
Brief Description of Proposed Action: The Project Sponsor, the City of North Tonawanda, is proposing to repave all the existing roadways within Pinewoods Park and install an additional approx. 6000 SF parking area adjacent to the large pavilion at Pinewoods Park.							
Name of Applicant or Sponsor: City of North Tonawanda - Chelsea L. Spahr, PE, City Engineer		Telephone: 716-695-8565					
		E-Mail: cspahr@northtonawanda.org					
Address: 216 Payne Avenue							
City/PO: North Tonawanda		State: NY	Zip Code: 14120				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS SHPO			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3. a. Total acreage of the site of the proposed action? _____ 29 acres b. Total acreage to be physically disturbed? _____ 0.13 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 29 acres							
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
Sweeney Estates Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 40px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>City of North Tonawanda - Chelsea L. Spahr, PE, City Engineer</u> Date: <u>10/30/25</u> Signature: <u></u> Title: <u>City Engineer</u>		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

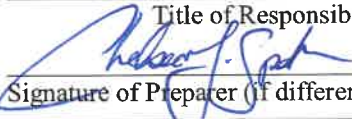
Project: _____

Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Pinewoods Park is within the Sweeney Estates Historic District. The addition of approx. 6000 SF of parking area adjacent to the existing parking in the park, will not impact or impair the quality of this historic district.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of North Tonawanda _____ Name of Lead Agency	_____ Date
Austin J. Tylec _____ Print or Type Name of Responsible Officer in Lead Agency	Mayor of North Tonawanda _____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	 _____ Signature of Preparer (if different from Responsible Officer)

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

VLL

October 30th, 2025

NOV 05 2025

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

Dear Honorable Body:

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

Accordingly, please authorize for payment the current Warrant of Claims for Common Council November 5th, 2025, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2025 OCT 30 AM 9:20
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

October 20th , 2025

Donna Braun

City Clerk/ Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

XVII

NOV 05 2025

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

1. Request of a sign "No Turn on Red" at Sweeney / Main St. The sign will be on Sweeney for vehicles heading northbound on Main St. The reason for the request is people coming from the bridge going northbound on main are approaching the intersection too fast. The committee agreed with the request.
2. Vince Caradonna NT school crossing guard supervisor requested numerous additional signage around Drake, High School, Intermediate, Ohio and Spruce. Members Meisenburg and Frank met with Vince out at each location to fully discuss his requests. The additional signage was to aid crossing guards, so they have more visibility when crossing students.
3. Tom Krantz informed the committee that there has been an increase in speeding on North Ave. The complaint was from 381 North Ave. Member Frank had his officers sit in the driveway 381 numerous times and put the speed sign up, average speed 32 mph.

The next Traffic Safety Meeting will be held on November 17th ,2025.
Travel safely!

Matthew R. Meisenburg

2025 OCT 29 AM 9:48
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

XXV. 1

NOV 05 2025

October 21, 2025

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

Dear Sirs,

Please find the attached Summary of Police Activities Report, the Summary of Criminal Activities Report, and the V&T Report for the month of SEPTEMBER 2025.

Respectfully Submitted,

Keith T. Glass
Chief of Police

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

KTG/as

2025 OCT 21 AM 10:31
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

<p style="text-align: center;">NORTH TONAWANDA POLICE DEPARTMENT</p> <p style="text-align: center;">SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF SEPTEMBER 2025</p>
--

CRIMINAL

Complaints received and investigated					97
Complaints cleared by arrest or exceptional clearance					41
Complaints ruled unfounded					0
Number of males arrested	under 18:	0	over 18:	31	31
Number of females arrested	under 18:	0	over 18:	14	14
Arrests for other authorities					0
Failure to Appear/Violation of Probation Warrant Arrests					19

TRAFFIC

Traffic summonses issued	916
DWI arrests	7
Parking tags issued	32

MISCELLANEOUS

Miscellaneous service	2,597
Incident reports	164
Vehicle accidents	37
Vehicle accidents (fatal)	0
Vehicle stops	795
Police escorts	3
Prisoner meals	91
Mug shots taken	51
Fingerprints taken	51
Persons missing and located	0
Automobiles stolen	2
Automobiles recovered	2
Automobiles recovered for other authorities	0
Record check fees	\$160.00
Photocopy fees	\$8.00
Fines collected	\$46,110.00
Value of property damaged	\$48,859.53
Value of property stolen	\$112,430.81
Value of property recovered	\$75,600.00

Respectfully submitted,



Keith T. Glass
Chief of Police

KTG/as

<p style="text-align: center;">NORTH TONAWANDA POLICE DEPARTMENT</p> <p style="text-align: center;">SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF SEPTEMBER 2025</p>
--

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>		<u>COMPLAINTS</u>	
	Received	Cleared	Unfounded
AGG. ASSAULT	0	0	0
ALL OTHER OFFENSES	24	20	0
ARSON	0	0	0
BURGLARY	5	0	0
COERCION	0	0	0
CRIMINAL MISCHIEF	9	2	0
CRIM POSS WEAPON	0	0	0
DIS CON	2	2	0
HARASSMENT (SIMPLE ASSAULT)	13	9	0
DRUG OFFENSES	9	2	0
EMBEZZLEMENT	0	0	0
FAILURE TO APPEAR	19	19	0
FORGERY	2	1	0
FRAUD (ID THEFT)	0	0	0
LARCENY	24	2	0
LEAVING THE SCENE	7	1	0
MURDER	0	0	0
RAPE	0	0	0
ROBBERY	0	0	0
SEXUAL OFFENSES	0	0	0
POSSESSION OF STOLEN PROPERTY	0	0	0
UNAUTH USE M/V	2	2	0
VIOL OF PROBATION	0	0	0
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		10	
TOTALS	116	70	0

V & T REPORT FOR THE MONTH OF SEPTEMBER 2025
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TRAFFIC INFRACTIONS:

SPEEDING	339
REDLIGHT VIOLATION	56
STOP SIGN VIOLATION	170
NO REGISTRATION	17
NO LICENSE	12
FAULTY EQUIPMENT	32
NO INSPECTION	24
FAILED TO YIELD RIGHT OF WAY	7
SEAT BELT VIOLATION	17
NO INSURANCE	5
LICENSE PLATE VIOLATION	9
IMPROPER TURN	9
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	5
FAILED TO KEEP RIGHT	2
LEAVING SCENE OF INCIDENT	3
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	0
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	0
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	0
UNSAFE BACKING	3
MISCELLANEOUS	156
TOTAL	866

TRAFFIC MISDEMEANORS:

DWI	2
OPERATING WHILE REGIS. SUSPENDED/REVOKED	11
AGGRAVATED UNLICENSED OPER 3RD	21
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	4
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
TOTAL	48

TRAFFIC FELONIES:

AGGRAVATED UNLICENSED OPERATION 1ST	0
AGGRAVATED DWI/CHILD IN VEHICLE	0
OPERATE MV .08 OF 1% OR MORE ALC-PRIOR CONV DESIG	2
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	0
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	2

FINES (CITY IMPOSED):

TRAFFIC	\$1,743.00
TRAFFIC (PARKING)	\$42,257.00
CITY (PL,LOC,ABC)	\$200.00
BAIL FORFEITURE	\$0.00
PARKING TAGS	<u>\$1,910.00</u>
TOTAL	\$46,110.00

MUG SHOTS: 51

PARKING TAGS: 32

MEAL TICKETS: 91

CFO - A.

Tonawanda's United Veteran's Council

NOV 05 2025

October 19, 2025

North Tonawanda Council

On November 11, 2025, Tonawanda's United Veteran's Council will hold our Veterans Day ceremony at 11am on the Renaissance Bridge. We are asking that the bridge be closed to traffic on the North Tonawanda side at 1030 am and reopen to traffic at 1130pm. The same request was sent to the Tonawanda Council. All city officials are invited to our service. Coffee and Doughnuts will be served after the service at the VVA Chapter 77 museum on Main St.

Thank you.

In Service to Veterans,

Paul Pietrowski

Paul Pietrowski

President

2025 OCT 20 AM 10:57
NORTH TONAWANDA NY

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