

# 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

**November 13, 2025**

**The following meetings have been scheduled for TUESDAY, NOVEMBER 18, 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, Marranta**

**FROM: Donna L. Braun, City Clerk-Treasurer**

**RE: Agenda for Regular Session TUESDAY, NOVEMBER 18, 2025, 6:30 PM**

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

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## **COMMUNICATIONS FROM CITY OFFICIALS**

**II. Attorney**

**Re: Approval of the Proposed Transition from Self-Insured Workers Compensation Processing to Use of Public Employers Risk Management Association Program (PERMA)**

**IV. Engineer**

**Re: Approval of the Memorandum of Agreement (MOA) between Western New York Stormwater Coalition and the City of North Tonawanda**

**VII. Accountant**

**Re: Payment of the Abstract of Claims Dated November 18, 2025**

**IX. Supt. Public Works**

**Re: Approval for a New Street Light – Sweeney Street Pole #1565**

**XIV. Dir. Youth, Recreation,  
Parks & Seniors**

**Re: Approval of the Recreational Programs 2026 Fee Schedule**

**XXV. Monthly Reports**

**.1 Clerk-Treasurer**

**XXXII.1 Dir. Community Development      Re:    Adoption of the Resolution for the City of  
North Tonawanda Comprehensive Plan**

**XXXII.2 Dir. Community Development      Re:    Approval to hold a Second Public Hearing  
for the Community Development Block  
Grant Program – Dockside Bar & Grill**

**COMMUNICATIONS FROM OTHERS**

**A.  
Sweeney Hose Company No.7**

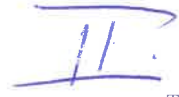
**Re: Permission to remove Nicolas Leone from  
the North Tonawanda Fire Rolls**

**Respectfully submitted,**



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

# 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  
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NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER  
ASSISTANT CITY ATTORNEY

**NOV 18 2025**

November 13, 2025

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

RE: Proposed Transition from Self-Insured Workers Compensation Processing to Use of Public Employers Risk Management Association Program (PERMA)

Dear Honorable Body:

Attached is a proposed Resolution for the City of North Tonawanda to join the Public Employers Risk Management Association (PERMA), a municipal group self-insurance program, to provide workers compensation servicing for the City. The term of the proposed contract is for two (2) years, beginning January 1, 2026.

Should your Honorable Body concur, please pass a resolution to permit the execution of the contract with PERMA by the Mayor, 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. Zebulske, III  
City Attorney

EAZ/lk  
Att.

2025 NOV 13 PM 12:24  
NORTH TONAWANDA, NY

RECEIVED  
CITY CLERK'S OFFICE

## **RESOLUTION TO JOIN MUNICIPAL GROUP SELF-INSURANCE PROGRAM**

WHEREAS, the Authorized Representative of the City of North Tonawanda desires to secure the City of North Tonawanda's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance program of which the City of North Tonawanda will be a member,

The Authorized Representative of the City of North Tonawanda, duly convened in regular session, does hereby resolve, pursuant to, and in accordance with the provisions of Section 50 3-a of the New York State Workers Compensation Law and other applicable provisions of law and regulations thereunder, as follows:

Section 1. The Authorized Representative (hereinafter "Representative") of the City of North Tonawanda does hereby resolve to secure the City of North Tonawanda's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance plan of which the City of North Tonawanda will be a member;

Section 2. The Representative of the City of North Tonawanda does hereby resolve to become a member of Public Employer Risk Management Association, Inc., a workers' compensation group self-insurance program for local governments and other public employers and instrumentalities of the State of New York;

Section 3. In order to effect the City of North Tonawanda's membership in said group self-insurance program, the authorized officer of the City of North Tonawanda is hereby authorized to execute and enter into the Public Employer Risk Management Association Workers' Compensation Program Agreement, annexed hereto as Exhibit A, on behalf of the City of North Tonawanda.

Section 4. This Resolution shall take effect immediately for coverage effective January 1, 2026.

#### CERTIFICATION

I, \_\_\_\_\_, do hereby certify that I am the \_\_\_\_\_  
*Name Title*

of the City of North Tonawanda and that the foregoing constitutes a true, correct and complete copy of a Resolution duly adopted by the Representative of the City of North Tonawanda at a meeting thereof held on \_\_\_\_\_.

*Date*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Signature*

***[Seal if available]***



**SECTION 50, SUBDIVISION 4-a OF THE NEW YORK STATE WORKERS' COMPENSATION LAW  
AS AMENDED BY CHAPTER 61, LAWS OF 1989, EFFECTIVE APRIL 1, 1989**

A county, city, village, town, school district, fire district or other political subdivision of the state may secure compensation to its employees in accordance with subdivision one or two or three-a of this section, and a public corporation as defined in subdivision one of section sixty of this chapter may also secure such compensation in accordance with article five of this chapter. If compensation is not so secured, a county, city, village, town, school district, fire district or other political subdivision shall be deemed to have elected to secure compensation pursuant to subdivision three of this section and in such case, no proof of financial ability or deposit or securities need be made in compliance with such subdivision. All other requirements prescribed by this chapter for employers so electing shall be complied with and notice of such election shall be filled with the Chair. For failure to file such notice of election, prescribed in form by the Chair, within ten days after the election was made, the treasurer or other financial officer shall be liable to pay to the Chair the sum of one hundred dollars as a penalty, to be transferred to the state treasury.



**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

14.

November 5, 2025

**NOV 18 2025**

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

**Re: Memorandum of Agreement (MOA)  
Western New York Stormwater Coalition**

Honorable Body:

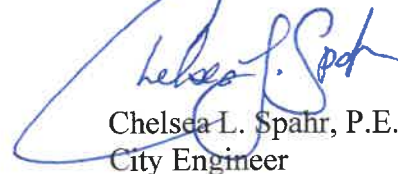
The City of North Tonawanda has been an active member in the Western New York Stormwater Coalition under the original Memorandum of Agreement signed by former Mayor Soos in 2006.

The purpose of the coalition is to coordinate and cooperate in efforts to meet the requirements of the USEPA Phase II Stormwater Regulations (40CFR Sections 9, 122, 123, and 124) and New York State Department of Conservation (NYSDEC) SPDES General Permit for Stormwater Discharge from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001 and subsequent renewals for the term of the Agreement.

The enclosed MOA formalizes the continued participation and commitment of MS4 members such as the City of North Tonawanda.

As the City's Stormwater Management Officer, I highly recommend the City's continued participation as a member of the Western New York Stormwater Coalition. If the Common Council concurs, please authorize the Mayor to sign the enclosed MOA for a new five-year term of agreement, terminating on December 31, 2030, subject to review by the City Attorney.

Very truly yours,

  
Chelsea L. Spahr, P.E.  
City Engineer

CLS:cls

Cc: file, w/encls  
Edward A. Zebulski III, City Attorney, w/encls  
John Urban, DPW Superintendent  
Jaime Davidson, P.E., JM Davidson Engineering

RECEIVED  
CITY CLERK'S OFFICE

**MEMORANDUM OF AGREEMENT  
WESTERN NEW YORK STORMWATER COALITION**

This MEMORANDUM OF AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems (“MS4s”), as follows: Town of Alden, Village of Alden, Town of Amherst, Village of Angola, Town of Aurora, Village of Blasdell, Town of Boston, Buffalo Sewer Authority, Town of Cambria, Town of Cheektowaga, Town of Clarence, Village of Depew, Village of East Aurora, Town of Eden, Town of Elma, Town of Evans, Town of Grand Island, Town of Hamburg, Village of Hamburg, Village of Kenmore, City of Lackawanna, Town of Lancaster, Village of Lancaster, Town of Lewiston, Village of Lewiston, Town of Lockport, Town of Niagara, Niagara Falls Water Board, City of North Tonawanda, Town of Orchard Park, Village of Orchard Park, Town of Pendleton, Town of Porter, Village of Sloan, City of Tonawanda, Town of Tonawanda, Town of West Seneca, Town of Wheatfield, Village of Williamsville, Village of Youngstown, County of Erie, County of Erie - Sewer District #6, County of Niagara, State University of New York at Buffalo, Niagara Frontier Transportation Authority, hereinafter referred to as “Coalition Members,” hereby creates the Western New York Stormwater Coalition, as of December 31, 2025.

WHEREAS, the U.S. Environmental Protection Agency’s Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain/maintain permit coverage under the New York State Department of Environmental Conservation’s SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State’s Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in February of 2001 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

**1. TERM.**

The term of this agreement shall be for five years and shall commence on January 1, 2026, and terminate on December 31, 2030, unless extended or renewed.

**2. PURPOSE.**

To authorize the work of the Western New York Stormwater Coalition whose purpose it is to work collectively to:

- A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations and the permit conditions of GP-0-24-001 (and subsequent renewals for the term of this Agreement) issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,
- B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,
- C. Research and implement strategies for compliance with the Phase II Stormwater regulations and GP-0-24-001 (and subsequent renewals for the term of this Agreement); and,

**3. MEMBERSHIP.**

- A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.
- B. Each member of the Coalition shall have one (1) vote at all meetings. Designated representatives attending on behalf of one or more Coalition member municipalities may

have one (1) vote per client subject to and in conformance with their respective agreements with the Coalition member municipality they are representing.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
3. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairperson, Vice Chairperson, Treasurer, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

F. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement and further conditioned upon payment of the full annual membership fee for that calendar year.

G. This Memorandum of Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

#### **4. FINANCIAL OBLIGATION.**

A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.3 above.

- B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition Member.
- C. The Coalition Executive Board will review the annual membership fee and projected expenses for the Coalition each year. Should the Coalition determine an increase is necessary, the Coalition membership will receive notice 6 months in advance of the increase taking effect.
- D. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Western New York Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition.
- E. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.
- F. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.
- G. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

## **5. TERMS AND CONDITIONS.**

- A. Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-24-001 (and subsequent renewals for the term of this Agreement). Additional services provided by ECDEP may include, but are not limited to, public education and outreach, assistance with illicit discharge detection and elimination, assistance with construction site compliance

oversight, and assistance with employee training. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition. See Appendix B for services provided by ECDEP and full contact information for the person responsible.

- B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.
- C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement ) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

## **6. MISCELLANEOUS.**

- A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.
- B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.
- C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

## **7. EXECUTION.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

# WESTERN NEW YORK STORMWATER COALITION

## BY-LAWS

### ARTICLE I

#### ESTABLISHMENT AND PURPOSES

##### Section 1.1 Establishment.

The Western New York Stormwater Coalition (the "Coalition") was created by a Memorandum of Agreement dated December 31, 2005, and renewed December 31, 2025, referred to as the ("Agreement").

##### Section 1.2 Purpose.

The Coalition shall coordinate and cooperate in efforts to meet the requirements of the Phase II Stormwater regulations (40 C.F.R. Sections 9, 122, 123 and 124 (1999), as amended) and the New York State Department of Environmental Conservation ("NYS DEC") SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement) by those signatories to the Agreement ("Coalition Member(s)").

### ARTICLE II

#### GOVERNANCE OF THE COALITION

##### Section 2.1 Representation.

The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition. Unless otherwise indicated by the context, as used in these By-Laws the term "representative" or "representatives" shall include representatives or alternates.

##### Section 2.2 Duties.

Coalition Members shall carry out the purposes of the Coalition described in the Agreement and any activities deemed necessary to carry out the purposes as may arise from time to time.

##### Section 2.3 Compensation.

A representative to the Coalition shall not receive compensation from the Coalition but may be reimbursed for reasonable expenses incurred in connection with the performance of his or her duties, upon approval of reimbursement by the Coalition.

## ARTICLE III

### MEETINGS

#### Section 3.1 Annual Meetings.

Annual meetings of the Coalition shall be held during the months of January or February on such date and at such time and place as shall be specified by the Coalition, or if no date is agreed to by the Coalition, at such other date, time and place within those months as the Chair may determine.

#### Section 3.2 Regular Meetings.

Regular meetings of the Coalition may be held each month on such date, and at such place and time as the Coalition shall determine. The Coalition shall adopt a schedule of regular meetings for the calendar year at the annual meeting, by motion of the Chair, and may amend such schedules during the course of the year.

#### Section 3.3 Special Meetings.

Special meetings of the Coalition may be held at the call of the Chair or upon written request of five members of the Coalition to the Secretary.

#### Section 3.4 Roberts Rules of Order.

The proceedings of meetings at the Coalition shall be governed by Roberts Rules of Order.

#### Section 3.5 Order of Business.

A. The usual order of business for Coalition meetings shall be as follows:

1. Roll Call (pass sign-in sheet)
2. Call to Order
3. Approval of Minutes
4. Treasurer's Report
5. Correspondence/Report of Secretary
6. Report of Chair
7. Report of Committees
8. New Business
9. Unfinished Business
10. Payment of Vouchers
11. Comments from Public
12. Adjournment

B. The above order may be amended on motion of any voting representative or the, Chair, subject to objection by any voting representative of the Chair. If objection be raised, suspension of the above order of business shall be determined by vote of the majority of the representatives present without regard to the provisions of Section 3.8.

Section 3.6. Open Meetings.

All meetings of the Coalition shall be open to the public, except as permitted to be closed by the New York Public Officers Law.

Section 3.7 Notice of Meetings.

The Secretary shall cause to be delivered by e-mail or sent by regular mail, to each participating Coalition Member, written notice of monthly meetings on an annual basis, and if special meetings are called, notice of such meetings shall be e-mailed or mailed to the Coalition Members at the addresses provided by the Members' representatives, no less than seven (7) days prior to the date of the meeting.

Section 3.8 Voting.

Each member of the Coalition shall have one (1) vote at all meetings. Designated representatives attending on behalf of one or more Coalition member municipalities may have one (1) vote per client subject to and in conformance with their respective agreements with the Coalition member municipality they are representing.

In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
3. A supermajority of 75% of the Coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, and establishment of an annual fee.
4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

Section 3.9 Additional Alternates.

The governing body of any participating Coalition Member may authorize the town supervisor or village or city mayor, as the case may be, to designate an alternate other than one previously designated, to represent the participating Coalition Member at any Coalition meeting or meetings in such kinds of contingency situations as the governing body may deem appropriate, and subject to such voting limitations, if any, as it may specify. Such alternate may be a representative or alternate for another participating Coalition Member. The designation of such alternate shall be communicated in writing or by facsimile transmission to the Secretary of the Coalition prior to the transaction of business by the Coalition at any meeting or meetings to be attended by the alternate.

## ARTICLE IV

### OFFICERS

#### Section 4.1 Officers.

The officers of the Coalition shall be a Chair, Vice Chair, Secretary and Treasurer.

#### Section 4.2 Qualification for Office.

An officer shall be an official or employee of his or her respective Coalition Member. Only one officer can be elected from any one Coalition Member.

#### Section 4.3 Elections.

All officers shall be elected by the Coalition at the annual meeting.

#### Section 4.4 Term.

Each officer shall serve a term of one year or until the next annual meeting of the Coalition and the election and qualification of their successors. Officers may serve consecutive terms.

#### Section 4.5 Duties of Officers.

- A. Chair. The Chair shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with these By-Laws; appoint the members, and the chair of each Coalition Committee; represent the Coalition in its relations with elected officials and other official bodies, groups and organizations; and carry out any additional duties as may be assigned by the Coalition.
- B. Vice Chair. The Vice-Chair shall, in the event of absence or disability of the Chair, perform the duties and exercise the responsibilities of the Chair; assist the Chair in disseminating information to the public concerning activities and proceedings of the Coalition; sign checks in the event of the absence or disability of the Treasurer; and carry out any additional duties as may be assigned by the Chair or the Coalition.
- C. Secretary. The Secretary shall attend all meetings of the Coalition and distribute a summary report of each Coalition meeting; give and serve all notices as required by these By-Laws; assist the Chair in attending to all official correspondence of the Coalition, keep a written record of attendance; maintain the records of the Coalition and serve as the Coalition's records management officer; distribute approved minutes to the clerk of each participating Coalition Member; and carry out any additional duties as may be assigned by the Chair or the Coalition.
- D. Treasurer: In conjunction with the chief fiscal officer of the Coalition Member designated to hold the "Western New York Stormwater Coalition" account, the Treasurer shall have care and custody of the funds of the Coalition; process all payments; keep full and accurate books

and records of all financial matters; invoice Coalition Members for the annual fee, and carry out such other duties as may be assigned by the Chair of the Coalition.

Section 4.6. Vacancies.

In the event of a vacancy in the office of the Chair, the Vice-Chair shall automatically become the successor and serve the balance of the term. Vacancies occurring in the offices of Vice Chair, Secretary or Treasurer shall be filled for the balance of the term by the Coalition at the next meeting of the Coalition.

ARTICLE V

COMMITTEES

Section 5.1 Executive Committee.

The Stormwater Coalition Executive Committee shall consist of seven Coalition Members including the Chair, Vice Chair, Secretary and Treasurer, one Village member, one Town member, and one agency or special district member. Members of the Executive Committee shall be elected at a regularly scheduled Stormwater Coalition meeting or the Annual Meeting. Members of the Executive Committee shall serve one year terms.

The Executive Committee shall meet a minimum of two times per year at a date and time established by the Chair. The meetings shall be open for attendance by any interested Stormwater Coalition Member. The Executive Committee shall act on behalf of the Coalition between scheduled meetings based upon decisions by the full Coalition; act on tasks delegated by the full Coalition; make recommendations to the full Coalition regarding the work plan, projects, fees and disbursement of funds toward the purposes of the Coalition. Recommendations of the Executive Committee shall be based upon a majority of those members present at the meeting.

Section 5.2. Ad Hoc Committees.

The Chair shall establish such ad hoc committees or subcommittees as the Coalition deems necessary to promote the purpose and carry on the work of the Coalition.

Section 5.3 Appointment of Committee Members.

The members of each committee or subcommittee and the chair thereof shall be designated by the Chair.

Section 5.4 Ex Officio Membership.

The Chair shall be an ex officio non-voting member of all committees or subcommittees created pursuant to these By-Laws.

ARTICLE VI

Section 6.1 Audit.

The payment of all bills and claims shall be subject to prior approval by the Coalition. Audits may be conducted as determined by the Coalition at the Annual Meeting.

Section 6.2 Administrative Services.

Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-24-001 (and subsequent renewals for the term of this Agreement). Additional services provided by ECDEP may include, but are not limited to, public education and outreach, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition.

ARTICLE VII

ADOPTION AND AMENDMENT

Section 7.1 Adoption of By-Laws.

These By-Laws shall be adopted by affirmative vote as provided by Section 3.8 of these By-Laws, and may be amended in the same manner.

Section 7.2 Adoption of Amendments.

The wording of any proposed amendment to these By-Laws shall be included in the notice of the regular or special meeting at which the amendment is to be considered. Any proposed amendment shall be tabled at the meeting at which it is introduced, and may not be voted upon sooner than the next regular meeting.

**APPENDIX A  
TO  
MEMORANDUM OF AGREEMENT**

**WESTERN NEW YORK STORMWATER COALITION**

The Fee Schedule commencing January 1, 2026 and ending on December 31, 2030 shall be **\$2,000** per Coalition Member.

## Appendix B: Erie County DEP Workplan

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### **Contact:**

Mary Rossi, Chief Environmental Compliance Specialist  
Erie County DEP  
95 Franklin Street  
Buffalo, NY 14202  
(716) 858-7583  
[mary.rossi@erie.gov](mailto:mary.rossi@erie.gov)

### **WNY Stormwater Coalition**

Coordinate monthly meetings: logistics  
Liaison to NYSDEC on regulatory matters  
Assist with preparation for USEPA and NYSDEC compliance audits  
Grant writing, administration and management  
Coordinate WNY Stormwater Conference (biennial)  
Update SWMP Plan each Permit cycle

### **SPDES Permit Compliance**

#### **Mapping**

GIS/online mapping: MS4 Permit compliant mapping (dictated by grant funding), updates and maintenance; housed by Erie County Office of GIS

#### **Public Education**

Participate in public education and outreach events (general household/residential/business/other)  
Develop public education materials and instructional resources  
Facilitate and track community involvement in clean up events, HHW collections, rain barrel/composter sales, rain barrel painting contest, storm drain marking, community events

#### **Public Involvement & Participation**

Assist MS4s with Interim/Annual Reporting and SWMP Plan

#### **Illicit Discharge Detection & Elimination**

Employee training: monitoring locations (outfall) inspection and sampling procedures, and illicit discharge trackdown/elimination procedures  
Assist with outfall inspections upon request  
Assist MS4s with outfall sampling, IDDE upon request

#### **Construction Site Runoff Control**

Employee training: SWPPP compliance inspections upon request  
Coordinate NYS 4 Hour Erosion and Sediment Control trainings for employees involved in construction activity, SWPPP review, and construction site inspections (Host training 1x/3 year cycle)

#### **Post-Construction Runoff Control**

Employee training: municipal post-construction stormwater management practice inspection and maintenance

#### **Pollution Prevention/Good Housekeeping for Municipal Operations**

Employee training: municipal facility procedures and operations training  
Assist with developing High Priority facility SWPPPs

#### **Part VIII: Enhanced Requirements for Impaired Waters**

Assist with mapping requirements, identification of monitoring locations, educational messages

Municipality:

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

NOV 18 2025

November 11, 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 18th, 2025, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

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2025 NOV 12 AM 8:20  
NORTH TONAWANDA NY

November 12, 2025

**NOV 18 2025**

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

**Re: New Street Light – Sweeney Street Pole #1565**

Dear Honorable Body:

In conjunction with the City Engineering Department, we requested the annual facilities and energy use charges for a new LED streetlight from National Grid for a new streetlight on pole #1565 on Sweeney Street. This pole is near the intersection of Sweeney Street and Sweeney Court. The estimated annual cost per streetlight is approximately \$234.96 from National Grid.

I recommend that the Council resolve to authorized National Grid to install a new streetlight on pole #1565 and that the City Clerk be directed to send a copy of the Council's Resolution to Ms. Bernice Montague, Customer Representative for National Grid.

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

Very truly yours,

John Urban  
Department of Public Works Superintendent

JU:cls

Cc: file  
Chelsea L. Spahr, PE, City Engineer  
Edward A. Zebulski III, City Attorney  
Jeffery Zellner, City Accountant  
Bernice Montague, National Grid

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2025 NOV 13 PM 2:06  
NORTH TONAWANDA, NY

**NORTH TONAWANDA**  
**Dept. of Youth, Recreation, Parks & Seniors**

500 Wheatfield Street  
North Tonawanda, NY 14120  
Phone: (716) 695-8520  
Fax: (716) 695-8533



September 30, 2025

**NOV 18 2025**

The Honorable Mayor Tylec and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Attached are the proposed fee schedules for recreational program and facility charges for the 2026 season. Items highlighted in yellow reflect price increases from the 2025 fee structure. Notably these include a \$1 per round increase to greens fees and an associated increase of \$35 for each of the offered season passes. An increase in \$5 for day and overnight charges at Gateway Harbor is also included. These price increases are in correlation with the continued rise in product expenses and staffing costs (state minimum wage increases as well as CSEA union wage increases) that are required to provide programs and services for the public at the same level that our community has come to expect.

Please note that despite the fee increases, our research found that many of our price points continue to be competitive to similar program/facility rates in the Town of Tonawanda, City of Tonawanda, Amherst, Buffalo, Lockport and Wheatfield.

These fees are directly associated with the projected revenues that will be submitted for the 2026 budget season. Alteration of the budget figures and associated programs may impact the resulting projected revenues.

Respectfully Submitted,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors

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2025 NOV 12 AM 10:09  
NORTH TONAWANDA NY

PROGRAM FEE SCHEDULE 2026

**Youth Touch Football**

Resident	\$75
Resident Sibling Rate	\$65
Non-Resident	\$110
NR Sibling Rate	\$100

**Youth Golf**

Resident	\$100
Resident Sibling Rate	\$90
Non-Resident	\$120
NR Sibling Rate	\$110

**Summer Basketball**

Resident	\$75
Resident Sibling Rate	\$65
Non-Resident	\$110
NR Sibling Rate	\$100

**Winter Basketball**

Resident	\$75
Resident Sibling Rate	\$65
Non-Resident	\$110
NR Sibling Rate	\$100

**Youth Softball/Soccer**

Resident	\$60
Resident Sibling Rate	\$50
Non-Resident	\$85
NR Sibling Rate	\$75

**Youth Tennis**

Resident	\$60
Resident Sibling Rate	\$50
Non-Resident	\$85
NR Sibling Rate	\$75

**Swimm Lessons**

Resident	\$75
Resident Sibling Rate	\$65
Non-Resident	\$95
NR Sibling Rate	\$85

**Open Swim**

Resident Daily	\$5 Youth / \$7 Adult
Non-Resident Daily	\$8 Youth / \$10 Adult
Resident Swim Pass	\$80 Youth / \$100 Adult
Family Pass	\$300
Non Resident Pass	\$130 Youth / \$160 Adult
Family Pass	\$480

**MISC FEES**

Forfeit Fee	\$40
Protest Fee	\$20
Trees	\$85

**Field Rental**

Game day prep (Weekday)	\$30	> dragged, lined/prepped day of the game
Game Day Prep (weekend)	\$150 1 field (\$50 each additional field)	> dragged, lined/prepped day of the game [added cost is to cover staff OT for weekend]
General Use (weekend)	\$30	> dragged, lined/prepped Friday, field left "as is" for weekend
Practice Permit	\$50	> Permit is PER League (NTNLL, NTABR, etc) One time permit gives season long access to all teams

Chg

**Adult Kickball**

Team Fee	\$200
(umpire fees not included)	

**Adult Softball**

Team Fee	\$350
(umpire fees <u>not</u> included)	

**Adult Volleyball**

Team Fee	\$250
----------	-------

**Adult Flag Football**

Team fee	\$250
(ref fees <u>not</u> included)	

**Pavilion Rental**

w. Kitchen	\$95 & \$105
w.out Kitchen	\$70 & \$80
Non-Res. w. kitchen	\$115 & \$125
Non-Res w.out kitchen	\$85 & \$95

**Botanical Gazebo**

Resident	\$20/hr
Non-Resident	\$40/hr

**Band Shell**

	\$50
--	------

**Launch Permit**

Season Permit	\$40
Non-Res Season Permit	\$55
Gratwick Kiosk	\$8/day

**Gateway Docking Fees**

2 hours or less	\$5
<b>Daily</b>	
25' & Under	\$20
26-40'	\$25
41' & over	\$30
Commerical boats	\$40
<b>Overnight w. elec &amp; h20</b>	
25' & Under	\$35
26-40'	\$40
41' & over	\$45
Commerical boats	\$55
<b>Overnight no elec or h20</b>	
25' & Under	\$30
26-40'	\$35
41' & over	\$40
Commerical boats	\$60

**Hallwalking**

Resident/Non-Resident	\$10/season
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**Exercise & Pickleball (varies)**

Resident	\$5/class
Non-Resident	\$7/class

Chg

**Golf Course**

**Season Pass**

Resident	\$635	\$35
Resident w. cart	\$1,125	\$35
Resident DAV	\$460	\$35
Youth	\$315	\$35
Senior	\$450	\$35
Senior w. cart	\$940	\$35
Family plan (1st adult)	\$635	\$35
Family plan (2nd adult)	\$535	\$35
Non-Resident	\$915	\$35
Non-Resident w. cart	\$1,405	\$35
Non-Resident DAV	\$795	\$35
Cart Pass	\$490	
Private Cart Permit	\$420	
NR Reservation Pass	\$50	

**Resident Card**

Adult	\$30/\$50
Senior	\$20/\$40
Youth	\$20

**18 Hole Rate**

Resident	\$19	\$1
Non-Resident	\$32	\$1
Seniors	\$14	\$1
Youth	\$14	\$1

**9 Hole Rate**

Resident	\$15	\$1
Non-Resident	\$20	\$1

**Cart (per person)**

9-hole	\$9
18-hole	\$15

**Tournament Fees**

18-hole	\$41	\$1
9-hole	\$27	\$1

**League Fees**

Weekday	\$26	\$1
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**Golf Cards**

20 use (9-holes) R	\$275	\$20
20 use (9-holes) NR	\$375	\$20
20 use cart (9-holes)	\$160	
10-rounder (10 w. cart)	\$320	\$10

**Senior Center Membership**

Seasonal Membership	\$5
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2025 NOV 12 AM 10:09  
NORTH TONAWANDA NY

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 2025 NOV 8 PM 12:10  
 NORTH TONAWANDA NY

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**NOV 18 2025**

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	18	180.00
		Ward Maps	1	1.00
			<b>Sub-Total:</b>	<b>\$181.00</b>
A1603	Misc. Fees	Birth Certificates	49	490.00
		Death Certificates	119	1,580.00
		Deaths Recorded	19	0.00
		Geneology Death	1	22.00
			<b>Sub-Total:</b>	<b>\$2,092.00</b>
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
			<b>Sub-Total:</b>	<b>\$100.00</b>
A2501	Minor Sales	Solicitors Permit - Yearly	4	100.00
		Snowplow Permit	5	155.00
			<b>Sub-Total:</b>	<b>\$255.00</b>
A2505	Marriage License Fee	Marriage License Fee	18	315.00
			<b>Sub-Total:</b>	<b>\$315.00</b>
A2506	Conservation	Conservation	17	66.35
			<b>Sub-Total:</b>	<b>\$66.35</b>
A2540	Racing & Wagering Fees	Bingo Proceeds	4	188.72
			<b>Sub-Total:</b>	<b>\$188.72</b>
A2542	Dog Licensing	Female, Spayed	81	729.00
		Female, Unspayed	3	51.00
		Male, Neutered	68	612.00
		Male, Unneutered	4	68.00
		Replacement Tags	2	6.00
			<b>Sub-Total:</b>	<b>\$1,466.00</b>
AGEE	Trust & Agency	Tax Agreement	17	9,729.00
			<b>Sub-Total:</b>	<b>\$9,729.00</b>
BKRP	Trust & Agency	Bankruptcy pymts	3	1,162.65
			<b>Sub-Total:</b>	<b>\$1,162.65</b>
BLDG	Clerical Misc	Building Permits	1	31,089.00
			<b>Sub-Total:</b>	<b>\$31,089.00</b>
BLUE	Trust & Agency	Health Insurance	19	7,471.54
			<b>Sub-Total:</b>	<b>\$7,471.54</b>
CNAL	Clerical Misc.	Canal Fest	1	15,000.00
			<b>Sub-Total:</b>	<b>\$15,000.00</b>
COMM	Clerical Misc	Commissions	1	346.55
			<b>Sub-Total:</b>	<b>\$346.55</b>
CONT	Clerical Misc	Clerk-Contractor Lic Fee	1	3,250.00
			<b>Sub-Total:</b>	<b>\$3,250.00</b>
CTPF	Clerical Misc	Bankruptcy Interest	4	2,384.70

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Sub-Total:</b>	<b>\$2,384.70</b>
DAM	Clerical Misc.	Restitution/Damage/Loss	1	122,964.95
			<b>Sub-Total:</b>	<b>\$122,964.95</b>
ENGP	Trust & Agency	Engineering, P.I.P	1	7,247.00
			<b>Sub-Total:</b>	<b>\$7,247.00</b>
FINE	Clerical Misc	City Court Monthly Report	1	44,200.00
			<b>Sub-Total:</b>	<b>\$44,200.00</b>
FOOD	Trust & Agency	Market Food Stamps	2	30,556.00
			<b>Sub-Total:</b>	<b>\$30,556.00</b>
FRES	Clerical Misc	Fire Rescue Billing	11	1,748.28
			<b>Sub-Total:</b>	<b>\$1,748.28</b>
GASD	Clerical Misc	DPW-Gasoline Reimb	2	3,239.37
			<b>Sub-Total:</b>	<b>\$3,239.37</b>
GATE	Clerical Misc	Gateway Dock Fees	3	595.00
			<b>Sub-Total:</b>	<b>\$595.00</b>
GAUC	Clerical Misc	Auction/Sale City Own Prop	1	64,950.00
			<b>Sub-Total:</b>	<b>\$64,950.00</b>
GLFP	Clerical Misc	Golf Charges	1	4,600.00
			<b>Sub-Total:</b>	<b>\$4,600.00</b>
GMSC	Clerical Misc	General Misc.	2	6,314.13
			<b>Sub-Total:</b>	<b>\$6,314.13</b>
GRPM	Clerical Misc	Engineer - Grading Permit	2	240.00
			<b>Sub-Total:</b>	<b>\$240.00</b>
LEAS	Clerical Misc	Lease Agreements	2	12,000.00
			<b>Sub-Total:</b>	<b>\$12,000.00</b>
MRKT	Clerical Misc	NT Market	3	665.00
			<b>Sub-Total:</b>	<b>\$665.00</b>
MRNA	Clerical Misc	Marina	1	2,141.56
			<b>Sub-Total:</b>	<b>\$2,141.56</b>
PKTK	Clerical Misc	Parking Tickets	8	880.00
			<b>Sub-Total:</b>	<b>\$880.00</b>
PKTKW	Clerical Misc	Parking Tickets-Web	5	300.00
			<b>Sub-Total:</b>	<b>\$300.00</b>
PLPM	Clerical Misc	Plumbing Permits	1	1,650.00
			<b>Sub-Total:</b>	<b>\$1,650.00</b>
POL	Clerical Misc	Niagara County-Police	2	3,678.46
			<b>Sub-Total:</b>	<b>\$3,678.46</b>
RECH	Clerical Misc	Recreation Dept.Revenue	4	535.00

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Sub-Total:</b>	<b>\$535.00</b>
RENT	Clerical Misc	Bldg. Rental Lic fees	1	1,085.00
			<b>Sub-Total:</b>	<b>\$1,085.00</b>
ROAD	Clerical Misc	Engineering-Road Cut	4	600.00
			<b>Sub-Total:</b>	<b>\$600.00</b>
SELC	Sewer	Sewer Cell Tower Utilities	2	14,739.70
			<b>Sub-Total:</b>	<b>\$14,739.70</b>
SPIC	Clerical Misc	DPW-Special Garbage Pickup	1	160.00
			<b>Sub-Total:</b>	<b>\$160.00</b>
SPOL	Clerical Misc	State Aid: Police	1	210.75
			<b>Sub-Total:</b>	<b>\$210.75</b>
SRAP	Clerical Misc	DPW-Sale of Scrap	6	3,849.40
			<b>Sub-Total:</b>	<b>\$3,849.40</b>
SUTL	Sewer	Sewer Utilities	1	22,106.49
			<b>Sub-Total:</b>	<b>\$22,106.49</b>
TARP	Trust & Agency	Recreation Programs (91)	2	3,294.45
			<b>Sub-Total:</b>	<b>\$3,294.45</b>
TFEE	Treas Fee Copies	Lien Fees	5	365.00
		Return Check Charge	3	75.00
		Tax Search & Copies	8	1,131.00
			<b>Sub-Total:</b>	<b>\$1,571.00</b>
UTIL	Clerical Misc	Utilities Tax on Gross Income	19	1,329.84
			<b>Sub-Total:</b>	<b>\$1,329.84</b>
WTMT	Water	Water Meter Installation	2	425.00
			<b>Sub-Total:</b>	<b>\$425.00</b>
WTTP	Water	Water Tap/Water Use	4	550.00
			<b>Sub-Total:</b>	<b>\$550.00</b>

**Total Local Shares Remitted: \$433,523.89**

Amount paid to: New York State Department of Health \_\_\_\_\_ 405.00  
 Amount paid to: NYS Ag. & Markets for spay/neuter program \_\_\_\_\_ 170.00  
 Amount paid to: NYS Environmental Conservation \_\_\_\_\_ 1,511.65

**Total State, County & Local Revenues: \$435,610.54**

**Total Non-Local Revenues: \$2,086.65**

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

*11/3/25*

Date

# 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

XXV. /  
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CITY CLERK'S OFFICE

11/10/2025

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

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CITY CLERK'S OFFICE

NOV 18 2025

Dear Sirs:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of October 2025.

## General Fund

Balance Fwd - Checking	1,801,488.76
Balance Fwd - Money Market	3,046,560.51
Investments	0.00
Receipts for the month	1,873,087.51
Warrants Drawn	(2,895,559.86)
	<u>\$3,825,576.92</u>

## Sewer Fund

Balance Fwd - Checking	1,202,063.09
Balance Fwd - Money Market	52,320.30
Investments	0.00
Receipts for the month	93,252.18
Warrants Drawn	(567,354.92)
	<u>\$780,280.65</u>

## Water Fund

Balance Fwd - Checking	620,373.42
Balance Fwd - Money Market	964,420.94
Investments	0.00
Receipts for the month	30,368.72
Warrants Drawn	(376,120.77)
	<u>\$1,239,042.31</u>

## Trust & Agency Fund

Balance Fwd - Checking	669,336.25
Receipts for the month	79,140.01
Warrants Drawn	(76,625.02)
	<u>\$671,851.24</u>

### Capital Construction Fund

Balance Fwd - Checking	527,958.91
Balance Fwd - Money Market	1,293,205.49
Investments	0.00
Receipts for the month	5,289,230.40
Warrants Drawn	(1,433,609.69)
	<hr/>
	\$5,676,785.11

### Community Development Fund

Balance Fwd - Checking	5,927.56
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$5,927.56

### Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	349,251.00
Warrants Drawn	(349,251.00)
	<hr/>
	\$0.00

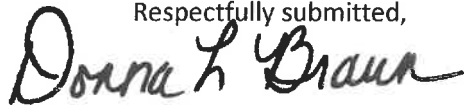
### Housing Rehabilitation Fund

Balance Fwd	12,276.26
Receipts for the month	3.13
Warrants Drawn	0.00
	<hr/>
	\$12,279.39

### Home Rehabilitation Fund

Balance Fwd	40,683.56
Receipts for the month	0.00
Warrants Drawn	0.00
	<hr/>
	\$40,683.56

Respectfully submitted,



Donna L. Braun  
City Clerk-Treasurer



# City of North Tonawanda

XXXXLL 1

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

Telephone: (716) 695-8580

October 8th, 2025

NOV 18 2025

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

**Re: Adoption of the City of North Tonawanda Comprehensive Plan**

Dear Honorable Members of the Common Council,

On behalf of the North Tonawanda Community Development Office, I am pleased to present the final draft of the **City of North Tonawanda Comprehensive Plan** for your consideration and adoption.

The Comprehensive Plan represents the culmination of extensive community engagement, stakeholder input, and careful analysis of the City's current conditions and future opportunities. It provides a unified vision and actionable strategies for guiding growth, development, investment, and preservation across all areas of our community, including land use, housing,

A duly noticed public hearing was held on October 14, 2025, at 6:15 PM in the Council Chambers, allowing residents and stakeholders the opportunity to review and comment on the proposed plan.

Enclosed for your review and approval is a Resolution Adopting the City of North Tonawanda Comprehensive Plan, 2025. Adoption of this resolution will formally establish the Comprehensive Plan as the official guiding document for the City and provide a strong framework for decision-making and community investment in the years ahead.

Thank you for your thoughtful review and consideration of this important step in shaping North Tonawanda's future.

Respectfully submitted,

Laura Wilson  
Director of Community Development

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CITY CLERK'S OFFICE

2025 NOV 10 AM 10:37  
NORTH TONAWANDA NY

**RESOLUTION ADOPTING THE CITY OF NORTH TONAWANDA  
COMPREHENSIVE PLAN**

**WHEREAS**, the City of North Tonawanda has undertaken the preparation of a Comprehensive Plan in accordance with Section 272-a of the New York State Town Law, which provides municipalities with the authority to adopt a comprehensive plan to serve as a guide for future development, preservation, and investment; and

**WHEREAS**, the Comprehensive Plan reflects the collective input of residents, businesses, community organizations, and other stakeholders through a series of public meetings, workshops, surveys, and advisory committee sessions; and

**WHEREAS**, the Comprehensive Plan identifies the City's long-term goals and strategies related to land use, housing, economic development, transportation, infrastructure, natural resources, community facilities, and overall quality of life; and

**WHEREAS**, the City of North Tonawanda Planning Commission has reviewed the Comprehensive Plan and recommended its adoption by the Common Council; and

**WHEREAS**, the Common Council of the City of North Tonawanda scheduled and held a duly noticed public hearing on October 14, 2025, at 6:15 PM in the Council Chambers to receive comments from the public and other interested parties regarding the proposed Comprehensive Plan; and

**WHEREAS**, the Common Council has considered such comments along with the recommendations of City staff and consultants, and finds that adoption of the Comprehensive Plan is in the best interest of the health, safety, and welfare of the residents of North Tonawanda;

**WHEREAS**, the adoption of the Comprehensive Plan was reviewed in accordance with 6 NYCCR Part 617 as a Type I Action. A Coordinated Review was conducted involving the solicitation of lead agency status to all funding and permitting entities; and

**WHEREAS**, after the required review period, the City of North Tonawanda will act as the Lead Agency in the determination of significance of the adoption of the Comprehensive Plan; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of North Tonawanda has determined that there will not be significant environmental impacts associated with the adoption of the Comprehensive Plan and hereby **issues a Negative Declaration**; and

**BE IT FURTHER RESOLVED**, that the Common Council of the City of North Tonawanda hereby adopts the **City of North Tonawanda Comprehensive Plan, 2025**, as the official Comprehensive Plan of the City pursuant to Section 272-a of New York State Town Law; and

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to file and maintain the adopted Comprehensive Plan as a public record and to distribute copies to appropriate City departments, agencies, and officials for implementation.



# City of North Tonawanda

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

Telephone: (716) 695-8580

XXXII. 2

NOV 18 2025

November 10<sup>th</sup>, 2025

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

Re: Community Development Block Grant Program- Request for Required Second Public Hearing

Dear Honorable Body,

As per Community Development Block Group (CDBG) regulations, the City of North Tonawanda is required to hold a public meeting to discuss CDBG activities. The hearing must be held at a meeting with a quorum of the Common Council.

I would like to formally request authorization to hold a required public meeting for the Community Development Block Grant (CDBG) Dockside Bar & Grill Economic Development program (822ED505-22) to be held on **December 9<sup>th</sup> 2025 at 6:00pm** in the Common Council chambers immediately preceding the regularly scheduled Common Council workshop.

Thank you for your time and consideration.

Kindest regards,

Laura Wilson  
Director

2025 NOV 10 AM 10:33  
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

**RES. NO. \_\_\_\_\_-25**  
**RESOLUTION SETTING DATE FOR A SECOND PUBLIC HEARING**  
**FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

**WHEREAS**, the City of North Tonawanda received Community Development Block (CDBG) funding from the New York State Office of Community Renewal (Project No. 822ED505-22) to implement the economic development assistance to The Dockside Bar & Restaurant (the "Project"), and

**WHEREAS**, the North Tonawanda Common Council is required to hold a public hearing to discuss the implementation of the Project and to receive comments related to the effectiveness of administration of the CDBG Project.

**NOW, THEREFORE, BE IT RESOLVED**, that a public hearing be held on December 9<sup>th</sup> 2025, at 6:00 p.m. in the Common Council Chambers, City Hall, 216 Payne Avenue, North Tonawanda, New York 14120, before the North Tonawanda Common Council, whereat all interested parties shall be heard regarding the implementation of the CDBG Project, and be it further

**RESOLVED**, that the City Clerk is directed to prepare a notice of said hearing, to cause the publication of the notice of such hearing in the newspaper which has been officially designated by the Common Council to publish "notices", and to affix a copy of said notice on the bulletin board in City Hall at 216 Payne Avenue, North Tonawanda, New York; both publication and posting to be made at least eight (8) days before the public hearing.

# Sweeney Hose Company, Inc. No. 7

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• 499 Zimmerman Street

• 716-694-0777

• North Tonawanda, New York 14120-0030



CFO. A.

North Tonawanda City Hall  
Attn: Donna Brawn – NT City Clerk  
CC: NTFD Chief Orłowski  
216 Payne Ave.  
North Tonawanda, NY 14120

November 5, 2025

**NOV 18 2025**

Dear Honorable Council,

The following Active Firefighting member has voluntarily moved his status in our firehall from Active Firefighter to Social Member at our monthly meeting on November 3<sup>rd</sup>, 2025. Please update the official roster kept within the City of North Tonawanda records.

- Nicolas Leone

Sincerely,

Daniel D. Schmidt  
Sweeney Hose Company #7 Secretary

2025 NOV 12 AM 8:21  
NORTH TONAWANDA NY  
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