

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

April 2, 2026

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

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 Richards, Schulmeister, Roe, Lavey, Murphy**

FROM: Donna L. Braun, City Clerk-Treasurer

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

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

PROOF OF PUBLICATION PUBLISHED 03/24/2026

- 1) Legal Notice – Sealed Proposals for the 2026 Concrete Sidewalk and Curb Replacement Contract – City Engineer**

COMMUNICATIONS FROM CITY OFFICIALS

- | | |
|------------------------------|---|
| I. Mayor | Re: Approval of Agreement between the City of North Tonawanda and OPEIU Local 153 regarding compensation for transfer of Building Maintenance job title and duties |
| II. Attorney | Re: Approval to replace the Funds Transferred from the City Attorney's 2026 Budget for the Prosecution of Traffic Charges and other State Law Violations |
| III.1 Clerk-Treasurer | Re: Receive and File the 2026 Volunteer Fire Companies Fundraising Schedules |
| III.2 Clerk-Treasurer | Re: Approval of the 2026 Collectors Warrant for the City Taxes |
| IV.1 Engineer | Re: Approval of the NYSDOT Yearly Maintenance Permit – Undertaking Resolution |

D.
Herschell Carrousel Museum

Re: Permission to use Heritage Park, Felton Field and closure of Thompson Street Saturday, July 11th for their "Classics at the Carrousel Car Show"

E.
Sweeney Hose Co. #7

Re: Permission to remove Jonathan Hacker from the North Tonawanda Volunteer Fire Roll

F.
Sweeney Hose Co. #7

Re: Exemption Petitions for Volunteer Firefighter members for 5, 10, 20, 25, 30, 35, 40, 50 and 60 Years of Service

G.
Platter's Chocolate Factory

Re: Permission to host their Annual Platter's Chocolate Sponge Candy 5K Race on Saturday, September 19th

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer

STATE OF NEW YORK
NIAGARA COUNTY, } SS, _____

APR 07 2026

Delia Bates, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Clerk of

NIAGARA GAZETTE

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 360677 was printed and published in said paper on the following dates:

03/24/2026

Delia Bates

Principal Clerk

Subscribed and sworn to before me this

3.25.24

Teresa L. McCarthy

Notary Public

Expiration Date

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

2026 MAR 31 AMB:12
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

**LEGAL NOTICE
CITY OF NORTH TONAWANDA, NEW YORK
ENGINEERING DEPARTMENT**

NOTICE TO BIDDERS

SEALED PROPOSALS for the 2026 Concrete Sidewalk and Curb Replacement Contract as called for by the Contract, in accordance with plans and specifications thereof, will be received by the City Clerk/Treasurer of the City of North Tonawanda, New York, until 11:00 AM, Prevailing Time, Tuesday, April 14th, 2026, at which time they will be publicly opened.

A copy of the Contract Documents is on file and is available for inspection during the usual business hours at the office of the City Engineer in the City Hall, 216 Payne Avenue, North Tonawanda, New York; and at Construction Exchange of Buffalo and Western New York, 2660 William Street, Cheektowaga, NY 14227.

The project consists of the furnishing of all labor, materials and equipment necessary to replace damaged concrete sidewalks and curb throughout the City and the installation of ADA compliant sidewalk ramps. All work under this contract shall be directed solely by the Superintendent of Public Works. This contract is for the 2026 calendar year.

Copies of the Contract Documents required for review or bidding purposes may be obtained at the City Engineer's office, City Hall, 216 Payne Avenue, North Tonawanda, New York, on or after Tuesday, March 24th, 2026, upon deposit of \$50.00 (2 - \$25.00 checks made payable to the City Treasurer of North Tonawanda) for each set of documents so obtained. The full amount of the deposit for one set of documents, and one-half of the deposit for any additional sets of documents will be refunded to each bidder who submits a formal proposal to the City, and who also returns the documents in good condition to the office of the City Engineer within thirty (30) days after his bid security has been returned to him. Equipment manufacturers, contractors, subcontractors and others who do not submit formal proposals to the City, will be refunded one-half the amount of the deposit for all sets of complete documents returned in good condition to the office of the City Engineer within thirty (30) days after the opening of bids. No refund will be made for documents received after this thirty (30) day period. Contract Documents must be obtained from the City for bidding on this project. Electronically obtained copies of the bid documents will not be accepted.

Each proposal must be accompanied by cash, a certified check payable to the City of North Tonawanda, or bid bond, having as surety thereon a surety company acceptable to the City Attorney, in an amount not less than five percent (5%) of the amount of the base bid, conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute any such further security as may be required for the faithful performance of the contract.

An optional pre-bid meeting will be held at 10:00 AM prevailing time on Wednesday, April 1st, 2026, at the DPW Garage, 758 Erie Avenue in North Tonawanda. Attendance at the pre-bid meeting is recommended but is not mandatory.

All bids shall be submitted to the City Clerk/Treasurer's office in a sealed envelope addressed to the City of North Tonawanda and shall be plainly marked on the outside with the Contractor's name and title of the bid. Bids for contracts shall be designated as, 2026-03 Concrete Sidewalk and Curb Replacement Contract.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The minimum wage rates to be paid to laborers and mechanics engaged in the construction of this project shall be the latest wage rates established by the State Industrial Commissioner.

The Owner reserves the right to reject any or all bids for failure to comply with the requirements of the Contract Documents but may, at its discretion, waive any informalities or irregularities.

The Owner further reserves the right to reject any or all bids or to award a contract which, in its judgment, is in the best interest of the Owner.

No bidder may withdraw his bid within sixty (60) days after the opening thereof, but may withdraw same at any time prior to the opening thereof. Bidder must sign the statement of non-collusion in accordance with Chapter 751 of the Laws of the State of New York.

Donna L. Braun
City Clerk/Treasurer
City of North Tonawanda

1

APR 07 2026

NICHOLAS B. ROBINSON
Labor Relations/Human Resources
216 Payne Avenue
North Tonawanda, New York 14120
nrobinson@northtonawanda.gov
April 2, 2026

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

Re: Agreement between the City of North Tonawanda and OPEIU Local 153
Regarding compensation for transfer of Building Maintenance job title and duties

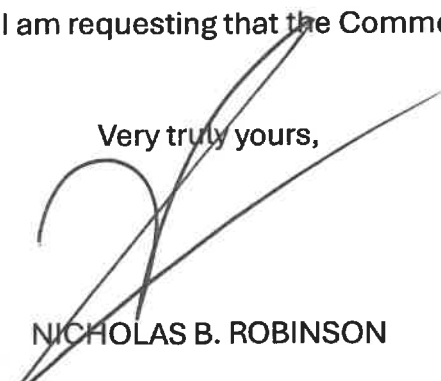
Dear Hon. Body:

Effective December 22, 2025, Mayor Austin Tylec reassigned the duties of the Building Maintenance and Grounds under the Superintendent of Department of Public Works. Pursuant to Section 5.5.3 of the contract, "When an employee is assigned to perform extra duties on a temporary or permanent basis, he/she shall be fairly compensated for additional work while he/she is performing it."

Since that time, the parties to the contract have continued to negotiate fair and reasonable compensation for that transfer of duties. As a result of those efforts, attached hereto is a proposed Agreement that would resolve this issue.

Considering the above, I am requesting that the Common Council pass a resolution approving the attached.

Very truly yours,


NICHOLAS B. ROBINSON
Human Resource/Labor Relations

2026 APR 2 AM 10:42
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

AGREEMENT

The City of North Tonawanda, the Office and Professional Employees International Union AFL-CIO & CLC and its Affiliated Local Union No. 153 and John Urban hereby agree as follows to assign new duties to a union member:

1. Settlement contingent upon Council approval effective pay period beginning April 13, 2026.
2. Human Resource/Labor Relations and the Mayor will recommend Council approval.
3. Council will consider at Council meeting no later than April 7, 2027.
4. John Urban will receive \$7,500 stipend on a yearly basis with less applicable deductions.
5. This stipend is for John Urban, the Department of Public Works Supervisor taking on the responsibilities of being the immediate supervisor of Building Maintenance and Grounds.
6. These payments should be made on a quarterly and equal basis every year.
7. The funds that are currently held for Building Maintenance and Grounds will be moved to be held and used for the same department but under the Department of Public Works budget.
8. John Urban will receive pay from December 22, 2025, based on the pro-rated amount.
9. This will last the length of the Office and Professional Employees International Union AFL-CIO & CLC contract.

Dated: April 2, 2026

AUSTIN J. TYLEC
Mayor

JOHN URBAN
Supervisor of Department
Of Public Works

JOSEPH AIELLO
OPEIU President

City of North Tonawanda

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

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

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

MARIO J. GREGORI, JR.
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER
ASSISTANT CITY ATTORNEY

II.

March 26, 2026

APR 07 2026

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

RE: Status of City Prosecutor Position in City of North Tonawanda

Dear Honorable Body:

As you are aware, it has been necessary for the City Attorney's office to engage a City Prosecutor for North Tonawanda City Court prosecutions in Traffic Court and for other matters, in order to comply with New York State law and Niagara County procedure. Recent budgetary actions by your Honorable Body have unilaterally transferred funds from our City Attorney's budget, which covered salary payments to our City Prosecutor. The elimination of this position will result in the City having less input on traffic safety, as well as the City having no control over the revenue generated.

Therefore, attached is a request for your Honorable Body to reconsider your recent transfer of funds from the City Attorney's office in order to establish a new unrelated city department, and to restore City Attorney budget funding to keep our local prosecutions done in house by our Assistant City Attorney, Mr. Mosher.

Should your Honorable Body concur, please pass a resolution to rescind your prior transfer of funds in the amount of \$50,000 from the City Attorney's annual budget, thereby enabling us to continue in-house prosecutions in our City Court of the City of North Tonawanda. In the alternative, I urge you to consider adding a stand-alone City Prosecutor position.

Very truly yours,

Edward A. Zebulsk

Edward A. Zebulsk, III
City Attorney

EAZ/lk
Att.

cc: Donna Braun, City Clerk-Treasurer

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CITY CLERK'S OFFICE

2026 MAR 27 PM 12:03
NORTH TONAWANDA NY

City of North Tonawanda

EDWARD A. ZEBULSKE, III
CITY ATTORNEY

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

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

MARIO J. GREGORI, JR.
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER
ASSISTANT CITY ATTORNEY

March 26, 2026

To: North Tonawanda Common Council
Austin Tylec, Mayor

RE: Prosecution of traffic charges and other state law violations

North Tonawanda Council Members and Mayor Tylec:

Due to your prior actions removing fifty thousand dollars (\$50,000) from the City Attorney's 2026 budget I find it necessary to release Matthew Mosher from his role as Assistant City Attorney. As you know, Mr. Mosher, in addition to assisting with other City matters, has been prosecuting the traffic and other state law violations in North Tonawanda City Court on behalf of the City. He is a very experienced prosecutor and has performed these duties with utmost professionalism and effectiveness. I believe it is imperative to keep and maintain the duties of the prosecution of these matters with an agent or employee of the City. Handling these matters in house guarantees that my office has a direct impact on public safety and that the City has some control over the fines generated which are routinely in excess of one million dollars annually. I now find it necessary to explain the necessity of such a position and the history of having such a position.

The NYS Constitution puts the duty of prosecuting state law violations (including traffic tickets and many building code violations, etc) on the District Attorney of each County. Many District Attorneys will authorize a City Attorney or Prosecutor to handle such matters when and if appropriate. By contrast, the North Tonawanda City Charter lays the duty of prosecuting or defending "all actions and proceedings by and against **the city** .." on the City Attorney. The vast majority of traffic tickets are violations of the **New York State Vehicle and Traffic Law, State Law**. Additionally, keep in mind that North Tonawanda City Court is a State of New York Office, not a City Office.

Historically the City Attorney, and his or her Assistants, have prosecuted the traffic tickets and other minor state law violations when authorized by the Niagara County District Attorney. My predecessor, Luke Brown, was the City Attorney from 2017 through 2021. He, like his predecessors before him, maintained other legal positions during his tenure as City Attorney. During his tenure he maintained a law practice and positions with the Niagara County Public Defender's Office and County Conflicts Public Defender's Office. His Assistant City Attorney, Nicholas Robinson, also maintained a law practice and held a position with the Niagara County Public Defender's Office. **The New York State Bar Association deems it a conflict of interest for attorneys to represent defendants charged with violations of state law and also prosecute violations of state law.** Due to this conflict Mr. Brown contracted with an outside attorney, John Sansone, to prosecute the traffic other state law violations. After taking office I was advised by Brian Seaman, the Niagara County District Attorney, that he would not authorize myself to prosecute the traffic and other state law violations as I also maintain a part time Public Defender position representing defendants charged with state law violations. It is unethical for me to act as the prosecutor (as was it unethical for my Assistant, Nicholas Robinson and is for my current Assistant, Mario Gregori). With that in mind, the Common Council authorized a second Assistant City Attorney, Matthew Mosher, to prosecute these matters and assist with other City matters. It was in the best interest of the City to have our employee handle these matters for public safety and to have some control over the one million plus dollars brought in annually as opposed to a County employee with no interest in where the fine dollars ended up.

In light of this, I am requesting that the Common Council replace the funds transferred from my budget so Mr. Mosher can continue in his role as Assistant City Attorney and continue to prosecute these matters on behalf of the District Attorney. In the alternative, Mr. Mosher is willing to accept a more limited position as City Prosecutor, handling only the prosecution of the traffic tickets and other minor state law violations as authorized by Mr. Seaman, for a reduced annual salary. In the event that you choose not to honor my request, or allow the position of City Prosecutor, please be advised that Mr. Mosher's last day will be April 10, 2026. In that case I strongly advise the Council and/or Mayor to speak with Mr. Seaman and Judge Nickerson immediately to discuss the pending traffic and other matters scheduled for the week of April 13 and ongoing.

Thank you for your consideration.

Sincerely,



Edward A. Zebulske III
North Tonawanda City Attorney

Copy to:

Brian Seaman, Niagara County District Attorney
Hon. Shawn Nickerson, NT City Court Judge
Keith Glass, Chief of Police
Mario Gregori, Assistant City Attorney
Matthew Mosher, Assistant City Attorney
Jeffrey Zellner, City Accountant
Donna Braun, City Clerk/Treasurer
Nicholas Robinson, Human Resource Officer

City of North Tonawanda

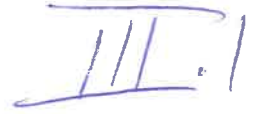
DONNA L. BRAUN
City Clerk-Treasurer
dbraun@northtonawanda.org

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

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



March 17, 2026

APR 07 2026

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

Re: Volunteer Fire Companies Fundraising 2026

Dear Honorable Body:

As you have been made aware by the North Tonawanda Fire Chief, and in accordance with the NYS Comptroller's Office; all (6) North Tonawanda Volunteer Fire Companies are required to provide the City with a list of all fundraising activities on an annual basis.

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

I respectfully request that your Honorable Body vote in the affirmative to grant Live Hose #4, Columbia Hook & Ladder #1, Gratwick Hose Co. #6, Rescue Fire Co. #5, Sweeney Hose Co. #7, and Active Hose Co. #2 permission to run their respective fundraisers for 2026.

I thank you in advance for your anticipated cooperation.

Sincerely,



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

Fw: Fundraising Schedule

From Kelli Meisenburg <KMeisenburg@northtonawanda.gov>
Date Mon 3/16/2026 11:03 AM
To Lori Swartz <LSwartz@northtonawanda.gov>

Good morning,

I received this from Active Hose this morning.

Kelli Meisenburg

**Sr. Account Clerk
North Tonawanda Fire Department
716.693.2201**

From: Christie Brousse <cpiwtorak@yahoo.com>
Sent: Monday, March 16, 2026 10:24 AM
To: Matthew Piwtorak <mjpiwtorak@gmail.com>
Cc: Kelli Meisenburg <KMeisenburg@northtonawanda.gov>
Subject: Re: Fundraising Schedule

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our fundraising for the year is the following

Chowder
March 28
April 25
September 26
October 24
November 21

Thank you
Christie

RECEIVED
CITY CLERK'S OFFICE

2026 MAR 17 AM 8:17
NORTH TONAWANDA NY

Sent from my iPhone

On Mar 16, 2026, at 10:18AM, Matthew Piwtorak <mjpiwtorak@gmail.com> wrote:

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

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



Established 1876

January 2, 2026

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

Re: Year 2026 Fundraiser Authorization

Dear Mayor and Council:

The members of Columbia Hook & Ladder Co. No. 1 volunteer fire company request authorization to conduct fundraising events during Year 2026 for the benefit of the Fire Company.

We expect Chowder Sale fundraisers Feb. 7th, March 7th, April 4th, May 2nd, Oct. 3rd, Nov. 7th, and Dec. 5th.

We expect to sponsor a Greek food tent, and possibly a Mexican food tent, at Canal Fest of the Tonawandas July 19th - 26th; proceeds of this activity come to our Hall.

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

Receipts from fund raising are used to help covers expenses of insurance premiums, hall maintenance and building repairs, and upgrades as needed.

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

A handwritten signature in blue ink, appearing to read "David L. Evans". The signature is fluid and cursive, with a long horizontal stroke at the end.

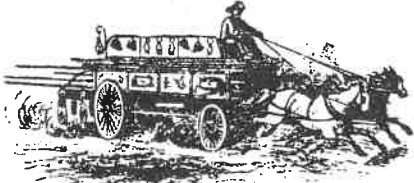
David L. Evans
Recording Secretary

2026 JAN 2 AM 11:23
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

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

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



Established 1876

January 2026

COLUMBIA HOOK & LADDER CO. No. 1 -- 2026 OFFICERS

President	Christopher Wildey	716-948-7930
Vice President	Scott Suski	716-578-5915
Financial Secretary	Frank Boeck	716-864-7797
Recording Secretary	David Evans	716-693-3466
Trustees	Edward Suski	716-832-3560
	David Evans	716-693-3466
	Scott Suski	716-578-5915
Captain	Christopher Wildey	716-948-7930
1st Lieutenant	Valerie Kessinger	716-449-4853
2nd Lieutenant	Edward Suski	716-832-3560
WNYVFA Delegate	David Evans	716-693-3466
FASNY Delegate	Andrew Pilecki	716-625-4131
Benevolent Director	Frank Boeck	716-864-7797

LIVE HOSE CO. NO. 4

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



To: Honorable Mayor & Common Council

The following is a List of the 2026 Officers of the Live Hose Volunteer Fire Co. #4, along with a list of our 2026 fund raising events.

Sincerely

*David C. Maziarz
President Live Hose Volunteer Fire Co. #4*

CC: Douglass Orłowski, Fire Chief

2026 Officers

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

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

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

Secretary: Vacant (TBF)

North Tonawanda, NY 14120

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

Chaplin: Dave Gauda
Robinson Street
North Tonawanda, NY 14120

Events for the 2026 calendar year

Meat Raffles?
Hall Rentals

2026 FEB 24 AM 8:09
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE



GRATWICK HOSE COMPANY, INC.

CITY OF NORTH TONAWANDA FIRE DEPARTMENT

111 West Main Street, Tonawanda, NY 14120 • (716) 692-9675

2026 Fundraisers

17 Fish Frys

Various Fridays throughout the year

14 Outside Catering Events

Throughout the Summer

Chowder Sales

Saturdays throughout the year

Periodic Hall and Pub Rentals

Throughout the year

Weddings, Banquets and Fundraising events for Non-Profits

Throughout the year

Respectfully Submitted,

Robert Brennan

President

2026 FEB 18 AM 10:22
NORTH TONAWANDA NY

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CITY CLERK'S OFFICE

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





Rescue Fire Company Inc., No. 5
1241 Strad Avenue
PO Box 505
North Tonawanda, NY 14120
Phone: (716) 695-3923

February 6, 2026

Donna L. Braun
City Clerk
216 Payne Avenue
North Tonawanda, NY 14120

RE: Rescue Fire Company Inc.:

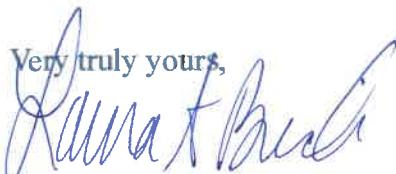
Dear Ms. Braun:

Please consider this letter as the outline of fundraising by Rescue Fire Company Inc. for the year 2026.

For the record we will do the following this year:

1. Continue the sale of pull tab tickets; city license is renewed;
2. Concentrate on hall rental to help stabilize utility expenses and long term improvements as the premises remains a site for emergency services in our community;
3. Continue our relationship with NTAA Inc. to improve/maintain the grounds and insurance costs, as attendance by youth continues to increase;
4. Chowder sales on a monthly basis except in summer months;
5. Meat Raffle is currently in the works for May to help us maintain maintenance costs of the building and grounds;
6. Canal Fest remains under discussion but no plans have been formalized at this time. If that were to change we would advise.

Thank you for your continued attention and support.

Very truly yours,

Laura A. Brick
Recording Secretary

cc. North Tonawanda Fire Department
Attn: Chief Douglas Orłowski

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CITY CLERK'S OFFICE

2026 FEB 25 AM 9:15
NORTH TONAWANDA NY

Sweeney Hose Company, Inc. No. 7

130 Years of Dedication and Service

1894-2024

P.O. Box 30 • 499 Zimmerman Street

• 716-694-0777

• North Tonawanda, New York 14120-0030



North Tonawanda City Hall
Attn: NT Common Council
C.C. Fire Chief Douglas Orłowski
216 Payne Ave.
North Tonawanda, NY 14120

January 10, 2026

Re: Fundraising 2026

Dear Honorable Council,

The Sweeney Hose Company #7 requests permission to conduct the following assorted fundraising events for the calendar year 2026:

Friday Fish Fry dinners	8 Fridays (February 13 th to April 3 rd)
Canal Fest Beer Tent	One week in July
Hall Rentals	Throughout the year
Chowder sale	up to 10 events throughout the year
Dyngus Day parade beer tent	Date TBD
Two Meat Raffles	Date TBD, one in the spring and one in the fall

Sincerely,

Daniel D. Schmidt
Sweeney Hose Company #7 Secretary

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CITY CLERK'S OFFICE

2026 JAN 12 4:34
NORTH TONAWANDA NY

City of North Tonawanda

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

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

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Fax: (716) 695-8557

March 24, 2026

APR 07 2026

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

Re: Collection of 2026 City Taxes

Dear Common Council:

I am requesting that the Council approve the Collector's Warrant for the collection of the 2026 City Taxes. The collection period will begin on April 1, 2026 and conclude on May 8th, 2026. Taxes paid after May 8th will be subject to interest and fees.

Regards,

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

2026 MAR 25 PM12:22
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

COLLECTOR'S WARRANT

STATE OF NEW YORK
COUNTY OF NIAGARA,

SS:

A.D. 2026

From: The People of the State of New York
To: City of North Tonawanda, Receiver and/or Collector of Taxes, in said County of Niagara, Greetings;

YOU ARE HEREBY REQUIRED AND COMMANDED, pursuant to the provisions of Section 904 of the Real Property Tax Law of the State of New York:

To receive and start collection of taxes on or before the first day of April, 2026, from the several persons and corporations named in the assessment roll, which is annexed hereto, the amounts listed opposite their respective names, together with your fees thereon.

Pursuant to Section 920 of the Real Property Tax Law, upon receipt of the tax roll and warrant, the collecting officer shall cause a notice to be published once a week for two successive weeks in the official newspaper of the city, as set forth by such law.

To make no changes or alterations in the tax warrant or the attached tax rolls but the City may recall its warrant and tax roll for correction of errors or omissions in accordance with the provisions of Section 554 of the Real Property Tax Law.

You shall receive taxes without interest that are paid on or before the tenth day of May, 2026, or within thirty days of the date of the receipt of the warrant required by Section 920 of the Real Property Tax Law, whichever is later. On all taxes you receive after this day, there shall be added interest as determined by the Commissioner of Taxation and Finance pursuant to Section 924-a of the Real Property Tax Law for each month or fraction thereof until such taxes are paid.

The warrant is issued pursuant to Sections 910, 912 and 914 of the Real Property Tax Law. It is effective immediately after it is properly signed by the Mayor and City Council Chairman. The warrant shall expire on the last day of the fiscal year, after which a Tax Lien will be issued against any and all unpaid taxes. In case any person personally liable for unpaid taxes listed on the tax roll shall refuse to pay his or her taxes, you are authorized to cause the same to be sold at public auction for the purpose of paying the taxes due and the expense of levy and sale.

TO THE CITY OF NORTH TONAWANDA, the sum of \$23,160,833.21 in witness whereof, The Common Council, in annual meeting assembled, have caused this Warrant to be signed by the City Council Chairman and the Mayor of North Tonawanda. FOR SO DOING THIS SHALL BE YOUR WARRANT.

Given under the hands and seal of the City of North Tonawanda,
County of Niagara, State of New York, this First day of April 1, 2026.

Mayor of the City of North Tonawanda

Chairman of the North Tonawanda City Council



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

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

APR 07 2026

March 25, 2026

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

RE: NYSDOT Yearly Maintenance Permit – Undertaking Resolution

Honorable Body:

The City is in the process of obtaining an Annual Maintenance Permit with the New York State Department of Transportation (NYSDOT). This permit will allow the City to maintain and repair, including emergencies, our utilities that are within NYSDOT rights-of-way. A requirement for obtaining this permit is for the City to pass the attached Municipal Undertaking resolution.

I respectfully request that the attached undertaking resolution be adopted by the Common Council to allow us to obtain an Annual Maintenance Permit with the NYSDOT and authorize the Mayor to sign the undertaking subject to review by the City Attorney.

Very truly yours,

Chelsea L. Spahr, P.E.
City Engineer

CLS:cls
Attachment

Cc: File, w/a
Edward Zebulske III, City Attorney, w/a
Jason Koepsell, Superintendent of Water/Wastewater w/a
John Urban, DPW Superintendent w/a

2026 MAR 26 AM 9:06
NORTH TONAWANDA NY

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UNDERTAKING

For the benefit of

The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned City of North Tonawanda (Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

2. Applicable Rules, Regulations & Conditions. Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

3. Site Restoration. Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

4. Payment & Release of Liens. Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

5. Indemnity. In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, City of North Tonawanda (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

Authorized Agent

Date

Austin J. Tylec, Mayor

Print Name/Title

216 Payne Avenue

Address

North Tonawanda, NY 14120

Address

(716) 695-8540

Phone number

atylec@northtonawanda.gov

e-mail



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

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

April 1, 2026


APR 07 2026

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

**Re: Water Treatment Plant Electrical Upgrades Phase 2
Contract Amendment No. 9**

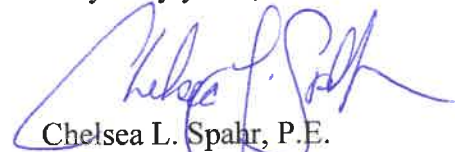
Dear Honorable Body:

We have run into some unforeseen circumstances with the proposed location of the electrical service to the new switchgear at the Water Treatment Plant. A redesign of the electrical service into the building will need to be performed to keep the project on schedule and meet all National Grid requirements.

I therefore recommend that the Common Council authorize the Mayor to sign the enclosed Amendment No. 9 for the additional design scope with Nussbaumer & Clarke, Inc., 3556 Lake Shore Road, Suite 500, Buffalo, NY 14219; in an amount of \$28,193.00; subject to review by the City Attorney.

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

Very truly yours,


Chelsea L. Spahr, P.E.
City Engineer

CLS:cls

Cc: file
Edward A. Zebulski III, City Attorney
Jason Koepsell, Director of Water and Wastewater
Jeffery Zellner, City Accountant
Mike Marino, PE, Nussbaumer & Clarke

2026 APR 1 AM 10:43
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

April 1, 2026



Chelsea Spahr, PE, City Engineer
City of North Tonawanda
216 Payne Ave.
North Tonawanda, NY 14120

Re Agreement for Engineering Services - WTP Electrical Upgrades Phase 2
Proposed Amendment No. 9 – Electrical Service Redesign
File No. 17J1-0024A

Dear Chelsea:

Nussbaumer & Clarke, Inc. (Nussbaumer), is pleased to provide the list below of redesign phase services that can be provided for your project. Upon request, any of the tasks below can be budgeted and tailored to suit your project. Please review the list of tasks below and Nussbaumer will work with the **City of North Tonawanda** to tailor a scope of work that will help minimize schedule delays and implement cost control measures, while managing overall construction risks.

SCOPE OF WORK

Our proposed scope of work and approach to redesign phase services are separated into the following tasks:

- Task 1 Redesign
- Task 2 On-site Representation / Construction Inspection

Task 1 – Redesign

1. Redesign proposed trenching for underground electric and pavement restoration to head west across the parking lot.
2. Redesign proposed riser pole locations.
3. Redesign demolition of existing overhead electric.
4. Drafting of redesign.
5. Additional construction administration time.
6. Reviewing and stamping of plans.
7. Internal redesign discussions and meetings.
8. Coordination and meetings with National Grid.



9. Review options from National Grid.
10. Hold meetings with the **City of North Tonawanda** and stakeholders regarding the easement status and redesign.

Task 2 – On-Site Representation / Construction Inspection

1. This task involves effort associated with on-site owner representation. We have assumed the following schedule of on-site time; however, this effort may be adjusted as needed based on actual contractor activities.
2. Full Time onsite oversight by NICET II (or greater), assumed duration:
 - a. +/- 60 hours
3. Documenting the Contractor's daily work progress.
4. Confirming that the work is being performed per the Contract Documents.
5. Reviewing and clarifying Contractor questions.
6. Making recommendations for field adjustments to the work.
7. Assisting with coordination and verifying that the sequence of work is properly followed.
8. Obtaining measurements and quantities for Contractor payments.
9. Obtaining measurements and preparing as-built drawing sketches for the record documents.
10. Completing final inspection and generating a project punch list for the project with the **City of North Tonawanda**, Nussbaumer, and Contractor prior to final acceptance of work.
11. Conducting all necessary Stormwater Pollution Prevention Plan (SWPPP) field inspections as required.
12. Verifying that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records related to the same.
13. Observe, record, and report to the Contractor appropriate details related to the test procedures and system start-ups.



COMPENSATION AND PAYMENT

Nussbaumer will begin work on this project immediately upon receipt of written authorization. Nussbaumer proposes to complete the above-mentioned scope of work proposed for a total estimated fee of **\$ 28,193**. A breakdown of our proposed fee by task is detailed in Table 1.

Table 1 Detailed Fee Breakdown

TASK	FEE
Task 1 – Redesign	Lump Sum \$ 20,093
Task 2 – On-Site Representation / Construction Inspection	Time & Material \$ 8,100
TOTAL FEE	\$ 28,193.00

Invoices for services associated with **Task 1** will be billed monthly based upon the percentage of work completed, while **Task 2** will be invoiced monthly for the actual person hours expended by assigned personnel during the prior month. All work will be completed in accordance with the attached Schedule A for Terms and Conditions with the 2026 Hourly Rate Table.

If Nussbaumer is requested or required to perform services for this project not specifically set forth in this proposal, such as Out-of-Scope Services, these services shall be billed in accordance with the 2026 Hourly Rate Table. Nussbaumer will not proceed with additional work without prior written authorization from the City of North Tonawanda.



INITIATION OF CONTRACT

Nussbaumer appreciates the opportunity to submit this proposal, and we look forward to kicking off the above-mentioned project tasks. We are available at your convenience should you wish to discuss any aspect of this proposal.

Upon acceptance of our proposal, please sign where indicated and return an electronic copy to Nussbaumer. The original is for your file. Nussbaumer's receipt of the electronic copy will serve as our Agreement and Notice to Proceed.

As always, please do not hesitate to call should you have any questions.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Mike Marino, P.E.
CEO

Christopher Freese
Senior Associate
Construction Services Manager

Attachment – Schedule A with 2026 Hourly Rate Table

Accepted by: Chelsea Spahr, PE

Signature: _____ Title: _____

Printed Name: _____ Date: _____

SCHEDULE "A"

By accepting this proposal, the Client ("Client") agrees to the following terms and conditions incorporated into the resulting agreement ("Agreement") between the Client and Nussbaumer & Clarke, Inc. ("Nussbaumer") for the work covered in the proposal ("Work").

BASIS OF SERVICES

If required, the Client shall arrange or establish Nussbaumer's right to enter the property. If the Client does not own the site, Nussbaumer shall require reasonable verification that permission to enter the site has been granted.

Quantities and cost estimates are subject to change due to, but not limited to, actual field conditions encountered, additions or changes to the Work, and changes in conditions on which estimates were based. The Client acknowledges and agrees that Nussbaumer was entitled to and did in fact rely on the information provided by the Client in performing estimates concerning the Work as embodied in this proposal.

DELIVERABLES

Electronic files, drawings, calculations, records, and all other work products generated in connection with the Work are the property of Nussbaumer and may not be used without written permission. Drawings may be filed with the County or Municipality if the drawings were produced for that purpose. Electronic files and/or reproducible documents will be furnished at cost for preparing same and will be noted as a copy. Except for original submittals, any plans ordered or used in connection with the Work will be billed at cost.

FEES AND EXTRA WORK

All fees quoted are for the Work as outlined. Any work not ordered will not be billed. Any work not included in the Agreement or any additional items which may be necessary to comply with applicable laws, codes, rules, regulations, or standards made effective after this proposal will be charged as extras on a time and expense basis or at a mutually agreed upon fixed fee. No extra work will be performed by Nussbaumer unless written approval is received from the Client, and a fee is negotiated.

It is understood that the fees quoted herein for the Work are subject to change upon written notice to the Client should unforeseen complications and/or problems develop during the Work. Any revisions to the Work caused by Client, Municipality, County, Governmental, or Governing Agencies, jurisdictional authorities, permitting agencies, approval agencies, funding agencies, utility companies, other stakeholders, and involved parties; to the extent they increase Nussbaumer's costs of performance under the Agreement, shall be billed in accordance with the attached hourly billing rates, included after Schedule A.

INVOICING AND PAYMENT

Nussbaumer shall render invoices to Client monthly as set forth in this proposal. Client shall promptly review invoices and notify Nussbaumer of any objection thereof; absent such objection in writing within fifteen (15) days of the date of the invoice, the invoice shall be deemed proper and acceptable. Invoices shall be due and payable in full by the Client to Nussbaumer within 30 days of billing. If payment is not received within 60 days of billing, Client shall be considered in breach of contract and Nussbaumer reserves the right to stop Work under this Agreement, or work under any other agreement with the Client, until such time that all Work is paid in full, including interest at 1.5% per month commencing at the 60th day from billing. If applicable, all outstanding unpaid invoices must be paid in full prior to filing of the Map Cover with the county Clerk's Office.

No documents will be released unless all fees have been paid for Work completed. The Client agrees that Nussbaumer will not be responsible for providing copies of records generated for this project in case of loss of records by fire, theft, or other causes. Copies of the finished product will be furnished upon payment of the cost of reproductions.

It is also agreed and understood that if Nussbaumer finds it necessary to take legal action for collection of any outstanding amounts due under this Agreement, the Client herein agrees to pay all costs of litigation, including legal fees, court costs, filing and/or recording fees as well as costs involving time spent in preparation for litigation and/or legal proceedings. Should legal proceedings be initiated, it is understood that all proceedings would take place in Erie County, New York. This Agreement, the Work, and any disputes relating to either the Agreement or the Work shall be governed by the laws of the State of New York, without regard to conflicts of law rules.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Nussbaumer under this Agreement will be the care and skill ordinarily used by members of the surveying and/or engineering profession(s) practicing under similar circumstances at the same time and in the same locality. Nussbaumer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the company.

Any opinions of probable project cost or probable construction cost provided by Nussbaumer are made based on information available to Nussbaumer and Nussbaumer's experience and qualifications; represents its judgment as an experienced and qualified professional engineer. However, since Nussbaumer has no control over the cost of labor, materials, equipment, services furnished by others, contractors methods of determining prices, competitive bidding, or market conditions. Nussbaumer does not guarantee that proposals, bids, actual project, or construction cost will not vary from opinions of probable cost Nussbaumer prepares.

Construction cost does not include Nussbaumer's compensation or expenses, the cost of land, rights of way, or compensation for properties. Construction cost also does not include Clients legal, accounting, or insurance services; or interest and financing charges incurred in connection with construction, or the cost of services provided by others.

INDEMNIFICATION

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Nussbaumer and its officers, directors, members, partners, agents, employees, and consultants, to Client and/or owner and anyone claiming by, through, or under Client and/or owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Work from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Nussbaumer or its officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Nussbaumer for the Work. Nussbaumer shall not be liable to the Client under any circumstances for indirect, special, incidental, or consequential damages, nor shall Nussbaumer be liable to the Client for lost revenue or profits of any nature or character.

To the fullest extent permitted by law, the Client agrees to indemnify and hold Nussbaumer, along with its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, and employees (collectively "Indemnitees") harmless from, against and for all claims by third parties ("Third-Party Claims"), which are caused by the negligence or willful misconduct of the Client or its employees, agents, consultants, or anyone acting by, through, on behalf of, or under the Client. Notwithstanding the foregoing or anything else in the Agreement, the Client's indemnification obligations do not apply to any Indemnitee for any portion of any Third-Party Claims caused by the negligence of such Indemnitee.

CLAIMS AND DISPUTES

All claims or disputes of any kind arising out of the relationship between Client and Nussbaumer shall be submitted to mediation prior to filing suit. All mediation shall be conducted under the Commercial Rules of the American Arbitration Association, with the mediation costs equally borne between the two parties. The language to be used in mediation shall be English. Any action filed between the parties shall be filed in the state or federal courts in and for Erie County, New York. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. If any part of this Agreement is found to conflict with applicable laws, such part shall be null and void, but the remainder of this Agreement shall be in full force and effect.

TERMINATION

The parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements concerning or relating to the Work other than as contained in the Agreement. All previous negotiations and agreements between the parties concerning or relating to the Work are merged into the Agreement. Modifications of the Agreement must be in writing, except to the extent that the invoice may include, and Client shall be obligated to pay, fees or expenses that were orally authorized to proceed promptly with the Work.

This Agreement, unless previously terminated by written notice, shall be terminated by completion of the Work. Termination before completion shall be accompanied by payment for Work completed to that date at per diem rates set forth in the attached hourly billing rates.

PROPOSAL PERIOD

This proposal shall be valid for a period of 30 days, after which Nussbaumer shall have the right to revise any portion thereof. It is also understood that fees quoted herein shall be subject to a 10% increase for those phases of Work not yet completed after a period of one year from date of authorization to proceed.



CORPORATE OFFICE
 3556 Lake Shore Road
 Suite 500
 Buffalo, NY 14219-1494
 Phone: (716) 827-8000
 Fax: (716) 826-7958

BRANCH OFFICES
 Lockport
 North Tonawanda
 East Aurora
 Canton

2026 HOURLY RATE SCHEDULE

Job Title	Hourly Rate
Principal Engineer/Surveyor	\$257.00
Senior Associate Engineer/Surveyor	\$210.00
Associate Engineer/Surveyor	\$180.00
Project Manager	\$170.00
Senior Project Engineer	\$160.00
Project Engineer	\$145.00
Engineer 2	\$124.00
Engineer 1	\$110.00
Senior CADD Designer	\$147.00
CADD Designer	\$125.00
CADD Technician	\$112.00
Engineering Technician	\$95.00
GIS Technician	\$95.00
Municipal Infrastructure Specialist	\$114.00
Renewable Energy Manager	\$195.00
Project Surveyor	\$145.00
Survey Technician 3	\$118.00
Survey Technician 2	\$102.00
Survey Technician 1	\$90.00
1 Person Survey Crew	\$180.00
1 Person Survey Crew (Prevailing Wage)	\$223.00
2 Person Survey Crew	\$210.00
2 Person Survey Crew (Prevailing Wage)	\$284.00
Transportation Manager	\$162.00
Construction Services Manager	\$175.00
Construction Administrator	\$145.00
Senior Construction Observer 1	\$135.00
Construction Observer 3	\$130.00
Construction Observer 2	\$125.00
Construction Observer 1	\$110.00
Grant Writer	\$95.00
Administrative Assistant	\$85.00
Testimony/Court Attendance (above rate for Job Classification - 4 Hour Minimum Charge)	

Fixed Costs

Mileage	at Current Federal Rate
Expenses such as Tolls, Copies, Printing	at Cost
Subconsultant or Third Party Expense	at Cost plus 10%

Rates are subject to increase January 1st of each calendar year.



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

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

IV.3

April 2, 2026

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

APR 07 2026

**Re: 2017-04: Intersection Improvements Payne Avenue/ Meadow Drive Contract
Award of Contract**

Dear Honorable Body:

On March 10, 2026, four (4) bids were received and opened by the City Clerk for the Intersection Improvements at Payne Avenue/Meadow Drive Contract. The results are as follows:

Total Base Bid:

- | | |
|---------------------------|-----------------------|
| 1. Milherst Construction | \$1,149,591.16 |
| 2. Nova Site | \$1,187,370.12 |
| 3. Millenium Construction | \$1,274,078.09 |
| 4. CATCO | \$1,671,069.70 |


There was also an alternate to the base bid that was received and opened by the City Clerk for the Intersection Improvements at Payne Avenue/Meadow Drive Contract. The results are as follows:

Add Alternate 1 – Sign Relocation:

- | | |
|---------------------------|--------------------|
| 5. Milherst Construction | \$15,000.00 |
| 6. Nova Site | \$33,431.00 |
| 7. Millenium Construction | \$25,000.00 |
| 8. CATCO | \$32,000.00 |

The Engineering Department with our design consultant, WSP, have reviewed the bid results and are recommending award of the Contract. Accordingly, I respectfully request that the Common Council award the Intersection Improvements at Payne Avenue/Meadow Drive Contract to Milherst Construction, 10025 County Road, Clarence Center, NY 14032, at their low Base Bid amount of **\$1,149,591.16**; authorizing the Mayor to sign said contract subject to review by the City Attorney.

Very truly yours,


Chelsea L. Spahr, PE
City Engineer

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CITY CLERK'S OFFICE**

CLS:cls

Cc: file
Edward Zebulski III, City Attorney
Jeffery Zellner, City Accountant
Augustine Taboni, PE, WSP
Jim Collins Jr., Milherst Construction

**2026 APR 2 AM 11:14
NORTH TONAWANDA NY**

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

VI.

APR 07 2026

April 2nd, 2026

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

Dear Honorable Body:

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

Accordingly, please authorize for payment the current Warrant of Claims for Common Council April 7th, 2026, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,


JEFFREY ZELLNER
CITY ACCOUNTANT

2026 APR 2 AM 10:30
NORTH TONAWANDA NY

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March 16th, 2026

Donna Braun

City Clerk/ Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

XVII

APR 07 2026

The March 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, N. Ferguson, M. Nalbone, Richard Hall and R. Brennan. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

1. Terrace parking permit at 654 Oliver St. requested 1 parking spot. The committee is in favor. There is plenty of room for a vehicle 11ft exactly.
2. Request from committee member Hall. He would like to see more handicap spaces in front of Figmor restaurant on Webster St. Currently there is only 1. Depending on the exact measurements we should be able to add 1 or 2 more. The committee is in favor.
3. Request from Neal Wagner, that Oakwood Terrace needs more enforcement or signage. Reason being locals have been using Oakwood as a cut through from high school/Sportsplex to get to Walck Rd. As vehicles use Oakwood they speed during certain times of the day. High School drop off, let off and sporting events. Member Frank will continue this investigation to get us a complete summary of exact speeds and accidents for a good month. The committee will then conclude to decide what needs to be done.
4. Member frank received a complaint regarding the railroad tracks were deteriorating at the intersection of Erie and Wurlitzer. Frank has contacted the railroad and hopefully repairs will be made.

The next Traffic Safety Meeting will be held on April 20th, 2026.

Travel safely!

Matthew R. Meisenburg

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2026 MAR 25 PM 1:28
NORTH TONAWANDA NY

XXV.1

APR 07 2026

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 2026 APR 1 AM 10:22
 NORTH TONAWANDA NY

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Minor Sales	Certified Copies - Marriage	31	300.00
		Ward Maps	2	2.00
			Sub-Total:	\$302.00
A1603	Misc. Fees	Birth Certificates	71	710.00
		Death Certificates	158	1,640.00
		Deaths Recorded	15	0.00
		Free Birth Certificates	1	0.00
		Geneology Birth	1	22.00
		Geneology Search	1	22.00
			Sub-Total:	\$2,394.00
A2110	Planning & Zoning Fees	Board of Appeals App.	2	100.00
		Terrace Park. Permit	2	10.00
			Sub-Total:	\$110.00
A2501	Minor Sales Permit Fees	Solicitors Permit - Yearly	2	50.00
		Chicken Permits	3	75.00
		Food Truck	1	100.00
			Sub-Total:	\$225.00
A2505	Marriage License Fee	Marriage License Fee	4	70.00
			Sub-Total:	\$70.00
A2506	Conservation	Conservation	10	23.06
			Sub-Total:	\$23.06
A2540	Racing & Wagering Fees	Bingo Proceeds	4	172.31
			Sub-Total:	\$172.31
A2542	Dog Licensing	Female, Spayed	93	837.00
		Female, Unspayed	7	119.00
		Male, Neutered	81	729.00
		Male, Unneutered	15	255.00
			Sub-Total:	\$1,940.00
AGEE	Trust & Agency	Tax Agreement	21	11,909.00
			Sub-Total:	\$11,909.00
AUTO	Clerical Misc	Auto Dealers Lic	1	100.00
			Sub-Total:	\$100.00
BKRP	Trust & Agency	Bankruptcy pymts	4	2,692.99
			Sub-Total:	\$2,692.99
BLDG	Clerical Misc	Building Permits	1	8,455.00
			Sub-Total:	\$8,455.00
BLUE	Trust & Agency	Health Insurance	28	9,818.58
			Sub-Total:	\$9,818.58
BOAT	Clerical Misc	Rec-Boat Launch Permit	2	76.00
			Sub-Total:	\$76.00

Account#	Account Description	Fee Description	Qty	Local Share
CCPL	Clerical Misc	Plumbing Lic Renew	1	2,000.00
			Sub-Total:	\$2,000.00
CNAL	Clerical Misc.	Canal Fest	1	8,000.00
			Sub-Total:	\$8,000.00
CNTP	Clerical Misc	County Tax Penalty	1	27.56
			Sub-Total:	\$27.56
COMM	Clerical Misc	Commissions	1	20.30
			Sub-Total:	\$20.30
COMP	Clerical Misc	Workmans Comp	2	9,724.61
			Sub-Total:	\$9,724.61
CONT	Clerical Misc	Clerk-Contractor Lic Fee	1	4,000.00
			Sub-Total:	\$4,000.00
CTPF	Clerical Misc	Bankruptcy Interest	4	1,602.70
			Sub-Total:	\$1,602.70
FINE	Clerical Misc	City Court Monthly Report	1	35,879.00
			Sub-Total:	\$35,879.00
FOOD	Trust & Agency	Market Food Stamps	1	2,470.00
			Sub-Total:	\$2,470.00
FRES	Clerical Misc	Fire Rescue Billing	4	712.72
			Sub-Total:	\$712.72
GASD	Clerical Misc	DPW-Gasoline Reimb	1	1,698.54
			Sub-Total:	\$1,698.54
GLFP	Clerical Misc	Golf Charges	5	14,167.51
			Sub-Total:	\$14,167.51
GLFR	Clerical Misc	Golf Concessions	1	281.49
			Sub-Total:	\$281.49
GMSC	Clerical Misc	General Misc.	5	14,146.62
			Sub-Total:	\$14,146.62
GRPM	Clerical Misc	Engineer - Grading Permit	1	120.00
			Sub-Total:	\$120.00
LEAS	Clerical Misc	Lease Agreements	1	12,000.00
			Sub-Total:	\$12,000.00
MARK	Trust & Agency	Marketing Fee	123	2,490.00
			Sub-Total:	\$2,490.00
MRKT	Clerical Misc	NT Market	132	49,540.00
			Sub-Total:	\$49,540.00
NTPD	Clerical Misc	Police Monthly Report	1	235.00
			Sub-Total:	\$235.00

Account#	Account Description	Fee Description	Qty	Local Share
PKPT	Clerical Misc	Rec-Park Permits	2	175.00
		Sub-Total:		\$175.00
PKTK	Clerical Misc	Parking Tickets	16	2,300.00
		Sub-Total:		\$2,300.00
PKTKW	Clerical Misc	Parking Tickets-Web	18	3,885.00
		Sub-Total:		\$3,885.00
PLPM	Clerical Misc	Plumbing Permits	1	3,110.00
		Sub-Total:		\$3,110.00
POL	Clerical Misc	Niagara County-Police	1	358.10
		Sub-Total:		\$358.10
RECH	Clerical Misc	Recreation Dept.Revenue	5	1,990.00
		Sub-Total:		\$1,990.00
RENT	Clerical Misc	Bldg. Rental Lic fees	1	4,550.00
		Sub-Total:		\$4,550.00
ROAD	Clerical Misc	Engineering-Road Cut	1	150.00
		Sub-Total:		\$150.00
SELC	Sewer	Sewer Cell Tower Utilities	2	14,739.70
		Sub-Total:		\$14,739.70
SRAP	Clerical Misc	DPW-Sale of Scrap	3	1,746.60
		Sub-Total:		\$1,746.60
SUTL	Sewer	Sewer Utilities	1	21,486.27
		Sub-Total:		\$21,486.27
TARP	Trust & Agency	Recreation Programs (91)	4	22,263.00
		Sub-Total:		\$22,263.00
TFEE	Treas Fee Copies	Lien Fees	7	620.50
		Return Check Charge	1	30.00
		Tax Search & Copies	4	830.50
		Sub-Total:		\$1,481.00
TYTH	Trust & Agency	Rec Youth Board (97)	5	3,643.03
		Sub-Total:		\$3,643.03
UTIL	Clerical Misc	Utilities Tax on Gross Income	17	133,754.14
		Sub-Total:		\$133,754.14
WTMT	Water	Water Meter Installation	3	975.00
		Sub-Total:		\$975.00

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$414,010.83
Amount paid to:	New York State Department of Health			90.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			240.00
Amount paid to:	NYS Environmental Conservation			1,306.94
Total State, County & Local Revenues:		\$415,647.77	Total Non-Local Revenues:	\$1,636.94

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 4/1/26
City Clerk-Treasurer Date

CFO. A.

Date: 3/4/26

APR 07 2026

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

Dear Hon. Body:

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

Thank you,

Sincerely,

Morgan E. Barone

Name: Morgan E. Barone

Address: 208 meadowbrook Dr
N. Tonawanda, NY 14120

2026 MAR 17 AM 11:03
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

Date:

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

Dear Hon. Body:

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

Thank you,

Sincerely,

Annette M. Mesler

Name: *Annette M. Mesler*

Address: *44 W. Jesella Dr
N. Tonawanda, NY 14120*

RECEIVED
CITY CLERK'S OFFICE

2026 MAR 17 AM 11:03
NORTH TONAWANDA NY

Date:

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

Dear Hon. Body:

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

Thank you,

Sincerely,



Name: David E. Mesler

Address: 444 W. Sesella Dr
N. Tonawanda, NY 14120

2026 MAR 17 AM 11:03
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE



Columbia Hook & Ladder Co., No. 1, Inc.

Established 1876

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

CFO B

(716) 695-1740
CHL_1_1876@hotmail.com

APR 07 2026

February 27th 2026

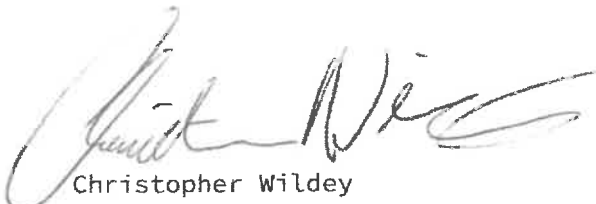
Dear Neighbor,

Columbia Hook & Ladder Fire Company No. 1 is Turning 150 years old this year. We are reaching out to you as we are planning a community block party event in front of our Hall on Columbia Drive. We are currently working with the city to give us permission to close down the road similarly to the way it was for canal fest last year. We are planning this event for Saturday June 6th 2026, However the closure would be in place from Friday evening June 5th to Sunday morning/afternoon June 7th.

As one of our neighbors we wanted to give you advanced notice and the opportunity to reach out to us with any questions, comments, or concerns you may have related to this closure. We value all of our fellow community members and hope this will not cause much of an inconvenience and encourage all of our neighbors to stop by and help us celebrate this momentous occasion.

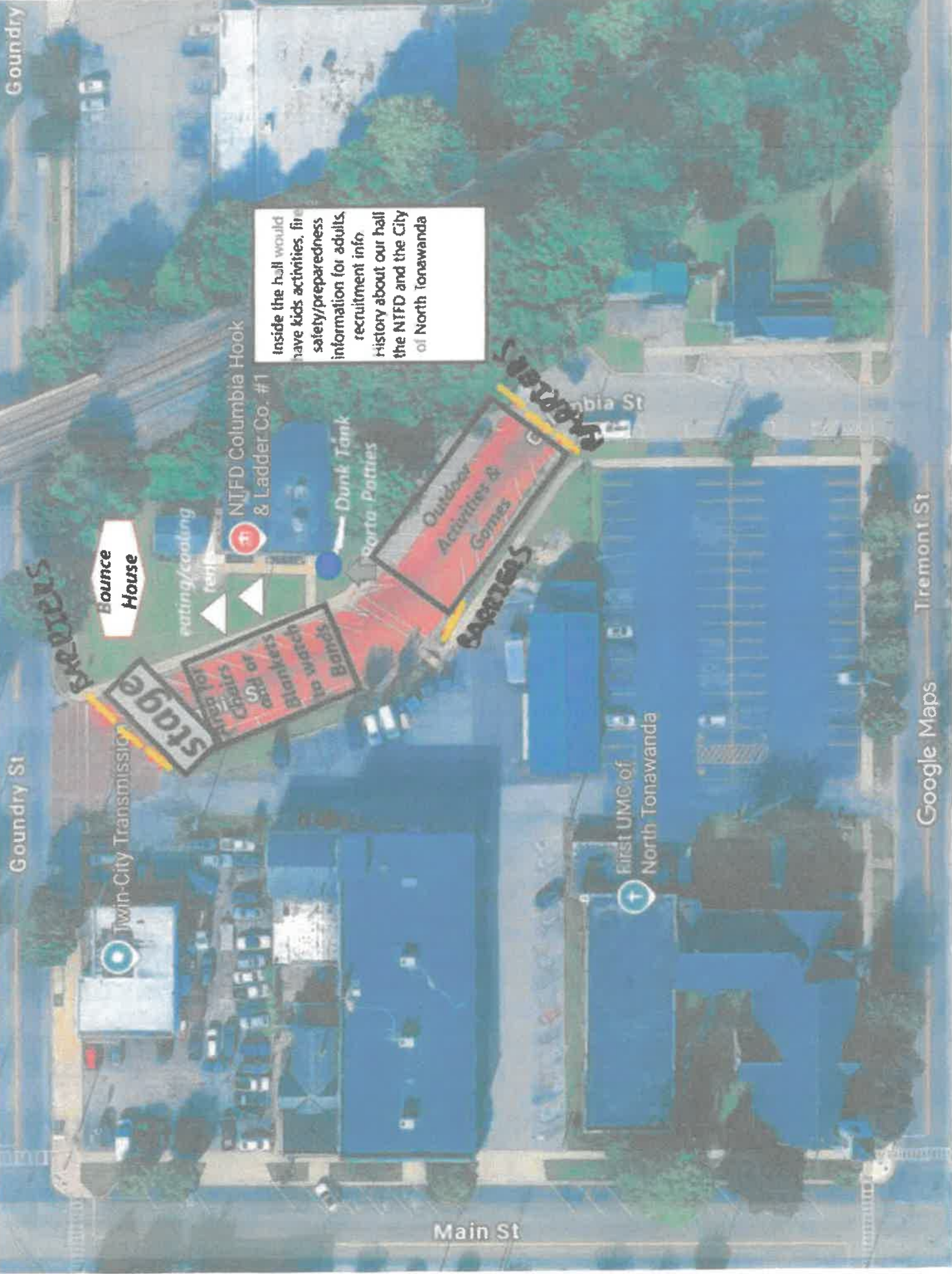
Sincerely,

Your Neighbors at Columbia Hook & Ladder Co. No. 1


Christopher Wildey
President.

RECEIVED
CITY CLERK'S OFFICE

2026 MAR 17 AM 9:15
NORTH TONAWANDA NY



Inside the hall would have kids activities, fire safety/preparedness information for adults, recruitment info, history about our hall the NITFD and the City of North Tonawanda

Bounce House

Stage
Area for chairs and blankets for watch Bands
Blankets and chairs for NITFD

Outdoor Activities & Games

Dunk Tank
Porto Potties

NITFD Columbia Hook & Ladder Co. #1

First UMC of North Tonawanda

Goundry

Goundry St

Twin-City Transmission

Main St

Columbia St

Tremont St

Google Maps

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

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



Established 1876

March 20, 2026

CFD C.
APR 07 2026

Honorable Austin Tylex, Mayor
Honorable Common Council
c/o City Clerk
216 Payne Ave.
North Tonawanda, NY 14120

Re: Volunteer Firefighter Exemptions

Dear Council and Mayor:

The members of COLUMBIA HOOK & LADDER CO. No.1, Inc., respectfully request:

a 50-year Volunteer Firefighter Exemption be granted to, and the Certificate prepared for:

CRAIG T. SMITH

He joined the fire company December 3, 1975.

a 25-year Volunteer Firefighter Exemption be granted to, and the Certificate prepared for:

JAMES W. KUPIEC, JR.

He joined the fire company November 1, 2000.

a 25-year Volunteer Firefighter Exemption be granted to, and the Certificate prepared for:

ANGEL L. LEE

She joined the fire company December 6, 2000.

Thank you.

Very truly yours,
COLUMBIA HOOK & LADDER CO. No. 1, INC.

David L. Evans
Recording Secretary

RECEIVED
CITY CLERK'S OFFICE

2026 MAR 24 AM 8:36
NORTH TONAWANDA NY



CFO. D

3/17/2026
Common Council
City Hall-Main Floor
216 Payne Avenue
North Tonawanda, NY 14120

APR 07 2026

Greetings Common Council Members,

The Herschell Carrousel Factory Museum is asking the council to approve the use of public facilities and the closing of a public street for the sixth annual Classics at the Carrousel fundraiser car show Saturday, July 11th from 11am-3pm. The museum is seeking the use of Heritage Park and Felton Field and closing Thompson Street from Lincoln Avenue to Vandervoort Street for the duration of the event.

This will be the sixth edition of the Classics at the Carrousel Car Show, and the third year asking for the closure of the street. The closing of the street offers the public a safer venue to view all of the vehicles located in Heritage Park and Felton Field. Last year we received 87 vehicles for the event, and are expecting over 100 this year. By closing the street to only local traffic, we created a safer environment for the public visiting the event. We are seeking barriers from the Department of Public Works and Auxiliary Police to man these barriers during the event (11am-3pm). After approval, I will work with these groups for the event.

The Classics at the Carrousel is a large fundraising event for the museum, raising over \$6,000 last year. The event includes: a car show with prizes, music, a cash raffle, a basket raffle, and food. The event is free to the public to attend, and it is \$20 per vehicle to participate in the show. Last year's attendance was approximately 600 people. We expect similar crowds for this year's event. Neighbors have been informed of previous iterations, and only have parking concerns. The museum will continue to place signs up at the parking spots on Heritage Park and Lincoln Avenue, stating it is not event parking. We already have an agreement with Monarch Kitchen Design to use their parking lot for visitor parking on the day of the event. With these plans in place, we are confident that the event will be a successful event for the public, the museum, and the city.

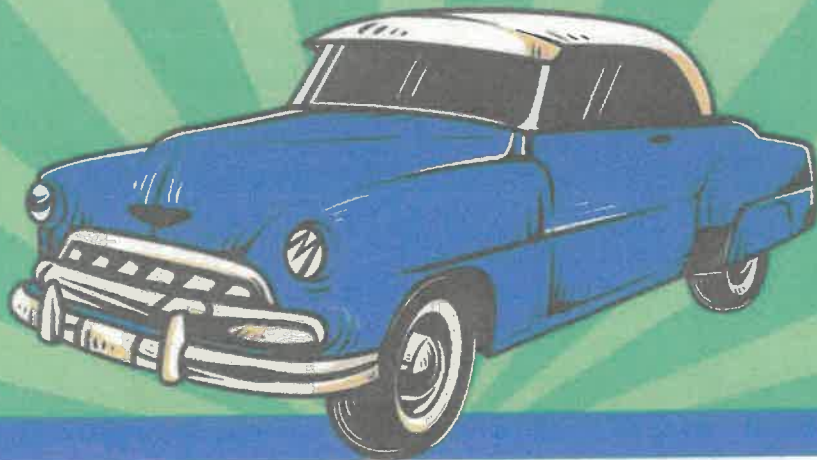
Sincerely,

Ian K. Seppala

2026 MAR 18 AM 11:06
NORTH TONAWANDA NY



CLASSICS AT THE CARROUSEL



SPONSORED BY

ROSS SERVICE STATION

LOCATED AT

**HERSCHELL CARROUSEL
FACTORY MUSEUM**

180 THOMPSON STREET
NORTH TONAWANDA, N.Y. 14120

JULY 11 2026

11:00AM - 3:00PM

**\$20
REGISTRATION**

**INCLUDES MUSEUM
ADMISSION & RIDE,
GOODIE BAG FOR
FIRST 100**

**ALL PROCEEDS BENEFIT THE
HERSCHELL CARROUSEL
FACTORY MUSEUM
WWW.CARROUSELMUSEUM.ORG**

**AWARDS AND
RAFFLE AT
2PM**

**FOOD · 50/50 ·
BASKET RAFFLE
· MUSIC & MORE**

Sweeney Hose Company, Inc. No. 7

130 Years of Dedication and Service

1894-2024

P.O. Box 30 • 499 Zimmerman Street

• 716-694-0777

• North Tonawanda, New York, 14120-0030



CFO.E

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

March 21, 2026

APR 07 2026

Dear Mrs. Brawn and Honorable Council,

The following individuals are no longer members of the Sweeney Hose Company #7 as of the company meeting on March 2nd, 2026. Please update the official roster kept within the City of North Tonawanda Records.

- Jonathan Hacker

Sincerely,

Daniel D. Schmidt
Sweeney Hose Company #7 Secretary

2026 MAR 24 AM 8:29
NORTH TONAWANDA NY
RECEIVED
CITY CLERK'S OFFICE

CFO. F.

Re: Sweeney Hose Annual Instillation of Officers and Service Awards for 2026

From Dan Schmidt <secretary@sweeneyhose.org>
Date Sat 3/28/2026 12:55 PM
To Lori Swartz <LSwartz@northtonawanda.gov>

APR 07 2026

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Lori,

I made a mistake on the last email and only sent over the active members of the company and did not include our exempt members, please see below for the updated list:

Ribis	Stephen	3/2/2020	Active	5
Kozlowski	Julie	9/14/2015	Social	10
Mohr	Donald	3/2/2015	Honorary	10
Ortt	Robert	2/21/2015	Honorary	10
Zadzilka	Erik	2/21/2015	Honorary	10
Conklin	Richard (Kenny)	6/5/2005	Exempt	20
Berecz	Timothy	12/4/2000	Active Exempt	25
Yaminski	Edward	12/4/2000	Active Exempt	25
Demmin	Andrew	2/7/2000	Exempt	25
Ortiz	Edwin	12/4/1995	Life Member	30
Borton	Jason	5/7/1990	Life Member	35
Zupo	Joseph	6/3/1985	Life Member	40
Dumansky	Francis	2/2/1985	Life Member	40
Narby	Robert	7/7/1975	Life Member	50
Frys	Gerald	4/7/1975	Life Member	50
Forkey	Ernest	5/1/1970	Life Member	60

Thank you,

Daniel D. Schmidt
Sweeney Hose Fire Company #7 Secretary

From: Dan Schmidt <secretary@sweeneyhose.org>
Sent: Saturday, March 21, 2026 11:20 AM
To: Lori Swartz <lswartz@northtonawanda.org>
Subject: Sweeney Hose Annual Instillation of Officers and Service Awards for 2026

Good Morning,

Please see below for the list of active members of Sweeney Hose Volunteer Fire Company #7 that will be honored at the 2026 Annual Dinner on April 18th, 2026. As in the past the city has printed certificates for presentation at our annual dinner and instillation of officer's dinner for our active members.

- Stephen Ribis - 5 Years of Active Service
- Timothy Berez - 25 Years of Active Service
- Edward Yaminski - 25 Years of Active Service

Thank you,

Daniel D. Schmidt
Sweeney Hose Fire Company #7 Secretary

CFO G.



APR 07 2026

March 18th, 2026

Mayor Tylec and Common Council Members
City Hall – Main Floor
216 Payne Ave
North Tonawanda, NY 14120

Dear Mayor Tylec and North Tonawanda Common Council,

We are requesting approval for Platter's Chocolate Factory to hold our annual Sponge Candy 5K Race on September 19th, 2026. We are thrilled to host again this year as it will be the 9th race, we are able to bring to North Tonawanda. We are hoping the sanctioned course route can be the same as in years prior, additionally the race start time of 3:00pm.

The Sponge Candy 5K has become a tradition for our community, allowing for residents, volunteers and race participants to enjoy a fun filled day while giving back to non-profits. Over the last eight races, Platter's Chocolate Factory and the community have raised over \$70,000! Together we have donated to the Samaritan's Purse Disaster Relief fund, Olivia's Bears, Joyful Rescues, to Special Olympics New York, Niagara Hospice, Tri-Community Ambulance Service. This year our plan is to partner with and donate to Diamonds in the Ruff Animal Rescue, an organization chosen by team members of Platter's Chocolate Factory.

Previously, at the Council's request, we started early and put signs throughout the neighborhood along with door flyers. This worked out very well and upon approval we will start immediately to post on social media, place signage at Platter's Chocolate Factory, and two to three weeks before the race, canvas the neighborhood with signage.

I am seeking approval for the race, so we begin planning. Please contact me with any questions. Thank you for your consideration and support.

Sincerely,

A handwritten signature in black ink that reads "Sydney Watters". The signature is fluid and cursive.

Sydney Watters
Operations Coordinator
Platter's Chocolate Factory

2026 MAR 26 PM 1:13
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE