

# 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

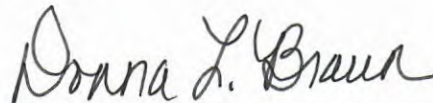
**June 15, 2023**

**The following meetings have been scheduled for TUESDAY, JUNE 20, 2023:**

**6:15PM Common Council Meeting Discussion**

**6:30 PM Common Council Meeting in the Common Council Chambers**

**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, JUNE 20, 2023 6:30PM**

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

**COMMUNICATIONS FROM CITY OFFICIALS**

**I. Mayor - Re: Appointment of Jeffrey Zellner as the City Accountant for the City of North Tonawanda**

**II.1 Attorney - Re: Approval to Abandon the Alley between 7<sup>th</sup> and 8<sup>th</sup> Avenue**

**II.2 Attorney - Re: Renewal Agreement between NYS Unified Court System and City of North Tonawanda for Cleaning and Maintenance of Court Facilities**

**VII. Accountant - Re: Payment of the Abstract of Claims Dated June 20, 2023**

**XXV. Monthly Reports**

**.1 Senior Citizen Center      .2 Clerk-Treasurer      .3 Police Department**

**XXXII. Dir. Community Development Re: Approval to hold a Public Hearing in the Common Council Chambers to discuss CDBG activities and the potential application**

**Respectfully submitted,**



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

CITY OF NORTH TONAWANDA

*Office of the Mayor*

AUSTIN J. TYLEC

I  
JUN 20 2023

June 13, 2023

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

Re: Appointment of City Accountant

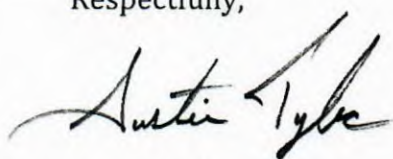
Dear Honorable Body:

Please receive and file the following notice that the Civil Service Certified Eligible List has been received for the North Tonawanda City Accountant position.

Jeffrey Zellner currently holds the position on a provisional basis and has successfully passed the Civil Service exam. Therefore, I am appointing Jeffrey Zellner as City Accountant with a 6-Month Probationary Period effective July 1, 2023.

Thank you for your attention and Congratulations to Mr. Zellner!

Respectfully,



Austin Tylec  
Mayor

2023 JUN 14 AM 11:59  
NORTH TONAWANDA NY


RECEIVED  
CITY CLERK'S OFFICE

# City of North Tonawanda

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

EDWARD A. ZEBULSKE, III  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

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

**JUN 20 2023**

June 14, 20213

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

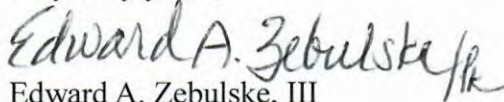
RE: Abandoned Alley Between 7<sup>th</sup> and 8<sup>th</sup> Avenues

Dear Honorable Body:

As you may know the City of North Tonawanda has proposed abandoning the above-referenced alleyway to the adjacent property owners. After contacting them in writing, the following adjacent property owners have agreed to the property split (approximately 6 ft. each): North Tonawanda History Museum, Rueben Hand, Carl Dabek, CJM NT Real Estate, and Dean Robideau.

Should your Honorable Body concur, please pass a resolution to move forward/facilitate the alleyway split to the adjacent property owners, subject to further review by the City Attorney.

Very truly yours,

  
Edward A. Zebulske, III  
City Attorney

EAZ/lk  
Att.

cc: Donna Braun, City Clerk-Treasurer

RECEIVED  
CITY CLERK'S OFFICE

2023 JUN 14 PM 3:41  
NORTH TONAWANDA NY

# City of North Tonawanda

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

EDWARD A. ZEBULSKE, III  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

II.2

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

**JUN 20 2023**

June 15, 2023

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

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

Dear Honorable Body:

Attached is a proposed renewal agreement between the New York State Unified Court System and the City of North Tonawanda to allow for reimbursement to the City for cleaning and maintenance of our court facilities. This is a renewal of a five-year lease (2023-28), and covers the first year of the 5-year term, retroactive to April 1, 2023.

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

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

Very truly yours,

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

EAZ/lk  
Att.

RECEIVED  
CITY CLERK'S OFFICE

2023 JUN 15 PM 12:36  
NORTH TONAWANDA NY

**AGREEMENT BETWEEN THE  
NEW YORK STATE UNIFIED COURT SYSTEM**

**AND**

The City of North Tonawanda

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

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

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the North Tonawanda City Courthouse ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2023**, for a maximum of five (5) years through **March 31, 2028**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2023 and** terminate on **March 31, 2024**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

## II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.



III. **SCOPE OF SERVICES**

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. **AUDITING OF BOOKS**

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. **NOTICES**

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Unified Court System

8th District Administrative Office  
92 Franklin Street - 3rd Floor  
Buffalo, NY 14202

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.



D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300576

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality  
City of North Tonawanda

For: NEW YORK STATE  
UNIFIED COURT SYSTEM

\_\_\_\_\_  
Name

Title:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Maureen McAlary, Director

Division of Financial Management

Dated: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF NEW YORK     )  
  )SS:  
COUNTY OF Niagara     )

On this \_\_\_ day of \_\_\_\_\_ 2023, before me personally came \_\_\_\_\_  
to me known, who, being by me duly sworn, did depose and say that she/he resides in  
\_\_\_\_\_, that she/he is the  
\_\_\_\_\_, of the municipality described in and which executed the above  
instrument; and that she/he is duly authorized by the governing body of said municipality to sign  
her/his name thereto.

\_\_\_\_\_  
**NOTARY PUBLIC**

**Unified Court System**

**Court Cleaning and Minor Repairs Proposed Budget Form**

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

State Fiscal Year: April 1, 2023-March 31, 2024

Name of County or City: City of North Tonawanda

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Building Net Usable Square Feet	Total Net Usable Sq. Ft.	Court Spaces to be Cleaned and Repaired Pursuant to this Budget Court Related	Aid Eligible Percentage
City Hall 216 Payne Ave	Owned	40,544	7,049		17%
Combined		40,544	7,049		17%

Note: Divide Court SF by Total SF for percent

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

**1 Cleaning Costs:**  
**1(a) Service Contracts**

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

**1(b) Local Payroll**

No. of Positions	Building	Annual Wages	Fringe Benefits	Total		Aid Eligible Percentage	Budget Request
				Personal Service Costs	Costs		
2	City Hall	\$31,200	\$0	\$62,400		17%	\$10,608
1	City Hall	\$56,347	\$33,189	\$89,536		17%	\$15,221
9							
10							
11							
12							
<b>1(b) Subtotal:</b>							<b>\$25,829</b>

**1(c) Supplies and Equipment**

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
Supplies	City Hall	1	\$70,000	17%	\$11,900
14					
15					
16					
17					
18					
<b>1(c) Subtotal:</b>					<b>\$11,900</b>

**1(d) - Total Cleaning Costs (1a+1b+1c):**

**\$37,729**

2 Trash Removal and Disposal  
2(a) Trash Removal

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

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24						
25						
26						
27						
28						
<b>2(b) Total:</b>						<b>\$0</b>

**2(c) - Total Trash Removal & Disposal (2a+2b):** **2(c)** **\$0**

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

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

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

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

**3(c) Filter Changing - Filters Only**

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
42					
43					
44					
45					
46					
<b>3(c) Subtotal:</b>					<b>\$0</b>

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

**4 GRAND TOTAL - ALL "CLEANING COSTS":** **Grand Total Boxes 1d + 2c + 3d:** **4** **\$37,729**

5 Proposed "Tenant" Work

Use the following codes:

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

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	F	REMOVE PANELING				\$20,000	\$20,000	100%	\$20,000
48	F	BUILD MAG STATIO				\$40,000	\$40,000	100%	\$40,000
49									
50									
51									
52									
53									
54									
55									
56									
57									
								Total (5):	\$60,000

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

Total (4+5) 6: **\$97,729**



7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring
- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Work Performed	Building	Contract		Budget Request
				Amounts for Budget Period	Aid Eligible Percentage	
58	Schindler	Elevator Maint.	City Hall	\$7,000	17%	\$1,190
59	U&S Services	HVAC	City Hall	\$22,000	17%	\$3,740
60	Huron Sprinklers	Sprinkler System	City Hall	\$6,500	17%	\$1,105
61	ATI Services	Fire Alarm Testing	City Hall	\$11,000	17%	\$1,870
62						
63						
64						
65						
66						
67						
68						
7(a) Subtotal:						\$7,905

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request	
							69
70	1	City Hall	\$48,693	\$28,680	\$77,373	17%	\$13,153
71	1	City Hall	\$58,649	\$34,544	\$93,193	17%	\$15,843
72							
73							
74							
75							
76							
7(b) Subtotal:						\$49,754	

**7(c) Supplies and Equipment**

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

**7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c)**      **7(d):**      **\$57,659**

**8 Total - Building and Property Maintenance Costs:**      **8**      **\$57,659**

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

**10 Total Proposed Direct Costs (Item 6 + Item 9):**      **10**      **\$112,144**

**11 Overhead Costs (Item 10 x .05):**      **11**      **\$5,607**

**12 Total Proposed Contract Amount (Item 10 + Item 11):**      **12**      **\$117,751**

**13 Local Government Certification:**

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

<b>Name:</b>	Jeffrey Zellner
<b>Title:</b>	City Accountant
<b>Signature:</b>	

<b>County or City:</b>	North Tonawanda
<b>Address:</b>	216 Payne Ave

Date:

Phone:

716695-8545



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



JUN 20 2023

June 14<sup>th</sup>, 2023

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 audit, dated June 20th, 2023, 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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2023 JUN 14 PM 3:27  
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



[www.ntparksrec.com](http://www.ntparksrec.com)

June 5, 2023

JUN 20 2023

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

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of May 2023

**Senior Center's Total Monthly Services      2,107**

**Unduplicated      751**

**Duplicated      1,356**

Please note: We also sponsor a "Little Free Food Pantry" and a "Little Library" both of these are available to the public 24/7 and is not included in this monthly count.

Sincerely,

Pamela A. Hogan

Recreation & Senior Coordinator

2023 JUN 5 PM2:01  
NORTH TONAWANDA NY

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

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

# City of North Tonawanda

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

XXV.2

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

6/9/2023

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

Dear Sirs:

The status of the City of North Tonawanda accounts is reflected by this cash statement for the month of MAY 2023.

**JUN 20 2023**  
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2023 JUN 9 PM 3:38  
NORTH TONAWANDA NY

## General Fund

Balance Fwd - Checking	7,153,269.18
Balance Fwd - Money Market	516,143.11
Investments	(7,000,000.00)
Receipts for the month	13,072,220.57
Warrants Drawn	(4,930,683.07)
	<u>\$8,810,949.79</u>

## Sewer Fund

Balance Fwd - Checking	73,507.94
Balance Fwd - Money Market	11,124.75
Investments	0.00
Receipts for the month	444,582.76
Warrants Drawn	(515,911.98)
	<u>\$13,303.47</u>

## Water Fund

Balance Fwd - Checking	1,025,933.14
Balance Fwd - Money Market	1,244,854.88
Investments	0.00
Receipts for the month	269,217.52
Warrants Drawn	(273,157.97)
	<u>\$2,266,847.57</u>

## Trust & Agency Fund

Balance Fwd - Checking	496,071.07
Receipts for the month	101,465.03
Warrants Drawn	(29,027.39)
	<u>\$568,508.71</u>

## Capital Construction Fund

Balance Fwd - Checking	4,153,683.19
Balance Fwd - Money Market	1,038,108.08
Investments	0.00
Receipts for the month	8,354,802.69
Warrants Drawn	(8,823,190.32)
	<hr/>
	\$4,723,403.64

## Community Development Fund

Balance Fwd - Checking	410,338.50
Receipts for the month	0.00
Warrants Drawn	(91,934.59)
	<hr/>
	\$318,403.91

## Rental Assistance Fund

Balance Fwd - Checking	0.00
Receipts for the month	301,788.00
Warrants Drawn	(301,788.00)
	<hr/>
	\$0.00

## Housing Rehabilitation Fund

Balance Fwd	1,477.76
Receipts for the month	0.63
Warrants Drawn	0.00
	<hr/>
	\$1,478.39

## 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





Department of Police

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

XXV. 3

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

**JUN 20 2023**

June 15, 2023

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

Dear Sirs,

Please find the attached Summary of Police Activities Report, the Summary of Criminal Activities Report, and the V&T Report for the month of May 2023.

Respectfully Submitted,

Keith T. Glass  
Chief of Police

cc: Joe Loncar  
cc: Robert Schmigel  
cc: Frank DiBernardo  
cc: Joseph Lavey Jr.  
cc: Joe Marranta  
KTG/as

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2023 JUN 15 AM 9:08  
NORTH TONAWANDA NY

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF MAY 2023
---

CRIMINAL

Complaints received and investigated	100
Complaints cleared by arrest or exceptional clearance	76
Complaints ruled unfounded	0
Number of males arrested	0
under 18:	0
over 18:	25
Number of females arrested	8
under 18:	0
over 18:	8
Arrests for other authorities	0
Failure to Appear/Violation of Probation Warrant Arrests	25
Above complaints cleared by J.A.B.	6
Complaints cleared by J.A.B. from previous months	3

TRAFFIC

Traffic summonses issued	1319
DWI arrests	15
Parking tags issued	74

MISCELLANEOUS

Miscellaneous service	2,680
Incident reports	123
Vehicle accidents	46
Vehicle accidents (fatal)	0
Vehicle stops	1180
Police escorts	1
Prisoner meals	100
Mug shots taken	30
Fingerprints taken	30
Persons missing and located	2
Automobiles stolen	1
Automobiles recovered	1
Automobiles recovered for other authorities	0
Record check fees	\$75.00
Photocopy fees	\$4.00
Fingerprint fees	\$0.00
Fines collected	\$61,504.50
Value of property damaged	\$6,680.00
Value of property stolen	\$42,047.10
Value of property recovered	\$18,450.00

Respectfully submitted,



Keith T. Glass  
Chief of Police

KTG/as

NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF MAY 2023
---

CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>	<u>COMPLAINTS</u>		
	Received	Cleared	Unfounded
AGG. ASSAULT	2	1	
ALL OTHER OFFENSES	21	12	
ARSON	0	0	
BURGLARY	3	0	
COERCION	0	0	
CRIMINAL MISCHIEF	10	4	
CRIM POSS WEAPON	3	2	
DIS CON/HARASS	20	19	
DRUG OFFENSES	11	3	
EMBEZZLEMENT	0	0	
FAILURE TO APPEAR	25	25	
FORGERY	0	0	
FRAUD (ID THEFT)	2	0	
LARCENY	17	0	
LEAVING THE SCENE	6	2	
MURDER	0	0	
RAPE	0	0	
ROBBERY	0	0	
SEXUAL OFFENSES	2	0	
SIMPLE ASSAULT	2	1	
STOLEN PROPERTY	1	0	
UNAUTH USE M/V	0	1	
VIOL OF PROBATION	0	0	
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		6	
<b>TOTALS</b>	<b>125</b>	<b>76</b>	<b>0</b>
<b># OF ABOVE COMPLAINTS CLEARED BY JAB</b>		<b>6</b>	
<b># CLEARED BY JAB FROM PREV MONTHS</b>		<b>3</b>	

V & T REPORT FOR THE MONTH OF MAY 2023

TRAFFIC INFRACTIONS:	
SPEEDING	547
REDLIGHT VIOLATION	39
STOP SIGN VIOLATION	161
NO REGISTRATION	37
NO LICENSE	25
FAULTY EQUIPMENT	44
NO INSPECTION	89
FAILED TO YIELD RIGHT OF WAY	12
SEAT BEAT VIOLATION	65
NO INSURANCE	5
LICENSE PLATE VIOLATION	12
IMPROPER TURN	8
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	2
FAILED TO KEEP RIGHT	0
LEAVING SCENE OF INCIDENT	2
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	0
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	0
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	3
UNSAFE BACKING	4
MISCELLANEOUS	<u>178</u>
TOTAL	<u>1233</u>

TRAFFIC MISDEMEANORS:	
DWI	14
OPERATING WHLE REGIS. SUSPENDED/REVOKED	12
AGGRAVATED UNLICENSED OPER 3RD	34
AGGRAVATED UNLICENSED OPER 2ND	11
RECKLESS DRIVING	0
LEAVING SCENE INJURY ACCIDENT	0
DISPLAY FORGED CERTIFICATE W/O INSPECTION	1
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	1
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	8
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	1
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	<u>0</u>
TOTAL	<u>82</u>

TRAFFIC FELONIES:	
AGGRAVATED UNLICENSED OPERATION 1ST	1
AGGRAVATED DWI/CHILD IN VEHICLE	1
OPERATE MV .08 OF 1% OR MORE ALC-PRIOR CONV DESIG	0
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	2
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	0
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	0
LEAVING SCENE ACCIDENT RESULTING IN SERIOUS INJURY	<u>0</u>
TOTAL	<u>4</u>

FINES:	(CITY IMPOSED)	
	TRAFFIC	\$59,334.50
	PENAL LAW	\$0.00
	CITY ORDINANCE	\$0.00
	BAIL FORFEITURE	\$0.00
	PARKING TAGS	<u>\$2,170.00</u>
	TOTAL	<u>\$61,504.50</u>

MUG SHOTS: 38      PARKING TAGS: 74      MEAL TICKETS: 100



# City of North Tonawanda

Department of Community Development  
500 Wheatfield Street  
North Tonawanda, New York 14120  
716-695-8580  
716-614-0519 (fax)

XXXII

JUN 20 2023

June 6<sup>th</sup>, 2023

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

Re: Community Development Block Grant Program – Request for Public Hearing

Dear Honorable Body,

In consideration of a possible application to the New York State Office of Community Renewal Community Development Block Grant Single Family Housing Rehabilitation Program, per CDBG regulations, the City of North Tonawanda is required to hold a public meeting to discuss CDBG activities and the potential application. 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 Single Family Housing Rehabilitation program to be held on **July 11<sup>th</sup>, 2023 at 6:00pm** in the Common Council chambers immediately preceding the regularly scheduled Common Council workshop meeting.

Thank you for your time and consideration.

Kindest regards,

Laura Wilson  
Director

2023 JUN 6 PM 1:07  
NORTH TONAWANDA NY

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