

**REGULAR TOWN BOARD MEETING
PUBLIC HEARING LOCAL LAW 4-2026**

August 24, 2026 6:00 PM

ZOOM

<https://us02web.zoom.us/j/86751353648?pwd=NOWKZnRTPkhhfdgrgvSsbodAx2SmLm.1>

Meeting ID: 867 5135 3648

Passcode: 330480

AGENDA

PLEDGE OF ALLEGIANCE / SILENT REFLECTION

PUBLIC HEARING LOCAL LAW 4-2026

“A Local Law Imposing a Moratorium on the Placement, Installation, Use, Storage, and Occupancy of Shipping Containers within the Town of Lewiston, Niagara County, New York.”

AGENDA APPROVAL

RESIDENT STATEMENTS

APPROVAL OF MINUTES 7/27/2026 RTBM

ABSTRACT OF CLAIMS Councilman Burg

DEPARTMENT HEAD STATEMENTS

Clerk's Office – Postage Machine Lease Renewal / Door Key Fob Bids / Uniform Contract

OLD/PENDING BUSINESS

NEW BUSINESS

SUPERVISOR BRODERICK

- 1) Liaison Report
 - a. Sewer Forgiveness – Irving Drive
 - b. Court Officers Pay Increase
- 2) Legal
 - a. Undertaking for benefit of NYS DOT
 - b. Saunders Settlement Road/Garlow Road Property Contract
- 3) Engineering
- 4) Finance
 - a. Budget Revisions

COUNCILMAN BURG

- 1) Liaison Report
 - a. Police Hires – Full Time

COUNCILMAN MORREALE

- 1) Liaison Report
 - a. National Grid Agreement & Bill of Sale

b. Sewer Forgiveness-- Pool Credit

COUNCILMAN MYERS

1) Liaison Report

COUNCILWOMAN WAECHTER

1) Liaison Report

RESIDENT STATEMENTS

Upcoming Boards/Commission meetings

Historic Preservation	September 8	5:45 P.M.
Zoning Board	September 10	6:00 P.M
Town Work Session	September 14	6:00 P.M.
Planning Board	September 17	6:30 P.M
Town Board Meeting	September 28	6:00 P.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/86751353648?pwd=NOWKZnRTPkhfdgrgvSsbodAx2SmLm.1>

Meeting ID: 867 5135 3648

Passcode: 330480

One tap mobile

+16465588656,,86751353648#,,,,*330480# US (New York)

+16469313860,,86751353648#,,,,*330480# US

Join instructions

https://us02web.zoom.us/join/86751353648/invitations?signature=wH4Hwm4eMDHMT38pev-1_W8VXGXWER8gJjfhFRZLKkc

LOCAL LAW NO. 4 OF THE YEAR 2026

A LOCAL LAW IMPOSING A MORATORIUM ON THE PLACEMENT, INSTALLATION, USE, STORAGE, AND OCCUPANCY OF SHIPPING CONTAINERS WITHIN THE TOWN OF LEWISTON, NIAGARA COUNTY, NEW YORK

BE IT ENACTED by the Town Board of the Town of Lewiston, Niagara County, New York, as follows:

SECTION 1. TITLE

This Local Law shall be known and may be cited as the "Town of Lewiston Shipping Container Moratorium Law of 2026."

SECTION 2. AUTHORITY

This Local Law is enacted pursuant to the authority granted to the Town of Lewiston by:

- (a) Article 2, Section 10 of the New York State Municipal Home Rule Law, authorizing towns to adopt local laws relating to the protection and enhancement of their physical and visual environment and the safety, health and well-being of persons or property therein;
- (b) New York Town Law § 261 et seq., authorizing the Town Board to adopt and amend zoning regulations;
- (c) New York Town Law § 130, authorizing the Town Board to adopt ordinances, rules, and regulations for the preservation of public health, safety, and welfare;
- (d) The State Environmental Quality Review Act (SEQRA), Environmental Conservation Law Article 8, and its implementing regulations at 6 NYCRR Part 617; and
- (e) The New York State Constitution, Article IX.

SECTION 3. LEGISLATIVE FINDINGS AND PURPOSE

The Town Board of the Town of Lewiston hereby finds and declares as follows:

- (a) That shipping containers are increasingly being placed on properties throughout the Town without benefit of comprehensive zoning standards governing their location, appearance, number, setbacks, screening, occupancy, utility connections, or compatibility with surrounding uses. The Town Board further finds that the temporary suspension of new approvals is necessary to preserve the status quo while permanent land use regulations are studied and adopted in furtherance of the public health, safety, and welfare.
- (b) It is the purpose of this legislation to temporarily suspend approvals for shipping containers while the Town reviews and adopts appropriate modifications to its comprehensive zoning regulations.

SECTION 4. DEFINITIONS

As used in this Local Law, the following terms shall have the meanings indicated:

"Shipping Container" — A reusable vessel that is originally, specifically, or formerly designed for or used in the packing, shipping, movement, or transportation of freight, articles, goods, or commodities and is also designed for or capable of being mounted or moved on a rail car, truck trailer, or loaded on a ship, whether new or used, including those modified for storage, office, retail, residential, or other purposes.

"Town" means the Town of Lewiston, Niagara County, New York.

"Town Board" means the Town Board of the Town of Lewiston.

SECTION 5. MORATORIUM

Effective upon the date of adoption of this Local Law, and continuing for a period of twelve (12) months thereafter (the "Moratorium Period"), unless extended or earlier terminated by action of the Town Board, no Town officer, board, or agency shall issue any building permit, zoning permit, certificate of occupancy, site plan approval, special use permit, subdivision approval, variance, or other municipal approval authorizing the placement, installation, use, occupancy, relocation, expansion, or conversion of a shipping container within the Town.

SECTION 6. EXISTING USES

The following uses and activities are expressly exempt from the moratorium established by this Local Law:

- (a) Lawfully existing shipping containers may remain but shall not be enlarged, relocated, expanded, or converted during the moratorium unless specifically authorized under this Local Law.

SECTION 7. EXEMPTIONS

Exemptions include emergency governmental use, declared disaster response, active construction-site storage containers associated with valid building permits, and transportation terminals associated with active business/freight operations.

SECTION 8. HARDSHIP

The Town Board may, in its sole discretion, grant limited relief after public hearing upon a showing of unnecessary hardship, lack of reasonable alternatives, and consistency with the purposes of this Local Law.

SECTION 9. PENDING APPLICATIONS

Pending applications shall be held in abeyance during the moratorium unless exempted or granted hardship relief after a public hearing before the Town Board.

SECTION 10. ENFORCEMENT

- (a) Any person, entity, corporation, or other legal entity that violates any provision of this Local Law shall be subject to the penalties set forth in New York Town Law § 268, including a fine of not more than \$350 for each offense, with each day of continuing violation constituting a separate offense.
- (b) In addition to the penalties set forth above, the Town may seek injunctive relief, a temporary restraining order, or other equitable remedy in a court of competent jurisdiction to restrain or enjoin any violation or threatened violation of this Local Law, without the necessity of proving irreparable harm or the inadequacy of monetary damages.
- (c) The Building Inspector and Code Enforcement Officers of the Town of Lewiston are hereby authorized and directed to enforce this Local Law. In connection with this charge, said Town officials may issue stop-work orders, appearance tickets, and pursue all other remedies authorized by law.

SECTION 11. REVIEW ACTIVITIES

During the Moratorium Period, the Town Board shall endeavor to draft appropriate legislation to regulate such activities in the Town of Lewiston.

- (a) Public Participation. The Town Board shall hold at least one duly noticed public hearing during the Moratorium Period to receive public comment on the proposed

new legislation, zoning amendments and/or infrastructure findings prior to their adoption.

SECTION 12. EXTENSION

The Town Board may, by resolution adopted at a duly noticed public meeting, extend the Moratorium Period for one or more additional periods not to exceed six (6) months each, upon a finding that the studies and review activities described in Section 11 have not been completed and that extension is necessary to protect the public health, safety, and welfare of the residents of the Town.

SECTION 13. SEVERABILITY

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 14. SEQRA DETERMINATION

The Town Board hereby finds and determines that this Local Law is a Type II Action pursuant to 6 NYCRR § 617.5(c)(33), as it constitutes the adoption of regulations, policies, procedures, and locally accepted rules as required by state law for the protection of the environment, and is therefore not subject to environmental review under SEQRA.

SECTION 15. SUPERSESSION

This Local Law is intended to supersede any inconsistent provision of the Town of Lewiston Zoning Code (Chapter 360) or any other local law, ordinance, rule, or regulation of the Town of Lewiston to the extent of such inconsistency.

SECTION 16. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the New York Secretary of State in accordance with Section 27 of the New York Municipal Home Rule Law.

NIAGARA GAZETTE
LOCKPORT UNION-SUN & JOURNAL
473 THIRD STREET
NIAGARA FALLS NY 14301
(716)282-2311ext

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEANN BELFIELD

Printed at 07/29/26 12:38 by lbelf

Acct #: 18809

Ad #: 365714

Status: New CHOLD CHOI

**NOTICE OF PUBLIC HEARING
TOWN OF LEWISTON TOWN BOARD**

PLEASE TAKE NOTICE that a Public Hearing will be held by the Town of Lewiston, Niagara County, New York, on the 24th day of August, 2026 commencing at 6:00 p.m. at the Town Hall, 1375 Ridge Road, Lewiston, New York, on the adoption of "Local Law #4 of 2026 - A LOCAL LAW IMPOSING A MORATORIUM ON THE PLACEMENT, INSTALLATION, USE, STORAGE, AND OCCUPANCY OF SHIPPING CONTAINERS WITHIN THE TOWN OF LEWISTON, NIAGARA COUNTY, NEW YORK".

Said law is intended to provide time for Town Board of the Town of Lewiston to research and adopt appropriate modifications to the Town of Lewiston comprehensive zoning regulations.

The complete text of said Law is on file at the Office of the Town Clerk and is available for review by any interested person during business hours. At such Public Hearing, all persons interested, who wish to be heard, will be heard.
Dated: July 27, 2026

By Order of the
TOWN OF LEWISTON TOWN BOARD
Tamara Burns
Town Clerk, Town of Lewiston

N#365714

8/31/2026

PRESENT: Supervisor S. Broderick; Councilmembers W. Burg, R. Morreale, J. Myers & S. Waechter; Police Chief M. Salada; Bldg. Insp. T. Masters; Water Crew Ch. J. Dell; WPCC Ch. Op. J. Ritter; Hwy Sup. M. Weiss; Eng. B. Lannon; Atty. A. Bax; Rec. Director T. Smith; 1 Press; 0 Residents & Town Clerk T. Burns

ZOOM: Finance Director J. Agnello

EXCUSED: Dep. Sup. W. Conrad; Sr. Coordinator M. Olick

Supervisor called the meeting to order, followed by the Pledge of Allegiance and a moment of silent reflection.

2025 AUDIT PRESENTATION - DRESCHER & MALECKI

Carl Widmer is with Drescher Malecki and is finishing up the Towns 2025 audit. This presentation captures a quick summary about what the audit process accomplishes, what Drescher & Malecki's responsibilities are and what the Town's responsibilities are and then moves on to a quick snapshot of the actual financial performance for the Town's major funds. The audit deliverables will tell you what all the products are, auditor communications and then the numbers with financial statement updates and observations.

The audit deliverables is a book received each year. As the basic financial statements, this is for the fiscal year end of December 31, 2025. It's going to report on all the funds of the Town. In addition to the financial statement, there's an auditor communications letter and a management letter which is an opportunity to share best practices. Drescher & Malecki works with a lot of municipalities across the state and a lot of Towns locally so if they see a way different towns are doing things they like to share their best ideas. If there's anything out there that they thought would be appropriate to help out the Town of Lewiston, they would include that in the letter.

Drescher & Malecki takes a look at the Town Clerk's Office including the Clerk Department, Tax Receiving and Justice Department who receives a separate audit under a separate cover on a cash basis to see what the major receipts were that came in and the job in those departments is essential to see what was due or owed and then hand it over to ultimately who should be receiving it whether it be the Town or passing along payments to the Justice or the County for property taxes.

The final item that's already wrapped up is the Annual Financial Report. The State Comptroller's Office has a portal that they like to receive all municipality and states financial information in a specific format. They put together this portal and Drescher & Malecki helps the Town take their financial statements and put them into the format the state requires. That report was due by April 1st and was already submitted.

Each year, as the auditors, Drescher & Malecki has the requirement to communicate certain items to the Board. The first is their responsibility under generally accepting auditing standards. Their responsibility is to perform the audit, to come in and then give their opinion on those financial statements. It's often a misconception that the financial statements belong to Drescher & Malecki. Those are the Towns financial statements. There are just a couple pages that have their letterhead on it that states their opinion on the financial statements. This is all the towns information. It is the auditor's job to apply standard auditing

July 27, 2026

procedures, assess risk, perform the audit and then give their professional opinion. Widmer said they are hired to perform a financial statement audit, not to perform a search for fraud.

Essentially there are estimates and policies that go into the Town's financial statements that if you were to change how any of those are applied or calculated, the auditor's would want to let the Board know so they could take last years financial statements and easily compare them to the current year so if there are any major changes due to accounting standards or even a change in Town Policy, they would have the responsibility to tell the Board. Thankfully, there were no major changes in 2025.

If Drescher & Malecki is putting their professional opinion on the Town's financial statements, it means whoever reads those financial statements is relying on their firm to provide assurance that their numbers are fairly stated and can be relied upon. If that's the case, it's imperative that they don't have any conflicts of interest and are truly independent from the Town. Something they do with all of their clients is evaluate the relationships and who they have on staff to make sure there aren't any issues or conflicts of interests.

Widmer said if there were any issues with getting access to the information or a limit of scope, they would have a responsibility to report it. They had full access to all records and no issues. Included in the presentation are the major funds of the Town.

General Fund – When you look at the General Fund, for 5 years you can see some years expenditures were higher than revenues and vise versa. That's how it functions when you're operating as a government, you almost want to have a net zero. Raise enough revenue to afford the services and goods that you provide against revenues. For 2025, total expenditures were pretty consistent at 3.5 million and revenues fell just below 3 million resulting in a net decrease of \$534,000. Something to note, the General Fund adopted a budget expecting to use \$500,000, very close to what was anticipated. Unassigned fund balance was \$515,000 which represents 15% of the total spending.

Town – Outside Village Fund – In 2025, \$542,000 was used and the budget anticipated using a little over \$200,000 so, more was spent than expected during the budget process. Spending has been higher than monies coming in. Total fund balance is at 1.6 million, the available portion is \$945,000 which represents 22%, a decrease from last year.

Highway District Fund – For 2025, there was an overall increase of activity for both spending and revenues coming in. there was a \$53,000 increase in fund balance whereas the budget anticipated using \$300,000. The fund is sitting at about 1.9 million, the available portion is \$1,377,000.00 and represents 30% of what is being spent.

Water District Fund – All 5 years presented more income was brought in than what was spent. In the event something goes wrong, repairs and fixes get expensive so carrying a higher fund balance is the goal of smaller municipalities. Total fund balance rose about \$400,000 in 2025. Revenues and spendings have increased. Total fund balance is at 2.9 million and nearly the entire portion is available for spending.

Sewer District Fund – There was an increase in spending which is attributed to in 2025, the Sewer District sent over a million dollars of a transfer out to the Capital Projects Fund for doing significant sewer district work resulting in a net decrease of \$722,000. Total spending was 4.1 million and revenues were 3.4 million. Total fund balance is about 2.4 million and there is 1.2 million available which represents 29% of spent monies.

July 27, 2026

Widmer said he is available for questions. In addition to the numbers, they look at how things are done regarding policies or procedures and there were no findings. Widmer thanked Agnello for her help with the audit.

AGENDA AMENDMENTS

Broderick – Police Union Contract; Waechter – Senior Center Renovations; Burns – Key Fob Doors - Tabled

Agenda **Burg MOVED to approve the agenda, as amended. Seconded by Myers and carried 5-0.**

PRIVILEGE OF THE FLOOR – No one wished to speak

DEPARTMENT HEAD STATEMENTS

Water Crew Ch. J. Dell

The Water Department posted a mini-bid on the NYS Office of General Services for a utility truck and received two bids back. VanBortel Ford, Inc. bid \$64,854.73 and DeLacy Ford bid \$63,280.32.

Utility Truck Bid - Water **Morreale MOVED to accept the bid from DeLacy Ford in the amount of \$63,280.32. Seconded by Burg and carried 5-0.**

WPCC Ch. Op. J. Ritter

Ritter said the Morgan Drive relief sewer is almost complete. All the trenching and digging is done; all the pipe is in the ground. They will have to make one more connection, concrete work and then clean up.

Hwy Sup. M. Weiss

The Highway Department has been paving around Hillside Drive and Orchard Drive. The next round of paving will be August 24th.

Rec. Director T. Smith

Baseball season is winding down. There is about 3 weeks left of summer camp. The Village of Lewiston Recreation Department and the Town Recreation Department have teamed up and created a youth advisory committee which will meet quarterly throughout the year. they are looking for young leaders from the ages of 10-17 to give ideas, feedback and improve the community.

APPROVAL OF MINUTES

Minutes **Morreale MOVED to approve the minutes from the 6/22/2026 Regular Town Board Meeting. Seconded by Myers and carried 5-0.**

ABSTRACT

Abstract **Waechter MOVED to approve Regular Abstract of Claims Numbered 26-01988 thru 26-02147 and recommended payment in the amount of \$361,952.71 with a Post Audit in the amount of \$19,320.16. Seconded by Morreale and carried 5-0.**

OLD/PENDING BUSINESS - None

NEW BUSINESS - None

SUPERVISOR BRODERICK

Broderick and Attorney Giambra have been in union negotiations with the Police Department for a little over a year and they have come to an agreement.

Police Union Contract **Burg MOVED to approve the Police contract with the Town of Lewiston and Teamsters Local 264. Seconded by Waechter and carried 5-0.**

Waechter MOVED to approve the Supervisor to sign the Police contract with the Town of Lewiston and Teamsters Local 264. Seconded by Burg and carried 5-0.

Legal:

There was a proposed Local Law 1-2025 "Terminating the Environmental Commission and Creating the Planning and Environmental Review Board". There was a Public Hearing but it was never voted on. The Board will need to close the Public Hearing and vote.

Local Law Environmental Commission **Waechter MOVED to close the Public Hearing for "A Local Law Terminating the Environmental Commission and Creating the Planning and Environmental Review Board". Seconded by Morreale and carried 5-0.**

Waechter would like to table this Local Law so she and Burg can work on it. She believes there are vague sections in the law with little direction.

Bax presented a Tender Agreement. There was an issue with the original contractor of Riverfront Park. The Board declared the contract in violation and entered into negotiation with his bond company. That has resulted in this Tender Agreement. This will resolve the issue with the Bonding Company and the Town of Lewiston. The contract will be awarded to A-1 Landcare. This is costing the Bond company and the Town nothing. The Town is being held to the original bid. This is an example where the performance bond worked and the Town is very fortunate that A-1 got the bid which was put out by the Bond Company.

Tender Agreement **Burg MOVED to approve the presented Tender Agreement. Seconded by Morreale and carried 5-0.**
Waechter MOVED to approve the Supervisor to sign the Tender Agreement. Seconded by Burg and carried 5-0.

Bax said now that the Tender Agreement is approved and signed, the Town needs someone to complete the work and A-1 Landcare was the lowest bidder.

A-1 Landcare Contract **Burg MOVED to approve the presented contract with A-1 Landcare. Seconded by Waechter and carried 5-0.**

Myers MOVED to approve the Supervisor to sign the contract. Seconded by Morreale and carried 5-0.

Finance:

The Finance Director asked for approval to process the following 2025 budget revisions:

1. A request to move \$4,858 to Recreation Seasonal Ice Rink Personnel – A00-7310-0100-4403 from Recreation Contractual – A00-7310-0400-0000, to cover the 2025 audit adjustment for the accrual of 2025 payroll work hours paid in 2026.
2. A request to move \$5,978 to Police Personnel – B00-3120-0100-0000 from Police SRO Revenue– B00-1000-1520-0220, to cover the 2025 audit adjustment for the accrual of 2025 payroll work hours paid in 2026.
3. A request to move \$24,890 to General Repairs Personnel – DB0-5110-0100-0000 from General Repairs Contractual – DB0-5110-0400-0000, to cover the 2025 audit adjustment for the accrual of 2025 payroll work hours paid in 2026.
4. A request to mover \$5,535 to Transmission & Distribution Personnel – SW1-8340-0100-0000 from Transmission & Distribution Equipment – SW1-8340-0200-0000, to cover the 2025 audit adjustment for the accrual of 2025 payroll work hours paid in 2026.

Morreale MOVED for approval as presented. Seconded by Myers and carried 5-0.

The Finance Director asked for approval to process the following 2026 budget revisions:

**Budget
Revisions**

1. A request to move \$245 to Recreation Concessions Personnel – A00-7310-0100-4402 from Recreation Seasonal Personnel – A00-7310-0100-0000, to cover Concessions payroll expenses.
2. A request to move \$1,131 to Recreation Concessions Contractual – A00-7310-0402-0000 from Recreation Contractual – A00-7310-0400-0000, to cover concession contractual expenses.
3. A request to move \$750 to Police Contractual – B00-3120-0400-0000 from Police Sale of Scrap Revenue – B00-1000-2650-0000, to cover night range rental expenses.
4. A request to move \$500 to Safety Inspections Gasoline – B00-3620-0400-3510 from Transfer from Other Funds – B00-1000-5031-1189, to cover gasoline expenses.
5. A request to move \$1,280 to Machinery Equipment – DB0-5130-0200-0000 from General Repairs Contractual – DB0-5110-0400-0000, to cover the purchase of a new payloador.

Morreale MOVED for approval as presented. Seconded by Myers and carried 5-0.

COUNCILMAN BURG – Nothing to report

July 27, 2026

COUNCILMAN MORREALE

Morreale presented a request for sewer forgiveness for a new pool liner at 930 James Drive in the amount of \$217.66.

Sewer Dis.
Pool - 930
James Dr.

Morreale MOVED to approve the sewer forgiveness for a new pool liner in the amount of \$217.66. Seconded by Myers and carried 5-0.

Morreale introduced Local Law 4 of the year 2026 “A Local Law Imposing a Moratorium on the Placement, Installation, Use, Storage and Occupancy of Shipping Containers Within the Town of Lewiston, Niagara County, New York”. A copy of the text of the law is on file at the Town Clerks Office and available for review on the Town website. A Public Hearing will be scheduled for August 24, 2026 at 6:00PM.

Schedule
Public Hearing
L # 4-2026

Waechter MOVED to schedule a Public Hearing on Local Law 4-2026 for Monday, August 24, 2026 at 6:00PM. Seconded by Burg and carried 5-0.

COUNCILMAN MYERS – Nothing to report

COUNCILWOMAN WAECHTER

The Town nullified the original contract for the Senior Center Kitchen and Bathroom Project and went out to bid. There was one bid received from Northeast Landscape in the amount of \$80,840. The Senior Center will be closed during renovations

Senior Center
Renovation
Bid - Northeast
Landscape

Waechter MOVED to accept the bid from Northeast Landscape in the amount of \$80,840 to be paid from the A-Fund. Seconded by Burg and carried 5-0.

Broderick said a bid was approved a couple months ago for the bathrooms at the Outfall Building. One of the complaints with Riverfront Park was there weren't any facilities close by; you had to walk up to the top of the hill. Phase 1 of Riverfront Park did not address the bathrooms. There is a company there now that is putting men and women's bathrooms into the Outfall Building. Zimmerman has been there every day, Broderick gives Zimmerman a lot of credit, Zimmerman has moved this project across the finish line. Zimmerman has also been working hard at the Police Station. The Town took over the Police Station Building from Lew-Port. There used to be a lease agreement for \$1/year and Lew-Port gave the Town the building and we knew when we got the building there were renovations that were required. There are new windows, new doors, an HVAC unit and eventually a new roof. Riverfront Park is Greenway money; the Police Station is H98 money. H98 money is \$850,000 the Town receives from the Power Authority and the Town has been conservative with that money.

RESIDENT STATEMENTS – none

Morreale MOVED to adjourn. Seconded by Myers and carried 5-0. 6:42 P.M.

Transcribed and
Respectfully submitted by:

Tamara Burns
Town Clerk

August 2026
8/20/2026

I MOVE TO APPROVE THE REGULAR ABSTRACT OF CLAIMS

26-02317 thru 26-02462

AND RECOMMEND PAYMENT IN THE AMOUNT OF **\$525,004.12**

Plus a Post Audit in the amount of \$16,590.29

- The uniform and mat contract through Vestis is up in December of this year. To get a head start for a smooth transition, we would like to start obtaining bids for this now. (need a board approval to go out to bid for uniforms and mats) (Water Dept., Sewer Dept. Highway Dept., Clerks Office)
- The postage machine lease is up so we need approval to extend the lease and have the Town Clerk sign the lease with Pitney Bowes for another 60 months at \$173.05/month.

Sourcewell State & Local FMV Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

TOWN OF LEWISTON TOWN HALL

Tax ID # (FEIN/TIN)

166002298

Sold-To: Address

1375 RIDGE RD, LEWISTON, NY, 14092-9799, US

Sold-To: Contact Name

Tamara Burns

Sold-To: Contact Phone #

(716) 754-8213

Sold-To: Account #

0011301328

Bill-To: Address

PO Box 330, Lewiston, NY, 14092-0330, US

Bill-To: Contact Name

Tamara Burns

Bill-To: Contact Phone #

(716) 754-8213

Bill-To: Account #

0012282317

Bill-To: Email

tburns@townoflewistonny.gov

Ship-To: Address

1375 RIDGE RD, LEWISTON, NY, 14092-9799, US

Ship-To: Contact Name

Tamara Burns

Ship-To: Contact Phone #

(716) 754-8213

Ship-To: Account #

0011301328

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCALL	SendPro C Sending Technology
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Cost Accounting - 100 Accounts
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip

1	PTJA	PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS2	Softguard For SendPro C500
1	SPACRL	Return Lbl/Instr - SendPro Auto C
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Sending Technology)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 173.05	\$ 519.15

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 070125-PIT, effective date August 7, 2025 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

070125-PIT

State/Entity's Contract#

Signature:

Lessee Signature

Email: tburns@townoflewistonny.gov

Print Name

Title:

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Lori Damato

lori.damato@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

KEY FOB DOOR BIDS

25 Inside Doors & 2 outside Doors

Maximum Security Bid \$57,500.00

Security101 Bid \$51,750.00

Technical Solutions Bid \$23,856.00

I am requesting approval to accept the low bid from Technical Solutions in the amount of \$23,856.00.

Thank you,

Tamara Burns
Town Clerk

*Sewer
Forfeitures*

**Town of Lewiston
Customer Recent Activity Report**

Report Date: 07/30/26 02:44 PM

Account Id: 10200540-0

Owner: IAMARINO-EBBOLE, LIA
Bill To: 540 IRVING DRIVE
Property Location:

Active Services:
Water (Active Date: 04/18/16)
Sewer

Recent Billings:		Bill Date	Due Date	Amount Billed	Amount Due	Usage	Principal Balance	Interest/Penalty
Wat/Sew		08/01/26	08/21/26	217.06	217.06	W/S: 3441	217.06	0.00
Wat/Sew		05/01/26	05/21/26	5729.37	5566.66	W/S: 90827	5566.66	0.00
Wat/Sew		02/01/26	02/21/26	62.71	0.00	W/S: 307	0.00	0.00
Wat/Sew		11/01/25	11/21/25	70.55	0.00	W/S: 1125	0.00	0.00
Wat/Sew		08/01/25	08/21/25	62.71	0.00	W/S: 94	0.00	0.00
Wat/Sew		05/01/25	05/21/25	62.71	0.00	W/S: 280	0.00	0.00
Wat/Sew		02/01/25	02/21/25	61.20	0.00	W/S: 85	0.00	0.00
Wat/Sew		11/01/24	11/21/24	61.20	0.00	W/S: 700	0.00	0.00
Wat/Sew		08/01/24	08/21/24	61.20	0.00	W/S: 538	0.00	0.00
Wat/Sew		05/01/24	05/21/24	61.20	0.00	W/S: 273	0.00	0.00
Wat/Sew		02/01/24	02/21/24	60.82	0.00	W/S: 701	0.00	0.00
Wat/Sew		11/01/23	11/21/23	112.52	0.00	W/S: 1850	0.00	0.00

Current Balance: \$5783.72 **Avg W/S:** 23925 **\$5783.72** **\$0.00**

Recent Payments & Adjustments:

Type	Date	Amount	Description
Payment	07/24/26	60.00	CK 9013
Payment	07/14/26	40.00	CS
Adjustment	07/10/26	-1190.00	PEN(PENALTY ADJUSTMENT)
Payment	04/16/26	57.71	CK 9011

**TOWN OF LEWISTON
TOWN BOARD**

**RESOLUTION AUTHORIZING THE EXECUTION OF A NEW
UNDERTAKING
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

Resolution No. _____

WHEREAS, the Town of Lewiston (the “Town”) from time to time receives permits from the New York State Department of Transportation (“NYSDOT”) and conducts activities and operations upon highways and/or within rights-of-way controlled by the State of New York; and

WHEREAS, the Town previously executed an undertaking in favor of NYSDOT in connection with its activities and operations affecting State highways, dated August 29, 2005; and

WHEREAS, the Town Board has been presented with a new NYSDOT form of undertaking entitled “UNDERTAKING for the benefit of The New York State Department of Transportation In connection with work affecting state highways,” which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the new undertaking establishes the terms and conditions applicable to the Town’s permitted activities and operations within State highway rights-of-way, including permit applications, compliance with applicable rules and regulations, site restoration, payment and release of liens, indemnification, and the Town’s obligations relating to claims, damages, losses and expenses; and

WHEREAS, the Town Board has reviewed the proposed undertaking and determines that execution of the undertaking is necessary and appropriate to facilitate the Town’s continued ability to obtain and maintain permits from NYSDOT for activities affecting State highways and State highway rights-of-way; and

WHEREAS, the form of undertaking presented by NYSDOT is to be executed without alteration or modification, and the Town Board intends that the undertaking attached hereto as Exhibit A constitute the exact form approved by this Resolution; and

NOW, THEREFORE, BE IT RESOLVED

1. The Town Board of the Town of Lewiston hereby approves and authorizes the Town of Lewiston to enter into the NYSDOT undertaking presented to the Town Board and attached hereto as Exhibit A.
2. The Town Supervisor is hereby authorized and directed, on behalf of the Town of Lewiston, to execute the undertaking attached as Exhibit A and to deliver the executed undertaking to

NYSDOT, together with a copy of the instant Resolution and any other documents reasonably required by NYSDOT to process and accept the undertaking.

3. The undertaking attached as Exhibit A is incorporated into and made a part of this Resolution.
4. This Resolution shall take effect immediately upon its adoption.

CERTIFICATION

The foregoing Resolution was duly offered and seconded and was adopted by the Town Board of the Town of Lewiston, New York, at a meeting duly held on August 24, 2026.

AYES:

NOES:

ABSENT:

ABSTAINED:

Tamara Burns, Town Clerk
Town of Lewiston, New York

EXHIBIT A

NYSDOT UNDERTAKING

Attached in the exact form presented to the Town Board; no language has been modified.

PERM 1 (2/12)



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 _____ (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, _____ (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

Print Name/Title

Address

() _____
Phone number

Address

e-mail

(01D)

Acct. # 1536

PERM1 (6/02)



**UNDERTAKING (MUNICIPALITY) IN CONNECTION WITH
HIGHWAY WORK PERMITS
ISSUED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

WHEREAS, the undersigned Town of Lewiston (Municipality) from time to time receives permits from the Department of Transportation of the State of New York (hereinafter referred to as the "Department") allowing Town of Lewiston (Municipality) to temporarily obstruct, install, construct, maintain, operate or replace any facilities within the bounds of a State highway right-of-way pursuant to Sections 52, 103, 203, 249 and/or 250 of the Highway Law; and

WHEREAS, the Department requires that the municipality file an undertaking to secure the Town of Lewiston (Municipality) faithful performance within the terms of any such permit and also to indemnify the State of New York (hereinafter referred to as the "State") and others with respect to all operations under such permits by the Town of Lewiston (Municipality).

NOW THEREFORE, the Town of Lewiston (Municipality) hereby undertakes, to and with the State and the Department, that:

1. The Town of Lewiston (Municipality) will well, truly and faithfully comply with and perform all the terms and conditions of each such permit on its part to be kept and performed, and abide by and comply with all such conditions, rules and regulations as may be, from time to time, promulgated by the Commissioner of Transportation of the State of New York (hereinafter referred to as the "Commissioner"), according to the true intent and meaning of such permits, rules and regulations. REGION 5

2. Town of Lewiston (Municipality) will, at its own expense, promptly complete the work allowed under each permit and within a reasonable time restore State property damaged by its work to substantially the same or equivalent condition as existed before such work was begun; and in the event that the Town of Lewiston (Municipality) 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 Municipality, may restore the property to substantially the same or equivalent condition as existed before the Municipality began the work and require the municipality to reimburse the State for any and all costs incurred by the State in such restoration;

3. The Town of Lewiston (Municipality) will indemnify, hold harmless and defend and protect the State of New York, the Commissioner and the Department, their officials, officers, agents and employees against and pay any and all amounts, damages and costs and judgments which may or shall be recovered against said State, or its officers, or agents, or which such State may be called upon to pay to any person or corporation by reason of damages arising or growing out of operations pursuant to said permits or the manner of doing the same, or the neglect of said Town of Lewiston (Municipality), or its agents or servants, or the improper performance pursuant to the conditions of said permits by the Municipality, its agents or servants.

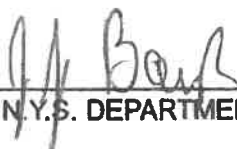
4. The Town of Lewiston (Municipality) which is self-insured, will pay any and all damages, costs, including but not limited to attorney's fees, and judgments recovered against the State, the Commissioner of Transportation, the Department of Transportation and their officials, officers and employees in connection with work allowed by a permit or from use of a permit by the Town of Lewiston (Municipality) or by any person acting by, through or for the Town of Lewiston (Municipality), including omission and supervisory acts of any of the entities or persons named above;

5. It is understood that this undertaking is one of indemnity only and is not to be construed as imposing on Town of Lewiston (Municipality) an obligation to pay claims for which there would not otherwise be a remedy in law against the State of New York.

6. Any payments required by the foregoing will be guaranteed by the full faith and credit of Town of Lewiston (Municipality), or its districts, as applicable, and will be paid out of current budgeted funds, or if insufficient, from its liability and casualty reserve fund or from the proceeds of bonds which current laws permit the Town of Lewiston (Municipality), to issue to pay claims against it.

IN WITNESS WHEREOF, the Town of Lewiston (Municipality) has caused this instrument to be signed by _____ or his designee authorized by resolution of its _____, a copy of which is annexed hereto.

DATE: 9.29.05



N.Y.S. DEPARTMENT OF TRANSPORTATION

DATE: 8-29-05



MUNICIPALITY

RECEIVED

SEP 27 2005

NYS
PERMIT OFFICE
REGION 5

Supervisor

TITLE

ADDRESS: 1375 Ridge Road

Lewiston, New York 14092

TELEPHONE NO.: (716) 754-8213 X223

Attach Copy of Resolution

RESIDENTIAL CONTRACT (Revised 03/15/18)
Prior versions are obsolete.

© 2018 by Buffalo Niagara Association of REALTORS®, Inc ("BNAR")
© 2018 by Bar Association of Erie County ("BAEC")



Modifications of this form must be clearly shown.

This Contract is recommended for the sale of improved or unimproved residential real estate. If used for new construction or commercial real estate, appropriate modification is required.



CAUTION: This Contract contains an Attorney Approval Contingency. Read Paragraph ATC1 carefully.
CAUTION: Substituting pages of a signed Contract could result in an unenforceable Contract or a Fraud Claim.

CONTRACT

Date: 06/29/2026 ("Contract Date")

1. PARTIES. The parties are as follows (individually a "Party" and collectively the "Parties"):

(A) **Seller:** Jeffrey Ventry ("Seller")
Address: 5155 Townline Road Lewiston NY 14092 (*Property address if blank*)

(B) **Purchaser:** Town of Lewiston, New York ("Purchaser")
Address: 1375 Ridge Road Lewiston NY 14092

2. AGREEMENT. Seller shall sell and Purchaser shall purchase the items described in Paragraphs 3(A) through 3(D) ("Property") and the items described in Paragraph 3(E)(1) - (5) as being included ("Included Items") on the terms stated in this contract, including Paragraphs ATC1 through ATC14 of the attached BAEC/BNAR approved Additional Terms and Conditions (Rev. 03/15/18) ("ATC"), as well as the Riders and attachments referenced in Paragraphs 3(B) and 16 which all Parties have signed and/or initialed (including all changes) as applicable ("Contract"). This Contract uses defined terms shown as an initial capitalized word(s), initially in quotes and parentheses or as defined in Paragraph ATC13. Unless otherwise indicated, all paragraph references are to paragraphs of this Contract. References to paragraph numbers which are preceded by letters refer to the corresponding riders listed in Paragraph 16. All defined terms and paragraph references used in this Contract shall have such meanings throughout, and in all modifications of, this Contract.

3. PROPERTY.

(A) **Address.** No. & Street: 1611 Saunders Settlement Road Zip Code: 14092
County of Niagara ("County"), Town/City of Lewiston, Village of: , NY.
Tax Map Identifier (Section-Block-Lot Number) 292489 117.17-1-38

(B) **Additional Description.**

☐ Per attached map/survey map ☐ Per attached legal description ☒ Approximate Lot Size: 1.09 acres
☐ Includes interest in a homeowners' association: See *Condominium/Homeowners' Association Rider*
☐ Condominium Unit: See *Condominium/Homeowners' Association Rider*

(C) **Current Uses/Improvements:** ☐ Family dwelling ☐ with car garage
☐ Vacant Land: See *Vacant Land Rider*. ☒ Additional uses/improvements (specify): multi use

(D) **Land and Other Items.** Unless excluded in Paragraph 3(E), the following items are included:

- (1) All land; trees; buildings; improvements; oil, gas and mineral rights; and rights appurtenant to the land.
- (2) All fixtures and property attached or appurtenant to the land, buildings and improvements including: all heating, air conditioning (except window units), plumbing (including septic systems, well pumps, water pumps, sump pumps, water filtration systems and water softeners), electrical and mechanical systems (including hard wired electricity generators); plumbing fixtures; lighting fixtures (including bulbs) and landscaping (except free standing planters); matching kitchen islands; storm windows, storm doors, screens and awnings; exterior T.V. antennas and satellite dishes; garage door openers; weather vanes; window boxes; mail boxes; utility sheds; fences; underground electric pet fencing and equipment; flag poles; in-ground or garage mounted basketball backboards and poles; gas operated post-type outdoor grills; in-ground and above-ground pools and related equipment; wood-burning stoves, oil and gas fired space heaters, fireplaces, fireplace inserts, screens (including free-standing screens), grates and glass enclosures; wall to wall carpeting and attached runners; linoleum; garbage disposals; ceiling fans, exhaust fans and hoods; security systems; intercom systems; central

1611 Saunders Settlement Road
JV
Seller Initials

Lewiston 14092

Purchaser Initials

vacuuming systems (including all hoses and attachments); smoke detectors; carbon monoxide detectors; mirrors; window shades, curtain rods and traverse rods; all styles of window and door blinds; cabinet and wall-mounted appliances; all transferable trash and recycling containers provided by a municipality or service company; and all motors, transmitters, receivers, controls, system operation keys, remote units and all component parts.

- (3) If presently on the Property and unless free-standing, all cabinets, shelving, dishwashers, refrigerators, ovens, cooktops, ranges, microwave ovens, trash compactors, humidifiers, dehumidifiers and air filtration systems.
- (4) Seller's rights in and to public and private streets, highways, alleys, driveways, easements and rights of way.
- (5) Seller's rights to receive all future rents and royalties due under any lease, agreement or tenancy.

(E) Included and Excluded Items. The following items are included or excluded as follows: *("Excluded" if blank)*

- (1) Hot tub(s)/spa(s) and related equipment are ☐ Included; ☐ Excluded; ☒ N/A
- (2) Outdoor play set(s) are ☐ Included; ☐ Excluded; ☒ N/A
- (3) Speakers (recessed, wall mounted and outdoor) and speaker wiring are .. ☐ Included; ☐ Excluded; ☒ N/A
- (4) The following items are included: all appliances set forth in Paragraph RPR1, _____

which are included with no increase in the Purchase Price and which nevertheless must be left:

- ☐ (a) in substantially the same condition as of the date of the Property Inspection (as defined in Paragraph 9) or if none is conducted, as of the Contract Date, subject to the obligations in Paragraph 5 ("As-is"); or
- ☐ (b) in the condition existing at Closing (as defined in Paragraph 4(C)) *("a" if blank)*.
- (5) Unless specifically included in Paragraph 3(E), Paragraph 20 or a rider or addendum to this Contract, the following items are excluded: furniture; household furnishings; televisions, including brackets; and also _____

4. PURCHASE PRICE. The purchase price ("Purchase Price"), payable in U.S. Dollars as follows, is \$ 60,000.00

(A) Seller's Concession. At Closing, Seller shall credit to Purchaser the sum of *("0" if blank)* ("Seller's Concession") \$ _____

(B) Deposit. The following deposit ("Deposit"), payable to and held in escrow by _____ ("Escrow Agent") at _____ ("Bank") \$ _____

- ☐ (1) When Purchaser signs this Contract;
- ☒ (2) Within 2 Business Days (as defined in Paragraph ATC13(C)) following:
 - ☐ (a) The Effective Date (as defined in Paragraph ATC13(D)).
 - ☐ (b) Satisfaction or waiver of the Attorney Approval Contingency (as defined in Paragraph ATC1).
 - ☐ (c) Satisfaction or waiver of the Property Inspection Contingency (as defined in Paragraph 9(A)(1)) or the Investigation Contingency (as defined in Paragraph VLR4(B)).
 - ☒ (d) The later of (b) and (c).

The Deposit and any additional deposit paid pursuant to this Contract, if applicable (collectively "Deposits"), shall be deposited by Escrow Agent with the Bank within 5 Business Days following receipt. Escrow Agent will promptly notify Seller's attorney if any Deposits are not received on time. In the event any of the Deposits are not received by Escrow Agent within 3 Business Days after payment is due, Seller may cancel this Contract at any time prior to Escrow Agent's receipt of whichever of the Deposits was past due.

(C) Adjusted Balance. Upon delivery of the deed ("Closing"), the Purchase Price less (i) the Seller's Concession, **and** (ii) the Deposits, subject to closing adjustments and credits as provided in this Contract ("Adjusted Balance").

5. CONDITION OF PROPERTY AND INCLUDED ITEMS.

- (A)** Except as otherwise provided in this Contract, until Closing, Seller shall, at Seller's expense:
 - (1) maintain the Property and Included Items in substantially the same condition as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date;
 - (2) perform ordinary lawn and landscape maintenance and snow removal; **and**
 - (3) maintain all utilities in service that are required for the operation of the heating, air conditioning, plumbing, security and electric systems.
- (B)** Except as provided in the Property Condition Disclosure Statement provided by Seller before Purchaser signed this Contract ("PCDS") and in Paragraphs 5(A), 5(C), 6, 8, 13, ATC4 and, if applicable, ADR1, LBPR4 and VLR2, Seller makes no representations, warranties or disclosures as to the condition of the Property and Included Items.
- (C)** Subject to (i) any rights of Purchaser under Paragraphs 9, 12(D) and LBPR5(B), (ii) Seller's obligations under Paragraphs 5(A), 5(D), 12 and 13, and (iii) Seller's obligation to complete all repairs agreed to in writing, Purchaser shall accept the Property in substantially the same condition (a) as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date, and (b) as disclosed in the PCDS, if any, and shall accept the Included Items as set forth in Paragraph 3(E)(4).

1611 Saunders Settlement Road

Lewiston

14092

 _____
Seller Initials

Purchaser Initials

(D) The Property shall be in "broom clean" condition and free of debris on the date of Closing.

6. SELLER'S DISCLOSURES. Seller makes the following disclosures to the best of Seller's knowledge:

- ☒ **Yes** ☐ **No** (A) **Title.** Seller has title to the Property, subject to the provisions of Paragraph ATC5, and Seller owns the Included Items.
- ☐ **Yes** ☒ **No** (B) **Agricultural District.** The Property is located partially or wholly within an agricultural district. If "Yes", see *Agricultural District Rider*.
- ☐ **Yes** ☒ **No** (C) **Utility Surcharge.** The Property is subject to a utility (e.g. gas, electricity, water) surcharge. If "Yes": Type/Purpose: _____ Amount: _____ Payable (i.e. monthly, yearly): _____
- ☐ **Yes** ☒ **No** (D) **Water Well.** The Property has a private water well and/or other non-public water supply.
- ☒ **Yes** ☐ **No** (E) **Public Water.** The Property is connected to a public water supply.
- ☐ **Yes** ☒ **No** (F) **Septic System.** (1) The Property has a private septic system approved for _____ bedrooms. (2) If yes, the dwelling(s) on the Property: **(Answer all.)**
 (a) will have been continuously occupied prior to the inspection to obtain a Certificate/Approval (as defined in Paragraph 12(B)) for the private septic system ("Septic Inspection"); **or**
 (b) will have been vacant for less than 90 days immediately prior to the Septic Inspection **and**
 (i) is serviced by metered water
 (ii) the County Health Dept. has a record of the current private septic system.
 (c) will have been vacant for more than 90 days immediately prior to the Septic Inspection.
- ☐ **Yes** ☐ **No** (G) **Public Sewers.** The Property is connected to public sanitary sewers.
- ☐ **Yes** ☒ **No** (H) **Heating Oil/Propane.** The Property is serviced by heating oil and/or propane.
- ☐ **Yes** ☒ **No** (I) **Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well, even if inactive.
- ☐ **Yes** ☒ **No** (J) **Oil/ Gas/Mineral Leases.** Seller has received, is receiving or is entitled to receive rents, royalties or other payments and/or free gas under any oil or gas or mineral lease affecting the Property.
- ☐ **Yes** ☒ **No** (K) **Flood Zone.** The Property is currently located in a special flood hazard zone. Note: If Yes, flood insurance will likely be required by an institutional lender.
- ☐ **Yes** ☒ **No** (L) **Radon.** The Property has been tested for radon.
- ☐ **Yes** ☒ **No** (M) **Special Tax/Preservation District.** The Property is located in a Special Tax District and/or Preservation District, namely: _____
- ☐ **Yes** ☒ **No** (N) **Tax Exemption.** (1) The Property tax bill(s) reflect(s) a tax exemption (e.g. STAR, veteran's). (2) If yes, Seller is entitled to the exemption on the most recent tax bills.
- ☐ **Yes** ☐ **No** (O) **Special Tax Assessments.** The Property is subject to assessments for special or local improvements (e.g. sidewalks, water/sewer lines)("Special Tax Assessments").
- ☐ **Yes** ☒ **No** (P) **Vehicular Access.** Vehicular access to the Property is currently by way of:
 (1) a contiguous municipal road right of way.
 (2) a contiguous, shared private road right of way of record.
- ☐ **Yes** ☐ **No** (Q) **Shared Driveway.** The Property is serviced by a shared driveway.
- ☐ **Yes** ☒ **No** (R) **Court Orders.** Seller is currently subject to a court order that prohibits the sale or transfer of the Property without the consent of another person or further court order.
- ☐ **Yes** ☒ **No** (S) **Bankruptcy.** Seller is currently in bankruptcy.
- ☐ **Yes** ☒ **No** (T) **Foreclosure.** The Property is currently the subject of a foreclosure proceeding or a mortgage encumbering the Property that is in arrears in excess of 60 days.
- ☒ **Yes** ☐ **No** (U) **Sufficient Funds.** Including the proceeds from the sale of the Property, Seller has sufficient funds to close this transaction and pay all of Seller's closing costs and expenses.
- ☒ **Yes** ☐ **No** (V) **Code Violations.** Notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements (as defined in Paragraph 12(A)) violate applicable building codes and/or zoning ordinances, any of which violations continue as of the Contract Date.
- ☐ **Yes** ☒ **No** (W) **FIRPTA Certification.** Seller is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code and IRS Regulations).

7. CLOSING FUNDS.

(A) **Purchaser's Representations.** Purchaser represents that except for the proceeds of any financing selected in Paragraph 10 or as otherwise accepted by Purchaser and any Seller's Concession:

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- (1) Purchaser is, and until Closing will be, in **actual possession** of sufficient money in U.S. dollars **on deposit** with a federally insured bank, trust company, savings and loan association or credit union ("Financial Institution") to close this transaction. ☒ **Yes** ☐ **No**
- (2) In order to close this transaction, Purchaser does, or Purchaser's lender may, require:
- (a) the closing of the sale of any other real estate or the discharge of any mortgage for which Purchaser is liable ☐ **Yes** ☒ **No**
- (b) the receipt of a gift of funds ☐ **Yes** ☒ **No**
- (B) **Sale Contingency.** This Contract is contingent upon the sale of other real estate as provided in the *Sale Contingency Rider* ("Sale Contingency") ☐ **Yes** ☒ **No**
- (C) **Closing Contingency.** This Contract is contingent upon the closing of the sale of Purchaser's real estate located at _____ ("Purchaser's Property"). ☐ **Yes** ☒ **No**
- If yes, either Party may cancel this Contract after any material breach, termination or cancellation of the contract for Purchaser's Property or upon proof that the closing of the sale of Purchaser's Property has not occurred within 10 Business Days after the Contract Closing Date (as defined in Paragraph 14(A)). Purchaser shall notify Seller within 3 Business Days after any material breach, termination or cancellation of the contract for Purchaser's Property.

8. **LEAD-BASED PAINT DISCLOSURE.** Seller represents that: *Choose either (A) or (B) below.*
- ☒ (A) **Pre-1978 Construction.** The dwelling(s) on the Property was/were or may have been built prior to 1978. A *Lead Based Paint Rider* **must** be attached to this Contract.
- ☐ (B) **Post-1977 Construction.** The dwelling(s) on the Property was/were built in 1978 or later.

9. **INSPECTION OF PROPERTY AND INCLUDED ITEMS.** *Choose either (A) or (B) below. ("A" if blank).*

				CAUTION: New York law requires that any paid property inspector be properly licensed by the State. The use of a non-licensed inspector or election not to have a property inspection conducted shall be at Purchaser's own risk.
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- ☐ (A) **Property Inspection to be conducted.**
- (1) **The Inspection.** Purchaser shall have the right to have the Property and Included Items inspected and/or tested by inspector(s) chosen and paid for by Purchaser ("Property Inspection") **and** any notice of unsatisfactory results pursuant to Paragraph 9(A)(4) shall be completed within _____ ("**7**" if blank) days following the later of (i) satisfaction or waiver of the Attorney Approval Contingency, or (ii) if all applicable utilities are not in service on the Effective Date, the date Purchaser or Purchaser's attorney receives a notice given by Seller that all applicable utilities are in service ("Inspection Period"). The scope of the Property Inspection shall be determined by Purchaser, but shall not, without the consent of Seller, result in damage to the Property or Included Items. Seller will cooperate with Purchaser's reasonable requests, but need not consent to any damage to the Property or Included Items. The results of the Property Inspection must be satisfactory to Purchaser ("Property Inspection Contingency").
- (2) **Radon Notice.** Radon is a colorless, odorless, tasteless gas that can seep into homes through cracks and openings in a home's foundation. Inhalation of radon gas is associated with increased risk of lung cancer. Testing for the presence of radon in residential real estate prior to purchase is advisable.
- (3) **Radon Test.** The Property Inspection will include a radon test ("**Yes**" if blank). ☐ **Yes** ☐ **No**
- (4) **Notice of Results and Right to Cancel Contract.** If the results of the Property Inspection are not satisfactory to Purchaser for any reason whatsoever, **and** if notice of the unsatisfactory results of the Property Inspection **is received by Seller or Seller's attorney on or before the expiration of the Inspection Period**, either Party may cancel this Contract. The results need not be disclosed. If the notice under this Paragraph 9(A)(4) is not timely received by Seller or Seller's attorney, the Property Inspection Contingency is deemed waived by Purchaser.
- ☒ (B) **No Property Inspection.** Except for the Final Inspection (as defined in Paragraph ATC7), Purchaser elects not to have a Property Inspection conducted. This election shall not be deemed to waive or expand any other rights Purchaser may have under this Contract or at law.

10. **FINANCING.** *Choose all that apply below ("A" if blank).*

- ☒ (A) **No Financing.** Purchaser will close this transaction without financing.
- ☐ (B) **New Loan(s).**
- (1) **Application.** Purchaser shall promptly and in good faith, but in no case later than _____ ("**5**" if blank) days after satisfaction or waiver of the Attorney Approval Contingency, Property Inspection

			
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Contingency, Lead-Based Paint Inspection Contingency (as defined in Paragraph LBPR5(B)), Sale Contingency and Investigation Contingency, if applicable, make application for and diligently and in good faith pursue and accept a Loan Commitment (as defined in Paragraph 10(B)(3)) for one or more of the following loans (NOTE: More than one loan type may be selected, but Purchaser need not apply for all loan types selected) ("Loan"):

- ☐ (a) **First Loan:**
- (i) **Loan Amount** is not to exceed ☐ \$ _____; or ☐ _____ % of the Purchase Price, plus any financed Private Mortgage Insurance, Mortgage Insurance Premium or VA Funding Fee ("Loan Amount").
- (ii) **Loan Type** is: ☐ Conventional ☐ FHA ☐ VA (See FHA/VA Option Clause) ☐ SONYMA; ☐ Other: _____ ("Conventional" if all blank).
- (iii) **Loan Term** is: ☐ 30 year; ☐ 20 year; ☐ 15 year; ☐ _____ year ("30 year" if all blank).
- (iv) **Interest Rate** is: (Reference to "prevailing" rate is not permissible)
☐ a fixed rate not to exceed _____ % per year for a fixed rate loan, or;
☐ an initial interest rate not to exceed _____ % for an adjustable rate loan.
- (v) **Loan Discount Fees** are not to exceed _____ ("0" if blank) % of the Loan Amount.
- ☐ (b) **Second Loan/Grant** is a _____ year ☐ Fixed Rate ☐ Adjustable Rate loan/grant in an amount not to exceed ☐ \$ _____; or ☐ _____ % of the Purchase Price with an interest rate (initial or fixed) not to exceed _____ %.
- (2) **Interest Rate Protection.** Provided Purchaser complies with the provisions of Paragraph 10(B)(1), Purchaser may cancel this Contract if, at the time of loan application, Purchaser is not able to lock in at interest rates and loan discount fees at or below the rates and fees set forth in Paragraph 10(B)(1). If an interest rate is not set forth in Paragraph 10(B)(1) or, if Purchaser elects not to lock in an interest rate at the time of application (i.e. to "float"), Purchaser shall be obligated to accept a Loan Commitment for the applicable loan at any available interest rate with any required loan discount fees. Purchaser must lock in an interest rate no later than 10 days before the Contract Closing Date.
- (3) **Commitment.** The written approval of Purchaser's application for a loan must have commitment and interest rate expiration dates after the Contract Closing Date **and must not be conditioned upon:** initial underwriting approval by the lender, verification of credit, receipt of an appraisal, payment of debt (other than mortgage(s) encumbering Purchaser's Property if Paragraph 7(A)(2)(a) is answered "Yes"), verification of funds or initial verification of employment ("Loan Commitment"). Purchaser shall deliver to Seller's attorney a **complete** copy of the Loan Commitment and notice of its acceptance by Purchaser within 3 Business Days after Purchaser's acceptance of a Loan Commitment. If a Loan Commitment within the terms set forth in Paragraphs 10(B)(1) through 10(B)(2) is not issued to and accepted by Purchaser by (choose either (a) or (b) below ("**b**") if both (a) and (b) blank))
- (a) ☐ _____ [insert date]; or
- (b) ☐ _____ ("**45**" if blank) days after the later of (1) the Effective Date; or (2) satisfaction or waiver of the latest of any applicable (i) Sale Contingency, (ii) Investigation Contingency, (iii) Property Inspection Contingency, or (iv) _____ ("Loan Commitment Due Date"), either Party may cancel this Contract at any time prior to Purchaser's acceptance of a Loan Commitment on terms the same as or different than those set forth in Paragraphs 10(B)(1) through 10(B)(2). Either Party may cancel this Contract if a Loan Commitment is granted but later cancelled without fault on the part of Purchaser. Purchaser shall promptly notify Seller of any Loan Commitment cancellation.
- (4) **Cooperation.**
- (a) Seller shall promptly and in good faith cooperate with reasonable requests by Purchaser's lender(s) to provide access to the Property and Included Items and to execute documents which, except for the FHA/VA Option Clause, do not modify the terms of this Contract.
- (b) Purchaser hereby authorizes and agrees to execute any documents required to authorize Purchaser's lender(s) to deliver a complete copy of each Loan Commitment, without any account numbers shown, to Seller's attorney and the Brokers (as defined in Paragraph 19).
- (c) Prior to Closing, Purchaser shall not intentionally do anything to adversely affect Purchaser's qualification for the Loan (by way of example only, incur any significant additional debt or voluntarily change employment that will result in a disqualification for the Loan.)
- ☐ (C) **Loan Assumption.** A loan is being assumed (See Loan Assumption Rider).
- ☐ (D) **Seller Financing.** Seller is holding a purchase money mortgage (See Seller Financing Rider).

11. **STATUS OF TITLE.** Purchaser will accept title to the Property and Included Items subject to the encumbrances set forth in Paragraph ATC5 and: _____ ("**Nothing further**" if blank).

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12. IMPROVEMENTS.

(A) **Intended Uses and Improvements.** *CAUTION: This Property may have easements, rights of way and restrictions which may affect intended uses of or improvements to the Property. Purchaser acquires the Property subject to these encumbrances unless intended uses or improvements, different from the current uses and improvements as set forth in Paragraph 3(C) ("Current Uses/Improvements"), are listed below.*

- (1) Purchaser intends to use the Property for a ☐ one ☐ two ☐ three ☐ four -family dwelling or ☒ other Municipal ("Intended Uses").
- (2) Purchaser intends to make the following specific improvements on or modifications to the Property or make the following specific use of the Property (for example, erection of fence, swimming pool or garage, parking of recreational vehicles): _____ ("Intended Improvements").
- (3) If any Intended Uses or Intended Improvements, different from the Current Uses/Improvements, are listed in subparagraphs (1) and/or (2) above, within 10 Business Days after the Effective Date, Seller will provide Purchaser with a copy of Seller's existing survey map and of all restrictions, easements and rights of way affecting the Property as is or should be disclosed in the Search and/or Survey. If Purchaser finds that any restriction, easement or right of way is inconsistent with any of the above-stated Intended Uses or Intended Improvements, then Purchaser may cancel this Contract within 7 Business Days after receipt of (i) a copy of Seller's existing survey map or, if not available, the Survey, and (ii) a copy of all restrictions, easements and rights of way required to be provided by Seller under this Paragraph 12(A)(2).

(B) **Certificates/Approvals.** Seller shall obtain certificates/approvals valid through the date of Closing issued by appropriate governmental authorities evidencing compliance with all applicable laws, ordinances, regulations and codes relating to the Current Uses/Improvements and as disclosed in this Contract (excluding the Intended Uses and Intended Improvements which are different from the Current Uses/Improvements) as required by the appropriate governmental authorities for the transfer of the Property (for example: certificate of occupancy, sump pump certificate and approvals of non-public sewage disposal and water supply) ("Certificates/Approvals"). However, Seller shall have no obligation to supply a certificate of occupancy or certificate of compliance for occupancy of the Property if the Property has been occupied solely as a one or two family dwelling.

(C) Order and Delivery.

- (1) **Order.** Certificates/Approvals not already in Seller's possession shall be ordered, all applicable testing and inspections shall be requested, and all applicable application fees shall be paid by Seller no later than 7 Business Days after the later of (i) the Effective Date, and (ii) the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Investigation Contingency, if applicable. Any additional fees shall be paid promptly by Seller.
- (2) **Delivery.** Seller shall deliver to Purchaser's attorney a copy of all Certificates/Approvals at least 5 Business Days prior to the Contract Closing Date, except if delayed pursuant to Paragraph 12(D). The originals of all Certificates/Approvals obtained shall be delivered to Purchaser at Closing.

(D) **Objections.** If Purchaser gives Seller notice of valid objection to the legal status or legal use of any of the structures or other improvements located on the Property ("Condition Defects"), or if Seller receives notification from the applicable governmental authority that there is any problem which needs to be corrected before any one or more of the Certificates/Approvals can be obtained ("Corrective Faults"), Seller shall, at Seller's sole expense, correct the Condition Defects and Corrective Faults, and have all necessary governmental inspections completed, prior to the Contract Closing Date. However, Seller may, within 10 Business Days following receipt by Seller or Seller's attorney of a notice of Condition Defects, a notice that Corrective Faults must be corrected, and/or a notice that an inspection cannot be conducted due to weather conditions, governmental delays or governmental policies, notify Purchaser that Seller will not (i) correct the Condition Defects and/or Corrective Faults, and/or (ii) obtain one or more Certificates/Approvals (a "Non-Correction Notice") provided Seller has timely complied with Seller's obligations under Paragraph 12(C)(1), if applicable. If, within 10 Business Days following receipt by Purchaser or Purchaser's attorney of a Non-Correction Notice, Purchaser does not elect to accept the Property and Included Items subject to the Condition Defects and Corrective Faults and without Certificates/Approvals which cannot be obtained, either Party may cancel this Contract. Nothing in this Paragraph 12 is intended to affect the rights of Seller or Purchaser under General Obligations Law Section 5-1311, or as otherwise provided under this Contract.

13. **KEYS.** At Closing, unless the Parties have made other prior satisfactory arrangements, Seller shall deliver to Purchaser all keys, security and access codes, and remote control openers (which must be in working order) for the Property, except as follows: _____ ("**no exclusions**" if blank).

14. CLOSING.

(A) **Closing Date.** Closing shall be at the County Clerk's Office on the date set forth below or, if that date is not a Business Day, on the next Business Day. ("**(2)**" if both (1) and (2) blank). **Time is not of the essence.**

- ☐ (1) _____ [insert date], or
☒ (2) _____ ("**60**" if blank) days after the later of (a) the Effective Date; or (b) satisfaction or waiver of the latest

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of any applicable (i) Sale Contingency, (ii) Investigation Contingency, (iii) Property Inspection Contingency, or (iv) _____.

(the "Contract Closing Date"), or at such other time and place as the Parties mutually agree.

- (B) **Time of Essence Notice.** Either Party (the "Declaring Party") may, at any time after the Contract Closing Date, notify the other Party that time is of the essence, which notice shall set a specific time for Closing on a Business Day that is on or after the 7th Business Day following receipt of the notice by the other Party or the other Party's attorney, provided (i) the Declaring Party has completed each obligation required of the Declaring Party by this Contract to be completed prior to Closing (a "Pre-Closing Obligation"), (ii) the number of days specified in this Contract for the completion of a Pre-Closing Obligation prior to Closing, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, (iii) the number of days available under this Contract to the other Party following the completion of a Pre-Closing Obligation, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, and (iv) the contingencies in this Contract for the benefit of the Declaring Party have been satisfied or waived, or, absent a default by the other Party, will or could be satisfied at Closing.

15. TAXES, ADJUSTMENTS AND CREDITS.

- (A) **Special Tax Assessments.** Purchaser will accept title to the Property subject to, and will pay, all Special Tax Assessments that may be payable in installments not yet due and payable as of Closing. Any Special Tax Assessment payable in installments may be so paid on the installment due date at the election of Seller.
- (B) **Water Charges and Delinquent Taxes.** Seller shall pay all water charges until Closing and all prior fiscal years' taxes and tax assessments, including interest and penalties.
- (C) **Items To Be Adjusted.** There shall be prorated and adjusted, as of 12:00 midnight prior to the date of Closing: rents; royalties; propane; fuel oil; mortgage interest for assumed mortgages; all current fiscal years' taxes, assessments and installments of amounts appearing on current tax bills computed on a fiscal year basis; Special Tax Assessments; flat rate water charges; sewer charges; user fees; license and/or registration fees; and the following items: _____. For adjustment purposes, all rents and royalties due as of the date of adjustment will be considered paid to Seller. If Closing occurs before a new tax rate is fixed, the apportionment of taxes shall be made on the basis of the most recent tax rate applied to the latest assessed valuation and the provisions of Paragraph 15(E) shall not apply.
- (D) **Items To Be Credited.** There shall be assigned and/or credited to the appropriate Party at Closing: security deposits and any accrued interest thereon; assumed mortgage escrows; the principal balance of and any accrued interest on any assumed mortgage; the principal balance of and any interim interest on any mortgage held by Seller; all penalties and interest on current fiscal years' taxes, assessments and Special Tax Assessments due as of Closing; increases in taxes due to an exemption termination, removal or revocation for the period from the date of the loss of the exemption to the date of Closing; any meter purchase fees; and any other credits provided for in this Contract.
- (E) **Post Closing Adjustment.** Any errors and/or omissions in the Closing computations of adjustments, credits and/or taxes, including any increases due to an exemption, termination or removal, which exceed \$100.00 in the aggregate, shall be corrected upon discovery and paid within a reasonable period of time following a demand for payment.
- (F) **Loans.** All loans which appear on any tax and/or utility bill(s) shall be paid in full by Seller prior to or at Closing.

16. RIDERS AND ATTACHMENTS. This Contract includes the following Riders and attachments marked below:

- ☒ Lead-Based Paint Rider ("LBPR") ☐ Rented Property Rider ("RPR") ☐ Sale Contingency Rider ("SCR")
☐ Vacant Land Rider ("VLR") ☐ Loan Assumption Rider ("LAR") ☐ Seller Financing Rider ("SFR")
☐ Condominium/Homeowners' Association Rider ("CHAR") ☒ Property Condition Disclosure Statement ("PCDS")
☐ FHA/VA Option Clause ☐ Agricultural Disclosure Rider ("ADR")
☐ Other: _____ ("None" if blank)

17. SIGNATURES. This Contract shall not become binding unless all Parties sign it, initial it (where appropriate) and deliver it so that it is received by all Parties or their respective attorneys no later than 5:00 p.m. on _____ *(If blank, this paragraph is not applicable).*

18. ATTACHMENT OF ADDITIONAL TERMS AND CONDITIONS.

- (A) **Receipt and Release.** By initialing this page, the Parties acknowledge having received and reviewed the attached ATC. ***This Contract shall be void if all Parties do not acknowledge below that they received the ATC.***
- (B) **Changes.** Changes ☐ have ☒ have not ("***have not***" if blank) been made to the ATC. If "have not", any changes made to the ATC other than in Paragraphs 1 through 20 or in any Rider or Addendum shall be ineffective.

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19. BROKERS. The brokers listed below (individually a "Broker" and collectively the "Brokers") are:

LISTING REAL ESTATE BROKER

Broker _____ Agent _____ Lic.# _____
 Address _____
 Office Phone/Fax _____ Brokerage Lic. # _____
 Other Phone _____ E-mail _____

SELLING REAL ESTATE BROKER

Broker _____ Agent _____ Lic.# _____
 Address _____
 Office Phone/Fax _____ Brokerage Lic. # _____
 Other Phone _____ E-mail _____

20. OTHER TERMS. *(If blank, this paragraph is not applicable.)* In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph shall control.

CAUTION: Any Property Condition Disclosure Statement provided by Seller must be delivered to Purchaser and a copy attached to this Contract before Purchaser signs this Contract.

Authentisign
JEFFREY VENTRY

08/18/2026

Seller Jeffrey Ventry _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____
 Signature of authorized agent of Escrow Agent _____ Date _____
 Name of authorized agent: _____

Purchaser Steve Broderick, Superv _____ Date _____
 Purchaser _____ Date _____
 Purchaser _____ Date _____
 Purchaser _____ Date _____

Deposit received: ☐ Yes ☐ No
 [Must be signed even if Deposit has not been received.]

SELLER'S ATTORNEY

Nicholas Narchus, Esq
 Firm _____ Attorney _____
800 Main St. Ste 4B Niagara Falls
 Address _____
(716) 266-9007
 Telephone _____ Fax _____
 E-mail address _____

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PURCHASER'S ATTORNEY

Alfonso Marra Bax, Es
 Firm _____ Attorney _____
444 Center Street, St Lewiston NY 14092
 Address _____
(716) 754-4497
 Telephone _____ Fax _____
ambax@lewistonlawcenter.com
 E-mail address _____

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ADDITIONAL TERMS AND CONDITIONS

ATC1. ATTORNEY APPROVAL CONTINGENCY. *CAUTION: The deletion or modification of Paragraph ATC1(A) or Paragraph ATC1(B), unless such modification extends the Attorney Approval Period or Addendum Approval Period, shall result in the automatic withdrawal of any bar association approval of this form.*

(A) Contract Approval. This Contract is contingent upon its approval by the Parties' respective attorneys ("Attorney Approval Contingency") within 3 Business Days following receipt by each Party's attorney of a complete copy of the Contract ("Approval Period"). Within 2 Business Days following the Effective Date, the Parties shall cause a complete copy of this Contract to be delivered to their respective attorneys if one has not already been delivered. In any event, the Approval Period shall commence no later than 2 Business Days following the Effective Date. If either Party's attorney disapproves this Contract before the end of the Approval Period, this Contract is deemed cancelled. The reason for the disapproval need not be disclosed. If either Party's attorney conditionally approves this Contract before the end of the Approval Period, either Party may cancel this Contract at any time prior to unconditional approval of this Contract by the attorneys for both Parties. If there is no disapproval, conditional approval or approval of this Contract by an attorney on behalf of a Party by the end of the Approval Period, this Attorney Approval Contingency is deemed waived by that Party. Disapproval, conditional approval or approval must be in writing and must be received by the attorney representing the other Party, if known, or if not known, the other Party, before the expiration of the Approval Period.

(B) Addendum Approval. Any modification to this Contract which all Parties have signed and/or initialed (including all changes) as applicable ("Addendum") is contingent upon its approval by the Parties' respective attorneys ("Addendum Attorney Approval Contingency") within 3 Business Days following receipt by each Party's attorney of a complete copy of the Addendum ("Addendum Approval Period"). Within 2 Business Days following receipt of a duplicate or copy of the Addendum by both Parties or their respective attorneys (the "Addendum Effective Date"), the Parties shall cause a complete copy of the Addendum to be delivered to their respective attorneys, if one has not already been delivered. In any event, the Addendum Approval Period shall commence no later than 2 Business Days following the Addendum Effective Date. If either Party's attorney disapproves the Addendum before the end of the Addendum Approval Period, the Addendum is deemed cancelled (the reason for disapproval need not be disclosed), but this Contract shall remain in full force and effect, except (i) if either Party's attorney conditionally approves or disapproves an Addendum incorporating changes to this Contract upon which either Party's attorney's approval was conditioned, the attorney's conditional approval shall not be deemed satisfied or waived by the execution of the Addendum by all Parties; and (ii) if either Party's attorney disapproves a Property Inspection Notice and Addendum ("PINA") in which either PINA2(C) or PINA2(D) is selected, either Party may cancel this Contract. If, following unconditional approval of this Contract pursuant to ATC1(A), either Party's attorney conditionally approves an Addendum before the end of the Addendum Approval Period, either Party may cancel the Addendum at any time prior to unconditional approval of the Addendum by the attorneys for both Parties, but this Contract shall remain in full force and effect. If there is no disapproval, conditional approval or approval of the Addendum by an attorney on behalf of a Party by the end of the Addendum Approval Period, the Addendum Approval Contingency is deemed waived by that Party. Disapproval, conditional approval or approval must be in writing and must be received by the attorney representing the other Party, if known, or if not known, the other Party, before the expiration of the Addendum Approval Period.

ATC2. SEARCH AND SURVEY.

(A) Search. Seller shall provide a tax and title search which covers the Property only, fully guaranteed by a title insurance corporation licensed under Article 64 of the Insurance Law ("Search"). Unless the standards adopted by the bar association applicable for the Property locality ("Bar Association") provide otherwise, the first set-out of the Search shall be the first recorded source of title in the County Clerk's Office or a deed to an apparent owner recorded prior to 1920. The last continuation of the Search shall be dated after the Contract Date. If the description certified to in the Search contains references to boundary or other prior instruments, the Search shall show, for information purposes, the descriptions contained in the instruments. Seller shall also provide local tax certificates where not covered by the Search.

(B) Survey. Seller shall provide a survey map of the Property prepared according to the Bar Association standards or, if none, BAEC standards, from a survey of the Property performed after the Contract Date by a professional who is licensed or otherwise authorized under the New York Education Law to practice land surveying ("Survey"). If the Survey includes a certification or statement indicating for whom it was prepared the Survey must, at Seller's expense, be certified to Purchaser, Purchaser's lender(s), Purchaser's attorney and the title insurance agent(s) and company(ies) providing any title insurance in connection with this transaction.

(C) Order and Delivery. Seller shall order the Search and Survey within 5 Business Days after the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Investigation Contingency, if applicable. Seller shall deliver the Search,

local tax certificates and the Survey to Purchaser's attorney not less than 15 Business Days before the Contract Closing Date.

- (D) **Return on Cancellation.** In the event this Contract is cancelled pursuant to any of its terms, Purchaser shall have the Search and Survey returned to Seller or Seller's attorney within 7 Business Days after receipt of a notice of cancellation.

ATC3. COSTS. Except as otherwise provided, in addition to the costs set forth elsewhere in this Contract, (i) Seller shall pay for the Search to the date of Closing and for the Survey, transfer tax, filing fee for transfer tax forms, recording fees for any documentation required to cure any Title Defects (as defined in Paragraph ATC5(B)), the special additional mortgage tax, all costs to be paid to the County Clerk to enable the deeds, in excess of one, to be recorded, any estimated New York State income tax due at Closing, and any additional transfer tax imposed under Tax Law Section 1402-a if Purchaser is exempt from paying such tax; and (ii) Purchaser shall pay the mortgage tax, fees for recording deed and mortgage(s), filing fee for Real Property Transfer Report, fee for certification of the Survey (if requested by Purchaser or Purchaser's attorney), mortgage holder's assumption and release of liability fees, any additional transfer tax imposed under Tax Law Section 1402-a, unless Purchaser is exempt from paying such tax, and, except as otherwise provided in this Contract, all fees, costs and other charges imposed or required by Purchaser's lender.

ATC4. RIGHT TO FARM DISCLOSURE. It is or may be the policy of the County to conserve, protect and encourage the development and improvement of agricultural land for the production of food and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that farming activities occur within the County. Such farming activities may include, but not be limited to, activities that cause noise, dust, fumes, odors, smoke, insects, operation of machinery during any hour of the day or evening, storage and disposal of plant and animal waste products, and the application of fertilizers, soil amendments, and pesticides by ground or aerial spraying or other method. Property owners and residents of the County should be aware that farmers have the right to undertake generally accepted practices and one should expect such conditions as a normal and necessary aspect of living in an agricultural area.

ATC5. STATUS OF TITLE.

- (A) **Quality of Title.** At Closing, Seller shall convey to Purchaser good and marketable title to the Property and Included Items in fee simple, free and clear of all liens and encumbrances, except as stated in this Contract. Purchaser will accept title to the Property subject to (i) restrictions of record, provided they do not conflict with the Current Uses/Improvements, Intended Uses or Intended Improvements and have not been violated, unless their enforcement is barred by law; (ii) easements and rights-of-way of record for water lines, sanitary sewer lines, drainage, gas pipelines, electrical lines, media and communication lines, provided they are or may be used to service the Property and provided the Current Uses/Improvements, Intended Uses or Intended Improvements are not or will not be within the easements or rights-of-way areas; and (iii) the encumbrances itemized in Paragraph 11, if any.
- (B) **Title Objections.** Purchaser's attorney shall notify Seller's attorney of all defects, liens and encumbrances to Seller's title to the Property to which Purchaser objects and which Purchaser is not required to accept under this Contract ("Title Defects"). Seller shall in good faith attempt to cure the Title Defects. Seller shall have the later of (i) 10 Business Days after Seller's attorney receives notice of the Title Defects, or (ii) the Contract Closing Date in which to cure the Title Defects. Purchaser shall accept title to the Property once the Title Defects are cured. If Seller cannot cure the Title Defects within the time period set forth above, but either Party can obtain an owner's title insurance policy reasonably and adequately insuring the uncured Title Defects in the amount of the Purchase Price naming Purchaser as insured, including all endorsements necessary to cover the Title Defects, a market value rider (if available) and a covenant by the issuing company to reissue the policy containing the same affirmative coverages ("Owner's Policy"), at standard rates and at no additional cost or obligation to Purchaser, then Purchaser shall accept the Owner's Policy and title to the Property. Seller shall in good faith comply with all reasonable requests of the title insurer to enable it to insure over the Title Defects, including all requirements relating to Title Defects occurring or arising during Seller's ownership of the Property.
- (C) **Title Insurance.** Purchaser's attorney shall order any title insurance policy and any required endorsement insuring Purchaser's lender ("Loan Policy"). If an Owner's Policy is required under Paragraph ATC5(B), the Owner's Policy shall be issued by the company chosen by Seller's attorney, provided the premium for the Owner's Policy without a simultaneous Loan Policy is not greater than that for which Seller is responsible under Paragraph ATC5(D). Otherwise, the Owner's Policy shall be issued by the company issuing the Loan Policy, if available. If no Loan Policy is required or if an Owner's Policy is not available from the company issuing the Loan Policy, the Owner's Policy shall be issued by (i) the company chosen by Seller's attorney, or (ii) the company chosen by Purchaser's attorney if Seller's attorney does not obtain the Owner's Policy.
- (D) **Title Insurance Premiums.** If Seller is required to provide an Owner's Policy under Paragraph ATC5(B) or CHAR3(B)(1)(a), if applicable, and if no Loan Policy is required or obtained, or if the Owner's Policy is not available from the company issuing the Loan Policy, Seller shall pay the premium for the Owner's Policy at the full standard rate. If a Loan Policy is required or obtained and if an Owner's Policy is required and is available

from the company issuing the Loan Policy, Purchaser shall pay the full premium for the Loan Policy, and Seller shall pay an amount equal to the combined premium for the Owner's Policy and simultaneous Loan Policy, less the premium for the Loan Policy at the standard rate.

- (E) **Contract Termination.** If Seller cannot cure all Title Defects within the time period provided in Paragraph ATC5(B) and if an Owner's Policy insuring over the Title Defects cannot be obtained in accordance with Paragraph ATC5(B), (i) Purchaser may cancel this Contract, (ii) Purchaser may elect to accept title as Seller can convey, or (iii) Seller may cancel this Contract if Purchaser fails to elect to accept such title within 3 Business Days after Purchaser receives a demand by Seller to accept title to the Property.
- (F) **Title Examination Standards.** The standards for title examination of the Bar Association applicable for the Property locality or, if none, BAEC standards, shall apply to this Contract.

ATC6. DEED. At Closing, Seller shall deliver to Purchaser all documentation, in recordable form where required, reasonably necessary for Seller to comply with this Contract including (i) a warranty deed with lien covenant if Seller is a natural person, (ii) a fiduciary deed with lien covenant if Seller is a fiduciary, (iii) a bargain and sale deed with lien covenant and covenants against grantor's acts if Seller is not a natural person, and/or (iv) a bargain and sale deed with lien covenant and covenant against grantor's acts for so much of the Property as may be affected by a Title Defect which is accepted by Purchaser or which will be insured over by an Owner's Policy.

ATC7. INSPECTION AND UTILITIES. Before Closing (but after a Loan Commitment has been accepted) and upon reasonable notice to Seller, Purchaser shall have the right to a single final inspection of the Property and Included Items ("Final Inspection"). Seller shall arrange for final utility readings and Purchaser shall arrange for the transfer of utility services to Purchaser effective as of the date of Closing.

ATC8. POSSESSION. Subject only to the tenancies listed on the *Rented Property Rider*, if applicable, at Closing, Purchaser shall have possession of all of the Property and Included Items and the Property shall be vacant.

ATC9. PAYMENT OF ADJUSTED BALANCE.

- (A) **Acceptable Funds.** The Adjusted Balance shall be paid by:
- (1) Cash, but not in excess of \$500.00;
 - (2) Certified check(s) drawn on, or bank draft(s) or official check(s) issued by a New York State branch of any Financial Institution, with the original payee as Seller or as Seller's attorney may otherwise direct upon not less than 2 Business Days notice to Purchaser's attorney.
 - (3) As otherwise agreed to in writing by Seller or Seller's attorney.
- (B) **Payment Accepted Subject to Collection.** Any non-cash payment is accepted subject to collection.

ATC10. CANCELLATION. Any cancellation made under any Paragraph of this Contract, other than Paragraph ATC1(A), shall be made by notice by the cancelling Party to the other Party ("Cancellation Notice"). The Cancellation Notice must state the reason for the cancellation and a copy of the Cancellation Notice must be delivered to the Escrow Agent. If the cancelling Party delivers a Cancellation Notice to the other Party and Escrow Agent and if a notice by the other Party objecting to the cancellation of this Contract ("Cancellation Objection Notice") is not received by the cancelling Party and Escrow Agent within 10 days following their receipt of a Cancellation Notice, or if this Contract is cancelled under Paragraph ATC1(A), this Contract shall automatically terminate upon that event, the Deposits shall be returned to Purchaser and neither Party nor the Brokers shall have any rights or obligations arising out of this Contract (other than obligations under this Contract that are intended to survive any cancellation or termination).

ATC11. ESCROW.

- (A) **Trust Funds.** Escrow Agent's sole duties and responsibilities shall be as a stakeholder only to hold the Deposits in trust for the benefit of the Parties and disburse the Deposits following Closing or cancellation in accordance with this Contract notwithstanding that Escrow Agent may act as attorney or real estate broker for either Party in this transaction. At no time shall the Deposits be the property of Escrow Agent and at no time shall Escrow Agent earn any interest on the Deposits.
- (B) **Brokers' Commissions.** The Brokers brought about this sale and, if this Contract is not validly cancelled by either Party, the Parties shall pay the entire compensation to the Brokers in accordance with their respective written agreements unless the Closing does not take place through no fault of the Party owing the compensation ("Commissions"). However, if no Brokers are identified in this Contract, each Party represents that such Party has not dealt with any person who brought about this sale. Each Party shall indemnify, defend and hold the other harmless from and against any and all causes of action, claims, damages, judgments, awards, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for compensation by any person for having brought about this sale.
- (C) **Closing Disbursements.** If Escrow Agent has signed this Contract, Seller authorizes Escrow Agent to, and Escrow Agent shall, apply the Deposits at Closing, first to the payment of the Commissions owed by Seller, then to payment of Seller's costs as set forth in this Contract. The balance of the Deposits, if any, shall be paid to Seller or any other payee identified by Seller or Seller's attorney. In the event the Deposits are not sufficient to pay the Commissions owed by Seller, Seller authorizes Seller's attorney to, and Seller's attorney shall, pay the

- balance of the Commissions owed by Seller from the net proceeds due Seller at Closing. In the event Escrow Agent is the Listing Real Estate Broker, Escrow Agent will pay any Commissions due to the Selling Real Estate Broker out of Escrow Agent's escrow account within 7 Business Days after receipt of final payment from Seller.
- (D) **Return of Deposits.** Except as otherwise provided in this Contract, Escrow Agent, in its capacity, is not subject to the unilateral direction of any Party with respect to the return of Deposits after cancellation. If this Contract is cancelled under Paragraph ATC1(A), Escrow Agent shall return the Deposits to Purchaser within 5 Business Days following Escrow Agent's receipt of a notice of disapproval or cancellation. If this Contract is cancelled under any other Paragraph in accordance with Paragraph ATC10, Escrow Agent shall return the Deposits to Purchaser within 14 days following Escrow Agent's receipt of a Cancellation Notice provided Escrow Agent did not timely receive a Cancellation Objection Notice. In all other cases, the Deposits shall be distributed by Escrow Agent to Seller or Purchaser as the case may be within 5 Business Days after the earliest of:
- (1) Escrow Agent's receipt of a mutual release (on a Bar Association approved form) executed and delivered by each of the Parties and Brokers to the others on terms agreed to by the Parties and Brokers that designates the manner in which the Deposits are to be distributed ("Release").;
 - (2) Escrow Agent's receipt of a copy of a final non-appealable court order which directs how the Deposits are to be distributed; or
 - (3) The date designated by Escrow Agent in a Notice of Intention (as defined below) as the date by which written objections to the release of the Deposits must be received by Escrow Agent, provided no written objection is received by Escrow Agent by such designated date. A "Notice of Intention" is a notice given by Escrow Agent to the Parties and their respective attorneys of Escrow Agent's intention to distribute the Deposits to Seller or Purchaser, as the case may be, due to a cancellation or breach of this Contract. The Notice of Intention shall be delivered by certified mail, return receipt requested and a copy by first class mail at least 7 days prior to such designated date and shall specify to whom the Deposits shall be distributed and the amount to be distributed to each. Escrow Agent shall deliver a Notice of Intention within 3 Business Days following Escrow Agent's receipt of a written demand for same from a Party.
 - (4) In the event Escrow Agent receives a written objection pursuant to Paragraph ATC11(D)(3) by the date designated in the Notice of Intention, Escrow Agent may thereafter deposit the Deposits with any New York State court in whose jurisdiction any part the Property lies and commence an interpleader action to determine the disposition of the Deposits ("Interpleader Action"). Each Party shall reimburse Escrow Agent one-half of all expenses incurred by Escrow Agent, including court costs and reasonable attorneys fees, arising out of the commencement and prosecution of the Interpleader Action unless the court directs a different allocation of Escrow Agent's expenses.
- (E) **Escrow Agent.** By accepting the Deposits, (i) Escrow Agent warrants that the individual signing on behalf of Escrow Agent is authorized to bind Escrow Agent and (ii) agrees to act in accordance with the terms of Paragraphs 4, ATC10, ATC11, ATC12, ATC13 and ATC14. Escrow Agent is not a party to this Contract for any other purpose and in such capacity shall not be liable for any damages under this Contract except for any act or omission inconsistent with the terms of this Contract.
- (F) **Rights Retained.** Nothing contained in this Paragraph shall affect any right of either Party with respect to any claim against the Brokers.

ATC12. NOTICES.

- (A) **Addresses.** All notices, demands and objections given under this Contract ("Notice(s)") shall be *in writing and delivered* in accordance with Paragraph ATC13, except as provided in Paragraph ATC11(D)(3), and a copy *should* be sent to the Brokers. Notice(s) to be delivered to Seller, Purchaser or Escrow Agent, other than those personally delivered, shall be delivered to Seller's, Purchaser's or Escrow Agent's address listed in this Contract, unless such Party has given notice to the other Parties of different address.
- (B) **Notice by Attorney.** Notice(s) to Seller may be given or made by Purchaser or on behalf of Purchaser by Purchaser's attorney *with a copy to Seller* of only any notice of cancellation, notice declaring time of the essence or notice of satisfaction of any Sale Contingency. Notice(s) to Purchaser may be given or made by Seller or on behalf of Seller by Seller's attorney *with a copy to Purchaser* of only any notice of cancellation, notice declaring time of the essence or notice of acceptance of a Subsequent Agreement (as defined in Paragraph SCR2), if applicable.

ATC13. ADDITIONAL REFERENCES/DEFINITIONS. The following terms shall have the following meanings throughout, and in all modifications of, this Contract:

- (A) **Delivery.** Unless otherwise specifically provided, any delivery of this Contract or Notice(s) ("Document(s)") shall be made by fax, personal delivery, first class mail, overnight delivery service or verified by a Signature Authenticator (as defined in ATC14(C)). If delivery is made by fax, an original or copy of the Document(s) shall be mailed by first class prepaid mail no later than 1 Business Day following the date of the confirmed fax transmission.
- (B) **Receipt.**
- (1) If delivery is made by fax, the Document(s) transmitted shall be deemed received on the date the sender

- receives confirmation from the recipient's equipment that the entire transmission has been received, provided the required mailing is completed.
- (2) If delivery is made by personal delivery, the Document(s) delivered shall be deemed received on the date delivered.
 - (3) If delivery is made by first class mail or overnight delivery service, the Document(s) delivered shall be deemed received 1 Business Day following the date upon which the Document(s) is/are deposited with the postal service with required postage affixed or with the delivery service with delivery charges prepaid or charged to the sender's account.
 - (4) If delivery is made by certified mail as required by this Contract, the Document(s) delivered shall be deemed received (a) on the date the return receipt is signed, (b) on the date delivery is refused, or (c) if the mailing is not claimed, 3 Business Days following the date upon which the Document(s) is/are deposited with the postal service with required postage affixed, provided copies of the Document(s) was/were mailed by first class prepaid mail no later than 1 Business Day following the certified mailing.
 - (5) If delivery is made by a Signature Authenticator, the Document(s) shall be deemed received by the recipient on the date of receipt as reflected in the records of the Signature Authenticator.
 - (6) If delivery is made in a manner which does not comply with the provisions of Paragraph ATC13(A), including email to the intended recipient's email address and (a) the other Party or the other Party's attorney acknowledges receipt of the Document(s), or (b) receipt is otherwise established, the Document(s) shall be deemed received on the earliest of the date of the acknowledgment, the date of receipt set forth in the acknowledgment, or the date of receipt as otherwise established.
 - (7) Notice(s) given by a Party's attorney in accordance with Paragraph ATC12(B), shall be deemed received on the earlier of the date the Notice(s) is/are received by the other Party or other Party's attorney.
- (C) **Business Day.** "Business Day" shall mean calendar days excluding Saturdays, Sundays and legal holidays and shall end at 5:00 p.m. A day other than a Business Day shall end at 11:59 p.m.
 - (D) **Effective Date.** "Effective Date" shall mean the latest date on which a duplicate or copy of this Contract has been received by both Parties or their attorneys.
 - (E) **Use of Terms.** Whenever the term "including" is used, it shall mean "including but not limited to".

ATC14. MISCELLANEOUS.

- (A) **Attorney's Fees.** In connection with any litigation concerning this Contract, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.
- (B) **Captions.** The captions contained in this Contract are for convenience only and are not intended to limit or amplify the terms of this Contract.
- (C) **Electronic Signatures.** The Parties, Brokers and Escrow Agent agree and consent that this Contract, and every demand, notice and objection given under this Contract, may be signed and initialed in any manner permitted by the laws of New York State including the Electronic Signatures and Records Act and applicable regulations ("ESRA"). Electronic signatures and initials verified by a person acting as a Certification Authority as provided under ESRA ("Signature Authenticator") shall be considered deemed originals.
- (D) **Governing Law.** This Contract shall be interpreted and enforced in accordance with the laws of the State of New York without regard to the principle of conflict of laws. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
- (E) **Jurisdiction.** The Parties agree to submit to the jurisdiction of the Courts of the State of New York in the County in which the Property is located with respect to any dispute arising out of this Contract.
- (F) **Parties Bound/Entire Agreement.** This Contract is intended to bind the Parties and Escrow Agent, and those who succeed to their interests, contains the entire agreement between the Parties, and, for purposes of Paragraphs 4, ATC10, ATC11, ATC12, ATC13 and ATC14, the Escrow Agent. Nothing is binding upon the Parties which is not contained in this Contract. ***Any modification of this Contract must be in writing and signed by the Parties.*** Nothing herein expressed or implied is intended or shall be construed to grant to any person, other than the Parties and those who succeed to their interests, any rights or remedies under or by reason of this Contract.
- (G) **Survival.** The disclosures in Paragraph 6(R), (V) and (W) and the provisions of Paragraphs ATC11(B) and (F) and ATC14 shall survive the Closing or cancellation of this Contract. Any claim arising from failure to comply with Paragraphs 3(D)(5), 3(E)(4), 5, 13, 15, ATC2(C) and (D), ATC8, ATC9(B), ATC10 and ATC11(C) shall survive for 2 years after the Closing or cancellation of this Contract. Whether any other provision of this Contract survives the Closing shall be determined by applicable law or as specifically set forth in this Contract.



August 21, 2026

Page 1 of 2

Dear Supervisor and Board Members,

At the 8/24/2026 Board meeting I will be asking your approval to process the following **2026** budget revisions:

1. This revision is requesting to move \$105.00 to the Justice Equipment budget (A00-1110-0200-0000) from the Justice Contractual budget (A00-1110-0400-0000) to cover equipment expenses.
2. This revision is requesting to move \$2,000.00 to the Building Equipment budget (A00-1620-0200-0000) from the Building Contractual budget (A00-1620-0400-0000) to cover equipment expenses.
3. This revision is requesting to move \$100.00 to the Recreation Concessions Personnel budget (A00-7310-0100-4402) from the Recreation Seasonal Personnel budget (A00-7310-0100-0000) to cover Concessions payroll expenses.
4. This revision is requesting to move \$100.00 to the Recreation Concessions Contractual budget (A00-7310-0402-0000) from the Recreation Contractual budget (A00-7310-0400-0000) to cover Concessions contractual expenses.
5. This revision is requesting to move \$1,682.00 to the Property Insurance budget (DB0-1910-0400-0000) from the General Repairs Contractual budget (DB0-5110-0400-0000) budget to cover insurance expenses.
6. This revision is requesting to move \$135,000.00 to the Machinery Equipment budget (DB0-5130-0200-0000) from Fund Balance budget (DB0-1000-0599-0000) to cover the purchase of new fittings for the new Payloader.
7. This revision is requesting to move \$6,000.00 to the Treatment & Disposal Gasoline budget (SS1-8130-0400-3510) from the Transfer from Other Funds budget (SS1-1000-5031-1189) to cover gasoline expenses.
8. This revision is requesting to move \$25,000.00 to the Sanitary Gas & Electric budget (SS2-8120-0400-3500) from the Transfer from Other Funds budget (SS2-1000-5031-1189) to cover electricity expenses.

Thank you,

Jacquie Agnello
Director of Finance



Lewiston Police Department
4059 Creek Road, Youngstown, NY 14174
Tel: 716.754.8477 * Fax: 716.754.2968
Email: chief@lewpd.com
Chief Michael Salada

August 19, 2026

Members of the Town Board

I am requesting to hire two full time positions to fill upcoming vacancies.

- 1.) Paul Nebel with a start date of September 7, 2026, to replace the vacancy created by Michael Buzzeo who is leaving on August 31, 2026
- 2.) Dylan Ljiljanich with a start date of September 8, 2026 to replace the vacancy created by Anthony Nicoletti when he retires on September 25, 2026.

Both are being hired from the civil service lists and need to attend the Niagara County Law Enforcement Academy which starts on September 8, 2026.

I appreciate your consideration in this matter

Sincerely,

Michael Salada

Chief of Police



September 23, 2024

Rob Morreale
Councilmember
Town of Lewiston

Re: Agreement for Transfer of Certain Street Lighting Facilities between National Grid and the Town of Lewiston

Dear Councilmember Morreale:

This letter is to memorialize discussions between the Town of Lewiston (the "Town") and Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid" or the "Company"), with regard to the maintenance and transfer of certain street light facilities and appurtenances from the Town to the Company, more fully described in Attachment A hereto (the "Facilities").

The Company understands that the Facilities were originally constructed by the Town Highway Department as part of the "Sanborn Area Heritage Village Streetscape Project," funded through the Host Community Greenway Fund through the Niagara River Greenway Commission. The Town therefore owns the Facilities outright, and now seeks to transfer ownership of the Facilities to the Company and for the Company to own and maintain the Facilities.

It is the intent of the Town and the Company (together, the "Parties," and individually a "Party") that any agreement to make such a transfer, for a lump sum price of \$1.00, would be reflected in a formal, comprehensive purchase and sale agreement and other ancillary documents, including a temporary use agreement (collectively the "Future Agreements"), between the Town and National Grid, setting out each Party's respective legal rights and obligations. It is also the intent of the Parties that the Facilities would become part of the Company's street lighting assets and included among the service locations in the Town's street lighting service account.

In consideration of the costs to be borne by National Grid in undertaking repairs of the Facilities and the Parties in pursuing the proposed transaction described in this letter agreement ("Letter"), and other considerations as to the matters described herein, upon execution by the Parties of this Letter, the following paragraphs of this Letter will constitute a legally binding and enforceable agreement to negotiate in good faith with regard to the following:

The Parties intend to transfer the Facilities and hereby agree to negotiate in good faith with an intention of executing the Future Agreements by December 31, 2024, and acknowledge that such Future Agreements may be subject to regulatory approval by the State of New York Public Service Commission ("Commission"), if any approval is necessary, or any other required

municipal approval.

In advance of the transfer, the Town has also requested National Grid to undertake repairs to the Facilities and maintain the Facilities until the transfer is completed. National Grid agrees to accept the Facilities in "as is, where is" condition.

National Grid and the Town agree that each Party will bear the fees and disbursements of their respective lawyers, accountants, and consultants in connection with the preparation of the Future Agreements and the transaction contemplated hereby.

Except where, in this Letter it is expressly provided that the Parties hereto intend to be legally bound, this Letter constitutes a non-binding letter of intent and neither Party shall have any obligation to the other with regard to transfer of the Facilities unless and until the Parties execute the Future Agreements and all required regulatory approvals have been obtained.

This Letter shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of New York other than its laws relating to conflict of laws.

This Letter, together with the attachments appended hereto sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature between them, and no Party shall be bound by any condition, definition, warranty or representation, other than as expressly set forth or provided for in this Letter, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the Party to be bound thereby. This Letter may not be changed or modified, except by agreement in writing, signed by all of the Parties hereto.

Acceptance:

The foregoing terms are accepted this 30 th day of JUNE, 2024

Town of Lewiston

By: St BLP

The foregoing terms are accepted this 9 th day of JULY, 2024

Niagara Mohawk Power Corporation d/b/a National Grid

By: [Signature]

AGREEMENT AND BILL OF SALE

This Agreement and Bill of Sale (“Bill of Sale”) is made as of the last date appearing on the signature page of this Bill of Sale (the “Effective Date”) by and between **NIAGARA MOHAWK POWER CORPORATION d/b/a National Grid**, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 300 Erie Boulevard West, Syracuse, New York 130202 (the “Buyer”) and the **TOWN OF LEWISTON**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 1375 Ridge Road, P.O. Box 330, Lewiston, New York 14092 (the “Seller”). Seller and Buyer are each a “Party” and are, collectively, the “Parties” hereto.

WITNESSETH

WHEREAS, the Seller constructed and owns certain street light facilities and appurtenances (each, individually, a “Facility” and, collectively, the “Facilities” described on Schedule A attached hereto) located within the boundary limits of the Town of Lewiston; and

WHEREAS, Buyer owns, operates and maintains an electric transmission and distribution system, and provides Seller with lighting service to the Facilities under Service Classification (“SC”) No. 3 of Seller’s PSC No. 214 – Outdoor Lighting Tariff; and

WHEREAS, the Seller requested that the Buyer purchase the Facilities as evidenced by the Letter Regarding the Agreement for Transfer of Certain Street Lighting Facilities between National Grid and the Town of Lewiston, dated July 9, 2025 (the “Letter Agreement” attached hereto as Schedule B); and

WHEREAS, upon transfer of the Facilities from the Seller to the Buyer, the Buyer will own the Facilities and will provide lighting service to the Seller under SC No. 2 of Seller’s PSC No. 214 – Outdoor Lighting Tariff;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer agree to the following terms and conditions:

1. The purchase price for the Facilities is one dollar (\$1.00) (the “*Purchase Price*”). Seller acknowledges and agrees that Buyer has paid the Purchase Price to Seller. Each Party shall be responsible for its own costs incurred in connection with the transactions contemplated by this Bill of Sale. Seller shall be responsible for any use, sales or other transfer taxes, if any, imposed by reason of the transfer of the Facilities hereunder.

2. The Seller, for the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, hereby conveys, grants, bargains, sells, transfers, releases, delivers and confirms with warranty covenants, to the Buyer, good, clear and marketable title to the Facilities, free from any defects, liens, leases, mortgages, pledges, security interests, conditional sales agreements, consignments, and other charges, encumbrances and claims of any kind, and hereby assigns, transfers, and sets over unto Buyer all of Seller’s right, title, and interest in and to any and all of the unexpired warranties, guaranties, agreements, contract rights,

or other benefits which Seller may have received from manufacturers, vendors, suppliers, or other third parties relating or pertaining thereto (collectively, "Warranties"). Seller shall deliver to Buyer on the Effective Date all documents relating to the Facilities in Seller's possession, including original purchase documentation and data. The Facilities shall be delivered *in situ*.

It is the intent of the Seller and Buyer that this Bill of Sale transfer all of Seller's right, title, and interest in and to the Facilities and to assign any and all Warranties. In the event that this Bill of Sale does not accomplish the transfer of all of Seller's right, title, and interest in and to the Facilities and/or the assignment of all of Seller's right, title and interest in and to any and all of the Warranties, each of the Parties covenants and agrees to take all steps necessary to effectuate such transfer and/or assignment and to execute, acknowledge, and deliver any and all documents or instruments as may be reasonably necessary to transfer the Facilities and/or assign the Warranties to Buyer and as may be appropriate to confirm or otherwise carry out the transactions contemplated by this Bill of Sale. The provisions of this paragraph shall apply notwithstanding any other provisions of this Bill of Sale and shall survive completion of the transactions contemplated by this Bill of Sale.

3. Seller hereby represents and warrants to Buyer that the following statements are true, correct and complete as of the Effective Date:

(i) Seller is a municipality validly existing and in good standing under the laws of the state in which it is organized and is in good standing and is duly qualified to conduct business in all of the jurisdictions in which it operates;

(ii) Seller has all requisite municipal power and authority to execute and deliver this Bill of Sale, perform all obligations hereunder and consummate the transactions contemplated hereby; the execution and delivery of this Agreement has been duly and validly authorized by all necessary municipal action this Bill of Sale constitutes the valid and legally binding obligation of Seller, and is enforceable in accordance with its terms;

(iii) neither the execution and delivery of this Bill of Sale by the Seller, nor the consummation by the Seller of the transactions contemplated hereby, will constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any lien, security interest, or other encumbrance upon any of the Facilities, pursuant to: the Certificate of Incorporation, bylaws, operating agreement or similar organizational documents of the Seller, each as amended to date, any agreement or commitment to which the Seller is a party or by which the Seller or any of its properties (including, without limitation, the Facilities) is bound or to which the Seller or any of such properties is subject, or any statute or any judgment, decree, order, regulation or rule of any court or governmental authority; no third party has any right of first refusal or any non-competition agreement with Seller which could in any way affect the transactions or other agreements contemplated by this Bill of Sale;

(iv) Seller is the sole lawful owner of the Facilities and does not own the Facilities through any other firm, corporation, or other entity or pursuant to any partnership, joint venture, or other agreement or arrangement, has good and clear record and marketable title to the Facilities;

(v) Seller holds all necessary approvals, authorizations, permits, licenses, consents, and other permissions, whether corporate, regulatory, or otherwise required to perform its obligations under this Bill of Sale and to convey the Facilities to Buyer as contemplated herein;

(vi) the conveyance of the Facilities to Buyer will not render any of the Warranties void or voidable; Buyer shall have the benefit of all of Seller's rights in and to the Warranties upon transfer of the Facilities to Buyer; and Seller has provided true, accurate, and complete originals or copies of the Warranties to Buyer on or before the Effective Date;

(vii) there are no claims, actions, lawsuits, investigations, or other proceedings pending or threatened against or relating to Seller or the Facilities, which in any way affect or could affect the Facilities or the ability of Buyer to operate the Facilities, whether or not covered by insurance, and there is no unsatisfied judgment, order, notice, writ, injunction, decree, assessment, or other command of any court or any federal, state, local, foreign, or other governmental department, commission, board, bureau, agency, or instrumentality which has been entered against or served upon Seller or the Facilities which could affect the Facilities; Seller is not in default under any promissory note, loan agreement, capitalized lease, or other instrument or agreement evidencing or securing borrowed money or credit received, relating to the Facilities;

(viii) there has not been a Release (as hereinafter defined) or Threat of Release (as hereinafter defined) of any Hazardous Substances (as hereinafter defined) in connection with the Facilities;

Seller has not received any notice that it is the subject of any investigation or proceeding pertaining to the presence of or the release or threatened release of any hazardous substance, hazardous waste, petroleum or petroleum product, or the compliance or noncompliance with any Environmental Laws, relating to, or in connection with, the Facilities;

Seller is in compliance with all Environmental Laws relating to the ownership and operation of the Facilities and Seller has obtained all permits, authorizations, and licenses and caused all notifications to be made as required by all Environmental Laws in connection with the Facilities;

For purposes of this Bill of Sale, the following words and phrases shall have the following meanings: "Environment" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata and ambient air; "Environmental Law" shall mean any environmental or health and safety-related law, regulation, rule, ordinance or by-law at the federal, state or local level, whether existing as of the date hereof, previously enforced or subsequently enacted, or any judicial or administrative interpretation thereof; "Hazardous Substances" shall mean any pollutant, contaminant, toxic substance, hazardous material, hazardous waste or hazardous substance, or any oil, petroleum or petroleum product, as defined in or pursuant to the Federal Clean Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section

9601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq., or any other Environmental Law; "Release" shall mean any releasing, spilling, leaking, contaminating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Substances into the Environment; "Threat of Release" shall mean a substantial likelihood of a Release that requires action to prevent or mitigate damage to the Environment that may result from such Release;

(ix) Seller has not received any written notification that it is in violation of any applicable laws affecting the Facilities and Seller is now in compliance in all material respects with all statutes, laws, ordinances, rules, regulations, orders, and directives of any and all governments, governmental bodies and agencies, and public authorities whatsoever, and in compliance with applicable insurance underwriting standards, pertaining or relating to the Facilities or the operation thereof;

(x) the Facilities have been operated and maintained, at all times, in accordance with best utility practices, the National Electrical Safety Code, all applicable Federal, state, and local laws, rules, ordinances, and regulations, the specifications and requirements of the Buyer, and Buyer's PSC No. 214 – Outdoor Lighting Tariff;

(xi) construction, installation and testing of the Facilities is complete and the Facilities are in good and operable condition and useable for their intended purposes; and

(xii) this Bill of Sale and all other documents, certificates, and instruments delivered to Buyer by Seller in connection with the transactions contemplated by this Bill of Sale are, and will be, true and correct in all material respects and there is no fact known to Seller which is not set forth in this Bill of Sale and which materially and adversely affects, or which could materially and adversely affect, the sale or condition of the Facilities, Buyer's ability to operate the Facilities, or the receipt by Buyer of good title to the Facilities as contemplated by this Bill of Sale.

All representations and warranties made in this Bill of Sale shall survive and shall not merge upon completion of the transactions contemplated hereby. Anything in this Bill of Sale to the contrary notwithstanding, the effect of the representations and warranties made in this Bill of Sale by Seller shall not be diminished or deemed to be waived by any inspections, tests or investigations with respect to the Facilities made by Buyer or its agents, contractors or employees.

4. Seller hereby covenants and agrees for the benefit of Buyer that Seller will, for Seller and Seller's successors and assigns, warrant and forever defend, at Seller's sole cost and expense, the right, title, and interest of Buyer and Buyer's successors and assigns in and to the Facilities and Warranties against the lawful claims and demands of all persons; and take all steps necessary to ensure that Buyer has the benefit of all of Seller's rights in and to the Warranties upon transfer of the Facilities to Buyer. The provisions of this paragraph shall survive completion of the transactions contemplated by this Bill of Sale.

Seller hereby constitutes and appoints Buyer, and its successors and assigns, as the Seller's true and lawful attorney, with full power of substitution, in the Seller's name and stead, by, on behalf

of, and for the benefit of Buyer, and its successors and assigns, to demand and receive any and all of the Facilities transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, for the benefit of Buyer, and its successors and assigns, and at Seller's expense, any and all proceedings at law, in equity or otherwise, which Buyer, and its successors or assigns, may deem proper for the collection or reduction to possession of any of the Facilities transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed, transferred, and delivered, and to do all acts and things in relation to the Facilities transferred hereunder which Buyer, and its successors or assigns, shall deem desirable. The provisions of this paragraph shall survive completion of the transactions contemplated by this Bill of Sale.

5. The Buyer shall not assume, and shall not be deemed to have assumed or otherwise become liable for, any liability, debt, claim, or obligation of the Seller whatsoever, whether in connection with the Facilities or otherwise, known or unknown, accrued or contingent, other than as expressly set forth in this Bill of Sale. To the fullest extent permitted by applicable law, Seller agrees, on behalf of itself and any other person or entity acting on behalf of Seller, to defend with counsel satisfactory to Buyer and to pay, protect, indemnify, release and save harmless Buyer and its direct and indirect parents and affiliates and their successors and assigns and any of the officers, directors, employees, agents, contractors, and shareholders of any of them ("Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including any and all attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, death, personal injury and property damage, economic damage, claims brought by third parties for personal injury, property or other damages, or environmental damage or harm (including for investigation, response, removal, clean-up, and/or remediation for any Release of Hazardous Substances), (i) in connection with the Facilities to the extent arising, directly or indirectly, from events occurring prior to the Effective Date, (ii) to the extent arising from any breach or nonperformance under this Bill of Sale by Seller, including any breach of Seller representations or warranties, or (iii) arising out of the failure of any of the rights in and to the Facilities or Warranties to vest in Buyer upon the transfer of the Facilities to Buyer as contemplated hereunder. The provisions of this paragraph shall survive completion of the transactions contemplated by this Bill of Sale.

6. To the extent that any provision of this Bill of Sale shall be held to be invalid, illegal or unenforceable, it shall be modified so as to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of this Bill of Sale. Each Party represents and warrants to the other that the signatory identified beneath its name below has full authority to execute this Bill of Sale on its behalf.

This Bill of Sale pertains exclusively to the Facilities as more fully described by Schedule A hereto and governs all matters pertaining to the Facilities. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Bill of Sale shall not be amended, superseded or modified, in whole or in part, except in a writing signed by both Parties. The Parties agree that time is of the essence for the transactions contemplated by this Bill of Sale.

This Bill of Sale shall be governed and construed in accordance with the laws of the State of New York without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Bill of Sale. Venue in any action or proceeding shall be in the State of New York.

This Bill of Sale shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and delivery or performance.

This Bill of Sale may be executed in multiple counterparts, each of which shall be considered an original.

[Signatures are on following page.]

IN WITNESS WHEREOF, the Parties hereto have each caused these presents to be signed in their names and behalf by their respective duly authorized representatives, under seal, as of the dates set forth below.

**NIAGARA MOHAWK POWER COMPANY d/b/a
NATIONAL GRID, Buyer**

By: _____
Name:
Title:

TOWN OF LEWISTON, Seller

By: _____
Name:
Title:

Schedule A to Agreement and Bill of Sale
Description of Facilities

Recreational WAREHOUSE

Lisa Parnell
Sales Representative

North Tonawanda, NY 14120
Phone: (716) 692-1234 x117
Fax: (716) 692-3687
sales@recwmy.com

575 River Road

www.recwmy.com

RECREATIONAL WAREHOUSE

*716-534-5121

Texas ^{John} Town Lewiston Phone 716-570-8703
Quantum WALL HEIGHT 54"

POOL MATERIALS

- ☐ Standard grade galvanized steel
- ☐ Industrial grade galvanized steel
- ☒ Textured vinyl coated industrial galvanized steel
- ☒ Resin topseats and bottom rims
- ☒ Resin top plates and top rims

LINERS

- ☐ Virgin Vinyl 20 ga.
- ☐ Virgin Vinyl 20 ga. with Print Floor
- ☒ Deluxe 25 ga. print
- ☐ Fish 25 ga. print

This pool is warranted for 25 years

LADDERS

- ☐ Heavy Duty In-pool _____ MFG
- ☐ Heavy Duty A-Frame
- ☐ Deck Ladder/Step/Main Access
- ☐ Pool Step 31" wide step 1
- ☐ Antigua Step 32"/Blue Torrent
- ☐ Wedding Cake Step/Blue Torrent
- ☐ Step 1 + ground to pool ladder
- ☐ Trinidad Enclosure System w/Gate
- ☐ Entry System w/Gate

☐ Hydro Tools Cartridge Filter _____ Sq. Ft.

☐ Hydro Tools Sand Filter / Blue Torrent / _____ Tank Size

* 510 Riverdale Ave *

ACCESSORY KITS

- ☐ **DELUXE**
- Deluxe Thru-Wall Skimmer and Return
 - Deluxe Telescopic Vacuum Pole
 - 1 1/2 Vacuum hose
 - 1/2 Moon weighted Vacuum Head
 - Leaf Skimmer Head
 - Test Strips
 - Thermometer
 - Sand or Earth for Filter
 - 25 ft. Backwash Hose
 - Conditioner
 - pH Plus
 - pH Minus
 - 1 lb. of Powder Shock
 - Water Shut-off Valve

- ☐ **REGAL**
- Deluxe Thru-Wall Skimmer and Return
 - Deluxe Telescopic Vacuum Pole
 - 1 1/2 Vacuum hose
 - Clear Triangle Vacuum Head
 - Heavy Duty Leaf Skimmer
 - Test Strips
 - Jumbo Thermometer
 - Sand or Earth for Filter
 - 25 ft. Backwash Hose
 - Conditioner
 - pH Plus / pH Minus
 - Heavy Duty Wall Brush
 - 1 lb. of Powder Shock
 - Water Shut-off Valve

OPTIONS

- ☐ Pool Cleaner _____
- ☐ Salt System _____
- ☐ **SOLAR AND WINTER COVER PACKAGE INCLUDING:**
 - Heavy Duty Solar Cover - 3 yr. warranty
 - Winter Cover w/Air Pillow - 8 yr. warranty
 - Cable and Winch Tie-Down
- ☐ Pool Alarm
ASTM approved _____
- ☐ U.L. grounding fittings kit _____

Other

Rocklay \$3192.96 total
 3339.99 +1800
 - 10% -50.00
 2955.99 inst

Quantum
 Regular Price \$ 2589.99

Sale Price \$ 2280.99

Installation Costs \$ 1800.00

Salesperson 716-692-1234

Sale Ends

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RECREATION.

WAREHOUSE

575 RIVER RD
NORTH TONAWANDA, NY 14120

716 692 1234

WWW.RECWN.Y.COM

Transaction: 000042

Total \$3,192.47

CREDIT CARD SALE \$3,192.47

MASTERCARD 6565

Retain this copy for statement
validation

28-Jun-2026 2:32:29P

\$3,192.47 | Method:

CONTACTLESS

MASTERCARD

XXXXXXXXXXXX6565

Reference ID: 617900699961

Auth ID: 06869B

MID: *****6882

AID: A0000000041010

AthNtwkNm: MASTERCARD

Clover ID: 9716TCNXM29H8

Payment 1KBE2.../1HCJJ

Clover Privacy Policy

<https://clover.com/privacy>

ational Warehouse

ORTH TONAWANDA, N.Y. 14120 • (716) 692-1234

Date

Phone

Off

Zip

DESCRIPTION

AMOUNT

Pd. In Full	Bank Note	On Acct.	Paid Out	Deposit	Charge	SUB TOTAL
						3192.47
						SALES TAX
						82.31
						TOTAL
						3274.78
						AMNT PAID
						3192.47
						BAL. DUE
						82.31

E-mail:

www.recwny.com

No

112994

27' round $\approx$ 17,400 Gal.
54" deep

$$= 2,326 \text{ ft}^3$$

\$ 82.31

Sewer portion
credit request

Briggett Cogland

From: Michele Fortuna <fortuna.michele26@gmail.com>
Sent: Friday, August 14, 2026 11:04 AM
To: Briggett Cogland
Subject: {EXTERNAL} Fortuna pool one time pool credit

Caution: This message originated outside the organization and may contain malicious links or attachments. Please do not open attachments or click links unless you know the sender and are expecting the message.

Pool dimensions-40 x 22 x 9' deep end 3.7 foot shallow and 45,000 gallons her address is 5268 Lewiston Rd. town of Lewiston 14092

Please let me know if you need anything else or have any questions. My phone number is 716-316-8194. My name is Joe Fortuna thank you.

$$45,000 \text{ GAL} = 6,016 \text{ ft}^3$$

\$188.54

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Date: August 1, 2026

Subject: Request for Sewer Credit for Swimming Pool Fill

To Whom It May Concern,

I am requesting a sewer usage credit for the water used to fill my above-ground swimming pool, as this water did not enter the sanitary sewer system.

Account Holder: Kate Mess Baldassarre

Service Address: 603 Park Lane, Lewiston, NY 14092

The swimming pool is a 21-foot round above-ground pool with an approximate capacity of 10,400 gallons. The pool was filled on July 30, 2026.

Enclosed is a copy of my swimming pool purchase receipt. I respectfully request a credit for the sewer portion of the water used to fill the pool, as the water was used solely to fill the swimming pool and did not enter the sanitary sewer system.

Thank you for your time and consideration. If you require any additional information, please do not hesitate to contact me.

Sincerely,

Kate Mess Baldassarre
603 Park Lane
Lewiston, NY 14092
716-523-2418
Kmess0315@gmail.com

ACCOUNT # 30330603-00

$$10,400 \div 7.48 = 1,390 \text{ ft}^3 = \$43.56$$

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Precision Pools

Dusan Ristic. Inc

Tonawanda NY, 14150

Phone # (716)563-4603

E-Mail: ristic07@gmail.com

CONTRACT

- Customer must obtain all permits required by town or state.
- Provide the location for pool and call dig safely New York.
- Provide adequate water supply for filling of pool at the time of installation.
- Customer must backfill in against and around the pool within one week or sooner depending on weather conditions, if this is not done within that time warranty will be **void**.
- It is customer's responsibility to get rid of any sod, dirt, or boxes.
- Installer named above will not be responsible for any roots or disturbing of grass/soil do to the ground softness and weight of the machine and its tracks.
- Removal of obstructions in ground: roots, dense slate, boulders, pipes, footers, etc extra labor costs will apply.
- Installer named above is not responsible for any liner holes after the third day of installation.
- If installer named above is installing/fixing a used pool, installer is not responsible for any damaged parts.
- It is customer's responsibility to shut off water when pool is done filling.
- There is absolutely **no warranty** on installations of used pools.
- Please make all checks payable to **Dusan Ristic. Inc**, Thank You.

Basic Installation	Size <u>21</u>	Labor Performed <u>Pool install</u>	\$ <u>1700</u>
Extra Inches	<u>2</u>	<u>"4x25</u>	\$ <u>100</u>
Dish			\$
Bottom Drain			\$
Extras			\$

Paid With: Check ___ # _____

Cash X

Total \$ 1800.00
paid in
FULL

Customer Name (Please Print) Chris Baldassarre

Address 603 Park Lane
Levittown NY 14091

Phone Number _____

Customer Signature: [Signature]

Date: 7/30/26

Installer Signature: [Signature]

Date: 7/30/26

Thank you for your business!