

**REGULAR TOWN BOARD MEETING
PUBLIC HEARING LOCAL LAW 5-2026**

September 28, 2026 6:00 PM

ZOOM

<https://us02web.zoom.us/j/82945815949?pwd=QaKvbSaNzrV1OdmN7nYYYzeKhMjmL6.1>

Meeting ID: 829 4581 5949

Passcode: 416917

AGENDA

PLEDGE OF ALLEGIANCE / SILENT REFLECTION

NIAGARA MILITARY AFFAIRS COUNCIL PRESENTATION

PUBLIC HEARING LOCAL LAW 5-2026

“A Local Law Imposing a Temporary Moratorium on the Acceptance, Processing, Approval, Construction, Installation, and Operation of Battery Energy Storage Systems, Including Battery Energy Storage Systems Associated with Commercial Solar Energy Systems and Stand-Alone Battery Energy Storage Facilities.”

AGENDA APPROVAL

RESIDENT STATEMENTS

APPROVAL OF MINUTES 9/14/2026 WS

ABSTRACT OF CLAIMS Councilman Morreale

DEPARTMENT HEAD STATEMENTS

Clerk's Office – Employee Retirement

OLD/PENDING BUSINESS

NEW BUSINESS

SUPERVISOR BRODERICK

- 1) Liaison Report
 - a. Local Law 5-2026
 - b. Temporary Court Clerk Position
 - c. Lewiston Public Library Proposal
- 2) Legal
- 3) Engineering
 - a. Perry Court Drainage Study Proposal
- 4) Finance
 - a. Budget Revisions
 - b. 2027 Tentative Budget

COUNCILMAN BURG

- 1) Liaison Report

COUNCILMAN MORREALE

- 1) Liaison Report
 - a. One Lot Split – 2831 Lower Mountain Road
 - b. Pool Sewer Forgiveness – 5144 Dana Drive

COUNCILMAN MYERS

- 1) Liaison Report

COUNCILWOMAN WAECHTER

- 1) Liaison Report
 - a. Part-Time Care Van Driver

RESIDENT STATEMENTS

Upcoming Boards/Commission meetings

Zoning Board	October 8	6:00 P.M.
Columbus/Indigenous Peoples Day	October 12	Offices Closed
Town Work Session	October 15	6:00 P.M.
Planning Board	October 22	6:30 P.M.
Town Board Meeting	October 26	6:00 P.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/82945815949?pwd=QaKvbSaNzrV1OdmN7nYYYzeKhMjmL6.1>

Meeting ID: 829 4581 5949

Passcode: 416917

One tap mobile

+16469313860,,82945815949#,,,,*416917# US

+16465588656,,82945815949#,,,,*416917# US (New York)

Join instructions

https://us02web.zoom.us/join/82945815949/invitations?signature=BJQ6hY40BQVqu_2nSBwOm0zfX_kd3HWb7W8Gr3RAXUc

**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 28th day of September, 2026 commencing at 6:00 p.m. at the Town Hall, 1375 Ridge Road, Lewiston, New York, on the adoption of "Local Law #5 of 2026 - "A LOCAL LAW IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING, APPROVAL, CONSTRUCTION, INSTALLATION, AND OPERATION OF BATTERY ENERGY STORAGE SYSTEMS, INCLUDING BATTERY ENERGY STORAGE SYSTEMS ASSOCIATED WITH COMMERCIAL SOLAR ENERGY SYSTEMS AND STAND-ALONE BATTERY ENERGY STORAGE FACILITIES".

Said law is intended to provide time for Town Board of the Town of Lewiston to research and adopt new laws to more efficiently regulate applications for such uses within the Town of Lewiston.

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: September 17, 2026

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

September 14, 2026

Work Session

6:00 PM

PRESENT: Dep. Sup. W. Conrad; Councilmembers R. Morreale, J. Myers, W. Burg & S. Weachter; Bldg. Inspector T. Masters; Finance Director J. Agnello; WPCC Ch. Op. J. Ritter; Eng. B. Lannon; Atty. A. Bax; Hwy Sup. M. Weiss & Deputy Clerk B. Cogland; 5 Residents.

ZOOM: Supervisor S. Broderick

EXCUSED: Rec. Director T. Smith; Water Foreman D. Zahno; Police Chief M. Salada; Sr. Coordinator M. Olick

AGENDA APPROVAL

Conrad: Association of Towns Delegation

Morreale: Vote on Local Law Imposing Moratorium on Storage Containers

Agenda
Approval

Waechter MOVED to approve the agenda, as amended. Seconded by Myers and carried 4-0.

APPROVAL OF MINUTES

Approval of
Minutes

Morreale MOVED to approve the minutes from the 08/24/2026 Regular Town Board Meeting. Seconded by Burg and carried 4-0.

ABSTRACT

Abstract of
Claims

Morreale MOVED to approve the Regular Abstract of Claims Numbered 26-02463 thru 26-02674 and recommended payment in the amount of \$701,977.03, plus a post-audit in the amount of \$12,784.12. Seconded by Myers and carried 4-0.

DEPARTMENT HEAD STATEMENTS

Clerk's Office – B. Cogland

The Clerk's office requested approval to place the unpaid water and sewer accounts for the Town of Lewiston on the 2027 Town and County taxes. The breakdown of water and sewer is as follows: Water \$105,520.47; Sewer (master) \$57,678.44; Sewer (south) \$8,882; Town Charge \$33,800; TOTAL: \$205,880.91. A complete listing of unpaid accounts is on file in the Town Clerk's Office.

Water/Sewer
Re-levy

Morreale MOVED to approve the re-levy of unpaid water and sewer accounts to the 2027 Town and County taxes in the amount of \$205,880.91. Seconded by Burg and carried 4-0.

The Water Department requested to purchase a single axle dump truck from Kenworth of Buffalo in the amount of \$183,000. This is a State Bid price. Some monies will come out of the Water Department budget and the rest will come out of H97. This was discussed with Agnello and Broderick. The dump truck will replace a 1998 International dump truck with a rotted frame. The truck will take 6 months to receive and the Water Department is looking to order it now due to a price increase of \$37,000 next year. Waechter asked if this will come out of the Water Department's 2026 budget or 2027. It will come from the 2026 budget. Even if the truck arrives next year, the money will still be held from the 2026 budget for this purchase.

Water Dept
Dump Truck
Purchase

Burg MOVED to approve the purchase of a single axle dump truck from Kenworth of Buffalo in the amount of \$183,000 for the Water Department. Seconded by Morreale and carried 4-0.

Building Insp. – T. Masters

Per the grass cutting law, 37 parcels in the Town have had to be cut by a third party. The fee for the cuttings totaled \$6,912. There is also a \$100 administration fee per cutting totaling \$3,700 making the re-levy amount \$10,612. Burg noticed multiple addresses are reoccurring and asked if there is any recourse for that or if the Town just keeps cutting it for the owner. Masters said some are abandoned, some are dilapidated properties and some are just from home owner's that refuse to maintain their grass to comply with Town Code. Per the grass cutting law, if the grass isn't cut, the Town will send a notice to the homeowner or resident and if arrangements to have it cut aren't made in 5 days, the Town sends a grass cutter out to do it. There are some properties in the Town that have to be cut every single year, which is why there is a \$100 administration fee per cutting – to keep the Town from becoming a grass cutting service. Burg asked if this work is subbed out or if Town resources are being used on this. Masters said there are two people who want the work, and so the Town splits the yards between the two of them.

Grass Cutting
Re-levy

Morreale MOVED to approve the re-levying of grass cutting fees in the amount of \$10,612 onto the 2027 Town and County taxes. Seconded by Waechter and carried 4-0.

FINANCE

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

1. A request to move \$436 to Building Equipment - A00-1620-0200-0000 from Building Contractual - A00-1620-0400-0000, to cover equipment expenses.
2. A request to move \$70 to Highway Admin. Equipment - A00-5010-0200-0000 from Highway Admin. Contractual - A00-5010-0400-0000, to cover equipment expenses.
3. A request to move \$1,900 to Union Welfare Benefits - B00-9070-0800-0000 from Hospital & Medical Ins. - B00-9060-0800-0000, to cover employee benefits.

Budget
Revisions

Morreale MOVED to approve the 2026 Budget Revisions. Seconded by Myers and carried 4-0.

Highway Supt. – M. Weiss

The Highway Department has been actively trying to find solutions to the drainage issues in the Town. Crews have been out jetting the drainage systems and performing inspections to look for blockages or other issues that may be contributing to the situation. They have been working with the Engineers to identify the best solutions and determine the appropriate next step for both Morgan Farms and Lewis Town Park which are the two major problem areas that need to be taken care of. Work is continuing on Langdon Road at 12 Mile Creek which is a main outlet for the Town. Crews have been working there for the past six weeks. Weiss invites anyone to drive by there and take a look at just how much work is put into projects like this and why they take so much time and to give some understanding to residents on exactly what is being done to help the cause. Weiss also gave an open invitation to anyone who is interested to come down to his office at the Highway

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Department and see before and after pictures of everything that is being worked on. In addition, crews have been out replacing drainage pipes that are damaged, deteriorated, or just inadequate in size.

Every year, all the material the Highway Department is unable to chip on the side of the road gets hauled back to the shop to have ground up. Weiss requested approval to put the brush grinding out to bid.

Brush Grinding out to bid Waechter MOVED to approve the brush grinding job to go out to bid. Seconded by Burg and carried 4-0.

Burg said he has been to the Langdon ditch at the start of the project and was out again today and the difference was absolutely night and day. There are anywhere from 4-6 guys out there every day working on it. Weiss said he will start using the Facebook page to post pictures of progress of these projects for residents to see.

Waechter asked Weiss if the Town Highway Department will be working with the Village on the ditch along the bike path on the west side of the parkway. As of now there has been no communication between the Town and Village on that topic. The permit has been obtained by the Village, and most likely it will be the Town that ends up doing most of that work. Weiss has reached out to a few companies for quotes on ground clearing to remove the large trees and such so the crews can focus on clearing the ditches. Waechter asked about the ditch on the east side of the Robert Moses that backs up to Perry Court, if the Highway Department is going to obtain any kind of permit from the DEC to work on that. Lannon said the first thing he would like to do is look at the permit to see what its conditions are, what it governs, and where it is, if it needs any amendments.

Broderick said there is a meeting on October 5th. The County is aware that this permit has been obtained. Niagara County Water and Soil is going to make an attempt to obtain a countywide permit that would allow all the towns within the county to be able to go ahead and start cleaning the ditches within. This would be much more efficient. Lockport had a really bad storm recently, every municipality in Niagara County is experiencing issues because of the ditches not being clear. The problem with the permit Lewiston received regarding the east and west side of the parkway, is it will just bring more water to the east side. Jonathan Shultz is spearheading this as well. Waechter asked if the meeting on October 5th will be open to the public, Broderick said he believes representatives from each town will be invited such as Highway Superintendents, Supervisors, and any interested parties from the towns, including the DOT, and a representative from the Governor's office. At this time, he said he is not sure if it will be open to the public or not.

OLD/PENDING BUSINESS - None

NEW BUSINESS – None

SUPERVISOR BRODERICK

The annual Legislative Priorities Session of the Association of Towns of the State of New York will be held September 23, 2026. A representative must be named to cast the vote for Lewiston at this meeting.

Conrad presented Resolution 8-2026 "New York Association of Towns Legislative Meeting Deligation"

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WHEREAS, Supervisor Broderick will attend the New York Association of Towns (“NYAOT”) Legislative Conference and Meeting on September 22-23, 2026; and
WHEREAS the Town of Lewiston benefits from having a delegate vote on what to include in the NYAOT’s 2027 legislative priorities; and
WHEREAS the Town of Lewiston has the authority to designate any officer, employee, or representative of the Town as a delegate for this meeting;
THEREFORE, BE IT RESOLVED that Supervisor Broderick be designated as a delegate for the Town of Lewiston, and further BE IT RESOLVED, that in the absence of Supervisor Broderick, Rob Morreale be designated as the delegate for the Town of Lewiston.

Res. 8-2026
NYAOT
Delegation

Burg MOVED to approve Resolution 8-2026 delegating Supervisor Broderick to represent the Town of Lewiston at the NYAOT, with Councilman Morreale as alternate. Seconded by Myers and carried 4-0.

Waechter MOVED to approve the Town Clerk to sign the Certificate of Designation. Seconded by Burg and carried 4-0.

Conrad read a letter submitted by Justice T. Sheeran

“I have been informed that my court clerk, Mary Gee, intends on retiring on January 11, 2027. As the Town Board is aware, court clerks are personal appointments made by a Town Justice, subject to affirmation at the annual reorganization of the Town Government in January.

Having served in the role for over three decades, I am very well aware of the critical nature of the time, expertise, and responsibilities that are demanded of the court clerk’s role. Additionally, I have had the pleasure of working with four different court clerks over my term in office and look forward to continuing the collaboration that is vital to the efficient and effective functioning of this critical branch of government. In that regard, and prior to Mary Gee’s departure in January, the appointment of a new clerk to the court is a vital step in maintaining continued operational consistency and to ensure that there is no gap in service to the public or in insuring that our municipal obligations to the State are realized.

In these regards, I seek approval from the board, to both accept Mrs. Gee’s letter of retirement and simultaneous approval for an appointment of a clerk for the express purpose of training her replacement effective immediately. The position has not yet been posted and, following Board approval, will be advertised according to all applicable policies and laws.”

Court Clerk
M. Gee
retirement and
position posting

Morreale MOVED to accept court clerk Mary Gee’s resignation, with regret, effective January 11, 2027. Seconded by Burg and carried 4-0.

Waechter MOVED to approve the position posting for Justice Clerk effective immediately. Seconded by Burg and carried 4-0.

The Village of Lewiston requested continued payment of Village electric bills. Conrad read a letter from the Village Treasurer,

“Dear Town Board Members, on behalf of the Village of Lewiston, we would like to express our sincere appreciation to the Town of Lewiston for all that you have done to support the Village and our community. As you know, the Town has generously assisted the Village by paying the Village of Lewiston’s electric bills through June 2027. Extending this assistance would be extremely helpful to the Village. We are grateful for the Town’s continued partnership and support of the

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Village of Lewiston. The cooperation between the Town and Village is an important benefit to our entire community, and we sincerely appreciate your consideration of this request. Thank you again for all that you have done for the Village and for your continued commitment to working together for the benefit of our residents.”

The Town Board has previously approved the paying of the Village’s electric bills with the H98 account, which is exactly what those funds are intended for. Back in May it was approved to pay the bills through October. This request is for an extension of what was already approved as an appropriate use of H98 funds. Previous bills from May-October 2025 were around \$66,000. Extending this through the winter may be slightly higher than that. Agnello explained that the Town is allowed to sell a percentage of megawatt hours on the free market and in turn receive payment through the NYPA settlement. Those funds go into H98 and can be used for a natural resource such as electricity. Energy or energy efficient upgrades are the only thing that can be purchased with these funds. Theoretically, when electricity rates go up, the megawatts sold also increase, so even if electricity bill prices increase, it will directly correlate and so covering these charges should not be an issue.

Extend coverage
of Village electric
bills

Burg MOVED to approve extending the coverage of electricity bills for the Village of Lewiston through June 2027. Seconded by Morreale and carried 4-0.

Legal

Back in February 2026, Citrine Power came to the Zoning Board of Appeals requesting an extension of time for the project that was granted by the ZBA. The presented resolution is essentially a memorialization of that decision. Henry Zomerfeild who represents the developers attended the meeting and said he had met with the developer and “as far as timing, there has been market changes, tax credit changes, and breakneck speed changes not only in the solar industry but across the board.” The developers have to hit certain benchmarks by the end of the year so it is their goal to have this done by the named time period. There is no guarantee however that they won’t come back and ask for another extension due to unforeseen circumstances. As of right now, they are working diligently toward meeting the February 2027 deadline the ZBA originally granted.

Burg presented Resolution 9-2026 “A Resolution Memorializing and Granting Extensions for CP Model City, LLC”

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

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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.

Res. 9-2026
Granting
Extension
for CP Model City

Burg MOVED to approve Resolution 9-2026" Memorializing and Granting Extensions for CP Model City, LLC". Seconded by Myers and carried 4-0.

COUNCILMAN BURG

Burg proposed the Town put a six-month moratorium on energy storage systems. The Town Board recognizes the benefit of renewable energy and energy storage and does not intend this temporary moratorium to constitute a determination that battery energy storage systems are inherently unsafe or inappropriate. Rather, this temporary measure is intended to preserve the status quo while the Town of Lewiston evaluates appropriate locations, siting standards, setbacks, screening, emergency access, fire protection, capacity thresholds, equipment configuration, noise, security, decommissioning, abandonment, and other land-use considerations before additional applications are accepted or approved. There is not currently a specific Town Code for these systems. Burg and Morreale have met with the Fire Prevention Bureau who has a lot of sincere reservations against them as far as suppression, minimum containment, and distances for fire safety. The Town fully intends to have a law in place before this moratorium is expired.

Set Public
Hearing on
battery storage
moratorium

Waechter MOVED to set the Public Hearing for "A Local Law Imposing a Temporary Moratorium on the Acceptance, Processing, Approval, Construction, Installation, and Operations of Battery Energy Storage Systems, Including Battery Energy Storage Systems Associated with Commercial Solar Energy Systems and Stand-Alone Battery Energy Storage Facilities" on September 28, 2026 at 6:00pm. Seconded by Morreale and carried 4-0.

Burg read a letter of resignation submitted by Officer Anthony Nicoletti #145

"It's with mixed emotions and great sadness that I am writing to inform you that I will be retiring on September 26, 2026, after more than 29 years of service. It's been an honor and a privilege to serve the Town and Village of Lewiston throughout my career. I am truly grateful for the opportunity to work alongside so many dedicated employees and members of the department who have become like family to me. I will greatly miss all of you and the friendships, memories, and experiences we have shared over the years. While I am looking forward to the next chapter of my life, leaving this department and the people I have worked with for so many years will be very difficult. Thank you for your support, friendship and for allowing me the privilege of serving this community for over 29 years."

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Officer Nicoletti
Retirement

Morreale MOVED to accept the retirement of Officer Anthony Nicoletti, with regret, effective September 26, 2026. Seconded by Myers and carried 4-0.

Waechter said Officer Nicoletti was the School Resource Officer while her kids were in school at Lew-Port and she will be forever grateful for his service. Nicoletti is an outstanding gentleman and a fabulous Police Officer. He will be missed, but wished him well in his next chapter.

The Planning Board met in regular session on August 20, 2026 and reviewed a one lot split request from William Cody of 5881 Miller Road, Niagara Falls, NY 14304 SBL 116.00-1-14.11. The Board classified this as a "Minor Subdivision" as defined under subsection 306-2 of the Town of Lewiston Code and that it should be treated as such. The Planning Board, after considering all relevant information recommended that the Town Board adopt a negative declaration with regard to SEQRA and approve the one lot split as it was presented.

one lot split
5881 Miller Rd

Burg MOVED to approve the negative declaration in regard to SEQRA. Seconded by Waechter and carried 4-0.

Burg MOVED to approve the one-lot split as presented. Seconded by Myers and carried 4-0.

COUNCILMAN MORREALE

At the August 24th Regular Town Board Meeting, the Public Hearing for a moratorium on storage containers was closed.

Approve LL 4-2026

Morreale MOVED to approve 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." Seconded by Waechter and carried 4-0.

COUNCILMAN MYERS - nothing to report

COUNCILWOMAN WAECHTER

Recreation Director Smith has submitted a request to the Board for approval to purchase Defibtech Lifeline AUTO AED Refresh packs for each of the parks which include AED batteries, adult and pediatric AED pads for defibrillators. Each pack is \$392.99 totaling \$1,178.97. It is important that these devices are available at each of the parks in case of emergency. All recreation staff must be CPR certified in order to work at any of the camps, and are taught how to properly use these devices when/if needed.

Defibrillators for
Parks

Waechter MOVED to approve the purchase of defibrillator kits for each of the three parks in the amount of \$1,178.97. Seconded by Burg and carried 4-0.

PRIVILEGE OF THE FLOOR

Amy Witryol – Lower River Road

Witryol recently noticed an ad in the Sentinel posted by Modern Corporation on the second to last page next to the classifieds that said "permit renewal". Witryol said that gives the impression that there aren't many changes even though it has been many years since the DEC has processed a permit renewal for Modern. She said she hasn't seen it in the DEC Environmental notice bulletin

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so she's not sure why Modern was publishing that announcement. She said maybe because it's a major modification, not a customary permit renewal, if this is the case, Witryol encouraged the Town to take a look into this, and if there is a 30-day comment period then she would encourage the Town to immediately request an extension of 60–90-day comment period. If the Town were to make any comment on the renewal, it is Witryol's understanding that for landfill permits, that the DEC in the past has put a restriction preventing landfill related trucks from being on the roads before 7:00 am. This would make some people on Creek Road Extension and 104 very happy. If the Town were to make a comment on the permit renewal, Witryol thinks it would be extremely important to somehow reserve the Town's right with respect to any existing violations of the Host Agreement. Witryol has written publicly and privately to the Board over many years stating how the Town only gets paid "a pittance" compared to most landfills. Landfills were paying \$3 a ton 30 years ago and the Town of Lewiston is getting less than half that amount now, in additions to other benefits other Town's receive from landfills that Lewiston does not receive from Modern. Not all of the waste income that Modern takes require Modern to pay the Town under the existing Host Agreement. They may be reclassifying their waste to avoid payment to the Town. Witryol said this a precursor to a request for a new landfill which the company spoke with her about a year ago, so she is shocked that the Town Board has not raised this pending probability for which a permit renewal would be prerequisite, particularly in light of the Town's work on the Comprehensive Plan to start informing the Town residents about Modern's impact both positive and negative and make sure the residents fully understand. It is important that residents know as a town, Lewiston generated 4,000-5,000 tons of garbage per year, and Modern Corp takes in a million tons, including ash that has been burned from New York City waste. It is part of the Town's industrial zoning, and Witryol said the question should be asked if the residents of Lewiston want continued industrial operations for the next 30 or 40 years and share the Town's Comprehensive Plan which was extremely difficult to brief on during the CWM hearings because CWM considered it beneficial to them. When the Comprehensive Plan is finalized, it should be unambiguous and reflect what the Town's people want. For years and years, Town's people have come before the Board regarding Modern and the Town Boards keep saying there will "be a sunset" on Modern and that has been extended many times. It is important that the Board look into this and into violations of the Host Agreement and the Council needs to be familiar with landfill permitting and economics. The issue of a new landfill is a big deal for the Town and this permit renewal is something the Town ought to really look into and compare the Host Agreement here with the other 24 communities that have landfills in the area.

Burg MOVED to adjourn. Seconded by Morreale and carried 4-0. 6:47 P.M.

Transcribed and
Respectfully submitted by:

Briggett R. Cogland
Deputy Town Clerk

September 2026
9/28/2026

I MOVE TO APPROVE THE REGULAR ABSTRACT OF CLAIMS

26-02689 – 26-02847

AND RECOMMEND TOTAL PAYMENT IN THE AMOUNT OF \$ **203,384.12**

AND A POST AUDIT PAYMENT IN THE AMOUNT OF \$ **32,244.51**

September 22, 2026

Dear Town of Lewiston Board:

I am writing to announce my decision to retire from my position as Deputy Clerk at the Town of Lewiston on March 31, 2027.

I am grateful for the opportunity and experiences during my years here. It has been a privilege to work alongside all of you.

I am more than willing to help in any way I can to make the process as smooth as possible.

A handwritten signature in cursive script, appearing to read "Linda Kreps". The signature is fluid and extends across the width of the page.

Linda Kreps

**TOWN OF LEWISTON
NIAGARA COUNTY, NEW YORK**

LOCAL LAW NO. 5 OF 2026

**A LOCAL LAW IMPOSING A TEMPORARY MORATORIUM ON THE
ACCEPTANCE, PROCESSING, APPROVAL, CONSTRUCTION, INSTALLATION,
AND OPERATION OF BATTERY ENERGY STORAGE SYSTEMS, INCLUDING
BATTERY ENERGY STORAGE SYSTEMS ASSOCIATED WITH COMMERCIAL
SOLAR ENERGY SYSTEMS AND STAND-ALONE BATTERY ENERGY STORAGE
FACILITIES.**

SECTION 1. Legislative Findings and Intent

The Town Board of the Town of Lewiston hereby finds that battery energy storage systems (“BESS”) are rapidly evolving technologies that can present substantial land-use, fire-safety, emergency-response, environmental, aesthetic, and neighborhood-compatibility considerations.

The Town Board recognizes the benefits of renewable energy and energy storage and does not intend this temporary moratorium to constitute a determination that battery energy storage systems are inherently unsafe or inappropriate. Rather, this temporary measure is intended to preserve the status quo while the Town evaluates appropriate locations, siting standards, setbacks, screening, emergency access, fire protection, capacity thresholds, equipment configuration, noise, security, decommissioning, abandonment, and other land-use considerations before additional applications are accepted or approved.

The Town Board has reviewed guidance from New York State concerning battery energy storage systems. NYSERDA's current Battery Energy Storage System Model Law provides municipalities with a framework for regulating residential, commercial, and utility-scale systems and advises municipalities to tailor local regulations to local conditions and existing zoning. The Town Board therefore finds that a temporary pause will permit Town staff, land-use boards, emergency responders, consultants, and counsel to review those standards and determine appropriate local regulations.

The Town Board further finds that changes to battery-storage technology and applicable New York State building and fire codes, together with the potential scale and duration of proposed facilities, warrant a deliberate review before new projects are authorized.

Accordingly, the Town Board determines that a temporary moratorium is necessary to preserve

the status quo, protect the public health, safety and welfare, and allow the Town to develop comprehensive and legally defensible regulations.

SECTION 2. Purpose and Objectives

The purposes of this Local Law are to:

- A. Temporarily suspend new applications and/or approvals for covered battery energy storage systems;
- B. Preserve the existing land-use status quo during the moratorium;
- C. Review the Town Comprehensive Plan and zoning regulations as they relate to energy storage;
- D. Evaluate appropriate zoning districts and locations for BESS facilities;
- E. Establish appropriate capacity thresholds and classifications;
- F. Evaluate setbacks from residences, property lines, public roads, schools, public facilities, and environmentally sensitive areas;
- G. Review fire prevention, emergency response, access, water supply, detection, suppression, and incident-response requirements;
- H. Evaluate visual screening, landscaping, fencing, lighting, noise, equipment height, and neighborhood compatibility;
- I. Establish requirements for operation, inspection, maintenance, security, abandonment, and decommissioning; and
- J. Consider appropriate regulations for both solar-associated and stand-alone battery storage facilities.

SECTION 3. Definitions

- A. “Battery Energy Storage System” or “BESS” means one or more devices, assembled together, capable of storing electrical energy in order to supply electrical energy at a future time, including batteries, battery management systems, power conversion systems, transformers, switchgear, controls, enclosures, containers, cooling systems, fire protection systems, and associated equipment.
- B. “Solar-Associated Battery Energy Storage System” means a BESS located on the same property as, or directly associated with, a commercial or utility-scale solar energy system, whether charged exclusively by the solar facility or capable of receiving electricity from the electric grid.
- C. “Stand-Alone Battery Energy Storage Facility” means a facility principally devoted to the storage and discharge of electrical energy and not physically incorporated into an individual residential or ordinary small-scale commercial electrical system.
- D. “Commercial Solar Energy System” means a solar energy system intended primarily to generate electricity for commercial sale, wholesale distribution, or grid supply, including utility-

scale or community-scale solar facilities to the extent regulated by the Town.

E. “Battery Storage Facility” includes a stand-alone BESS and all associated structures, equipment, fencing, access roads, electrical infrastructure, transformers, inverters, controls, and related improvements.

SECTION 4. Moratorium

For a period of **six (6) months** following the effective date of this Local Law, no application shall be accepted, processed, considered, approved, or acted upon by any Town board, agency, officer, employee, or official for the construction, installation, expansion, enlargement, modification, or operation of a covered BESS.

The moratorium shall apply to:

- A. Stand-alone battery energy storage facilities;
- B. Battery energy storage systems proposed in connection with commercial or utility-scale solar energy systems;
- C. New BESS proposed as additions to existing commercial or utility-scale solar facilities;
- D. Expansion of an existing BESS; and
- E. Material modification of an existing BESS where the modification increases storage capacity, changes battery technology, changes the physical footprint, or materially changes the facility's fire-safety or operational characteristics.

The moratorium shall include applications for site plan approval, special use permits, variances, building permits, zoning permits, certificates of zoning compliance, or other Town approvals to the extent such approvals would authorize a use suspended by this Local Law.

SECTION 5. Residential and Small-Scale Systems

This moratorium is principally intended to address commercial, utility-scale, and other non-residential battery storage facilities presenting substantial land-use or emergency-response considerations.

Ordinary residential battery systems serving an individual dwelling and systems incidental to ordinary residential electrical service are exempt, subject to the New York State Uniform Code, Energy Code, Fire Code, and other applicable laws.

Small-scale commercial systems that are integral to an existing permitted commercial use may be exempt only to the extent they do not constitute a principal or separate use and do not exceed capacity thresholds ultimately determined by the Town.

SECTION 6. Existing Lawfully Existing Systems and Previously Approved Projects

Nothing in this Local Law shall require removal of a battery energy storage system that was lawfully existing and operational before the effective date of this Local Law.

This Local Law shall not invalidate a final, unexpired approval lawfully issued before its effective date. However, no expansion, enlargement, relocation, or material modification of such system shall occur during the moratorium unless exempted herein or separately authorized as permitted by law.

SECTION 7. Exemptions

The moratorium shall not apply to:

- A. Residential-scale battery systems serving an individual dwelling;
- B. Emergency or backup batteries serving critical municipal, public-safety, medical, communications, or similar facilities when installed as part of an existing permitted use;
- C. Temporary battery systems used for emergency response or disaster recovery;
- D. Maintenance or replacement of components of a lawfully existing BESS that does not increase its capacity or materially change its fire-safety characteristics;
- E. Projects for which all required final Town approvals were issued before the effective date of this Local Law; and
- F. Other projects specifically exempted by the Town Board where the exemption is consistent with the purposes of this Local Law and applicable law.

SECTION 8. Pending Applications

Any application pending before the Town on the effective date of this Local Law that has not received all final approvals shall be held in abeyance to the extent permitted by law. The Town's reviewing agencies shall not take action inconsistent with the moratorium during its effective period.

The Building Department and Code Enforcement Officer may continue to administer permits and approvals necessary for lawful maintenance, repair, and safety work on existing facilities.

SECTION 9. Hardship Relief

The Town Board may, after public hearing, grant limited relief from this Local Law upon written findings that strict application would result in extraordinary hardship, reasonable alternatives are unavailable, the requested relief is the minimum necessary, and granting relief would not materially impair the purposes of this Local Law or adversely affect public health, safety, and welfare.

Any relief may be conditioned upon requirements concerning location, capacity, setbacks, fire safety, emergency response, screening, noise, security, decommissioning, and other appropriate safeguards.

SECTION 10. Regulatory Review

During the moratorium, the Town Board shall direct appropriate Town personnel, consultants, and land-use boards to review existing zoning and land-use regulations; NYSERDA's Battery Energy Storage System Model Law and Guidebook; applicable provisions of the New York State Uniform Code and Fire Code; BESS classifications and capacity thresholds; setbacks; fire protection and emergency response; emergency access; noise, lighting, fencing, landscaping and visual screening; stormwater and environmental considerations; decommissioning and financial security; insurance and indemnification; inspection, monitoring, reporting and emergency notification; and compatibility with commercial solar energy systems.

SECTION 11. Enforcement

Any construction, installation, expansion, or use undertaken in violation of this Local Law shall constitute a violation of the Town Code. The Town may pursue all remedies available by law, including stop-work orders, appearance tickets, civil enforcement proceedings, injunctive relief, and recovery of authorized penalties and costs.

SECTION 12. Penalties

Violations shall be subject to the penalties and enforcement remedies authorized by the Town Code and applicable law. Each day that a violation continues may constitute a separate violation to the extent permitted by law.

SECTION 13. Duration and Extension

This Local Law shall remain in effect for **six (6) months** from its effective date.

The Town Board may extend the moratorium for one additional period not exceeding six (6) months by local law, following such public hearing and findings as may be required by law, if additional time is reasonably necessary to complete the review and enact permanent regulations.

SECTION 14. SEQRA

The Town Board shall make the appropriate determination under the State Environmental Quality Review Act. To the extent applicable, adoption of a temporary land-use moratorium may constitute a Type II action under 6 NYCRR Part 617. The Town Board shall confirm the applicable classification before adoption.

SECTION 15. Severability

If any provision of this Local Law is determined by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

SECTION 16. Supersession and Preemption

This Local Law is adopted pursuant to the Town's authority under the New York State Constitution, the Municipal Home Rule Law, Town Law, and other applicable authority. Nothing

herein shall be construed to prohibit or regulate any matter preempted by State or Federal law. This Local Law shall be interpreted consistently with applicable New York State building, electrical, energy, fire, and environmental requirements.

SECTION 17. Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State as provided by law and shall remain in effect for the period specified herein, subject to any lawful extension or earlier repeal by the Town Board.

CERTIFICATION

I, the undersigned Town Clerk of the Town of Lewiston, hereby certify that the foregoing is a true and correct copy of Local Law No. ____ of 2026, duly adopted by the Town Board of the Town of Lewiston and filed as required by law.

Tamara Burns, Town Clerk
Town of Lewiston, New York

Date: _____

Tamara Burns

From: Natalie Soffritti
Sent: Thursday, September 17, 2026 2:00 PM
To: Tamara Burns
Cc: Steve Broderick
Subject: New position approval FOR BOARD
Attachments: Court Clerk New Position.pdf

Good afternoon,

Could we please have the attached information included on the agenda for the next meeting?

This position will be a **Court Clerk** title and is intended for training purposes only. The goal is to have the new employee hired and trained while our current Justice Clerk, Mary, is still employed and available to provide hands-on training and support during the transition.

Thank you,

Natalie Soffritti

Natalie Soffritti
Town of Lewiston
Personnel/Payroll Specialist
1375 Ridge Road
Lewiston NY 14092
Ph: 716-754-8213 Ext. 252
nsoffritti@townoflewistonny.gov

TO: NIAGARA COUNTY CIVIL SERVICE
111 Main Street Suite G2, Lockport, New York 14094

Form NC 222-S

We request the Niagara County Personnel Officer to approve the new position(s) listed below. We certify that the duties and qualifications conform to those in the standard class specification(s) published by Niagara County Civil Service for the title(s) listed. We agree to submit a form MSD 222 if requested by Niagara County Civil Service.

Signed STB Date 09/17/2026

Title Supervisor

Department:	<u>Justice</u>
Address:	<u>1375 Ridge Rd Lewiston, NY 14092</u>
Title of New Position(s):	<u>Court Clerk</u>
Number of Position(s):	<u>1</u>
Duration of Position(s):	
☐ Permanent	
☒ Temporary*	
<u>We will need to hire a temp. court clerk to come in and work alongside our Justice Clerk who will be retiring in January 2027. This position will be used until January 11, 2027.</u>	

_____ Approved

_____ Disapproved

Niagara County Personnel Officer

Date

AGREEMENT BETWEEN

OWNER AND ARCHITECT

ARCH. JOB #226027

AGREEMENT made as of the twenty first day of September in the year of Two Thousand and Twenty-Six,

Between the Owner: Lewiston Public Library
 305 South 8th Street
 Lewiston, NY 14092
 c/o Ms. Jill Palermo, Director

and the Architect: Mussachio Architects, P.C.
 30 North Forest Road
 Williamsville, New York 14221

For the Following Project:

LEWISTON PUBLIC LIBRARY - ENVELOPE REMEDIATION

A. PROJECT DESCRIPTION

The scope of this Project will consist of Mussachio Architects, PC (the Architect) providing Professional Architectural Services to the Lewiston Public Library c/o Ms. Jill Palermo, Director (the Owner). Said Services will comprise remediation of the existing +/- 10,000 sq. ft., one-story, brick masonry, Lewiston Public Library located at 305 South 8th Street, Lewiston, NY 14092. Based on findings from the Lewiston Library Building Envelope Assessment, dated 8/18/26, the Architect and its team will identify solutions to problematic existing conditions delineated in said report, that are manifesting as vapor and water intrusion into the building envelope and ice damming on the roof. The Project, will be known as the Lewiston Public Library - Envelope Remediation.

B. BASIC SERVICES - Architectural Basic Services (Services) will comprise

1. Identification of particular conditions causing moisture problems in th Building,
2. Identification of solutions or corrections necessary to remediate conditions,
3. Preparation of drawings, details and specification for correction of problematic conditions,
4. Bidding of work to implement corrections.
5. Construction Contract Administration.

C. PHASES OF ARCHITECT'S BASIC SERVICES

Architectural Services will be provided through the following Phases:

1. FIELD SURVEY AND DOCUMENTATION PHASE:

- a) Representatives of the Architect may visit the site to physically inspect roofing, HVAC equipment and ductwork, lighting and "hidden" areas of construction to confirm existing conditions.
- b) Coordinate and review existing drawings (if available).
- c) Photograph and/or video of existing structures.
- d) Field Notes.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

2. DESIGN DEVELOPMENT PHASE:

- a) Architect will develop drawings and details as precursor the Construction Document Phase, specifically addressing materials and construction systems to make necessary corrections to the building. During this Phase the aesthetics will be perfected to maintain the building's current architectural character, colors and materials.
- b) Plans, sections and details will be presented during this Phase.
- c) To the best of its ability, Architect will perform a code review and will exercise its professional judgement in accordance with the standard of care to endeavor to comply with applicable Local, State, and Federal regulations applicable building Codes and Ordinances.
- d) Mechanical systems will be analyzed for remaining useful life and critically assess equipment locations, installation means and methods.
- e) As Basic Services, one (1) set of either paper or electronic (.PDF) schematics will be provided for the Owner's review and comment. Additional sets will be billed separately.
- f) This phase will identify the extent of remediation required for the entire building.
- g) Prior to the commencement of following Phases, Owner will be required to "sign-off" a set of Design Development Documents. This action accepts the design as-drawn. Further Owner requested changes made after the start of following Phases will incur "Additional Charges" as outlined below as well as revising the completion due date relative to the complexity of the changes.

3. CONSTRUCTION DOCUMENTS PHASE:

- a) Architect will prepare, for the approval of the Owner, Construction Documents as Instruments of Service solely for this Project. They will consist of Drawings and Specifications setting forth in detail the requirement for the construction of the Project. The following is a list of documents typically, but not necessarily, prepared for a project of this scope. Items may appear as cited herein, combined or separated at Architect's discretion.
 - (1) Key Plans for references
 - (2) Roof Plan & Details
 - (3) Wall Sections and Details
 - (4) Reflected Ceiling Plan and Details
 - (5) HVAC Layout and Design
 - (6) Electrical Lighting Plan
 - (7) Specifications Booklet
 - (8) No Tenant related Services will be provided under this Phase
- b) As Basic Services, one (1) set of either paper or electronic (.PDF) construction documents will be provided for the Owner's review and comment. Additional sets will be billed separately.

4. BIDDING, ADDENDA AND CONTRACT AWARDS PHASE:

This Phase encompasses Services required to put the construction of the Project out to an open public, competitive bid to qualified contractors for a single, general construction contract. The Architect will:

- a) Work with Owner to publish public notification of the Project and the intent to receive bids for the same.
- b) Coordinate the reproduction and packaging of the Bid Sets and distribute them to the bidders.
- c) Provide telephonic clarification and interpretation to Bidders.
- d) At the discretion of Architect, create and distribute addenda documents to facilitate clarification or cost benefits.
- e) Receive bids and hold bid a public bid opening.
- f) Review and analyze the results of the bid and report results to Owner.
- g) Assist Owner in its preparation of Owner - Contractor contracts.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

5. CONSTRUCTION CONTRACT ADMINISTRATION (CCA) PHASE:

- a) These Services are to be performed for a single, general construction contract.
- b) Architect's responsibility to provide Basic Services for the Construction Period Services Phase (BSCPS) of this Agreement commence with the bidding of the work to contractors or builders and terminates at the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion, or a period of two (2) months after commencement of BSCPS, whichever occurs first. These Services may be extended as herein defined under Additional Services.
- c) Architect will assist Owner and its contractor(s) in their submission for single Building Permit, by providing permitting drawings.
 - (1) Architect will respond to Building Department comments required for issuance of the Permit.
 - (2) If Architect is requested to submit for the building permit, Architect's services will be treated as Additional Services.
- d) BSCPS may include site visits, at Owner's request, during implementation of Contract Documents, determined by intensity of construction, to become generally familiar with the progress and quality of the services, and to determine in general if the Services are proceeding in accordance with the Construction Documents.
- e) A reasonable amount of telephone coordination will be part of Basic Services. However, Architect will not be required to make exhaustive or continuous on-site reviews to check the quality or quantity of the services. On the basis of such on-site observations, Architect will keep the Owner informed of the progress and quality of the Services and will notify Owner of any defects and deficiencies of the Services of the Contractor.
- f) Architect's Services are limited to observing Contractors work and assisting the Contractors architecturally. Architect will not be responsible for, the Contractor's services including but not limited to scheduling, coordinating services, and will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Services, for the acts or omissions or defects in the Services of the Contractor, subcontractors or any other persons performing any of the Services, or for the failure of any of them to carry out the Services in accordance with the Contract Documents.
- g) Architect will provide interpretation and, at his discretion, clarification of drawings to the Owner and its contractors and will endeavor to issue within 10 working days after receipt of the question or Request for Information.
- h) Architect will review shop drawings and submittals and will endeavor to issue reviewed or corrected copies within ten (10) working days however, in no event will the Architect be required to perform Services on a schedule which, in its professional judgement, does not allow adequate time to perform those services in accordance with the standard of care.
- i) Architect will analyze and/or process Contractor's Requisitions for Payment and Change Orders.
- j) A punch list of incomplete or unsatisfactory services by the Contractor will be developed as the last visit to process completed construction. It will be revised once to close out the Project.

D. CONTINGENT ADDITIONAL SERVICES

Architect's Scope of Basic Services does not include the following items and/or services. If the Owner wishes to obtain them or unforeseen circumstances require them they will be treated as Additional Services.

- 1. Presentations to Municipalities for their review and approval including Site Plan Review.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

2. Coordination of U.S. Corp. of Engineers Wetlands Mitigation and/or forms required by the process.
3. Preparation of federal/state a Storm Water Pollution Prevention Plan (SWPPP).
4. Costs to furnish land surveys including boundary, topographical, and existing utilities and tree surveys.
5. Soils testing and investigation (including borings and/or test pits and soil toxicity tests).
6. All Site and civil engineering services including but not limited to the site layout beyond the building footprint, landscaping, grading and drainage, and incoming utilities design and documentation.
7. Special Foundation Design (i.e., piles, caissons, etc.) and/or special building types.
8. Submissions for certification to utility companies or authorities.
9. Design of backflow preventers directly connected to public mains at site.
10. Design & documentation of fire pumps or electrical generators for all or part of the building.
11. Fire alarm or sprinkler systems.
12. Computer, communications, telephone and security systems beyond locating jacks.
13. Rezoning and/or Variance processes.
14. Presentation boards for colors, materials, and products selected.
15. Revisions or redesign to attain a specific construction budget.
16. Quantitative Cost Budgeting or Determination of Probable Costs.
17. Architectural Renderings and/or Models.
18. Exterior/Interior signage and graphics design and documentation.
19. Reproductions above and beyond those specified herein.
20. Preparation of record (as-built) drawings.
21. Services related to treatment of asbestos, mold or mold related issues in existing structures.
22. Contractor Interviews, Negotiations and Contract Preparation.
23. BSCPS in excess of those outlined heretofore.
24. Special Inspections and their Coordination.
25. Services beyond the project area defined in this Agreement.
26. Interior design, including plan and layout, upgraded or multiple color schemes, millwork and/or furniture selection and/or design, interior decoration, and artwork selection.
27. Detailing or specification of materials, furnishing, fixtures etc. selected by interior design or other third party consultant.
28. Security Systems.
29. Exterior building lighting.
30. New incoming utility services to the site, such as electrical, gas, water, etc.
31. Detailing for seismic zones above "B" classification.
32. Use of prefabricated or panelized wall systems.
33. Fast track design or construction services.
34. LEED related service, documentation, coordination with Commissioning Agent.
35. Commissioning Services.

E. PROJECT UNDERSTANDING

1. The Owner will furnish Mussachio Architects with the following information which is understood to be accurate for the transposition into Construction Documents. This information is applicable to all properties included in the above-mentioned project and will be dated not more than one (1) year prior to the date of submission to the appropriate authorities such as the local Planning or Building Department. Delays in providing this information will result in corresponding delays in providing Architect's Services. Should the above be unavailable, Architect will work along with the Owner to procure them. This time will be billed as Additional Services as outlined above.
 - a) Existing Construction Documents.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

2. The Owner will designate a single representative authorized to act on the Owner's behalf with respect to the project. The Owner and/ or their designated representative will review the documents submitted by Architect and will render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Architect's Services.
3. The Owner will be responsible for payment of any and all construction permits, soils testing, and municipal filing fees and will contract directly with providers of said items if determined to be reasonably necessary.
4. The Owner will, at the request of Architect, provide a statement of funds available for the Project and the source thereof.
5. The Owner will have the right to review the original documents at all reasonable times and to obtain copies from Architect pursuant to costs outlined in the schedule set forth in Article H. Compensation provided the Owner's account with Architect is paid in full
6. The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect will assign this Agreement without the written consent of the other. Owner shall include similar clauses in its Agreements with other parties participating in this Project.
7. To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the latest version of General Conditions of the Contract for Construction (AIA A201). The Owner and Architect, as appropriate, will require similar waivers from their contractors, consultants, and agents and employees in favor of the other parties enumerated herein.
8. Architect and Owner further agree that the ARCHITECT'S TOTAL LIABILITY to the Owner for claims, disputes or other matters in question arising out of or relating to this Agreement or the underlying Project will be limited to damages caused by negligent acts by Architect. The limit of liability will be equal to the available limits of insurance carried by the Architect at the time of a claims occurrence. The Architect will maintain errors and omissions, general liability and workers compensation insurance throughout the term of this Agreement.
9. The Architect and Owner waive any and all special, incidental, indirect or consequential damages, including but not limited to loss of profits or revenue, for claims, disputes or other matters in question arising out of or relating to this Agreement or the underlying Project whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause.
10. The Architect will perform its Services consistent with professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect will perform its Services as expeditiously as is consistent with such professional skill and care. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
11. Architect accepts no responsibility for subsurface conditions without proper testing. The Architect is liable only for his(her) Services provided, not for services, work or information provided by others

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

or incorrect results properly arrived at from incorrect or inaccurate sources such as test reports furnished to Architect by the Owner.

12. Architect will serve as professional representative of the Owner as defined by this Agreement and will provide advice, consultation and Services to the Owner in accordance with generally accepted professional practice. Therefore, determination of probable costs, approval, recommendations, opinions, and decisions by Architect are made on the basis of his experience, qualifications, and professional judgment. Architect makes no warranty or guarantee, expressed or implied, regarding the Services to be provided under this or any related Agreement.
13. Architect agrees to indemnify the Owner for liabilities arising out of the Architects negligent or tortious performance of the Services.
14. Changes to the scope of Project or changes to the Architect's Scope of Services which arise after commencement of this Project will result in respective changes to the fees and to the completion schedule.
15. RECORD DRAWINGS: if drawings reflecting final construction conditions are required, the Owner will direct the Contractor at the start of the project of said requirements. Owner will then furnish Contractor with a comprehensive set of Contract Documents to be kept in clean and dry condition at the project site. Contractor will clearly mark all changes to the Documents necessitated by field conditions, change orders, construction directives or other direction from Architect or Owner. That set of marked-up drawings will be provided to Architect for preparation of Record Drawings reflecting the changes indicated. Owner will indemnify Architect for any claims brought against Owner or Architect as a result of Record Drawings.
16. In the event the Architect is successful in any action alleging breach of this Agreement, to construe or enforce the terms and conditions of this Agreement, including nonpayment of invoices, the Architect will be entitled to recover its reasonable legal fees, costs, and expenses in bringing and maintain such action.
17. Original documents produced under this Agreement, the property of, prepared by Architect for the specific project named above and the recipient by accepting reproductions of these documents assumes custody and agrees that further copies and/or reproductions will not be copied or reproduced in part or in whole, without express permission from the Architect and any special features peculiar to this design will not be incorporated in any other project, unless prior agreement has been obtained in writing. Architect will be deemed the author of these documents and will retain all common law, statutory, and other reserved including the copyright. Property rights to these documents will NOT be lost under Bankruptcy, or foreclosure actions that may arise at any time during the execution of this project. No rights to ownership are transferable, or will be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and/or Ordinances, i.e., Building Permit, etc. All original documents will be returned forthwith upon completion of the project or upon request of Architect.
18. Either party may terminate this Agreement upon seven days written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating the termination.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

19. In the event of termination not the fault of Architect, Architect will be compensated, in full, for all Phases started, together with Reimbursable Expenses then due, as well as any and all Basic and Additional Services performed to termination date.
20. **MEDIATION**
 - a) Any claim, dispute or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
 - b) The Owner and Architect will endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement: A request for mediation will be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings
 - c) The parties will share the mediator's fee and any filing fees equally. The mediation will be held in the place where the Architect's office is located, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.
 - d) If the parties do not resolve a dispute through mediation pursuant to this Section 20, Mediation, the method of binding dispute resolution will be the following:
 - (1) Arbitration pursuant to Article 21. Arbitration of this Agreement when claims value is less than or equivalent to seventy-five thousand dollars (\$75,000.00).
 - (2) Litigation in a court of competent jurisdiction when claims value exceeds seventy-five thousand dollars (\$75,000.00).
21. **ARBITRATION**
 - a) If the parties have selected arbitration as a qualified the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, with claims value of seventy-five thousand dollars (\$75,000.00) or less, subject to, but not resolved by, mediation will be subject to arbitration in Buffalo, New York which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration will be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
 - b) A demand for arbitration will be made no earlier than concurrently with the filing of a request for mediation, but in no event will it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

- c) The award rendered by the arbitrator(s) will be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 22. If Basic Services covered by this Agreement have not been completed within eighteen (18) months of the date first written above or within 60 days of Substantial Completion, whichever occurs first, through no fault of Architect then:
 - a) 100% fees for the Contract Administration Phase described in Section H. Compensation are immediately due and;
 - b) extension of Architect's Services beyond that time will be compensated on and hourly basis as Additional Services as defined herein or as mutually agreed to by all parties to this Agreement.
- 23. Unless otherwise provided in this Agreement, Architect and Architect's consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project Site, including but not limited to asbestos, asbestos products, mold or mold related issues, polychlorinated biphenyl (PCB) or other toxic substances.
- 24. It is hereby understood and agreed that this Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 25. In the event that any purchase order, requisition, letter of intent, letter of authorization, or other form of authorization to proceed contains any provision, term or condition which is in addition to or inconsistent with any of the provisions, terms or conditions of this Agreement, no such additional or inconsistent provisions, terms or conditions will be deemed to have been tacitly accepted by Architect by reason of Architect's commencement of Services pursuant to any such notice of authorization to proceed.
- 26. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project. Reimbursables include but are not limited to the following items in connection with the Project; transportation and travel expenses, mileage for travel beyond five (5) miles from Architect's office, long distance communications, postage and handling of documentation and additional insurance coverage or limits.
- 27. Any modification to this Agreement shall be made in writing agreed to and accepted by all parties to the Agreement.
- 28. Upon execution of this Agreement and payment of the Retainer Fee, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. This license permits the Owner to authorize the Contractor and Subcontractors, and material or equipment suppliers, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in this Agreement, the license granted in this Paragraph will terminate.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

F. ADDITIONAL SERVICES

1. Additional Services are any tasks executed or materials produced, at the request of the Owner or its representatives, by Architect, for the afore mentioned project which are in excess of those specified in this Agreement or Services performed by Architect which, can be documented to show, would otherwise delay progress of the Project.
2. A fixed fee based on a mutually agreed to Scope of Services may be established for prospective Additional Services. However, should Additional Services occur without a predetermined fixed fee, then Owner will compensate Architect for said Services on an hourly basis, at hourly rates outlined in Article H. Compensation.
3. Special accounting Services, including invoice support documentation, special project accounting reports and other special activities not normally provided as part of Architectural Services, will be charged at the hourly rate of Sixty Dollars (\$60.00).

G. RETAINER FEE

A Retainer Fee of fifteen percent (15%) of the Total Fee is required prior to commencement of Services on this Project. This fee will be credited on a pro rata basis to invoice as Architect's Scope of Services are executed.

H. COMPENSATION

1. Architectural Services as outlined above will be provided for a lump sum fixed fee of Forty-five Thousand Dollars.
2. Standard Architectural Services Fee Breakdown:

a) Design Development Phase	\$ 9,500.00
b) Construction Documents Phase	\$32,000.00
c) Bidding, Addenda & Contracts Phase	\$ 3,500.00
d) Contract Administration Phase	<u>Hourly</u>
GRAND TOTAL	\$45,000.00
3. Escalation Factor:
 - a) Should this Agreement be executed and Architectural Services be delayed by any party other than Architect, an escalation factor of 1.25% will be compounded quarterly (three calendar months), on unbilled Compensation as outlined in Section H. Compensation until Architectural Services commence or a written waiver is provided to Owner by Architect.
 - b) The escalation factor will be applied to each full or partial quarter starting on the date a delay occurs.
 - c) Furthermore, an Escalation Factor will accrue on any unbilled compensation starting no later than eighteen (18) months after the date first written above.
4. Reimbursable Expenses will be billed to the Owner in bulk on a monthly basis with a mark up of 1.15 times the actual cost or a minimum of Twenty Dollars (\$25.00) whichever is greater.
5. Reproductions, including electronic copies of drawings produced at Architect's office, in excess of those outlined herein, will be billed at the following rates:

a) Drawings (b&w)	24x36 = \$ 2.75,	30x42 = \$ 3.75
b) Drawings (color)	24x36 = \$ 25.00,	30x42 = \$ 30.00
c) E-files of dwgs. (.PDF)	24x36 = \$ 1.75,	30x42 = \$ 2.75
d) Electronic CAD Files (.DWG)		

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

- (1) 1 \$150
- (2) 2-5 \$150 first file + \$135 ea.
- (3) 6-10 \$690 first 5 files + \$ 115 ea.
- (4) 11-20 \$1,265 first 10 files + \$85ea.
- (5) >20 \$2,115 first 20 files + \$50 ea.

6. **Hourly Rates** are as follows. Hourly rates are adjusted periodically and automatically become effective on this Agreement.

a) Principals	\$162.50
b) Project Architect	\$115.00
c) Senior Draftsperson	\$ 78.00
d) Draftsperson/Technician/CADD Operator	\$ 53.00
e) Interior Designer	\$ 57.00
f) Clerk	\$ 43.00
g) Controller/Special Accounting*	\$ 72.00
h) Administrative	\$ 53.00
i) Structural Project Engineer	\$195.00
j) Structural Engineer	\$145.00
k) Structural Technician	\$115.00
l) M/E/P Engineers 1	\$155.00
m) FP Engineer 1	\$193.00
n) M/E/P Engineers 2	\$135.00
o) M/E/P Drafter	\$ 84.00

*Special accounting services include invoice support documentation, special project accounting reports and other special activities not normally provided.

I. PAYMENT

1. Architect will submit statements for finished Services. These statements will be submitted at the completion of Phases and/or on a monthly cycle, whichever occurs first.
2. Payment by Owner to Architect of the statement amount will be made within Ten (10) days of the date of said statements. Payment for Architectural Services will be made upon their completion, in full, prior to commencement of subsequent Phases, notwithstanding circumstances which are not the direct responsibility of Architect, i.e., permits, contractors' services, bank draws.
3. No deductions will be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors or subcontractor or on account of the cost of changes in the Services other than those for which Architect has been found liable.
4. A finance charge of 1.5% Per Month will be assessed on all outstanding invoices after ten (10) days.
5. The Owner's account must be made current prior to the release of stamped, signed documents for filing, financing or building permit purposes. No outstanding balances for services, reimbursables, reproductions or additional services may remain outstanding to receive endorsed documents.
6. Architect reserves the right to cease Services on this Project should the Owner fail to meet this Payment Schedule. Services will not recommence until respective payments are received or other mutually agreed to arrangements have been made.

OWNER/ARCHITECT AGREEMENT #226027, Lewiston Library (cont'd.)

The Individual executing this instrument on behalf of Owner hereby personally certifies that he/she has full authority under all applicable state and local laws and rules and regulations to perform this function and commit Owner to all terms and obligations of this Agreement. The undersigned understands and agrees in full with the above Services and fees, and enters into the Agreement as of the day and year first written above which authorizes Mussachio Architects, P.C. to proceed with these Services.

Owner

Authorized Signature

Date

Print Name

Title

Architect



Authorized Signature

9/21/26

Date

Anthony C. Mussachio

Print Name

Principal

Title

ACM:acm

\\prop\cnt 226027 Lewiston Library CDs.wpd



Our ref: 11207649

September 14, 2026

Mr. Steve Broderick
Town Supervisor
Town of Lewiston
1375 Ridge Road
Lewiston, New York 14092

Proposal – Perry Court Subdivision Drainage Study

Dear Mr. Broderick:

GHD is pleased to offer this proposal to the Town of Lewiston (Town) to complete a drainage study of the Perry Court Subdivision. This proposal is based upon discussions with Town staff.

1. Project Understanding

The Perry Court area of Lewistown Park has experienced surface flooding attributable to recent severe rainstorms. These storms have generated storm flows that have exceeded the capacity of the existing stormwater infrastructure in the area.

2. Scope of Services

Based on our understanding of the project, GHD will provide the following services:

Task 1 – Develop Stormwater Model

GHD will develop a coupled one-dimensional and two-dimensional stormwater model of the Perry Court drainage area. The model will incorporate available topographic survey information, surface elevations, land-cover characteristics, drainage-area boundaries, and the existing storm sewer network.

A two-dimensional rain-on-grid analysis will be performed to simulate the distribution of rainfall directly across the modeled surface and its interaction with the existing storm sewer system.

The analysis will be used to characterize existing drainage patterns, identify major overland flow paths and areas of flow concentration, and evaluate locations where surface ponding, street flooding, storm sewer surcharging, backwater conditions, or insufficient conveyance capacity may occur. Model results will be reviewed to identify the principal factors contributing to drainage problems within the study area.

This Task will include a topographic survey of the area (approximately 8,000 linear feet of roadway) along with an investigation into existing stormwater easements.

Task 2 – Alternative Evaluation

Based on these findings in Task 1, GHD will develop and evaluate conceptual stormwater improvement alternatives, which may include:

- Modifications to storm sewer conveyance, including a stormwater pumping station
- Drainage routing
- Inlet and outlet configurations
- Potential storage or detention features.

The alternatives will be compared using model results to assess their relative effectiveness in reducing flooding and improving stormwater conveyance.

The work will culminate in a presentation of existing conditions, identified drainage deficiencies, model results, and recommended conceptual improvements.

GHD's scope of services is limited to planning-level analysis and conceptual alternatives and does not include detailed design or construction documents.

3. Proposed Schedule and Fee

GHD proposes to complete the scope of services outlined above for a lump sum fee of \$77,800 as detailed below:

Table 3.1 *Fee Summary*

Task Description	Proposed Fee
1 – Develop Stormwater Model (including topographic survey)	\$60,800 Lump Sum
2 – Alternative Evaluation	\$17,000 Lump Sum

Invoices will be issued monthly based on the percentage of work completed in the previous month. Invoices shall be due 30 days from receipt.

GHD proposes to complete this work in accordance with the terms of the current Agreement between the Town and GHD. Should this proposal meet with your approval, please sign in the space below and return a copy for our files.

GHD appreciates the opportunity to provide this proposal to the Town of Lewiston. If you have any questions, please do not hesitate to contact me at the number below or on my cell 716.491.1267.

Regards,



Robert P. Lannon Jr., PE
Project Director

+1 716 362-8806
robert.lannon@ghd.com

Copy to: Camie Jarrell, PE – GHD

ACCEPTANCE BY THE TOWN OF LEWISTON

This proposal was accepted by the Town of Lewiston pursuant to a duly adopted Resolution at its September 14, 2026 Board meeting, and the Supervisor was duly authorized to sign this Agreement.

Date

By: _____
Steve Broderick, Supervisor



September 24, 2026

Page 1 of 1

Dear Supervisor and Board Members,

At the 9/28/2026 Board meeting I will be asking your approval to process the following **2026** budget revisions:

1. This revision is requesting to move \$2,341.00 to the Engineering Firm-Other budget (B00-1440-0400-0000) from the Fund Balance budget (B00-1000-0599-0000) to cover Comprehensive Plan expenses.
2. This revision is requesting to move \$259.00 to the Highway Insurance budget (DB0-1910-0400-0000) from the Highway General Repairs Contractual budget (DB0-5110-0400-0000) to cover insurance expenses.

Thank you,

Jacquie Agnello
Director of Finance



TOWN OF LEWISTON
1375 RIDGE RD
LEWISTON, New York 14092
(716) 754-8213
www.townoflewistonny.gov

Honorable Town Board
1375 Ridge Road
Lewiston, NY 14092

Supervisor Broderick and Councilmembers:

The Planning Board meeting in regular session on September 17, 2026 reviewed a one lot split request from Vienna Bowen 2831 Lower Mountain Road, Ransomville, NY 14131 SBL 90.00-3-45.1. The Board classified this as a "Minor Subdivision" as defined under §306-2 of the Town of Lewiston Code and that it should be treated as such. The planning board, after considering all relevant information, hereby recommends that the Town Board adopt a negative declaration with regard to SEQRA and approve the one lot split as presented. **With the note that they are going to try their best to keep as much of the wooded area as possible, to keep the character of the neighborhood intact as best that they can.**

Sincerely,
Planning Board

William Conrad
Planning Chairman
LW



2 Lancaster Parkway | Lancaster, New York 14086
716-684-3100 | service@leisurecraftpools.com

21' x 45' x 4-11

RECIPIENT:

Scott Fraser

5144 Dana Drive
Lewiston, New York 14092

SERVICE ADDRESS:

5144 Dana Drive
Lewiston, New York 14092

Quote #781

Sent on

Apr 15, 2026

Total

\$23,876.50

49,884 GAL

6669 ft³ = \$209.01

Product/Service	Description	Qty.	Unit Price	Total
				Optional
Mason Repair	Repair approximately 10' of white 2"x2" waterline tile. Replace 2 6"x6" light blue waterline tile. Replace 2 Havana red bricks with safety grip ** Tile and brick provided by Leisure Craft Pools will not be an exact match to existing. ** No warranty on repair work. ** No schedule can be given as this work is fit in between renovations.	1	\$1,560.00	\$1,560.00
				Optional
Replaster Altima	Drain pool and abandon existing pool lights. Undercut tile and fittings to ensure flush fit of new plaster coating. Acid wash, pressure wash, and neutralize with soda ash. Apply Bond Kote for stronger adhesion of new plaster. Install new maindrain frame and grate and relief valve. Install new plaster finish to interior of pool. Set hose to begin filling pool. Start-up equipment and balance water. Add sequestering agent (stain control). Provide "Wall Whale" brush for ease of maintenance ALTIMA Altima colors, select one: White, Blue, French Grey, Blue Celeste	1	\$22,180.00	\$22,180.00*
				Not included
Upgrade Pool Plaster to Luna	Upgrade to 100% Luna Quartz finish for added durability ADD Luna colors, select one: Polar White, Martinique, Key West, Bermuda, Aruba, Bella, Madagascar, Montego, St. Maarten.	1	\$4,785.00	\$4,785.00*

CARE VAN DRIVER
TOWN OF LEWISTON

Part-time Care Van Driver
Town of Lewiston Senior Center

Must be compatible with the elderly.

up to 20 hours per week

Applications available at Town Clerk's Office – 1375 Ridge Road
Or
Town of Lewiston Senior Center – 4361 Lower River Rd.