

WORK SESSION

October 15, 2026 6:00 P.M.

ZOOM

<https://us02web.zoom.us/j/89740800815?pwd=exZba0mHsFnd8FwJq3wH5QFjHkbDR.1>

Meeting ID: 897 4080 0815

Passcode: 607595

AGENDA

PLEDGE OF ALLEGIANCE / SILENT REFLECTION

AGENDA APPROVAL

APPROVAL OF MINUTES 9/28/2026 RTBM

ABSTRACT OF CLAIMS Councilman Myers

DEPARTMENT HEAD STATEMENTS

Highway Dept – Snow/Ice Supplemental Agreement

OLD/PENDING BUSINESS

NEW BUSINESS

SUPERVISOR BRODERICK

- 1) Liaison Report
 - a. Sewer Forgiveness – Irving Drive
 - b. Auctions International Contract Renewal
 - c. Village of Lewiston Red Brick Window Project
- 2) Legal
- 3) Engineering
- 4) Finance
 - a. Budget Revisions

COUNCILMAN BURG

- 1) Liaison Report
 - a. Sanborn Fire Company Hires

COUNCILMAN MORREALE

- 1) Liaison Report
 - a. Sewer Forgiveness – Pool Credit

COUNCILMAN MYERS

- 1) Liaison Report

COUNCILWOMAN WAECHTER

- 1) Liaison Report
 - a. Sr. Center Van Driver Hire
 - b. Season Recreation Hires

PRIVILEGE OF THE FLOOR / PUBLIC COMMENT

EXECUTIVE SESSION – Consultation with attorney

Upcoming Boards/Commission meetings

Planning Board	October 22	6:30 P.M.
Town Board Meeting	October 26	6:00 P.M.
Work Session	November 9	6:00 P.M.
Zoning Board	November 12	6:00 P.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/89740800815?pwd=exZba0mHsFnd8FxxJq3wH5QFjHkbDR.1>

Meeting ID: 897 4080 0815

Passcode: 607595

One tap mobile

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+16465588656,,89740800815#,,, *607595# US (New York)

Join instructions

<https://us02web.zoom.us/join/89740800815?signature=AxNWEDEDYdCP6ONRNUoNwP1pKDvm2gbndpyZednF5HM>

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Regular Town Board Meeting

6:00 PM

PRESENT: Supervisor S. Broderick; Councilmembers R. Morreale, W. Burg & S. Weachter; Dep. Sup. W. Conrad; Bldg. Inspector E. Zimmerman; Police Chief M. Salada; Eng. B. Lannon; WPCC Ch. Op. J. Ritter; Atty. A. Bax; Finance Director J. Agnello; Rec. Director T. Smith; Water Foreman D. Zahno; Hwy Sup. M. Weiss & Deputy Clerk B. Cogland; 38 Residents and 2 Press.

ZOOM: 1 Press

EXCUSED: Councilman J. Myers; Sr. Coordinator M. Olick; Bldg. Inspector T. Masters

Supervisor called the Town Board Meeting to order followed by the Pledge of Allegiance and a moment of silent reflection.

NIAGARA MILITARY AFFAIRS COUNCIL PRESENTATION

Executive Director Holly Curcione said when the military base is talked about, we often talk about jobs, economic impacts, and military missions. Here in Lewiston, that connection is also very personal. More than 45 families who work at the base call the Town of Lewiston home. That does not include civilian employees, contractors, suppliers, and others whose livelihoods are connected to the installation. So, when Lewiston supports NIMAC and the base, it's also supporting its own residents and neighbors. For more than 30 years, NIMAC has served as civilian community partner to the Niagara Falls Air Reserve Station. Their role is to connect, coordinate, advocate, and educate. They do not speak for the military; their job is to understand the installation and their needs and then bring the appropriate community partners together and help turn those needs into actions that the civilian community can appropriately advance. There is an important reason this entire region has a stake in the Niagara Falls Air Reserve Station. Niagara occupies a very unusual strategic location, being only about three miles from the Canadian border making it the closest US Air Force installation to a foreign nation. The Niagara region includes five international bridges, a high-volume US/Canada trade corridor and major hydropower generation. Lewiston is a border community, and part of the international transportation network and part of the region's energy infrastructure. Curcione said when advocating for the future of the Niagara Falls Air Reserve Station, they aren't simply making a case for what exists inside the fence, they're making a case for the strategic value of the entire Niagara region and for the quality of the communities around the installation. Over the last two years, NIMAC's work has included support for the addition of the boom operator weapon system trainer, continued advocacy for the command operations and alert facility, and runaway taxiway modernization. Those three projects alone bring \$123 million in construction to this community. NIMAC is also looking ahead and updating Niagara's quality of life case as the Air Force considers potential KC46's or additional KC135's, helping to address Niagara Fall's lodging challenges and pursuing opportunities to bring additional federal agencies and federal jobs to the installation. These are collaborative efforts; NIMAC doesn't claim sole credit for these accomplishments. Their role is to "keep the right people at the table, keep the facts organized, maintain continuity, and make sure the community is ready when an opportunity or problem develops." That is where Lewiston's support becomes especially important, as it allows NIMAC to work year-round not simply when a crisis occurs or when major funding or basing decisions announce. It allows NIMAC to bring military leadership, transportation agencies, education, and business partners together early and often. It allows them to translate military needs into understandable community actions and to keep this region coordinated. It also gives Niagara a civilian, nonpartisan organization that can maintain those relationships even as military and elected leadership changes. Ultimately, the future of the Niagara Falls Air Reserve Station will depend not only on the missions it's performing today, but on how we as a community position

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ourselves for the opportunities that will come tomorrow. That requires an installation that is ready, a region that is strategically competitive in communities where military members and their families want to live and work. This isn't just about aircraft, buildings, and federal investment; it is about people who are already a part of this community. On behalf of NIMAC, Curcione thanked the Lewiston Town Board for their partnership, continued support, and recognition that a strong Niagara Falls Air Reserve Station benefits Lewiston and the entire Niagara region.

Cogland read the legal notice into the record.

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 6:00p.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 Energy Systems and Stand-Alone Battery Energy Storage Facilities.”

Said Law is intended to provide time for the 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

No one wished to speak.

Close Public
Hearing
LL 5-2026

Waechter MOVED to close the Public Hearing. Seconded by Burg and carried 4-0. 6:09 P.M.

AGENDA APPROVAL

Broderick – Library Emergency Repairs; Lower River Road Traffic
Engineering – Table Perry Court Drainage Study; Morgan Farms RFP

Agenda
Approval

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

PRIVILEGE OF THE FLOOR

David Mongiew – wakeupny.net

Mongiew is from wakeupny.net and has helped over a hundred people run for public offices. Mongiew expressed his disturbance with there being a metal detector for residents to pass through when entering the meeting and public hearing. He said he had never before seen a metal detector at a Town Board Meeting, and has been to eight different Towns. Public Hearings are not life-threatening events, he said it's understandable to have them for court, but for Town Board Meetings it is unacceptable. Mongiew said the public has a right to know who they're voting for, and doesn't understand why Supervisor Broderick “refuses to debate Ed Lilly.” There has been a debate between the two in the past, and it is on the internet Broderick said the Town Board Meetings are not a place to discuss politics. Mongiew then asked how a million-dollar gazebo could be justified. Broderick informed him that is not correct, the Riverfront Park Project in its entirety cost \$950,000

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and includes a 120-foot waterfront dock, a kayak launch, a pavilion, and an ADA accessible path. Mongiew asked if this was where the sewage disposal dumps out at? Broderick said clean water from the Waste Water Treatment Plant goes out there, Mongiew said that water is treated with chemicals and is not actually clean water. He said for that amount of money, the Town could have built a 12,000-foot soccer complex for kids instead of spending a large amount of money for a project such as this one. Mongiew said he filed a FOIL request a year ago about solar laws and found out the same law firm, Seaman and Norris, is writing the same laws across all of Niagara County. There is a clause in the law that the Towns support solar green energy. This is something that should be exposed because it is “fake green energy.” The Niagara Falls Power Project generates some of the cleanest energy in the nation, yet Niagara County residents do not receive cheap power. “Somewhere down the line we were sold out by politicians.” So much money is being made from the Niagara Falls Power Project that the Power Authority has taken 800 million dollars out of it. Mongiew interviewed a County Legislator, Tony Manning, four years ago and Manning explained to him that when that plant was licensed, we were supposed to get the cheapest power in the nation, but instead we are paying the highest rates. For example, Arcade’s electric bills are 75% cheaper than Lewiston’s. On the National Grid bills, the delivery fees are the majority of the entire cost. That is something worth looking into.

Andrew Davis – Townline Road

Davis thanked the Board for allowing him to readdress the situation he has spoken on many times before surrounding his home in the rural residential area on Townline Road in Sanborn. Davis rhetorically asked when the neighboring property was re-zoned to allow for commercial operation as they are operating three LLC businesses on the rural residential property effecting the once quiet and peaceful neighborhood disguised as farming and agricultural marketing. Davis said he is here to require the Town Board represent law-abiding citizens who obey the Town Code and zoning laws and want to keep a quiet neighborhood. He said he understands there is to be enforcement for violations, such as court appearances, fines, and such, and he doesn’t feel like these individuals are being held accountable to the same standard as everyone else. Davis said when someone applies for approval for actions wished to be performed on their land, there is a set process per the Town Code that must be gone through and he doesn’t feel the neighboring business has done its due diligence according to that.

Hannah Davis – Townline Road

For the last five years, Davis has come before the Town Board asking them to help stop the Niagara Pumpkin Farm from operating in their rural residential area. The pumpkin farm has grown over the years, and now has concession stands, snack bars, a pancake stand, coffee/latte trailer, a retail boutique which sells the products made in the owner’s home, and now four carnival games, which could even be expanding in real time. Davis asked the Board to visit the Niagara Pumpkin Farms website to watch the videos of the walk-throughs and see just how big and commercialized this operation has become. She said this is no longer a farm, it’s a carnival in the making. Davis said her parents were victimized from the very first day they met the owners of this neighboring property. Her father, a decorated World War II veteran who has now passed, was sworn at and called foul names for twenty minutes while a Lewiston Town Police Officer stood and watched without ever interfering or stopping this from happening. Davis and her parents used to enjoy beautiful sunsets this time of year, and breakfast on the porch, and coffee with her dad, listening to stories about his rodeo days. Davis said her parents and self were victims of extreme harassment by the Kings for years including some disturbing examples. She misses seeing the deer and turkeys in her back hayfield that used to be seen before being replaced with the sounds of blow horns,

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chainsaws, and screaming from the neighboring attraction. She asked the Board to help restore the life her and her family lived and loved.

Roger Cicinio – Meyers Hill Road

Cicinio came to discuss the steep rise in school tax rates. Not by a hundred or even a few hundred dollars, but quite a lot. At his current age of 60, if he lives to be 80, he would have paid over \$200,000 in school taxes, which is an outrageous amount to him. That amounts to a big chunk of his retirement just to stay on his own property, which doesn't feel right. His home is not waterfront property, nor two story nor does he have a cement driveway, just a basic home which makes it hard to justify staying in with tax rates as high as they are. Broderick told Cicinio that the Town property tax is only 1% of the tax total, lowering every year for the last 6 years and in 2024 lowered by 34.5%, and that the Town does not have any control over School or County Taxes. There is a vote on the school tax every year, and there are school board meetings every month open to all residents. That would be the time and place and people to bring concerns regarding school taxes to be heard. School taxes are not at all based on property taxes. Waechter said to look for the school budget to be released in the spring; and make sure to vote.

Linda Scalzo – Creek Road

Scalzo was heavily affected by the rainstorms and flooding the area experienced in the recent months. She came to the meeting to ask the Board what is being done about the sewer infrastructure, and issues at her home. Scalzo said no Town employees have come to her home to look at the drain issues she is having. The Town intends to use the ditch cleaning crew as a starting point for remediation, but this doesn't solve the problems for residents on Creek Road which is a State road. Broderick said Highway Supt. Weiss is available daily for residents to reach out to, as the Highway Department is who handles all drainage issues. Scalzo said she has sent many emails with no response. When the sewage backed up into Scalzo's basement she reached out the state DOT who told her they would reach out to the Town to report that the manhole was taking in water that it shouldn't, but at such time all manholes were taking in water. Water will always rise to "seek its own level" creating backups through low level drains such as showers or sinks in basement areas of homes and businesses. Every home that is sold is required to pour concrete into these drains to prevent these situations for arising during such weather events.

Rob Hoover II – Buffalo Street

Hoover is Fire Chief at the Sanborn Fire Company and began by thanking the Town of Lewiston Highway Department for their help with the fire on Lower Mountain Road. Some of the larger fires they come across, they can not solve with just their manpower due to the size of some structures. This is in terms of demolition, equipment for overhaul to pull things apart in a safe manner. Sometimes the fire companies need sand, or other materials and when the Highway Departments of the various Towns help with that it makes the firefighters' job a lot easier, safer, and more effective. Hoover came to the meeting to address NFPA 291 and NFPA 25 that have to do with the water, hydrants, and infrastructure. Every five years the entire system is supposed to be inspected and a flow test should be conducted. The Town gets its water from the County who supplies the water at normally 105 pounds then gets taken down on the municipal side. The Fire Company has run into a few problems, and residents have also mentioned having water issues so the Fire Company started looking into areas like Townline Road and Bridgeman Road. There was a fire on the reservation, and the Fire Company was filling tankers on Upper Mountain Road and were at 30-35 pounds, Bridgeman Road was at 38-40 pounds. The Reservation has mentioned putting in water lines to move water to their residents with federal monies, and also the proposed

apartment complex that is planned to be built on Buffalo St and Route 31 are two things that would put more of a tax on the infrastructure. That has been put aside for a few months due to sewer constraints, but the Town should also look into and address the water issues and how these things would further impact that. A good plan should be made for the whole Town to see where each area currently stands in regards to fire hydrant water pressure and what can be expected in the future. Hoover also thanked the Water Department for always helping when needed, he enjoys working with the different Town Departments. Broderick suggested Zahno be invited to the next Fire Bureau meeting. Hoover said it would be great to get a baseline, that hasn't been done in a number of years and it would be great to have something up to date so when things arise everyone can know how to handle them, especially when talking about adding miles of water lines through the reservation so the fire companies can know how that will affect them. Waechter asked if this is something that has gradually arose, or if there was a sudden notice of change. Hoover said there are probably things that they haven't caught and if there is a fire, he can call the county and they will increase the pressure by 45 pounds to help. He said he's not sure if there's a valve somewhere that's just not working right, or if there is an issue elsewhere. Sanborn Fire Company uses the hydrant on Townline Road as backup if they have to head to Cambria to the college, or to relay water and it's not much of a help as it is now. The Town of Cambria has had water problems on the opposite side of things. Where he lives, he can get 70 pounds of water pressure. Wheatfield is supposed to be feeding Lewiston; there is a manual valve inside a pit on Ward Road and the hydrant there is only at around 35 pounds. Hoover has also talked with Wheatfield Water Department and Niagara County Water Department and understands "these kinds of problems kind of creep up on you" but it's something to seriously be mindful of when discussing developing more in areas and be proactive in planning.

Janelle Tower – Lower River Road

Tower presented the Board with a petition letter that over 40 residents of Lower River Road have signed formally requesting a pedestrian and traffic safety review and design along River Road and speaks for the whole. Tower attended the meeting because of a severe accident the previous Wednesday near Joseph Davis that serves as a warning. She said it was a terrifying reminder of the daily patterns on River Road, but it was also an opportunity. Tower said there is a chance right now to fix these issues and possibly prevent a life loss but it can't be done without the Town Board's help. She knows the administrative reality of the route 18F, and that the Town maintains the road, but the County actually owns it and split jurisdiction makes things complicated, and she did not come to fight the Town, but rather to ask for leadership. The residents of River Road need the Town Board to stand with them and their advocates to help get the county to make life saving changes for the road. Right now, the physical layout of the road leaves no room for driver error. The blind curves near Stella Niagara, Pletcher Road and Joseph Davis Park combined with the lack of trail buffers put local drivers and pedestrians in a highly vulnerable position. Lewiston Police speed survey just this summer showed that over 50% of vehicles are speeding with hundreds traveling well over 50mph. The reported average volume on River Road is 3,930 vehicles per day. With over 50% speeding that averages 1,965 vehicles speeding every single day down that road.

History in Western New York shows the devastating human costs of waiting until the worst-case scenario occurs to force infrastructure changes. By sharing and submitting their resident led technical audit two weeks ago for the Town and the County, River Road residents have provided the data needed to justify these upgrades. They would like to see the community fix the hazards before the unthinkable happens. They asked the Board to partner with them by committing to three steps: First, they are asking for a formal Town Board resolution joining the residents in petitioning the Niagara County and New York State DOT for a unified full corridor safety study from Village to Village and for the public release of full corridor accident data since 2016. The residents need the political weight of the Town Board behind the request so the County will listen. Second, while

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residents work with the Town to push the County for structural changes, they need the Town's help managing the immediate dangers. They ask for high visibility speed enforcement patrols from Town Police in known hazard zones in the dangerous curves and a lot of the residential areas. Third, they requested priority maintenance from the Town Highway Department to clear the overgrowth brush blocking sight lines around the bike path, driveways, and make the pedestrian crosswalks more visible for drivers and pedestrians. Bad drivers can not be controlled, but the roads can be updated to NYS DOT standards and guidelines.

APPROVAL OF MINUTES

Approval
of
Minutes

Morreale MOVED to approve the minutes from the 09/14/2026 Work Session. Seconded by Burg and carried 4-0.

ABSTRACT

Abstract of
Claims

Morreale MOVED to approve the Regular Abstract of Claims Numbered 26-02689 thru 26-02847 and recommended payment in the amount of \$203,384.12 plus a post-audit in the amount of \$32,244.51. Seconded by Burg and carried 4-0.

DEPARTMENT HEAD STATEMENTS

Sr Citizens Coordinator M. Olick

Olick requested the cabinets and some other items from the Senior Center that were previously approved to be listed on Auctions International be approved to throw away, as the condition of them is unsalvageable for resale. Due to structural wear and overall bad condition, attempting to dismantle and transport them intact is not feasible. Olick requested to adjust the scope of work to include the complete removal and proper disposal of the existing cabinetry rather than trying to salvage them.

Deem Sr
Center Cabinets
Unsalvageable

Waechter MOVED to revoke the previous motion to salvage the cabinetry at the Senior Center due to ineligible value. Seconded by Burg and carried 4-0.

Broderick read a Resolution 10-2026 "Authorizing Submission of a Grant Application to the Justice Court Assistance Program (JCAP)"

WHEREAS, the New York State Legislature has established the Justice Court Assistance Program (JCAP) to provide funding to assist Town and Village Courts with operational improvements, security enhancements, technology, and records management; and

WHEREAS, the Town Board of the Town of Lewiston recognizes the need to enhance the efficiency of the Lewiston Town Court by providing a mobile TV stand and commercial monitor for the court office for the use of non-jury and jury trials.

WHEREAS, the Lewiston Town justice, the Honorable Hugh Gee, has identified the opportunity to apply for JCAP funding in the 2026-2027 grant cycle in the amount of one thousand and two hundred ninety-nine dollars (\$1,299.00) to provide a mobile TV stand and commercial monitor for the court officer for non-jury and jury trials.

NOW, THEREFORE, BE IT RESOLVED: The Board of the Town of Lewiston authorizes the Lewiston Town Court to apply for a JCAP grant in the 2026-2027 grant cycle in an amount up to \$1,299.00

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Resolution
10-2026
JCAP Grant

Morreale MOVED to approve Resolution 10-2026 Seconded by Burg. Roll Call: Councilman Burg, Yes; Councilman Morreale, Yes; Councilwoman Waechter, Yes; Supervisor Broderick, Yes. Carried 4-0.

Morreale MOVED to approve the Supervisor, all Town Board members, and the Town Clerk to sign Resolution 10-2026. Seconded by Burg and carried 4-0.

Town Clerk's Office – B. Cogland

Deputy Town Clerk Linda Kreps submitted a letter of resignation, "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."

L. Kreps
Deputy
Town Clerk to
Reitre

Waechter MOVED to accept the resignation of Linda Kreps effective March 31, 2027. Seconded by Burg and carried 4-0.

The Town Clerk's Office would like to post the vacancy immediately to allow time to hire and train the next employee properly.

Post Vacancy for
Deputy Town
Clerk

Waechter MOVED to approve the Town Clerk's Office to post the vacancy for Deputy Town Clerk. Seconded by Morreale and carried 4-0.

Highway Supt. – M. Weiss

The Highway Department is continuing work on ditch clearing and have found a few issues in the Bronson Drive area with collapsed pipes and sizeable holes that need replacement. The Highway Department has obtained the permit from the Mayor of Lewiston Village for the ditch on the west side of the Parkway. Weiss asked for approval to put that out to bid. Broderick said the permit gives the Town of Lewiston permission to clean the west side of the bike path from Mohawk Street to Pletcher Road, approximately two and quarter miles.

Ditch Clearing
out to bid

Morreale MOVED to approve the Highway Department to put the ditch cleaning from Mohawk Street to Pletcher Road out to bid. Seconded by Waechter and carried 4-0.

Water Foreman – D. Zahno

The Water Department is beginning to winterize fire hydrants and working on clean up from previous water breaks.

Chief Operator – WPCC – J. Ritter

The WPCC had their annual DEC inspection last Tuesday. The WPCC is starting their lining project next month and working on manholes.

Recreation Director – T. Smith

The Town of Lewiston Trunk or Treat and haunted house will be at the Lewiston Senior Center on Saturday October 24th from 1-3pm. The Recreation Department is collaborating once again with Niagara University for ice skating dates will be announced soon.

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OLD/PENDING BUSINESS – None

NEW BUSINESS

Modern Corporation's permit renewal application calls for a 30 -day comment period, Burg requested approval for Attorney Bax to request a 90-day extension to the comment period for proper further review by the Town.

90-day Comment
Period Extension
for Modern Permit
renewal **Burg MOVED to approve Attorney Bax to request a 90-day extension on the comment period for Modern Corporation's permit renewal application. Seconded by Morreale and carried 4-0.**

SUPERVISOR BRODERICK

Adopt Local Law
5-2026 **Burg MOVED to declare the adoption of Local Law 5-2026 a type 2 action in regards to SEQRA. Seconded by Morreale and carried 4-0.**

Burg MOVED to approve 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 Energy Systems and Stand-Alone Battery Energy Storage Facilities." Seconded by Morreale and carried 4-0.

Last year, the Lewiston Public Library experienced terrible issues with roof leakage and ice damage. The HVAC vents are positioned up against the roof and are not insulated which is causing snow to melt and then freeze at the edge during the winter causing ice damage. There were 6-7 leaks in the roof total. The Town of Lewiston will be licensing the project, so the agreement presented is between the Lewiston Public Library, Mussachio Architects, P.C., and the Town of Lewiston. The agreement is designed to provide a scope of work to correct the issues. Waechter asked if the 10% included the contract administration fees and also any reimbursable costs because line 4 on page 9 mentions these fees. It will. Morreale sat in a meeting with the Supervisor, Mussachio Architects, and the Building Inspector who asked a lot of questions that the contractor answered well. The funds for this will be paid from the H98 energy account which is designed for projects such as this so this will not be paid for out of any fund balances or infrastructure money but rather will come from the money earned by the Town for selling megawatts on the open market.

Mussachio
Architect / Lew
Public Library
repair contract **Waechter MOVED to approve the presented agreement between Lewiston Public Library, Mussachio Architects, P.C., and the Town of Lewiston in the amount not to exceed \$45,000 plus 10%, pending attorney approval of language to be paid from H98. Seconded by Morreale and carried 4-0.**

In the children's area of the Lewiston Public Library, the HVAC unit has gone out which is an emergency situation. The Town received a scope of work from Greater Niagara Mechanical, Inc. who installed the HVAC system. No other companies were able to come in and look at the system. The children's area of the library needs to have a working heating system. Greater Niagara Mechanical, Inc has provided a quote in the amount of \$27,227.

Lew. Public
Library Emergency **Waechter MOVED to declare the HVAC repairs in the children's area in Lewiston Public Library an emergency. Seconded by Morreale and carried 4-0.**

Lewiston Public
Library HVAC
Repair

Burg MOVED to approve Greater Niagara Mechanical, Inc to replace the Lennox RTU unit in the children's area of Lewiston Public Library in the amount of \$27,227 to be paid by H98. Seconded by Morreale and carried 4-0.

Broderick said he has spoken with Janelle Tower a lot regarding the Lower River Road traffic situation. It is tricky to make decisions on this because that is not a Town Road. Even if it were a Town Road, the Town is not authorized to lower the speed limit. River Road is County Road, even though it is a State Road as well. Broderick suggested the Town send a request to Niagara County for a traffic safety study from the Village line to the Town line at Joseph Davis. Tower has a counterpart working in the Town of Porter who can hopefully help extend that span. There's nothing anyone can do to control reckless drivers, but this study would be a good start on seeing what can be done to better protect the area from harm that would arise from speeding and reckless driving.

Traffic Study -
Lower River Rd

Waechter MOVED to request Niagara County do a traffic safety study on Lower River Road. Seconded by Burg and carried 4-0.

Lannon has submitted a proposal from GHD for the design and preparation of contracts, planning, specifications, and drawings in addition to the bidding of the Morgan Farms Stormwater Project project for public bid. Morgan Drive is the area of focus for this project from the west intersection of Greenfield Road to West Park. This covers approximately 2,500 linear feet. Greenfield Road is about 1,300 linear feet, Sandlewood Drive is around 1,100 linear feet, and West Park Drive is about 1,000 linear feet. This totals just under 6,000 linear feet of the Town's stormwater infrastructure to be essentially designed and constructed. GHD is proposing to model a 50-year storm to determine what size pipe there needs to be. He anticipates it will be between 18-24" but they will run the model and meet with the Town, confirm the appropriate sizing, and then proceed with the design. The quoted cost of this is \$75,700, a lump sum cost of \$69,500 for the design phase, and then \$6,200 for a bid phase. GHD will take this project through the whole process, bidding, putting the job out to bid and everything else necessary. Waechter said in the past months the storms have been 100 year storms and asked what determined the study would use 50 year storm data for modeling as opposed to 100 year storm data, and if the latter would change the determined size of the pipeline. Lannon said it very likely would, that they have some model runs that do land in that area and pipe sizes required were 24-36" with a small section even calling for 48" diameter pipe which is quite robust. The issue with running such large diameter pipes is there is only a fixed grade to work with, and also would interrupt water services, existing gas lines and anything else that may be in the way of doing so. GHD will do their best to find the right size pipes to use for each area while disrupting other services as little as possible. In some areas because of these factors, there may be no choice but to use a smaller than suggested pipe. Much of this area's stormwater flows to the west out to the Niagara River and doesn't utilize the existing ditch very much, so if more water can be routed to the ditches already available and underutilized, a big difference can be made in managing that water by splitting it to have water run east into the ditch that is going out to bid to be cleared. Weiss said there is a drainage ditch on the north side of Morgan Drive that runs out to the Parkway and the goal is to get a lot of water to flow into that ditch because it is grossly underutilized. As we speak, Morgan Farms area is designed with undersized piping, lack of piping, and all of those pipelines head west towards the river. The Highway and Engineering Departments are not looking to pipe that ditch, but pipe a way to the ditch and leave it as an open ditch with a possible exception of the last 150-200 feet where it goes under the Parkway that may need a 48" pipe. The remainder of the ditch however, from Hickory Road on eastward would remain an open ditch, which Weiss said is the best policy.

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GHD Proposal
Morgan Farms
Stormwater
Infrastructure

Burg MOVED to approve GHD's proposal for Morgan Farms Stormwater Infrastructure Design & Bidding in the amount of \$75,700 to be paid from H97. Seconded by Waechter and carried 4-0.

Morreale MOVED to authorize the Supervisor to sign the proposal from GHD for testing, design, and bidding of the drainage ditching for the north side of Morgan Farms. Seconded by Burg and carried 4-0.

FINANCE

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

1. A request to move \$2,341 to Engineering Firm-Other - B00-1440-0400-0000 from Fund Balance - B00-1000-0599-0000, to cover Comprehensive Plan expenses.
2. A request to move \$259 to Highway Insurance - DB0-1910-0400-0000 from Highway General Repairs Contractual - DB0-5110-0400-0000, to cover insurance expenses.

Budget
Revisions

Morreale MOVED to approve the budget revisions as presented. Seconded by Burg and carried 4-0.

Agnello submitted the 2027 Tentative Budget, distributed by Cogland

2027 Tentative
Budget

Morreale MOVED to approve the 2027 Tentative Budget as submitted. Seconded by Burg and carried 4-0.

Deputy Clerk Cogland read Appendix D 2027 Schedule of Salaries of Elected Town Officials: Highway Superintendent - \$85,474; Town Clerk - \$74,480; Supervisor - \$35,000; Town Justices (2) - \$32,397; Council Members (4) - \$16,383

The Town Clerk submitted an email from the Town's personnel specialist Soffritti regarding the posted justice court clerk vacancy. 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 Gee, is still employed and available to provide hands-on training and support during the transition. This position has already been approved by the Board in the last meeting, but was not properly stated as this is a "temporary" position intended for training and does not immediately replace the current clerk. The Town Board notes this as an amendment to the previous motion approving the hire of a justice court clerk.

COUNCILMAN BURG – nothing further to report

COUNCILMAN MORREALE

The Planning Board met in regular session on September 17, 2026 and 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 subsection 306-2 of the Town of Lewiston Code and determined that it should be treated as such. The Planning Board, after considering all relevant information, hereby recommended that the Town Board adopt a negative declaration with regard to SEQRA and approve the one lot split as presented. With the note that the owners 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 they can.

September 28, 2026

Neg Dec
One lot Split

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

Approve One
Lot Split
2831 Lower
Mountain Road

Morreale MOVED to approve the one lot split at 2831 Lower Mountain Road are presented. Seconded by Burg and carried 4-0.

A pool forgiveness credit in the amount of \$209.01 was submitted by Scott Fraser of 5144 Dana Drive for pool refill after repairs.

Pool Forgiveness
5144 Dana Dr

Morreale MOVED to approve a sewer credit in the amount of \$209.01 for the refilling of a pool after repairs at 5144 Dana Drive. Seconded by Burg and carried 4-0.

COUNCILWOMAN WAECHTER

The Lewiston Senior Center requested approval to hire a part-time care van driver. This would be up to 20 hours per week; applicants must be compatible with the elderly for consideration. Applications for this position can be found at Town Hall and also at the Senior Center.

Sr Center
P/T Van Driver
Job Posted

Waechter MOVED to approve the Senior Center to hire a part-time Care Van Driver. Seconded by Morreale and carried 4-0.

PRIVILEGE OF THE FLOOR

Paulette Glasgow – The Circle Drive

Glasgow asked if the Comprehensive Plan has been completed, to which Broderick explained this would take over a year to complete, but there is a public forum coming up, but the date is conflicting, so a sure date has not yet been set for it, but it will either be towards the end of October, or the first week in November. When the date is set it will be publicly advertised. Glasgow “got a kick” out of the resident who earlier spoke on the increase in school taxes in the Lew-Port district because she herself has often said she has never had a child in the school district, but used to have a cat, Barney. She wants to support the school district, but also found herself so frustrated with the constant rising of the cost, she said she was going to register Barney as a student. Glasgow thanked Weiss and his workers for the work they have done on The Circle Drive. Now hopefully, she will no longer have a “swimming pool” in the front yard after it rains, that even extended into the neighbor’s yard. She no longer has her neighbor’s driveway in her front lawn. Weiss said he hopes what was done solved the issue for good. Glasgow asked that her, her husband, and their neighbors’ thanks be extended through the Highway Department employees.

Glasgow wanted to mention ten days prior to the meeting there was an incident at the Senior Center. A group came back from a trip, and one of the seniors stepped off the bus and fell over one of the larger stones in the front of the Senior Center building by the front door. The lady fell on her back and hit her head. The others were able to get her upright, but she hurt her shoulder and the back of her head in the fall. There is another senior citizen who also fell over the same rocks, both ladies were very sore, but will hopefully be okay. There was an incident report filed since this happened on Town property and is required to be reported. Broderick asked Weiss to go check out the stones there, Weiss said he will work with Zahno and have the larger stones removed. No one wants to see or hear of any harm coming to any residents.

September 28, 2026

The Senior Center will be closed October 12-16th for renovations. The van will still be available for doctor's appointments and grocery shopping but meals will not be available during construction.

Morreale MOVED to adjourn. Seconded by Burg and carried 4-0. 7:21 P.M.

Transcribed and
Respectfully submitted by:

Handwritten signature of Briggett R. Cogland in cursive script.

Briggett R. Cogland
Deputy Town Clerk

October 2026
10/15/2026

I MOVE TO APPROVE THE REGULAR ABSTRACT OF CLAIMS

26-02848 – 26-03024

AND RECOMMEND TOTAL PAYMENT IN THE AMOUNT OF \$ **710,756.60**

AND A POST AUDIT PAYMENT IN THE AMOUNT OF \$ **18,657.10**

Contract No.: D014881
 Supplemental Agreement No.: _____
 Date Prepared: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____
 For Commissioner of Transportation

By: _____

Print Name: _____

Date: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF ____

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipality described in and which executed the above instrument; that it was executed by order of the _____ of said Municipality pursuant to a resolution that was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED AS TO FORM
 STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

Contract No.: D014881
Supplemental Agreement No.: _____
Date Prepared: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____
For Commissioner of Transportation

By: _____

Print Name: _____

Date: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF ____

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipality described in and which executed the above instrument; that it was executed by order of the _____ of said Municipality pursuant to a resolution that was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

NYSDOT MUNICIPAL SNOW & ICE CONTRACTS		
Estimated Expenditure Calculation/Adjustment Worksheet For Time & Materials S&I Agreements		
MUNICIPALITY :	TOWN OF LEWISTON	
CONTRACT :	D014881	
CURRENT CONTRACT PERIOD :	2024-2029	
SEASON:	2026/27	CONTRACT LM: 45.88
2025/26 Actual Final	\$258,529.49	
2024/25 Actual Final	\$176,690.67	
2023/24 Actual Final	\$119,622.62	
3- YEAR AVERAGE (2026/27) Estimated Expenditure	\$184,947.59	
A: Base Estimated Expenditure (See Note 1)	\$125,999.66	
B: 2026/27 Estimated Expenditure:	\$184,947.59	
C: Difference (B minus A)	\$58,947.94	
Note 1: Base Estimated Expenditure refers to the amount that was provided for the first season under the current contract period		
Reviewed/Approved By:	Signatures Below:	
For Municipality:		
DOT Resident Engineer:		
DOT Snow & Ice Program Manager:		

Contract No.: D014881
Supplemental Agreement No.: 2
Date Prepared: _____

SUPPLEMENTAL AGREEMENT No. 2 to Contract No. D014881

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

TOWN OF LEWISTON ("Municipality")
Acting by and through the _____.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- ☒ Amending the estimated expenditure for the 24/25 season by:
 - ☒ adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - ☐ adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- ☐ Extending the Agreement attached hereto and incorporated herein for an additional 5-year period (Extension No. _____ of a maximum of 3)
- ☐ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023
- ☐ Other: _____

Contract No.: D014881
 Supplemental Agreement No.: 2
 Date Prepared: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____
 For Commissioner of Transportation

By: Steve Broderick

Print Name: Steve Broderick

Date: _____

Title: Supervisor

STATE OF NEW YORK

)ss.:

COUNTY OF Niagara

On this 3rd day of February, 2026 before me personally came Steve Broderick to me known, who, being by me duly sworn did depose and say that he/she resides at 600 Mohawk St; that he/she is the Supervisor of the Municipality described in and which executed the above instrument; that it was executed by order of the Town Board of said Municipality pursuant to a resolution that was duly adopted on January 26, 2026 and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

AMY SMITH
 Notary Public, State of New York
 Appointed in Niagara County
 My Commission Expires Nov. 8 2029

Amy Smith
 Notary Public

APPROVED AS TO FORM
 STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

**NYS DOT MUNICIPAL SNOW AND ICE AGREEMENT AMENDMENT B
FOR TIME & MATERIALS (CONVENTIONAL) AGREEMENTS**

Contract #	Municipality	Est. Season	Region #
D014881	Town of Lewiston	2024-25	5
Contract Term			7/1/2024 – 6/30/2029

**AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE
FOR SNOW & ICE AGREEMENT**

Due to the severity of the winter during the 2024/25 season, the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS		
Original 2024/25 Estimated Expenditure	Final Snow & Ice Voucher Total	Adjustment ¹
\$125,999.66	\$176,690.67	\$50,691.01
Adjustment ¹ = Final Snow & Ice Voucher Total – Original 2024/25 Estimated Expenditure		
TOTAL CONTRACT ADJUSTMENTS		
Final Snow & Ice Voucher Total	Amount Paid for 2024/25 Season*	Contract Adjustment
\$176,690.67	\$125,999.66	\$50,691.01
Contract Adjustment = Final Snow & Ice Voucher Total – Amount Paid for 2024/25 Season		

Encumbered balance of \$41,579.89 being disbursed. Remaining balance of \$50,691.01 to be disbursed upon OSC approval of Amendment B

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Contract No.: D014881
Supplemental Agreement No.: 3
Date Prepared: _____

SUPPLEMENTAL AGREEMENT No. 3 to Contract No. D014881

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

TOWN OF LEWISTON ("Municipality")
Acting by and through the _____.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- ☒ Amending the estimated expenditure for the 25/26 season by:
 - ☐ adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - ☒ adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- ☐ Extending the Agreement attached hereto and incorporated herein for an additional 5-year period (Extension No. _____ of a maximum of 3)
- ☐ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023
- ☐ Other: _____

Contract No.: D014881
Supplemental Agreement No.: 3
Date Prepared: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____
For Commissioner of Transportation

By: Steve Broderick

Print Name: Steve Broderick

Date: _____

Title: Supervisor

STATE OF NEW YORK

)ss.:

COUNTY OF Niagara

On this 3rd day of February, 2026 before me personally came Steve Broderick to me known, who, being by me duly sworn did depose and say that he/she resides at 600 Mohawk St; that he/she is the Supervisor of the Municipality described in and which executed the above instrument; that it was executed by order of the Town Board of said Municipality pursuant to a resolution that was duly adopted on January 26, 2026 and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

AMY SMITH
Notary Public, State of New York
Appointed in Niagara County
My Commission Expires Nov. 8 2029

Amy Smith
Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

NYS DOT MUNICIPAL SNOW & ICE CONTRACTS		
Estimated Expenditure Calculation/Adjustment Worksheet For Time & Materials S&I Agreements		
MUNICIPALITY :	TOWN OF LEWISTON	
CONTRACT :	D014881	
CURRENT CONTRACT PERIOD :	2024/25-2028/29	
SEASON:	2025/26	CONTRACT LM: 45.88
2024/25 Actual Final	\$176,690.67	
2023/24 Actual Final	\$119,622.62	
2022/23 Actual Final	\$119,494.62	
3- YEAR AVERAGE (2025/26 Estimated Expenditure	\$138,602.64	
A: Base Estimated Expenditure (See Note 1)	\$125,999.66	
B: 2025/26 Estimated Expenditure:	\$138,602.64	
C: Difference (B minus A) (See Note 2)	\$12,602.98	
Note 1: Base Estimated Expenditure refers to the amount that was provided for the first season under the current contract period Note 2: If 2025/26 season estimate exceeds base estimate, a Supplemental Agreement is required		
Reviewed/Approved By:	Signatures Below:	
For Municipality:	 	
DOT Resident Engineer:		
DOT Snow & Ice Program Manager:		

TOWN OF LEWISTON

RESOLUTION

APPROVAL OF AMENDMENT TO T.O.L./N.Y. D.O.T. SNOW AND ICE AGREEMENT

WHEREAS, the Town of Lewiston and the New York Department of Transportation, having entered into an Agreement to Extend Municipal Snow and Ice Agreement (hereinafter referred to as "Agreement") on the 18th day of October, 2024, for the provision of and remuneration for snow and ice removal services within the Town of Lewiston; and

WHEREAS, the parties to said Agreement mutually acknowledge the rising cost of complying with the terms of said Agreement which have resulted from above average snowfall and the increased cost of materials and labor associated with snow removal activities; and

WHEREAS, the parties have caused supplemental documents to be drafted which are intended to amend the original terms of said Agreement between the parties to accommodate for said increase in costs,

NOW, THEREFORE, BE IT RESOLVED, that the following amendments to the Agreement (hereinafter referred to as "Supplemental Agreements"), a true copy of which are attached hereto at Exhibit A, are hereby approved and ratified;

1. SUPPLEMENTAL AGREEMENT No. 2 to Contract No. D014881

2. SUPPLEMENTAL AGREEMENT No. 3 to Contract No. D014881,

and it is further

RESOLVED, that the Town of Lewiston Supervisor is hereby authorized to execute said Supplemental Agreements on behalf of the Town of Lewiston.

Dated: January 26, 2026

Tamara Burns

Sewer Forfeitures

Reduce: 4034.72
76.87

5/1: 26605.09
8/1: 107.84

Town of Lewiston
Customer Recent Activity Report

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

TOTAL: 2773.53

Account Id: 10200540-0

Owner:

IAMARINO-EBBOLE, LIA

Sewer

Property Location: 540 IRVING DRIVE

617 875 0969

Water (Active Date: 04/18/16)

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

Min. 30.97

Reduce Sewer: 2700.00

GMI@AN23@GMAIL.COM

W/o Sewer & Penalty would be? will approve @ next month

Tamara Burns

From: Barbara Linhardt <barbara@auctionsinternational.com>
Sent: Wednesday, September 30, 2026 8:32 AM
To: Listings
Subject: {EXTERNAL} Expiring Contract
Attachments: Educational Contract.pdf; Municipal Contract.pdf

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.

Good morning,

Our records indicate that your contract with Auctions International, for online auction services, has recently expired or is about to expire. I have attached a new contract for your convenience. We look forward to retaining you as a valued consignor. If you feel this email should be sent to someone other than yourself, please feel free to forward it along, or kindly provide me with an email for them and I will gladly reach out to them.

Please make sure to fill out the correct contract for your school or municipality.

If you have any questions or concerns, please do not hesitate to contact our Operations Manager, RJ Klisiewicz III- (800) 536-1401 x 110.

Barbara Linhardt
Listings Director
Auctions International, Inc.
11167 Big Tree Rd
East Aurora, NY 14052
Office: 800-536-1401 x 104
Fax: 888-870-6709
Barbara@AuctionsInternational.com

1. motion to approve Contract
1. 2.

2. motion to approve Sup. to sign.
1. 2.

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on ____ / ____ / 20____, between _____, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "as is, where is", subject to the Seller's terms.

The Seller agrees to provide titles, keys in all other proof of ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and / or provided by the electronic means to the Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed-upon dates and times. The terms and prices of this contract shall remain in effect for two years after the agreement is executed based on the means of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as is, where is", with no warranty, expressed, implied or otherwise, and with the government Seller retaining the right to reject any bids that are insufficient. The Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the past prices page of the Auctioneer's website.

Purchasers will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for any vehicles/older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is no commission charged to the Seller.

The Seller agrees to provide photographs and description of the auction merchandise to conduct the auction. In the event that the Seller cannot provide this information, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items for the following fee: \$30 for each motorized vehicle/equipment item, and \$5 for each general merchandise auction lot. Listing fees are deducted from the net sale proceeds, before final payment is made to the Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within 15 business days after the Seller approves the bids for the sale items, and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to the possession of the Seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller any unsold merchandise can be re-listed in the future online auction at no cost to the Seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) _____
Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(x) _____
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) _____
Seller's E-Mail Address

(x) _____
Auctioneer's Signature Auctioneer's Printed Name Date



October 9, 2026

Page 1 of 1

Dear Supervisor and Board Members,

At the 10/15/2026 Board meeting I will be asking your approval to process the following **2026** budget revisions:

1. This revision is requesting to move \$500.00 to the Recreation Gas & Electric budget (A00-7310-0400-3500) from the Transfer from Funds H98 budget (A00-1000-5031-1189) to cover electricity expenses.
2. This revision is requesting to move \$10,000.00 to the Union Welfare Benefits budget (B00-9070-0800-0000) from the Grant Writing Services Contractual budget (B00-8095-0400-0000) to cover employee benefits expenses.
3. This revision is requesting to move \$26,000.00 to the Union Welfare Benefits budget (SS1-9070-0800-0000) from the Treatment & Disposal Equipment budget (SS1-8130-0200-0000) to cover employee benefits expenses.
4. This revision is requesting to move \$829.00 to the Property Insurance budget (SS2-1910-0400-0000) from the Master Sewer Contractual budget (SS2-8110-0400-0000) to cover property insurance expenses.
5. This revision is requesting to move \$15,000.00 to the South Sewer Gas & Electric budget (SS3-8120-0400-3500) from the Transfer from Funds H98 budget (SS3-1000-5031-1189) to cover electricity expenses.

Thank you,

Jacquie Agnello
Director of Finance

Sanborn Fire Company, Inc.

Established 1883

5811 BUFFALO STREET P.O. BOX 362

SANBORN, NEW YORK 14132

September 29, 2026

Lewiston Town Board
1375 Ridge Road
Lewiston, New York 14092

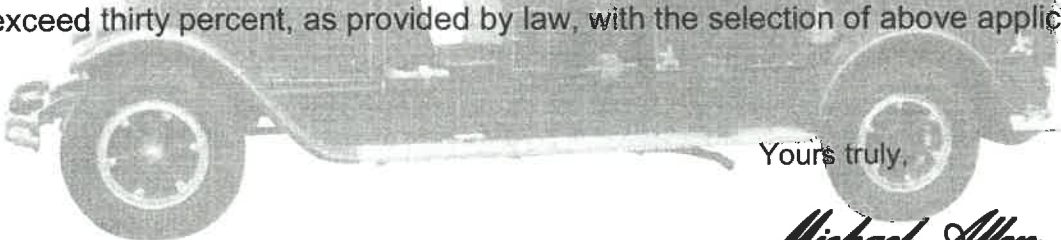
Lewiston Town Board Members:

The Sanborn Fire Company, Inc. herewith submits for active membership in said Fire Company the name of:

Name: Clayton Allen

Mailing Address: 5818 Joanne Drive, Sanborn, New York 14132

The Prospective member is a resident in the Town of Cambria but resides/is employed in the vicinity and is available to render active service as a social member at Sanborn Fire Company. The individual will assist with fundraisers and activities but will not actually participate on Fire/EMS calls. The percentage of non-resident members will not exceed thirty percent, as provided by law, with the selection of above applicant.



Yours truly,

Michael Allen

Recording Secretary
Sanborn Fire Company

cc: file



Sanborn Fire Company, Inc.

Established 1883

5811 BUFFALO STREET P.O. BOX 362

SANBORN, NEW YORK 14132

September 29, 2026

Lewiston Town Board
1375 Ridge Road
Lewiston, New York 14092

Lewiston Town Board Members:

The Sanborn Fire Company, Inc. herewith submits for active membership in said Fire Company the name of:

Name: Larry Treichler

Mailing Address: 5500 Townline Road, Sanborn, New York 14132

The Prospective member is a resident in the Town of Wheatfield but resides/is employed in the vicinity and is available to render active service as a volunteer fireman. The percentage of non-resident members will not exceed thirty percent, as provided by law, with the selection of above applicant.

Yours truly,

Michael Allon

Recording Secretary
Sanborn Fire Company

cc: file





Mr. POOL ENTERPRISES, LTD.
WWW.MISTERPOOL.COM

89 Brandel Avenue
Lancaster, New York 14086
(716) 684-4695
(716) 685-3173 FAX
Email: mrpool@misterpool.com

Name: Rosemary Dann Date: _____
Address: 913 Ridge Road
Home Phone #: 713-6832 Work Phone #: _____

PROPOSAL AND CONTRACT

Size: 16x32 Shape: rect. Liner pattern: 27 mil gemini Sapphire

- ☐ replace faceplate & gasket (on availability) \$ _____ ☐ wall cushion/other \$ _____ ☐ replace/repair beadtrack \$ _____
☐ patch minor damage to hard bottom as needed \$ _____ ☐ prepare walls (clean, scrape, tape, etc.) \$ _____ ☐ pressure testing \$ _____

\$9218

16x32

~22,000 gallons

CONDITIONS AND REMARKS

MR. POOL IS NOT RESPONSIBLE FOR IMPROPER WATER CHEMISTRY, GROUND WATER, EXCESS RAIN OR POOR DRAINAGE, CAUSING THE LINER TO SHIFT, FLOAT OR WRINKLE. MR. POOL IS NOT RESPONSIBLE FOR ELECTRICAL CONNECTIONS

ACCESS: It is understood that contractor will be permitted free and ready access to the pool site and adequate working space. Although care is taken to limit damage to existing landscape, in the event damage occurs it is the owner's responsibility.

UTILITIES: Owner expressly agrees that he/she shall supply the necessary electricity during construction and to operate the pool and supply suitable water, if required, for filling of pool immediately upon completion.

HIDDEN: a) Ground water: Owner is responsible for sump pump or drainage installed due to ground water problem: Will be charged at current rates
b) Wall structure: Structural problems relating to integrity of the wall and footings will be repaired at current rates.
c) Plumbing: Plumbing leaks subsequently discovered in process of work will be repaired at current rate.
d) Hard Bottom: Damage concealed by the liner that is not readily visible will be bid when it becomes apparent.

Contractor is not responsible for any bowed or caved-in walls, nor is contractor responsible for any damage to wall or plumbing while pool is empty. Owner will pay for all labor and materials including deck work in addition to contract price.

LINERS: Customer has been advised to postpone liner installation because of ground water. It is being installed at customer's insistence and Mr. Pool is **NOT** responsible for any liner problems.

_____(Date) _____(Initial) _____(Initial)

OTHER: This proposal includes only the work expressed in writing. Extras or changes, if any, to be charged at contractor's current rates and are payable upon completion.

All agreements must be in writing. _____(Initial)

Your acceptance of this proposal by signature below and return of this form to our office will constitute a contract entered into in accordance with the specifications, conditions, and remarks stated herein. Mr. Pool Enterprises, LTD. is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which homeowner agrees to pay the amount stated in said proposal and in accordance with the terms thereof.

Verbal cancellation will not be accepted. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice.

_____(Date (Third business day after transaction))

DEPOSIT: \$ 1000 CK 1190, when contract signed. **DEPOSITS HELD IN ESCROW AT ALDEN STATE BANK.**

TOTAL PRICE: \$ _____ BALANCE DUE: \$ _____, when job completed.

BUYER ACCEPTANCE: _____ DATE _____

Town of Lewiston Recreation
Timothy Smith, Director
1375 Ridge Road, Lewiston, NY 14092



October 15, 2026

Honorable Members of the Lewiston Town Board,

Please approve the following Seasonal hires in the Recreation Department for our Fall/Winter Recreation Season. They will be starting their seasonal hours on October 19th, 2026.

Victoria Dicarlo	Seasonal Recreation Leader	\$ 16.00 per hour
Caitlyn Hawk	Seasonal Recreation Leader	\$ 16.00 per hour
Olivia Virtuoso	Seasonal Recreation Leader	\$ 16.00 per hour
Adia See	Seasonal Recreation Leader	\$ 16.00 per hour
Arianna Ceretto	Seasonal Recreation Leader	\$ 16.00 per hour
Isaac Manuse	Seasonal Recreation Leader	\$ 16.00 per hour
Mia Granto	Seasonal Recreation Leader	\$ 16.00 per hour

Thank You.