

PUBLIC HEARING

September 26, 2016

6:00 pm

Six Month Moratorium – Solar Panel and Solar Farms

PRESENT: Supervisor Broderick; Councilmembers Bax, Ceretto, Geiben and Morreale; Deputy Supervisor Conrad; Finance Officer Blazick; Town Attorneys Seaman & Catalano; Engineer Britton; WWTP Chief Opt. Ritter; Water Foreman Townsend; Recreation Director Dashineau; Highway Superintendent Trane; Police Chief Previte; 1 Press; 11 Residents and Clerk Donna Garfinkel

The Supervisor opened the Public Hearing followed by the Pledge of Allegiance and a moment of silent reflection.

Clerk read notice into record.

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Lewiston on the 26th day of September, 2016 at 6:00 p.m., at the Town Hall, 1375 Ridge Road, Lewiston, New York, on the adoption of a proposed Local Law entitled, “A Local Law Imposing a Six Month Moratorium on Ground Mounted Solar Panel and Solar Farm Installations within the Town,” an abstract of which is as follows:

The proposed Local Law would place a six month moratorium on the permitting and construction of ground mounted solar energy systems within the Town of Lewiston to allow the Town Board to consider appropriate revisions or amendments to the Town Code concerning the same.

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.

By Order of the Town Board August 22, 2016

Supervisor invited residents to address the Board. No one wished to speak.

Geiben MOVED to close the Public Hearing, Seconded by Bax and Carried 5 – 0. (6:05 pm)

REGULAR TOWN BOARD MEETING

September 26, 2016

6:10 PM

PRESENT: Supervisor Broderick; Councilmembers Bax, Ceretto, Geiben and Morreale; Deputy Supervisor Conrad; Finance Officer Blazick; Town Attorneys Seaman & Catalano; Engineer Britton; WWTP Chief Opt. Ritter; Water Foreman Townsend; Recreation Director Dashineau; Highway Superintendent Trane; Police Chief Previte; 1 Press; 11 Residents and Clerk Donna Garfinkel

AGENDA APPROVAL

Additional Agenda Items: Bax – Hire Police Officer; Seaman – Agreement regarding sidewalks - French Landing Subdivision and Resolution for additional Town highway mileage. Morreale – Historic Commission.

Bax MOVED to approve the Agenda as amended, Seconded by Geiben and Carried 5 – 0.

RESIDENT STATEMENTS

Warren, Rosemary – Griffin Street – Warren attended the recent Parks and Recreation Commission meeting and was treated very nicely. She was asked to share the story about meeting the baseball coach who said that if he didn't meet her on earth he would meet her in heaven.

Warren has attended many Greenway Committee meetings. It was not expected the monies would be for new projects along the Niagara River. There have been some good projects. They have had to move further away from the water to use the money. Warren inquired into who policed the use of the money on the projects. She questions if all the money is being spent properly just on the designated project.

In 2006, the Niagara Gazette chose 10 people in Niagara County that made a difference. Warren was one of them. The reporter spent two hours, at a board meeting, with Warren, along with a photographer. The officials at the meeting thought the photographer was for them, but was for Warren.

The article said that Warren attends more meetings than any elected or appointed official in Niagara County. Warren was on the school board, attended IDA meetings, all Power Coalition meetings. Did

not always attend Lewiston Board meetings because Paulette Glasgow was here and let Warren know what was happening.

Warren said she is a nobody; she will never be a somebody, because she has no connections. She just keeps plugging along and will continue to plug along.

Broderick said everybody is somebody.

Lyle, Karen – Lower River Road – All across New York State, municipal governments are beginning to seriously address the need for ethics reform. The Lewiston Taxpayers Accountability and Action Alliance, for several months, have researched, inquired and formulated a revision to Lewiston's 40-year old ethics policy.

The Alliance submits an updated Ethics Policy to the Board for consideration and implementation. It is the Alliances hope that this updated and improved policy can be the first step towards a new call in ethics reform for our wonderful Town.

Lyle requests the document be include in the record. (Available in Town Clerk's Office – document dated September 21, 2016)

Bax MOVED to close the Residents Statements, Seconded by Ceretto and Carried 5 – 0.

DEPARTMENT HEAD STATEMENTS

Grant Writer Rotella – Greenway submission time is approaching and Rotella is looking for guidance from the Board. Project submission is the third Tuesday in November, present in January, then to the Host Committee.

Final notification should be coming within the next thirty days on the trail project.

Chief Previte asked Rotella to submit a request to the Bridge Commission for bullet-proof vests.

Bax questioned if the Village has contacted Rotella regarding the Kayak Launch concept. Rotella has been approached with a trail project - Lewiston Pathway to Artpark and redoing the fishing station, but nothing on the kayak launch. Bax asked Rotella to contact the Village.

Engineer Britton – A site-walk at French Landing with Town departments (highway, sewer & water) is scheduled for Tuesday, September 27th, 9:30 am as part of the adoption process. A punch-list of outstanding issues needs to be reviewed with the contractor.

Conrad wants to make sure the Town receives the as-built survey to make sure it is built to design. The Town has fallen short on this before. This is part of the process.

Town Clerk Garfinkel – Designate Halloween hours.

Geiben MOVED to set Halloween hours from 4 pm – 8 pm on Monday – October 31, 2016, Seconded by Bax and Carried 5 – 0.

Extended Town Hall hours suspended until May, 2017. Clerk thanks the departments for participating.

Dave Sherriff, DCO has broken his foot and could be out for anywhere from 6 weeks to 6 months. Deputy DCO George Danielwicz has been handling dog calls.

Sherriff is also Bingo Inspector. Garfinkel requests the Board appoint Danielewicz in the interim.

Geiben clarified that the Bingo Inspector position is paid time and a half.

Geiben MOVED to appoint George Danielwicz, on a temporary basis, as Bingo Inspector, Seconded by Ceretto and Carried 5 – 0.

Wegmans to hold a Flu Clinic at Town Hall on Friday, October 14th 9 am – 11 am.

Chief Previte – Numbers for the month: 213 – traffic tickets; 32 accidents; 32 arrests and 987 calls for service.

Previte has interviewed candidates for a part-time officer opening.

Bax MOVED to hire Aaron Lilly, Part-time at the starting rate per the contract, Seconded by Geiben and Carried 5 – 0.

Previte said festivals went smoothly. There were complaints regarding the enforcement of parking regulations and the issuing of parking tickets. Organizers will work with Previte to address this.

Highway Superintendent Trane

With the addition of several subdivisions in the Town, Trane requests updating the Town road inventory mileage.

Bax MOVED to accept Exhibit A, along with the following Resolution as the Town inventory of roads, Seconded by Geiben:

WHEREAS, the Superintendent of Highways has reviewed the Town's inventory of highways for accuracy, and

WHEREAS, certain revisions and/or corrections to the Town's inventory as reflected in attached Exhibit "A" are needed to accurately reflect the current inventory, now therefore be it

RESOLVED, that the Town affirms that it owns the roadways reflected in the attached Exhibit "A" and hereby adds them to the Town's inventory, and be it further

RESOLVED, that the Town confirms that it is responsible for the maintenance and repair of the roadways reflected in the attached Exhibit "A".

Carried 5 – 0.

Trane requests the Board accept the Niagara County and NY State Snow and Ice Agreements.

Broderick MOVED to accept the Niagara County and NY State Snow and Ice Agreements, Seconded by Geiben and Carried 5 – 0.

Water Foreman Townsend – Townsend publicly thanks the Bridge Commission for the installation of 200-feet of waterline, at no cost to the Town.

Recreation Director Dashineau – Dashineau and his department marked almost all ash borer trees, within the damage distance of residential property, for removal. Some residents on Michelle Court have encroached on to the greenspace. There are sheds, play sets, wood piles, etc... Dashineau will work with Trane on how to address this.

APPROVAL OF MEETING MINUTES

Geiben MOVED to approve RTBM of August 22, 2016, Seconded by Morreale and Carried 4 – 0.
(Bax abstained)

Geiben MOVED to approve TB Work Session Meeting of September 12, 2016, Seconded by Bax and Carried 5 – 0.

AUDIT PAYMENT

Ceretto MOVED to approve the regular abstract of claims, numbered 2867 to 3009, and recommends payment in the amount of \$182,744.16, plus a post-audit of \$62,401.95, Seconded by Geiben and Carried 5 – 0.

OLD BUISINESS

Haz-Mat Truck Agreement – Catalano

The Board needs to authorize the Supervisor to sign the Inter-Municipal Agreement between the Town and Niagara County. The County will perform any Haz-mat services to the Town, in return for the Town giving them the Haz-mat vehicle.

Geiben MOVED to approve the Inter-Municipal Agreement with Niagara County, and authorized the Supervisor to sign the following agreement, Seconded by Ceretto

THIS AGREEMENT, entered into by and between the County of Niagara (the “County”), with offices at 175 Hawley Street, Lockport, New York 14094 and the Town of Lewiston (the “Town”), with offices at 1375 Ridge Road, Lewiston, New York 14092;

WHEREAS, the Town of Lewiston is currently in possession of a 1996 International 4900 HAZMAT truck, VIN #1HTSDADR315201, currently with 22,380 miles that it wishes to give to the County of Niagara, and

WHEREAS, the Town of Lewiston agrees to give and the County of Niagara agrees to accept said HAZMAT vehicle free of charge, and

WHEREAS, as consideration for the HAZMAT vehicle, Niagara County agrees to give the Town Of Lewiston HAZMAT services free of charge for the duration of viability of said vehicle, and (SCHEDULE A NEEDS ATTACHED OF WHAT SERVICES THERE ARE.

WHEREAS, both parties agree that the transfer of this HAZMAT vehicle is in the best interest of both the Town of Lewiston and the County of Niagara;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED:

The Town will provide to County the aforementioned HAZMAT vehicle within 30 days of the complete execution of this agreement.

The Town will ensure that the HAZMAT vehicle is in good working order and inspected prior to its transfer to County. Town is unaware of any major problems or any replacement parts needed according to manufacturer’s guidelines.

The Town is not responsible to staff the HAZMAT vehicle. The staffing and providing of services to the Town are now the sole responsibility of County.

County agrees to provide HAZMAT services including but not limited to: 1.) Respond to any requested hazardous materials release within the Town of Lewiston for both emergency and non-emergency incidents as requested by any Town of Lewiston Fire Department Chief and 2.) Respond for WMD/CBRNE incidents, drills, or exercises, for the duration of viability of vehicle. Said determination of viability to be made by County exclusively.

County may terminate this contract by ninety (90) days notice, for any reason, by returning vehicle to Town in its then condition

Indemnification. The Town agrees to defend and indemnify the County, their officers and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed within the Town, under this contract; provided, however, that Town shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County’s contractors performing work over which the Town has no authority.

The Town, by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then the Town agrees to pay all attorney fees and expenses the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.

This is an Inter-Municipal Agreement pursuant to Article 5-G of the General Municipal Law.

Carried 5 – 0.

NEW BUSINESS – Clerk’s Correspondence – None

SUPERVISOR BRODERICK

Adoption Local Law – Moratorium – Solar Panels

Niagara County Planning Board approval received September 19th.

Broderick MOVED to approve Local Law #3 – Six Month Moratorium – Solar Panels, Seconded by Bax

Roll call:

Bax – Yea

Ceretto – Yea

Geiben – Yea

Morreale – Yea

Broderick – Yea

Motion Carried 5 – 0.

Addition to Upper Mountain Roster

Broderick MOVED to add Robert Ward -1165 Jarrett Drive, to the Upper Mountain Fire Company roster, Seconded by Geiben and Carried 5 – 0.

Legal

Seaman distributed an agreement regarding installation of sidewalks in the French Landing Subdivision.

Developers are required to put sidewalks in their subdivisions. But often times a developer will come to the Town and state it doesn’t make sense for them to install the sidewalks because houses will be built using heavy machinery.

In past practice, in Lewiston and other municipalities, they enter into an agreement ensuring the sidewalks will be put into place, outline how it will be done and what insurances the Town will have.

Seaman spoke with the Supervisor, Engineer Lannon and the attorney for the developer and drafted this agreement. This adequately assures the sidewalks are going to be put in. It includes a time schedule for portions of the sidewalk to be in by July 15, 2017 and no certificate of occupancy to be issued for any particular lot until a sidewalk is put in.

Regardless of what happens with the subdivision, so if it goes into a dormant phase, the developer still has to install all sidewalks within a three (3) year time period.

The agreement requires the developer to place \$10,000 into escrow, with the Town. It requires them to give the Town a guarantee of reimbursement, for any expenses, attorney fees or any other fees incurred if the Town needs to enforce this agreement.

Seaman believes this adequately protects and ensures the Town has recourse to ensure sidewalks are installed.

Geiben MOVED for approval the following “Agreement For Installation Of Sidewalks In French Landing Subdivision” and authorized the Supervisor to sign on be-half of the Town, Seconded by Bax

THIS AGREEMENT made this 26 day of September, 2016, by and between the **TOWN OF LEWISTON**, a Municipal Corporation having its principal offices at 1375 Ridge Road, Lewiston, New York (“Town”), **JERALD I. WOLFGANG**, 4267 Lower River Road, Lewiston, New York, current owner of subject property (“Owner”), and **FORBES HOMES, INC.**, a New York Corporation with offices located at 470 Cayuga Road, Cheektowaga, New York 14225, contract purchaser of the subject property (“Purchaser”) (Jerald I. Wolfgang and Forbes Homes, Inc. collectively referred to as “Developers”).

WHEREAS, the French Landing Subdivision Plat, as approved by the Town and filed with the Niagara County Clerk’s Office, and the Public Improvement Permit issued by the Town for the construction of public improvements within the Subdivision, require the installation of sidewalks throughout the Subdivision, and

WHEREAS, installation of all sidewalks prior to construction of homes and buildings in the Subdivision would require portions of the sidewalk to be removed and possibly reinstalled, and

WHEREAS, the Owner wishes to dedicate public improvements to the Town, including the roadway, water and sewer infrastructure, drainage easements, etc., prior to the completion of the sidewalks, and

WHEREAS, the Town is willing to allow dedication prior to the installation of sidewalks so long as adequate assurances of the completion of the sidewalks are provided,

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties mutually agree as follows:

1) That the Developers will install the sidewalks in the French Landing Subdivision in accordance with all requirements and specifications, and according to the following schedule:

a) The approximately 600 feet of sidewalk at the entrance points to the Subdivision and not fronting lots intended to be built as homes shall be fully installed prior to July 15, 2017.

b) Sidewalks fronting lots intended to be homes shall be fully installed prior to the issuance of Certificates of Occupancy.

c) All sidewalks within the Subdivision shall be installed, regardless of whether homes remain to be built, prior to October 31, 2019.

2) The Owner will deposit \$10,000.00 with the Town to be held in escrow until all sidewalks are installed in a manner acceptable to the Town Engineer, at which point the escrow funds will be returned to the Owner.

3) If the Developers fail to install the sidewalks in an acceptable manner or according to the schedule within this Agreement, the Town may, in its sole discretion, cause the sidewalks to be installed and the Developers will reimburse the Town for all expenses related to such installation. The Developers also specifically agree to reimburse the Town for all expenses, including reasonable attorney’s fees, incurred by the Town in enforcing this Agreement and/or seeking reimbursement from the Developers.

4) The Town may, without further notice, apply funds held in escrow to any expense incurred pursuant to paragraph “3” immediately preceding.

5) The ongoing work of installing the sidewalks continues to be governed by the P.I.P. and all requirements therein apply.

6) The Developers will pay to the Town inspection fees for inspecting the sidewalks when installed.

7) The Town may withhold any further Building Permits or Certificates of Occupancy for lots within the French Landing Subdivision if the Developers are in violation of any term of this Agreement.

8) That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in interest. Purchaser shall be bound by the terms and conditions of this agreement and Owner remains liable hereunder irrespective of any ownership transfer.

9) That upon the execution of this Agreement and delivery of the escrow funds to the Town, the Town shall not refuse dedication of the roadway and infrastructure within the French Landing Subdivision for the sole reason that sidewalks are not complete.

IN WITNESS WHEREOF, the parties have set their respective hands and seals on the day and year set opposite their signatures.

Carried 5 – 0.

Conrad questioned if the sidewalks will be to Town standard detailed for design and installation. Seaman said the agreement reads it has to be installed according to all specifications, inspected with an inspection fee associated with each time a part of the sidewalk is installed.

Finance

Blazick requests the Board approve the hire of Tara Johnson, at a rate of \$20.00/hour, as Part-time Junior Accountant. Blazick said Johnson has a strong background and is well qualified.

Broderick MOVED to hire Tara Johnson at \$20/hour, as Part-time Junior Accountant on a provisional basis, Seconded by Geiben and Carried 5 – 0.

Broderick met Johnson and believes she is more than qualified.

Blazick questioned if Johnson will be eligible for the 6-month and 1-year step salary increase. Seaman will have to review the contract agreement.

Blazick requests the Board approve a fund transfer for the purchase of a computer.

Bax MOVED to transfer \$400 from account A00-1220-0200-0000 – Supervisor’s Equipment to A00-13130-0200-0000 – Finance Equipment, Seconded by Geiben and Carried 5 – 0.

The 2017 Tentative Budget is to be filed with the Town Clerk by September 30th and presented to the Town Board by October 5th.

Geiben MOVED to hold a Special Meeting on Monday, October 3rd at 5:00 pm for the purpose of presenting the 2017 Tentative Budget to the Board, Seconded by Bax and Carried 5 – 0.

Blazick requests budget meetings scheduled with each department and non-profit organizations. It was suggested Blazick meet with each department head and their liaison.

Meetings will be scheduled at the Special Meeting on October 3rd.

COUNCILMAN BAX – nothing to report

COUNCILWOMAN CERETTO – nothing to report

COUNCILMAN GEIBEN – nothing to report

COUNCILMAN MORREALE

Grass Cutting Fees

Morreale MOVED to place 33 parcels, a total fee of \$5,201.75 and Administration Fee of \$3,300 on the taxes of the property owners, Seconded by Geiben and Carried 5 – 0.

The Historical Preservation Commission requests term expiration dates for Commission members.

Morreale MOVED the following expiration dates for Commission members: Arnold – 12/31/2016; Cafarella – 12/31/2019; Collister – 12/31/2017; Davy – 12/31/2018; Maggard – 12/31/2021; Patti – 12/31/2020 and Rhoney – 12/31/2022, Seconded by Bax and Carried 5 – 0.

Morreale thanked Marjorie Maggard for working hard and moving the Commission forward.

RESIDENTS STATEMENTS

Correa, Nancy – Riverwalk Drive - The Code of Ethics document distributed to the Board earlier this evening is a very laborious product done by Karen Lyle. Lyle researched many Cities and Towns and took the best, and tried to be consistent and thorough. Correa hopes the Board gives the document the consideration and courtesy of a thorough review. This will update the existing 40-year plan.

Alliance members are willing to work with the Board. This was done in the spirit of cooperating and assistance. Members are volunteers and take good government and transparency very seriously.

Broderick MOVED to enter into Executive Session to discuss ongoing collective bargaining negotiations, Seconded by Morreale and Carried 5 – 0. (6:45 pm)

PRESENT: Supervisor Broderick; Councilmembers Bax, Ceretto, Geiben and Morreale; Deputy Supervisor Conrad; Finance Officer Blazick; Town Attorneys Seaman & Catalano.

Discussion on ongoing collective bargaining negotiations.

Morreale MOVEFD to exit Executive Session, Seconded by Ceretto and Carried 5 – 0. (8:25 pm)

No action taken

Ceretto MOVED to adjourn, Seconded by Morreale and Carried 5 – 0.

Transcribed and Respectfully Submitted by:

Donna R. Garfinkel
Town Clerk