

WORK SESSION

October 16, 2025 6:00 P.M.

ZOOM

<https://us02web.zoom.us/j/85679317047?pwd=9V913YUEJPvLy4J2xsgJKAvkt5nBVF.1>

Meeting ID: 856 7931 7047

Passcode: 910712

AGENDA

PLEDGE OF ALLEGIANCE / SILENT REFLECTION

AGENDA APPROVAL

APPROVAL OF MINUTES 09/22/2025

ABSTRACT OF CLAIMS Councilman Myers

DEPARTMENT HEAD STATEMENTS

Clerk's Office – Special Election
Highway Supt. M. Weiss – Wood Grinding Sealed Bid Award
Water Pollution Control Center J. Ritter – Smoke Testing

OLD/PENDING BUSINESS

NEW BUSINESS

SUPERVISOR BRODERICK

- 1) Liaison Report
 - a. Village Red Brick Electric
 - b. Temporary Resignation
 - c. Resolution – Energy Choice Act
- 2) Legal
 - a. Fire Protection Services Agreement
- 3) Engineering
- 4) Finance
 - a. Budget Revisions

COUNCILMAN JACOBY

- 1) Liaison Report
 - a.

COUNCILMAN MORREALE

- 1) Liaison Report
 - a. Sewer Forgiveness – 4649 Vrooman Drive
 - b.

COUNCILMAN MYERS

- 1) Liaison Report

COUNCILWOMAN WAECHTER 1) Liaison Report

PRIVILEGE OF THE FLOOR / PUBLIC COMMENT

Upcoming Boards/Commission meetings

Planning Board	October 23	6:30 P.M.
Town Board Meeting	October 27	6:00 P.M.
Historic Preservation	November 11	5:45 P.M.
Zoning Board	November 13	6:00 P.M.

Meeting ID: 856 7931 7047

Passcode: 910712

One tap mobile

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+16465588656,,85679317047#,,,,*910712# US (New York)

Join instructions

https://us02web.zoom.us/join/85679317047?signature=Nu1RCM385CTy4weOGBL6QuXu7_dBJsv_qSILu5HQiO8

PRESENT: Supervisor S. Broderick; Councilmembers R. Morreale, J. Jacoby, J. Myers & S. Waechter; Dep. Sup. W. Conrad; Police Chief M. Salada; Bldg. Insp. T. Masters; Finance Director J. Agnello; Hwy Sup. M. Weiss; Atty. A. Bax; Sr. Coordinator M. Olick; Rec. Director T. Smith; Eng. B. Lannon; Water Foreman D. Zahno; WPCC Ch. Op. J. Ritter; 1 Press; 17 Residents & Deputy Clerk T. Burns

ZOOM: 1 Press

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

AGENDA AMENDMENTS:

Broderick – Comprehensive Committee Member Addition/Flow Study Proposal
Morreale – Pool Sewer Forgiveness

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

PRIVILEGE OF THE FLOOR

Andrew Davis – 5300 Townline Road

Davis said it is apparent that the Town of Lewiston is unable to enforce its own Zoning Ordinance and Town Code with respect to the owners of 5368 Townline Road. This inaction seems to indicate approval as long as it isn't in the Board's backyard or neighborhood. The operation of a haunted tourist attraction in a quiet rural residential location is sure to disrupt the normal lives of nearby citizens. The noise, loud music, loud chainsaws, loud blowhorns, customers yelling and screaming and ATV's riding up and down the property lines are some examples. The requirements of a site plan approval and issuance of a special use permit have not been enforced. Any resident can do whatever they want. Lewiston officials are OK with the wrongness as long as they don't live next door to it.

The Town officials have passed new laws concerning short-term rentals, operations of bed and breakfast and similar businesses in residential areas. Why? Because neighbors protested the loud parties and related parking, health and safety issues. These property owners must've lived in Board members neighborhoods because action was taken and restrictions were put in place for renting these properties.

Davis said he believed the proper steps were going to take place last week with the Public Hearing scheduled on this issue. The meeting was cancelled when the application was withdrawn by the applicant. Nobody seems to submit to the Town Code or Zoning Ordinance. It's just business as usual, as long as Board members don't live next to it. Our leaders and government officials tell us they need the assistance of law-abiding citizens to stop residents who are not following laws and assist law enforcement which many of us do to keep the peace. "If you see something, say

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something”. 99% of the residents in the Town of Lewiston are law-abiding citizens. It’s the 1% who think they are above the law and say the law does not apply to them. They cause all the problems in society, they over-burden our law enforcement officers. “Just let everyone do whatever they want with less government enforcement. That is a sure recipe for chaos in society. Enforcing the Zoning Ordinance and Town Code is essential for all of us law-abiding citizens in the Town of Lewiston”.

Bax said he understands the sentiments that have been placed on the record and he along with the Town Board have been intimately aware of the conflict and the issues going on. A lawsuit was filed and wherein a full restraining order had been achieved against the Kings, the operators of the Pumpkin Farm on Townline Road. Since it was filed, there have been multiple negotiations going back and forth with council for the Kings and with respect to the Town and its approval of what is happening here, Bax wants to state for the record and everyone in the room, there has been no approvals of what is taking place on the property. All there has been is an acknowledgement that there is an issue that needs to be regulated and as Davis rightfully said, the Town needs to apply the laws and prior to last weekend, the Town had no communication and application of Town Code on that operation. As of tomorrow, there will be a walk through of the property by the Town’s Fire Safety officials and individuals from the Building Department. A full list of compliance issues will be identified and brought back to the Town Board and Building Department for further negotiation. The owner of the Pumpkin Farm has agreed and the Town’s lawsuit has been withdrawn without prejudice which means it can be brought at any time in the future and the Town does have a number of tools within our “tool box” to mandate and put pressure on compliance from this point forward.

Bax said he believes, moving forward, this is the right direction for the Town because it doesn’t lock the Town up in endless litigation. It gets what both the Kings, the neighbors and what the Town Board wants, in this circumstance, which is compliance with the Town Code, safety for individuals that are going to be there, peace of mind and the ability to enjoy the property for the neighbors. What is happening right now, this process is the correct one for the Town. If the Town finds violations, we will hold those people accountable and Bax said he will personally be involved in the process. The attorney for the Kings has indicated his dedication to safety and immediately agreed to allow the Town’s Safety Officers and Inspectors on the premises when it was requested. Negotiations went much better than expected and Bax only expects and hopes it continues in that direction and provides the Davis’s with peace in the future. Bax told Davis he doesn’t want to minimize what he is saying and just wants to correct him in the sense that the Town is still on the side of the residents, still on the side of compliance and safety and the Town Board is deeply committed to doing everything they can to address the Davis’s issues.

DEPARTMENT HEAD STATEMENTS

Deputy Clerk - T. Burns

Burns read a letter from the Niagara Falls Country Club.

This is in notice that a renewal for an alcoholic beverage license has been applied for by the Niagara Falls Country Club, 505 Mountain View Drive, Lewiston, New York, in the county of Niagara; for on-premises consumption at the Patio, Grill Room & Clubhouse.

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Burns requested approval to place the unpaid water and sewer accounts for the Town of Lewiston on the 2026 Town and County taxes. The breakdown of water and sewer is as follows: Water: \$97,427.78; Master Sewer: \$48,371.56; South Sewer: \$11,561.91; Town Administration Charge: \$32,100.00 for a total of \$189,461.25.

Water/Sewer Re-Levy **Morreale MOVED to approve the amount of \$189,461.25 to the 2026 Town and County Tax Bills. Seconded by Jacoby and carried 5-0.**

Broderick said, this means 321 residents did not pay their water bill. We charge these people a one-hundred-dollar levy fee. The Town is collecting \$32,100 which brings the total since we started charging this fee to well over \$400,000. We want people to pay their bills but we'll take their money if they don't want to.

Burns said the Town Court is requesting authorization from the Town Board to apply for funding from the Justice Court Assistance Program during the upcoming 2025-2026 grant cycle. One required component of that application is a resolution from the Town Board authorizing the Town Court to apply for this funding. Accordingly, enclosed please find a proposed resolution for consideration by the Town Board of the Town of Lewiston. The application seeks funding in the amount of \$27,635 to provide document conversion services to scan and convert paper criminal files for the years 2018 through 2024 into digital format.

Town Board Resolution 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 digitizing paper criminal files to improve accessibility and long-term, preservation of court records; and

WHEREAS, the Lewiston Town Justice, the Honorable Hugh Gee, has identified the opportunity to apply for JCAP funding in the 2025-26 grant cycle in the amount of Twenty-Seven Thousand Six Hundred Thirty-Five Dollars (\$27,635.00) to provide document conversion services to scan and convert paper criminal files for the years 2018 through 2024 into digital format;

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 2025-26 grant cycle in an amount up to \$27,635.00

Grant App. Justice Court (JCAP) **Broderick MOVED to approve the Town Board Resolution Authorizing Submission of a Grant Application to the Justice Court Assistance Program (JCAP). Seconded by Jacoby and carried 5-0. Roll Call: Councilman Jacoby: Yes; Councilman Morreale: Yes; Councilman Myers: Yes; Councilwoman Waechter: Yes; Supervisor Broderick: Yes.**

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Hwy Sup. M. Weiss

Weiss said the Highway Department started the Cliff Road project and everything is going smoothly. Work should be completed in about 4 weeks.

Rec. Director T. Smith

Smith said fall and winter are coming up and there are plenty of activities. The Recreation Department still has their bocce and cornhole league, yoga is still going on. Fall crafts, Halloween Bingo is coming up for the kids, Trunk or Treat with the haunted house at the Senior Center will be October 25th and skating will start the day after Thanksgiving. There are going to be about 25 skate dates and that continues all the way through February.

Sr. Coordinator M. Olick

The Senior Centers new yoga class is working out nicely, it starts at 8:15 on Mondays to 9:15 and then they have their regular yoga class 9:30-10:30. The Senior Center will have an open enrollment insurance information event with representatives from various insurance companies on October 7th.

Broderick said if you haven't been to the Lower River Road Riverfront Park, the second pavilion is underway. Masters said the footings are poured and they're forming the walls which should be done by the end of the week. Broderick said, other than the two pavilions, there won't be anything else added, there will just be a kayak launch and fishing pier down below. Broderick said they are working with Building Inspector Zimmerman on the Outfall Building and will put bathrooms in but that is a working progress.

APPROVAL OF MINUTES

Minutes **Morreale MOVED to approve the minutes from the 9/8/2025 WS. Seconded by Jacoby and carried 5-0.**

ABSTRACT

Abstract **Morreale MOVED to approve Regular Abstract of Claims Numbered 24-03371 & 24-03376 and recommended payment in the amount of \$64,822.00. Seconded by Myers and carried 5-0.**

Morreale MOVED to approve Regular Abstract of Claims Numbered 25-02384 thru 25-02544 and recommended payment in the amount of \$546,588.40 with a Post Audit in the amount of \$7,575.77. Seconded by Myers and carried 5-0.

OLD/PENDING BUSINESS - None

NEW BUSINESS - None

SUPERVISOR BRODERICK

Broderick said there were members named to the Comprehensive Plan Committee last meeting. The Town wanted a local farmer to be on the committee and Masters said it was very important that a farmer be on the committee. Dennis Hannon from Hannon Farms stepped up.

D. Hannon
Comp. Plan
Committee

Broderick MOVED to approve Dennis Hannon to the Comprehensive Plan Committee. Seconded by Jacoby and carried 5-0.

Broderick said with that being said, he will reach out to Wendel Engineering who is doing the Comprehensive Plan study and let them know the Town has a full board and we can start scheduling dates to meet and hopefully, at the next meeting, those dates will be available. These meetings will not be public but there will be at least one, possibly two public meetings and public forums for residents to speak.

Legal:

Bax handed the Board a copy of the report from the Board of Ethics who met on August 18th and then again last week on September 17th in Bax's office to consult about the issue that was referred to them. The report is precise and goes through what they learned and provides the Town Board with some recommendations for the future. At the end of the day, they ultimately, unanimously found, there was not an ethics violation but there are certain things the Town Board can take into consideration to avoid this in the future.

Broderick read the report from Suzanne Pardee, Chair of the Ethics Committee.

The members of the Town of Lewiston Ethics Committee met on two occasions to discuss an ethics complaint related to work of the Town of Lewiston Planning Board regarding the "President's Park" development project.

Ethics Board
Findings

After discussion, the Ethics Committee provides the following results of our conversations and recommendations to the Town Attorney and Town Board.

1. On Monday, August 18, 2025, all five members met and reviewed written information provided to us regarding the alleged ethics violations. Following this review of the information available at that time, the committee voted unanimously that an actual conflict of interest did not occur.
2. To receive further information, the committee met again on Wednesday, September 17, 2025. Four members of the Ethics Committee were able to attend, along with the Town Attorney and one of the parties involved in the complaint.

After hearing more specifics regarding the complaint and important details regarding discussions among the parties, the committee members (excluding Mr. Bax) voted unanimously that, while an appearance of a conflict of interest can be argued, that no actual conflict of interest has occurred in this manner.

3. From what we have discussed and learned through this process, the Ethics Committee recommends that the Town Board develop and distribute guidelines to all of its citizen advisory committees, that should include, but not be limited to, the following:

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- Committee members should immediately disclose any actual potential conflicts of interest on issues in which they are involved.
- Committee members should refrain from any public comments on issues under their review outside of their official proceedings.
- Committee members should refrain from comments on political issues or individuals.

This communication has been unanimously approved by the Ethics Committee.

Engineering:

Lannon presented a proposal titled Morgan Drive Area Flow Monitoring. Edward Bradfuhrer is the proposed project manager and has done many of these in his career including some for the Town. He has attended the meeting to answer any questions. This Proposal is three tasks. The first one is flow metering and smoke testing. Lannon is proposing to have eight flow meters installed for a period of about three months to try and collect a sufficient amount of both dry weather flow data and wet weather flow data to compare the two to see what impacts wet weather has on the sewer system. Included with that will be the installation of two rain gauges to detect rainfall in that area. Lannon said hopefully the weather will cooperate and they can collect data for over three months and then get the data evaluated and compare rainfall derived infiltration and inflow to use for more analytics to compare wet weather flow versus dry water flow. Once all of this data is collected, a report will be compiled that will estimate the amount of infiltration and inflow that is entering the Morgan Farms area as well as what is believed to be coming from the Village.

Broderick said he and Morreale have been working with Ritter, Lannon, Masters and Weiss to try and get solutions for known areas that experience flooding in the Town of Lewiston. There was a meeting to address the Morgan Farms subdivision. In the Village of Lewiston, there is a drain pipe that comes directly down Eighth Street into the Morgan Farms subdivision and the Town wants to make sure this is not part of the problem.

Morgan Dr. Flow Monitoring **Broderick MOVED to approve the Engineering Proposal from GHD “Morgan Drive Area Flow Monitoring” in the amount of \$103,700 from H97. Seconded by Morreale and carried 5-0.**

Morreale asked what the flow meter does. Bradfuhrer said they're like a little puck that have an ultrasonic sensor and a doppler for a pressure sensor to measure the velocity that comes down a sensor and it also measures the depth so you can see how the sewer is behaving. The flow meter is usually put on the bottom of the sewer pipe or sometimes on the side if there are sediment issues. There will be a rain meter put on the Village pump station that goes into the Town and the second one will be put at the Waste Water Treatment Plant.

Waechter asked to explain the smoke study. Bradfuhrer said smoke testing is a common way to find leaks in systems. You pour smoke into the sewer manifold and then if there is a cross connected catch basin that's going into the wrong sewer or a broken pipe, you will see smoke coming out of the ground. Waechter said, there will be a flow meter put at the Lewiston Landing Site. Where does that connect to? Bradfuhrer said that connects upstream of the pump station so it will tell us how much flow is coming into the pump station. The Town has a magnetic flow meter attached to the

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pump station itself that they use for billing. We will be able to look at how much force is coming into the pump station and how much the pump station is actually pumping and determine whether there is too much flow coming in. We're looking at where there might be a potential issue of water coming in from the Village. Bradfuhrer said the next one will be placed north in Town areas that will isolate sewers within the Town as well. Lannon said there will be six of these in the Morgan Farms area.

Waechter MOVED to approve the Supervisor to sign the Engineering Proposal from GHD "Morgan Drive Area Flow Monitoring". Seconded by Morreale and carried 5-0.

Finance:

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

1. A request to move \$3,442 to Highway Garage Equipment – A00-5132-0200-0000 from Contingency – A00-1990-0400-0000, to cover the purchase of an equipment scanner for the Highway garage.

Budget
Revisions

Morreale MOVED for approval as presented. Seconded by Jacoby and Carried 5-0.

Agnello submitted the 2026 Tentative Budget. Agnello thanked the Supervisor, the Board, the Department heads and their staff for working very collaborative with her, keeping in mind all of the residents and the tax levy and she appreciated all of their hard work. Morreale thanked Agnello and Milne.

Burns read Appendix D "2026 Schedule of Salaries Elected Town Officials." Highway Superintendent: \$82,982; Town Clerk: \$72,393; Supervisor: \$35,000; Town Justices (2): \$32,397; Council Members (4): \$16,383.

COUNCILMAN JACOBY

The Sanborn Fire Company is requesting to add Margaret Blum of Griffin Street to their active membership.

M. Blum
Sanborn
Fire

Jacoby MOVED to add Margaret Blum of Griffin Street to the Sanborn Fire Company active membership. Seconded by Waechter and carried 5-0.

COUNCILMAN MORREALE

Morreale presented a request from Mark Giannini – 5051 Marywood Drive to waive the sewer charge in the amount of \$49.71 for the replacement of a pool liner.

Sewer Discount
Replaced Liner
5051 Marywood

Morreale MOVED to waive the sewer fee for Mark Giannini in the amount of \$49.71. Seconded by Myers and carried 5-0.

Morreale presented a request from Lisa Rivera – 896 Elliott Drive to waive the sewer charge in the amount of \$53.83 for the installation of a new pool.

September 22, 2025

Sewer Discount
New Pool
896 Elliott

Morreale MOVED to waive the sewer fee for Lisa Rivera in the amount of \$53.83. Seconded by Myers and carried 5-0.

Morreale read a letter submitted by Masters from the Building Department.

Per the grass cutting law, I have had 18 parcels in the Town cut. The total fee for the cuttings is \$6,978.75. There is also a \$100 administration fee per cutting, with a total of \$3,300. Totaling \$10,278.75 for grass cuttings for 2025.

Grass Cutting
Re-Levy

Morreale MOVED to approve the amount of \$10,278.75 to the 2026 Town and County Tax Bills. Seconded by Waechter and carried 5-0.

COUNCILMAN MYERS

The Sanborn Historical Society will be having a ham dinner on October 18th. Their regular meeting will be October 28th. The Historical Society is looking to put together a Sanborn Information Committee. The Sanborn Treasurer is not able to handle all of the flower beds and they are looking for volunteers to help out.

COUNCILWOMAN WAECHTER

The Recreation Department is requesting to hire Charles Dieteman, Victoria DiCarlo and Olivia Virtuoso as Recreational Leaders at \$16/hr. and Arianna Ceretto as a Recreational Aide at \$16/hr. for the Fall/Winter season with hours starting on October 1, 2025.

Seasonal
Rec. Hires

Waechter MOVED to hire Charles Dieteman, Victoria DiCarlo and Olivia Virtuoso as Recreational Leaders at \$16/hr. and Arianna Ceretto as a Recreational Aide at \$16/hr. for the Fall/Winter season with hours starting on October 1, 2025. Seconded by Myers and carried 5-0.

Waechter said the bid packet for the Senior Center bathrooms and kitchen renovations has been completed. There will be a walk-through for contractors on October 2nd to look at the project so if questions come up, they can be answered. The bid opening will be October 15th.

Broderick thanked Waechter for all her efforts into this project.

RESIDENT STATEMENTS - none

Morreale MOVED to adjourn. Seconded by Waechter and Carried 5-0. 6:37 P.M.

Transcribed and
Respectfully submitted by:

Tamara Burns
Deputy Town Clerk

OCTOBER 2025

10/16/2025

I MOVE TO APPROVE THE REGULAR ABSTRACT OF CLAIMS

25-02545 thru 25-02746

AND RECOMMEND TOTAL PAYMENT IN THE AMOUNT OF **\$718,248.49**

AND A POST AUDIT PAYMENT IN THE AMOUNT OF \$25,040.55

Town of Lewiston Certification for the October 15, 2025 Special Election

Statement of certification attesting that the election results are a true and accurate accounting of all votes cast in the special election:

THE TOWN BOARD OF THE TOWN OF LEWISTON, COUNTY OF NIAGARA, IN A RESOLUTION ADOPTED SEPTEMBER 8, 2025, APPROVED;

1) THE AMENDMENT OF THE "TOWN OF LEWISTON DEFINED CONTRIBUTION SERVICE AWARD PROGRAM", DEFINED CONTRIBUTION PLAN, ADMINISTERED BY AND ESTABLISHED FOR THE ACTIVE VOLUNTEER FIREFIGHTER MEMBERS OF THE LEWISTON FIRE COMPANY #2, INC. the UPPER MOUNTAIN FIRE CO. OF LEWISTON NY, INC., and the SANBORN FIRE COMPANY, INC., TO INCREASE THE ANNUAL SERVICE AWARD CONTRIBUTION PER ELIGIBLE FIREFIGHTER FROM \$700 TO \$1000 EFFECTIVE DECEMBER 31, 2025.; BASED ON HISTORICAL FIREFIGHTER PARTICIPATION, THE ANNUAL COST OF THE CURRENT PROGERAM IS \$49,700.00, WHICH IS \$700 PER ELIGIBLE FIREFIGHTER. THE ANNUAL COST OF THE AMENDED PROGRAM COULD INCREASE SAID COST TO \$71,000, OR \$1,000 PER ELIGIBLE FIREFIGHTER, IF ALL CURRENT ELIGIBLE VOLUNTEERS EARN A YEAR OF SERVICE CREDIT UNDER THE POINT SYSTEM DURING 2025 AND ANY YEAR THEREAFTER. THE ANNUAL COST OF ADMINISTRATION OF THE PROGRAM WOULD NOT CHANGE AS A RESULT OF THE ADOPTION OF THESE AMENDMENTS.

SHALL THE STATED RESOLUTION OF THE TOWN BOARD OF THE TOWN OF LEWISTON BE APPROVED?

Dated: October 15, 2025

Town Clerk

Version History

10.15.2025

- Original version

Town of Lewiston Resolution Increasing Amount of Service Awards - Lew. No. 2, UM and Sanborn

Town of Lewiston Fire Protection District:

Counties: Niagara

Vote: SHALL THE STATED RESOLUTION OF THE TOWN BOARD OF THE TOWN OF LEWISTON BE APPROVED? **YES or NO**

VOTES: YES	VOTES: NO



TOWN OF LEWISTON
1375 Ridge Road Lewiston
New York 14092
(716)754-8213
www.townoflewiston.us

October 15, 2025

RE: Wood Grinding Services - Sealed Bids

4 sealed bids opened on October 1, 2025.

Villani's Lawn & Landscape is the lowest bidder.

1. Villani's Lawn & Landscape	\$14,483.00	\$4.24/yard
2. ETS Clearing and Grading	\$18,750.00	\$4.22/yard
3. Lardon Const Corp	\$31,955.20	\$6.09/yard
4. Zoladz Construction Co., Inc.	\$36,595.00	\$5.52/yard



PUBLIC NOTICE

To All Residents and Occupants of the Town of Lewiston

The Town of Lewiston Water Pollution Control department will be conducting smoke testing of the sanitary sewer system in next couple of days. Testing will be performed in and around the Morgan Drive Area including Vrooman Drive and Side Streets. This study will involve the opening and entering of manholes in the streets and public utility easements.

The purpose of this testing will be to locate breaks and defects in the sewer system. These defects can be sources of storm and other surface water that enter the sewer system. Closing these sources of inflow can help reduce the amount of water treated by the Water Pollution Control Center and control treatment costs.

A non-toxic smoke will be used in these tests. The smoke is manufactured for this purpose, leaves no residuals or stains, and has no effect on plant or animal life. The smoke has a distinctive, but not unpleasant, odor. Visibility and odor lasts only a few minutes when there is adequate ventilation.

Because the plumbing appliances in your house or building are connected to the sanitary sewer system, some smoke may enter your home or place of business if:

- Vents connected to your building's sewer pipes are inadequate, defective, or improperly installed.
- Traps under sinks, tubs, basins, showers and other drains are dry, defective, improperly installed, or missing.
- Pipes, connections and seals of the wastewater drain system in and under your buildings are damaged, defective, have plugs missing, or are improperly installed.

All residents are advised that if traces of this smoke or its odor enter your house or building, it is an indication that gases and odors from the sewer also may enter. These gases can be unpleasant and pose a health risk to the occupants. Should smoke enter your home or business, please contact a member of the smoke testing crew working in your area to identify where the leak originated and suggest a repair.

The information gained from this testing will be used to improve your sewer services and may reduce sewer use costs to residents.

Should you have any questions on this matter, please contact **Jeff Ritter at (716) 754-8291**.



During testing, any smoke that you may see coming from the vent stacks on houses or holes in the ground during testing is WHITE, NON-TOXIC, HAS LITTLE ODOR, CREATES NO FIRE HAZARDS, & WILL DISSIPATE RAPIDLY.

**IF YOU SEE ANY SMOKE INSIDE YOUR HOME,
PLEASE NOTIFY THE FIELD CREW IMMEDIATELY.**

**This non-invasive test does not typically require private property access
and will take place on weekdays from 7am - 5 pm.**

FREQUENTLY ASKED QUESTIONS:

How will it be conducted? During this test, non-toxic, artificially created smoke (like a fog machine at a concert) is blown into access points (manholes) in the pipe. This smoke will escape through defects in the pipe, such as holes or cracks, or through illicit connections such as roof leaders, and be visible above ground. Smoke coming from plumbing vents and manhole rims is normal during this test. Any defects will be noted and may also be photographed.

Do I need to be at home during smoke testing? No.

What do I need to do to prepare for smoke testing? Please make sure that all drain traps under sinks, toilets, washing facilities and floor drains have water in them. To fill them, simply run each faucet for 30 to 60 seconds, flush toilets.

What should I do if I have pets and will not be home during smoke testing? The smoke is not harmful to pets. It would be a good idea to leave several windows partially open for ventilation, should any smoke enter your home. If you have proper plumbing connections and all of the drain traps have water in them, there should be no smoke entering your home.

Is the smoke harmful to humans or furnishings? No, it is not harmful to your health, clothing or furniture.

What should I do if smoke gets into my home and how long will it take to clear? If smoke enters your home during testing, please notify the field crew performing the test outside. Open windows or doors to allow ventilation and note the location of the smoke. If the smoke can enter through faulty plumbing, the potential exists for dangerous sewer gases to enter your home. Smoke inside your home can help identify bad plumbing connections or a cracked seal around a toilet. Smoke alarms may sound. The smoke will clear quickly.

Is there a website that I can visit for more information? Please Visit

<https://superiorsignal.com/smoke-resources/relevant-articles/225-smoke-testing-what-homeowners-need-to-know> for more information.

ALFONSO MARRA BAX, ESQ.

LEWISTON LAW CENTER

444 Center Street – Unit 5, Post Office Box 24, Lewiston, New York 14092

Tel: (716) 754-4497 Fax: (716) 754-4222

email: ambax@lewistonlawcenter.com

October 9, 2025

Attention: Town Board
Town of Lewiston Town Hall
1375 Ridge Road
Lewiston, New York 14174

Re: Resignation and Application for Town Attorney position

Dear Mr. Supervisor and Hon. Town Board,

As you may be aware, I have decided to retire from my current employment with Niagara County as an Assistant Public Defender, effective October 31, 2025. My last day of work for Niagara County will be October 30, 2025 and I have been advised that I am unable to work on the day of my retirement. In order for my retirement to be effective, I am required by NYSLRS to temporarily resign from any other position which contributes to my NYSLRS retirement benefits. My employment with the Town of Lewiston is one of these positions impacted by this requirement.

Please allow this letter to confirm my temporary resignation from the position of Town Attorney effective the end of business hours on October 30, 2025. Kindly reflect the above in the Town's human resources records.

It is my understanding that Mr. Seaman has also recently submitted his letter of resignation from his current position as Attorney for the Town and that his last day of employment is October 31, 2025. If it pleases the Board, it is my sincere desire to be re-appointed as Town Attorney, with an effective starting date of November 1, 2025, taking on my original responsibilities together with those previously covered by Mr. Seaman's office and the FOIL Attorney, Ned Perlman, Esq. It is also my understanding that a new compensation plan is also contemplated for this combined position.

Please note that, if re-appointed, I should be classified as a 1099 independent contractor and not an employee of the Town of Lewiston. As an independent contractor, it would not be necessary for the Town to provide me with any retirement benefits or medical insurance.

I thank all of you for providing me with the opportunity to represent the Town of Lewiston and I look forward to continuing my efforts on the Town's behalf in the future.

Very truly yours,



Alfonso Marra Bax

cc. *Town Board*
Human Resources Office

DRAFT

A RESOLUTION IN SUPPORT OF CONGRESSMAN NICK LANGWORTHY'S ENERGY CHOICE ACT (H.R. 3699, S. 1945) AND IN OPPOSITION TO GOVERNMENT-MANDATED NATURAL GAS BANS

WHEREAS, affordable and reliable energy is essential to the health, safety, and economic prosperity of New York families, businesses, and communities; and

WHEREAS, natural gas remains a dependable, cost-effective, and clean-burning energy source used by millions of New Yorkers to heat their homes, cook their food, and power their businesses; and

WHEREAS, in 2019, New York State enacted the Climate Leadership and Community Protection Act (CLCPA), which mandates aggressive emissions reductions and serves as the foundation for sweeping energy restrictions, including efforts to phase out natural gas; and

WHEREAS, building on the CLCPA, Governor Kathy Hochul and the New York State Legislature in 2023 enacted provisions in the state budget banning natural gas and other fossil fuel hookups in most new residential and commercial buildings, effective 2026 for smaller buildings, and 2029 for larger buildings, thereby eliminating consumer choice and limiting access to affordable energy; and

WHEREAS, Governor Hochul has publicly supported these bans and related measures as part of her administration's climate and energy agenda, despite widespread concerns that such mandates will increase costs, strain grid reliability, and restrict energy diversity; and

WHEREAS, these top-down policies undermine affordability, threaten reliability during peak demand, and strip away the freedom of consumers and businesses to choose the energy sources that best meet their needs; and

WHEREAS, Congressman Nick Langworthy of New York and Senator Jim Justice of West Virginia introduced the Energy Choice Act (H.R. 3699, S. 1945), federal legislation that ensures state and local governments cannot restrict consumer access to natural gas and other affordable energy sources, thereby protecting freedom of choice for New Yorkers and all Americans; and

WHEREAS, the Energy Choice Act would safeguard households, small businesses, hospitals, farmers, and manufacturers from harmful government overreach and preserve access to an "all-of-the-above" energy strategy that strengthens reliability and affordability;

NOW, THEREFORE, BE IT RESOLVED, that the [NAME OF COUNTY LEGISLATURE/BOARD] strongly supports the Energy Choice Act as introduced by Congressman Langworthy (H.R. 3699) and Senator Justice (S. 1945) and stands firmly opposed to New York State's natural gas bans, the CLCPA-driven restrictions, and other state energy mandates that eliminate consumer choice; and

BE IT FURTHER RESOLVED, that the [NAME OF COUNTY LEGISLATURE/BOARD] urges Congress to pass the Energy Choice Act to defend consumer choice, protect energy affordability, and preserve reliable access to natural gas for New Yorkers; and

BE IT FURTHER RESOLVED, that copies of this resolution be sent to Congressman Nick Langworthy, Senator Jim Justice, the New York Congressional delegation, Senators Chuck Schumer and Kirsten Gillibrand, Governor Kathy Hochul, and leadership of the New York State Legislature.

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT, made the 1st day of January, 2025, by and between the **Village of Lewiston**, a municipal corporation organized under the laws of the state of New York, situated in the County of Niagara (hereinafter referred to as the "Village"), and the **Town of Lewiston**, a municipal corporation, situated in the County of Niagara, State of New York (hereinafter referred to as the "Town"), and consented to by the **Lewiston Fire Company No. 1**, a not for profit corporation organized under the laws of the State of New York (hereinafter referred to as the "Fire Company").

WITNESSETH:

WHEREAS, there has been duly established in the Town of Lewiston, County of Niagara and State of New York, a fire protection district consisting of the entire geographic bounds of the Town of Lewiston, outside of the Village of Lewiston; and

WHEREAS, the Town provides fire protection services to its fire protection district through contracts with multiple fire companies; and

WHEREAS, the Village maintains adequate and suitable apparatus, equipment and training for the furnishing of fire protection services to the Town, utilizing the services of the Fire Company; and

WHEREAS, such fire protection services are vital and necessary to the health and welfare of the inhabitants of Town's fire protection district; and

WHEREAS, New York State Town Law §184 permits the Town to contract with the Village maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection and rescue services; and

WHEREAS, a public hearing has been duly held in accordance with the New York State Town Law Section §184; and

WHEREAS, the members of the fire department are required to consent to this Agreement and have provided such consent;

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

1. PROVISION OF FIRE PROTECTION SERVICES

The Village will provide the Town with fire protection services capable of responding to fire related emergencies on an on-going basis within the Town's Fire Protection District. The Fire Company shall not be responsible for performing inspections of buildings and properties in the fire protection district but does reserve the right to perform walkthroughs and visual inspections to properly pre-plan and prepare for situations and emergencies. Fire protection shall include responding to any fire or rescue operations occurring within the fire protection district, and when notified by alarm or telephone call, the Fire Company shall respond and attend to the fire or rescue effort without delay, with all available apparatus necessary under the circumstances.

2. TERM

The term of this Agreement shall commence on January 1, 2025 and shall continue for a period of three (3) years unless sooner terminated as herein provided.

3. COMPENSATION AND VFBL

- (a) Town shall pay to Village the following definite sums for all of the services rendered hereunder (\$7,000 attributable to insurance, \$4,000 attributable to recruitment and retention and \$2,500.00 attributable to the mandated New York State Cancer Coverage Insurance are included as such definite sums):

2025 - \$370,882.00

2026 - \$381,603.00

2027 - \$392,646.00

The Village agrees and directs that such sums shall be deposited in the accounts of the Fire Company. The Town will make the above payments as soon as funds become available and no later than February 15th of each year upon submission of a voucher.

- (b) The Village shall provide for coverage of the Fire Company firefighters pursuant to the Volunteer Firefighters Benefit Law insofar as it is required by law.
- (c) The Village shall provide for necessary full NFPA compliance physical examinations and Hepatitis B prevention injections.

4. RESPONSIBILITY FOR ACTS AND OMISSIONS

The Village shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its agents, servants, and employees from and against all claims, damages, liabilities, losses and expenses, including attorney fees and costs, arising out of, or in any connected with the performance, lack of performance, or misconduct of the Fire Company and/or its officers and members.

Such defense, indemnification and hold harmless shall include but not limited to, any and all claims for monetary loss, property damage, personal injury, wrongful death, equitable relief, conscious pain and suffering, civil rights violations, whether brought by an individual or entity, or imposed by a Court of law, administrative agency, or any action by or before any Federal, State, or Local government body or agency.

5. INSURANCE

The Village shall maintain liability insurance sufficient to insure itself against claims for torts resulting in personal injuries in an amount of no less than One Million (\$1,000,000.00) Dollars. The Village shall maintain automobile insurance for injuries arising out of the operation of emergency vehicles in an amount of no less than One Million (\$1,000,000.00) Dollars. The Village shall name the Town as an additional insured in the Village's insurance policy. The Village shall ensure that the Town receives notice of any terminations or suspensions of such insurance or change of insurance carriers. Should the Fire Company maintain liability insurance other than or separate from the Village's policies, then it shall also name the Town as an additional insured on such policies. The Village agrees to defend, indemnify and hold the Town harmless for any acts of the Village or its fire department or the incorporated fire company arising out of this agreement or supplemental thereto.

Lewiston Fire Company shall purchase and maintain such property and crime insurance as it deems prudent to protect its interest. In addition, the following insurance shall be maintained:

a) Commercial General Liability Insurance	
Each Occurrence:	\$1,000,000.
Personal Injury/Advertising Liability:	\$1,000,000.
Fire Damage Liability:	\$ 100,000.
Medical Payments:	\$ 5,000.
General Aggregate:	\$2,000,000.
Products/Completed Operations Aggregate:	\$2,000,000.

Additional Insured: Coverage in Commercial General Liability shall be written or endorsed so as to apply to the following as additional insured on a primary and non-contributory basis:

"The Village of Lewiston and its employees, authorized volunteers and board members, and the Town of Lewiston and its employees, authorized volunteers and board members."

The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability. Certificates of Insurance must show the form numbers that are used to achieve Additional Insured coverage. A copy of the actual policy language and/or endorsement that effects this coverage in the policy must be provided to the Village with the Certificate of Insurance.

- b) **Hired & Non-Owned Auto Liability**
Any One Accident or Loss: \$1,000,000.
- c) **Ambulance Attendants Errors and Omissions (if applicable:**
Any One Claim: \$1,000,000.
Aggregate: \$2,000,000.
- d) **Volunteer Fire Company Errors and Omissions Liability**
Any One Claim: \$1,000,000.
Aggregate: \$2,000,000.
Additional Insured: The Village of Lewiston, its agents and employees.
Insurance to be provided on a primary and non-contributory basis.
- e) **Umbrella:**
Each Occurrence: \$1,000,000.
Aggregate: \$2,000,000.
Schedule of underlying coverage to include items A, B, and C.

A Certificate of Insurance providing evidence of the insurance noted above, shall be given to the Village of Lewiston.

8. Lewiston Fire Company shall also indemnify and hold harmless the Village of Lewiston, its agents and employees from all claims, suits, loss, damages, injuries, liability, cost and expenses arising from the services provided for in this contract and from activities of the Fire Company, its officers, employees and volunteers.

6. SERVICE AWARDS PROGRAM

The Town agrees to contribute to the Service Awards Program adopted by the Village for the benefit of the members of the Fire Company pursuant to Article 11-A of the General Municipal Law as follows:

- i. For so long as the Service Awards Program is in effect for the benefit of the Fire Company as adopted by the Village, the Town agrees to pay to the Village, each year, a sum equal to \$300.00 multiplied by the number of vested firefighters of the Fire Company.
- ii. Said amount will be paid by the Town to the Village on or before June 1st of each year for each year that the Village is required to make a payment to fund

such Service Awards Program.

- iii. The Village will submit to the Town verification of the amounts required to be paid, when it receives such information from the fiduciary of the plan.

7. MEETINGS

The Town Supervisor, Village Mayor, and the Fire Chief and President, along with the Fire Chiefs and Presidents of other fire companies providing services to the Town will endeavor to meet at least annually to discuss matters of importance to the parties.

8. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered by hand or mailed to the parties at the following address:

Town of Lewiston
1375 Ridge Road, P.O. Box 330
Lewiston, New York 14092

Village of Lewiston
145 N. 4th Street, P.O. Box 325
Lewiston, New York 14092

Lewiston Fire Co. #1
145 N. 6th Street, P.O. Box 748
Lewiston, New York 14092

9. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

10. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default,

nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

11. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

12. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns. The public shall not be deemed a third party beneficiary of this Agreement.

14. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Niagara in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

16. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, each party is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of the other party. Any such assignment or disposition without such consent shall be void and unenforceable.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

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

TOWN OF LEWISTON

VILLAGE OF LEWISTON

By: _____
Steve Broderick, Supervisor

By: _____
Anne Welch, Mayor

Date: _____

Date: _____

CONSENT:

Lewiston Fire Company No. 1 hereby consents to the above agreement and agrees to provide fire protection as required by this Agreement.

Lewiston Fire Company No.1

By: _____
Tracy Grant, President

Date: _____



October 14, 2025

Page 1 of 1

Dear Supervisor and Board Members,

At the 10/16/2025 Board meeting I will be asking your approval to process the following **2025** budget revisions:

1. This revision is requesting to move \$89.00 to the Highway Garage Equipment budget (A00-5132-0200-0000) from the Contingency budget (A00-1990-0400-0000) to cover purchase of a webcam for the Highway Superintendents' desk computer.
2. This revision is requesting to move \$20,000.00 to the Sanitary Sewer Contractual budget (SS2-8120-0400-0000) from the Sanitary Sewer Equipment budget (SS2-8120-0200-0000) to cover contractual purchases through the rest of the year.

Thank you,

Jacquie Agnello
Director of Finance

Scanned to Kitter 4/30/25 4:15
Swimco

6701 S. TRANSIT RD. LOCKPORT, N.Y. 14094
(716) 625-9269

808 4278

**SWIMMING
POOL CONTRACT**

BRETT & AMY COPPINS

NEW POOL

Name of Buyer(s) Date
4649 VROOMAN DR
Address Telephone
City Zip County State

Buyer purchases the below described Swimming Pool from Seller upon the following terms:

Total Amount of Contract \$
Cash Deposit Upon Signing of This Agreement \$
Balance to be Paid as Follows: \$
Cash Payment Upon \$
Cash Payment Upon \$
Cash Payment Upon \$
Cash Balance Due on Completion \$ 86,958
2,000
89,958

1st
2nd
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12th

3 1/2 x 6'

[only, and will not instal]

Seller will supply [and install under normal ground conditions] one 14x30 in pool
Pool to include: Walls, Vinyl Liner Filter, Skimmer, Vacuum and Ladder

Seller does not furnish and will not provide electrical wiring or grounding. Ground area adjacent to pool will be restored to machine grade only. Additional charge only for Jack Hammering, high water table or extra fill. Buyer shall furnish building permit, and water supply, and is responsible for drainage adjacent to the pool.

18,000 GALLONS = 2407 CF

BUYER AGREES TO ADDITIONAL TERMS ON THE REVERSE SIDE OF THIS CONTRACT

Seller Buyer
By Buyer

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.