

A G E N D A

Please turn off all cell phones, pagers and electronic devices.
Assistive Listening Devices available for hearing impaired.

Agenda Approval

Abstract – Ceretto

Department Head Concerns:

Finance: Blazick

a) Copy Machine status

Pletcher Road Park Sewer Charges – Dashineau

Ice Rink Update (Rotella) – Dashineau

Green Space Update – Dashineau

Sewer Exemption Fees (O’Grady) – Broderick

Sewer Exemption Fees (Cirrito) – Broderick

Sanborn F. C. Roster Additions (4) – Broderick

Upper Mountain F.C. Roster Addition (1) – Broderick

2016 Justice Court Assistance Program Grant Application – Broderick

Historic Preservation Committee – Appointment – Morreale

Riverwalk Phase 4A – P.I.Ps (Pavement/Curbs, Water, Sanitary Sewer, Storm Sewer)

Garlow Road/S.S. Road Intersection Update – Geiben

Part-time Hire Police Department – Bax

Snow and Ice Agreement – Broderick

Statements by Residents

UPCOMING MEETINGS:

Zoning Board of Appeals, September 8 @ 7 PM
Historic Preservation Commission, September 13 @ 6 PM
Environmental Commission, September 13 @ 7:00 PM
Planning Board, September 15 @ 6:30 PM
PH (Moratorium) / RTBM, September 26 @ 6:00 PM

Contract #	Municipality	Ext. season	Region #
D014730	Town of Lewiston/Niagara	2017/18	5

AGREEMENT TO EXTEND CONVENTIONAL MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the Town of Lewiston of Niagara (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D014730 entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of Town of Lewiston dated May 16, 2006; and

WHEREAS, the term of the said Agreement is for a period of three years commencing 2005 and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2017; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, 2018, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2017, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$ _____ for _____ lane miles for the 2015/16 season and for the remainder of the term of the Agreement commencing July 1, 2015, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

over :

RESOLUTION: Support of the Justice Court Assistance Program 2016 Grant Application for the Town of Lewiston Justice Department.

WHEREAS the State of New York Unified Court System is soliciting applications from local governments under the Justice Court Assistance Program to assist local Justice Departments with needed equipment, construction/renovations, automation, furniture, supplies and training.

WHEREAS the funding available under the State of New York Unified Court System would facilitate local efforts in upgrading the Town's Justice Departments.

RESOLVED that the Supervisor of the Town of Lewiston is hereby authorized and directed to file an application with the Justice Court Assistance Program not to exceed \$30,000 in grant funding.

DATED: September 12, 2016

List of Town Board Members:

1. Steve Broderick, Supervisor	Aye _____	Nay _____
2. Alfonso M. Bax, Board Member	Aye _____	Nay _____
3. Beth Ceretto, Board Member	Aye _____	Nay _____
4. William E. Geiben, Board Member	Aye _____	Nay _____
5. Rob Morreale, Board Member	Aye _____	Nay _____

Certified to be a true copy of the approved resolution and a record on file in the Town Clerk's office for the Town of Lewiston.

Donna R. Garfinkel, Town Clerk
Town of Lewiston

Seal of Municipality