

SUPERVISOR
716-778-8531

TOWN CLERK
716-778-8822
FAX 716-638-4183

ASSESSOR
716-778-8827

TAX COLLECTOR
716-778-6052

BUILDING INSPECTOR
716-778-5947

WATER/SEWER
716-778-8132



TOWN OF NEWFANE

2737 Main Street
Newfane, New York 14108
FAX 716-638-4261

JUSTICE COURT
2896 Transit Road
Newfane, New York
14108

716-778-9292

HIGHWAY
716-778-8844

WATER/SEWER
MAINTENANCE
716-778-8587

6176 McKee Street
Newfane, New York
14108

TDD 1-800-662-1220

WORK SESSION

May 15, 2025

7pm

- 1.) Approve Minutes of Work Session meeting of February 13, 2025
- 2.) Approve RESO #13-2025 TOWN SPONSORING 2025 JAZZ TRAIL
- 3.) Approve Updated 2025 Lakeview Village Lease Agreement
- 4.) Review of Town of Newfane Marina Policy
- 5.) Supervisors request to hire Part-time Summer Recreation Directors
- 6.) Review updated Draft Town Procurement Policy
- 7.) Review Town Clerk Monthly Report
- 8.) Review Town of Newfane Marina Watercraft Lease
- 9.) Review Town of Newfane Marina Boat Dock Lease
- 10.) Approve the Supervisor to enter into a Feasibility Evaluation with Veregy
- 11.) Review of Town / Marina Employee Pre-Operation Checklist
- 12.) Review Newfane Dog Park Lease
- 13.) Authorize Supervisor to open a new M&T Account specially designated for the Summer Recreation Program
- 14.) Review Marina Sales for 2024
- 15.) Supervisor's request to hire Part-Time Summer help for LVS
- 16.) New Business
 - Town Code Review

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TOWN OF NEWFANE TOWN BOARD WORK SESSION FEBRUARY 13, 2025 Meeting

Town Board Members Present:

John Syracuse, Councilwoman Sue Neidlinger, Councilman Pete Robinson

Excused Members were:

Councilman Robert Horanburg, Councilman Rick Coleman

Others present:

Jim Sansone - Town Attorney, David Schmidt – Building Inspector/CEO, Larry Dormer, Michelle Phillips, Jessica Reinhardt and Max Russell

The meeting was called to order at 7pm.

Supervisor Syracuse asked for the Minutes from the January 9, 2025, Work Session to be approved.

- Councilwoman Sue Neidlinger made the motion to approve these minutes.
- Councilman Pete Robinson seconded.
 - The Supervisor made a couple of amendments from the Draft version, just for clarity.
- All were in favor of these amendments and Motion passed.

Supervisor Syracuse brought up the presented Local Law, calling for the 2025 Temporary Moratorium Law on Battery Energy Storage System Facilities. Last month a group of representatives from the Town, Nouryon Chemical, Wendel Engineers and others had a great catch-up meeting regarding Solar discussions. It was advised that the Town have a Local Law pertaining to this specific subject of Battery Energy Storage. The Supervisor read through the Local Law in entirety (see attached). A Public Hearing is required to present Local Laws.

- Pete Robinson made a Motion for a Public Hearing to be held Wednesday 2/26/25 at 6:45pm, just prior to our February monthly meeting.
- Sue Neidlinger seconded the motion.
- All were in favor and Motion passed.

Resolution #3-2025 AUTHORIZING THE PURCHASE OF A FISH CLEANING UNIT FOR USE AT THE OLCOTT MARINA, FROM QUALITY MACHINE & MANUFACTURING was presented.

- Sue Neidlinger made a Motion to accept Resolution #3-2025.
- Pete Robinson seconded.
 - The Supervisor stated that a RFP was done and only 1 bid was received. There will be cost mitigation due to a \$50,000 SAM Grant that we received working with now Assemblyman Paul Bologna.
 - The Fish Cleaning Station brings in a good number of people, resulting in Town revenue, which last year was approximately \$10,000.
- A Roll call vote was taken:
 - Councilwoman Sue Neidlinger - AYE
 - Councilman Pete Robinson - AYE
 - Supervisor Syracuse - AYE
- All were in favor and Motion passed.

Resolution #4-2025 AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH A CONTRACTOR WITH THE WINNING BID, PURSUANT TO A BID PROCESS FOR THE INSTALLATION OF A FISH GRINDER AT THE OLCOTT MARINA was presented.

- Sue Neidlinger made a Motion to accept Resolution #4-2025.
- Pete Robinson seconded.
- A Roll call vote was taken:
 - Councilwoman Sue Neidlinger - AYE
 - Councilman Pete Robinson - AYE
 - Supervisor Syracuse - AYE
- All were in favor and Motion passed.

Resolution #5-2025 AUTHORIZING THE SUPERVISOR TO PROCURE A CONTRACT TO REMOVE AN OUTDATED AND INOPERABLE FISH GRINDING MACHINE AND ANCILLARY MATERIALS AND EQUIPMENT THERETO FROM THE OLCOTT MARINA was presented.

- Sue Neidlinger made a Motion to accept Resolution #5-2025.
- Pete Robinson seconded.
- A Roll call vote was taken:
 - Councilwoman Sue Neidlinger - AYE
 - Councilman Pete Robinson - AYE
 - Supervisor Syracuse - AYE
- All were in favor and Motion passed.

Supervisor Syracuse asked for direction to enter into contract with Skylighters Fireworks for the annual July 3rd celebration for 2025, as we have worked with them for years and they do a wonderful job.

- Pete Robinson made a motion for the Supervisor to sign this agreement.
- Sue Neidlinger seconded.
- A Roll Call vote was taken:
 - Councilwoman Sue Neidlinger - AYE
 - Councilman Pete Robinson - AYE
 - Supervisor Syracuse - AYE
- All were in favor and Motion passed.

A Rain date is set for July 12, 2025, to coincide with the Pirates Festival.

The Supervisor asked for a motion to approve the Town Council's annual Audit of the Justice Courts for 2024.

- Pete Robinson made a motion to approve the Audit.
- Sue Neidlinger seconded.
 - Councilwoman Neidlinger noted thanks to the Court Clerks for the new streamlining way that the Courts are keeping their records made the audit very efficient.
- All approved and Motion passed.

The Supervisor asked for a motion to approve Jeffery Hill to fill an unexpired term, to the Board of Assessment Review (BAR), ending 9/30/2026 and Wally Hiller as an Alternate to the BAR, term ending 9/30/2030, as resignations have taken place.

- Pete Robinson made a motion to accept these gentlemen for appointment.
- Sue Neidlinger seconded.
 - The Supervisor stated there will be necessary training for all members on the BAR.
- All were in favor and the Motion passed.

The Town needs to set a Grievance Day for individuals to challenge their Assessments The date scheduled is Thursday, May 29, 2025 in the Town Board Room from 4 - 8pm.

- Sue Neidlinger made the motion to set this date.
- Pete Robinson seconded.
- All were in favor and Motion passed.

Zachary Hanczarowski notified the Zoning Board of his resignation effective immediately and Geoffrey Harding has stepped up to fill this vacant seat, expiring 12/31/2028.

- Sue Neidlinger made a motion to appoint Geoffrey Harding to the Zoning Board empty seat.
- Pete Robinson seconded.
- All approved and Motion passed.

New Business:

The Supervisor passed out different forms from David Schmidt- Building Inspector/ CEO that he has worked:

- Existing Building Permit letter to homeowners regarding Permit expirations.
 - This letter is for permits that have not been closed, that have been open over a year. They will get sent out to the property owners that applied for the permit. This will help find out if the projects were done and whether proper inspections have been done, or if the project was never completed.
- A Zoning Board and Planning Board “Decision” form, with a stipulation and checklist, that can be filed with the specified properties in the Assessor’s office.
 - It was noted that a “Letter of Determination” is needed for every property discussed at meetings and this form will help also if any legalities arise. David explained that the checklist will be filled out right away at Zoning and Planning Board meetings by the respective Board.
- David has also established a “Procedures for Building Inspector / CEO” document for the Supervisor and Town Board.
- Town Attorney, Jim Sansone brought up some information regarding the former Bye's Popcorn Stand that is currently Grandfathered in for "Non- Conforming Use" as it is in a Rural Residential Zone, because it was established there before the ordinance was made. Because of the current situation of the property, there is a possibility of losing this “Grandfathering” if the business is not used for a year. The Zoning goes with land use if the property changes hands. The Niagara County Treasurer is now executor for Bye's Estate. It was asked of David Schmidt to reach out to the owners, to verify that 1 year hasn't gone by.

Public Comments:

Larry Dormer, Exchange St.: He had a question regarding the Local Law timing on the Temporary Moratorium of Battery Storage System Facilities. It was stated that this is a 6 month moratorium. The Solar Law has a Battery Storage Law already in act. This local law is needed to satisfy current standards.

Jim Sansone stated that the Niagara County Planning Board will receive our proposed Local Law for review at their February 24, 2025, Meeting. This will take place before our Public Hearing date of 2/26/2025.

Announcements:

The Supervisor informed all that these projects were progressing:

- Town of Newfane Dog Park – continues to be supported with incoming donations. A Meat Raffle is being held in April at the Rapids Fire Hall to help support Harper’s Dog Park. Information can be found on our Town website.
- The Town Recreation Program, as we work side by side with the School.
- Newfane School Play will be happening in March.
- Community Days plans for a 2-day weekend, August 23 & 24, 2025.
- Newfane Business Association has applied for a Beautification Grant.
- Sue is working with the NBA to list activities in the kiosk in front of Family Dollar.

Sue Neidlinger made a Motion for the Meeting adjourn.
Pete Robinson seconded.
All were in favor and the meeting adjourned at 7:45pm.

Respectfully submitted,

Mary L Zeller
Confidential Secretary

DRAFT

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RESOLUTION NO. 13-2025 OF THE TOWN BOARD, TOWN OF NEWFANE, NY

RESOLUTION SPONSORING JAZZ FESTIVAL CALLED "OLCOTT BEACH JAZZ TRAIL"

WHEREAS, Olcott Beach is a major tourist area in the Town Of Newfane, due to its location on Lake Ontario, and the many attractions it offers tourists, such as being a premier fishing location in New York State, being the location of the Olcott Beach Carousel Park, having the most beautiful park in Niagara County, a freshly sanded beach with lifeguards for swimming, numerous bed and breakfasts, many cottages and motels for tourists and fishermen, fine restaurants, the location of the Lakeside Village Shoppes, a unique and vibrant shopping center; and

WHEREAS, Olcott Beach has many events in the summertime to attract tourists and citizens of the community, in order to bolster the businesses of Olcott Beach and the Town of Newfane in general, and thereby improve the economy of the area; and

WHEREAS, the "Olcott Beach Jazz Trail" is a Jazz Festival to be held on August 31, 2025 in various locations in Olcott Beach, which will bring thousands of people to Olcott Beach, which will help the businesses and enhance the economy of same; and

WHEREAS, it is in the best interests of the Town of Newfane to sponsor this Jazz Festival;

NOW, THEREFORE, BE IT RESOLVED,

that the Town of Newfane does hereby sponsor the Jazz Festival called the "Olcott Beach Jazz Trail", to be held on August 31, 2025, at various locations at Olcott Beach; and

BE IT FURTHER RESOLVED,

that the Town of Newfane selects James J. Sansone, as an independent contractor to organize said Jazz Festival, to serve without compensation or fee, and does hereby authorize James J. Sansone to select a committee to assist him in this endeavor, and further authorizes him to take any and all actions necessary, on behalf of the Town, including the closing and blocking of streets and /or sidewalks, the placing of bands, food trucks, signs or any other items necessary for the proper operation of the festival onto the sidewalk, street, and road rights of way of the Town the obtaining and hiring of performers, and the obtaining of funding for said festival, towards the successful accomplishment of same.

Supervisor **John Syracuse**

AYE____ **NAY**____

Councilman **Richard Coleman**

AYE____ **NAY**____

Councilman **Robert Horanburg**

AYE____ **NAY**____

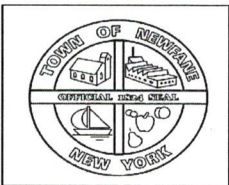
Councilwoman **Sue Neidlinger**

AYE____ **NAY**____

Councilman **Peter Robinson**

AYE____ **NAY**____

Dated: MAY 15, 2025



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

Page 1 of 11

THIS AGREEMENT, made this _____ day of _____, 2025, between the
TOWN OF NEWFANE, party of the first part, hereinafter referred to as "Town", and

whose principal place of business is located at _____

_____,
party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

PREMISES: That the Town hereby grants to the Lessee the right to use and occupy the following premises: 192 (single unit) or 384 (double unit) or 576 (Food Service unit) square feet of space located at 5955 Ontario Street, Olcott, County of Niagara, State of New York: Designated as Building Number(s) _____, subject to the balance of terms and conditions contained herein.

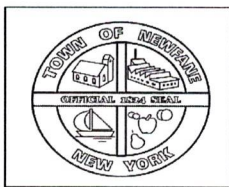
LAKEVIEW VILLAGE: The term "Lakeview Village" as is used throughout this Agreement shall be in reference to the building as described in Paragraph 1 ("Premises") and the area in which it is situate.

TERM: The term will:

- a) Commence on _____ and
- b) Terminate on
 - i. the last day of December of this calendar year (single year lease), or
 - ii. the last day of December of the calendar year _____ (multi-year lease)

TERM AND OPTION TO RENEW: See conditions/terms 17 - 19.

EARLY TERMINATION: See condition/terms 20 - 24.



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

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RENTAL RATES AND SERVICE FEES: Rental shall be as follows:

- Rental fee rates for the vending season can be paid in whole at the time of signing or can be paid in equal monthly installments due ahead of the first day of the month:

Retail Units, May – October (vending season);

- \$320 / month (single, 192 sq. feet @ \$1.67 sq. foot) or \$1920 for the vending season
- \$640 / month (double, 384 sq. feet @ \$1.67 sq. foot) or \$3840 for the vending season

Food Service Unit, May – October (vending season);

- \$1450 / month (triple + food preparation and fire prevention equipment, 576 sq. feet @ \$2.52 sq. foot) or \$8700 for the vending season and
- \$900 annual fee for annual fire prevention cleaning and inspection services
- If the Lessee terminates the lease early (before the end of the term), any rental fees, fines or penalties due throughout the term of the lease, will be payable in full on the last day of occupancy.

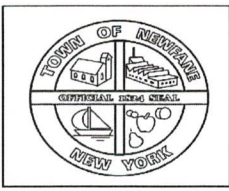
SECURITY DEPOSIT: All Lessees, shall deposit with the Town a sum equal to one month's rent which will be returned upon expiration of the lease and determination by the Town that no damage has been caused to premises by Lease.

- **The security deposit is due upon signing of this lease.**

Checks payable to Newfane Town Clerk, 2737 Main Street, Newfane, NY 14108. Rent payments are due in advance on the first day of each month noted above.

MINIMUM REQUIRED OPERATING HOURS: Premises **must remain open for business on all of the following dates and hours:**

- May (Sat. & Sun. 12:00 - 6:00),
- Memorial Day through Labor Day, Sunday through Thursday 12:00 - 6:00,
- Fri. and Sat. 12:00- 8:00,
- The day after Labor Day until the end of October Sat., Sun., 12:00 - 6:00



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

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PENALTIES AND FEES

FAILURE TO OPEN AND LATE OPENING PENALTIES: Lessee is required to be open all of the days and hours of the day noted above. Lessee shall pay \$50.00 for any day of the season they fail to open on a required day and \$25.00 for any required day of the season that they are open for less than the required operating hours. Failure to Open penalties will be added to the next rent due date. Four (4) or more Failure to Open or Late Opening penalties received in a season, is considered grounds for termination of this lease.

LATE RENT PAYMENT PENALTY: Monthly payments are due in advance on the first day of each month during the term of this Lease. Lessee shall pay \$50.00 (minimum per month) late payment penalty upon all rents due and not received in the Town Clerk's Office by the 7th day of each month during the term of this Lease. Any shop behind two or more months' rent could face lease termination.

RETURNED CHECK FEE: A \$35 fee will be levied for checks returned for any reason, and may subject Lessee to paying with cash or certified method in the future.

THE ABOVE LEASE IS GRANTED ON THE FOLLOWING CONDITIONS AND IN ACCORDANCE TO THE FOLLOWING TERMS:

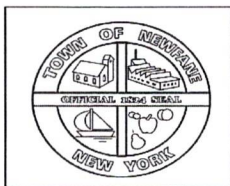
COVENANT TO PAY RENT

1. The Lessee shall pay the above specified rent prior to the first day of each month at the place hereinbefore mentioned.

USE

2. Lessee covenants and agrees to use the premises for business purposes only, as

follows: _____



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

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SIGNS, BUILDINGS, ALTERATIONS & CHANGES

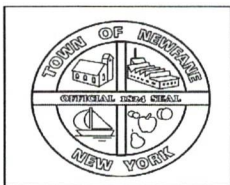
3. The Lessee shall not attach any sign on any part of the outside of the premises or the building or on any part of the inside of the premises that is visible to outside of the premises without the Town's prior approval. If Lessee fails to obtain the Town's approval, the Town may remove all un-approved signs without notice to the Lessee and at the Lessee's expense.
4. Sign installation and desired installed location shall be subject to Town's prior approval, not to be unreasonably withheld. All sign and installation, maintenance and post removal damage costs shall be at Lessee's sole expense.
5. The Lessee shall not use the premises for any other purpose than as above stated, nor erect or display any signs on the premises for any other purpose than as above stated, or by any persons or for any businesses that are not a signed party to this lease.
6. The Lessee shall not make any alterations, additions or improvements to or upon the premises without the prior consent of the Town, nor make or permit any defacement, injury or waste in, to, or about the premises.
7. All improvements, renovations, and redecorating made by Lessee with Town's consent, which are permanently installed shall be left on the premises by the Lessee at the expiration or earlier termination of this Lease, and shall become the property of the Town.

SUB-LETTING, ASSIGNMENT AND CO-TENANCY

8. This lease or any part thereof, shall not be assigned, mortgaged, or otherwise disposed of, nor shall the said premises or any part thereof be let or sublet. If more than one business operates within a unit (single or double) the proprietors will be considered co-tenants and the guarantor of each business must be a named party to this lease agreement.

EXAMINATION OF PREMISES

9. The Town will conduct a formal examination of the premises at the end of each vending season and at the end of occupancy, the Lessee must participate in the end of season and end of occupancy examinations.
10. The Town shall also, at all reasonable times have access to the aforesaid premises for the purposes of examining the same, making repairs required to be made by the Town, or for the purpose of showing the premises to prospective Lessees; and for a period of at least two months prior to the expiration of the Lease or any renewal thereof, shall have the right to post a sign on the front of demises premises offering the same "To Let" or "For Sale", which said sign the Lessee shall permit to remain. The Manager appointed by the Town shall have possession of keys to any door plus **padlocks** used on premises.



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

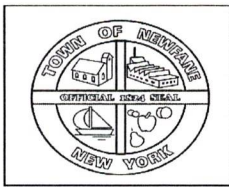
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LAW AND RULE COMPLIANCE

11. Lessee agrees to observe and comply with all laws, ordinances, rules and regulations of the Town of Newfane, Federal, State, County, Municipal authorities and regulations of the New York Board of Fire Underwriters applicable to the premises and to the business to be conducted by Lessee in the premises.
12. Lessees whose products include food must comply with all applicable County Health Department regulations.
13. **The Lessee's State DBA or DOS ID and Federal Tax ID Number shall be on file with the Town Clerk before the shop opens.**

UTILITIES, SERVICES AND MAINTENANCE

14. The Town shall provide:
 - gas, water (during the vending season) and sewer to the Food Service,
 - electricity to all units during the vending season,
 - electricity, water (during the vending season) and sewer to the public restrooms located on the boardwalk,
 - labor and materials to maintain operation of utility delivery services
 - mosquito, flying pest and spider barrier spraying services twice during the vending season to all shop structures and the boardwalk,
 - compensation for materials used to paint the exterior of the units every three (3) years,
 - labor and materials to trim, mulch and maintain street side landscaping,
 - labor and materials to empty shared space garbage receptacles and generally rid the area of litter,
 - labor and materials to stock, clean and maintain public restrooms,
 - refuse and recycling collection services
15. Any other utilities or services not mentioned will be the responsibility of the Lessee, including but not limited to:
 - advertising
 - labor to paint exterior surfaces
 - labor and materials to paint and maintain interior surfaces
 - labor and material to plant and maintain lake side flower boxes
 - additional pest prevention treatments and



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

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- general maintenance to preserve the general appearance of the boardwalk and exteriors, not provided for in this agreement, including but not limited to:
 - gutter cleaning
 - keeping unit entrance and exit pathways free of clutter, debris and trip hazards
 - cleaning windows and doors
 - cleaning exterior and interior light fixtures
 - completing exterior paintings projects once begun

16. The Town shall not be liable to the Lessee in damages or otherwise if any one or more of said utility services or obligations hereunder is interrupted or terminate because of necessary repairs, installations, construction, expansion or any other cause beyond the Town's reasonable control. No such interruptions or termination of utility services shall relieve the Lessee from any of its obligations under the Lease.

TERM AND OPTION TO RENEW

17. Lease Term:

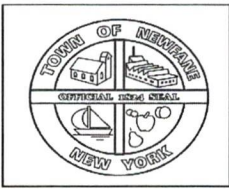
- Returning Lessees: between January 1st of the year signed and December 31 of the same calendar year.
- New Lessees: between the date signed and December 31 of the same calendar year.

18. Renewing the lease:

- Lessees will be issued an option at the Town's discretion, to renew single year or multi year lease agreements November 1 of the final year their lease agreement is active.
- The renewed term will be January 1st through December 31st of the following calendar year.
- Signed acceptance of the renewal lease agreement will be due by January 1st of the year noted in the lease agreement, to prevent a lapse in insurance coverage.

19. Declining to renew the lease:

- Automatic Declination to Renew: If renewal signed Lessee agreements are not returned to the Newfane Town Clerk by January 1st, the Lessee shall have 15 days to vacate the premises noted in the Lessee agreement.
- Early Declination to Renew: If the Lessee notifies the town that they do not intend to renew the lease for the upcoming year, an Early Termination Notice will be delivered by the town, stating the final date of occupancy as noted below.



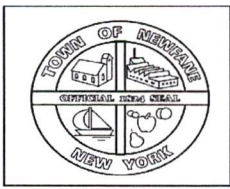
2025 LAKEVIEW VILLAGE LEASE AGREEMENT

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- If the Lessee notifies Town that they do not intend to renew their lease for the upcoming year, the premises must be vacated and cleaned within the fifteen (15) day period following the last day of the vending season, and keys to the unit must be returned to the Town of Newfane Clerk by the 15th day. If the premises are not vacated and keys returned within those 15 days, all unit contents and all security deposits will be will be considered forfeit pursuant to the Lease.

EARLY TERMINATION

20. Failure of the Lessee to comply with any of the terms of this Lease, or any other rule or regulation of the Town relating to the "Village" which are hereby incorporated into the Lease, (including but not limited to Rules and Regulations of Lakeview Village -Town of Newfane), or any County or State Rule or Regulation, shall constitute a forfeiture of rights of Lessee under this Lease. Further, failure to pay rent within seven (7) days of due date shall be a default, and at option of Town, work a termination of this Lease.
21. In the event the Town initiates any action against Lessee in conjunction with forfeiture or termination of Lessee's rights as set forth herein, and upon a find that such rights have in fact been forfeited or terminated, Lessee agrees to pay all of Town's costs incurred in such action, including but not limited to; Court costs, statutory costs, fees and reasonable attorney's fees.
22. On forfeiture or termination of Lessee's rights herein, the Town may re-enter premises and the terms shall absolutely end ten (10) days after written notice of said forfeiture or termination to Lessee by Town.
23. In the event that Lessee intends to cease operations or vacate the premises prior to the end of the current vending season, thirty (30) days' notice must be provided to the Town. Any failure to provide such notice will forfeit any and all security deposits which have been paid pursuant to the Lease (in addition to any rental fees, fines or penalties due throughout the term of the lease as noted on page 2).
24. Premises must be vacated and cleaned within the ten (10) day period following provision of notice, and keys to the unit must be returned to the Town of Newfane Clerk by the 10th day. If the premises are not vacated and keys returned within those 10 days, all unit contents and all security deposits will be will be considered forfeit pursuant to the Lease.



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

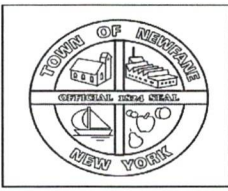
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DESTRUCTION OF AND DAMAGE TO PROPERTY

25. The Lessee is solely responsible for costs to repair any damage to items owned by the Lessee.
26. Should any damage occur to any portion of the premises or the premises' common areas, arising out of or in connection with any acts, omissions or negligence of Lessee or to any person claiming through or under Lessee, Lessee's Agents, Lessee's employees, Contractor, Subcontractors or any person claiming through or under Lessee, in, on or about the premises or the property's common areas, including without limitation, any acts, omissions or negligence in the making or the performing of any of Lessee's Work, then, in addition to and notwithstanding any other rights and remedies of Town under the lease, and with reasonable prior notice to Lessee (except in the case of emergency when no notice shall be required), Landlord may, at its sole discretion, either:
- (a) Cause the Lessee to repair such damage at Lessee's sole cost and expense or
 - (b) Repair such damage and charge Lessee for such repair as Additional Rent
27. In the event of the destruction of the premises, this Lease shall terminate, and the Lessee shall immediately surrender premises and all Lessee's interest therein to Town and shall pay rent only to the time of such surrender. No claim shall be made by the Lessee in any case for compensation or damages by reason of interruption of its business through any such destruction and damage to the premises or arising from the necessity of repairing any portion of the entire premises of which the Leased premises are a part.

LIABILITY AND INSURANCE

28. Insurance Requirements: **The Lessees shall place on file with the Town Clerk within three (3) days of occupancy certificates that meet the following liability and insurance requirements. Certificates can be mailed to Town Of Newfane, 2737 Main St., Newfane, NY 14108 Attn: Town Clerk, or emailed to newfaneolcott@gmail.com, subject line: LKV Insurance Certificate:**
- a. Lessee agrees to carry commercial general liability coverage with limits of insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Town of Newfane, 2737 Main St., NY, 14108 shall be included as additional insured on the commercial general liability policy.
 - b. Lessees who employ workers agree to carry all necessary workers' compensation and statutory disability coverage as required by the State of New York.
 - c. Lessee shall be responsible for property insurance for their own business and/or personal property on the premise. Town shall provide property insurance for the buildings and structures of the premises.



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

Page 9 of 11

WAIVER OF COVENANT OR CONDITION

29. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instance shall not be construed as a waiver or relinquishment for the failure of any such covenants, conditions, or option, but the same be and remain in full force and effect.

INDEMNIFICATION OF TOWN

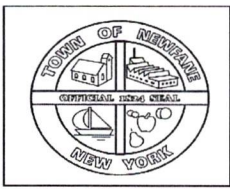
30. To the fullest extent of the law the Lessee shall indemnify and save harmless the Town and the agents, servants and employees of the Town against and from any kind or nature arising by reason of injury to person or property occurring in the premises or on the boardwalk occasioned in whole or in part by any act or omission on the part of the Lessee or any employee, servant, agent, assign or under tenant of the Lease or by use or occupancy of the premises or any breach, violation, or nonperformance of any covenant in this Lease on the part of the Lessee to be observed or performed.

QUIET ENJOYMENT

31. The Lessee, upon paying the base rent and additional rent and charges herein provided for and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the premises during the term of this Lease without hindrance or molestation by anyone claiming by, or through the Town, subject, however, to the exceptions, reservations and conditions of this lease.

MISCELLANEOUS

32. The covenants and agreements herein contained shall bind and inure to the benefit of the Town, its heirs, legal representatives, successors and assigns, except as otherwise provided herein.
33. Upon request from the Town, Lessee shall provide Town with a written list of names and titles of employees, owners, partners, or agents of the Lessee whom Lessee grants permission to allow on the leased premises.
34. By Lessee's signature below, Lessee grants to Town Lessee's personal guarantee for any and all payments which may become due and owing under this lease on behalf of the Lessee's business.

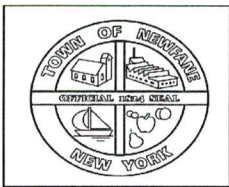


2025 LAKEVIEW VILLAGE LEASE AGREEMENT
Page 10 of 11

SALE OF PROPERTY

35. If the Premises is sold, the Lessee is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner does not have the right to terminate this Agreement.

Neither party has made any representations or promises except as herein contained, and no modifications of any provision hereof shall be valid unless in writing and signed by the parties hereto, except as set forth in Rules and Regulations, Lakeview Village Fair - Town of Newfane.



2025 LAKEVIEW VILLAGE LEASE AGREEMENT

Page 11 of 11

IN WITNESS WHEREOF, the parties have hereunto, set their hands and seals, the corporate parties by their property officers there unto duly authorized, as of the day and year first below written,

Unit Number(s):

State DBA or DOS ID#:

Federal TAX EIN:

Term (Commencement Date – End Date):

Town of Newfane:

Town Supervisor

Lessee Address:

Lessee:

Company Name

Lessee Phone Number:

Lessee Signature:

Owner/Operator

Keys Provided to Lessee?

Insurance Certificates comply with insurance requirements turned in?:

Security Deposit Paid: \$

Fire System Inspection and Cleaning Fee Paid: \$

SUPERVISOR
716-778-8531

TOWN CLERK
716-778-8822
FAX 716-638-4183

ASSESSOR
716-778-8827

TAX COLLECTOR
716-778-6052

BUILDING INSPECTOR
716-778-5947

WATER/SEWER
716-778-8132



TOWN OF NEWFANE

2737 Main Street
Newfane, New York 14108
FAX 716-638-4261

4
JUSTICE COURT
2896 Transit Road
Newfane, New York
14108
716-778-9292

HIGHWAY
716-778-8844

WATER/SEWER
MAINTENANCE
716-778-8587

6176 McKee Street
Newfane, New York
14108

TDD 1-800-662-1220

Town of Newfane Marina Policy 5/2025

1. Hiring and Compensation Approval:

All hires and their respective pay rates must receive approval from the Town Board of the Town of Newfane before any employment decisions are finalized.

2. Fee and Merchandise Sales Approval:

Fees related to transient dock use, seasonal dock rates, and merchandise sales - including but not limited to beverages, ice, and fish cleaning services - must be approved by the Town Board before implementation.

3. Cash Handling and Banking Procedures:

The Town Board will determine the amount of starting cash on hand in accordance with Town Law. In the event that timely bank deposits cannot be made, Marina employees must use the designated safe located on Marina premises or the Clerk's drop box at Town Hall, located at 2737 Main St, Newfane. Timely deposits are defined as at least two bank deposits or two drop-offs at the Clerk's drop box per week.

4. Financial Oversight and Operations:

The Facilities Manager is responsible for ensuring the timely completion of the monthly financial performance reports for the Marina. Additionally, the Facilities Manager must oversee the day-to-day operations to ensure smooth and efficient functioning in accordance with the procedures outlined above.

5. Duties of Seasonal Attendants:

Seasonal attendants shall perform the following responsibilities:

- Interact with marina customers in a courteous and professional manner.
- Accurately handle money transactions and operate a cash register with a high degree of precision.
- Perform routine maintenance tasks, including mowing lawns, removing debris, and maintaining the cleanliness of restrooms, office spaces, and other marina buildings.
- Understand and assist in the operation and maintenance of the fish cleaning station.

Complete other duties as reasonably assigned by management to ensure the effective operation of the Marina.

SUPERVISOR
716-778-8531

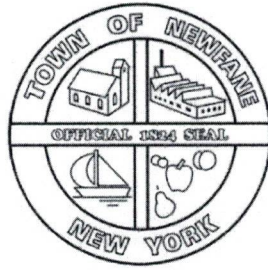
TOWN CLERK
716-778-8822
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TOWN OF NEWFANE

2737 Main Street
Newfane, New York 14108

FAX 716-638-4261

5.
JUSTICE COURT
2896 Transit Road
Newfane, New York
14108
716-778-9292

HIGHWAY
716-778-8844

WATER/SEWER
MAINTENANCE
716-778-8587

6176 McKee Street
Newfane, New York
14108

TDD 1-800-662-1220

To: Members of Newfane Town Council

From: Supervisor John Syracuse

Re: Hiring of Part Time Director and
Part Time Deputy Director; Summer Recreation 2025

Date: 5/15/2025

Please accept this as my request to hire Molly Sheldon as the Part Time Director of the Town of Newfane's Summer Recreation program for 2025 at the salary of \$15,000 and to hire Gabrielle Maybach as Part Time Deputy Director of the Town of Newfane's Summer Recreation program for 2025 at a salary of \$12,000.

6

SUPERVISOR
716-778-8531

TOWN CLERK
716-778-8822
FAX 716-638-4183

ASSESSOR
716-778-8827

TAX COLLECTOR
716-778-6052

BUILDING INSPECTOR
716-778-5947

WATER/SEWER
716-778-8132



TOWN OF NEWFANE

2737 Main Street
Newfane, New York 14108

FAX 716-638-4261

JUSTICE COURT
2896 Transit Road
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14108
716-778-9292

HIGHWAY
716-778-8844

WATER/SEWER
MAINTENANCE
716-778-8587

6176 McKee Street
Newfane, New York
14108

TDD 1-800-662-1220

TOWN OF NEWFANE RESOLUTION NO. _____ ADOPTING PROCUREMENT POLICY

WHEREAS, Section 104-b of the General Municipal Law (herein- after known as GML) requires every town to adopt internal policies and procedures governing all procurement of goods and services not required to be procured by competitive bidding; and

WHEREAS, this policy has been reviewed and comments solicited from those officers of the town involved with procurement;

NOW, THEREFORE, BE IT

RESOLVED that the Town of Newfane does hereby adopt the following procurement policies and procedures:

GUIDELINE 1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML, Section 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter known as Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall take in consideration requirements of other town departments and past history to determine the likely yearly value of the commodity to be acquired.

GUIDELINE 2. All purchases of (a) supplies or equipment which will exceed \$20,000 in the fiscal year of (b) public works contracts over \$35,000 shall be formally bid pursuant to GML, Section 103.

GUIDELINE 3. All estimate purchases of:

1. Less than \$20,000.00 but greater than \$15,000.00 that require a written request for a proposal known as (hereinafter RFP) and written/fax quotes from three (3) vendors.

2. Less than \$15,000.00 but greater than \$5,000 requires a verbal request for the goods and verbal/fax quotes from two (2) vendors.
3. Less than \$5,000.00 are left to the discretion of the Purchaser.

All estimated Public Works Contracts of:

1. Less than \$35,000 but greater than \$25,000.00 require a written RFP and written/fax proposals from three (3) contractors.
2. Less than \$25,000.00 but greater than \$5,000.00 require a verbal or written RFP or written/fax proposal from two (2) contractors.
3. Less than \$5,000.00 are left to the discretion of the Purchaser.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/verbal quotes are offered.

GUIDELINE 4. Purchase or Public Works Contracts in excess of \$5,000.00 shall be approved by the Town Board. *The Purchaser to accept a proposal in accordance with these guidelines prior to receipt of approval, but subject to approval.* If no separate action by the Town Board has been taken, the approval of vouchered billings by the Town Board shall constitute approval.

GUIDELINE 5. The lowest responsible proposal or quote shall be awarded to purchase or public works contracts unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low proposal. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

GUIDELINE 6. A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

GUIDELINE 7. Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a. Acquisition of professional services;
- b. Emergencies;
- c. Sole source situations;
- d. Goods purchased from agencies for the blind or severely handicapped;
- e. Goods purchased from correctional facilities;
- f. Goods purchased from another governmental agency;
- g. Goods purchased at auction;
- h. Goods purchased for less than \$1,000.00;
- i. Public works contracts for less than \$1,000.00.

GUIDELINE 8. This policy shall be reviewed annually by the Town Board at its Re-Organizational meeting or as soon thereafter as is reasonably practicable.

GUIDELINE 9. Except where exempted by Guideline 6, a Procurement Policy Form shall be completed by the Purchaser and placed in the file relating to the purchase. All additional information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contact.

GUIDELINE 10. It is the determination of this Board that for purchases less than \$5,000.00, the requirement of solicitation of alternative proposals and the paperwork necessary to document them are time consuming and counterproductive to the best interest of the town. The small number of individuals with purchasing authority and their overall knowledge of available products and services in their respective areas are given weight by this Board in arriving at this finding. Purchasers shall, nevertheless, utilize good business judgment in obtaining products and services at the best overall value to the Town of Newfane.

Supervisor John Syracuse

Councilman Richard Coleman

Councilwoman Susan Neidlinger

Councilman Robert Horanburg

Councilman Peter Robinson

DATED: Sometime, 2025

Donna Lakes

Town Clerk, CMRMC



TOWN OF NEWFANE

2737 Main Street
Newfane, New York 14108
716-778-8531

FAX 716-638-4261

PROCUREMENT POLICY FORM

PURCHASES ONLY

1. Describe item (s) or service (s) : _____

2. Will cost for current fiscal year be less than \$20,000 (Purchases)?
YES [] NO []

***If NO, competitive bidding required.**

3. Have other departments' needs been considered in determining the estimated total needs of current fiscal year?
YES [] NO []

4. Use for PURCHASES ONLY:

A. Less than \$20,000.00 but greater than \$15,000.00: List at least 3 Vendors and amount of Quotes:

| | <u>VENDOR NAME</u> | <u>QUANTITY</u> | <u>PRICE</u> |
|----|--------------------|-----------------|--------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |

***Written or Fax Quotes must be attached.**

B. Less than \$15,000.00 but greater than \$5,000.00: List at least 2 Vendors and amount of Quotes.

| | <u>VENDOR NAME</u> | <u>QUANTITY</u> | <u>PRICE</u> |
|----|--------------------|-----------------|--------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |

***Written or Fax Quotes must be attached.**

5. Was the lowest quote accepted? YES [] NO []

**If NO, provide a written explanation or reasons for accepting a higher quote –
MUST BE IN THE BEST INTEREST OF THE TOWN OF NEWFANE.**

SIGNATURE: _____

DATED: _____



TOWN OF NEWFANE

2737 Main Street
Newfane, New York 14108
716-778-8531

FAX 716-638-4261

PROCUREMENT POLICY FORM

PUBLIC WORKS CONTRACTS ONLY

1. Describe item (s) or service (s) : _____

2. Will cost for current fiscal year be less than \$35,000 (Public Works Contract)

YES [] NO []

***If NO, competitive bidding required.**

3. Have other departments' needs been considered in determining the estimated total needs of current fiscal year?

YES [] NO []

4. Use for PUBLIC WORKS CONTRACTS ONLY:

A. Less than \$35,000.00 but greater than \$25,000.00: List at least 3 Vendors and amounts of Quotes:

| | <u>CONTRACTOR NAME</u> | <u>PRICE</u> |
|----|------------------------|--------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |

***Written or Fax Quotes must be attached.**

B. Less than \$25,000.00 but greater than \$5,000.00: List at least 2 Vendors and amounts of Quote:

| | <u>CONTRACTOR NAME</u> | <u>PRICE</u> | <u>CHECK ONE:</u> | |
|----|------------------------|--------------|--------------------------------|-------------------------------|
| | | | <u>WRITTEN</u> <u>QUOTE</u> | <u>VERBAL</u> <u>QUOTE</u> |
| 1. | _____ | _____ | [] | [] |
| 2. | _____ | _____ | [] | [] |

***Written or Fax Quotes must be attached.**

5. Was the lowest quote accepted? YES [] NO []

***If NO, provide a written explanation or reasons for accepting a higher quote –
MUST BE IN THE BEST INTEREST OF THE TOWN OF NEWFANE.**

SIGNATURE: _____

DATED: _____

| Account# | Account Description | Fee Description | Qty | Local Share | |
|-----------------------------------------------------------|---------------------------------|-------------------------------------------|----------------------------------|-------------------|-----------------|
| | Boat Dock Balance | Boat Dock Balance | 3 | 3,582.00 | |
| | Boat Dock Deposit | Boat Dock Deposit | 1 | 200.00 | |
| | Lakeview Village Fair | Monthly Rent | 1 | 640.00 | |
| | Marriage License | Marriage License | 2 | 35.00 | |
| | Veteran's Park | Brick | 1 | 7.00 | |
| | | Sub-Total: | | \$4,464.00 | |
| A1255 | Clerks Fees | Photocopies | 6 | 1.50 | |
| | Clerk's Fees | Birth Certified Copy | 47 | 470.00 | |
| | | Death Certified Copy | 42 | 420.00 | |
| | | Fax Fee | 2 | 2.00 | |
| | | Marriage Certified Copy | 13 | 130.00 | |
| | Conservation | Conservation | 11 | 17.82 | |
| | | Sub-Total: | | \$1,041.32 | |
| A2110 | Zoning Fees | Planning Board Hearing | 2 | 300.00 | |
| | | Sub-Total: | | \$300.00 | |
| A2544 | Dog Licensing | Exempt Dogs | 3 | 0.00 | |
| | | Female, Spayed | 43 | 322.50 | |
| | | Female, Unspayed | 9 | 139.50 | |
| | | Male, Neutered | 23 | 172.50 | |
| | | Male, Unneutered | 11 | 170.50 | |
| | | Sub-Total: | | \$805.00 | |
| A2590 | Commercial/Industrial Buildings | New Build | 1 | 350.00 | |
| | Demolition Permit | Residential | 1 | 50.00 | |
| | Permits, Others | Building Permit | 3 | 75.00 | |
| | Residential | Additions, Porches, Remodling, Pole Barns | 1 | 120.00 | |
| | | Renewal | 1 | 50.00 | |
| | | Single Family | 2 | 975.00 | |
| | Short Term Rental | Annual Renewal | 1 | 50.00 | |
| | | Sub-Total: | | \$1,670.00 | |
| Total Local Shares Remitted: | | | | \$8,280.32 | |
| Amount paid to: N Y S Health Department | | | | 45.00 | |
| Amount paid to: NYS Ag. & Markets for spay/neuter program | | | | 126.00 | |
| Amount paid to: NYS Environmental Conservation | | | | 609.18 | |
| Total State, County & Local Revenues: | | \$9,060.50 | Total Non-Local Revenues: | | \$780.18 |

To the Supervisor:

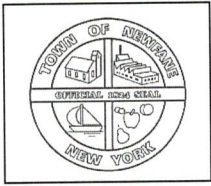
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Mickie Kramp, Town Clerk, Town of Newfane during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date



TOWN OF NEWFANE MARINA 2025 PERSONAL WATERCRAFT LEASE

This Agreement dated the _____ day of _____, 2025/2026_____, between the TOWN OF NEWFANE, A Municipal Corporation having its principal office at the Town Hall, 2737 Main Street, Newfane, New York (Lessor), and _____ (Lessee), Residing at: _____

1. The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, one (1) personal watercraft docking space, Registration No. _____ located at the Town of Newfane Marina situated at Eighteen Mile Creek in the hamlet of Olcott in the Town of Newfane, Niagara County, New York at the rate of Five Hundred Dollars (\$500.00) from the time the Town Board opens the Marina in the spring until the time the Town Board closes the Marina in the fall of the year.

Watercraft Description: _____ \$ _____ Paid
Make/Model/Year

2. The lease shall not be assigned without the authorization of the Lessor nor shall said docking space be sublet or rented in any manner whatsoever by Lessee.
3. The Lessee agrees that he/she shall not, under any circumstances, use said docking space for the purpose of renting or making available space to other boat or watercraft owners or operators.
4. The Lessee agrees to maintain a current and valid registration on the watercraft, as required by the State of New York, in the name of the owner of the watercraft. A current copy of insurance and registration must be filed with the Town Clerk. Lapse of registration and/or failure to register the watercraft in the name of the true owner shall be grounds for termination of this lease and no refund of any monies paid will be given to Lessee.
5. The Lessee expressly agrees as a condition of inducing the Lessor to enter this lease that said docking space shall be used solely for the docking of a personal watercraft consistent with the other terms of this lease.
6. Lessee agrees to comply with any and all-applicable regulations, rules, or ordinances of any governmental authority or unit, including those regarding but not limited to the following: the licensing of boats, cleaning and repair of boats, water and boat safety, disposal of waste and/or debris, safety of persons using docks, safety of other personal watercrafts and boats docked at said Marina, safe navigation, fire prevention, use and/ or storage of combustible materials.
7. Fueling personal watercrafts at docks is strictly prohibited, any fueling of a personal watercraft at docks shall result in the immediate **TERMINATION** of this lease and the personal watercraft shall be removed from the Marina docks within 24 hours after such termination. No refund of any lease payment will be made for any lease termination for fueling at the dock.
8. No refuse of any kind shall be thrown overboard or otherwise put into the waters within the Marina or its approaches. Garbage shall be deposited in bins supplied for this purpose.
9. No persons shall discharge oil, inflammable liquids, oily bilges or other liquids into the Marina area.
10. Fire of any kind on docks is strictly forbidden.
11. Noise shall be kept to a minimum at all times. All persons shall use reasonable discretion in operation of generators, engines, radios, etc., so as not to cause a nuisance to others.
12. Swimming shall not be permitted in the Marina waters.
13. When entering or leaving the Marina area, all power and auxiliary powered vessels shall be under said power. No vessel shall exceed the speed of 4 miles per hour in the Marina area or approach channels.
14. Any infractions of the above rules and regulations of the Lessor by the lessee shall, at the option of the Lessor, result in TERMINATION of this lease and the Lessee shall forthwith remove their Personal Watercraft. No refund or monies paid hereunder shall be given to Lessee.

15. The Lessee agrees to provide complete current Marine Coverage and Public liability insurance insuring and protecting the Town of Newfane against any and all claims of any nature arising out of the use and occupation of said docks and docking space by Lessee and the operation of any personal watercraft under command, control, direction, custody or ownership of Lessee in the minimum amount of \$100,000.00 and provide such proof of insurance satisfactory to the Town Board. Failure to provide such insurance coverage will result in immediate **TERMINATION** of this lease with no refund given to Lessee for any monies paid hereunder.
16. The Lessee agrees to promptly pay or otherwise reimburse the Town of Newfane for any and all damage to any of the docks of the Marina caused by the operation of any personal watercraft under the command, control, direction, custody or ownership of Lessee.
17. The Lessor reserves the right to assign spaces and will try to accommodate each Lessee.
18. The Lessor requires all permanent dock holders to file a float plan with the Marina Office when you are absent from your dock space for 24 hours or more. The Lessee will receive no reimbursement for this, and Lessee will still not be able to loan or sublease said dock. Violation of this provision of the lease will result in **TERMINATION** of this lease. Blank float plans will be available in the Marina Office. The Lessor reserves the right to rent all docking space when vacated by the Lessee until the return of the Lessee.
19. The purchase of a different vessel during the current boating season will not result in guaranteed dock space. See Facilities Director for separate internal waiting list.

**NON-COMPLIANCE WILL RESULT IN REVOCATION OF SPACE
AND TERMINATION OF LEASE.**

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the date above written.

TOWN OF NEWFANE

SEAL

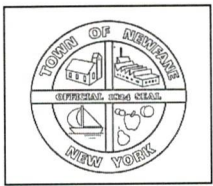
BY: _____
Town Clerk

BY: _____
Lessee

BY: _____
Lessee

Lessee's Phone: _____

Lessee's Address: _____



TOWN OF NEWFANE MARINA 2025 BOAT DOCK LEASE

9

This Agreement dated the _____ day of _____, 2025/2026 _____, between the TOWN OF NEWFANE, A Municipal Corporation having its principal office at the Town Hall, 2737 Main Street, Newfane, New York (Lessor), and _____ (Lessee), Residing at: _____

1. The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, one (1) boat docking space which will accommodate a boat, Registration No. _____ located at the Town of Newfane Marina situated at Eighteen Mile Creek in the hamlet of Olcott in the Town of Newfane, Niagara County, New York at the rate of Seventy Dollars (\$70.00) per foot, anything over 5 inches goes to the next whole foot size in length, from the time the Town Board opens the Marina in the spring until the time the Town Board closes the Marina in the fall of the year.

Boat Size: _____ feet \$ _____ Paid

2. The lease shall not be assigned without the authorization of the Lessor nor shall said docking space be sublet or rented in any manner whatsoever by Lessee.
3. The Lessee agrees that he/she shall not, under any circumstances, use said docking space for the purpose of renting or making available space to other boat owners or operators.
4. The Lessee agrees to maintain a current and valid registration on the boat, as required by the State of New York, in the name of the owner of the boat. A current copy of insurance and registration must be filed with the Town Clerk. Lapse of registration and/or failure to register the boat in the name of the true owner shall be grounds for termination of this lease and no refund of any monies paid will be given to Lessee.
5. The Lessee expressly agrees as a condition of inducing the Lessor to enter this lease that said docking space shall be used solely for the docking of pleasure/charter boats consistent with the other terms of this lease.
6. Lessee agrees to comply with any and all-applicable regulations, rules, or ordinances of any governmental authority, entity or unit, including those regarding, but not limited to the following: the licensing of boats, cleaning and repair of boats, water and boat safety, disposal of waste and/or debris, safety of persons using docks, safety of other boats docked at said Marina, safe navigation, fire prevention, use and/ or storage of combustible materials.
7. Fueling boats at docks or at any other Marina area, is strictly prohibited. Any fueling of a boat at docks or at any other Marina area shall result in the immediate **TERMINATION** of this lease and, the boat shall be removed from the Marina docks within 24 hours after such termination. No refund of any lease payment will be made for any lease termination, as a result of the violation of this section.
8. All boats with toilet facilities must have operative black water holding tanks in good working condition. Toilets and holding tanks are not to be emptied or flushed into the Marina waters. All persons must use the pump out facilities provided on shore. Failure to do so may result in immediate **TERMINATION** of this agreement, and no refund of any lease payment will be made for any lease termination for this reason, and will also result in immediate eviction from the Marina.
9. No refuse of any kind shall be thrown overboard or otherwise deposited into the waters of the Marina or its approaches. Garbage shall be deposited in bins supplied for this purpose.
10. No persons shall discharge oil, inflammable liquids, oily bilges or other liquids into the Marina waters or onto Marina land.
11. Fire of any kind on docks is strictly forbidden, and may result in immediate **TERMINATION** of this agreement, and no refund of any lease payment will be made for any lease termination for this reason.
12. Noise shall be kept to a minimum at all times. All persons shall use reasonable discretion in operation of any equipment, such as generators, engines, radios, etc., so as not to create a nuisance to others.

13. Swimming shall not be permitted in the Marina waters.
14. When entering or leaving the Marina area, all power and auxiliary powered vessels shall be under said power. No boats shall exceed the speed of 4 miles per hour in the Marina area or approach channels.
15. Any infractions of the above rules and regulations of the Lessor by the lessee shall, at the option of the Lessor, result in **TERMINATION** of this lease and the Lessee shall forthwith remove his boat. No refund of monies paid hereunder shall be given to Lessee.
16. The Lessee agrees to provide complete current Marine Coverage and Public liability insurance insuring And protecting the Town of Newfane against any and all claims of any nature arising out of the use and occupation of said docks and docking space by Lessee and the operation of any boat under command, control, direction, custody or ownership of Lessee in the minimum amount of \$100,000.00 and provide such proof of insurance satisfactory to the Town Board. Failure to provide such insurance coverage will result in immediate **TERMINATION** of this lease with no refund given to Lessee for any monies paid hereunder.
17. The Lessee agrees to promptly pay or otherwise reimburse the Town of Newfane for any and all damage to any of the docks of the Marina caused by the operation of any boat under the command, control, direction, custody or ownership of Lessee.
18. The Lessor reserves the right to assign spaces and will try to accommodate each Lessee.
19. The Lessor requires all Lessees to file a float plan with the Marina Office when absent from Lessee's dock space for 24 hours or more. The Lessee will receive no reimbursement for this, and Lessee will still not be able to assign, loan or sublease said dock. Violation of this provision of this lease will result in **TERMINATION** of this lease, with no refund given to Lessee for any monies paid hereunder. Blank float plans will be available in the Marina Office. The Lessor reserves the right to rent all docking space when vacated by the Lessee until the return of the Lessee.
20. The purchase of a larger boat during the current boating season will not result in guaranteed dock space for the larger boat. See Facilities Director for separate internal waiting list.

Violation of any provision of this lease will result in TERMINATION of this lease, and no refund will be given to Lessee for any monies paid hereunder in the event of such Termination.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the date above written.

TOWN OF NEWFANE

SEAL

BY: _____

Town Clerk

BY: _____

Lessee

BY: _____

Lessee

Lessee's Phone: _____

Lessee's Address: _____

Feasibility Evaluation

Town of Newfane

Steps 1-3. LOA (Letter of Authorization) There is no cost for steps 1-3 below. (Feasibility Evaluation)

Step 4. LOI (Letter of Intent) A fee for service will be identified based on scope selected for the investment grade audit and project development with the option to roll that into a self-funded project (Savings pays for costs).

Commitments

Milestone Date

Step 1: Intro & Qualification

April, 2025

- Understand needs and requirements
- Present VEREGY performance approach
- Sign Survey Authorization form and Milestone Dates

Step 2: Facility/Sustainability Evaluation

4 weeks

- Identifies/recommends facility/energy improvement measures
- Receive cost history information (Data Research List Attached)
- On-Site visit(s) - Operational review - Brief Interviews

Step 3: Presentation of Facility/Sustainability Evaluation

6 weeks

- Presentation of Facility/Sustainability Needs & Proposed Recommendations

Step 4: Solution Selection

- Client determines next step Go or no-go
- Client proceeds to procurement
Bd. Resolution to Approve going to LOI
Project submitted for Approval
- Secure funding/Financing
- Contract Review and Finalization

2 weeks

2 weeks

TBD

TBD

TBD

Step 5: Construction Implementation/Monitoring & Verification

TBD

- Project implementation begins.
- Performance Measurement starts
- Monitoring of operations is essential to ensure the continuation of savings

Signature

Date

Signature

Date

Town of Newfane

VEREGY

DEPARTMENTS: Utilities, Maintenance & Operations

The following information will assist **VEREGY** in investigating opportunities for operational improvement. Please advise if any of the information needs to be returned. **Please provide the following data for each department listed above.**

GENERAL

1. Building name, address, total square footage and building prints and fire drawings. Please provide the total sq. feet listed by building.
2. Provide a copy of the last 12 months of utility expense history. Total spent by utility meter and actual bill copies for Gas, electric and water.
3. A list of previously identified facility related equipment in need of major repair or replacement. Also, any recent building reports/studies on condition and needs if available.
4. Provide a 3-year history of actual departmental operating expenses by type for maintenance department. i.e., repairs, parts, materials, supplies, purchased services, service contracts, etc.

Thank you for your time and interest in improving facility performance and Veregy!

Steve Bottita - Business Consultant

Veregy Energy Solutions

(m) 716.444.5896

sbottita@veregy.com



TOWN OF NEWFANE

2737 Main Street

Newfane, New York 14108

716-778-8531 FAX 716-638-4261

Town and Marina Employee Pre-Operation Checklist

General Safety (Applies to All Tasks)

- ☐ Wear appropriate personal protective equipment (PPE): gloves, eye protection, hearing protection, non-slip footwear.
 - ☐ Inspect work area for hazards (fuel spills, loose debris, trip hazards, etc.).
 - ☐ Confirm weather conditions are safe (no lightning, heavy rain, or high winds).
-

Lawn Mowers and Weed Trimmers

Before Use:

- ☐ Check fuel and oil levels; top off if necessary.
- ☐ Inspect blades/line for wear or damage.
- ☐ Confirm all guards and safety features are in place.
- ☐ Check air filter and clean/replace if dirty.
- ☐ Ensure machine starts and idles properly before use.
- ☐ Clear area of people, pets, and obstacles (rocks, sticks, rope, etc.).

During Use:

- ☐ Keep hands and feet away from moving parts.
- ☐ Do not leave equipment running unattended.
- ☐ Stay alert for boats, fuel docks, or guests in the area.

After Use:

- ☐ Turn off and cool down equipment before storing.
 - ☐ Clean off grass and debris from machine.
 - ☐ Store equipment in designated, secure area.
 - ☐ Report any mechanical issues to supervisor.
-

Restroom Cleaning

Before Cleaning:

- ☐ Put on gloves and appropriate PPE.
- ☐ Check cleaning supplies (disinfectant, toilet bowl cleaner, paper products).
- ☐ Post “Closed for Cleaning” sign on restroom door.

During Cleaning:

- ☐ Clean and disinfect all high-touch surfaces (toilets, sinks, door handles).
- ☐ Replace toilet paper, hand soap, and paper towels.
- ☐ Mop floor with disinfectant.
- ☐ Inspect lights, fans, and plumbing for issues.

After Cleaning:

- ☐ Remove “Closed for Cleaning” sign.
 - ☐ Dispose of trash and cleaning waste properly.
 - ☐ Wash hands thoroughly after removing gloves.
 - ☐ Record time/date in cleaning log.
-

LEASE AGREEMENT

Made on _____ May 1st _____ 2025,

BETWEEN,

2600 WILLIAM STREET OWNER LLC, (Landlord-Lessor), 360 Lexington Avenue New York, NY 10017,

and

TOWN OF NEWFANE (Tenant- Lessee), a Municipal Corporation with offices at 2737 Main Street, Newfane, NY 14108,

WITNESSETH, That the Landlord-Lessor agrees to rent to the Tenant-Lessee, the following premises:

The premises outlined in a certain description, is incorporated into this lease and made a part of as Exhibit "A".

The term of this lease shall be for a period of three (3) years, commencing May 1st, 2025, and ending May 1st 2028. The Recovery Center of Niagara agrees to use the land as described in the attachment for use as a the Town of Newfane Dog Park. The Town of Newfane will take responsibility for insuring the Recovery Center for any liabilities that may occur on said premises and will provide such proof. This agreement is valid for 3 years from dates of signature and must be approved by the Recovery Center each year thereafter.

The notice of intention to not renew this lease shall be given no later than 90 days prior to expiration of same.

THE PARTIES AGREE THAT:

1. Lessee will pay a yearly rental of \$1.00,
2. Lessee will pay for it's own utilities, water and sewer and garbage service.
3. It will keep and maintain the premises in a clean orderly condition.
4. Lessee shall be actively utilizing said parcel solely for the purpose of operating a Dog Park.
5. Lessee shall be current in all obligations under this lease including all financial obligations with respect to the payment of utilities and debts.
6. Lessee shall comply with all Local, State and Federal regulations, ordinances and statutes in it's operation of the dog park on premises,
7. Lessor shall keep and maintain liability insurance on the premises, as owner of the premises, throughout the duration of this lease. However, Lessee, shall obtain additional liability insurance to cover all structures on the premises in the amount of

one million (\$1,000,000) dollars, and shall name lessor as an additional insured on said policy, and provide Lessor with proof of same.

8. Lessee cannot assign this lease without the consent of the Lessor.
9. Lessee agrees that all personal property located upon said premises will be and remain as Lessee's sole risk, and Lessor will not be liable for any damage to or loss of such personal property arising from any acts of negligence of the Lessee or any persons, whether they are invitees or trespassers on the premises.
10. Lessor or it's agent, shall have the right to have access to the premises during business hours, upon giving reasonable advance notice, for inspection of the premises, and shall have the right for immediate access to the premises in the event of emergency or for the protection and safety of the premises and any buildings located thereon.

TERMINATION on DEFAULT AND RIGHTS OF LESSOR:

In the event of any default in the performance of any of the provisions of this lease by the Lessee, or in the event the Lessee abandons or vacates the premises, the Lessor shall have the right to terminate this lease, upon first giving Lessee thirty (30) days notice by registered or certified mail in a postpaid envelope addressed to Lessee. In the event that the said default or defaults have not been cured within the period above outlined, exclusive of the day of mailing, the term of this lease will cease in the same manner and the same effect as if it were the expiration of the original term of this lease.

The Tenant agrees that at the expiration of said term, the Tenant will surrender said premises to the Landlord in as good condition as of the date of this lease, necessary wear and tear excepted.

Following default and notice as above outlined, Lessor will have the right to enter and repossess the premises by force, summary or dispossession proceedings, ejectment, or otherwise, and to dispose and remove therefrom, any and all occupants and their effects, without being liable prosecution or damages therefore. If Lessor is at any time is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money, by reason of the failure of the Lessee to comply with any provision hereof, or if Lessor is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor with all interest, costs and damages will be due from Lessee to Lessor on the first day of the month following the incurring of such respective expenses. The foregoing paragraphs will be deemed an additional and exclusive remedy from any others which may be afforded to the Lessor by the terms of any paragraph of this lease.

NOTICES:

All notices and correspondence to be given hereunder, will be in writing and if intended for the Lessor, will be delivered to the Lessor at 360 Lexington Avenue New York, NY

10017, Any notices and correspondence intended for Lessee will be delivered to 2737 Main Street, Newfane, NY 14108.

GENERAL:

This lease is binding upon the successors in interest of the respective parties.

This lease constitutes the entire agreement between the parties and can only be modified in writing. No waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of that condition or agreement or of any subsequent breach thereof or of this agreement.

Either Lessor or Lessee will be permitted to prepare and file a memorandum of this Lease in the Niagara County Clerk's Office, pursuant to statute.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the day and year above written.

**2600 WILLIAM STREET OWNER LLC
LANDLORD-LESSOR**

by:_____

**TOWN OF NEWFANE,
TENANT-LESSEE**

by:_____

EXHIBIT 'A' Legal Description

Town of Newfane Dog Park – Part of SBL# 38.08-2-60.1 6037 Ketchum Ave

All that Tract or Parcel of Land situate in the Town of Newfane, County of Niagara and State of New York, being part of Lot 7, Township 15, Range 7 of the Holland Land Company's Survey, bounded and described as follows;

Commencing at a point in the south line of Lot 7, being the south bounds of Ketchum Avenue, a distance of 330.5 feet east of the intersection of the south line of Lot 7 with the east line of lands conveyed to Cletus H. McGuire and Grace McGuire as recorded in a deed filed in the Niagara County Clerk's Office in Liber 680 of Deeds at Page 273 as measured along the south line of Lot 7;

Thence northerly, parallel with the east line of said lands conveyed to McGuire, a distance of 50.43 feet, to a point on the north line of Ketchum Avenue (being 50.0 feet wide), said point being the Point of Beginning;

Thence continuing northerly, parallel with the east line of lands conveyed to McGuire and parallel with the east line of lands conveyed to Arnold A. Taylor and Marjorie A. Taylor by deed as recorded in the Niagara County Clerk's Office in Liber 782 of Deeds at Page 461 and in Liber 1260 of Deeds at Page 325, a distance of 180.00 feet, to a point;

Thence easterly along a line parallel with the north line of said Ketchum Avenue, a distance of 60.00 feet, to a point;

Thence southerly along a line parallel to the east line of lands conveyed to McGuire, a distance of 180.00 feet to a point on the north line of Ketchum Avenue;

Thence westerly, along the north line of Ketchum Avenue, a distance of 80.00 feet to the Point of Beginning. Containing 10,800 Square Feet (0.25 acres) of land, more or less.



TOWN OF NEWFANE MARINA 2024 REVENUE TALLY

| | PRICES | APRIL | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | TOTALS |
|---------------------------------------------|----------|--------------|--------------|--------------|--------------|--------------|-------------|---------|-------------|---------------|
| RESIDENTIAL SEASON PASS | \$ 65.00 | \$ 910.00 | \$ 1,105.00 | \$ 650.00 | \$ 390.00 | \$ 130.00 | \$ - | \$ - | \$ - | \$ 3,185.00 |
| ADDITIONAL RESIDENTIAL SEASON PASS | \$ 25.00 | \$ 50.00 | \$ 50.00 | \$ - | \$ 50.00 | \$ - | \$ - | \$ - | \$ - | \$ 150.00 |
| SENIOR SEASON PASS | \$ 40.00 | \$ 560.00 | \$ 320.00 | \$ 480.00 | \$ 400.00 | \$ 40.00 | \$ - | \$ - | \$ - | \$ 1,800.00 |
| FISH CLEANING STATION | \$ 2.00 | \$ 764.00 | \$ 2,145.00 | \$ 154.00 | \$ 4,464.00 | \$ 2,854.00 | \$ 190.00 | \$ - | \$ - | \$ 10,571.00 |
| ICE CUBE SALES | \$ 3.00 | \$ 111.00 | \$ 1,325.50 | \$ 681.00 | \$ 3,093.00 | \$ 2,382.00 | \$ 444.00 | \$ - | \$ - | \$ 8,036.50 |
| ICE BLOCK SALES | \$ 3.50 | \$ 45.50 | \$ 847.00 | \$ 395.50 | \$ 1,778.00 | \$ 1,456.00 | \$ 217.00 | \$ - | \$ - | \$ 4,739.00 |
| DAILY LAUNCH | \$ 8.00 | \$ 648.00 | \$ 2,125.00 | \$ 1,192.00 | \$ 4,056.00 | \$ 2,224.00 | \$ 1,304.00 | \$ - | \$ - | \$ 11,549.00 |
| SENIOR LAUNCH | \$ 5.00 | \$ 75.00 | \$ 345.00 | \$ 135.00 | \$ 755.00 | \$ 410.00 | \$ 230.00 | \$ - | \$ - | \$ 1,950.00 |
| CANOE, KAYAK, JETSKI LAUNCH | \$ 5.00 | \$ 30.00 | \$ 305.00 | \$ 385.00 | \$ 690.00 | \$ 340.00 | \$ 310.00 | \$ - | \$ - | \$ 2,060.00 |
| NON-RESIDENT SEASON PASS | \$ 85.00 | \$ 425.00 | \$ 340.00 | \$ 170.00 | \$ 255.00 | \$ 85.00 | \$ - | \$ - | \$ - | \$ 1,275.00 |
| ADDITIONAL NON-RESIDENTIAL SEASON PASS | \$ 35.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ZIPLOCK BAGGIES | \$ 0.25 | \$ - | \$ - | \$ - | \$ 3.75 | \$ 9.50 | \$ - | \$ - | \$ - | \$ 13.25 |
| PUMP OUT | \$ 6.00 | \$ 48.00 | \$ - | \$ 12.00 | \$ 36.00 | \$ 66.00 | \$ 96.00 | \$ - | \$ - | \$ 258.00 |
| BOAT WASH | \$ 2.00 | \$ 10.00 | \$ 8.00 | \$ 36.00 | \$ 168.00 | \$ 186.00 | \$ 144.00 | \$ - | \$ - | \$ 552.00 |
| OVERNITE DOCK | | \$ 7,114.00 | \$ 15,147.50 | \$ 11,627.05 | \$ 15,313.25 | \$ 16,483.75 | \$ 3,897.25 | \$ - | \$ 1,245.00 | \$ 70,827.80 |
| 3-DAY PASS | \$ 20.00 | \$ 40.00 | \$ 40.00 | \$ 80.00 | \$ 480.00 | \$ 220.00 | \$ 40.00 | \$ - | \$ - | \$ 900.00 |
| CANOE, KAYAK, JETSKI SEASON PASS | \$ 45.00 | \$ - | \$ 225.00 | \$ 180.00 | \$ 45.00 | \$ - | \$ - | \$ - | \$ - | \$ 450.00 |
| ADDITIONAL CANOE, KAYAK, JETSKI SEASON PASS | \$ 20.00 | \$ - | \$ 20.00 | \$ 160.00 | \$ - | \$ 20.00 | \$ - | \$ - | \$ - | \$ 200.00 |
| LAUNDRY | | \$ - | \$ - | \$ - | \$ - | \$ 27.00 | \$ - | \$ - | \$ - | \$ 27.00 |
| WATER/POP/GATORADE VENDING MACHINE | | \$ 65.00 | \$ 133.75 | \$ 135.00 | \$ 228.03 | \$ 218.00 | \$ 62.00 | \$ - | \$ 24.00 | \$ 865.78 |
| LOST KEY CHARGE | \$ 5.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| MISCELLANEOUS CHARGE | | \$ - | \$ - | \$ - | \$ - | \$ 181.17 | \$ - | \$ - | \$ - | \$ 181.17 |
| TAPE READING | | \$ 10,873.50 | \$ 24,411.75 | \$ 16,428.55 | \$ 31,973.03 | \$ 27,248.92 | \$ 6,916.25 | \$ - | \$ 1,269.00 | \$ 119,590.50 |
| CREDIT CARD SALES | | \$ 2,997.75 | \$ 9,758.25 | \$ 6,051.52 | \$ 12,164.00 | \$ 12,711.26 | \$ 2,600.00 | \$ - | \$ - | \$ 2,094.04 |
| REID PETROLEUM REBATE CHECK | | \$ 84.65 | \$ 309.04 | \$ 160.42 | \$ 255.89 | \$ 1,250.46 | \$ 33.58 | \$ - | \$ - | \$ 121,684.54 |
| OVER-ALL MONTHLY INCOME | | \$ 10,958.15 | \$ 24,720.79 | \$ 16,588.97 | \$ 32,228.92 | \$ 28,499.38 | \$ 6,949.83 | \$ - | \$ 1,269.00 | |

SUPERVISOR

716-778-8531

TOWN CLERK

716-778-8822

FAX 716-638-4183

ASSESSOR

716-778-8827

TAX COLLECTOR

716-778-6052

BUILDING INSPECTOR

716-778-5947

WATER/SEWER

716-778-8132



TOWN OF NEWFANE

2737 Main Street

Newfane, New York 14108

FAX 716-638-4261

JUSTICE COURT

2896 Transit Road

Newfane, New York

14108

716-778-9292

HIGHWAY

716-778-8844

WATER/SEWER

MAINTENANCE

716-778-8587

6176 McKee Street

Newfane, New York

14108

TDD 1-800-662-1220

RE: Seasonal Hires for the Lakeview Village Shoppes

TO: Town of Newfane Town Board

May 14, 2025

I hereby request the approval of the following people for Seasonal employment at the Lakeview Village Shoppes for the 2025 Season, at minimum wage of \$15.50 per hour for each employee. These Seasonal Employees will start as of May 15, 2025.

- Emma Niver
- Maisie Jones

Thank you for your consideration on these individuals.

Sincerely,

John Syracuse
Supervisor