Agenda

Brad M. Rybczynski Town Clerk

Town Board of the Town of Hamburg

May 19, 2025

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Minutes of Previous Meeting**
   RESOLVED, that the Town Board does hereby approve the minutes of the previous meeting as follows:

   2.10.2025 Town Board Regular Meeting

4. **Agenda Items**

4.1. Notice of Public Hearing Cable Franchise Renewal-Verizon

4.2. "National Older Americans Month"

4.3. Military Appreciation Month in May and Support of Veterans' Organizations

4.4. Recreation Advisory Board Appointment

4.5. Out of Town Travel Request-POLICE-Marine Law Enforcement Training

4.6. Out of Town Travel Request – POLICE-Homicide Seminar

4.7. Senior Clerk Typist - Justice Court (Zdon)

4.8. Budget Adjustment/Transfer – Dept. of Youth, Recreation, & Senior Services

4.9. Town of Hamburg Community Center Temporary Location

4.10. Agreement - Frontier Central School District

4.11. Taylor Road Alcohol Waiver Request

4.12. Resolution to Approve Cable franchise Agreement with Verizon New York Inc

4.13. Engineering Out-Of-Town Training - Stormwater

4.14. Ice Rink Phase 4-Construction Assistance

4.15. Ice Arena Phase 4 - Electrical Award

4.16. Community Senior Center Advertisement for Bid

4.17. Big Tree Volunteer Fire Co. New Members- Carusso, Pusateri and Stonier

4.18. Lake Avenue Corridor Plan

4.19. Formation of Idlewood Water Distribution District

4.20. Chapter 280 Various Zoning Amendments Referral to Town Board

4.21. South Park Corridor Multimodal Revitalization Project - Design Firm Selection

4.22. TSAB -No Parking Sign Recommendation

4.23. Milestrip Road Bridge Construction Administration/Inspection Services

4.24. Town of Hamburg Safe Streets and Roads for All (SS4A) Grant Application

4.25. B&G PAF

4.26. Approve PAF for Finance & Administration Department

4.27. PAF - Youth, Recreation & Senior Services

4.28. Town of Hamburg Community Senior Center SEQR Neg Dec Resolution

5. Public Comment

6. Meeting is adjourned by Supervisor

Town Board of the Town of Hamburg
May 19, 2025 Meeting

4.1. Notice of Public Hearing Cable Franchise Renewal-Verizon

Town of Hamburg

Notice of Public Hearing

For the Approval of a Cable Franchise Renewal Agreement between Verizon New York Inc. and the Town of Hamburg

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hamburg will hold a Public Hearing on May 19, 2025, at 7:00 P.M. (local time) or as soon thereafter as time permits, regarding the proposed renewal of the cable franchise agreement between the Town of Hamburg and Verizon New York Inc. The public hearing will be held at Hamburg Town Hall, 6100 South Park Avenue, Hamburg, New York 14075.

A copy of cable franchise agreement is available for public inspection during normal business hours at the Hamburg Town Clerk's Office, Hamburg Town Hall, 6100 South Park Avenue, Hamburg, New York and on the Town's website at: www.townofhamburgny.gov

At such public hearing all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement as necessary.

BY ORDER OF THE HAMBURG TOWN BOARD

Dated: April 22, 2025, Brad M. Rybczynski

Town Clerk

Town of Hamburg

4.2. "National Older Americans Month"

WHEREAS, in 1963, President John F. Kennedy designated the month of May as “National Older Americans Month” to honor and celebrate the community that is our aging population, and;

WHEREAS, the landmark “Older Americans Act” was signed into law by President Lyndon B. Johnson in 1965 as part of the United States War on Poverty, and;

WHEREAS, Older Americans Act funding has improved the well-being of Hamburg senior citizens by allowing them to lead full, dignified lives, independently contributing to our community while saving taxpayer dollars in avoidance of costly nursing home and institutionalized care, and;

WHEREAS, 21.2% of Hamburg’s population is over the age of 65, many of whom have benefited from Older Americans Act programs including: Meals on Wheels, senior center lunches, the Long-Term Care Ombudsman Program, health promotion activities, Medicare and health insurance counseling, elder abuse prevention, and senior workforce programs, and;

WHEREAS, the Department of Health and Human Services (HHS) has indicated many of these programs will be eliminated in the next federal budget, and;

WHEREAS, budget cuts totaling $1,521,932 in funding available to Erie County will devastate those vital programs that are in partnership with the Town of Hamburg Senior Services. These cuts will have a severe negative impact on the lives of seniors living in Hamburg, as well as their families and caregivers, and;

NOW, therefore, be it resolved, that the Town of Hamburg recognizes May as “Older Americans Month” and fully supports continuing these life-saving and life-changing programs for our senior residents and stands firmly against the proposed cuts.

BE IT, FURTHER RESOLVED, that a certified copy of this resolution be sent to Congressman Nick Langworthy, Senator Kristen Gillibrand and Senator Charles Schumer at their local district offices as well as their offices in Washington, D.C.

4.3. Military Appreciation Month in May and Support of Veterans' Organizations

WHEREAS, National Military Appreciation Month is observed throughout the month of May to honor and thank the men and women who have served or are currently serving in the U.S. Armed Forces, and

WHEREAS, it is a time to raise awareness, express gratitude, and recognize the contributions and sacrifices made by members of the military, including veterans and their families, and

WHEREAS, the list of organizations to support our service members, Veterans, and their family members, and their contributions in our community is extensive and valuable, including the American Legion, VFW, Amvets, and Disabled Veterans of America to name several as a representation,

NOW, THEREFORE BE IT RESOLVED, the Hamburg Town Board recognizes May as National Military Appreciation Month and honors all current service members, Veterans, and family members for your service to our country and in our community, and

BE IT, FURTHER RESOLVED, service members, Veterans, and their family members are encouraged to seek out and join Veterans' Organizations in the community during the month of May to continue the important and proud history of Military and Veterans' Organizations.

4.4. Recreation Advisory Board Appointment

BE IT RESOLVED, the Hamburg Town Board appoints Jeanine Hillman to the Hamburg Recreation Advisory Board, effective immediately, to fill a current vacancy.

4.5. Out of Town Travel Request-POLICE-Marine Law Enforcement Training

WHEREAS, the Marine Services Bureau is offering the Spring 2025 Marine Law Enforcement Training Program for Marine Law Enforcement (MLE) in Lake George, NY from Monday, May 12, 2025, to Friday, May 16, 2025, and.

WHEREAS, all accommodations as well as meals are provided, and.

NOW THERFORE BE IT, RESOLVED, the Town Board authorize Officer Nedim Catovic to attend the Marine Law Enforcement Training, and;

BE IT FURTHER RESOLVED; the Town Board authorizes the use of an unmarked Police vehicle for transportation.

Money is available for any fuel expenses in B3120.0403.

ATTACHMENTS:

Spring 2025 Marine Law Enforcement Training Program.pdf

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

April 16, 2025

Patrolman Nedim Catovic
Town of Hamburg Police

Patrolman Catovic,

Congratulations! The Marine Services Bureau is excited to inform you that you have been accepted into the Spring 2025 Marine Law Enforcement Training Program for the **Marine Law Enforcement (MLE)** school scheduled for May 12th - 16th, 2025.

The classroom instruction and hotel accommodations will be at: **Georgian Lakeside Resort - 384 Canada St., Lake George, NY 12845.**

The class will begin on Monday, May 12th, promptly at 8:00AM. If your application indicated a need for overnight accommodations, please arrange your travel so that you arrive accordingly. Prior to your arrival, this office will have made all room arrangements. Accommodations for single occupancy will be paid in full by this office. The registration desk will have your room assignment and key.

If you require any other special arrangements, please contact the Marine Services Bureau immediately. Check-in will begin at 4:00 PM on Sunday, May 11th. Dinner arrangements have been made for 6:00 p.m. on Sunday at The Georgian. Check out will be on Friday at 11:00 am. There will be no late checkouts.

You must have your NYS Boating Safety Certificate or a Boating Safety Certificate issued by another state in your possession on the first day of MLE training. This is a prerequisite to attend the Marine Law Enforcement (MLE) course.

4.6. Out of Town Travel Request – POLICE-Homicide Seminar

WHEREAS, the 37th Annual Colonel Henry F Williams Homicide Seminar hosted by the New York State Police is being held in Albany, NY at the Crowne Plaza Albany – The Desmond Hotel from Sunday, September 21, 2025 to Friday, September 26, 2025, and;

WHEREAS, the International Homicide Seminar provides investigators and detectives assigned to investigate homicides with the finest and most up-to-date training, and;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorize Detective Nicholas Borowski, Detective Timothy Colling, and Detective Jason Nappo to attend the training seminar, with the following expenses:

REGISTRATION (including Meals/Lodging):	$4,050.00
Borowski/Nappo – Double Occupancy - $1,150 each	
Colling – Single Occupancy - $1,750	
TOTAL COST:	**$4,050.00**

BE IT FURTHER RESOLVED, the Town Board authorizes the use of an Unmarked Police Vehicle for transportation.

Money is available in B3120.492 Seminars/Dept Training.

ATTACHMENTS:

37th Annual Colonel Henry F Williams Homicide Seminar.pdf

Seminar Information

Seminar Registration Form

Available at www.troopers.ny.gov. All wishing to attend the seminar must complete and submit the registration form online.

Seminar Fees

Attendees: $1150 in U.S. funds for double rooms, $1750 for single rooms. All attendees are responsible for the full fee, even if they do not use the provided accommodations. Fee includes registration, lodging (double), meals, and the hospitality program. Attendees/agencies are responsible for the cost of transportation to and from Albany, New York.

Meal Schedule:

The following meals are covered by your Registration Fees:

Monday	Sept. 22nd	Breakfast - Lunch - Dinner
Tuesday	Sept. 23rd	Breakfast - Lunch
		Dinner - Lake George Boat Cruise
Wednesd	Sept. 24th	Breakfast - Lunch – Dinner
Thursday	Sept. 25th	Breakfast - Lunch
		Dinner - Banquet – King Street

Registration

Class size is limited, and registrants will be approved in the order that their registration and payment is received. Registration Deadline – September 8, 2025.

Confirmation

Registrations will be reviewed by New York State Police personnel. Once approved, you will be notified via e-mail with a confirmation.

Payment

Fees are to be paid by credit card (Master Card / Visa), purchase order or check. **Please note, registration cannot be confirmed until payment is received.**

Cancellation Policy

There will be a **$100 fee** assessed in the event of a cancellation. All other money will be refunded to the credit card provided for registration.

Lodging

Attendees will be lodged at the Crowne Plaza Albany -The Desmond Hotel, 660 Albany Shaker Road, Albany, NY 12211. Lodging, which is based upon double occupancy, is included in the seminar fee. **Attendees are assigned two to a room by NYSP personnel, unless a single room has been requested and paid for.**

All attendees are personally responsible for any additional room charges that may be incurred during their stay. The hotel will request a credit card at the time of check-in to cover any such charges. Hotel rooms will be available from Sunday, September 21st, 2025, at 3pm through Friday, September 26th, 2025, check out by noon.

Early Arrivals and Late Departures

If you plan on arriving in Albany before September 21st, or staying after September 26th, you do not need to book separately. Please provide that information when registering and we will assist in reserving your accommodations at the Crowne Plaza Albany – The Desmond Hotel for the seminar rate of $135 per night plus tax.

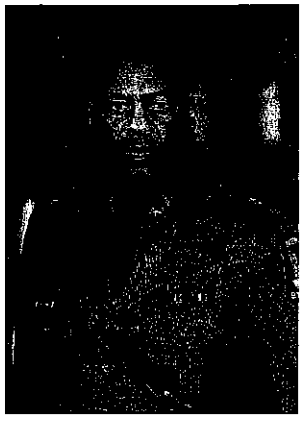
Transportation

It will not be necessary to rent a car. Once you arrive, all needed transportation will be provided:

- A hotel shuttle will transport you between the Albany Airport and the hotel
- A shuttle will take you from the hotel to the Tuesday evening Dinner Boat Cruise.

Letter from Superintendent Steven G. James

It is with great pleasure that I extend to you a special invitation for representatives of your department to join us at the 37th Annual Colonel Henry F. Williams Homicide Seminar.



This annual seminar began in 1987 and was the vision of the late Colonel Henry F. Williams. Colonel Williams imagined a seminar that would provide Investigators and Detectives assigned to investigate homicides with the finest and most up-to-date training available. The core curriculum of the seminar concentrates on the application of forensic science to death investigations with instruction provided by some of the most recognized experts in the field.

In addition to receiving the best training available, Colonel Williams wanted attendees to have the opportunity to network with investigators and detectives from around the world to create a multi-agency resource known as "Williams Associates." Attendees have the opportunity to network with fellow participants and course presenters during evening hours and special events.

At the end of the seminar, all participants receive an electronic directory of the "Williams Associates", a resource that has proven to be highly successful during multi-jurisdictional investigations. To date, there are over 5,450 Williams Associates spanning 48 states, and 34 foreign countries on 6 continents.

We hope that a representative of your agency will join us as we celebrate the 37th year of the HFW Seminar.

Steven G. James
Superintendent

4.7. Senior Clerk Typist - Justice Court (Zdon)

Be it Resolved, that the Town Board approve of the recommendation of Town Justice Gerald P. Gorman and Town Justice Carl W. Morgan along with Brigid Lavelle, Court Administrator, to hire Lisa Zdon to the position of Senior Clerk Typist with a start date of Wednesday, June 4, 2025, salary is $25.31 hour.

Funds available in account A.1110.0100 Personal Services.

ATTACHMENTS:

DOC051525-006.pdf

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request 05/15/2025 Department- Justice Court

Department Head Signature _____

Supervisor Signature _____ Date 5/15/25

TOWN BOARD MEETING OF May 19, 2025

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I request that a Town Board Resolution be adopted approving the following personnel action:

#	Emp #	Emp Name			N or R	Position	Start date	Full time hrly rate	PT/Sea/temp hrly rate	Term date
1		Lisa Zdon				Senior Clerk Typist	6/4/2025	$25.31		
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rev 03/14

4.8. Budget Adjustment/Transfer – Dept. of Youth, Recreation, & Senior Services

WHEREAS, a check for $470.00 was received from Auctions International as payment for the sale of old fitness equipment.

NOW THEREFORE BE IT RESOLVED, that the Town Board does hereby authorize a budget amendment in 2025 to increase the appropriate revenue and expenditure lines for the receipt of the payment.

Increase: A2027.1 (Fitness Memberships)

Increase: A.7180.0206 (Recreation Equipment)

4.9. Town of Hamburg Community Center Temporary Location

WHEREAS, the Town of Hamburg has to vacate their current Community Center building by June 30, 2025, and

WHEREAS, a new community center location is not yet available so there is a need to lease a temporary location to house staff, programs and services for the Youth, Recreation and Senior Services Department, and

WHEREAS, Erie Community College has agreed to lease a portion of the South campus for $6,655.00 per month to house staff, programs and services for the Youth, Recreation and Senior Services department, and

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to sign the lease agreement and any potential MOU or amendment to the lease for any work completed by Town of Hamburg staff members or adjustments to the time frame of the lease agreement with Erie Community College and upon approval by the legal department and insurance consultants.

Funds available in Account A.7020.0478 Recreation Administration Leases-Senior Center

ATTACHMENTS:

ECC contract

LICENSE AND OCCUPANCY AGREEMENT

Between

SUNY Erie Community College

And

This **LICENSE AND OCCUPANCY AGREEMENT** (this "Agreement"), made effective as of the Commencement Date (defined below), by and between **ERIE COMMUNITY COLLEGE,** an educational institution in the State University of New York system, having an office and place of business at 121 Ellicott Street, Buffalo, New York 14202 (hereinafter the "SUNY Erie" or "College") and the **Town of Hamburg** a local government entity having its principal office at 6100 Southpark Ave. Hamburg, Hamburg, NY 14075. (hereinafter "TOH"). SUNY Erie and TOH may be referred to individually herein as a "Party" or collectively as the "Parties".

WHEREAS, TOH will be providing programs and services to residents of the Town of Hamburg and other surrounding areas (hereinafter "Licensed Use"); and,

WHEREAS, SUNY Erie's South Campus located at 4041 Southwestern Blvd in the Town of Orchard Park encompasses structures identified as Building 4, full use of Parking lot E, the partial use of Cafeteria area within Building 5 (Monday-Friday 8:00-2:00pm, parking for five TOH vehicles at the Building 4 parking lot, outside courtyard near building 4/5, large green space outside building 4(hereinafter collectively the "Premises"), and,

WHEREAS, the Parties desire to enter into an agreement whereby SUNY Erie will grant TOH use of the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SUNY Erie and TOH (together hereinafter "the Parties") do hereby agree as follows:

1. **Revocable Right-of-Entry for the Premises**

For purposes of this Agreement and subject to the termination provisions as set forth in Paragraph 19 below, SUNY Erie hereby grants TOH a revocable right-of-entry and license to enter upon, use and occupy the Premises for the Licensed Use during the Term of this Agreement, and any extensions thereof (the "Revocable License").

a TOH shall not have the right to sublicense or assign this Agreement, in whole or in part, without the prior written consent of SUNY Erie. For the avoidance of doubt, TOH's employees, staff, and program participants, shall be permitted to use and occupy the Premises in connection with the Licensed Use and uses incidental thereto as agreed upon by the College which such approval shall not be unreasonably withheld.

b. TOH shall take diligent care of the Premises including fixtures and appurtenances and shall preserve the Premises in good order and condition.

2. **Term**

The term of the Revocable License commences on June 30, 2025, or upon TOH occupancy of the Premises ("Commencement Date") and shall expire on July 1, 2026 ("Expiration Date") unless extended by mutual agreement as set forth herein or terminated prior to expiration pursuant to Paragraph 19.

3. **Consideration For Use**

a. TOH agrees to pay SUNY Erie a certain sum in monthly increments of $6655.00 on the first of each month during the Term and any extensions thereof for utilization of the Premises and use of the Utilities as well as a $500.00 one time fee to create an opening in the wall separating the first floor.

b. During the term of this Agreement, TOH will ensure reimbursement for the reasonable and documented direct costs of operation and maintenance borne by the College which may arise as well as any other extraordinary costs incurred by SUNY Erie to meet the requirements of TOH, provided that TOH has approved such costs in writing prior to the College incurring the same. Linstar doorway scan operations and badges will be provided to TOH from SUNY Erie. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.

4. **Access to Premises**

   a. SUNY Erie agrees that TOH shall have non-exclusive access to the roadway entrance(s) and exit(s) of the Premises. As such, TOH understands and agrees that other users shall have access to such entrance(s) and exit(s) to utilize areas of the College other than the Premises. TOH can run shuttle service on premises as needed.

   b. TOH shall arrange under the direction of the College for the installation of a keyless access system on the lower wing of Building 4 providing secure access to the Premises. TOH shall be responsible for the cost of said access system. TOH and the College shall coordinate the installation and payment of such.

5. **Parking**

   SUNY Erie shall provide TOH with exclusive access to all parking spaces in Lot E located in back of Building 4 of the Premises.

   Additionally, SUNY Erie shall provide use of Parking Lot E for resident van drop off.

6. **Maintenance**

   SUNY Erie shall, at its own expense, provide for standard care and maintenance of the interior and exterior of the Premises and its building systems. Said care and maintenance shall include housekeeping, maintenance and repair, snow plowing, snow removal and salting of College roadways and walkways as is necessary for the Premises.

7. **Changes to Structure**

   a. TOH shall be allowed to construct improvements or changes to the Premises pursuant to plans and specifications prepared by TOH and granted approval by the College which approval shall not be unreasonably withheld, conditioned, or delayed. Changes would include classroom wall paint and murals as well as collaborations with the parties hereto. TOH shall be responsible for obtaining any required regulatory licenses or permits through the Custodian of Buildings & Grounds. Further, SUNY Erie shall provide stamped architectural drawings or plans to the Erie County Department of Public Works for any required building permits as to changes that involve electrical, plumbing, HVAC, or other structural remodeling work. Fees associated with these changes will be provided with documentation.

   b. Upon review and approval of SUNY Erie which approval shall not be unreasonably withheld, conditioned, or delayed, TOH may install temporary signage on the Premises as it deems necessary. TOH agrees that upon termination or expiration of this Agreement, any such signage will be removed at TOH 's sole cost and expense.

8. **Utilities**

   SUNY Erie agrees to supply and pay directly to the applicable provider all available ordinary and necessary water, gas, electricity, light, heat, sewerage facilities, and telephone services for the Premises (collectively, the "Utilities").

9. **Insurance**

   On or before the commencement of this Agreement, TOH shall provide to SUNY Erie insurance certificates in amounts and types set forth below, which have been approved by SUNY Erie. Such certificates shall name SUNY Erie and the County of Erie, as additional insureds. Such certificates shall reflect that TOH carries: 1) Commercial General Liability Insurance in the amount of $1,000,000 per Occurrence and $2,000,000 General Aggregate, 2) $1,000,000 CSL Automobile Liability, 3) $1,000,000 Professional Liability, 4) $1,000,000 Excess/Umbrella Liability. Additionally, FCSD shall provide to SUNY Erie evidence of Workers Compensation and Disability coverage in accordance with New York State statutory requirements.

TOH shall cause to be included in each of its policies a waiver of the insurer's right of subrogation against SUNY Erie or the County of Erie. All required insurance hereunder shall be primary and non-contributory to any insurance or self-insurance maintained by SUNY Erie and shall be endorsed to provide written notice to be given to SUNY Erie at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice shall be evidenced by return receipt of United States Certified Mail.

The Parties acknowledge that SUNY Erie, through the County of Erie, is largely self-insured with regard to automobile liability, general liability and workers' compensation matters. Notwithstanding its largely self-insured status, SUNY Erie has a risk management program whereby it maintains appropriate insurance coverages as needed. Upon request, SUNY Erie shall deliver to TOH a statement of self-insurance status and appropriate insurance certificates evidencing relevant coverages.

10. **Relationship of Parties**

The Parties understand and agree that no agency, employment, partnership, or joint venture is created by this Agreement. Both Parties further agree that neither is the general agent of the other, and no representation shall be made by either Party that would create apparent agency, employment, partnership, or joint venture. Neither Party shall have the authority to act for the other in any manner, nor create obligations or debts that would be binding upon the other.

11. **Scheduling**

The activities of TOH shall not infringe upon, delay or conflict with the normal operations of the College, and, in particular, shall not interfere with the College's primary academic mission. All scheduling adjustment requests and notices shall be made to Paul Danieu by e-mail at danieu@ecc.edu, or to such other person(s) and by such other means as the College may designate in writing.

12. **Inspection**

TOH agrees that College personnel may enter upon the Premises herein described at all reasonable times and upon reasonable prior notice to inspect for conformity with this

Agreement.

13. **No Warranty**

TOH acknowledges and agrees that the Premises are provided for its use "as is, where is" without warranty of any type or kind, including any warranty that either is merchantable or fit for TOH's intended use or for any other particular purpose. TOH assumes the entire risk that the Premises does not satisfy its needs or expectations in any respect.

14. **Liability**

a. TOH shall be responsible for any and all damages or loss by theft or otherwise of its personal property located on the Premises.

b. TOH assumes all risk incidental to the use of the Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with TOH's use of the Premises including its appurtenances and the surrounding grounds and hereby covenants and agrees to defend, indemnify, and hold harmless the County of Erie, SUNY Erie, its Directors, Officers, Employees, and Agents, from any and all claims, actions, suits, costs and expenses (including reasonable attorney fees) arising from TOH's use of the Premises including its appurtenances and surrounding grounds and/or use of said Premises its appurtenances and surrounding grounds by TOH 's agents, representatives, hired contractors, or invitees for the purposes outlined in this Agreement, except for those claims or actions arising as a result of the negligence or willful misconduct on the part of SUNY Erie, its employees, contractors, representatives, and agents.

15. **Staff**

a. The Parties understand that services for the Licensed Use will be provided by TOH staff, and others as necessary for the operation and maintenance of a temporary data center.

(i) In accordance with applicable law, TOH shall be responsible for and shall maintain good discipline and proper behavior on the part of all TOH staff acting in the course and scope of their employment and agrees to remove TOH staff involved in the Licensed Use whose actions, or failure to act, shall in the reasonable judgment of SUNY Erie, after consulting with TOH, be deemed to be detrimental to the College.

(n) In addition, TOH shall work with SUNY Erie regarding the actions of other persons or entities in any way involved with the Licensed Use and agrees to remove any personnel of such other entities/persons involved in the Licensed Use whose actions, or failure to act, shall in the reasonable judgment of the College, after consulting with TOH, be deemed to be detrimental to SUNY Erie.

16. **Authority**

TOH agrees that this Agreement shall in no way diminish the statutory authority of SUNY Erie to possession, pursuant to New York State Education Law, of the property to which this Agreement relates; nor shall the dominion and control by SUNY Erie over said property be in any way diminished.

17. **Restoration of Premises**

Upon withdrawal from the Premises, TOH shall, at its sole cost and expense, restore the Premises as nearly as possible to the condition in which the Premises were in when the use by FCSD began, other than ordinary wear and tear to the Premises.

18. **Notices**

Any notice to either Party hereunder must be in writing and shall be served either personally or by certified mail addressed as follows:

TOSUNY: Attn: Paul Danieu, Business Manager - Risk Assessment
Erie Community College - South Campus
4041 Southwestern Blvd
Orchard Park, NY 14202

TO TOH: Attn: Supervisor
Town of Hamburg Town Hall
6100 Southpark Ave.
Hamburg, NY 14075

Notwithstanding anything in this Paragraph 18 to the contrary, the attorney for either Party may give any such notice under this Agreement.

19. **Termination**

a Either Party shall have the right to terminate this Agreement upon 60 days prior written notice to the other Party. Upon the effective date of such termination, TOH shall remove itself and all personnel so involved from the College and shall restore the Premises as nearly as possible to the same condition it was in before use by TOH commenced, reasonable wear and tear excepted. Under no circumstances shall SUNY Erie be held liable for damages of any kind, either direct or indirect, for termination of this Agreement.

b. Notwithstanding the foregoing, SUNY Erie shall have the authority to terminate this Agreement as set forth in Paragraph 21.

20. **Default**

The following events are referred to collectively as "Events of Default" or individually as an "Event of Default":

a. TOH fails to make any of the required License Payments set forth in Paragraph 3 on or before the due date of same, and such nonpayment continues for fifteen (15) days after SUNY Erie provides TOH with written notice of same.

b. FCSD fails to maintain the Premises to the reasonable satisfaction of SUNY Erie and fails or refuses to correct such unacceptable conditions within a reasonable time after having been given notice thereof, but in no event less than thirty (30) days from the date of such notice.

c. TOH vacates or abandons the Premises.

d. TOH utilizes the Premises for any purpose other than the Licensed Use.

e. TOH breaches any of the other terms or conditions of this Agreement and

(i) such breach remains 30 days after SUNY Erie provides TOH written notice of same, or;

(n) if such breach cannot be cured within 30 days receipt of SUNY Erie's written notice of same, or;

(m) if TOH fails to diligently commence and pursue the cure for such breach within 30 days receipt of SUNY Erie's written notice to TOH of same.

21. **Remedies For Default**

If any one or more Events of Default set forth above occurs beyond any applicable notice and/or cure period, then SUNY Erie has sole discretion:

a. To give TOH ten (10) days written notice of the termination of the Revocable License and thereafter TOH's right of entry to the Premises will cease and this Agreement will be terminated, except as to TOH's liability, as if the expiration of the term fixed in such notice was the end of the Term or the end of the then-current extension.

b. Without further demand or notice, to reenter and take possession of the Premises, repossess the same and expel TOH using such lawful force for such purposes as may be necessary without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of License Payments or other amounts payable under this Agreement or as a result of any preceding breach or conveyance conditions.

c. Without further demand or notice, to cure any Event of Default and to charge TOH for the cost of affecting such cure, including without limitation unpaid License Payments, reasonable attorneys' fees and interest of the amounts so advanced at a rate of nine percent (9%) per annum provided that SUNY Erie will have no obligation to cure any such Event of Default of TOH .

22. **Restriction on Offering Advanced Studies.**

SUNY Erie staff shall be designated as the sole source of teaching services for advanced studies programs within TOH's programming.

23. **Amendments and Extensions**

This Agreement embodies the entire agreement between the Parties and supersedes any and all prior understandings or commitments concerning the Licensed Use and Premises. Any amendments or extensions of this Agreement must be in writing executed by both Parties.

24. **Counterparts and Electronic Signature**

This Agreement may be executed in two or more counterparts by original ink signature or by electronic mark or signature, of which will be considered one and the same agreement and each of which will be deemed an original.

SUNY Erie Community College

Dr. Adiam Tsegai
President, Erie Community College

Date: _____

Town of Hamburg

Name
Title

Date: _____

APPROVED AS TO CONTENT:

Paul Danieu
Business Manager

Date: _____

APPROVED AS TO FORM:

_____
Leslie Ortiz-Fogg
Executive Director of Legal Affairs

Date: _____

4.10. Agreement - Frontier Central School District

WHEREAS, the Town of Hamburg currently has a lease agreement with Frontier Central School District for utilization of the property at 4540 Southwestern Boulevard, and

WHEREAS, the Hamburg Town Board and the Frontier Central School District have agreed to modifications to the agreement, and

NOW THEREFORE BE IT RESOLVED, the Hamburg Town Board approves a Second Amendment to Lease, and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to sign the Second Amendment to Lease and any other documents necessary to effectuate the Second Amendment to Lease within the required time frames, subject to approval of the Town Attorney.

ATTACHMENTS:

Frontier CSD - Second Amendment to Lease with Town of Hamburg

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is hereby made as of the ____ day of _____, 2025 (the "**Amendment Effective Date**"), by **FRONTIER CENTRAL SCHOOL DISTRICT**, a centralized school district organized under the laws of the State of New York and having an address of 5120 Orchard Avenue, Hamburg, NY 14075 ("**Landlord**" or "**District**"), and **TOWN OF HAMBURG**, a municipal corporation organized under the laws of the State of New York and having an address of 6100 South Park Avenue, Hamburg, NY 14075 ("**Tenant**" or "**Town**"). Each of Landlord and Tenant are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Lease dated as of June 27, 2023 (as amended, the "**Lease**") with respect to that certain property commonly known as 4540 Southwestern Boulevard, Hamburg, New York 14075 (as more particularly described in the Lease, the "**Premises**"); and

WHEREAS, Landlord and Tenant entered into a certain First Amendment to Lease dated as of July 4, 2024 (the "**First Amendment**") with respect to the Premises; and

WHEREAS, the Parties desire to modify certain terms and provisions of the Lease and First Amendment pursuant to the terms and provisions of this Second Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

1. Unless specifically defined herein, all capitalized terms used in this Second Amendment shall have the meaning assigned to them in the Lease and the First Amendment.

2. Section 2 of the Lease shall be deleted in its entirety and replaced with the following:

> "2. **Term of Lease.** Tenant will have and hold all of the Leased Premises for a term of two (2) years and two (2) months, commencing on July 1, 2023 ("Commencement Date") and expiring at 11:59 PM on August 31, 2025 (the "Term"). At the conclusion of the Term, the Tenant will have no rights with respect to the Leased Premises.

3. Section 8(b) of the Lease shall be deleted in its entirety and replaced with the following:

> "b. Tenant shall permit Landlord to access the following areas of the Leased Premises, as depicted on the attached color-coded Map, after the listed dates to remodel and/or reconfigure the space and Landlord shall have exclusive access to Zones C and D (Yellow and Orange) after April 21, 2025; Zone A (Dark Green) after July 1, 2025; Zone E (Light Green) after August 1, 2025; and all zones after

August 31, 2025. With Tenant's permission, Landlord shall be permitted to access the Leased Premises earlier than the dates listed above to begin remodeling and/or reconfiguring the space."

4. Section 3 of the Lease shall be deleted in its entirety and replaced with the following:

3. **Rent.** Tenant agrees to pay Landlord rent in advance upon the first day of each calendar month during the term thereof, as follows:

	Monthly Rent
Jul. 2023 – Dec.2023	$4,663.43
Jan. 2024 – June 2024	$4,717.02
July 2024 – Dec. 2024	$2,264.17
Jan. 2025 – Aug. 2025	$2,256.74

5. Purchase of Equipment.

a. In consideration for the early termination of the Lease, Landlord will purchase the following equipment from Tenant for the total purchase price of $55,000 (collectively, the "Equipment").

i. Backboards
ii. Scoreboards
iii. Rectangular Retro Diner Table (9)
iv. Square Retro Diner Table (10)
v. Classic Dinner Chairs (85)
vi. Vintage Diner Booth (4)
vii. Rectangular Diner Booth Table (2)
viii. Jukebox
ix. Steel light fixtures (4)
x. Framed Posters, Plaques, Signs, and Wall Art (43)
xi. Stainless Steel Work Table
xii. Solid Door Stainless Steal Reach-In Refrigerator (1 Door)
xiii. Two Section Reach-in Refrigerator (2 Door)
xiv. Industrial Stove
xv. Gas Griddle
xvi. Griddle Table Top
xvii. 4 Compartment Steam Table
xviii. Serving Tray Rack
xix. Portable Work Counter (2)
xx. 3 Compartment Sink
xxi. Metal Rack

b. The full amount of the purchase price for this equipment shall be paid to Tenant on or before July 31, 2025.

c. Tenant hereby represents and warrants that it is conveying all of the Equipment free and clear of any liens or encumbrances incurred or accrued by Tenant.

d. Tenant shall assign any and all warranties, including third-party warranties, with respect to the Equipment to the Landlord.

6. Tenant Liability. Tenant shall remain liable for all obligations accruing under the Lease up to and including the expiration of the Term.

7. Advertisement Revenue. Despite the sale of the backboards and scoreboards to Landlord, Tenant shall be entitled to receive any revenue from the advertisements displayed on the scoreboards for the next five (5) years.

8. Indemnity. Tenant hereby remises, releases, and forever discharges, and for its successors and assigns, remises, releases, and forever discharges Landlord, its successors and assigns, of and from all causes of action, debts, obligations, contracts, promises, damages, judgments, claims, counterclaims, crossclaims, and defenses, whether in law or in equity, known or unknown, presently due or contingent, liquidated or unliquidated, which against Landlord, Tenant ever had, now has, or which its successors and assigns, hereafter can, shall or may have, for any reason, from the beginning of the world to the date of this Agreement.

9. Effect of Amendment; Conflicts. Except as specifically amended hereby, all of the terms and conditions of the Lease and First Amendment are and shall remain in full force and effect and are hereby ratified and confirmed. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Lease and the First Amendment, the provisions of this Second Amendment shall control.

10. No Broker. Tenant and Landlord each represents and warrants to the other that it has not dealt with any broker, agent or real estate sales person in connection with this Second Amendment. Tenant and Landlord each agrees to indemnify, defend and hold the other party harmless from and against any claims resulting from the breach of the foregoing representations and obligations. This section shall survive the termination of the Lease.

11. Severability. If any term or provision of this Second Amendment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Second Amendment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Second Amendment shall be valid and enforced to the fullest extent permitted.

12. Entire Agreement. This Second Amendment, together with the Lease and First Amendment, constitutes the entire agreement of the Parties regarding the subject matter contained herein. Neither the Lease, the First Amendment nor this Second Amendment may be changed or terminated orally, and the Lease, the First Amendment and this Second Amendment may only be changed by an agreement in writing signed by the party against whom enforcement of any change or termination is sought.

13. Counterparts. This Second Amendment may be executed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the Parties. Executed, scanned and emailed copies of signature pages or an electronic or digital signatures or

other means of demonstrating assent) and each party's electronic acceptance and signatures will be deemed binding between the parties and shall be deemed original counterparts for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Second Amendment Effective Date.

LANDLORD:

FRONTIER CENTRAL SCHOOL DISTRICT

By: _____
Name: Christopher Swiatek
Title: Superintendent

TENANT:

TOWN OF HAMBURG

By: _____
Name: Cathy Rybczynski
Title: Supervisor

4.11. Taylor Road Alcohol Waiver Request

RESOLVED, that the Hamburg Town Board does hereby approve alcohol waivers for June 2025 Taylor Road Cabin rentals are as follows:

6/1/25

6/2/25

6/5/25

6/6/25

6/7/25

6/8/25

6/13/25

6/14/25

6/15/25

6/20/25

6/21/25

6/22/25

6/24/25

6/25/25

6/27/25

6/28/25

6/29/25

6/30/25

4.12. Resolution to Approve Cable franchise Agreement with Verizon New York Inc

WHEREAS, the Town of Hamburg , (the "Town") is a franchising authority in accordance with Title VI of the Communication Act, (see 47 U.S.C. §522(10) and is authorized to grant one or more nonexclusive franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899 of the Official Compilation of Codes, Rules, and Regulations of the State of New York, as amended (collectively the "Cable Laws"); and

WHEREAS, the Town granted Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the "Franchisee"), effective as of June 9, 2008 a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Town of Hamburg for a term of ten (10) years (the "initial Franchise"); and

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the effective date on its Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act; and

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Town undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal; and

WHEREAS, the Town has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law; and

WHEREAS, the Town has examined the past quality of the Franchisee's service, including signal quality, response to consumer complaints, and billing practices, and has determined that Franchisee's practice has been reasonable in light of community needs; and

WHEREAS, the Town has examined the financial, legal and technical ability of the Franchisee to provide the services, facilities, and equipment as set forth in the proposed Renewal Agreement; and

WHEREAS, the Town has determined that the Franchisee's proposal is reasonable to meet the future cable-related community needs and interests; and

WHEREAS, the Town determined that Franchisee's Cable System is adequate and feasible in full public proceedings affording due process to all parties; and

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the Town a proposal to renew the Initial Franchise to operate a cable System in the franchise Area; and

WHEREAS, following good faith negotiations between the parties, Local Franchise Authority and Franchisee have agreed on the terms for a renewal Franchise under which franchisee will continue to operate its cable Systemin the Franchise Area; and

WHEREAS, the Town has determined that in accordance with the provisions of the Cable Law, the Franchise complies with the New York Public Service Commission's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties to be heard on the proposed Franchise Renewal Agreement was held before the Town on May 19, 2025; and

WHEREAS, the project, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have a significant effect on the environment,

NOW THEREFORE, BE IT RESOLVED, that the Town Board determines that it is in the best interest of the public to award the Franchise Renewal Agreement to the Franchisee; and be it

FURTHER RESOLVED that the Town Board authorizes the Town Supervisor to enter into the Franchise Renewal Agreement with Verizon New York, Inc. and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the Town of Hamburg.

ROLL CALL	VOTE
Supervisor Rybczynski	_____

Councilmember Bogulski _____

Councilmember Comerford _____

Councilmember Farrell-Lorentz _____

Councilmember Kozub _____

4.13. Engineering Out-Of-Town Training - Stormwater

WHEREAS, the Town's SPDES Permit for municipal separate storm sewer system requires that staff in the Engineering Department conduct regular inspection of construction sites that are under State permits for stormwater discharges; and

WHEREAS, Town staff must receive this training every 3 years and both Engineering Department staff members are due to receive this training in the next few months; and

WHEREAS, the WNY Stormwater Coalition is offering a DEC-endorsed training class on Construction oversight and Construction inspection free for municipal employees;

THEREFORE BE IT RESOLVED, that the Town Board approve the out-of-town travel for Robert Haag and Hunter Grad to attend this training in Cheektowaga, NY on Wednesday, June 18, 2025.

The use of a town vehicle is requested.

ATTACHMENTS:

05-19-25 MS4 Erosion Training June 18 2025.pdf

Erosion and Sediment Control Workshop for WNY Stormwater Coalition MS4 Staff

NYSDEC-endorsed 4-hour GP-0-25-001 Training

Sponsors: **Western New York Stormwater Coalition**

Erie County Soil and Water Conservation District



Date: Wednesday, June 18, 2025

Location: Erie County Fire Training Center
Auditorium
3359 Broadway
Cheektowaga, NY 14227

Instructors: Don Stribick, CPESC, Erie County District Conservation Technician
Kelly Emerick, CPESC, Monroe County Soil & Water Conservation District

Time: 8:00 AM Registration
8:30 AM to 1:00 PM Workshop

Cost: No cost for MS4 staff

This workshop is for Western NY Stormwater Coalition members ONLY.

The NYS General Permit for Stormwater Discharges from MS4s (GP-0-24-001) requires all municipal staff that are responsible for SWPPP Review, Construction Oversight and Construction Inspection to attend a DEC-endorsed 4-hour training course every three years.

It is the same workshop that contractors and site inspectors are required to attend to comply with the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-25-001).

What You Will Learn

Learn about why stormwater is a concern. Gather information on the GP-0-25-001 permit and the requirements of Stormwater Pollution Prevention Plans (SWPPPs). Gain knowledge on erosion and sediment control practices and how to perform site inspections. Discover where you can get technical assistance on erosion and sediment control problems.

Online Registration is required by June 10, 2025

WNY Stormwater Coalition 4-Hr Erosion & Sediment Control Course. June 18, 2025 from 8:30 am to 1:00 pm at Erie County Emergency Services Training Facility

Questions: mary.macswan@erie.gov Phone: 716-858-7583

4.14. Ice Rink Phase 4-Construction Assistance

WHEREAS, the Town of Hamburg will require Professional Engineering services to provide Construction Assistance on the technical and design aspects of the Hamburg Ice Rink Renovations Phase 4 project; and

WHEREAS, the Town Engineering Department recommends the hiring of Professional Architects and Engineers experienced and licensed in general, mechanical, electrical and plumbing design and construction to perform this task; and

WHEREAS, DiDonato Associates, Engineering and Architects PC, have submitted a proposal for Construction Assistance with a total contract not to exceed $40,600.00 for specific tasks listed and as needed services when requested by the Engineering Department.

NOW, THEREFORE BE IT, RESOLVED the Town Board authorizes the Supervisor to sign the May 6, 2025, Proposal from DiDonato Associates, Engineering and Architecture P.C.

Funds to be transferred from Fund Balance A.0000.9090 to H.111.1440.0440

ATTACHMENTS:

Ice Arena Phase 4 CA Proposal 5_6.pdf

May 6, 2025

Town of Hamburg
6100 South Park Avenue
Hamburg, New York 14075
Attn: Camie Jarrell

Re: Construction Administration Services for
Locker Rooms and Interior Renovations – Phase 4

Dear Ms. Camie Jarrell:

We are pleased to submit the following proposal for construction administration relative to the above referenced project as described below. The services were not initially included in our proposal fees to the town of Hamburg and are were not included in our contract with the Town of Hamburg.

General Services:

The following construction administration services are included under the 'Not to Exceed' costs in contract amendment:

DiDonato Associates:

- Review of all General Construction submittals
- Respond to contractors RFI's (4 maximum) at the request of the Town
- Reviewing and processing contractor change orders (4 maximum) at the request of the Town
- Attendance at construction meetings (8 maximum) at the request of the Town
- Site visits (4 maximum) at the request of the Town

ME Engineering:

- Review of all MEP submittals.
- Respond to contractors RFI's (4 maximum) at the request of the Town
- Reviewing contractor change orders (4 maximum) at the request of the Town
- Attendance at construction meetings (2 maximum) at the request of the Town
- Site visits (2 maximum) at the request of the Town

Services not included in this contract amendment and the Not to Exceed costs listed below, but can be requested and performed at the hourly rates and mileage listed:

- Presentations to and meetings with Town Board
- Printing services
- Conducting in person bi weekly job meetings and providing meeting minutes
- Review and processing of payment applications from Contractors
- Construction Monitoring and Inspection. DiDonato and their consultants are not responsible for monitoring of construction or inspection or site safety.
- Punch list walk thru after construction completion.

- Special inspections required during construction.
- Commissioning of systems and equipment (i.e., Commissioning Agent/Authority responsibilities).

Not To Exceed costs for General Services work included in this proposal:

- General Services work listed above to be billed hourly against Not to Exceed total based off rates indicated below

DiDonato Associates:	$ 34,500
ME Engineering:	$ 6,100
Not to Exceed Total:	$ 40,600

DiDonato Rates:

Title:	Hourly Rate
Project Manager	$165
Sr Engineer	$140
Project Engineer ASCE V	$124
Intern Architect	$ 98

ME Engineering Rates:

Title	Hourly Rate
Associate/ Manager	$195
Sr Engineer	$175
Project Engineer	$125
Design Engineer	$110

Mileage: $.70 per mile plus time

Services that are requested by the Town during construction will be performed in a timely manner based on staffing availability.

We appreciate the opportunity to submit this proposal and look forward to working with you on the next phase of this project. Please sign and return one copy of this letter if you are in agreement. If you have any questions regarding this proposal or need further clarification, please do not hesitate to call.

Sincerely,

DiDonato Associates, Engineering and Architecture, P.C.

Michael W. Banks, AIA
Vice President - Architecture

Acceptance:

SIGNED:_____ DATE: _____

DiDonato Associates Engineering & Architecture PC - TERMS & CONDITIONS

Performance of Services:

DiDonato Associates Engineering & Architecture PC (DA) shall perform the services outlined in the attached proposal in consideration of the stated fee and payment terms. All services performed shall be consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances.

Billings/Payments:
Invoices for DA services will be submitted on a monthly basis. Invoices are due upon presentation and shall be payable in United States Dollars (USD) within 30 days of the invoice date.

Access to Site:
Unless otherwise stated, DA shall have access to the site for activities necessary for the performance of the services. DA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage due to site investigations and exploratory work.

Indemnification:
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless DA, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Neither the Client nor DA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, nor will either party be subject to consequential damages.

Certifications, Guarantees and Warranties:
DA shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence of DA cannot ascertain.

Ownership of Documents:
All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by DA are instruments of service under this agreement and shall remain the property of DA, and may not be used by the Client for any other endeavor without the written consent of DA. DA shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Dispute Resolution:
Any claims or disputes made during design, construction or post-construction between the Client and DA shall be submitted to non-binding mediation. Client and DA agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Termination of Services:
This agreement may be terminated by the Client or DA should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay DA for all services rendered to the date of termination including all reimbursable expenses.

Assignment:
Neither Client nor DA shall transfer, sublet or assign any rights or interest to the proposed services, including, but not limited to monies that are due or monies that may be due, without the prior written consent of the other party, except that DA can hire subconsultants as is usual and customary in the execution of this agreement.

Changes in Scope and Schedule:
DA shall not be responsible for additional services resulting from significant changes in the scope, extent, or complexity of any portions of the Project designed or specified by DA caused by changes in Owner's schedule, Contractor's Schedule, length of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations or Codes enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond DA's control.

FEE (S):
The total fee, whether itemized or stated lump sum, shall be understood to be based upon services outlined in the agreement exclusive of reimbursable expenses such as blueprinting, deliveries, travel, etc. A 10% administrative handling charge will be assessed on all reimbursable expenses. Where the fee agreement is to be on an hourly basis, or additional services beyond the original scope are requested, the hourly rates shall be those that prevail at the time services are rendered. Should any dispute arise during performance of this contract, the Client remains obligated to pay for all fees and reimbursable expenses earned for services completed.

HIDDEN CONDITIONS:
A condition is hidden if concealed by existing finishes, furniture, equipment, etc. or is not capable of investigation by responsible visual observation. The Client is responsible for all risks associated with hidden conditions, and DA shall not be responsible for existing hidden conditions nor any resulting consequences, damages, or claims.

APPLICABLE LAW:
Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of DiDonato Associates Engineering & Architecture PC

Initial here: _____ **(DA)** _____ **(Town of Hamburg)**

4.15. Ice Arena Phase 4 - Electrical Award

WHEREAS, the Town of Hamburg advertised for bids for the Hamburg Ice Rink Arena Locker Room and Interior Renovations – Phase IV **ELECTRICAL CONSTRUCTION** and received no bids; and

WHEREAS, the Engineering Department directly contacted several electrical contractors to obtain pricing on the project; and

WHEREAS, the pricing received has been reviewed by the Town Engineer who determined that **INDUSTRIAL POWER AND LIGHTING CORP. (IPL)** is a qualified and responsible firm and recommended that the contract be awarded to them.

NOW,THEREFORE BE IT, RESOLVED, that the electrical contract for this project is awarded to **INDUSTRIAL POWER AND LIGHTING CORP. (IPL)** in the amount of $118,700.00 for the base bid and the alternate, that the Town Supervisor is authorized to sign the contractual agreement with their firm and issue the Notice of Award and Notice to Proceed at the appropriate times.

Funds to be transferred from Fund Balance A.0000.9090 to H.111.7185.0303

4.16. Community Senior Center Advertisement for Bid

WHEREAS the Town of Hamburg has progressed a project for the construction of a new Community Senior Center at Town Recreational Property 2982 Lakeview Road, and

WHEREAS, Carmina Wood Design has prepared Contract Documents, Specifications and Drawings for the project to be publicly bid;

BE IT RESOLVED that the Town Clerk is authorized to advertise for sealed bids entitled "**Town of Hamburg Community Senior Center, Project 2025-03 (G, M, E, or P)"**

Project bid documents will be ready for viewing on June 2, 2025, and the notice will be published on June 6, 2025;

Sealed separate bids will be received at Hamburg Town Hall, Town Clerk's Office, 6100 South Park Ave, Hamburg, New York, 14075, and said bid will be publicly opened and read aloud on Friday, June 27, 2025 in Conference Room 7 A/B (downstairs) at 11:30 AM. Mailed bids should be sent to: Town of Hamburg, 6100 South Park Ave, Hamburg, NY 14075, (clearly marked) **Attn: TOWN CLERK, Bid Enclosed – Town of Hamburg Community Senior Center, Project G, M, E or P,**

Funds to be transferred from Fund Balance to H.119.7020.0303 pending Bond issuance

4.17. Big Tree Volunteer Fire Co. New Members- Carusso, Pusateri and Stonier

RESOLVED that the Hamburg Town Board does hereby approve the request of the Big Tree Volunteer Fire Co. to add to the ranks of their membership the individuals as follows:

Samuel Caruso

Jeffrey Pusateri

Ralph Stonier

ATTACHMENTS:

DOC051525-002.pdf

Big Tree Volunteer Firemen's Co., Inc.

Organized 1936

FILED IN THE
TOWN CLERKS OFFICE
2025 MAY 15 A 9:33
HAMBURG, NEW YORK

Hamburg Town Board
Hamburg Town Hall
6100 South Park Ave.
Hamburg, New York 14075

May 7, 2025

Dear Board Members,

We respectfully request permission of the Town Board to accept the following applicants into the membership of the Big Tree Volunteer Firemen's Company, Inc. during the year of 2025.

Samuel Caruso
20 W. Canyon Dr.
Hamburg, New York 14075
(Member with Restrictions)

Jeffrey Pusateri
3617 Lake Ave
Apt.1
Blasdell, New York 14219

Ralph Stonier
4124 Stockton Lane
Hamburg, New York 14075

Thank you for your cooperation.

Sincerely,

Carol R. Covert

Carol R. Covert
Secretary

RECEIVED
MAY 15 2025

4.18. Lake Avenue Corridor Plan

WHEREAS, in 2023, the Erie County Department of Environment and Planning announced the availability of a total of $350,000 for municipalities for the purposes of creating and updating municipal planning documents and undertaking planning and related studies focused on economic development; and

WHEREAS, the intent of these funds was to address emerging issues, comprehensively plan for municipalities, and to conduct the planning necessary to better address community needs; and

WHEREAS, the Town of Hamburg received a $20,000 award from Erie County with a $20,000 match from the Town to commission a Corridor Plan for Lake Avenue to enhance safety and street vitality from South Park Avenue to McKinley Parkway; and

WHEREAS, the Town of Hamburg selected Gobike Buffalo as the consultant to lead the project; and

WHEREAS, this project is in direct continuity with the Active Mobility Action Plan and Gobike Buffalo has fulfilled their contractual obligations and provided a final report for the Lake Ave Corridor Project; and

WHEREAS, The Town of Hamburg has read, reviewed, and agreed with the information presented in the report.

NOW, THEREFORE BE IT, RESOLVED, that the Hamburg Town Board accepts the Lake Ave Long Term Vision Report Plan, as prepared by Gobike Buffalo; and

BE IT FURTHER RESOLVED, that the Hamburg Town Board authorizes the Planning Department and Finance Department to prepare the final materials to be sent to Erie County to fulfill the requirements of the grant.

4.19. Formation of Idlewood Water Distribution District

WHEREAS, the Idlewood Subdivision, located within the Town of Hamburg, County of Erie, New York (the "Town"), consists of single-family residential homes located in a loop formed by West Arnold Drive; and

WHEREAS, the water system serving the Idlewood Subdivision was constructed in the 1950s and consists of an 8-inch distribution main with two 8-inch branches, 5/8-inch water services and two fire hydrants; and

WHEREAS, based on its age, an increasing number of leaks, and having only two fire hydrants, the existing Idlewood Subdivision water distribution system is nearing the end of its useful life and its ability to provide reliable potable water and fire service to residents could become compromised; and

WHEREAS, the Town Board of the Town of Hamburg (the "Town Board") has determined that upgrades to the Idlewood Subdivision water distribution system, to be designed in accordance with Erie County Water Authority standards and New York State Department of Health (DOH) Recommended Standards for Water Works, would benefit the residents of the Idlewood Subdivision; and

WHEREAS, Article 12-a of the New York Town Law authorizes the Town Board to establish improvement districts, including water supply districts.

WHEREAS, the Town Board, pursuant to Article 12-a of the Town Law, desires to establish the Idlewood Subdivision Water Distribution District ("District") in the Town to facilitate providing the residents of the District with a safe and adequate public water supply; and

WHEREAS, by Resolution dated September 9, 2024, the Town Board directed Nussbaumer & Clarke, Inc. ("Engineer"), competent engineers duly licensed by the State of New York, to prepare a general map, plan and report pursuant to the requirements of Town Law § 209-c to support the establishment of the District ("Map, Plan and Report"); and

WHEREAS, Engineer has prepared and delivered the Map, Plan and Report for Water District Formation, Idlewood Subdivision to the Town on May 13, 2025; and

WHEREAS, Town Law § 209-c requires that the Map, Plan and Report be filed in the Office of the Town Clerk and be available for public inspection in the Town Clerk's Office; and

WHEREAS, the formation of the District will require the Town to comply with the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law and its implementing regulations at 6 NYCRR Part 617; "SEQRA"); and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board directs that the Map, Plan and Report be filed in the Office of the Town Clerk and be available for public inspection; and

4.20. Chapter 280 Various Zoning Amendments Referral to Town Board

WHEREAS, the Hamburg Town Code contains and specifies the local laws and ordinances of the Town of Hamburg; and

WHEREAS, the Hamburg Code Review Committee has reviewed various regulations of Chapter 280 based on issues raised by the Building Department and Planning Department, and has sent these suggested revisions for the Town Board to begin the adoption process; and

WHEREAS, pursuant to Municipal Home Rule Law, the Town Board is proposing to enact a local law as follows:

Be it enacted by the Town Board of the Town of Hamburg, New York, that the Hamburg Town Board amends the Hamburg Town Code as follows (full copies attached):

- Amend Chapter 280, Article XLV (Zoning Board of Appeals), by amending § 280-17, entitled "Procedures".

- Amend Article XXXV (Site Requirements for Off-Street Parking Spaces), by amending § 280-235 entitled "Setback".

- Amend Chapter 280, Article LVII (MU1 Mixed-Use District 1), by amending § 280-407 "Permitted Uses", § 280-408 "Prohibited Uses", § 280-409 "Bulk requirements", and § 280-410 entitled "Off street parking; signs".

- Amend Chapter 280, Article LIX (Adult-Use Cannabis), by amending § 280-422 "Definitions", § 280-424 "Permitting requirements for adult-use cannabis retail dispensaries", and § 280-426 "Permitting requirements for microbusinesses".

- Remove Article XXIII (Southern Hamburg Overlay District) in its entirety.

NOW, THEREFORE, BE IT RESOLVED, that the Hamburg Town Board hereby entertains these

proposed local law amendments and authorizes the referral of these proposed law amendments to Erie County, and to the Hamburg Planning Board for its review and recommendation, and sets a public hearing for June 16, 2025, at 7 pm in the Court Room of Hamburg Town Hall.

Town Board of the Town of Hamburg
May 19, 2025 Meeting

4.21. South Park Corridor Multimodal Revitalization Project - Design Firm Selection

WHEREAS, the Town of Hamburg received funding for the South Park Corridor Multimodal Revitalization Project; and

WHEREAS, the Town contacted multiple firms off NYS's Local Design Services Agreement list for the design portion of the project and received 7 proposals; and

WHEREAS, the selection committee reviewed the proposals and interviewed their top 3 candidates; and

WHEREAS, the selection committee is recommending the Town Board select **BARTON & LOGUIDICE** for the project.

NOW THEREFORE BE IT RESOLVED, that the Town Board does hereby select **BARTON & LOGUIDICE** for the South Park Corridor Multimodal Revitalization Project and authorizes the selection committee to begin definition of the scope of work and budget.

4.22. TSAB -No Parking Sign Recommendation

WHEREAS, the Traffic Safety Advisory Board has received complaints of cars parking on the curve on Dickens Rd. to Old Milestrip Road, creating a dangerous situation, and

WHEREAS, the Town of Hamburg Traffic Safety Advisory Board, reviewed all the information provided and voted to recommend that NO PARKING ANY TIME sign be installed on Dickens Rd., extending the NO PARKING zone on Old Milestrip, approximately 200 feet around the curve, and

NOW THEREFORE BE IT RESOLVED, that the Hamburg Town Board authorizes the installation of NO PARKING ANYTIME sign be installed, and

BE IT FURTHER RESOLVED that the Town of Hamburg Traffic Safety Coordinator shall generate the required Work Order for the project to be completed.

Funds available in account DB 5110.0205

4.23. Milestrip Road Bridge Construction Administration/Inspection Services

WHEREAS, the Town of Hamburg engaged Didonato Associates, Engineering and Architects PC for construction administration and full-time inspection on the Milestrip Road Bridge project; and

WHEREAS, the project construction has surpassed the original duration and work is not complete, so additional services are required from Didonato Associates,

NOW THEREFORE BE IT RESOLVED the Town Board authorizes the Supervisor to sign the supplemental request dated May 14, 2025, from DiDonato Associates, Engineering and Architecture P.C. in the amount not to exceed $117,820.05 for up to three additional months of services.

Funds available DA.5120.456.301

ATTACHMENTS:

ToH- MilestripReplacement-CACI-Supplement Request-2025_0514.pdf

May 14, 2025

Town of Hamburg
Engineering & Building Department
6100 South Park Avenue
Hamburg NY 14075

Attn: Ms. Camie Jarrell

Re: Supplement Request for Construction Administration / Inspection Services
Milestrip Road Bridge Replacement
Town of Hamburg, New York

Dear Ms. Jarrell:

Pursuant to your request, DiDonato is requesting a supplement to the current CA/CI Contract for the Milestrip Road Bridge Replacement project. This supplement is required to provide inspection and engineering assistance for the on-going work. To provide engineering and inspection services for the remainder of the work we propose the following estimated fees and hourly rates.

ASSUMPTIONS:

1. The estimated supplement fee is based on the following hourly assumptions to complete the remainder of the work:
   A. Construction Inspection:
      a. Inspector: 12 weeks at 50 hours/week = 600 Hours
      b. Office Engineer: 12 weeks at 10 hours/week = 120 Hours
   B. Construction Assistance:
      a. Project Manager: 16 Hours (Includes 3 meetings)
      b. Project Engineer: 80 Hours
   C. Project Closeout:
      a. Project Manager: 12 Hours
      b. Project Engineer: 24 Hours
      c. Senior CAD Operator: 24 Hours

ADDITIONAL SERVICES:

Services that may be required or requested by the Owner/Architect that will be considered additional work are as follows:

1. Significant design changes during construction.
2. Additional Meetings.
3. Additional CA/CI services required should the length of construction extend beyond the estimated time listed in assumptions.

FEE SCHEDULE:

1. An allowance of $10,000 is included in the estimated fee below for testing services during construction.

2. The supplement will be billed on actual hours worked based on the following rates:
   - A. Project Manager: $170.00/hour
   - B. Project Engineer: $125.00/hour
   - C. Senior CAD Operator: $125.00/hour
   - D. Inspector: $105.00/hour
   - E. Office Engineer: $133.00/hour

3. The following is a breakdown of the estimated not to exceed fee for the supplemental request:
   - A. Construction Inspection: $78,960.00
   - B. Construction Assistance: $12,720.00
   - C. Project Closeout: $8,040.00
   - D. Field Testing Services Allowance: $10,000.00
   - **E. Total Estimated Fee: $109,720.00**

4. The current contract amount of $99,390.00 has been exceeded by $8,100.05 based on hours worked through May 10, 2025. This amount is included in the estimated fee below as a lump sum cost. All work after 5/10/2025 would be billed under the new supplement.
   - A. Estimated Fee from above: $109,720.00
   - B. Overage on current project: $8,100.05 (1-time lump sum)
   - **C. Total Not to Exceed Fee: $117,820.05**

If you have any questions regarding this supplemental request to the current CA/CI contract for the Milestrip Road Bridge Replacement or need further clarification, please do not hesitate to call.

Very truly yours,
DiDonato Associates, Engineering and Architecture, P.C.

Jeffrey J. Blank, P.E.
Vice President – Structural Bridge Design

Agreed to by:
Authorized Signature: _____ Date:_____

4.24. Town of Hamburg Safe Streets and Roads for All (SS4A) Grant Application

WHEREAS, the (FY) 2025 SS4A is a grant program awarded on a competitive basis to support planning, infrastructure, and behavioral and operational initiatives to prevent fatalities and serious injuries on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators, and

WHEREAS, the Town of Hamburg has identified the need for infrastructure improvements to enhance safety for motorists, pedestrians, and bicyclists, and

WHEREAS, the proposed Hamburg Waterfront Multimodal Revitalization Project will focus on multimodal enhancements, traffic safety initiatives, economic development, and community connectivity along Lake Shore Road (NY 5) from Hamburg Beach to the Lake Erie Seaway Trail Center.

NOW, THEREFORE, IBE IT RESOLVED, the Hamburg Town Board authorizes EECG Consulting to prepare and submit a grant application to the United States Department of Transportation on behalf of the Town of Hamburg for this grant opportunity, and

BE IT FURTHER RESOLVED THAT, if the grant is awarded, the Town of Hamburg will commit to the 20% match required for the development and implementation of the proposed project, and additionally, the Town of Hamburg will designate EECG Consulting to manage the grant on behalf of the Town of Hamburg.

4.25. B&G PAF

BE IT RESOLVED, that the Town Board approves the termination and hiring of the following employees in Buildings & Grounds.

ATTACHMENTS:

DOC051525.pdf

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Department- Buildings & Grounds

Department Head Signature _____

Supervisor Signature _____ Date 5-15-25

TOWN BOARD MEETING OF MAY 19, 2025

PAGE 1 of 1

I request that a Town Board Resolution be adopted approving the following personnel action:

#	Emp #	Emp Name	N or R	Position	Start date	Full time hrly rate	PT/Sea/temp hrly rate	Term date
1	5084	Cal Tomaka	R	Seasonal Laborer/A.7140.102	5/22/2025		$16.00	
2	5331	Brycen Roberts	R	PT Laborer/A.7140.102	5/22/2025		$16.00	
3		Owen Allaire	N	Seasonal Laborer/A.7140.102	5/22/2025		$16.00	
4	5202	Rory Cook		PT Laborer/A.7183.102				5/20/2025
5	5202	Rory Cook	R	Seasonal Laborer/A.7183.102	5/21/2025		$16.00	
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4.26. Approve PAF for Finance & Administration Department

RESOLVED, that the Town Board approves the attached PAF for the Finance & Administration Department. Funds are available in A1430.102 and A1310.102.

ATTACHMENTS:

DOC051525-004.pdf

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: 5/14/2025 Department: Finance

Department Head Signature P.t h

Supervisor Signature C. Rutkowski Date: 5/15/25

TOWN BOARD MEETING OF 5/19/2025

PAGE 1 of 1

I request that a Town Board Resolution be adopted approving the following personnel action:

#	Emp #	Emp Name	N or R	Position	Start date	Full time hrly rate	PT/Sea/temp hrly rate	Term date
1	5347	Lily Mackiewicz		Clerk Typist/PT			$17.34	5/19/2025
2	5347	Lily Mackiewicz		Clerk Typist/Seasonal	5/20/2025		$20.00	
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rev 03/14

4.27. PAF - Youth, Recreation & Senior Services

BE IT RESOLVED, that the Town Board approve the termination and hiring of personnel for the Youth, Recreation & Senior Services Department as follows:

ATTACHMENTS:

PAF - Youth, Recreation & Senior ServicesÂ

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: 5/15/25 Department: Youth, Recreation, Senior Services

Department Head Signature:

Supervisor Signature: Date:

TOWN BOARD MEETING OF 5/19/25

PAGE 1 of 2

I request that a Town Board Resolution be adopted approving the following personnel action:

#	Emp #	Employee Name	N or R	Position	Start date	Full time hourly rate	PT/Sea/temp hourly rate	Termination Date
1	5151	Barton, Virginia		Rec Attd-A6780-Seas.				6/6/2025
	5151	Barton, Virginia	R	Rec Attd-A6780-P/T	6/7/25		$16.50	
2	2851	Bermingham, James		Rec Attd-A7180-P/T				5/31/2025
	2851	Bermingham, James	R	Rec Attd-A7180-Seas.	6/1/25		$17.25	
	5372	Best, Sara		Rec Attd-A7184-P/T				5/31/2025
	5372	Best, Sara	R	Rec Attd-A7310-Seas.	6/1/25		$15.50	
	5099	Best, Sydney		Rec Attd-A7184-P/T				5/31/2025
	5099	Best, Sydney	R	Rec Attd-A7310-Seas.	6/1/25		$15.50	
	5328	Brown, Piper	R	EMT-A7184-Seas.	5/20/25		$18.00	
	5255	Buffum, Abigail		Rec Attd-A7184-P/T			$15.50	5/17/2025
	5255	Buffum, Abigail	R	Rec Attd-A7184-Seas.	5/18/25		$16.00	
	5194	Cole, Grace		Rec Attd-A7310-P/T				5/31/2025
	5194	Cole, Grace	R	Rec Attd-A7310-Seas.	6/1/25		$16.00	
	5159	Collins, Ryan		Rec Attd-A7182-P/T			$15.50	5/17/2025
	5159	Collins, Ryan	R	Rec Attd-A7182-Seas.	5/18/25		$17.00	
		Cook, Madalyn	N	Rec Attd-A7310-Seas.	5/20/25		$15.50	
	5333	Evertt, Haley		Rec Attd-A7310-P/T			$15.50	5/17/2025
	5333	Evertt, Haley	R	Rec Attd-A7184-Seas.	5/18/25		$16.00	
	5256	Gorman, Olivia		Rec Attd-A7310-P/T				5/31/2025
	5256	Gorman, Olivia	R	Rec Attd-A7310-Seas.	6/1/25		$15.50	
	5163	Haefner, Patrick		Rec Attd-A7182-P/T				5/17/2025
	5163	Haefner, Patrick	R	Rec Attd-A7182-Seas.	5/18/25		$15.50	

rev 03/14

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: 5/15/25 Department: Youth, Recreation, Senior Services

Department Head Signature: _____

Supervisor Signature: _____ Date: _____

TOWN BOARD MEETING OF 5/19/25

PAGE 2 of 2

I request that a Town Board Resolution be adopted approving the following personnel action:

#	Emp #	Employee Name	N or R	Position	Start date	Full time hourly rate	PT/Sea/temp hourly rate	Termination Date
	5362	Herman, Garrett		Rec Attd-A7184-P/T				5/17/2025
	5362	Herman, Garrett	R	Rec Attd-A7182-P/T	5/18/25		$15.50	
		Linn, Emily	N	Rec Attd-A7310-Seas.	5/22/25		$15.50	
	5122	Massey, Morgan		Rec Attd-A7184-P/T				5/31/2025
	5122	Massey, Morgan	R	Rec Attd-A7180-P/T	6/1/2025		$15.50	
	5257	McDonnell, Madelyn	R	Rec Attd-A7180-Seas.	5/20/25		$15.50	
	5271	Meade, Juliana	R	Lifeguard-A7180-Seas.	5/21/25		$17.00	
		O'Brien, Ryleigh	N	Rec Attd-A7184-Seas.	5/20/25		$15.75	
	5337	Rautenstrauch, Garrett		Rec Attd-A7310-P/T			$15.50	5/17/2025
	5337	Rautenstrauch, Garrett	R	Rec Attd-A7184-Seas.	5/18/25		$16.00	
	5093	Schwarzkopf, Emma		Rec Attd-A7310-P/T			$15.50	5/17/2025
	5093	Schwarzkopf, Emma	R	Rec Attd-A7184-Seas.	5/18/25		$16.00	
		Schwarzkopf, Grace	N	Rec Attd-A7184-Seas.	5/20/25		$15.75	
	5193	Shea, Christopher		Rec Attd-A7310-P/T			$15.50	5/31/2025
	5193	Shea, Christopher	R	Rec Attd-A7184-Seas.	6/1/25		$16.00	
	4186	Sullivan, Amanda	R	Rec Attd-A7310-Seas.	6/16/25		$17.50	
	4937	Wattie, Alan		Van Driver-A6772-P/T				6/15/2025
	4937	Wattie, Alan	R	Van Driver-A6772-Seas.	6/16/25		$16.50	
	5162	Webber, William		Rec Attd-A7310-Seas.				5/17/2025
	5162	Webber, William	R	Rec Attd-A7182-Seas.	5/18/25		$16.50	

4.28. Town of Hamburg Community Senior Center SEQR Neg Dec Resolution

WHEREAS, the Town of Hamburg is proposing a Town Community Senior Center to be located at 2982 Lakeview Road; and

WHEREAS, the Town of Hamburg Town Board has hired a consultant, Carmina Wood Design, who has completed plans and provided other applicable materials necessary to complete the SEQR process for the development of a Town Community Senior Center to be located at 2982 Lakeview Road; and

WHEREAS, pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act - SEQR) of the Environmental Conservation Law, the Hamburg Town Board conducted a coordinated environmental (SEQR) review for this action to establish itself as SEQR Lead Agency; and

WHEREAS, in accordance with Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act - SEQRA) of the Environmental Conservation Law, the Town of Hamburg Town Board has reviewed Part 1 of the FEAF and correspondence received from County and NYS agencies, and has completed Parts 2 and 3 of the FEAF, reviewed the criteria for determining significance in accordance with Section 617.7 of SEQR, and documented their analysis in an expanded part 3 document.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

The Hamburg Town Board establishes itself as Lead Agency, and in accordance with the State Environmental Quality Review Act (SEQRA) has determined that the proposed Town of Hamburg Community Senior Center project will not adversely affect the natural resources of the State and/or the health, safety, and welfare of the public and is consistent with social and economic considerations and, therefore, issues a SEQRA Negative Declaration in accordance with Section 617.7 of the SEQRA regulations; and

BE IT FURTHER RESOLVED THAT, the Supervisor is authorized to sign the Environmental Assessment Form (FEAF Parts 1, 2, and 3), which will act as the Negative Declaration, and that these materials be placed in the Town files.

ATTACHMENTS:

Hamburg Community Center Part 3 FEAF.pdf
Hamburg Community Center Part 2 FEAF.pdf

Hamburg Community Center Part 1 FEAF.pdf

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See the expanded Part 3 analysis.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Hamburg Town Board as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Hamburg Community Center	
Name of Lead Agency: Hamburg Town Board	
Name of Responsible Officer in Lead Agency: Catherine Rybczynski	
Title of Responsible Officer: Town Supervisor	
Signature of Responsible Officer in Lead Agency:	Date:
Signature of Preparer (if different from Responsible Officer)	Date:

For Further Information:

Contact Person: Joshua Rogers

Address: 6100 South Park Avenue, Hamburg, NY 14075

Telephone Number: 716-649-6111 ext. 2384

E-mail: jrogers@townofhamburgny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____ _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	□	□
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	□	□
c. Other impacts: _____ _____		□	□

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☑
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	□	□
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	□	□
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	□	□
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	□	□
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	□	□
j. Other impacts: _____ _____		□	□

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	□	□
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	□	□
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	□	□
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	□	□
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	□	□
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	□	□
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	□	□
h. Other impacts: _____		□	□

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☑	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☑
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☑	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☑
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☑	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☑	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☑	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☑	☐
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☑
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy. ☐ NO ☑ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☑	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☑	☐
e. Other Impacts: _____ _____		☐	☐

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	□	□
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	□	□
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	□	□
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	□	□
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	□	□
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	□	□
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	□	□
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	□	□
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	□	□
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	□	□
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	□	□
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	□	□
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES

(See Part 1. C.1, C.2. and C.3.)

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☐ NO ☑ YES

(See Part 1. C.2, C.3, D.2, E.3)

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☑	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☑
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☑	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☑	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☑	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☑	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Hamburg Community Center		
Project Location (describe, and attach a general location map): 2982 Lakeview Road, Hamburg, NY 14075		
Brief Description of Proposed Action (include purpose or need): The proposed action consists of the construction of a new, 19,490+/- s.f. Community Center for the Town of Hamburg located at 2982 Lakeview Road. The Community Center will include a gym, fitness center, kitchen, cafeteria, activity/classrooms and a multi-purpose room. Construction will also include associated parking, storm water management and on-site utility improvements including upgrades to the existing septic system.		
Name of Applicant/Sponsor: Town of Hamburg c/o Camie Jarrell	Telephone: 716-649-6111 E-Mail: cjarrell@townofhamburgny.gov	
Address: 6100 South Park Avenue		
City/PO: Hamburg	State: NY	Zip Code: 14075
Project Contact (if not same as sponsor; give name and title/role): Carmina Wood Design c/o Chris Wood (Project Engineer)	Telephone: 716-842-3165 E-Mail: cwood@carminawooddesigncom	
Address: 80 Silo City Row, Suite 100		
City/PO: Buffalo	State: NY	Zip Code: 14203
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes ☐No		
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board (site plan)	TBD
c. City, Town or Village Zoning Board of Appeals ☐Yes ☐No		
d. Other local agencies ☐Yes ☐No		
e. County agencies ☑Yes ☐No	ECDOH (septic), ECWA (backflow)	TBD
f. Regional agencies ☐Yes ☐No		
g. State agencies ☑Yes ☐No	NYSDEC (SPDES)	TBD
h. Federal agencies ☐Yes ☐No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes ☐No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes ☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
NC - Neighborhood Commercial General Residence District

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Hamburg Central School District

b. What police or other public protection forces serve the project site?
Hamburg Police Department

c. Which fire protection and emergency medical services serve the project site?
Lakeview Fire District

d. What parks serve the project site?
Hamburg Town Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Recreational

b. a. Total acreage of the site of the proposed action? 35.8+/- acres
b. Total acreage to be physically disturbed? 4.6+/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 219.7+/- acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☑ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 30 height; 130 width; and 190 length

iii. Approximate extent of building space to be heated or cooled: 20,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No

If Yes,

i. Purpose of the impoundment: storm water mangament

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Storm water runoff

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: TBD acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

earth fill/excavation

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☑ No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____

v. What is the total area to be dredged or excavated? _____acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☑ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: 5,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑ Yes ☐ No

If Yes:

- Name of district or service area: Erie County Water Authority
- Does the existing public water supply have capacity to serve the proposal? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No
- Do existing lines serve the project site? ☑ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☑ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑ No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: 5,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

sanitary wastewater (septic system)

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☑ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

on-site waste water treatment system

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 2.0 acres (impervious surface)

_____ Square feet or 35.8 acres (parcel size)

ii. Describe types of new point sources. storm pipe, swales

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

on-site stormwater management system

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☑Yes ☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☑ Evening ☑Weekend ☑ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing 144 Proposed 303 Net increase/decrease +159

iv. Does the proposed action include any shared use parking? ☐Yes ☑No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☑No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☑No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7 a.m. - 6 p.m.
- Saturday: As needed
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: TBD
- Saturday: TBD
- Sunday: TBD
- Holidays: TBD

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Typical construction noise during hours of operation listed

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Parking lot light poles mounted at 15 feet. Fixtures will be dark sky complaint and directed so as to not shed light on adjacent properties.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☑ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Parkland

ii. If mix of uses, generally describe:

The project site currently consists of baseball diamonds, an ice rink and BMX park. Surrounding properties include forests and residential properties.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	6.8	8.8	+2.0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	29.0 (including sports fields)	27.0	-2.0
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☑ Yes ☐ No

i. If Yes: explain: site includes baseball diamonds, ice rink and BMX park

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☑ No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? > 6.5 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

Darien silt loam	67 %
Farnham channery silt loam	27 %
Derb silt loam	6 %

d. What is the average depth to the water table on the project site? Average: 1.5 feet

e. Drainage status of project site soils:

☐	Well Drained:	_____% of site
☐	Moderately Well Drained:	_____% of site
☑	Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	100 % of site
☐	10-15%:	_____% of site
☐	15% or greater:	_____% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☑ No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: typical of forest

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No

If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑ Yes ☐ No
If Yes:
i. CEA name: 18 Mile Creek
ii. Basis for designation: Exceptional or unique character
iii. Designating agency and date: Agency:Hamburg, Town of, Date:4-23-92

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date_____

Signature_____ Title_____

PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	18 Mile Creek
E.3.d.ii [Critical Environmental Area - Reason]	Exceptional or unique character
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Hamburg, Town of, Date:4-23-92
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No