Agenda

Brad M. Rybczynski Town Clerk

Town Board of the Town of Hamburg

July 7, 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:
   5.19.25 Town Board Regular Meeting

4. **Agenda Items**

4.1. Proclamation Congratulating Tracey Haffner-Haney on her Retirement

4.2. Increase Fines for Violation of The Parking Permit Ordinance

4.3. Town of Hamburg Police Command Officer's MOA

4.4. Police-New Hire Driscoll

4.5. Police-New Hire Lakeman

4.6. Police-New Hire Fusco

4.7. Police-New Hire Waldman

4.8. Idlewood Subdivision Water Distribution District Public Hearing Resolution

4.9. Hunt Real Estate Agreement extension

4.10. Big Tree Volunteer Fire Company Member Requests

4.11. Local Law #3, 2025 Adoption Resolution

4.12. Local Law #5, 2025 Referral to Planning Board and PH Resolution

4.13. Local Law #6, 2025 Referral to Planning Board and PH Resolution

4.14. Authorization to Upgrade to Alpine Cloud Hosting for Fire Dispatching Software

4.15. Highway Personnel

4.16. Approve Appointment to the Vacant full-time Senior Clerk Typist position in the Building Inspection Department

4.17. Taylor Road Alcohol Waiver Requests

4.18. National Recreation & Parks Month- Designation of July as Parks and Recreation Month

4.19. CFA -Buffalo Bills NFL Stadium Economic Impact Area Pre-Development Project (GR-029)

4.20. CFA-Blasdell Community Brownfield Opportunity Area (BOA) Nomination (GR-030)

4.21. CFA-Hamburg Waterfront Multimodal Revitalization Design Project (GR-031)

4.22. Code Enforcement School

4.23. Town Hall Parking Lot Design Change Order #2

4.24. Highway Budget Amendment

4.25. TB Resolution to Extend a 6-Month Pause to Not Entertain NC or R-3 Rezonings

4.26. Chapter 80 Referral to Planning Board and Public Hearing

4.27. Health and Safety Coordinator

4.28. Youth, Recreation & Senior Services PAF

4.29. B&G PAF

4.30. Highway Surplus Equipment Auction

4.31. Approve Supervisor to sign PO17 for Administrative Aide-Police (Administrative Assistant to Chief of Police)

4.32. Town-wide Refuse and Garbage District MPR Proposal Authorization Resolution

4.33. Payment for Completion of Fiber Relocation Project

4.34. Pleasant Woods Subdivision Completion and Acceptance

5. Public Comment

6. Meeting is adjourned by Supervisor

4.1. Proclamation Congratulating Tracey Haffner-Haney on her Retirement

WHEREAS, the Town of Hamburg acknowledges the retirement of Tracey Haffner-Haney after 36 years as a dedicated, hardworking, loyal employee who always had the best interest of her co-workers and the Town of Hamburg at heart; and

WHEREAS, she has been an invaluable asset to the Building Inspection Department with her impeccable record keeping and her tireless hours of logging thousands of permits; and

WHEREAS, she was the first person who would greet the residents, general contractors, plumbers, electricians, etc. as they entered the Building Inspection Office and she was always willing to assist the Code Enforcement Officers at the counter; and

WHEREAS, she was an integral part of the Town of Hamburg dealing with winter storms, as she would coordinate with the Public Safety Dispatch Office to ensure the safety of town residents; and

WHEREAS, Tracey was the CSEA White Collar Union President for over 20 years, where she always had the best interest of her fellow employees; and

NOW, THEREFORE, BE IT RESOLVED, that the Hamburg Town Board thanks Tracey for her dedicated service to the people of the Town of Hamburg and wishes her well as she enjoys her retirement traveling to Amish country with her husband Ed, going on vacations, taking care of her dog Kahlua, family time, not getting constantly lost in the Village of Hamburg; and

BE IT FURTHER RESOLVED, that our friend and colleague, Tracey Haffner-Haney, we say thank you for a job well done.

4.2. Increase Fines for Violation of The Parking Permit Ordinance

WHEREAS, the Town Board of the Town of Hamburg, NY has adopted a provision in the code of ordinances which took effect September 1963, and

WHEREAS, this provision required all Hamburg residences to purchase a permit to visit the Town of Hamburg beach, and

WHEREAS, this ordinance, Article III Chapter 70-3 states "Violation of any section of this chapter shall be declared an offence and subject to of fine of not more than $50-or 10-days imprisonment or both", and

WHEREAS, it has been reported to the Town Board of the Town of Hamburg that the recent number of violations is estimated to be approximately 100 a week, and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Hamburg deems it necessary to increase the fees to deter further violations, and be it

FURTHER RESOLVED, that the Town Board sees fit to increase the fees from the current $50 to $300 per violation, and be it

FURTHER RESOLVED, that this increase become effective July 8, 2025, at 12:01 am.

4.3. Town of Hamburg Police Command Officer's MOA

RESOLVED, the Hamburg Town Board hereby ratifies the Memorandum of Agreement between the Town of Hamburg and the Town of Hamburg Police Command Officer's Association for the term beginning on December 16, 2024 and extending through December 31, 2028, which was approved on December 2, 2024, signed by both parties, and posted on the Town's website for public access at that time {both the approval resolution and memorandum of agreement}.

ATTACHMENTS:

DOC070325-001.pdf

Memorandum of Agreement

Between

The Town of Hamburg and
The Town of Hamburg
Police Command Officers Association

TERM

Amend Section 1.21 to read as follows:

The term of this Agreement begins on December 16, 2024. The term of this Agreement ends at midnight on December 31, 2028. Each provision of this Agreement goes into effect when the term begins and goes out of effect when the term ends, except when this Agreement or an amendment to this Agreement says otherwise.

WAGES

Amend Section 6.11 so that all unit employees' wages are adjusted as follows:

December 16, 2024:	4.0%
January 1, 2025:	3.5%
January 1, 2026:	3.5%
January 1, 2027:	3.5%
January 1, 2028:	3.5%

YEAR	Lieutenant Step 1 (90%)	Lieutenant Step 2 (95%)	Lieutenant	Captain
12/16/24	$52.52/HR - $109,241.60/YR	$55.44/HR - $115,315.20/YR	$58.36/HR - $121,388.80/YR	$64.25/HR - $133,640.00/YR
1/1/25	$54.36/HR- $113,068.80/YR	$57.38/HR - $119,350.40/YR	$60.40/HR - $125,632.00/YR	$66.50/HR - $138,320.00/YR
1/1/26	$56.26/HR - $117,020.80/YR	$59.38/HR - $123,510.40/YR	$62.51/HR - $130,020.80/YR	$68.83/HR - $143,166.40/YR
1/1/27	$58.23/HR - $121,118.40/YR	$61.46/HR - $127,836.80/YR	$64.70/HR - $134,576/YR	$71.24/HR - $148,179.20/YR
1/1/28	$60.26/HR - $125,340.80/YR	$63.61/HR - $132,308.80/YR	$66.96/HR - $139,276.80/YR	$73.73/HR - $153,358.40/YR

HOLIDAYS

Amend Section 7.12 to read as Follows:

It is recognized that an employee must work on holidays when he is scheduled to do so. On January 1 each calendar year an employee will be credited with fourteen (14) days (168 hours) off in lieu of holidays. A request to take a particular day off as a compensatory day in lieu of a holiday must be submitted in writing by the employee to the Chief of Police who must approve or disapprove it in writing. A compensatory day in lieu of a holiday can be taken one (1) day (12 hours) at a time or in hourly increments of less than one day or in connection with other compensatory days in lieu of a holiday or compensatory days under paragraph 6.21.

Amend Section 7.13 to read as Follows:

Effective January 1st, 2025, each officer may sell back up to 14 days (168 hours) of unused Holiday compensation each contract year at his regular hourly rate of pay. Officer's electing the sell back option shall do so prior to November 1st of each year. When a request to sell back time is made, payment shall be accomplished within the pay period following the pay period within which the request is made.

VACATIONS

Modify Section 7.21 - Vacation Time

Upon Completion of Years of Service	Number of Vacation Hours
1 year, but less than 5 years	136
5 years, but less than 9 years	176
9 years, but less than 11 years	216
11+ years	224
12+ years	232
13+ years	240
14+ years	248
15+ years	256

Modify Section 7.24 - Vacation sell-back

An employee may sell back a maximum of 112 hours of vacation time each calendar year. An employee exercising this option must notify the Town on or before November 1 of each year and payment will be made within the pay period immediately after the pay period during which the notification was made.

PARENTAL LEAVE

Add new Section 8.25 as follows:

Employees may use accrued holiday, sick, vacation, and personal leave to take time off for the birth, adoption, or foster placement of a child. Such leave must be used consecutively beginning upon birth of the child or effective date of adoption or foster placement, but upon Town approval, which will not be unreasonably denied, may begin earlier due to medical necessity or for the Employee to attend to final arrangements for adoption or foster placement. Such leave may not extend beyond one calendar year. Employees must notify the Chief of Police at least 30 days in advance of beginning such leave, or as soon as possible if 30 or more days' notice cannot be provided due to unforeseen circumstances, such as a medical emergency or sudden notice of adoption or foster care placement.

No other terms or conditions of employment contained within the current collective bargaining agreement are hereby modified by the parties.

This tentative agreement is subject to the Police Command Officers Association unit ratification and the approval of the Hamburg Town Board.

Dated Hamburg, New York

For The Town of Hamburg

Randall Hoak, Town Supervisor

For The Police Command Officers Association

N. Ugale

Nicholas Ugale, President, Town of Hamburg
Police Command Officers Association

4.4. Police-New Hire Driscoll

WHEREAS, the Hamburg Police Department has an opening for a Police Officer and a candidate is available on the Police Officer Residency Exam List #89434010; and

NOW THEREFORE BE IT RESOLVED, the Town Board approves the recommendation of the Chief of Police to appoint **Kurtiss Driscoll** to the full-time position of Police Officer, probationary effective Sunday, July 13, 2025, and

BE IT FURTHER, RESOLVED, the appointment is subject to all preconditions of employment including, but not limited to, physical, psychological, and polygraph testing.

BE IT RESOLVED, the salary is $29.96 per hour, and funds are available in account B3120.100.

4.5. Police-New Hire Lakeman

WHEREAS, the Hamburg Police Department has an opening for a Police Officer and a candidate is available on the Police Officer Residency Exam List #89434010; and

NOW THEREFORE BE IT RESOLVED, the Town Board approves the recommendation of the Chief of Police to appoint **Victoria Lakeman** to the full-time position of Police Officer, probationary effective Sunday, July 13, 2025, and

BE IT FURTHER, RESOLVED, the appointment is subject to all preconditions of employment including, but not limited to, physical, psychological, and polygraph testing.

BE IT RESOLVED, the salary is $29.96 per hour, and funds are available in account B3120.100.

4.6. Police-New Hire Fusco

WHEREAS, the Hamburg Police Department has an opening for a Police Officer and a candidate is available on the Police Officer Residency Exam List #89434010; and

NOW THEREFORE BE IT RESOLVED, the Town Board approves the recommendation of the Chief of Police to appoint **Madelynne Fusco** to the full-time position of Police Officer, probationary effective Sunday, July 13, 2025, and

BE IT FURTHER, RESOLVED, the appointment is subject to all preconditions of employment including, but not limited to, physical, psychological, and polygraph testing.

BE IT RESOLVED, the salary is $29.96 per hour, and funds are available in account B3120.100.

4.7. Police-New Hire Waldman

WHEREAS, the Hamburg Police Department has an opening for a Police Officer and a candidate is available on the Police Officer Residency Exam List #89434010; and

NOW THEREFORE BE IT RESOLVED, the Town Board approves the recommendation of the Chief of Police to appoint **Matthew Waldman** to the full-time position of Police Officer, probationary effective Sunday, July 13, 2025, and

BE IT FURTHER, RESOLVED, the appointment is subject to all preconditions of employment including, but not limited to, physical, psychological, and polygraph testing.

BE IT RESOLVED, the salary is $29.96 per hour, and funds are available in account B3120.100.

4.8. Idlewood Subdivision Water Distribution District Public Hearing Resolution

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 Town Board of the Town of Hamburg (the "Town Board"), pursuant to Article 12-a of the New York Town Law, desires to establish the Idlewood Subdivision Water Distribution District ("District") in the Town to provide the residents of the district with a safe and adequate public water supply, operated and maintained by the Town; 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; and

WHEREAS, Engineer has prepared and delivered to the Town Board the Map, Plan and Report for Water District Formation, Idlewood Subdivision to the Town, dated May 2025 (the "Report"), which describes the proposed improvements, financing, estimated annual costs, and required easements of the proposed District; and

WHEREAS, pursuant to Resolution dated May 19, 2025, the Report has been filed with, and is available for public review and inspection at, the Town Clerk's Office; and

WHEREAS, the boundaries of the district consist of those areas within the Town as set forth in Appendix "A" annexed hereto and incorporated herein; and

WHEREAS, the Report describes the District improvements, which consist generally of replacing the Idlewood Subdivision existing water distribution system with a new 1,600 linear feet of 8-inch PVC water main and installing three fire hydrants, including valves, apparatus and other related improvements and costs incidental thereto, together with all related right-of-way costs, site work and other ancillary work; and

WHEREAS, the estimated maximum cost of the improvements and creation of the district is $632,000, with the proposed method of financing such cost of said improvements consisting of the issuance of serial bonds of the Town maturing in annual installments over a period not exceeding 38 years; and

WHEREAS, the estimated annual cost for the typical property or the typical one-family or two-family home in the District is $2,051 for the first year, which includes $1,773.00 for debt service, operation and maintenance and $278.00 for water usage charges (calculated based on the Erie County Water Authority's minimum quarterly charge per customer), which is described in detail in Appendix C of the Report; and

WHEREAS, the capital cost and debt service for the construction and establishment of the District shall be assessed, levied, and collected from all the taxable real property within the District on an ad valorem basis; and

WHEREAS, there are no estimated hook-up or connection fees anticipated for the property owners in the district; and

WHEREAS, a detailed explanation of how the estimated cost to the typical property was computed has been filed with, and is available for public review and inspection at, the Town Clerk's Office; and

WHEREAS, pursuant to Town Law § 209-f, approval of this District by the State Comptroller is required because the estimated total annual cost of the typical property in the district is above the annual estimated cost threshold for similar types of districts as set by State Comptroller; 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 the Town's Local Waterfront Revitalization Program; and

WHEREAS, the Town Board, in compliance with Section 209-d of the Town Law, now desires to conduct a public hearing concerning the proposed District;

NOW, THEREFORE, BE ORDERED, by the Town Board, as follows:

Section 1. The Town Board will hold a public hearing pursuant to Article 12-A, Section 209-d of the N.Y. Town Law on the 4th day of August 2025 starting at 7 p.m. at the Hamburg Town Hall, to consider the establishment of the proposed District, and at which all interested persons may be heard (the "Public Hearing").

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this Order to be published once in the official newspaper of the Town, the first publication thereof to be not less than ten nor more than twenty days before the day set herein for the Public Hearing, and said Town Clerk shall also cause a copy thereof to be posted on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the N.Y. Town Law not less than ten nor more than twenty days before the day set for the Public Hearing. The Town Clerk shall also cause a copy of this Order to be posted on the Town's official website not less than ten nor more than twenty days before the day set for the Public Hearing.

Section 3. The Town Clerk shall file a certified copy of this Order with the Office of the State Comptroller, on or about the date of the publication of this Order.

Section 4. This Order shall take effect immediately.

4.9. Hunt Real Estate Agreement extension

WHEREAS, the Town of Hamburg entered into an agreement on November 24, 2024, with Hunt Commercial Real Estate Corporation ("Hunt") to act as the Town of Hamburg's exclusive representative in the Town's search for space relative to the Hamburg Senior Center, and

WHEREAS, the Town of Hamburg and Hunt desire that the consulting fee for this agreement be $5,000, and that the agreement continue through November 5, 2025, and

NOW, THEREFORE, BE IT RESOLVED, that the consulting fee for this agreement between the Town of Hamburg and Hunt shall be $5,000, to be paid from account H119.1420.0440, and the agreement shall continue through and expires on November 5, 2025. All other terms and conditions of the Exclusive Search Agreement shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign the agreement.

4.10. Big Tree Volunteer Fire Company Member Requests

Big Tree Volunteer Fire Company is requesting permission to the Town board to accept the following people into their membership:

Leah Reed
3227 South Lyth Road
Blasdell, NY 14219

Maureen Roth
3942 Washington Ave.
Hamburg, NY 14075

ATTACHMENTS:

Big Tree Vol. Fireman Co Reed and Roth.pdf

Big Tree Volunteer Firemen's Co., Inc.

Organized 1936

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

June 18, 2025

Dear Board Members,

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

Leah Reed
3227 South Lyth Rd.
Blasdell, New York 14219

Maureen Roth
3942 Washington Ave.
Hamburg, New York 14075

Thank you for your cooperation.

Sincerely,

Carol R. Covert

Carol R. Covert
Secretary

HAMBURG, NEW YORK
2025 JUN 23 A 10:35
TOWN CLERK'S OFFICE
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JUN 23 2025

4.11. Local Law #3, 2025 Adoption Resolution

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

WHEREAS, the Code Review Committee reviewed various regulations of Chapter 280 based on issues raised by the Building Department and Planning Department and sent these suggested revisions to 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 (Local Law #3, 2025) 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 § 280-317, 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".

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

WHEREAS, the amendment of Chapter 280, Article LIX (Adult-Use Cannabis) was removed from this local law at the recommendation of the Planning Board, for further review; and

WHEREAS, a previous version of Local Law #3 referenced § 280-17, and the correct Code

amendment is to amend § 280-317; and

WHEREAS, a public hearing was held on June 16, 2025, for discussion and public comment concerning adoption of proposed Local Law #3, 2025; and

WHEREAS, these proposed local law amendments were referred to Erie County through the 239-m referral process and received no objections; and

WHEREAS, the proposed amendments are in accordance with the recommendations of the Town of Hamburg Code Review Committee and the Town of Hamburg Planning Board.

NOW THEREFORE BE IT RESOLVED, that the Hamburg Town Board amends Local Law #10 of the year 1986 of the Code of the Town of Hamburg Chapter 280 entitled "Zoning" to provide for the revisions of the Town Code as referenced above and attached.

ATTACHMENTS:

Various Chapter 280 Code Amendments.pdf

§ 280-407. Permitted uses.

A. Permitted uses. Multiple uses are permitted on each lot. The following uses are permitted in the Mixed-Use Zones:

(1) Retail store.

(2) Business and professional offices.

(3) Personal service establishments, including, but not limited to, barbershops, beauty parlors, electronics/computer cleaning or repair, glass shops and small appliance repair.

(4) Restaurant; bar; or social club.

(5) Residential Uses as allowed in R-1, R-2 and R-3 districts.

(6) Parking as an accessory use to a principal building. Parking shall be subject to the applicable laws and codes of the Town of Hamburg, including, but not limited to, subsections of this chapter.

(7) Religious institution.

(8) Municipal office.

(9) Parks, limited to passive outdoor recreation.

(10) Indoor fitness centers, athletic fields and recreation centers.

B. The following is a list of uses that may also be permitted at the discretion of the Town Board in conjunction with any request to rezone to the mixed-use district or with conceptual plan review described in § 280-~~400B~~406.

(1) Adult-care or assisted living facility.

(2) Hotel or bed-and-breakfast.

(3) Community center.

(4) Day care center and nursery school.

(5) Community gardens.

(6) Laundromat/dry cleaner.

(7) Hospital (urgent care facility).

(8) Funeral home.

(9) Public utility station.

(10) Home office or occupation, provided that said occupation is not an industrial use permitted in ~~M2~~ Light Industrial or General Industrial ~~or M3~~ zones.

(11) School.

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(12) Outdoor fitness centers, athletic fields and recreation centers.

(13) Parks and other outdoor recreation (other than parks limited to passive outdoor recreation).

(14) Other commercial, recreational, or residential uses not listed in subsection.

(15) Other uses not stated above but not prohibited by § ~~280-160~~ 280-408 of this Code will be approved only upon the finding by the Town Board (with Planning Board input) that such uses are compatible with those permitted and which will not be detrimental to other uses within the district or to adjoining land uses.

§ 280-408. Prohibited uses.

The following uses are expressly prohibited in mixed-use zones:

A. Auto sales or service.

B. Landfills.

C. Any outdoor storage, other than enclosed dumpsters with proper screening identified on the site plan and approved by the Planning Board.

D. Manufactured or mobile home parks.

E. Outdoor solid-fuel-burning furnaces.

F. Truck terminals, dispatch, and transfer.

G. Lumberyards and coal yards.

H. Railroad freight yards.

I. Concrete products manufacture: concrete or cement mixing plants.

J. Asphalt plants.

K. Storage or manufacture of petroleum and petroleum products.

L. Manufacturing of abrasives.

M. Automobile assembly and fabrication.

N. Manufacture of heavy machinery.

O. Processing or treatment of bituminous products.

P. Metal casting and foundry products.

Q. Any use permitted in a ~~M3~~ Light Industrial or ~~M2~~ General Industrial district under the Town of Hamburg Zoning Code not specifically identified above.

§ 280-409. Bulk requirements.

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A. Lot area. Lot area will be based on the size of the building, parking requirements and landscaping.

B. Lot width at the building line: 75 feet.

C. Lot coverage: maximum 85%.

D. Setbacks: dependent on adjoining uses and the approved plan.

E. To encourage a Main Street-style character, there will be no minimum front setback, and new structures should be constructed abutting the front walkway or as close as possible, except:

(1) Existing structures in the style of residential houses, regardless of current use, shall have and maintain a front yard setback from the front lot line to the structure's original building front line.

(2) An additional front setback may be allowed when an area immediately in front of the principal building is intended for an outdoor eating/drinking area or for a display or activity related directly to the occupancy of the principal building.

(3) A setback to allow parking in front of the principal building is generally discouraged, but may be allowed given unique circumstances (including, but not limited to: hazard to public health, safety, welfare, community character, and site feasibility.)~~expressly prohibited.~~

§ 280-410. Off-street parking; signs.

A. Parking is not a permitted use and may only be constructed as an accessory use to a principal building. ~~Parking, if any, shall be located entirely behind the principal building~~. All efforts should be made to keep parking located entirely behind a principal building. If, due to existing conditions or site constraints, parking cannot be kept entirely behind a building, parking shall neither impede nor interfere with walkability or community character. ~~No parking shall front on any street.~~

B. Redevelopment of existing commercial developments using existing parking lots shall be allowed utilizing parking along the street front if the following conditions are met:

(1) A ten-foot-wide area of vegetation/pervious area is developed between the edge of the right-of-way along the street and the parking area. A portion of this buffer zone may be impervious surface if it is intended for an outdoor eating/drinking area or for a display or activity related directly to the occupancy of the principal building that the parking area is associated.

(2) Appropriate vegetative screening or other aesthetic improvements are made to the ten-foot-wide area of frontage.

C. The number of required parking spaces shall be determined by the Planning Board and incorporated into the Town Board's approval of the rezoning in accordance with the Town's zoning regulations.

D. Signs. For applicable general sign regulations, see Article XXXVI. The approved plan, set under the rezoning process, will officially set the specific sign requirements (compatible with the area).

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§ 280-235. Setback.

A. In any R District:

(1) Enclosed off-street parking spaces shall be subject to the regulations for accessory buildings in Article XXXIX.

(2) No open off-street parking space shall be permitted in a required front yard or exterior side yard.

(3) No open off-street parking area for five or more motor vehicles shall be located within five feet of any side or rear lot line of an adjoining lot in any R District.

B. In any ~~C or M District~~district other than residential districts or the AG Agricultural District , for all uses within those districts except community and regional shopping centers:

(1) Unless reduced by action of the Zoning Board of Appeals upon the favorable recommendation of the Town Planning Board, no open or enclosed off-street parking space shall be permitted within 35 feet of any street line; provided, however, that no action by the Board of Appeals shall allow such off-street parking space less than 10 feet distant from any property line.

(2) No open or enclosed off-street parking space shall be permitted within 10 feet of any side lot line or rear lot line of a lot used for residential purposes or in any R District.

(3) In the HC District, no open or enclosed off-street parking spaces shall be permitted within 10 feet of any side lot line or 20 feet of any rear lot line of a lot used for residential purposes or in any R District. **[Added 1-26-1998 by L.L. No. 1-1998]**

C. Community and regional shopping centers. Setbacks relating to open or enclosed off-street parking spaces within the lot lines of community and regional shopping centers shall be prescribed on an individual basis by the Town Planning Board during the site plan review process for each proposed community or regional shopping center development established in Article XXXIX. During this process, consideration must be given to the special characteristics of community and regional shopping centers, including but not limited to existing proximate development, the grouping of structures, the need for large parking areas, ingress and egress, traffic circulation, buffer zones, signs, lighting, landscaping and the need for high shopper visibility from adjoining major access roads. Requirements of this section shall not be any less than those specified in Subsections A and B.

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§ 280-317. Procedures.

A. General provisions.

(1) The Zoning Board of Appeals, consistent with this chapter, may adopt rules of conduct and procedure.

B. Filing appeals

(1) An appeal to the Zoning Board of Appeals from any order, requirement, decision, interpretation, or determination of any administrative official charged with the enforcement of this chapter may be taken by any person aggrieved or by any officer, department, division, board, or bureau of the Town of Hamburg.

(2) Such appeal shall be filed in the office of such administrative official charged with the enforcement of this chapter within five business days from the day it is rendered, and shall be a public record. Alternately, the Town Board may, by resolution, require that such filings instead be made in the Town Clerk's office.

(3) Such appeal shall be taken, within 60 days after the filing of any order, requirement, decision, interpretation, or determination of the administrative official charged with the enforcement of this chapter by filing with such official and with the Zoning Board of Appeals a notice of appeal, specifying the grounds thereof and the relief sought. The official from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

C. Filing applications.

(1) An application for any matter upon which the Zoning Board of Appeals is required to pass may be made to the Building Inspector by the owner, the tenant of the property, or a duly authorized agent for which such appeal or application is sought.

D. Stay of proceedings.

(1) Any appeal to the Zoning Board of Appeals shall stay all proceedings in furtherance of the action appealed from, except as otherwise provided in Subdivision 4 of § 267 of the Town Law.

E. Hearing on appeal.

(1) The Zoning Board of Appeals shall fix a reasonable time for the hearing of the appeal or other matter referred to it and give public notice public notice thereof in accordance with the provisions of Subdivision 5 of § 267 of the Town Law at least five days prior to the date thereof.

(2) The cost of sending or publishing any notices relating to such appeal, or a reasonable fee relating thereto, shall be borne by the appealing party and shall be paid to the Board prior to the hearing of such appeal. Upon the hearing, any party may appear in person, or by agent or attorney.

(3) The Zoning Board of Appeals shall decide upon the appeal within 62 days after the

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conduct of said hearing. The time within which the Zoning Board of Appeals must render its decision may be extended by mutual consent of the applicant and the Board.

F. Meetings, witnesses, and records.

(1) Meetings of the Zoning Board of Appeals shall be held at the call of the Chairman and at such other times as the Board may determine. All meetings shall be open to the public.

(2) The Chairman of the Zoning Board of Appeals or, in his absence, the Acting Chairman, may administer oaths and compel the attendance of witnesses.

(3) The Zoning Board of Appeals shall keep minutes of its proceedings, showing the vote of each member upon every question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official action. Every rule and regulation, every amendment or repeal thereof, and every order, requirement, decision, interpretation, or determination of the Zoning Board of Appeals shall immediately be filed in the office of the Town Clerk and shall be a public record.

G. Decisions of the Zoning Board of Appeals

(1) The concurring vote of a majority of the members of the Zoning Board of Appeals, as fully constituted regardless of vacancies or absences, shall be necessary to reverse any order, requirement, decision, interpretation, or determination of the Building Inspector or to decide in favor of the applicant any matter upon which it is required to pass under this chapter or to effect any variation in this chapter.

(2) Every decision of the Zoning Board of Appeals shall be by resolution. Where findings are required, the decision shall set forth each required finding, supported by substantial evidence or other data considered by the Zoning Board of Appeals in each specific case, or, in the case of denial, the decision shall include the findings which are not satisfied.

(3) If an affirmative vote of a majority of all members of the Zoning Board of Appeals is not attained on a motion or resolution to grant a variance or reverse any order, requirement, decision, interpretation, or determination of the administrative official charged with enforcement of this chapter within the time allowed by § 280-311E(3), the appeal is denied. The Board may amend that failed motion or resolution and vote on the amended motion or resolution within the time allowed without being subject to the rehearing process.

(4) The decision of the Zoning Board of Appeals on the appeal shall be filed in the office of the Town Clerk within five business days after the day such decision is rendered, and a copy thereof mailed to the applicant.

H. Compliance with SEQR.

The Zoning Board of Appeals shall comply with the provisions of the State Environmental Quality Review Act (SEQR) under Article 8 of the Environmental Conservation Law and its implementing regulations as codified in 6 NYCRR 617. The ZBA is subject to the New York SEQR law and for those actions not meeting the Type II designation (not subject to SEQR) completed prior to the ZBA taking an action. Typically, the lead agency shall be

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determined and designated by mutual agreement of all involved agencies within 30 calendar days of the EAF being mailed, as provided by Section 617.6 of Title 6 of NYCRR. In all cases, the lead agency shall be the agency, board or body having final authority to approve or undertake the action. When projects require multiple approvals from the Town's Zoning, Planning and Town Boards, the Town Board of the Town of Hamburg shall be the lead agency. When projects require multiple approvals from the Town's Zoning and Planning Boards, the Planning Board of the Town of Hamburg shall be the lead agency. **[Amended 5-8-2023 by L.L. No. 6-2023]**

I. Violation of conditions or restrictions.

(1) Failure to comply with any condition or restriction prescribed by the Zoning Board of Appeals in approving any appeal for a variance or application for a special permit or a modification of regulations shall constitute a violation. Such violation may constitute the basis for revocation of a variance, special permit, or modification, or for penalties and other applicable remedies.

J. Lapse of authorization.

(1) Lapse of authorization. Any variance, special use permit or modification of regulations authorized by the Zoning Board of Appeals (ZBA) shall be automatically revoked, unless a building permit conforming to all of the conditions and requirements established by the Zoning Board of Appeals is obtained within ~~six~~ twelve months of the date of approval by the Zoning Board of Appeals, or a single six-month extension has been granted by the Zoning Board. ~~All extensions will be coordinated with the Planning Board, if site plan approval is required.~~ **[Amended 8-9-2010 by L.L. No. 6-2010; 6-22-2015 by L.L. No. 6-2015; 8-3-2020 by L.L. No. 3-2020]**

K. Rehearing.

(1) There shall be no rehearing of an appeal or application by the Zoning Board of Appeals, except in accordance with Subdivision 6 of § 267 of Article 16 of the Town Law.

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ARTICLE XXIII
Southern Hamburg Overlay District
[Added 8-17-2015 by L.L. No. 11-2015[1]]
Repealed by Article XXXIE Southeastern Hamburg Overlay District [Added 4-24-2023 by L.L. No. 6-2023]

§ 280-151. Purpose and intent.

A. In accordance with the recommendations and policies of the Town of Hamburg 2010 Comprehensive Plan (1997 Master Plan update), the purpose of this overlay district is to preserve important environmental resources, including scenic views and vistas; encourage bicycle and pedestrian access; and preserve the rural character of the area. This district contains significant tracts of freshwater wetlands and woodlands, as well as habitats and management areas and designated conservation areas. This overlay is also intended to control suburban development without impacting the economic value of the land or hampering development altogether.

B. The overlay district regulations will supplement the underlying zoning restrictions and provide for harmonious, safe and orderly development within the district.

§ 280-152. Boundary description.

The Southern Hamburg Overlay District shall encompass all the land area that is located southeast of Old Lake Shore Road and the shoreline of Lake Erie; southeast of Amsdell Road and Rogers Road and south of East Pleasant and Pleasant Avenue and southwest of the boundaries of the Incorporated Village of Hamburg and continuing along the southern boundaries of the Village of Hamburg to the south and of Newton Road and the southeast of the boundary of the Town of Orchard Park; and north of the boundary with the Towns of Boston, Eden and Evans.

§ 280-153. Objectives.

The special regulations contained herein, which govern all proposed development and redevelopment within the boundaries of the Southern Hamburg Overlay District, shall be founded upon the following objectives:

A. Guidelines and objectives for development.

(1) Land use decisionmaking shall consider a wide variety of uses through the implementation of impact criteria to prevent potential adverse effects to adjoining properties and allow for more flexibility and creativity in design.

(2) Land use controls shall, in some cases, allow smaller lots as long as the overall density guidelines are maintained (cluster development), thereby preserving open space and furthering the goals of the Town of Hamburg 2010 Comprehensive Plan.

(3) Open space protection and good design shall supersede the importance of density in development decisions.

(4) Suburban development shall be minimized to control/manage growth. Standard road

1. Editor's Note: This local law also repealed former Art. XXIII, Southwestern Boulevard Overlay District, added 3-9-1992 by L.L. No.

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~~4-1992.~~

~~frontage lots are highly discouraged to help preserve the character of this overlay area.~~

~~(5) Rural development guidelines shall be applied to manage growth and achieve a more desirable environment than what would be possible through the strict application of existing zoning regulations.~~

~~(6) Development should be set back from roadways and adjacent agricultural development, as directed by the Planning Board, to preserve the rural character of the district.~~

~~(7) To better manage suburban growth, the extension of public sewer lines beyond existing areas shall be discouraged.~~

~~(8) Development shall be set back from roadways and adjacent agricultural development to preserve the rural character of the district. The aesthetics and layout of proposed development should be reviewed to prevent the area from taking on a suburban appearance.~~

~~(9) Commercial development shall be concentrated in existing commercial areas rather than spread out in strips along major highways to preserve the rural character of this overlay district.~~

~~B. Guidelines and objectives for environmental preservation.~~

~~(1) The amount of land clearing shall be minimized, and development shall be designed around significant resources on site, i.e., wetlands, steep slopes, scenic vistas, floodplain boundaries and wooded areas, to manage growth and achieve a more desirable environment than what would be possible through the strict application of the existing zoning.~~

~~(2) Development shall be concentrated in areas that are already developed to control suburban sprawl and further the goals of the Town of Hamburg 2010 Comprehensive Plan.~~

~~(3) Conservation easements, deed restrictions and other methodologies shall be utilized, to the greatest extent practicable, to preserve significant natural resources of developable lots.~~

~~(4) More stringent environmental review shall be conducted for development of properties that contain extensive woodlands and other important natural resources.~~

~~(5) Important habitats on the site should be identified, and the relative value of these areas for supporting wildlife should be determined.~~

~~(6) Trees of a minimum size of eight-inch diameter at breast height (DBH), all important trees and any significant stands of vegetation shall be preserved to the greatest extent possible. (The Planning Board, with input from the Conservation Board, will direct the applicant in areas to preserve.)~~

~~§ 280-154. Permitted uses.~~

~~A. The uses permitted in the Southern Hamburg Overlay District shall be the same uses as~~

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permitted in the underlying zoning district(s).

B. Cluster development shall be encouraged, and in certain cases required, in accordance with the provisions of § 280-282A of the Town of Hamburg Zoning Code.

§ 280-155. Permitted accessory uses.

The accessory uses permitted in the Southern Hamburg Overlay District shall be the same as the accessory uses permitted in the underlying zoning district(s).

§ 280-156. Design regulations.

A. The division of lands, regardless of zoning classification, shall be subject to Chapter 230, Subdivision of Land, of the Code of the Town of Hamburg.

B. Subdivision plans must clearly depict all features identified in the Town of Hamburg Open Space/Recreation Plan and all other important environmental and cultural features in relation to the approximate locations of proposed homes and driveways on the property.

C. Areas with significant trees along the road frontage must be identified and preserved to the greatest extent practicable. Predetermined driveway and home locations, as required under § 280-156A(2), will help to minimize tree loss during construction. Penalties and/or replacement of trees will be imposed and enforced by the Building Inspector if unauthorized tree losses occur during construction.

D. Creativity and flexibility in site design shall be encouraged, including variation in the configuration of lots (clustering) and building setbacks, as well as the utilization of conservation easements, deed restrictions, flag lots, common driveways, curved driveways, the preservation of stone walls and hedges, and the like.

E. The subdivision must be laid out to incorporate all important natural and cultural features; these features must be preserved to the greatest extent practicable.

F. Standard road frontage lots are highly discouraged. Where frontage lots are proposed (three or more lots) on existing roadways, the applicant shall provide an alternative plan or plans illustrating how the lots will accomplish the guidelines and objectives of this overlay. This alternative plan or plans will include the creativity and flexibility discussed in these design regulations; such things as clusters, flag lots, common driveways, varied building setbacks, conservation areas, etc. The Planning Board will review these alternative plans and provide input to the applicant on the use of these alternative plans. This review and input of alternative plan(s) will assist in making SEQR and approval decisions on the application.

G. Clear cutting of trees for subdivision lots shall be prohibited. In accordance with the Town of Hamburg Tree Preservation Law,[2] plans shall be submitted that clearly delineate those vegetated areas of the site that will be preserved and those areas that will be disturbed for the construction of home sites (including driveways, septic systems, lawns, etc.). No more than 1/2 acre of any building site shall be cleared for the construction of a single family home. In cluster developments this requirement can be reduced by the Planning Board. Prior to

2. Editor's Note: See Ch. 243, Tree Management.

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construction these areas must be properly delineated in the field and reviewed by the Town. (This requirement shall be noted on the plans.)

H. All proposed projects that include lands identified in the Town of Hamburg Open Space/ Recreation Plan must submit a clustered site design layout that incorporates the preservation of all identified important natural and cultural features. All cluster developments must comply with the provisions of § 280-282 of the Town of Hamburg Zoning Code.

I. In certain cases, to preserve the rural character of the Southern Hamburg Overlay District, the Town may allow the establishment of open development areas, pursuant to § 280-a, Subdivision (4) of the New York State Town Law.

J. For properties that do not contain features identified in the Town of Hamburg Open Space/ Recreation Plan, creativity and flexibility in site design shall also be encouraged (to achieve the preservation of rural character), including variation in the configuration of lots (clustering) and building setbacks, as well as the utilization of conservation easements, deed restriction, flag lots, common driveways, curved driveways, the preservation of stone walls and hedges, and the like.

K. Entrances to proposed subdivisions must be designed in a manner that will discourage extended views of the subdivision. Corner lots at entrance points shall front on the new entrance road, and these homes will be set back a minimum of 100 feet from the intersection.

L. For all proposed subdivisions that include the construction of a new roadway, all extensions of private utility and communication distribution facilities shall be installed below grade. Installation shall be in a manner prescribed by the Building Code, and the utility company having jurisdiction.

M. All major subdivisions (in areas not having public sewers) must include the submission of percolation test results (performed by a licensed engineer) for areas throughout the site. If the results indicate areas in the site that have poor soils (would not allow the installation of a standard septic system), these areas should be avoided for development. The Planning Board will work with the applicant in developing a subdivision layout that would minimize environmental impacts due to poor soils.

N. All proposed applications shall illustrate how pedestrian and bicycle traffic will be accommodated on the property.

O. All proposed commercial structures shall be designed to preserve and continue the rural character and appearance of the district. All site plan applications shall include perspective drawings to illustrate the proposed design.

P. The Planning Board may waive or modify any requirements under this section where an undue hardship on the property owner is clearly demonstrated and, that in doing so, the intent and purpose of the district is not diminished. In granting this waiver, the Planning Board shall attach such conditions as are, in the Planning Board's judgment, necessary to secure substantially the objectives of this overlay.

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4.12. Local Law #5, 2025 Referral to Planning Board and PH Resolution

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

WHEREAS, the Code Review Committee has reviewed the Dead Trees regulations of Chapter 90 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 90 (Dead Trees), by amending § 90-2, entitled "Cutting and removal of dead trees" and § 90-3, entitled "Removal of cut dead trees."

NOW, THEREFORE, BE IT RESOLVED, that the Hamburg Town Board herby entertains this proposed local law amendment and authorizes the referral of this proposed law amendment to Erie County, and to the Hamburg Planning Board for its review and recommendation, and sets a public hearing for August 4th, 2025, at 7 pm in the Court Room of Hamburg Town Hall.

ATTACHMENTS:

Chapter 90 Amendments with Track Changes.pdf

§ 90-2. Cutting and removal of dead trees. [Amended 4-25-2022 by L.L. No. 1-2022]

All owners of real property on which dead ~~or abandoned~~ trees are permitted to stand, which produce or cause to be produced a dangerous condition likely to cause imminent damage to a structure or building located on said premises, or to a structure or building on lands adjoining said premises, shall cut down said tree or trees and remove the same from the premises within a time frame set by a Code Enforcement Officer after the mailing of a notice, in writing, by the Building Inspector sent by registered or certified mail to the owner or owners shown on the current assessment roll to the address shown thereon.

§ 90-3. Removal of cut dead trees. [Amended 8-3-2020 by L.L. No. 3-2020]

Any dead ~~or abandoned~~ trees that have been felled, produce a hazardous or dangerous condition, are exposed to a risk of fire or produce an unclean condition shall be removed from the real property by the owner(s) thereof within a specified time determined by the Code Enforcement Official involved.

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4.13. Local Law #6, 2025 Referral to Planning Board and PH Resolution

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

WHEREAS, the Code Review Committee has reviewed the Classification by Use Groups regulations of Chapter 280 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):

- Repeal Chapter 280 Article V Classification and Interpretation of Permitted Uses in its entirety (§280-15 and §280-16).
- Amend Article VIII (R-1 Single Family Residence District) §280-31, entitled "Permitted uses and structures."
- Amend Article XIII (C-1 Local Retail Business District) §280-70, entitled "Permitted uses and structures"; and

WHEREAS, Use Groups are referenced in §280-119A(6)(a), but the Town of Hamburg, through the Non-CFA Zoning Updates process, is proposing to repeal Article XVIII (M-1 Industrial Park - Research and Development District) in its entirety, eliminating the need to amend this section.

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 August 4th, 2025, at 7 pm in the Court Room of Hamburg Town Hall.

ATTACHMENTS:

ZR-1 Form Code Attachments.pdf

§ 90-2. Cutting and removal of dead trees. [Amended 4-25-2022 by L.L. No. 1-2022]

All owners of real property on which dead ~~or abandoned~~ trees are permitted to stand, which produce or cause to be produced a dangerous condition likely to cause imminent damage to a structure or building located on said premises, or to a structure or building on lands adjoining said premises, shall cut down said tree or trees and remove the same from the premises within a time frame set by a Code Enforcement Officer after the mailing of a notice, in writing, by the Building Inspector sent by registered or certified mail to the owner or owners shown on the current assessment roll to the address shown thereon.

§ 90-3. Removal of cut dead trees. [Amended 8-3-2020 by L.L. No. 3-2020]

Any dead ~~or abandoned~~ trees that have been felled, produce a hazardous or dangerous condition, are exposed to a risk of fire or produce an unclean condition shall be removed from the real property by the owner(s) thereof within a specified time determined by the Code Enforcement Official involved.

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§ 280-31. Permitted uses and structures.

Uses and structures permitted in the R-1 District are as follows:

A. Principal uses and structures:

(1) Principal uses and structures permitted in the R-E District, except ~~use groups 4 and 5~~ principal uses and structures in the R-2 and R-3 District.
[Amended 7-12-1993 by L.L. No. 6-1993]

(2) Single-family detached dwellings.

(3) Cluster housing, subject to regulations stipulated in Article XL and subject to site plan approval by the Planning Board.

(4) Private nonprofit elementary or secondary schools accredited by the New York State Department of Education.

(5) Public libraries and public museums.

(6) The following uses by special use permit authorized by the Planning Board (see Article XLVI):

(a) Barns for storage purposes. **[Amended 1-11-1993 by L.L. No. 1-1993[1]]**

B. Accessory uses and structures:

(1) Accessory uses and structures customarily incidental to permitted principal uses.

(2) Private garages or off-street parking spaces (see Article XXXII), including the parking of not more than one commercial vehicle, provided that the vehicle is used by the occupant of the premises, does not exceed 3/4 ton rated capacity and is stored within a completely enclosed building.

(3) Storage of unoccupied house trailers, utility trailers or boats owned by the occupant of the premises for his personal use.

(4) Buildings for private horticultural purposes, not to exceed 500 square feet in floor area, provided that such buildings are located to the rear of the front setback line and do not occupy any part of a required side yard.

(5) Private tennis courts and/or private swimming pools, provided that any such facility is located to the rear of the front setback line and does not occupy any part of a required side yard. In the case of any private nonmovable swimming pool, such pool shall comply with applicable provisions of Chapter 232 of the Code of the Town of Hamburg.[2]

(6) Professional residence-offices, when approved by the Zoning Board of Appeals, provided that:

(a) Such use shall be located entirely within a dwelling.

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1. **Editor's Note: This local law also repealed former Subsection A(6)(a), Satellite dish antennas.**
2. **Editor's Note: See Ch. 232, Swimming Pool Code.**

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(b) Such use shall not include the confinement of any person under care or treatment.

(7) Home occupations, as defined in this chapter. Home businesses, as defined in this chapter, when reviewed and approved by the Code Enforcement Officer. **[Amended 11-14-2011 by L.L. No. 11-2011]**

(8) Satellite dish antennas, provided that they are of a dull finish and located as close to the main structure in the rear yard and as far from property lines as possible. **[Added 1-11-1993 by L.L. No. 1-1993]**

(9) Temporary structures, as defined in § 280-342 of this chapter, are permitted for a period of time not to exceed seven consecutive days. **[Added 4-10-2000 by L.L. No. 2-2000]**

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§ 280-70. Permitted uses and structures.

Uses and structures permitted in the C-1 District are as follows:

A. Principal uses and structures (less than 15,000 square feet or as noted):

(1) Principal uses and structures permitted in the NC District, ~~except Use Group 1~~ (no residential housing shall be permitted), and principal uses and structures permitted in the HC District.

(2) The following uses, when conducted entirely within an enclosed building:

(a) Retail sales, but not including any use first permitted in the C-2 or M District.

(b) Dry-cleaning and pressing establishments, limited to 2,000 square feet of floor area per establishment.

(c) Eating or drinking establishments, provided that any entertainment shall be limited to television, radio or music, and further provided that no sale of alcoholic beverages for consumption on the premises shall be permitted on any lot where the principal building is less than 500 feet from a side lot line that abuts any R District boundary.

(d) Garden center (indoor use only, see special use permit for outdoor display[1]). **[Added 11-28-2011 by L.L. No. 14-2011]**

(3) Hotels or motels, subject to the above restrictions on eating and drinking establishments.

(4) Banks and drive-through banks, provided that at least five reservoir spaces are provided on the lot for each drive-in teller's window. Such reservoir spaces shall be exclusive of required parking spaces.

(5) Racquetball clubs, squash courts, health spas and related physical fitness facilities.

(6) The following uses by special use permit authorized by the Planning Board (see Article XLVI):

(a) Nursery schools and day-care centers.

(b) Garden center (with outdoor display/storage). **[Added 11-28-2011 by L.L. No. 14-2011]**

B. Accessory uses and structures:

(1) ~~Accessory uses permitted in the NC District, except accessory uses included in Use Group 1.~~

(2) Unless otherwise provided, accessory uses and structures customarily incidental to permitted principal uses.

(3) Shops for the manufacture or processing of articles incidental to the conduct of a retail

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1. **Editor's Note: See § 280-319.1, Garden centers with outdoor display/storage.**

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business lawfully conducted on the premises, provided that:

(a) All such articles manufactured or processed are sold at retail on the premises.

(b) Not more than four persons are engaged in such manufacturing or processing at any one time and in any one establishment.

(c) Such activity shall not produce offensive odors, noise, vibration, heat, glare or dust.

(d) No automotive service, repair or installation activities.

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ARTICLE V
Classification and Interpretation of Permitted Uses

§ 280-15. Classification by use groups. [Amended 1-26-1998 by L.L. No. 1-1998]

In order to carry out the provisions of this chapter, the uses of buildings or other structures and of land are hereby classified and combined into the use groups listed below. A lower number of a use group indicates a more restricted use group.

Use Group 1: uses first permitted in the R-A District
Use Group 2: uses first permitted in the R-E District
Use Group 3: uses first permitted in the R-1 District
Use Group 4: uses first permitted in the R-2 District
Use Group 5: uses first permitted in the R-3 District
Use Group 6: uses first permitted in the R-4 District
Use Group 7: uses first permitted in the NC District
Use Group 8: uses first permitted in the HC District
Use Group 9: uses first permitted in the C-1 District
Use Group 10: uses first permitted in the C-2 District
Use Group 11: uses first permitted in the M-1 District
Use Group 12: uses first permitted in the M-2 District
Use Group 13: uses first permitted in the PUD District
Use Group 14: uses first permitted in the M-3 District

§ 280-16. Interpretation.

Unless otherwise provided:

A. When a use is first included in any use group, such use shall be interpreted as being excluded from any use group with a lower number.

B. A use which is not listed in any zoning district shall be interpreted as being excluded from all use groups until this chapter has been amended listing such use as a permitted use in the appropriate district.

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4.14. Authorization to Upgrade to Alpine Cloud Hosting for Fire Dispatching Software

Whereas, Alpine Software has been the sole provider of the Computer Aided Dispatch (CAD) software for Fire Dispatching in the Town of Hamburg since 2005; and

Whereas, since its inception, the CAD program has operated on a physical server located at the Town of Hamburg Public Safety Dispatch Office; and

Whereas, the physical server currently in use is nearing the end of its serviceable life; and

Whereas, a yearly technical support and maintenance contract with Alpine Software is currently in effect; and

Whereas, Alpine Software offers an upgrade to a Cloud Hosting service, which incurs an additional cost beyond the annual technical support and maintenance contract; and

Whereas, the cost of the upgrade to Alpine Cloud Hosting is $15,000 per year, and the cost for 2025 will be prorated from the date of service upgrade; and

Whereas, funding for the upgrade will be provided in part through Purchase Order No. 0004197825 in the amount of $6,500, with the remaining balance to be funded through budget line A3020.423;

Now, Therefore, Be It Resolved, that the Town of Hamburg hereby authorizes the upgrade of the Alpine CAD software to the Alpine Cloud Hosting service, with funding as described herein.

ATTACHMENTS:

Cloud Contract - Alpine RedNMX - Town of Hamburg (1).pdf

ALPINE SOFTWARE INC.
PO BOX 281
PITTSFORD, NY 14534

(585) 264-9080

Software as a Service End User License Agreement

Customer: Hamburg Public Safety Dispatch

Product: RedNMX Records Management System

Platform: RedNMX

Effective Date: Date of Signature by Hamburg Public Safety Dispatch on the Software as a Service End User License Agreement (the “Agreement”).

Pricing: Pricing is shown in Exhibit A

LICENSE

Alpine Software Inc. (ALPINE) grants to the **Hamburg Public Safety Dispatch** (CUSTOMER) a nonexclusive nontransferable access to the RedAlert™ Records Management Software System (SOFTWARE). ALPINE will deliver and implement the SOFTWARE. The CUSTOMER will not acquire any ownership rights to the SOFTWARE or any SOFTWARE trademark or service mark and all rights to the SOFTWARE will remain the property of ALPINE. The CUSTOMER may not in any way transfer its right to use the SOFTWARE to others. Any backup or archive copies allowed by law shall carry the ALPINE name, the trademark, and all copyright notices, both in digital form within the medium and on a human readable label. All such notices shall be the equivalent of notice provided on the original media. ALPINE permits Client to access and use, subject to this Agreement, for the Term as specified, the object code of the ALPINE software application. The licensed SOFTWARE will be made available to the CUSTOMER during the Term of the Agreement. This Agreement does not constitute a perpetual license grant of the SOFTWARE to the CUSTOMER.

PROTECTION

The CUSTOMER will not disclose or otherwise make the SOFTWARE or related material, the terms of this Agreement or other confidential materials or information of ALPINE available, except to its authorized personnel and to other authorized persons in confidence only for purposes related to the use of the SOFTWARE by the CUSTOMER. All members, employees and authorized personnel of CUSTOMER shall be entitled to use the SOFTWARE. The CUSTOMER will use its best efforts to prevent any unauthorized use of the SOFTWARE. The CUSTOMER may NOT reverse engineer, decompile, disassemble, rent or lease the SOFTWARE.

WARRANTY

ALPINE warrants to the CUSTOMER that the SOFTWARE will perform the functions described in the SOFTWARE user manuals provided by ALPINE to the CUSTOMER. ALPINE does not warrant that the SOFTWARE is error free. ALPINE'S obligation to remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE is described in detail in the Annual Service Agreement. ALPINE warrants that it is the rightful owner of the software and that it has the right to license the software to CUSTOMER.

TAX EXEMPTION CERTIFICATE

CUSTOMER will provide a State Tax Exemption certificate to ALPINE.

DAMAGES AND LIMITATION OF LIABILITY

ALPINE'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO MONEY DAMAGES, WHICH SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LICENSE GRANTED HEREUNDER. IN NO EVENT SHALL ALPINE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF LIFE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN IF ALPINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PATENT AND COPYRIGHT INFRINGEMENT

If any action is brought against CUSTOMER based on a claim that CUSTOMER'S use of the SOFTWARE infringes a United States Patent or Copyright or a trade secret of a third party, ALPINE will defend such action at its expense and pay the costs and damages awarded in any such action. ALPINE shall have the sole control of the defense of any such action and all negotiations for its settlement are compromised. CUSTOMER shall be obligated to notify ALPINE, in writing, of any such action.

DATA

All fire department data in the CUSTOMER'S RedNMX System remains the property of the CUSTOMER. This data is considered confidential. At any time, the CUSTOMER can request a copy of their data. If the CUSTOMER decides not to continue their relationship with ALPINE, the CUSTOMER still owns the data and ALPINE will provide a copy of it.

3RD PARTY DATA

The SOFTWARE may contain data originally produced and compiled by the U.S. Department of Transportation and/or other U.S. government agencies. ALPINE MAKES NO WARRANTIES CONCERNING AND SHALL NOT BE LIABLE FOR ANY ERROR OR OMISSIONS ON THE PART OF U.S. GOVERNMENT EMPLOYEES OR AGENTS WITH RESPECT TO SUCH DATA.

TERM & TERMINATION

ALPINE may suspend performance and may terminate this Agreement and the license granted if the CUSTOMER fails to make payment of the license fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this Agreement if ALPINE breaches its obligations hereunder. Upon termination of this Agreement, ALPINE may require the CUSTOMER to cease using the SOFTWARE and to promptly deliver the SOFTWARE and related material to ALPINE. Termination of this Agreement will not relieve the CUSTOMER from complying with the restrictions contained herein.

The Initial Term of this Agreement is for one (1) year from the Effective Date. The Agreement will automatically renew for another one (1) year Term (the “Renewal Term” and together, with the Initial Term, the “Term”) unless notice is provided by ALPINE or CUSTOMER sixty (60) days in advance of the expiration of the Initial Term. Annual subscription price will increase each year during the Term of the Agreement by five percent (5%).

PAYMENT TERMS

All fees charged to the CUSTOMER will be paid in U.S. dollars. Payment for the first year of the Initial Term (the “Year One Payment”) is due thirty (30) days after the Effective Date. Payment for subsequent years during the Initial Term and Renewal Term are due on the annual anniversary of the Year One Payment. For the avoidance of doubt, if the Effective Date is November 30th, 2023 the Year One Payment is due on December 30, 2023. Payment for the second year of the Term would be due on December 30, 2024.

PRODUCT SUBJECT TO LICENSE

The **Hamburg Public Safety Dispatch** (CUSTOMER) has acquired a nonexclusive nontransferable license for the use of the RedAlert™ Records Management Software System (SOFTWARE).

MAINTENANCE SERVICES AND SUPPORT

ALPINE will remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE. ALPINE will receive determined errors in writing from the CUSTOMER and will provide solutions that address the correction of program errors and malfunctions of the SOFTWARE. Maintenance services do not include standard operating supplies, tapes, paper forms, cables, etc. Client must provide its own computer supplies required for normal operations. Maintenance services do not include access to new programs or additional modules not described as included in Exhibit A, but does include updates, upgrades and enhancements only to the SOFTWARE for the applicable subscribed to modules. Maintenance services do not include design or changes of forms or reports, custom modules, custom reports, or custom programs, custom modifications to the SOFTWARE, modifications to the SOFTWARE based solely upon Client preference, data conversion, and similar functions. Support of problems unrelated to the SOFTWARE is not covered under this Exhibit. Unrelated problems include, but are not limited to, all Client hardware problems, all Client network problems, problems with Client third-party vendors, programs, and applications, problems with Client operating systems, problems with Client network operating system and system integration, and Client environmental problems, such as heat, radiation and power surges. Client is responsible for all future hardware replacement and maintenance costs. Client is responsible for restricting access and securing all hardware where the SOFTWARE is installed.

UPGRADES

ALPINE will distribute any upgrades of the SOFTWARE to the CUSTOMER for the Term of this Agreement. Upgrades include product enhancements and modifications. Upgrades do not include new modules developed by ALPINE. Upgrades do not include customized changes to the SOFTWARE. Programs fixes to the SOFTWARE will be available through Internet download to CUSTOMER within two to four weeks after they are discovered.

TERMS

Maintenance and Support services associated with the licensed SOFTWARE is coterminous with the Term of the Agreement. ALPINE must adhere to the following terms and conditions:

Standard Issue Support: Standard support is available Monday through Friday, 8am-5:30pm. Most standard issues can be resolved at the time of the call unless a Developer needs to get involved to look at it more in depth. Alpine will remotely connect to resolve the problem. If remote connection is not available, then other arrangements will have to be made.

Note: Alpine has staff scheduled to cover support after hours, weekends and holidays. We are constantly monitoring any support calls that come in and responding as needed.

TERMINATION

ALPINE may suspend performance and may terminate Maintenance and Support services associated with this Agreement if the CUSTOMER fails to make payment of the service fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this service Agreement if ALPINE breaches its obligations hereunder.

Alpine Software Corporation Inc.		**Hamburg Public Safety Dispatch**	
By	_____	By	_____
	Jack Lally_____		_____
	Printed Name		Printed Name
its	CEO_____	its	_____
Date	_____	Date	_____

Exhibit A – Pricing

The pricing shown below covers the license, support, and maintenance of the SOFTWARE as described herein.

Current Annual Alpine Maintenance and Support Cost	**$17,776.00**
Annual Cloud Hosting Fee	**$15,000.00**
Total Recurring Annual Software, Maintenance, and Support Cost	**$32,776.00**

If applicable, this added cost will be prorated based on the timing of the payment from the most recent Annual Support invoice for the CUSTOMER.

Annual subscription pricing will increase each year during the Term of this Agreement by five percent (5%). Any subsequent purchases made by CUSTOMER after the Effective Date will be governed by the Agreement. Additional purchases made by CUSTOMER after the Effective Date will be coterminous with the then-current Term of the Agreement.

4.15. Highway Personnel

BE IT RESOLVED, that the Town Board approve the following Highway Dept. PAF

ATTACHMENTS:

DOC070225.pdf

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Department- HIGHWAY

Highway Superintendent Signature _____ 6/23/2025

Supervisor Signature _____

TOWN BOARD MEETING OF

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	5213	ORTIZ, PATRICIA		CLERK/PT			$17.00	7/7/2025
2	5213	ORTIZ, PATRICIA		CLERK/SEASONAL	7/8/2025		$17.00	
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

rev 03/14

4.16. Approve Appointment to the Vacant full-time Senior Clerk Typist position in the Building Inspection Department

RESOLVED, that the Town Board approve the recommendation of the Supervisor to appoint Marissa Rich to the vacant full time Civil Service position of Senior Clerk Typist (list #42-330) within the Building Inspection Department. The appointment is subject to all preconditions of employment including but not limited to a pre-employment background check and physical. This appointment is effective July 14, 2025, at a rate of $25.31 per hour ($52,847 annually). Funds are available in A3620.0100.

ATTACHMENTS:

DOC070225-002.pdf

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: 6/30/2025 Department: Building Inspection

Department Head Signature Cathy Rybczynski

Supervisor Signature Cathy Rybczynski Date: 7-1-25

TOWN BOARD MEETING OF 7/7/2025

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		Marissa Rich	N	Senior Clerk Typist	7/14/25	$25.31		
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

rev 03/14

4.17. Taylor Road Alcohol Waiver Requests

RESOLVED, that the Hamburg Town Board does hereby approve alcohol waivers for the August 2025

Taylor Road Cabin rentals are as follows:

8/1/25
8/2/25
8/3/25
8/3/25
8/8/25
8/9/25
8/10/25
8/13/25
8/15/25
8/16/25
8/17/25
8/22/25
8/23/25
8/24/25
8/29/25
8/30/25
8/30/25

4.18.
National Recreation & Parks Month- Designation of July as Parks and Recreation Month

WHEREAS parks and recreation is an integral part of communities throughout this country, including the
Town of Hamburg, NY; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of
people who live near parks; and

WHEREAS parks and recreation promote time spent in nature, which positively impacts mental health by
increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit
disorders, and Alzheimer's; and

WHEREAS parks and recreation encourage physical activity by providing space for popular sports, hiking
trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increase a community's economic prosperity through increased property
values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime
reduction; and

WHEREAS parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation are essential and adaptable infrastructure that makes our communities resilient
in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide
a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Hamburg recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Hamburg Town Board that July is recognized as Park and Recreation Month in the Town of Hamburg.

4.19. CFA -Buffalo Bills NFL Stadium Economic Impact Area Pre-Development Project (GR-029)

WHEREAS, Financial assistance grants are available from the New York State Department of State (NYSODS) on a competitive basis to municipalities to develop or update Comprehensive Plans that incorporate smart growth principles including promoting efficient and sustainable land development and redevelopment patterns that optimize prior infrastructure investments, and

WHEREAS, the Buffalo Bills NFL Stadium Economic Impact Area Pre-Development Project will update the 2022 Town of Hamburg Comprehensive Plan to specifically focus on smart growth master planning and pre-development activities in the Economic Impact Area adjacent to the new Buffalo Bills NFL Stadium,

NOW, THEREFORE, BE IT RESOLVED the Hamburg Town Board authorizes EECG Consulting to prepare and submit a grant application to NYSDOS through the 2025 NYS Consolidated Funding Application (CFA) on behalf of the Town of Hamburg requesting $150,000 for this project, and

BE IT FURTHER RESOLVED THAT if the grant is awarded, the Town of Hamburg will commit to the 10% match required for the development and implementation of the proposed project, and the Town of Hamburg will designate EECG Consulting to manage the grant on behalf of the Town of Hamburg, and

BE IT FURTHER RESOLVED, that all project costs will be initially funded from the Town of Hamburg's General Fund balance (A000-0000-0909-0000), pending reimbursement from the awarded grant funds. The 10% local match will be fully funded by the General Fund balance (A000-0000-0909-0000) and is not subject to reimbursement.

4.20. CFA-Blasdell Community Brownfield Opportunity Area (BOA) Nomination (GR-030)

WHEREAS, the New York State Department of State (NYSDOS) is soliciting applications through the New York State Consolidated Funding Application (CFA) from eligible municipalities to complete a Brownfield Opportunity Area (BOA) Nomination for a community affected by known or suspected brownfields, and

WHEREAS, the BOA program applies a neighborhood or area-wide approach, rather than the traditional site-by-site approach, to the assessment and redevelopment of known or suspected brownfields and other vacant or abandoned properties, and

WHEREAS, the Town of Hamburg will take lead and work in collaboration with the Village of Blasdell on the development of the proposed Blasdell Community BOA Nomination,

NOW, THEREFORE, BE IT RESOLVED the Hamburg Town Board authorizes EECG Consulting to prepare and submit a grant application to NYSDOS through the 2025 NYS Consolidated Funding Application (CFA) on behalf of the Town of Hamburg requesting $175,000 for this project, and

BE IT FURTHER RESOLVED THAT if the grant is awarded, the Town of Hamburg will commit to the 10% match required for the development and implementation of the proposed project, and the Town of Hamburg will designate EECG Consulting to manage the grant on behalf of the Town of Hamburg, and

BE IT FURTHER RESOLVED, that all project costs will be initially funded from the Town of Hamburg's General Fund balance (A000-0000-0909-0000), pending reimbursement from the awarded grant funds. The 10% local match will be fully funded by the General Fund balance (A000-0000-0599-0000) and is not subject to reimbursement.

4.21. CFA-Hamburg Waterfront Multimodal Revitalization Design Project (GR-031)

WHEREAS, the New York State Department of State (NYSDOS) Local Waterfront Revitalization Program provides matching grants on a competitive basis to eligible villages, towns, or cities located along New York's coasts or designated inland waterways, and

WHEREAS, the Hamburg Waterfront Multimodal Revitalization Design 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, BE IT RESOLVED the Hamburg Town Board authorizes EECG Consulting to prepare and submit a grant application to NYSDOS through the 2025 NYS Consolidated Funding Application (CFA) on behalf of the Town of Hamburg requesting $100,000 for this project, and

BE IT FURTHER RESOLVED THAT if the grant is awarded, the Town of Hamburg will commit to the 25% match required for the development and implementation of the proposed project, and the Town of Hamburg will designate EECG Consulting to manage the grant on behalf of the Town of Hamburg, and

BE IT FURTHER RESOLVED, that all project costs will be initially funded from the Town of Hamburg's General Fund balance (A000-0000-0909-0000), pending reimbursement from the awarded grant funds. The 25% local match will be fully funded by the General Fund balance (A000-0000-0909-0000) and is not subject to reimbursement.

4.22. Code Enforcement School

Whereas, The State of New York requires continuing education for Code Enforcement Officers within the Building Inspection Department, and

Whereas, The Western Southern Tier Building Officials Association is holding a conference on September 10-12, 2025, located at the Chautauqua Harbor Hotel, 10 Dunham Avenue Celoron, NY, and

Be It Resolved, That the Town Board approve Steven Dusza to register and attend the training event. Use of a Town vehicle is required.

The cost of the course is not to exceed $325.00.

Funds available in Account#

A.3620.0492 – Safety inspection – Training and Seminars

ATTACHMENTS:

DOC070225-001.pdf

Western Southern Tier Building Officials Educational Conference

INVOICE

July 1, 2025

INVOICE No: CE1003182 - 2025

Payable To:
WESTERN SOUTHERN TIER BUILDING OFFICIALS ASSOCIATION
PO BOX 167
DUNKIRK NY 14048

Attendee:
STEVEN DUSZA
3655 RIVERVIEW DR
HAMBURG NY 14075

Payment must be made prior to September 5, 2025!

Attendance at The Western Southern Tier Building Officials Educational Conference
September 10 - 12, 2025
You are registered for all 3 days **$325.00**

PLEASE MAKE CHECKS PAYABLE TO:
WESTERN SOUTHERN TIER BUILDING OFFICIALS ASSOCIATION
WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 27-4178308

DUSZA , STEVEN
REGISTRATION CONFIRMATION

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

STEVEN

CE1003182

Congratulations. You have been confirmed for Attendance at
The Western Southern Tier Building Officials Educational Conference
September 10 - 12, 2025
You are registered for all 3 days

The Conference will be held at:
Chautauqua Harbor Hotel
10 Dunham Ave
Celoron NY 14720
To receive the group rate reservations must be made by August 30, 2025

https://www.codesclass.com/wstboa/Hotel.html

Registration will begin on WEDNESDAY September 10, 2025 at 7:00am. Class starts at 8:00am.

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: DUSZA
First Name: STEVEN
Middle Initial:
Title: CODE ENFORCMENT OFFICER
Address Line 1: 3655 RIVERVIEW DR
Address Line 2:
City: HAMBURG
State: NY
Zip: 14075
email: sdusza@townofhamburgny.gov
Municipality or firm: HAMBURG
NY Training Id Num: CE1003182
FDID Num: 15823
Phone Number: 716-425-5667

4.23. Town Hall Parking Lot Design Change Order #2

WHEREAS, in 2023, the Town Board authorized Wendel WD Architecture, Engineering, Surveying & Landscape Architecture for Engineering Design Services to reconstruct the parking lot located at Town Hall; and

WHEREAS, the design was bid in 2024, but the project did not move forward; and

WHEREAS, the Town Engineer has met with the Supervisor, Buildings & Grounds, and the Police Department to review the design and propose modifications to the original plans that better meet the needs and uses of the parking lot by Town staff and the public, address drainage issues and deterioration of surfaces, and provide safer movement of vehicles and pedestrians; and

WHEREAS, based on the revised plan for the project, Wendel has submitted a Change Order proposal to revise the design and provide bidding documents.

BE IT RESOLVED, Town Board authorizes the Town Supervisor to sign the Change Order from Wendel Architecture and Engineering, for the Town Hall Parking Lot Project in the amount of $39,900.00.

Funds available in H.108.1440.456.403 – Professional Services Town Hall Parking Lot

ATTACHMENTS:

Town Hall Parking_Wendel Letter Proposal_06-17-25.pdf

June 17, 2025

TOWN OF HAMBURG

Town Hall Parking Lot 2025 Design Services



Town of Hamburg

Ms. Camie Jarrell
Town Engineer
6100 S Park Avenue
Hamburg, New York 14075

wendel

SUBJECT: TOWN HALL PARKING LOT 2025 DESIGN SERVICES

Dear Ms. Jarrell:
Thank you for the opportunity to work with the Town on this important project. Wendel has extensive knowledge of the existing conditions on the Town Hall property, having progressed the previous version of this improvement project to bid award in 2024. Per our recent discussions, below please find the Scope of Services, Assumptions and Fees for the design services for the Town Hall Parking Lot project.

A. SCOPE OF SERVICES

Task 1: **Detailed Design / Construction Documents (CD)**

Please refer to "**Appendix B"** enclosed in this proposal for the visual representation of the proposed scope of work. On 6/2/2025, Appendix B was confirmed via email from the Town of Hamburg to accurately include the proposed improvements. Based on Appendix B, the proposed improvements include:

- *New sidewalk circle surrounding monuments and flag poles (at Town Hall frontage).*
- *Milling and overlaying of driveways and parking areas.*
- *Reconfiguration and striping of on-site driveways parking areas.*
- *New additional parking spaces and associated pedestrian access improvements along southern entry driveway.*
- *Improved pedestrian access by southeast door.*
- *Concrete patio east of building (to be included as Alternate).*
- *New catch basin in Southeast parking lot region and associated storm sewer, connecting to existing on-site storm system.*
- *Reset existing catch basins in driveways and parking areas (work to be performed by Town Highway Dept.).*
- *New underground electrical conduit crossing under driveway near Southwest building corner for future EV Charging Stations.*
- *New bicycle rack at Town Hall main entrance.*
- *New on-site traffic circulation signage as shown in Appendix B.*

Wendel will prepare Construction Documents for bidding, to be approved and stamped by a NYS licensed Professional Engineer. Services for Construction and Bidding Documents to include the following:

- *Preparation of the Plan Set*
    - Existing Conditions & Demolition Plan(s)
    - Site Preparation and Erosion & Sediment Control Plan(s)
    - Site Plan(s)
    - Grading & Drainage Plan(s)
    - Concrete Patio Alternate Plan
    - Site Construction Details
    - Landscape Plan(s) (Restoration)

Wendel will prepare a Bid book including front-end documents and specifications per an acceptable format in general conformance with the Town of Hamburg standards and requirements.

Wendel will prepare a 100% CD Engineer's Opinion of Probable Construction Cost.

At the 90% completion stage of the construction documents, Wendel will conduct a CD Page Turn Meeting with the Town of Hamburg Engineer. We assume one (1) set of revisions to the Construction Documents to result from this meeting.

B. ASSUMPTIONS

1. Any and all work not specifically included in the above "scope of work" is excluded.
2. Any and all approval and permitting fees to be administered and paid for by the Client.
3. Geotechnical, wetland, environmental, historic, archaeological studies, etc. are not required.
4. Town of Hamburg Planning Board Site Plan Review and Approval is not required.
5. Preliminary or conceptual stage tasks are not necessary and excluded.
6. Survey services previously performed by Wendel for this location are of sufficient quality for proposed design work. Additional survey services are excluded. If additional survey services become necessary, Wendel can provide as additional services.
7. It is assumed that site disturbance will be less than one (1) acre therefore, SPDES General Permit coverage and a Stormwater Pollution Prevention Plan (SWPPP) will not be required. If SPDES coverage, SWPPP, and SWPPP Inspections become necessary, Wendel can provide as additional services.
8. Offsite improvements such as roadway, sewers or utilities are not required. We assume the existing storm sewers at project extents have capacity to service the site.
9. Roadway, traffic, intersection, and signal design are not required.
10. It is assumed all work will be performed outside of the NYS Department of Transportation (DOT) Right-of-Way and NYS DOT permitting will not be required. If driveway work within the Right-of-Way and/or NYS DOT permitting become necessary, Wendel can provide as additional services.
11. Landscaping other than for restoration of disturbed areas is excluded.
12. Bidding, Construction Administration, Construction Inspection, and Construction Management Services are excluded.
13. Delivery of construction documents will be in electronic PDF format. Printing of hardcopies are excluded.

PROPOSAL FEE:

We trust the above scope of work meets your requirements. We are proposing to perform the scope of work on a Lump Sum basis. The proposed Lump Sum fee is provided below.

Task	Fee
Task 1 – Construction Documents	$39,900
TOTAL FEE	**$39,900**

Fee Notes:

1) Expenses such as Page Turn plotting costs, postage, local mileage charges, etc. are included in the fee.
2) Should Wendel be required to perform additional services beyond those outlined above, Wendel shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.

C. TERMS:

This proposal and the attached "**Appendix A**" (Professional Services Terms and Conditions) are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Respectfully Submitted,

William G. Anterline, III, P.E.
Project Manager

Sheila Ransbottom, P.E.
Project Sponsor

Enc.
Appendix A – Professional Terms and Conditions
Appendix B – 2025-05-27 Parking Lot Improvements Scope Meeting Notes

Should Wendel's proposal be accepted, Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C., a New York State licensed architecture and engineering firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____ , 20_____

Print Name: _____

Signature: _____

Title: _____

RETURN TO:
Wendel
375 Essjay Road, Suite 200
Williamsville, NY 14221

APPENDIX A

PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement. If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services 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 and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and

agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR $500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

CONSTRUCTION PHASE SERVICES

SITE VISITS. Wendel shall make visits to the site at intervals appropriate to the various phases of construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the drawings and the specifications. Wendel shall not be required to make exhaustive or continuous on-site observations to check the quality of the construction work. Wendel does not guarantee the performance of any contractors. On the basis of on-site observations as a design professional, Wendel shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and promptly report to the Client (1) known deviations from the contract

documents, (2) known deviations from the most recent construction schedule submitted by the contractor, and (3) defects and deficiencies observed in the work.

CONSTRUCTION MEANS AND METHODS. Wendel is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. Wendel is not responsible for the contractor's failure to execute the work in accordance with the construction contract.

SHOP DRAWING REVIEW. If shop drawing review is included in the services, Wendel shall review shop drawings, samples, and other submissions of the contractor only for general conformance to design concept.

FAST TRACK. In the case of the Client requesting the fast-track and phased project delivery method in which design services overlap construction, and recognizing the inherent risks of fast tracking to the design professional, Wendel will not be responsible for any design changes, design omissions, coordination errors, delays, disruptions, damages, liabilities, additional costs or modifications to work already in place that may result from a decision to accelerate the design and construction process. As an additional service, Wendel will be compensated for all changes in services to modify, correct or adjust the construction documents and coordinate them with other disciplines in order to meet a project's scope, program cost or schedule requirements because of the Client's decision to design and build the project in a fast track manner.

OTHER CLAUSES

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

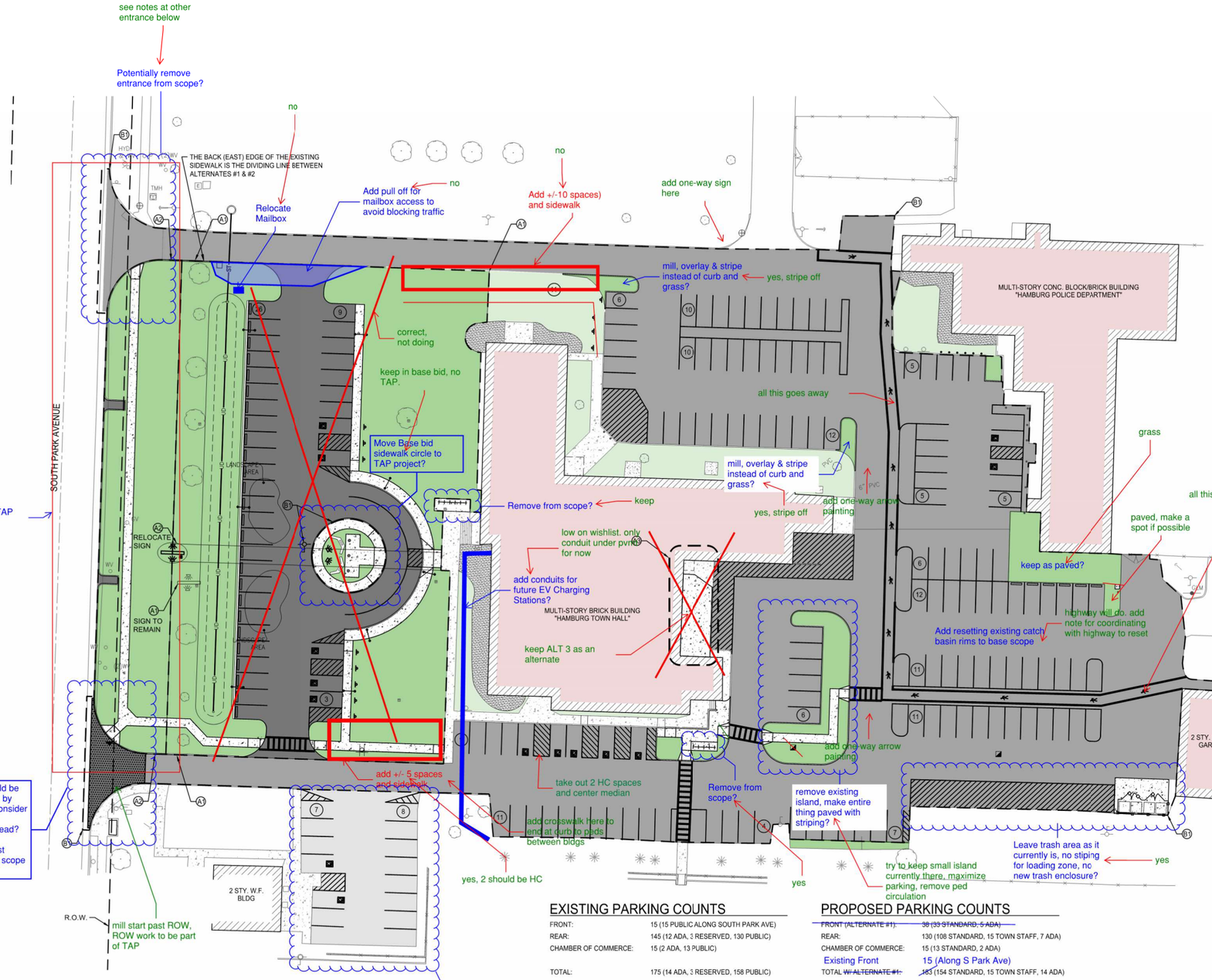
GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

APPENDIX B

GENERAL SITE NOTE:

1. AUTOCAD FILES WILL BE PROVIDED TO CONTRACTOR FOR CONSTRUCTION STAKEOUT PURPOSES.



EXISTING PARKING COUNTS

FRONT:	15 (15 PUBLIC ALONG SOUTH PARK AVE)
REAR:	145 (12 ADA, 3 RESERVED, 130 PUBLIC)
CHAMBER OF COMMERCE:	15 (2 ADA, 13 PUBLIC)
TOTAL:	175 (14 ADA, 3 RESERVED, 158 PUBLIC)

PROPOSED PARKING COUNTS

~~FRONT (ALTERNATE #1):~~	~~38 (33 STANDARD, 5 ADA)~~
REAR:	130 (108 STANDARD, 15 TOWN STAFF, 7 ADA)
CHAMBER OF COMMERCE:	15 (13 STANDARD, 2 ADA)
Existing Front	15 (Along S Park Ave)
TOTAL ~~W/ ALTERNATE #1:~~	~~183~~ (154 STANDARD, 15 TOWN STAFF, 14 ADA) 160

1 SITE LAYOUT & ALTERNATE INDEX PLAN
SCALE: 1" = 30'

SITE SURFACE LEGEND

- ASPHALT PAVEMENT - HEAVY DUTY; RE: 1, C502
- ASPHALT PAVEMENT - STANDARD DUTY; RE: 2, C502
- ASPHALT PAVEMENT - MILL & OVERLAY; RE: 3, C502
- ASPHALT PAVEMENT - CRACK FILLER & SEAL; RE: 11, C502
- CONCRETE SIDEWALK; RE: 5, C502
- CONCRETE PAD; RE: 4, C502
- LAWN / LANDSCAPE AREA

EXISTING LEGEND

- EXISTING BUILDING OUTLINE
- EXISTING CONCRETE SIDEWALK/STAIRS/RAMPS/PADS
- EXISTING RIGHT OF WAY
- EXISTING ROAD CENTERLINE
- EXISTING CONTOUR
- EXISTING EDGE OF PAVEMENT
- EXISTING CURBING
- EXISTING CHAIN LINK FENCE
- EXISTING LANDSCAPING AREA
- EXISTING OPEN STONE
- EXISTING SANITARY SEWER
- EXISTING WATER LINE / APPURTENANCES
- EXISTING STORM SEWER
- EXISTING GAS LINE / APPURTENANCES
- EXISTING ELECTRIC / COMMUNICATIONS LINE
- EXISTING TREE
- EXISTING LIGHT POLE
- EXISTING DISPLAY LIGHTING
- EXISTING EXTERIOR ELECTRICAL OUTLET
- EXISTING POST MOUNTED SIGN

DESCRIPTION OF BID ITEMS:

BID ITEMS SHALL INCLUDE BUT NOT BE LIMITED TO THE WORK DESCRIBED, AND SHALL INCLUDE ALL OTHER WORK NECESSARY AND REQUIRED TO PROVIDE THE WORK DESCRIBED COMPLETE AND READY FOR USE.

LIMITS ARE DEFINED BY HEAVY DASHED LINES:

(B1) BASE BID

1. MILLING AND PAVING OF THE ENTIRE PARKING LOT BEHIND THE TOWN HALL BUILDING AT 6100 SOUTH PARK AVENUE, AND THE ONE-WAY ENTRY AND EXIT DRIVES THAT INTERSECT WITH SOUTH PARK AVENUE. AS PART OF THE WORK, MODIFICATIONS WILL BE MADE TO THE PARKING LOT TO INCLUDE FIVE NEW CURBED AND TWO NEW NON-CURBED LAWN AREAS WHERE THE EXISTING PAVEMENT SHALL BE REMOVED IN FULL.
2. THE ENTRY DRIVE APPROACH, FROM THE EAST CURB LINE OF SOUTH PARK AVENUE TO THE EAST TERMINUS OF THE CURB RADIUS, SHALL BE REPLACED WITH FULL DEPTH HEAVY DUTY ASPHALT PAVEMENT.
3. SIGNAGE, PAVEMENT STRIPING INCLUDING NEW CROSS WALKS AND A NEW PEDESTRIAN WALKWAY, AND WHEEL STOPS.
4. PAVEMENT CRACK FILLING, SEALING, AND PAVEMENT STRIPING OF THE SMALL PARKING LOT BEHIND THE CHAMBER OF COMMERCE OFFICE AT 6122 SOUTH PARK AVENUE.
5. CONCRETE SIDEWALK AND CURB RAMPS ADJACENT TO THE NEW CROSSWALKS AND PEDESTRIAN WALKWAY MARKINGS.
6. A NEW DOGHOUSE CATCH BASIN LOCATED IN THE HEAVY DUTY ASPHALT AT THE ENTRANCE DRIVE ON AN EXISTING STORM DRAIN PIPE, A NEW DOGHOUSE CATCH BASIN LOCATED IN A NEW CURBED LAWN AREA ON AN EXISTING STORM DRAIN PIPE, AND A NEW CATCH BASIN WITH STORM DRAIN PIPE CONNECTING TO AN EXISTING CATCH BASIN IN THE REAR PARKING LOT.
7. A CONCRETE DUMPSTER PAD AND ENCLOSURE LOCATED IN THE SOUTHEAST CORNER OF THE REAR PARKING LOT.
8. SIX BOLLARDS INSTALLED IN FRONT OF THE POLICE STATION BUILDING.
9. RELOCATION OF AN EXISTING CARD READER WITH BASE ONTO A NEW CONCRETE PAD AT THE SOUTH SIDE OF THE POLICE STATION BUILDING.
10. TWO BIKE RACKS INSTALLED ON CONCRETE PADS.
11. A CIRCULAR MONUMENT AND FLAGPOLE ISLAND IN FRONT OF THE MAIN ENTRANCE TO THE TOWN HALL BUILDING. THE ISLAND SHALL INCLUDE A CIRCULAR CONCRETE SIDEWALK, CONCRETE FLAGPOLE AREA WITH TWO RELOCATED AND ONE NEW FLAGPOLE ON NEW FOUNDATIONS, TWO FOUNDATIONS FOR EXISTING MEMORIAL MONUMENTS THAT SHALL BE REMOVED, STORED AND PROTECTED BY THE CONTRACTOR, AND RELOCATED ONTO THE NEW FOUNDATIONS BY THE TOWN. WORK INCLUDES THE RELOCATION OF AN EXISTING 2" GAS LINE TO BE ROUTED AROUND THE NEW ISLAND. RELOCATION OF ONE EXISTING LAMP POST TO A NEW FOUNDATION LOCATED OUTSIDE OF THE NEW ISLAND, AND RELOCATION OF MONUMENT LIGHTING FROM THEIR EXISTING LOCATIONS TO THE NEW LOCATIONS.
12. WEEDING AND MULCHING OF FOUR EXISTING LANDSCAPE AREAS, INCLUDING PRUNING AND FERTILIZING OF EXISTING SHRUBS AND TREES.
13. PRUNING AND FERTILIZING OF AN EXISTING 30" DIAMETER MAPLE TREE, INCLUDING PROTECTION DURING CONSTRUCTION.

(A1) BID ALTERNATE #1

1. CONSTRUCTION OF A NEW PARKING LOT IN FRONT OF THE TOWN HALL BUILDING, INCLUDING STANDARD DUTY ASPHALT PAVING, CONCRETE CURBS AND SIDEWALK, SIGNAGE AND STRIPING, WHEEL STOPS, A CONCRETE CURB AND CURB RAMP FOR THE CIRCULAR SIDEWALK PROVIDED IN THE BASE BID AT THE MONUMENT AND FLAGPOLE ISLAND, AND THE RELOCATION OF THREE EXISTING LAMP POSTS (ONE OF WHICH IS RELOCATED TO A DIFFERENT LOCATION IN THE BASE BID) AND NEW LIGHT POLES AND FOUNDATIONS FOR THE PARKING LOT.
2. FOR BID ALTERNATE #1, THE TOWN SHALL PROVIDE STOCKPILING OF TOPSOIL FOR REUSE, EXCAVATION, TREE REMOVAL, AND ROUGH GRADING OF THE SITE. THE CONTRACTOR SHALL PROVIDE FINAL GRADING OF SUBGRADE AND ALL FINAL EARTHWORK AND GRADING OF THE SITE.
3. CONSTRUCTION OF A NEW BIORETENTION AREA IN FRONT OF THE PARKING LOT WITH STORM DRAINAGE SYSTEM, BIO SOIL AND PLANTINGS, AND A GRAVEL DIAPHRAGM AT THE PARKING LOT.
4. RELOCATION OF AN EXISTING MAIL COLLECTION BOX TO A NEW CONCRETE PAD, INCLUDING COORDINATION WITH USPS.
5. THE LIMIT OF WORK BETWEEN BID ALTERNATE #1 AND BID ALTERNATE #2 IS THE EAST EDGE OF THE EXISTING SIDEWALK PARALLEL TO SOUTH PARK AVENUE.

(A2) BID ALTERNATE #2

1. THE CONTRACTOR SHALL OBTAIN A HIGHWAY WORK PERMIT FROM NYSDOT FOR ANY WORK WITHIN THE HIGHWAY BOUNDARY OF SOUTH PARK AVENUE.
2. REMOVAL OF THE EXISTING PARKING AREA AND SIDEWALK ADJACENT TO SOUTH PARK AVENUE.
3. CONCRETE CURBS, WITH TWO CURB FLARES AT EXISTING CATCH BASINS TO REMAIN, AND CONCRETE SIDEWALK, WITH CURB RAMPS.
4. LAWN AREA BETWEEN THE NEW CURB AND NEW SIDEWALK, AND TO THE LIMIT OF WORK FOR BID ALTERNATE #1.
5. RELOCATION OF THE EXISTING TOWN SIGN, LIGHTING, AND ELECTRICAL OUTLET.

(A3) BID ALTERNATE #3

1. REMOVAL OF AN EXISTING GRAVEL AREA BEHIND THE TOWN HALL BUILDING, AND CONSTRUCTION OF A CURBED CONCRETE PATIO AREA.

yes → Remove from scope? (BID ALTERNATE #1)
yes → Remove from scope? (BID ALTERNATE #1)
yes → Remove from scope? (BID ALTERNATE #3)
yes → Move to TAP project? (BID ALTERNATE #2)
keep (BID ALTERNATE #3)

6100 SOUTH PARK AVENUE
HAMBURG NY, 14175

HAMBURG TOWN HALL
PARKING LOT
PROJECT #2024

CONSTRUCTION DOCUMENTS

wendel
Centerpointe Corporate Park
375 Essjay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p:716.688.0766 f:716.625.6825
Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C.

NOTE:
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF WENDEL WD ARCHITECTURE, ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WENDEL. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NO.	REVISIONS	DATE
A	PER TOWN COMMENTS	12/1/23

DWG. TITLE

SITE LAYOUT AND BASE BID / ALTERNATE INDEX PLAN

0 1" 2"
GENERIC SCALE BAR
SCALE BAR SHOWN IS TWO INCHES ON THE ORIGINAL DRAWING. IF NOT TWO INCHES ON THIS SHEET, ADJUST ACCORDINGLY

DATE	10/28/2024
SCALE	AS NOTED
DWN.	WGA CHK. SAR
PROJ. No.	300823PKLOT
DWG. No.	C200

Oct 24, 2024 – 11:43am
C:\Users\WGA\DC\ACCDocs\Wendel\300823PKLOT\Project Files_Revit & CAD\Civil\Composites\C200.dwg

4.24. Highway Budget Amendment

WHEREAS, The Highway Dept. has received funds from residents for installation of drainage pipe that has exceeded the amount budgeted for 2025 by $708.00.

THEREFORE, BE IT RESOLVED, that the Town Board approve that the funds exceeding the budgeted amount will be deposited into Revenue Account DB.2770.7 and transferred to DB.5110.474.

BE IT FURTHER RESOLVED, that the Expense Account DB.5110.474 be increased by $708.00.

4.25. TB Resolution to Extend a 6-Month Pause to Not Entertain NC or R-3 Rezonings

WHEREAS, the Hamburg Town Board passed a resolution on January 27th, 2025, to not entertain new rezoning requests for R-3 and NC zoning districts until new codes and regulations have been adopted by the Town; and

WHEREAS, planning and zoning related initiatives to evaluate and update land use regulations are ongoing, and currently the Town is in the process of updating the Town's site plan and subdivision regulations, along with other codes, and

WHEREAS, the Hamburg Town Board requests the Hamburg Planning Board thoroughly review, under SEQR and the laws of the Town of Hamburg, the public health and safety impacts of any multi-family housing projects brought before them for site plan approval, and

NOW THEREFORE BE IT RESOLVED, the Hamburg Town Board extends the pause on not entertaining rezonings to R-3 and N-C for an additional six (6) months as codes are being finalized.

BE IT FURTHER RESOLVED, this resolution takes effect immediately upon adoption.

4.26. Chapter 80 Referral to Planning Board and Public Hearing

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

WHEREAS, the Code Review Committee has reviewed the Unsafe Buildings regulations of Chapter 80 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 80 (Buildings, Unsafe), by amending § 80-5, entitled “Recovery of Costs.”

NOW, THEREFORE, BE IT RESOLVED, that the Hamburg Town Board hereby entertains this proposed local law amendment and authorizes the referral of this proposed law amendment to Erie County, and to the Hamburg Planning Board for its review and recommendation, and sets a public hearing for September 8th, 2025, at 7 pm in the Court Room of Hamburg Town Hall.

ATTACHMENTS:

Chapter 80 code proposal.pdf

Chapter 80. Buildings, Unsafe

§ 80-5. Recovery of costs.

All costs and expenses incurred by the town in connection with the proceedings to remove or secure, including but not limited to reasonable attorneys' fees, costs of inspectors, architects, practical builders, engineers and/or surveyors, and the cost of actually securing and/or removing said building or structure plus an additional fee of 20% of the overall costs for inspection and administrative overhead, shall be assessed against the land on which said building or structure is located.

4.27. Health and Safety Coordinator

RESOLVED, the Town Board approve the appointment of Charles Zahm to take over as HEALTH AND SAFETY COORDINATOR due to the resignation of Jerome Giglio, effective immediately and ending December 31, 2025. The rate of pay is $5,436.86, to be prorated for the remainder of the term ($2613.88 @ 209.11 per pay period).

Funds are available in account A7140.102

4.28. Youth, Recreation & Senior Services PAF

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

YRSS PAF 7-7-25.pdf

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: 7/3/25 Department: Youth, Recreation, Senior Services

Department Head Signature: _____

Supervisor Signature: _____ Date: _____

TOWN BOARD MEETING OF 7/7/25

PAGE 1 of 1

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		Balaya, Sophia	N	Lifeguard A.7180 Seas.	7/8/25		$ 16.00	
2	5151	Barton, Virginia	R	Rec. Attend. A6780 P/T			$ 16.50	6/28/2025
	5151	Barton, Virginia		Rec. Attend A6772 P/T	6/29/25		$ 16.50	
3	4696	Hilaire, Rachel	R	Rec Attend. A6780 P/T			$ 17.00	7/11/25
	4696	Hilaire, Rachel		Rec. Attend. A6772 P/T	7/12/25		$ 17.00	
4	4698	Lauria, Theresa	R	Rec. Attend. A6780 P/T			$ 17.00	7/11/25
	4698	Lauria, Theresa		Rec. Attend. A6772 P/T	7/12/25		$ 17.00	
5	4141	Parker, Nancy	R	Rec. Attend. A6780 P/T			$ 17.25	7/11/25
	4141	Parker, Nancy		Rec. Attend. A6772 P/T	7/12/25		$ 17.25	
6	5156	Smith, Mindy	R	Rec. Attend. A6780 P/T			$ 17.00	7/11/25
	5156	Smith, Mindy		Rec. Attend. A6772 P/T	7/12/25		$ 17.00	
7	4950	Wojtaszczyk, Darlene	R	Rec. Attend. A6780 P/T			$ 16.75	7/11/25
	4950	Wojtaszczyk, Darlene		Rec. Attend. A6772 P/T	7/12/25		$ 16.75	
8	5224	Lizak, Thomas	R	Rec. Attend A6772 Seas.			$ 16.25	7/11/25
	5224	Lizak, Thomas		Rec. Attend A6772 P/T	7/12/25		$ 16.25	
9	3321	Saunders Joyce	R	Rec. Attend. A6772 Seas.			$ 17.25	7/11/2025
	3321	Saunders Joyce		Rec. Attend. A6772 P/T	7/12/25		$ 17.25	
11	5364	Rogers, Jim		Rec. Attend. A6772 P/T				7/8/2025
12	5324	Utter, Thomas		Rec. Attend. A7184 P/T				7/8/2025
13	1648	Brown, Joy	R	PT Laborer A.7140.102				7/7/2025
	1648	Brown, Joy		Rec. Attend. A.6772	7/8/25		$16.00	7/8/2025
14	4693	Flanigan, James	R	Van Driver A6772 P/T				8/2/2025
	4693	Flanigan, James		Van Driver A6772 Seas.	8/3/25		$16.50	

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: 7/3/25 Department: Youth, Recreation, Senior Services

Department Head Signature: _____

Supervisor Signature: _____ Date: _____

TOWN BOARD MEETING OF 7/7/25

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
15	5105	Gallardo, Ramon	R	Van Driver A6772 P/T.				7/7/2025
	5105	Gallardo, Ramon		Van Driver A6772 Seas.	7/8/25		$18.00	
16	5036	Pratico, Lawrence	R	Van Driver A6772 P/T				7/28/2025
	5036	Pratico, Lawrence		Van Driver A6772 Seas.	7/28/25		$16.50	
17	5341	Benstead, Nicholas	R	Rec. Attend A7310 P/T.				7/7/2025
	5341	Benstead, Nicholas		Rec. Attend A7310 Seas.	7/8/25		$15.50	

4.29. B&G PAF

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

ATTACHMENTS:

DOC070325.pdf

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Department- Buildings & Grounds

Department Head Signature_____

Supervisor Signature C. Ruffino Date 7/2/25

TOWN BOARD MEETING OF JULY 7, 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	5313	Mary Ewansiha		PT Cleaner/A.7140.102				7/1/2025
2	5222	James Gehrke		PT Cleaner/A.7140.102				7/1/2025
3	5196	Amy LeBuff		PT Cleaner/A.7140.102				7/1/2025
4	4356	Suzanne Staley		PT Cleaner/A.7140.102				7/1/2025
5	4893	Christina Zylinski		PT Laborer/A.7140.102				7/1/2025
6	3567	Reanna Krautsack		FT Laborer/A.7140.100		$35.47		6/30/2025
7	3567	Reanna Krautsack	R	FT Skilled Laborer/ A.7140.100	7/1/2025	$36.95		
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4.30. Highway Surplus Equipment Auction

WHEREAS, The Highway Dept. has a number of vehicles and equipment that is no longer needed and should be replaced and/or updated ; and

THEREFORE, BE IT RESOLVED, that the Town Board approve that the attached list of vehicles and equipment are hereby declared to be sold via auction; and

BE IT FURTHER RESOLVED, that the proceeds from the auction of surplus vehicles and equipment will be deposited to DB.2650.000 and transferred to DB.5130.201

ATTACHMENTS:

Highway Surplus Equipment List.docx

Highway Surplus Equipment List

- **2014 Ford F250 4x4**
- **2007 Peterbilt Model 340 Plow Truck**
- **2012 Ford F250 Crew Cab**
- **2010 New Holland Tractor Model T5040**
- **1996 Vac All Truck**

4.31. Approve Supervisor to sign PO17 for Administrative Aide-Police (Administrative Assistant to Chief of Police)

BE IT RESOLVED, that the Town Board authorize the Supervisor to sign the Civil Service approved PO17 creating the title Administrative Aide-Police (Administrative Assistant to Chief of Police).

ATTACHMENTS:

Hamburg - Administrative Aide - Chief of Police.pdf

Form PO-17
Rev. 1/89

NEW POSITION DUTIES STATEMENT

Date May 21, 2025
From:
County Dept. _____
Town of Hamburg
Village_____ __
Spec. Dist. _____ ___

To:
PERSONNEL OFFICER County of Erie
Edward A. Rath County Office Bldg.
95 Franklin Street
Buffalo, New York 14202

Pursuant to the provisions of Section 22, of the Civil Service Law, I am submitting statement of duties of proposed new position. (NOTE: Department head or other authority requesting the creation of a new position, shall prepare a description for each new position to be created except that one description may cover two or more identical positions in the same unit. Send three typed copies to the Personnel Officer.)

1. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.	
PER CENT OF WORK TIME	
	As per attached

(Attach additional sheets is more space is needed)

2. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)

NAME	TITLE	TYPE OF SUPERVISION
Peter Dienes	Chief of Police	Department Head

3. Names and Titles of Persons Supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
Hannah Scharlock/Theresa Caber/ Gail Capasso	Sr Police Clerk / Police Clerk / PT Police Clerk	Scheduling/Payroll
Richard Stoberl	Dog Control Officer	
Abby Whisner	Domestic Violence Advocate	
Maureen Grande / Gregory Gawley	Beach Security Personnel and various PT Crossing Guards / Matrons	

4. Names and Titles of Persons doing substantially the same kind and level of work as will be done by the incumbent of this new position. N/A

NAME	TITLE	LOCATION OF POSITION

5. What minimum qualifications do you think should be required for this position? (High School, College, Degrees, etc., plus years of experience)

Graduation from high school or possession of a high school equivalency diploma and six (6) years of office, business, or clerical experience or a four-year degree with two (2) years of office, business, or clerical experience.

Essential knowledge, skills and abilities:

As per attached

Type of License or certificate required: N/A

6. As Department Head (or other Authority) I certify the above statements are accurate and complete.

Date: 5/21/25 Title Chief of Police Signature: Peter Dienes

CERTIFICIATE OF PERSONNEL OFFICER

7. In accordance with the provisions of Civil Service Law, Section 22, the ERIE COUNTY PERSONNEL OFFICER certifies that the appropriate civil service title for the position described is Administrative Aide - Police (Comp)

Date: 6/17/2025 Signature Tammi Burns-DeLuca

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY

8. Creation of described position

☐ Approved

☐ Disapproved

Date: Signature:

RETURN ONE COMPLETE COPY TO PERSONNEL OFFICER- After completing Sec. 8 when position(s) are approved

ADMINISTRATIVE AIDE - Chief of Police

(Administrative Assistant to Chief of Police)

DISTINGUISHING FEATURES OF THE CLASS: The work involves performing a variety of confidential duties for higher ranking Police Department Officials. The incumbent functions as a confidential assistant performing a wide variety of clerical and technical computer-related duties of a sensitive nature. Work is performed under the direct supervision of higher-ranking Police Department Officials. Does related work as required.

TYPICAL WORK ACTIVITIES:

Performs important highly confidential administrative work, in a timely and comprehensive manner, involving operations of the department.

Uses independent discretion and judgement in coordinating the administrative operations of the department including scheduling appointments and meetings, responding to requests for information and assistance, resolving problems and complaints, and handling telephone calls with the ability to articulate clearly and logically orally and in writing. Handles confidential and/or sensitive information requiring the use of discretion, good judgement, tact, initiative, and dependability.

Verifies, enters, and maintains data associated with confidential issues such as employee performance; prepares, processes, and maintains internal personnel and medical records; employee injuries and accidents; employee discipline issues; as well as employee recognition and awards programs to support morals and maintain professional standards.

Handles the canvassing of both new and provisional candidates for the Police Department including the creation and distribution of canvassing letters, receipt of responses, submission of Town Board resolution appointing new/provisional candidates and ultimately submitting all related documentation to Erie County Personnel Department.

Compiles and verifies information for processing financial, budgetary, or statistical reports of a technical nature. Helps prepare budget and monitor expenditures; keeps revenue and expenditure records; monitors budget line items; accounts payable and receivable, billing; purchasing supplies and equipment; and operational performance reporting relative to grant funding.

Handles payroll including daily preparation and maintenance of payroll related records and files as well as biweekly submission of payroll for the Police Department (including Police Officers of varying ranks, Matrons, Crossing Guards, Police Clerks, and Beach Security personnel).

Also responsible for maintaining financial and budgetary files as well as payroll and payroll related records for Dog Control Officer and Domestic Violence Advocate Departments.

Assists, as needed, with a variety of administrative tasks of the department. Exercises supervision over and gives direction to other department Police Clerk employees.

ADMINISTRATIVE AIDE - Chief of Police

(Administrative Assistant to Chief of Police)

Position requires a high concentration of effective knowledge, integration, and use of computers to create and manage files, records, spreadsheets, and databases to enter and retrieve information; set up and maintain a highly confidential filing system. Adept at using Microsoft Word and Excel to produce reports and track as well as organize data for Administrative Police Officials. Collects information and prepares a variety of letters, mail merges, complex reports, charts, and other documents requiring special formatting or containing complex formulas in Microsoft Excel. Composes correspondence on own initiative or under general direction to expedite the processing and completion of work. Receives, reviews, and screens correspondence addressed to Police Chief and processes department mail and distributes mail to appropriate individuals.

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a high school equivalency diploma and six (6) years of office, business, or clerical experience or a four-year degree and two (2) years of office, business, or clerical experience.

NOTE: Candidate must pass a security clearance in order to obtain access to confidential law enforcement databases.

4.32. Town-wide Refuse and Garbage District MPR Proposal Authorization Resolution

WHEREAS, the Town Board of the Town of Hamburg (the "Town Board") pursuant to Article 12-A of the Town Law is considering establishing a town-wide residential refuse and garbage district in the Town of Hamburg ("District"); and

WHEREAS, Town Board desires to obtain a map, plan and report for the establishment of the District; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board directs the Town Engineer to supervise the preparation of general map, plan and report pursuant to the requirements of Town Law § 209-c to support the establishment of the District; and

BE IT FURTHER RESLOVED, that the sum of $5,000 is hereby appropriated [H122.1420.0440 - Contracted Personal Services] to pay the cost of preparing a general map, plan and report for the establishment of the District; and

BE IT FURTHER RESOLVED, that said funds shall be transferred as a loan from the General Fund balance (A000-0000-0909-0000), with the intent that the General Fund will be reimbursed from the proceeds of the district, when the district is established; and

BE IT FURTHER RESLOVED, that the Town Board authorizes the Town of Hamburg Supervisor to sign a proposal for professional services for the preparation of the general map, plan and report which shall be consistent with the terms of this Resolution; and

BE IT FURTHER RESLOVED, that this Resolution is subject to a permissive referendum in the manner provided in Town Law Article 7.

4.33. Payment for Completion of Fiber Relocation Project

WHEREAS, the Town Board previously encumbered funds in Fiscal Year 2024 for the Fiber Infrastructure Relocation Project; and

WHEREAS, the original vendor awarded a portion of the contract for the Project was unable to complete the required relocation of the fiber infrastructure; and

WHEREAS, as a result of the vendor's inability to complete the work, Purchase Order No. PO-0004198097 was closed, and the remaining funds are available to support the completion of the Project; and

WHEREAS, the fiber infrastructure relocation work remains necessary, and Verizon has been identified as the appropriate service provider to complete this scope of work;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes payment in the amount of $19,621.85 to Verizon for the completion of the fiber infrastructure relocation work, to be funded from the unspent funds associated with closed Purchase Order No. PO-0004198097.

4.34. Pleasant Woods Subdivision Completion and Acceptance

BE IT RESOLVED, that the Town Engineer's report on the completion and acceptance of the PLEASANT WOODS subdivision work performed under Public Improvement Permit Nos. 1090, 1091 and 1092 be received and accepted, and that the Supervisor is authorized to sign the report, and

BE IT FURTHER RESOLVED, that this resolution becomes effective on the day the report is signed by the Supervisor.