

Agenda

Natalie E. Nitsche Town Clerk

Town Board of the Town of Hamburg

May 4, 2026

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Minutes of Previous Meeting**
- 4. Agenda Items**
 - 4.1. Notice of Public Hearing Proposed Local Law 7, 2026**
 - 4.2. Police – Beach Security**
 - 4.3. POLICE - PAF**
 - 4.4. PO17 for the IT Department**
 - 4.5. Youth, Recreation, & Senior Serves P.A.F.**
 - 4.6. B&G PAF**
 - 4.7. Planning Board Alternate Member Appointment**
 - 4.8. B&G Equipment Lift**
 - 4.9. Youth, Recreation, & Senior Services Budget Transfer**
 - 4.10. Budget Amendment/Transfer**
 - 4.11. Traffic Safety Advisory Board-Speed Study Recommendation to Erie County**
 - 4.12. Ice Rink Roof Top Units Design Request For Proposals**
 - 4.13. Town Hall Parking Lot Police Station Revisions CO#2**
 - 4.14. State and Federal Action to Establish High School Firefighter Education and Training Programs for Juniors and Seniors**
 - 4.15. Townwide ERP Software Implementation**
- 5. Public Comment**
- 6. Meeting is adjourned by Supervisor**

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.1. Notice of Public Hearing Proposed Local Law 7, 2026

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

TOWN OF HAMBURG

NOTICE IS HEREBY GIVEN that on April 13, 2026, there has been presented to the Town Board of the Town of Hamburg, New York, a proposed local law #7 2026. This proposed local law would impose a temporary 12-month moratorium on all battery energy storage system (BESS) facilities and Tier 2 and Tier 3 Solar Energy Systems in the Town of Hamburg.

THEREFORE, pursuant to statute the Town Board will hold a public hearing on said proposed local law at 7:00 p.m. on May 4, 2026, at Hamburg Town Hall, 6100 South Park Avenue, Hamburg, New York 14075, at which time and place all persons interested will be heard. A copy of the proposed local law is on file for public review at the office of the Town Clerk of the Town of Hamburg during regular business hours.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HAMBURG

Dated: April 13, 2026

Natalie Nitsche

Town Clerk

Town of Hamburg

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.2. Police – Beach Security

BE IT RESOLVED THAT the Town Board approves the rehiring of Maureen M Grande to the seasonal PART-TIME position of BEACH SECURITY, effective May 22, 2026; and

THEREFORE, BE IT FURTHER RESOLVED, the Town Board authorizes Maureen Grande the authority to enforce the laws and ordinances of the Town of Hamburg Code, and is further authorized to issue Parking Tickets (188-18 Town Code).

Salary is \$24.00 per hour with a maximum of 35 hours per week.

Funds are available in A7180.0104.

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.3. POLICE - PAF

BE IT RESOLVED, that the Town Board approves the hiring of personnel for the Police Department as follows:

ATTACHMENTS:

[Police PAF_Beach_Grande_M_Ioviero K 5-4-2026.pdf](#)

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: **April 20, 2026**

Department: **POLICE**

Department Head Signature _____

[Signature]

Supervisor Signature _____

[Signature]

Date _____

4/29/24

TOWN BOARD MEETING OF: May 4, 2026

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	Full time		PT/Sea/temp		Term date
					hrly rate	Start date	hrly rate	hrly rate	
1	5248	Maureen Grande	R	Security Officer - Beach		5/22/2026		\$24.00	
2	5413	Karen Ioviero	N	Beach Greeter		5/22/2026		\$20.00	
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Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.4. PO17 for the IT Department

BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the attached PO17 for the IT Department

ATTACHMENTS:

[Resolution-PO17 Microcomputer Technical Support Specialist.pdf](#)

NEW POSITION DUTIES STATEMENT

Rev 08/15

To:
PERSONNEL OFFICER County of Erie
Edward A. Rath County Office Bldg.
95 Franklin St.
Buffalo, NY 14202

Date: 03/25/2026

From: Town of Hamburg

☐ County Dept☒ Town☐ Special Dist.☐ Village

Pursuant to the provisions of Section 22, of the Civil Service Law, I am submitting statement of duties of the 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.)

I. DESCRIPTION OF DUTIES:

Percent of Total Time/Frequency	ACTIVITIES
100 %	Responsible for the design, development, support and implementation of computer applications as well as local area network (LAN) operating systems (Novell, PC LAN, OS/2, DOS); Prepares charts, tables and diagrams to assist in analyzing problems for LAN's. Advises user staff in preparing a detailed training program from LAN diagrams; Monitors and adjusts LAN systems for optimal performance. Organizes and prepares LAN system documentation; assists in the training and instruction of users in LAN operating systems and Token Ring systems; Analyzes, defines and designs requirement statements for dial-up communications; Studies and evaluates substantive programs and operational methods and procedures for the purpose of determining the feasibility of adapting them to electronic data processing methods for LAN and personal computer to mainframe communications; Generate, customizes and supports communications software (Bluelynx, IBM, Attachmate, Gateway) for OS/2; Provides network operators with training required to efficiently use communications hardware and software facilities; Acts as liaison between Information Center group and Network Communications group; Performs hardware and software evaluations and provides management with reports and oral recommendations; Studies and evaluates substantive programs and operational methods and procedures for the purpose of determining the feasibility of adapting them to electronic data processing methods; Gathers information in the area of processing volumes, processing time and projected operating cost to assist in the analysis of cost statistics; Performs hardware and software evaluations and provides management with written and oral recommendations; Participates in project organization and scheduling; Installs, customizes and maintains all vendor supplied software for LAN operation. Assists in the training and instruction of users in the area of LAN application software and Token

Ring systems

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

NAME

TITLE

TYPE OF SUPERVISION

Jennifer Robertson

SSIS

3. Names and Titles of Persons Supervised by this position

NAME

TITLE

TYPE OF SUPERVISION

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.

NAME

TITLE

LOCATION OF POSITION

Jeffrey Pulinski

Microcomputer Technical Support Specialist

Hamburg Town Hall

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

(a) Graduation from a regionally accredited or New York State registered four (4) year college or university with a Bachelor's degree and two (2) years of experience in computer programming which included, at least, one (1) year of experience in programming and/or maintenance of vendor supplied operating software; or:

(b) Graduation from a regionally accredited or New York State registered two (2) or four (4) year college or university with an Associate's degree in Data Processing, Computer Science, Business Administration or related field and four (4) years of data processing experience, two (2) years of which, included computer programming, and at least one (1) year of experience in programming and/or maintenance of vendor supplied operating software; or:

(c) Graduation from high school or possession of a high school equivalency diploma and six (6) years of data processing experience, two (2) years of which, included computer programming, and at least one (1) year of experience in programming and/or maintenance of vendor supplied operating software; or:

(d) An equivalent combination of training and experience as defined by the limits of (a), (b), (c) and (d).

NOTE: Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full-time experience requirements.

Essential knowledge, skills, and abilities: Thorough knowledge of the principles and techniques involved in mainframe to personal computer data transfer; thorough knowledge of both mainframe and personal computer operating systems; thorough knowledge of local area network topologies and operating systems; good knowledge of systems analysis concepts; ability to communicate clearly both orally and in writing; ability to work well with others; possess logical reasoning and sound judgement; initiative and resourcefulness; physical condition commensurate with the demands of the position.

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

Date: 4-9-26

Title: SSIS

Signature: Jennifer Robertson

CERTIFICATE OF PERSONNEL OFFICER

7. In accordance with the provisions of Civil Service Law, Section 22, the ERIE COUNTY PERSONNEL OFFICER certifies that the appropriate service title for the position described is:

Microcomputer Technical Support Specialist - PJC

Date: 4/9/2026

Signature: Thomas Burns

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 section 8 when position(s) are approved.

Town Board of the Town of Hamburg

May 4, 2026 Meeting

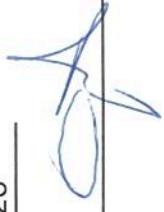
4.5. Youth, Recreation, & Senior Serves P.A.F.

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 5-4-26.pdf](#)

Date of Request: 4/30/26 Department: Youth, Recreation, Senior Services

Department Head Signature: 

Supervisor Signature: Date:

TOWN BOARD MEETING OF 5/4/26

PAGE 1 of 3

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	4121	Lantzy, Raymond	R	Van Driver A6772 P/T				5/4/2026
	4121	Lantzy, Raymond	R	Van Driver A6772 Seas.	5/5/26		\$ 17.75	
2	5363	Carpenter, Daniel	R	Rec. Attend A7184 P/T				5/6/2026
	5363	Carpenter, Daniel	R	Rec. Attend A7182 Seas.	5/7/26		\$ 16.00	
3	5379	Ehret, Jenna	R	Rec. Attend A7184 P/T				5/4/2026
	5373	Ehret, Jenna	R	Rec. Attend A7184 Seas.	5/5/26		\$ 16.00	
4	5077	Gorman, James	R	Rec. Attend A7184 P/T				5/4/2026
	5077	Gorman, James	R	Rec. Attend A7184 Seas.	5/5/26		\$16.00	
5	5235	Joslin, Sr., Mark	R	Rec. Attend A7184 P/T				5/8/2026
	5235	Joslin, Sr., Mark	R	Rec. Attend A7182 Seas.	5/9/2026		\$16.00	
6	4221	Kumiega, Mark	R	Rec. Attend A7184 P/T				5/8/2026
	4221	Kumiega, Mark	R	Rec. Attend A7182 Seas.	5/9/26		\$16.00	
7	5320	Kumiega, Trevor	R	Rec. Attend A7184 P/T				5/6/2026
	5320	Kumiega, Trevor	R	Rec. Attend A7182 Seas.	5/7/26		\$16.00	
8	5262	Monnin, Riley	R	Rec. Attend A7184 P/T				5/4/2026
	5262	Monnin, Riley	R	Rec. Attend A7184 Seas.	5/5/26		\$17.00	
9	5132	O'Brien, Elizabeth	R	Rec. Attend A7184 P/T				5/7/2026
	5132	O'Brien, Elizabeth	R	Rec. Attend A7182 Seas.	5/8/26		\$16.50	
10	5138	O'Brien, Kathryn	R	Rec. Attend A7184 P/T				5/7/2026
	5138	O'Brien, Kathryn	R	Rec. Attend A7182 Seas.	5/8/26		\$16.50	
11	5324	Santoro, George	R	Rec. Attend A7184 P/T				5/8/2026
	5324	Santoro, George	R	Rec. Attend A7182 Seas.	5/9/26		16.00	

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: _____ Department: Youth, Recreation, Senior Services

Department Head Signature: _____

Supervisor Signature: _____ Date: _____

TOWN BOARD MEETING OF 5/4/26
PAGE 2 of 3

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
12	5160	Scherer, Andrew	R	Rec. Attend A7184 P/T				5/7/2026
	5160	Scherer, Andrew	R	Rec. Attend A7182 Seas.	5/8/26		\$ 16.00	
13	5033	Siebert, James	R	Rec. Attend A7184 P/T				5/7/2026
	5033	Siebert, James	R	Rec. Attend A7182 Seas.	5/8/26		\$ 16.00	
14	5131	Sullivan, Mikayla	R	Rec. Attend A7184 P/T				5/7/2026
	5131	Sullivan, Mikayla	R	Rec. Attend A7182 Seas.	5/8/26		\$ 16.00	
15	5054	Wyman, Declan	R	Rec. Attend A7184 P/T				5/7/2026
	5054	Wyman, Declan	R	Rec. Attend A7182 Seas.	5/8/26		\$ 17.00	
16	5244	Antonio, Paige	R	Lifeguard A7310 P/T				5/4/2026
	5244	Antonio, Paige	R	Lifeguard A7180 Seas.	5/5/26		\$ 19.50	
17	5158	Barry, Jake	R	Rec. Attend. A7310 P/T				5/4/2026
	5158	Barry, Jake	R	Rec. Attend A7310 Seas.	5/5/26		\$ 16.00	
18	5408	Balaya, Sophia	R	Lifeguard A7310 P/T				7/7/2026
	5408	Balaya, Sophia	R	Lifeguard A7180 Seas.	7/8/26		\$ 19.50	
19	5322	Dee, Hailey	R	Lifeguard A7310 P/T				5/4/2026
	5322	Dee, Hailey	R	Lifeguard A7180 Seas.	5/5/26		\$ 19.50	
20	5096	DeMeo, Isabella	R	Lifeguard A7310 P/T				5/4/2026
	5096	DeMeo, Isabella	R	Lifeguard A7180 Seas.	5/5/26		\$ 20.00	
21	5382	Fitzgerald, Matigan	R	Lifeguard A7310 P/T				5/12/2026
	5382	Fitzgerald, Matigan	R	Lifeguard A7180 Seas.	5/13/26		\$ 19.50	
22	5252	Gullo, Salvatore	R	Lifeguard A7310 P/T				5/4/2026
	5252	Gullo, Salvatore	R	Lifeguard A7180 Seas.	5/5/26		\$ 19.50	

TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: _____ Department: Youth, Recreation, Senior Services

Department Head Signature: _____

Supervisor Signature: _____ Date: _____

TOWN BOARD MEETING OF 5/4/26

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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
23	5121	Patronik, Lucas	R	Lifeguard A7310 P/T				5/4/2026
	5121	Patronik, Lucas	R	Lifeguard A7180 Seas.	5/5/26		\$ 20.00	
24	5187	Radomski, Charlie	R	Lifeguard A7310 P/T				5/4/2026
	5187	Radomski, Charlie	R	Lifeguard A7180 Seas.	5/5/26		\$ 20.00	
25	5087	Radomski, Jackson	R	Lifeguard A7310 P/T				5/4/2026
	5087	Radomski, Jackson	R	Lifeguard A7180 Seas.	5/5/26		\$ 20.00	
26	4997	Regan, Abby	R	Lifeguard A7310 P/T				5/4/2026
	4997	Regan, Abby	R	Lifeguard A7180 Seas.	5/5/26		\$ 20.00	
27	5106	Regan, Maggie	R	Lifeguard A7310 P/T				5/5/2026
	5106	Regan, Maggie	R	Lifeguard A7180 Seas.	5/6/26		\$ 20.00	
28	2875	Steger, Joseph	R	Rec. Attend A7310 P/T				5/4/2026
	2875	Steger, Joseph	R	Rec. Attend A7182 Seas.	5/5/26		\$ 19.50	
29	5344	Tothero, Madeline	R	Rec. Attend A7310 P/T				5/4/2026
	5344	Tothero, Madeline	R	Rec. Attend A7182 Seas.	5/5/26		\$ 19.50	
30	5238	Vitko, Kaden	R	Rec. Attend A7310 P/T				5/4/2026
	5238	Vitko, Kaden	R	Rec. Attend A7182 Seas.	5/5/26		\$ 19.50	
31		Hoffman, Michael	N	Rec. Attend A7182 P/T	5/5/26		\$ 16.00	
32	5404	Davis, Colton	R	Lifeguard A7310 P/T				6/16/2026
	5404	Davis, Colton	R	Lifeguard A7180 Seas.	6/17/26		\$ 19.50	
33	5271	Meade, Juliana	R	Lifeguard A7310 P/T				5/20/2026
	5271	Meade, Juliana	R	Lifeguard A7180 Seas.	5/21/2026		\$ 19.50	
34	5403	Phillips, Asa	R	Lifeguard A7310 P/T				6/16/2026
	5403	Phillips, Asa	R	Lifeguard A7180 Seas.	6/17/2026		19.5	

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.6. B&G PAF

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

ATTACHMENTS:

[Signed BG PAF 05-04-26.pdf](#)

~~Department- Buildings & Grounds~~

Supervisor Signature: _____

Date:

TOWN BOARD MEETING OF MAY 4, 2026

PAGE 1 of 1

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

[illegible]

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.7. Planning Board Alternate Member Appointment

RESOLVED, pursuant to Town Code §34-12, the Hamburg Town Board appoints Milton Quandt as an Alternate to the Planning Board for a two (2) year term ending May 3, 2028.

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.8. B&G Equipment Lift

WHEREAS, the Buildings & Grounds Department has a need to replace the equipment lift, and

WHEREAS, the Buildings & Grounds Department has received two quotes:

Grassland Equipment & Irrigation Corp.	\$10,815.00
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PrecisionUSA	\$12,236.33
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BE IT RESOLVED, that the Town Board approves the purchase of a new lift from Grassland Equipment & Irrigation Corp. for \$10,815.00.

Funds available in Account # A.7183.413 to be transferred to A.7183.201.

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.9. Youth, Recreation, & Senior Services Budget Transfer

WHEREAS, the Recreation Department would like to move one of its computer stations at the golf course requiring the IT department to incur various expenses.

NOW THEREFORE BE IT RESOLVED, that the Town Board does hereby authorize a budget transfer in 2026 to decrease/increase the appropriate expenditure lines.

A.7182.0412 to A.1690.423, in the amount of \$748

A.7182.0412 to A.1690.207, in the amount of \$100

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.10. Budget Amendment/Transfer

WHEREAS, the Town of Hamburg is dedicated to enhancing our parks and playgrounds on an annual basis; and

WHEREAS, the Town of Hamburg would like to purchase 1 design from a Sourcewell and/or Omnia approved company to replace damaged equipment at Taylor Road Park in 2026 in an amount not to exceed \$150,000 for equipment; site preparation; installation; freight, and compliance.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves a budget amendment to transfer \$150,000 from the Park Fund Balance to the General Fund Playgrounds and Recreation Center Permanent Improvements as follows:

PARK FUND (SB):

SB00.0000.0599.0000 - Appropriated Fund Balance –\$150,000

SB000.9901.0915 – Interfund Transfers to General Fund –\$150,000

GENERAL FUND (A):

A0000.0000.5031.0015 – Interfund Transfers from Park Fund –\$150,000

A0000.7140.0303.0000 – Playgrounds & Recreation Permanent Improvements - \$150,000; and

BE IT FURTHER RESOLVED, that the Town Supervisor and Finance Office are authorized and directed to make the necessary accounting and budgetary entries to carry out this amendment.

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.11. Traffic Safety Advisory Board-Speed Study Recommendation to Erie County

WHEREAS, the Traffic Safety Board has received complaints from residents about the posted speed limit on Lakeview Rd from Southwestern to Versailles Rd.

WHEREAS, the Town of Hamburg Traffic Safety Advisory Board, reviewed all the information provided and voted to recommend a resolution be sent to Erie County to review the speed limit on Lakeview Rd from Southwestern to Versailles Rd.

NOW THEREFORE BE IT RESOLVED, that the Hamburg Town Board authorizes the TSAB Coordinator to generate the proper paperwork to be sent to Erie County.

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.12. Ice Rink Roof Top Units Design Request For Proposals

WHEREAS, there are two Roof-Top Units at the Town ice rink. One is not functional and cannot be repaired. The other is in poor condition and should it fail will also be unrepairable; and

WHEREAS, the Town needs a design firm to analyze the HVAC operation of the service areas and provide recommendations and design of replacement of the units with all related structural, mechanical, electrical and control needs; and

WHEREAS, the Engineering Department would like to connect with qualified local design firms for this work.

BE IT RESOLVED, that the Town Board authorizes the Town Engineer to prepare and distribute the RFP and collect proposals for consideration by the Town.

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.13. Town Hall Parking Lot Police Station Revisions CO#2

WHEREAS, the Town has undertaken the renovation and repaving of the Town Hall parking lot; and

WHEREAS, following a field visit with the engineer, several concerns were identified with the concrete ramps and utility box in front of the police station; and

WHEREAS, Wendel Engineering, who designed the original project, has provided a proposal to incorporate the revisions to this area.

BE IT RESOLVED, that the Town Board authorizes the supervisor to sign the proposal from Wendel Engineering in the amount not-to-exceed \$4,100.

Funds are available in H.108.1440.456.403

ATTACHMENTS:

[ToH Town Hall Parking_Change Order #2_04-24-26.pdf](#)

March 24, 2026

TOWN OF HAMBURG

Town Hall Parking Lot 2025 Design Services Change Order #2

Town of Hamburg

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



SUBJECT: TOWN HALL PARKING LOT 2025 DESIGN SERVICES - CO#2

Dear Ms. Jarrell:

Thank you for the opportunity to continue working with the Town on this important project. During our in-person meeting at the Town Hall on 4/14/2026, we visited the west face of the Police Station and discussed adding to the project scope for Police Station pedestrian circulation. These improvements to the Police Station were not previously included in the project scope of work and therefore are captured in this Change Order #2. Per our in-person meeting on 4/14/2026 and emails on 4/22/2026 and 4/23/2026, below please find the Additional Scope of Services, Assumptions, and Fees for the Change Order #2 Design Services on the Town Hall Parking Lot project.

A. SCOPE OF SERVICES

Task 1: Detailed Design / Construction Documents (CD) (Completed, not included)

Task 1 was included in our original contract. Task 1 has been completed, invoiced, and paid in full.

Task 2: CO #1 Concept (Completed, not included)

Task 2 was included in our Change Order #1 contract. Task 2 is complete.

Task 3: CO #1 Construction Plans Revisions (not included)

Task 3 was included in our Change Order #1 contract.

Task 3.1: CO #1 Sidewalk Heating Plans (not included)

Task 3.1 was included in our Change Order #1 contract.

Task 3.2: CO #2 Police Station Revisions

The following improvements will be added to the construction plans for the Police Station:

- *Removal of unnecessary concrete ramp segment and handrail, while protecting the main public entrance ramp. The area where the ramp is removed will be paved at parking lot grade. ADA-compliant handrail will be added to fit the proposed condition. Open area below the ramp that is exposed by removal of the concrete ramp segment will be enclosed with CMU and grout.*
- *Removal of concrete sidewalk where the communications box is located. The communications box and adjacent downspout will be protected during construction. The area where sidewalk is removed will be replaced with grass area. The bottoms of the ramps on either side of this area will be cordoned off via installation of new ADA-compliant handrails. Bollards to further protect the communications box will not be required since the proposed pole-mounted ADA parking signs will obstruct vehicles from driving too close to the box.*

Task 4: CO #1 NYSDOT Driveway Permitting (not included)

Task 4 was included in our Change Order #1 contract.

B. ASSUMPTIONS

1. Any and all work not specifically included in the above “scope of work” is excluded.
2. All assumptions and exclusions in the Original Contract apply to this change order.
3. Town of Hamburg Planning Board Site Plan Review and Approval is not required.
4. 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.
5. It is assumed Change Order #2 will not require modification of the project Bid Book.
6. It is assumed Change Order #2 will not require modification to Mechanical and Electrical specifications. Civil specifications may be modified or added, as needed to match Change Order #2 scope.
7. It is assumed Change Order #2 does not include heating of additional sidewalks.
8. It is assumed a revised Opinion of Probable Cost is not required.
9. It is assumed all work will be performed outside of the NYS Department of Transportation (DOT) Right-of-Way.
10. Bidding, Construction Administration, Construction Inspection, and Construction Management Services are excluded.
11. Delivery of revised Construction Plans will be in electronic PDF format. Printing of hardcopies are excluded.
12. It is assumed that meetings with the contractor are not required.

CHANGE ORDER #2 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 (Completed, not included)	---
Task 2 – CO#1 Concept (Completed, not included)	---
Task 3 – CO#1 Construction Plans Revisions (not included)	---
Task 3.1 – CO#1 Sidewalk Heating Plans (not included)	---
Task 3.2 – CO#2 Police Station Revisions	\$4,100
Task 4 – CO#1 NYSDOT Driveway Permitting (not included)	---
TOTAL CO#2 FEE	\$4,100

Fee Notes:

- 1) Should Wendel be required to perform additional services beyond those outlined above, in Change Order #1, or the Original Contract, Wendel shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.

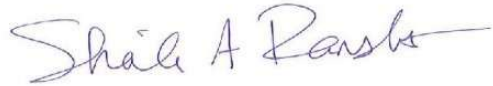
C. TERMS:

This change order proposal and the attached “Professional Services Terms and Conditions” are intended to represent the entire contractual relationship. Please contact me if you have questions. If this proposal and the attached terms and conditions are acceptable to you, please indicate your acceptance by signing one (1) executed original and returning it to our office.

Respectfully Submitted,



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



Sheila Ransbottom, P.E.
Project Sponsor

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

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

PROFESSIONAL SERVICES TERMS AND CONDITIONS

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

PROFESSIONAL SERVICES TERMS AND CONDITIONS

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.

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.14. State and Federal Action to Establish High School Firefighter Education and Training Programs for Juniors and Seniors

WHEREAS, the Town of Hamburg relies significantly on the service and dedication of volunteer fire departments to protect life and property within the community; and

WHEREAS, volunteer fire departments throughout New York State and the nation are experiencing ongoing challenges with recruitment, retention, and training of new members; and

WHEREAS, providing structured firefighter education and training opportunities to high school juniors and seniors would introduce young people to public safety careers while addressing critical workforce shortages in fire service; and

WHEREAS, integrating firefighter training into high school curricula would allow students to earn academic credit toward graduation while acquiring valuable life skills, leadership experience, and nationally recognized firefighting certifications; and

WHEREAS, students completing such programs would enter volunteer and career fire service with foundational training already completed, resulting in significant cost savings for towns, villages, and cities that would otherwise bear the expense of initial firefighter training; and

WHEREAS, municipalities and career fire departments would benefit by hiring candidates who are already trained and certified, provided such candidates successfully complete all required New York State Civil Service examinations; and

WHEREAS, New York State has previously demonstrated support for fire service recruitment and training through initiatives such as firefighter training stipends, grants, and assistance programs; and

WHEREAS, existing federal grant programs, including those administered by the Federal Emergency Management Agency (FEMA), provide a framework that could be expanded or adapted to support firefighter education programs within secondary schools.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Hamburg respectfully urges the New York State Legislature and the United States Congress to develop, support, and fund a comprehensive firefighter education program for high school juniors and seniors that integrates certified firefighter training into approved high school curricula, provides academic credit toward graduation, and creates a direct pathway into volunteer or career fire service; and

BE IT FURTHER RESOLVED, that such a program would strengthen public safety, reduce municipal training costs, and promote long-term sustainability of volunteer and career fire departments across New York State; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward certified copies of this resolution to the Governor of the State of New York, the New York State Legislature, the Town's State and Federal representatives, and the International Association of Firefighters (IAFF).

Town Board of the Town of Hamburg
May 4, 2026 Meeting

4.15. Townwide ERP Software Implementation

WHEREAS, The Town of Hamburg has researched a Town-Wide Enterprise Resource Planning (ERP) a Town-Wide Enterprise Resource Planning (ERP) software solution to update its current software in a number of departments and achieve operational efficiencies; and

WHEREAS, the implementation of the ERP system is expected to reduce or eliminate costs associated with existing software systems, resulting in operational efficiencies and potential future cost savings.

RESOLVED, that the Town Board hereby authorizes the Town Supervisor to negotiate and execute a contract with Tyler Technologies, Souorcewell contract #060624-TTI for Town-Wide Enterprise Resource Planning (ERP) software solution; and be it further

RESOLVED, that the total cost for the first year of services, including full integration and implementation, shall not exceed \$206,000 in year 1 recurring costs and \$537,000 in one-time implementation and conversion costs; and be it further

RESOLVED, that \$190,000 in funding for this project is available in Capital Account H123 – Software Purchase and Implementation, with any additional required funds to be transferred from the General Fund balance (A.0000.0909).