

Village of Williamsville

Village Board
Work Session Agenda
Village Hall, 5565 Main St.

September 24, 2018

6:00 p.m.

Guest(s) - Ron Mavity, International Kiosk Systems

Amherst Police Report

Fire Dept. Report

Correspondence

Grants Update

Village Board Reports

Mayor DeLano

1. Mayor's Executive Summary

Deputy Mayor Piazza

Trustee Rogers

1. Painting of exterior of Village Hall
2. Trustee flash mob Village shopping

Trustee Yates

Trustee Etu

1. Airbnb discussion / draft Amherst rental registration local law

Department Head Reports

Village Attorney Grieco

Administrator Juul

DPW Crew Chief Vilonen

Director of Community Development DePriest

Director of Strategic Planning Winship (TOA)

Old Business - Solar panel regulation

LOCAL LAW NO. ____-2018

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

**A Local Law Creating Chapter 44 Of The Code Of
The Town of Amherst : Rental Unit Registration**

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Creating Chapter 44 of the Code of the Town of Amherst, Rental Unit Registration."

Section 2. Purpose

The purpose of this Local Law shall be to create a new Chapter 44 of the Code of the Town of Amherst with respect to rental unit registration in the Town of Amherst.

Section 3.

Chapter 44 of the Code of the Town of Amherst is as follows:

§44-1 Legislative Findings and Intent

The Town Board of the Town of Amherst hereby finds and declares that the rental of dwelling units constitutes a business which impacts upon the public health, safety and general welfare of the people of the Town of Amherst. The intent of this Chapter is to regulate the offering for rental of dwelling units to protect the public health, safety and general welfare of the people of the Town of Amherst and to further achieve the following beneficial purposes:

- A. The protection of the character and stability of residential areas;
- B. The correction and prevention of housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings;
- C. The enforcement of minimum standards for heating, plumbing and other sanitary equipment necessary for health and safety;

~~Strikethrough~~ = Deleted language; Underline = Added language

D. The enforcement of minimum standards for light and ventilation necessary for health and safety;

E. The enforcement of minimum standards for the maintenance of existing residential buildings and the prevention of slum and blight conditions;

F. The preservation of the value of land and buildings throughout the Town.

§44-2 Definitions

As used in this Chapter, the following terms shall have the meanings indicated:

COMMISSIONER

The Building Commissioner or his/her designee.

DWELLING UNIT

A single residential accommodation which is arranged, designed, used or, if vacant, intended for use exclusively as a domicile or residence of one or more human beings.

HOUSING CODE

All state and local laws, codes, ordinances, rules and regulations for the establishment and maintenance of housing standards.

OWNER

The owner or owners of the dwelling unit or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee or agent of the owner.

§44-3 Rental Dwelling Unit Registration Required; exemptions

A. Registration required. No person shall allow to be occupied, or rent to another for occupancy, any dwelling unit unless the owner has first obtained a rental dwelling unit registration certificate as hereafter provided.

B. Exemptions. The provisions of this Chapter shall not apply to owner-occupied properties containing two or fewer dwelling units; hotels; motels; hospitals; nursing homes; or other dwelling units which offer or provide medical or nursing services if such units are subject to state or federal licensing or regulations concerning the safety of the users, patients or tenants.

The provisions of this Chapter shall not apply to buildings having an existing and valid certificate of occupancy.

§44-4 Application for Registration

A. Within ninety (90) days after the effective date of this Chapter, the owner of each dwelling unit existing on the effective date of this Chapter shall make written application to the Commissioner for a rental dwelling unit registration certificate. In addition, the owner of each dwelling unit constructed after the effective date of this Chapter shall make written application to the Commissioner for a rental dwelling unit registration certificate as herein provided prior to any initial occupancy. Such application shall be made on a form furnished by the Commissioner and shall set forth the following information, in addition to other information required by the Commissioner from time to time which may be necessary to administer, enforce, and insure compliance with the provisions of this Chapter and the housing code:

1. Name, principal residence address, principal business address and telephone number, including cell phone number, of the owner.
2. If the owner is an association, limited liability partnership, joint tenancy, tenancy in common or tenancy by the entirety, then each and every owner or general partner shall be indicated on the application and register an address in accordance with Subsection A(1) of this section.
3. If the owner is a corporation or LLC, the principal place of business of the corporation must be provided and the name, title and residence address of all officers, directors, managing or general agents must be included.
4. If the owner has designated an agent or management company, then the name, principal residence address, principal business address and telephone number, including all phone numbers of such agent or management company must be included in addition to that of the owner.
5. It shall be the responsibility of the owner to properly register any change of address, agent or any other information which occurs after the filing of the application.
6. For purposes of this section, a post office box shall not be accepted as the owner's address. Further, the building intended to be

licensed shall not be accepted as the owner's address unless it is the principal place of business or residence of the owner.

7. The owner shall specify the address to which all notices of violation issued pursuant to §44-14 of this Chapter, and other violations of the housing codes, and invoices for fees are to be forwarded.

8. If the owner does not reside within the County of Erie (New York State), the name address and telephone number of a contact/agent who resides in the County of Erie (New York) must be provided.

9. If the property was constructed prior to 1978, the owner shall certify that the owner is aware of the possibility of lead in the property; that the owner is aware of federal disclosure requirements concerning property that may contain lead and has complied with federal disclosure requirements; and that the owner is familiar with the use of lead-safe methods during painting, renovation, or repair of the property. Said certification will be made available for completion on the Town of Amherst webpage and in the Building Department at Town Hall.

B. Failure to provide such information shall be grounds to deny a rental dwelling unit registration certificate.

§44-5 Issuance or Denial of Rental Dwelling Unit Registration

If upon completion of an inspection of a building and dwelling units therein the Commissioner finds noncompliance with the housing code, the Commissioner shall issue a notice of violation in accordance with §44-14 of this Chapter for the correction of any violations of the housing code. Upon reinspection, if the Commissioner finds noncompliance with the notice of violation the Commissioner shall deny a certificate or revoke any issued certificate in accordance with the procedure set forth in §44-4 of this Chapter. The Commissioner shall issue a written statement setting forth the reasons for the denial or revocation.

§44-6 Effect of Denial or Revocation

A. Vacant units. When a rental dwelling unit registration certificate has been denied or revoked, no further rental and occupancy of dwelling units then vacant shall be permitted until a rental dwelling unit registration certificate has been issued.

B. Occupied units. In addition to other penalties under this Chapter, when a rental dwelling unit registration certificate has been denied or revoked, the dwelling units containing such violations shall be vacated after the Commissioner provides notice to the owner and the occupants of the dwelling units containing said violations. Such notice shall direct the owner and occupants of the dwelling units containing such violations to vacate within a period of time as determined by the Commissioner and may provide a reasonable period for the owner or occupants an opportunity to correct such violations. For the owner, such notice shall be mailed by first class mail to the owner at the address provided by the owner pursuant to §44-4 of this Chapter or personally served upon the owner by delivering the notice to the owner or by delivering the notice to a person of suitable age and discretion at the owner's residence or place of business. For the occupants, such notice shall be mailed to the occupant at the dwelling unit or posted conspicuously at the occupant's dwelling unit. Vacated dwelling units shall not be reoccupied until a rental dwelling unit registration certificate has been issued.

C. Occupied units; immediate hazard. In addition to other penalties under this Chapter, when a rental dwelling unit registration certificate has been denied or revoked for reasons which, in the determination of the Commissioner, present violations of the housing code that create an immediate hazard to the health and safety of the occupants, the dwelling units containing such violations shall be vacated within thirty (30) days of such determination. The Commissioner's determination shall be in writing and shall direct the owner and occupants of the dwelling units containing such violations to vacate the premises within a period of time not to exceed thirty (30) days, as determined by the Commissioner. The Commissioner's determination shall be mailed by first-class mail to the owner at the address provided by the owner pursuant to §44-4 of this Chapter or personally served upon the owner by delivering the notice to the owner or by delivering the notice to a person of suitable age and discretion at the owner's residence or place of business. The Commissioner's determination shall also be posted at the subject building and, to the extent possible, it shall also be posted conspicuously at each dwelling unit. Vacated dwelling units shall not be reoccupied until a rental dwelling unit registration certificate has been issued.

D. The notices provided under this section shall not be used to institute, or deemed to establish sufficient grounds for, a summary eviction proceeding under the Real Property Actions and Proceedings Law.

§44-7 Term of Rental Dwelling Unit Registration

A rental dwelling unit registration issued pursuant to this Chapter shall expire one (1) year after the date of its issuance, unless sooner revoked pursuant to §44-4. Within sixty (60) days prior to the expiration of a rental dwelling unit

registration certificate, the owner shall make written application for a rental dwelling unit registration certificate in accordance with §44-4 of this Chapter. In no event shall a certificate be issued pursuant to this Chapter remain in effect more than one (1) year after the date of its issuance unless further extended by the Commissioner for sufficient cause.

§44-8 Transfer of Rental Dwelling Unit Registration

A rental dwelling unit registration issued pursuant to this Chapter is transferable to any person who has acquired ownership of a registered building for the unexpired portion of the one (1) year term for which it was issued, provided that an application to transfer such certificate is filed with the Commissioner within thirty (30) days of title transfer and the dwelling units therein are in compliance with the housing code.

44-9 Revocation of Rental Dwelling Unit Registration Certificate

A. A rental dwelling unit registration certificate issued pursuant to this chapter may be revoked by the Commissioner for any one or more of the following reasons:

1. Fraud, misrepresentation or a false statement as to a material fact in the application.
2. A finding that a rental dwelling unit registration was issued in error and not in accordance with applicable law.
3. A violation of any of the provisions of this Chapter, including noncompliance with a notice of violation issued pursuant to §44-14.
4. The Commissioner, or his/her designated representative, determines that the rental dwelling unit does not substantially conform within this chapter or the New York State Uniform Fire Prevention and Building Code.

B. Prior to such revocation, the Commissioner shall hold a hearing, after at least ten (10) days' notice of the time and place of the hearing provided to the owner. The Commissioner shall issue a written statement setting forth the reasons for his/her decision.

§44-10 Duties of Certificate Holder

Every holder of a rental dwelling unit registration certificate shall:

A. Conspicuously post the certificate in a protected mounting in the public corridor, hallway or lobby of the building for which the certificate was issued. This posting shall be in a common entrance. If no common entrance exists, then posting shall be made at the entrance of each dwelling unit. In the alternative to such posting, the license shall be produced by the owner at the request of a tenant, a prospective tenant or upon demand of the Commissioner.

B. Conform with all other applicable state, county and Town laws and ordinances on matters not specifically addressed in this Chapter.

C. The rental agreement or lease for a dwelling unit regulated under this Chapter must include a disclosure of the smoking policy for the premises on which the dwelling is located. The disclosure must state whether smoking is prohibited on the premises, allowed on the entire premises or allowed in limited areas on the premises. If the smoking policy allows smoking in limited areas on the premises, the disclosure must identify the areas on the premises where smoking is allowed.

§44-11 Fees

The Commissioner shall annually review the fee schedule set by Section 44-20 and recommend changes as he/she deems appropriate to the Town Board.

§44-12 Penalties for Offenses

A. Any violation of this Chapter by a person, firm, corporation or other entity shall be a violation punishable in accordance with the general penalty provisions under Section 83-1-5 of the Town Code of the Town of Amherst, with said penalties to be in addition to the revocation of a rental dwelling unit registration certificate issued under the provisions of this Chapter. In addition, the annual registration fee will double thirty (30) days after the due date has passed and a second invoice for payment has been sent first-class mail to the owner. In addition, a summons will be issued sixty (60) days after the due date has passed and a fine in the amount of Seventy-Five Dollars and Zero Cents (\$75.00) will be imposed in addition to all outstanding registration fees and late charges. Furthermore, a notice to vacate may be issued and all tenants removed for failure to register a dwelling unit thirty (30) days after the due date has passed and after notice to the owner and occupants by the Commissioner.

B. Notwithstanding the lack of a specific reference thereto, failure to comply with any section, provision or requirement in this Chapter shall be a violation and shall be punishable by a fine or penalty of not more than One Thousand Five Hundred Dollars and Zero Cents (\$1500.00) or by

imprisonment for not more than fifteen (15) days, or by both such fine and imprisonment, for each such offense and any other applicable state statutes. This Chapter is a part of the Town's health, safety, housing, building, fire prevention and housing codes, and a violation thereof shall be deemed to be a violation for purposes of state statutes allowing escrow of rent to remedy violations. Any charges involving violations of this Chapter may be brought before the Amherst Town Court.

C. Lead-based paint violations are subject to fines pursuant to Section 83-1-5 of the Town Code of the Town of Amherst, Schedule of fines and penalties. In addition, upon a finding of existing lead-based paint violations by the Building Department, the owner of the affected property must remediate said violation. Remediation is complete when a licensed lead inspector provides a letter of compliance for said property, or when a licensed lead risk assessor provides a one (1) year letter of interim control for the property. Letters of interim control are valid for one (1) year and may be renewed only once. In addition, the Commissioner or his/her designee, may determine that a lead-based paint violation is in compliance. The Building Department may result in the revocation of the property's rental registration certificate.

§44-13 Enforcement Inspection Criteria and Authority

A. Upon the rental dwelling unit being registered, the owner of the rental dwelling unit consents to the inspection of the dwelling unit by the Commissioner or his/her designated representative. The Commissioner, or his/her designated representative, may make an inspection of the rental dwelling unit to determine whether or not such rental dwelling unit is in substantial compliance with this chapter and the New York State Uniform Fire Prevention and Building Code. At the conclusion of said inspection, the Commissioner, or his/her designated representative, shall provide the owner, or the owner's representative, at the inspection with a copy of the results of the inspection.

1. For properties constructed prior to 1978, the owner of the rental dwelling unit consents to the inspection of the dwelling unit by the Commissioner or his/her designated representative for lead violations or hazards. Upon testing of paint in the property, any owner found to have a property with existing lead-based paint violations must remediate the violation according to provisions set forth in this chapter. Where violations or hazard are present, the rental dwelling unit registration certificate applicant must submit proof of completion of a local EPA Accredited Renovation, Repair and Painting Training Program in the time allotted by the Building Department.

B. If the results of the inspection conducted pursuant to Section 44-13A above demonstrate that the dwelling unit is in substantial compliance with this Chapter and the New York State Uniform Fire Prevention and Building Code, the owner of the dwelling unit shall be entitled to retain his/her rental dwelling unit registration certificate.

§44-14 Notice of Violation

A. Whenever the Commissioner determines that a building or a dwelling unit contained therein is in violation of the housing code, he/she shall issue a notice of violation setting forth at a minimum:

1. The location of the subject property;
2. Specific violations of the housing code; and
3. A reasonable time, not to exceed thirty (30) days, for the correction of any violations.

B. Such notice may contain any additional information as determined by the Commissioner which may be necessary to achieve the goals of this Chapter.

C. For purposes of this Chapter, the Commissioner, upon good cause shown, may grant additional time to correct violations of the housing code beyond thirty (30) days for sufficient cause as determined by the Commissioner. Any such extensions shall be issued in writing by the Commissioner stating the reasons for such extension and otherwise in accordance with the requirements of this Section.

D. The notice of violation may be mailed by first class mail to the address provided by the owner pursuant to §44-4 of this Chapter.

§44-15 Tenant Accountability

A. With respect to the dwelling unit which the tenant occupies, controls or uses, the tenant shall be responsible for the following:

1. Occupancy limitations and the lawful use of a dwelling unit.
2. Maintenance of the dwelling unit in a clean, safe and sanitary condition.
3. Maintenance of plumbing, cooking and refrigeration equipment, appliances, fixtures and facilities contained in the dwelling unit in a clean and sanitary condition and providing reasonable care in the operation and use thereof.
4. Keeping exits in the dwelling unit free and clear.

5. Disposing of garbage and refuse into provided facilities in a sanitary manner and keeping the dwelling unit free and clear from garbage, refuse and debris.

6. Keeping domestic animals and pets in an appropriate manner and under control.

B. To the extent that the owner can provide the Commissioner with competent evidence that tenants have not complied with the above standards or that the tenants have contributed to the existence of housing code violations at the property, the Commissioner may deem such circumstances to be sufficient cause to extend time for the correction of the violations pursuant to §44-14 of this Chapter.

§44-16 Appeals

A. Any person affected by any notice or order which has been issued under any provision of this Chapter or of any rule or regulation adopted pursuant thereto may request and shall be granted a hearing on the matter before the Commissioner. Upon receipt of a written petition from such person, which petition shall contain a brief statement of the grounds therefor, the Commissioner shall hold a hearing, at which time such person shall be given an opportunity to show why such notice or order should be modified or withdrawn. No such hearing shall be required unless the petition therefor shall have been filed in the office of the Commissioner within five (5) days after the date the notice or order was issued. On receipt of such petition, the Commissioner shall set a time and place for such hearing and shall give the petitioner written notice thereof. The hearing shall be commenced not later than ten (10) days after the date on which the petition was filed. After such hearing, the Commissioner may sustain, modify or withdraw the notice or order complained of by the petitioner, depending upon his finding as to whether the provisions of this Chapter and of rules and regulations adopted pursuant thereto have been complied with. After any such hearing, in the case of any notice or order suspending any permit required by this Chapter, when such notice or order has been sustained by the Commissioner, such suspended permit shall be deemed to have been revoked. The proceedings at such hearing, including the findings and decision of the Commissioner, shall be reduced to writing and entered as a matter of public record in the Building Department. Such record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision of the Commissioner may appeal therefrom to any court of competent jurisdiction under the procedures provided by the laws of this State.

B. No provision or requirement herein contained for a hearing shall in any way whatsoever affect or impair the right of the Commissioner to at any time bring such legal proceedings, actions or prosecutions as otherwise or elsewhere are permitted by law or ordinance.

C. Whenever the Commissioner finds that an emergency exists which requires immediate action to protect the public health, he/she may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this Chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately but, upon written petition to the Commissioner, shall be afforded a hearing as soon as possible. After such hearing, depending upon his/her finding as to whether the provisions of this chapter and the rules and regulations adopted pursuant thereto have been complied with, the Commissioner shall continue such order in effect or modify or revoke it.

§44-17 Severability

If a term, part or provision, section, subdivision or paragraph of this Chapter shall be held unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to affect, impair or invalidate the remaining terms, parts, provisions, sections, subdivisions and paragraphs.

§44-18 Commissioner's Regulations

The Commissioner is authorized to promulgate regulations consistent with the provisions of this Chapter in order to carry out the objectives of this legislation.

§44-19 Remedies Not Exclusive

The provisions of this Chapter are not exclusive and are in addition to and do not supersede or preempt other remedies or provisions of the town, state, or federal laws and housing codes as may apply.

§44-20 Fees

A. Certificate issuance. The fee, to be submitted at the time of application, for the issuance of a rental dwelling unit registration certificate and the first year fee shall be Twenty Dollars and Zero Cents (\$20.00) for a rental dwelling unit in a single-family dwelling and Forty Dollars and Zero Cents (\$40) for a two (2) unit rental dwelling.

B. Annual renewal fee. The owner of a rental dwelling unit shall pay an annual renewal fee of Ten Dollars and Zero Cents (\$10.00) for a single-unit rental dwelling and Twenty Dollars and Zero Cents (\$20.00) for a two (2) unit rental dwelling. The owner remains obligated to pay such fee during ownership of the rental dwelling unit and shall pay any delinquencies therein before transferring all or any part of the ownership of said unit. Notwithstanding the foregoing, a new owner making application for a certificate is obligated, and shall be required, to pay all such current and delinquent annual fees with the application. All funds generated from the Rental Dwelling Unit Registration Ordinance shall be placed in a designated account. The use of these funds shall be solely for the hiring of an additional staff person and/or necessary equipment for the Rental Dwelling Unit Registration Program in the Building Department.

C. No fee for new buildings. There shall be no fee charged for the issuance of a rental dwelling unit registration certificate for new dwellings at the completion of their construction covered by a building permit.

D. Inspection fees. Every property owner shall pay a fee of Seventy-Five Dollars and Zero Cents (\$75.00), to be assessed against the property, for each inspection after the second inspection in which violations of a state or local building code are found, unless such fee is waived by the Commissioner. Inspectors shall assess the fee, after consultation with the Commissioner, when, in the evaluation of the inspector, the status of the violation has not progressed or been satisfactorily completed. The fee shall not be applicable to inspections ordered after the commencement of a court action.

Section 4. Effective Date

This Local Law shall take effect immediately and be filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 and 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

**Marjory Jaeger
Town Clerk
Town of Amherst
County of Erie, New York**

MEETING SCHEDULE

(NOTE: Dates/times are subject to change. Please call the Village Clerk's office at 632-4120 for the most up to date information)

- 1st Mon. – Planning Board meeting at 7:30pm
- 1st Mon. – Arts & Culture Committee meeting at 7:00pm
- 2nd Mon. – Village Board Work Session at 6:00pm / Meeting 7:30pm
- 3rd Mon. – Environmental Advisory Council at 7:00pm
Parks Committee at 6:30pm (Ad hoc)
- 4th Mon. – Village Board Work Session at 6:00pm / Meeting 7:30pm
- 1st Tues. – Glen Park Joint Board – Meets at Town Hall at 7:00pm
- 2nd Tues. – Beautification Committee at 6:30pm (Ad Hoc)
- 3rd Tues. – Meeting House Events Committee at 6:30pm (Ad hoc)
- 3RD Tues. – Glen Park Art Festival Committee at 7:30pm
- 4th Tues. – Glen Park Art Festival Committee at 7:30pm
- 2nd Wed. - Tree Board at 6:30pm
- 2nd Wed. – Parks Committee at 7:15pm
- 3rd Wed. – Zoning Board of Appeals at 7:00pm
- 1st Thur. – Traffic & Safety Committee at 7:00pm
- 4th Tues. – Historic Preservation Commission at 7:00pm
- 4th Tues. – Youth & Recreation Committee at 7:00pm
- 4th Thur. – Sign Code Committee at 6:30pm
- 4th Fri. – Open Government Committee at 4pm every other month

Meetings & Events

All meetings are at Village Hall unless otherwise noted.

September 2018

- 24 Village Board Work Session at 6:00/Meeting at 7:30pm
- 25 Historic Preservation Commission meeting at 7:00pm
- 25 Youth & Rec Comm. meeting at 7:00pm
- 28 Open Government Committee meeting at 4:00pm

October 2018

- 1 Planning Board meeting at 7:30pm
- 2 Glen Park Joint Board meeting at 7:00pm at TOA
- 4 Traffic & Safety Comm. meeting at 7:00pm
- 8 Village Offices Closed – Columbus Day
- 9 Village Board Work Session at 6:00pm/Meeting at 7:30pm
- 10 Tree Board at 6:30pm
- 10 Parks Comm. meeting at 7:15pm
- 15 Environmental Comm. meeting at 7:00pm
- 16 NO Meeting House Comm. meeting in October
- 17 Zoning Board of Appeals meeting at 7:00pm (New Time)
- 22 Village Board Work Session at 6:00pm/Meeting at 7:30pm
- 23 Historic Preservation Comm. meeting at 7:30pm
- 27 Youth & Rec Halloween Parade/Party at 6:00pm
- 27 Last Day of season for Williamsville Farmers Market

Village Board Liaisons (Updated 7/20/18)

MAYOR DELANO: DPW, Personnel, Insurance, Amherst Police Dept., Executive Safety Committee, Records Management Committee, Fire Dept., Tree Board

TRUSTEE PIAZZA: Amherst Utility Cooperative, Zoning Board of Appeals, Arts & Culture Committee, Inter-governmental Agency; Glen Park Art Festival Committee

TRUSTEE ROGERS: Meeting House Committee, Glen Park Joint Board, Open Government Committee, Sign Code Committee, Planning and Architectural Review Board

TRUSTEE YATES: Williamsville Business Association, Youth & Recreation Committee, Beautification Committee

TRUSTEE ETU: Parks Committee, Traffic & Safety Committee, Environmental Advisory Council, Historic Preservation Commission

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Visit the Village website at

www.walkablewilliamsville.com

For Village information, news & events.

Celebrate. Educate. Volunteer.



DELANO #1

RESOLVED, that the following *budget transfers* are hereby made in the *General Fund* for the 2018-2019 fiscal year:

To:	001-1620-2000 (Buildings – Equip.)	\$540.00
From:	001-1620-4230 (Buildings – Building Maintenance)	\$540.00
To:	001-3310-4450 (Traffic Control – Misc.)	\$7.00
From:	001-3310-4041 (Traffic Control – Mileage Reimbursement)	\$7.00
To:	001-3410-4160-3401 (Fire Protection – Repairs/Engine 1)	\$972.00
	001-3410-4160-3402 (Fire Protection – Repairs/Engine 2)	\$1,178.00
	001-3410-4160-3404 (Fire Protection – Repairs/Rescue 4)	\$42.00
	001-3410-4160-3406 (Fire Protection – Repairs/Ladder 6)	\$2,675.00
	001-3410-4160-3451 (Fire Protection – Repairs/2015 Ford F350)	\$10.00
From:	001-3410-4160 (Fire Protection – Repairs/Equip.)	\$4,877.00
To:	001-3620-4100 (Safety Inspection – Professional Fees)	\$2,545.00
From:	001-3620-1000 (Safety Inspection – Personal Services)	\$2,545.00
To:	001-5110-4000 (Street Maintenance – Seasonal Help)	\$2,785.00
From:	001-5110-1000 (Street Maintenance – Personal Services)	\$2,785.00
To:	001-5110-4161-0902 (Street Maintenance – Repairs/2002 Int'l Dump)	\$221.00
	001-5110-4161-0904 (Street Maintenance – Repairs/2005 Freightliner)	\$30.00
	001-5110-4161-0906 (Street Maintenance – Repairs/2007 Int'l 4300 Dump)	\$396.00
	001-5110-4161-0916 (Street Maintenance – Repairs/2012 Chevy 2500 HD)	\$21.00
	001-5110-4161-0917 (Street Maintenance – Repairs/2018 Chevy Silverado)	\$120.00
	001-5110-4161-0918 (Street Maintenance – Repairs/2010 Ford 350 XL)	\$100.00
	001-5110-4161-0919 (Street Maintenance – Repairs/2007 Chevy 4x4 w/plow)	\$6.00
From:	001-5110-4161 (Street Maintenance – Repairs/Equip.)	\$894.00
To:	001-7110-4350 (Parks – Pool Supplies)	\$254.00
From:	001-7110-4360 (Parks – Park Supplies)	\$254.00
To:	001-8140-4450 (Storm Sewers – Misc.)	\$204.00
From:	001-8140-4161 (Storm Sewers – Repair Receivers)	\$204.00
To:	001-8510-2000 (Community Beautification – Equip.)	\$58.00
	001-8510-4450 (Community Beautification – Misc.)	\$47.00
From:	001-8510-4340 (Community Beautification – Plants)	\$105.00

DELANO #2

RESOLVED, that the following *budget transfer is* hereby made in the *Sewer Fund* for the 2018-2019 fiscal year:

To: 007-8120-1001 (Sanitary Sewer – Personal Services/OT)	\$218.00
From: 007-8120-1000 (Sanitary Sewer – Personal Services)	\$218.00

DELANO #3

RESOLVED, that the following *budget amendment* is hereby made in the *General Fund* for the 2018-2019 fiscal year to account for the use of funds assigned to the Meeting House towards the cost of the window restoration project:

Increase: 001-0001-0599 (Appropriated Surplus)	\$5,000.00
Increase: 001-7530-2010 (Village Meeting House - Capital Improvements)	\$5,000.00

DELANO #4

RESOLVED, that the following *budget amendment* is hereby made in the *General Fund* for the 2018-2019 fiscal year to account for the use of DPW Equipment capital reserve funds for the purchase of a 2018 Chevy Silverado (#917):

Increase: 001-0001-0599 (Appropriated Surplus)	\$40,172.00
Increase: 001-5110-2000 (Street Maintenance – Equipment)	\$40,172.00

DELANO #5

RESOLVED, that the following *budget amendment* is hereby made in the *General Fund* for the 2018-2019 fiscal year to account for funds received as a deposit on the sale of (2) 2003 Spartan Gladiator Fire Trucks; which will be used towards the purchase of two new fire trucks:

Increase: 001-0001-2665 (Sale of Equipment)	\$26,914.00
Increase: 001-9950-9000 (Transfer to Capital)	\$26,914.00

DELANO #6

RESOLVED, that payroll and vouchers in the amount of **\$229,219.85** covering the period from **9/4/18** to **9/18/18** are hereby approved as follows:

Payroll covering 9/3/18 – 9/16/18: \$36,563.48

Vouchers covering 9/4/18 – 9/18/18:

General Fund	\$52,240.56
Water Fund	\$0.00
Sewer Fund	\$8,980.48
Glen Park Fund	\$3,212.74
Trust & Agency Fund	\$13,126.46
Debt Service	\$107,900.00
Community Development	\$0.00
Capital Fund	<u>\$7,196.13</u>
	\$192,656.37

GRAND TOTAL: **\$229,219.85**

DELANO #7

RESOLVED, that transitional duty for Mark Kutner is hereby approved for a period of 30 days, effective 9/24/18.

DELANO #8

RESOLVED, that Williamsville Fire Dept. members Adam Oehmler, Mike Measer, Chris Petrie, John Licata, and Rich Maddigan are hereby authorized to travel to Meyersdale, PA for the purpose of a pre-paint inspection for engines, from September 30, 2018 to October 1, 2018, at no cost to the Village.

DELANO #9

RESOLVED, that Zachary Worthington, residing at 100 Lafayette Blvd., Williamsville, is hereby appointed as a member of the Williamsville Fire Dept., effective October 1, 2018.

DELANO #10

RESOLVED, that Village Administrator Lynda Juul. is hereby approved to travel to Rochester, NY on October 17, 2018 to attend the NYS City/County Management Association Fall Seminar, at a cost not to exceed \$150.00, to be paid by the Village of Williamsville.

DELANO #11

RESOLVED, that the following Fire Dept. equipment is hereby declared surplus and will be traded in upon purchase of a new rescue vehicle:

Asset #	Description	Date Acquired	Original Cost	Book Value
110	Autocar Dump Truck	1/1/1992	\$75,555.00	\$0.00

YATES #1

RESOLVED, that the proposal from Wm. Schutt Associates dated 9/12/18 for Sanitary Sewer Smoke Testing project management is hereby accepted an amount not to exceed \$7,500.00.

ETU #1

WHEREAS, proposals were received for smoke testing within the Village;

NOW, THEREFORE, BE IT RESOLVED, that the smoke testing of the Long Street area and the S. Ellicott Street area is hereby awarded to KHEOPS at a cost not to exceed \$31,535.80.

ROGERS #1

WHEREAS, the Village of Williamsville currently owns a portion of the street lighting on Monroe Drive, near Brookside Drive; and

WHEREAS, along with the replacement of lighting on Brookside Drive, the Village wishes to add two street lights on Monroe Drive, to be owned and maintained in the same manner as the majority of the street lighting in the Village; and

WHEREAS, the Village will own the foundations and poles, with wiring and luminaires to be owned by National Grid;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Williamsville hereby acknowledges and agrees to an annual charge of \$514.13 for the installation and maintenance of wiring and luminaires for two additional poles on Monroe Drive.

PIAZZA #1

WHEREAS, the Village of Williamsville wishes to demolish the structure it owns at 96 S. Long St.;
and

WHEREAS, three proposals were received by the Dept. of Public Works for such demolition;

NOW, THEREFORE, BE IT RESOLVED, that the demolition of 96 S. Long St. is hereby awarded to _____ for their low bid of \$_____.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, September 10, 2018 at 7:30 p.m.

The meeting was opened with the Pledge of Allegiance led by Trustee Rogers.

Present: Daniel O. DeLano, Jr., Mayor
Basil J. Piazza, Deputy Mayor
Deborah L. Rogers, Trustee
John "Al" Yates, Jr., Trustee
Matthew J. Etu, Trustee

Also present: Lynda L. Juul, Administrator/Clerk-Treasurer
Judith A. Kindron, Deputy Treasurer
Charles Grieco, Village Attorney
Ben Vilonen, DPW Crew Chief
Keaton DePriest, Director of Community Development

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved to approve the minutes of the regular meeting held on August 27, 2018, as submitted.

Unanimously carried.

Public Hearing

Proposed amendment to Chapter 84 of the Village Code (Signs)

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved to continue the public hearing at 7:38 p.m.

Unanimously carried.

Member(s) of the audience who addressed the Board and their comment(s):

1. Larry Brenton, 31 Monroe Dr. – Was a firm hired? What was the cost? [*\$12,000 - \$13,000.*]
2. Julie Flanagan, 28 Pasadena Pl. – Happy to hear about sign code update. Regarding Main Street's trees, many of the business's signs cannot be seen because of the trees. Takes away from the buildings. Trees are different shapes and sizes. She is a tree lover but other areas have smaller trees with greater distances between trees and buildings. Would like the Village to consider this.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, September 10, 2018 at 7:30 p.m.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, it was moved at 7:45 p.m. to continue the public hearing at the next regular Village Board meeting to be held on September 24, 2018.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Rogers, it was moved to open the public participation portion of the meeting.

Unanimously carried.

Member(s) of the audience who spoke and their topic(s):

1. Dan Rider, 38 Garden Parkway – Regarding the award of street paving contract – Will work be done this year? *[Yes.]* Road patching – When will the shoulder be fixed? *[DPW Crew Chief Vilonen – We don't have shoulders.] [Mayor DeLano – Will fix one more time. Dug up by those who park on the grass. Will then be ticketing those who park on the grass.]* Need to extend the storm drainage. Will call this winter if damage is due to plow.
2. Larry Brenton, 31 Monroe Dr. – Drainage installed years ago. If installed, bank run gravel works quite well. Regarding the expenditure from the last meeting of \$27,000 – What was that for? *[Budget transfer for year-end.]* Removed core 10 steel – Where did it go? *[DPW Crew Chief Vilonen - In the side yard.]* Would the Village donate to another municipality if not going to use it? *[Crew Chief Vilonen - May be using it in areas of the Village.]*
3. Thomas Frank, 5403 Main St. – Local Waterfront Revitalization Plan; Amherst Traffic & Safety Committee; Williamsville toll barrier removal; NYSERDA; One Region Forward.
4. Dan Rider, 38 Garden Parkway – Village email system can't take emails with large attachments. Need to correct this.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, it was moved to close the public participation portion of the meeting.

Unanimously carried.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, September 10, 2018 at 7:30 p.m.

Report – Mayor DeLano

Mayor DeLano reported on the following topic(s): No report.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

RESOLVED, that payroll and vouchers in the amount of **\$113,261.86** covering the period from **8/22/18** to **9/4/18** are hereby approved as follows:

Payroll covering 8/20/18 – 9/2/18:	\$32,591.90
Vouchers covering 8/22/18 – 9/4/18:	
General Fund	\$65,523.16
Water Fund	\$0.00
Sewer Fund	\$1,431.22
Glen Park Fund	\$758.50
Trust & Agency Fund	\$12,737.08
Debt Service	\$0.00
Community Development	\$0.00
Capital Fund	<u>\$220.00</u>
	\$80,669.96
GRAND TOTAL:	<u>\$113,261.86</u>

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, the following resolution was adopted:

WHEREAS, Contract #36, the Village of Williamsville 2018 Milling and Paving Project, was duly advertised, and bids for the project were opened at 1:00pm on Thursday, September 6, 2018; and

WHEREAS, three (3) bids were received for the project;

NOW, THEREFORE, BE IT RESOLVED, that Contract #36 is hereby awarded to Amherst Paving Co. Inc. for their low base bid of \$270,000.00.

Unanimously carried.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, September 10, 2018 at 7:30 p.m.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

RESOLVED, that *Michael Pauly* of *34 Country Lane, West Seneca*, is hereby appointed as *Motor Equipment Operator* in the Department of Public Works, effective immediately.

Unanimously carried.

Report – Trustee Etu

Trustee Etu reported on the following topic(s): The Amherst Bi-centennial Gala; Next work session – has contacted every Airbnb owner he could to attend. Has researched how this is handled elsewhere.

ON MOTION by Trustee Etu, seconded by Deputy Mayor Piazza, the following resolution was adopted:

RESOLVED, that the Administrator is hereby authorized to publish legal notice of a public hearing to be held at 7:30pm on Tuesday, October 9, 2018 at Village Hall, 5565 Main St., Williamsville, New York, to hear all those interested in expressing an opinion on a proposed amendment to Chapter 103-16 of the Village Code (Vehicles and Traffic, No Standing) to add No Standing on Danbern Ln.

Unanimously carried.

Report – Trustee Rogers

Trustee Rogers reported on the following topic(s): Trees plantings on Main Street; Amherst Bi-centennial Gala.

Mayor DeLano – Tree plantings were done under guidelines of the utility companies; Tree pits sat vacant for decades on Main St. We are in the infancy of re-planting. Takes time to get to the point for tree to be trimmed and shaped. Tree lined streets raise property values. Tree pit locations are designated by the State.

Trustee Rogers – Following up on comment from resident. If need to replant should look at continuity of species

Trustee Rogers had no resolutions on the agenda.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, September 10, 2018 at 7:30 p.m.

Report – Deputy Mayor Piazza

Deputy Mayor Piazza reported on the following topic(s): Amherst Bi-centennial Gala; Amherst Utility Co-op savings.

Deputy Mayor Piazza had no resolutions on the agenda.

Report – Trustee Yates

Trustee Yates reported on the following topic(s): Amherst Bi-centennial Gala.

Trustee Yates had no resolutions on the agenda.

Staff Report(s) – No reports.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved to open the Executive Session at 8:22 p.m. to discuss the hiring of a specific person and pending litigation.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved to close the Executive Session at 8:50 p.m.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Yates, it was moved to adjourn the meeting at 8:50 p.m.

Unanimously carried.

Lynda L. Juul
Administrator/Clerk-Treasurer

Public Hearing: July 23, 2018

VILLAGE OF WILLIAMSVILLE

LOCAL LAW NO. X of 2018

A Local Law Amending Chapter 84 (Signs) Regarding Regulation of Signs

Section 1. Title

This Local Law shall be referred to as, “Sign Law of 2018”.

Section 2. Purpose

The purpose of this Local Law shall be to amend Chapter 84 (Signs) regarding the regulation of Signs within the Village of Williamsville.

Section 3.

Chapter 28, and all associated Attachments, shall be repealed and replaced with the attached Sign Code.

Section 4. Effective Date

This Local Law shall take effect immediately and shall be filed in the Office of the Secretary of State.

CHAPTER 84: SIGN REGULATIONS

VILLAGE OF WILLIAMSVILLE

PREPARED BY:

STEINMETZ PLANNING GROUP

DRAFT JULY 2018

§ 84-1 PURPOSE & APPLICABILITY

A. Purpose. The purpose of this Chapter is to permit the use of signage within the Village of Williamsville, while also promoting and protecting the health, welfare, and safety of the public. The intent of this Chapter is to achieve the following objectives:

- 1) Ensure right to free speech as protected under the United States Constitution;
- 2) Establish a clear and impartial process for those seeking to install signs;
- 3) Protect property values, create a more attractive economic and business climate, and protect the physical appearance of the community;
- 4) Provide structures and uses with effective means of identification while reducing visual clutter through the prevention of excessive and confusing sign displays;
- 5) Reduce traffic conflicts or hazards by minimizing visual distractions or obstacles in or visible from the public rights-of-way;
- 6) Reduce the adverse effects of signage on the desirable aesthetic of the Village and on the general environment of the community; and
- 7) Enforce and encourage the objectives and goals of the Village Community Plan.

B. Applicability.

- 1) The regulations of this Chapter shall govern and control the erection, enlargement, expansion, renovation, operation, maintenance, relocation and removal of all signs within the Village visible from any street, sidewalk, public right-of-way, or public space.
- 2) The provisions of this Chapter shall not apply to safety signs, road signs, historical markers, highway directional signs, or signs erected by governmental agencies.
- 3) Notwithstanding any other provision within this Chapter to the contrary, signs proposed on local historic landmarks or within historic districts as designated by Chapter 47 of the Village Code shall be reviewed by the Historical Preservation Commission. Following the application procedures of this Chapter, the Commission may approve, approve with conditions, or disapprove the sign. The Commission may waive any of the provisions of this Chapter as necessary to ensure the greatest level of compatibility of signage with historic building or district character and consistency with the Historic Landmark Design Standards, as such may be amended from time to time.
- 4) This Chapter shall in no event be construed or employed in any manner to prohibit the customary decoration of premises in any district during religious, patriotic or holiday seasons.

§ 84-2 DEFINITIONS

- A. For the purposes of this Chapter, the following references to agents or officers of the Village shall be interpreted as noted below.
 - 1) **PLANNING BOARD** — The Village of Williamsville Planning and Architectural Review Board as provided for by Chapter 112 of the Village Code.
 - 2) **SIGN OFFICER** — The administrator and enforcer of this Chapter as appointed by the Village of Williamsville Board of Trustees, and/or their designee.
 - 3) **ZONING BOARD OF APPEALS** — The Village of Williamsville Zoning Board of Appeals as provided for by Chapter 112 of the Village Code.

B. The following terms and definitions shall apply to this Chapter for the purposes of administration and enforcement.

- 1) **A-FRAME SIGN** — A freestanding sign that is comprised of two sign faces diverging at an angle of no more than 45 degrees from their adjoined edge.
- 2) **ALTERATION** — Any construction or physical change to a sign or the supporting members of a sign.
- 3) **AWNING** — An architectural fabric or canvas projection that provides weather protection, identity or decoration and is wholly supported by the building to which it is attached, generally comprised of a lightweight frame structure over which a cover is attached.



A-Frame Sign Example

- 4) **AWNING SIGN** — A sign that is part of or attached to an awning.
- 5) **BANNER** — A length of fabric or similar material, temporarily strung between two points, upon which a message is imprinted.
- 6) **CHANNEL LETTER** — A fabricated or formed three-dimensional letter into which a light source, such as a neon tube, may be placed.
- 7) **CHANNEL LETTER, REVERSE** — A channel letter than has a face and sides, but no back, and is pinned out from a background surface so as to produce a halo effect around the letter when illuminated.
- 8) **COMMERCIAL MESSAGE** — Any message where the primary purpose of which is the commercial advertisement or promotion of a commercial product, event, or service (including content on an internet website operated for a commercial purpose).

- 9) **DIRECTIONAL SIGN** — A freestanding sign commonly associated with and limited to noncommercial information and directions necessary and convenient for persons coming on the property, including signs marking entrances, parking areas, one-way driveways, rest rooms, pickup and delivery areas, drive-through ATM machines, and hours of business.



Directional Sign Example

- 10) **FREESTANDING SIGN** — A sign not attached to any building or structure, which may be supported by columns or posts.
- 11) **GOVERNMENTAL SIGN** — A sign erected and maintained pursuant to and in discharge of any governmental function or required by any general law, local law or governmental regulation.

- 12) **GROUND SIGN** — A type of freestanding sign that is mounted on a base flush with the ground or supported by one or two columns or posts provided the distance between the ground and bottommost edge of the sign is no greater than three feet.



Ground Sign Example

- 13) **ILLUMINATION, INTERNAL** — Illumination by a light source contained within the sign structure or lettering.

- 14) **ILLUMINATION, EXTERNAL** — Illumination by a light source located outside of the sign structure or lettering that is directed at the sign face.

- 15) **INCIDENTAL SIGN** — A sign containing no commercial message and typically erected to identify addresses, entrances, exits, restrooms, hours and days of operation, public utility locations, emergency addresses and telephone numbers, etc. These examples are not given by way of limitation, an incidental sign can contain any noncommercial message in accordance with this Chapter.



Incidental Sign Example

- 16) **INTERNAL SIGN** — A sign that is not intended to be viewed from outside the property and located so as not to be legible from any public right-of-way or from any adjacent property, including any signs in interior areas of shopping centers, commercial buildings and structures, stadiums, and similar structures of a recreational nature.

17) **LAWN SIGN** — A sign constructed of materials not intended for permanent installation that are attached to a single or multiple posts for support and stuck into the ground. The height of a lawn sign shall include any posts or supports. Political campaigns, garage sales, and charitable events, for example, are often advertised with lawn signs.



Lawn Sign Example

18) **MARQUEE SIGN** — A permanent structure attached to the front of a building and which incorporates a large message area. Typically illuminated and often ornate in design, a marquee sign projects over the entrance of the building and provides a canopy over at least a portion of the sidewalk or street. Marquee signs are often used by movie theaters and concert halls.

19) **NEON SIGN** — A sign that incorporates illumination through the use of neon type gas.

20) **NONCONFORMING SIGN** — Any lawful sign existing at the time of adoption of this Chapter, or any subsequent amendments thereto, which does not conform to the regulations of this Chapter or to the regulations of the district in which it is located.

21) **PAINTED SIGN** — A type of sign in which the message, logo, graphic, and/or other visual elements are painted directly upon a building façade. Painted signs shall be regulated as wall signs.

22) **PENNANT** — A length of fabric, or similar material, suspended from overhead, upon which a message is imprinted.

23) **POLE SIGN** — A type of freestanding sign that is supported by one or two columns or posts with a distance exceeding three feet between the ground and the bottommost edge of the sign.



Pole Sign Example

24) **PROJECTING SIGN** — A sign which is wholly dependent upon a building for support and which projects more than six inches from such building.

25) **ROOF SIGN** — Any sign erected upon the roof of a building, or sign where any portion thereof extends above the roofline of the building.

26) **SIGN** — Any object, device, display or structure, or part thereof, situated outdoors or adhered to, or located within three feet of an exterior window that is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including but not limited to words, letters, figures, designs, symbols, fixtures, colors, illumination or project images. "Signs" shall also include all sign structures. A sign for the purposes of this Chapter does not include the following:

- a. A flag or emblem of any nation, organization of nations, state or city, or any fraternal, religious or civic organization;
 - b. Merchandise, pictures or models of products or services incorporated in a window display;
 - c. Official notices issued by any court or public office or officer in the performance of a public or official duty;
 - d. Traffic control signs as defined in the NYS Vehicle and Traffic Law; and
 - e. Works of art, including murals, that do not contain any commercial message, logo, graphic, or trademark.
- 27) **SIGN BOARD** — A horizontal band extending the full width of the building facade and located between the highest first floor windows and the cornice, or if there is more than one story, the highest first floor windows and the bottom of the second-floor windows. A sign board generally does not exceed two feet in height.
- 28) **SIGN TYPE** — The design and/or structure of a sign, including ground signs, wall signs, projecting signs, suspended signs, awning signs, and window signs.
- 29) **SUSPENDED SIGN** — A sign attached to and supported by the underside of a horizontal plane.
- 30) **TEMPORARY SIGN** — A sign which is not intended to be used for a period of time exceeding 30 days and is not attached to a building, structure, or ground in a permanent manner. Such signs usually being constructed of poster board, cardboard, masonite, plywood, or plastic material and mounted to wood, metal, wire or rope frames or supports.
- 31) **VALANCE** — A projection of fabric below the main frame of an awning to create a decorative edge.
- 32) **WALL SIGN** — A sign fastened to the wall of a building or structure in such a manner that the wall becomes the supporting structure for or forms the background surface of the sign and which does not project outward more than six inches from such building or structure.
- 33) **WINDOW SIGN** — A sign visible from a sidewalk, street or other public place, painted or affixed on glass or other window material, or located inside within three feet of the window, but shall not include graphics in connection with customary window display of products.

§ 84-3 SIGN PERMITS

- A. Permit Required.** Except as hereinafter provided, no person shall erect, alter, construct, relocate or cause to be erected, altered, constructed or relocated any sign without first having obtained a sign permit.

- B. Permit Exceptions.** The following situations shall not require the issuance of a sign permit provided such maintenance, changes, or alterations do not in any way alter the physical size, design, or nature of the sign.
- 1) Repainting, repairing, changing of parts, or ordinary maintenance of signs, sign area, or sign supports.
 - 2) Changing the message of a sign.
- C. Alteration.** Any sign for which a permit has been issued shall not be modified, relocated, altered, or replaced, unless an amended or new sign permit is obtained from the Sign Officer.
- D. Expiration.** A sign permit shall expire if the sign for which the permit has been issued is not fully constructed within one hundred eighty (180) days from the date of issuance of the sign permit.
- E. Revocation.** The Sign Officer or designee may, at any time for a violation of this regulation, issue a notice of violation. A written notice of the violation including all reasons for the violation shall be mailed to the property, building, and/or sign owner. Said violation must be corrected within 30 days of the date of notice, otherwise the sign permit shall be revoked and the sign in question shall be required to be removed.

§ 84-4 APPLICATION REQUIREMENTS

A. Application Submittal.

- 1) Sign applications shall not be processed until all required materials have been submitted to the Sign Officer.
- 2) Incomplete applications will not be processed. The Sign Officer shall provide written or electronic notice of application deficiencies to applicants. If such deficiencies are not corrected within 30 days of said notice, the application will be considered withdrawn.
- 3) Applications for signs that require Planning Board review shall be submitted to the Sign Officer at least 10 business days prior to the Planning Board meeting at which such application is to be considered.
- 4) In the event a sign permit application is denied, the Sign Officer shall issue a written notice to the applicant indicating the findings of the denial. If the application is not amended and resubmitted within 30 days of said written notice, it shall be considered withdrawn.

B. Application Requirements.

The following information shall be provided in all applications for a sign permit. The Sign Officer may require application materials to be prepared by a licensed engineer or sign professional if deemed necessary for adequate review of the proposed sign.

- 1) Name, address, contact information, and signature of the applicant.

- 2) Name, address, and signature of the building and/or property owner (if not the applicant), and a statement of consent for the applicant to seek such sign permit.
- 3) All application fees as determined by the Village Board.
- 4) Site plan and elevations indicating the size, shape, construct, materials, layout, and proposed location of the proposed sign(s) drawn to scale.
- 5) Photos of the site or building upon which the sign is to be located.
- 6) Color illustrations and/or photos of the proposed sign and sign area.
- 7) Proposed illumination system, if any, and the type of lighting to be used.
- 8) Plan for removal of the sign(s) and restoration of the building façade, ground, or other feature to which the sign(s) is proposed to be attached.
- 9) Samples of sign materials shall be required for all applications under review by the Planning Board.
- 10) Any additional information as requested by the Sign Officer or Planning Board that is deemed necessary for the adequate review of the proposed sign.

§ 84-5 REVIEW PROCEDURES

A. Review by Sign Type.

- 1) Sign permit applications shall require administrative review by the Sign Officer and/or Planning Board review, depending upon the sign type and its design. The table below indicates the required level of review by sign type.

TABLE 84-5: Required Review by Sign Type

	SIGN OFFICER	PLANNING BOARD
A-FRAME SIGN		●
AWNING SIGN		
Within Valance Area	●	
Outside Valance Area		●
EXTERNALLY ILLUMINATED SIGN		●
GROUND SIGN		●
MARQUEE SIGN		●
PAINTED SIGN		●
PROJECTING SIGN	●	
ROOF SIGN		●
SUSPENDED SIGN	●	

	SIGN OFFICER	PLANNING BOARD
TEMPORARY SIGN	●	
WALL SIGN		
Area 16 Square Feet or Less	●	
Area Over 16 Square Feet		●
WINDOW SIGN		
As Sole Signage for Use		●
As Additional Signage for Use	●	

- 2) Applications for signs that are consistent with a sign plan or program previously approved by the Planning Board for a project or building may also be administratively reviewed, regardless of the sign type.

B. Administrative Review Procedures.

- 1) The Sign Officer may approve, approve with modifications, or deny a sign application as part of administrative review. Approval of a sign application shall require the issuance of a sign permit. The Sign Officer shall issue a sign permit only if the sign conforms to all the applicable standards and requirements of this Chapter.
- 2) The Sign Officer may, at his or her discretion, refer any sign application to the Planning Board for review and comment.
- 3) Appeals of a sign application decision made by the Sign Officer may be filed with the Planning Board. An appeal must be filed within 30 days of the date of the sign application decision in order to be considered.

C. Planning Board Review.

- 1) The Planning Board shall review and decide upon all sign applications received from the Sign Officer. Such review may occur at any regularly or specially scheduled Planning Board meeting.
- 2) The Planning Board may approve, approve with modifications, or deny a sign permit application. The Sign Officer shall issue a sign permit within 30 days of approval by the Planning Board. .
- 3) Development applications subject to review and approval by the Planning Board may have proposed signage reviewed and approved as part of the site plan or architectural review process. In the event of such review, all required sign permit application materials shall be provided to the Planning Board as part of the site plan or architectural review application.
- 4) Appeals of a sign application decision made by the Planning Board may be filed with the Zoning Board of Appeals. Said appeal must be filed within 30 days of the date of the sign application decision to be considered.

D. Review Criteria. The review of sign permit applications by the Sign Officer and Planning Board shall be based upon the following criteria:

- 1) The scale, color, texture and materials of the sign will be compatible with the style, color, texture and materials of the building on which it is located as well as neighboring buildings;
- 2) The sign is neither confusing or distracting, nor will it create a traffic hazard or otherwise adversely impact public safety;
- 3) The sign is consistent with the vision and intent of the Village of Williamsville Community Plan and will promote an attractive and walkable traditional Village environment;
- 4) The sign follows the design guidelines outlined in Section 84-18 to the greatest extent practicable; and
- 5) The sign is otherwise compliant with this Chapter.

§ 84-6 MEASUREMENT

A. Sign Area.

- 1) Single Sign Face. The area of a sign shall be computed by means of the smallest square, circle, rectangle, triangle, or geometric combination thereof that will encompass the extreme limits of the writing, representation, emblem, graphic, and/or other display, together with any material, backdrop, or structure on which it is placed. See Figure 1.
- 2) Multi-Faced Signs. In the case of a multi-faced sign only one side of the sign is considered in determining sign area if the sides of the sign are back-to-back or diverge at an angle of forty-five (45) degrees or less.

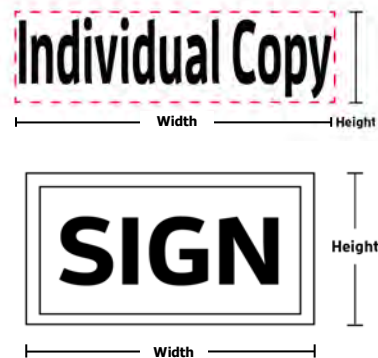


Figure 1: Individual Letters and Sign Faces

B. Sign Height.

- 1) Freestanding Sign. The height of a freestanding sign shall be calculated by measuring the vertical distance between the top part of such sign or its structure, whichever is highest, to the elevation of the ground directly beneath the center of the sign. See Figure 2.
- 2) Other Signs. The height of an awning, projecting, suspended, wall, or window sign shall be determined by measuring the vertical distance between the top part of the sign face or structure, whichever is highest, to the bottommost edge of the sign face.



Figure 2: Freestanding Sign

§ 84-7 SAFETY PROVISIONS FOR ALL SIGNS

- A.** No sign shall be erected in such a manner as to obstruct free egress from a window, door or fire escape or to become a menace to life, health or property.
- B.** No sign shall be erected at or near any intersection of streets, alleys, or railways in a manner that obstructs free and clear vision for pedestrians, bicyclists, and motorists.
- C.** No sign shall be of a shape or color that may be confused with any authorized traffic control device.
- D.** No rotating beam, beacon, or flashing illumination resembling an emergency light shall be used with any sign display.
- E.** The erection of any sign and its supports, including any wiring and/or electrical components utilized therein, shall be consistent with generally accepted standards and requirements of the NYS Building Code.
- F.** The erection of any sign, its supports, wiring, or other structural and/or electrical elements may be subject to inspection and approval by the Sign Officer.

§ 84-8 CONSTRUCTION

- A.** All signs shall be constructed of permanent, weather resistant, and durable materials, except for banners, flags, temporary signs, and window signs otherwise in conformance with this Chapter.
- B.** Where applicable, signs shall be supported by sign structures that are designed to resist wind pressures, dead loads, and lateral loads in accordance with the appropriate provisions of the NYS Building Code. All sign supports shall be reviewed as part of the sign design.
- C.** All sign lettering shall be permanently affixed to the sign. Manual changeable copy signs shall be enclosed and locked.
- D.** No sign may be constructed of untreated, unfinished, or unpainted wood, sandblasted metal, or other unfinished materials. All wood components of signs must be sealed and protected from the elements.

§ 84-9 ILLUMINATION

- A.** In no event shall any illuminated sign or lighting device be placed so as to permit the beams and illumination therefrom to be directed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
- B.** All lighting fixtures shall be dark sky compliant and directed so as not cast an illumination of more than two (2) foot-candles on adjacent nonresidential properties or more than one-tenth (0.1) foot-candle on adjacent residential properties.

- C. All illumination shall be a steady, continuous burning of bulbs or lights. The flashing, blinking, oscillating, rotating or intermittent turning on and off of any illuminating device is prohibited.
- D. Overhead wires or exposed wires on a sign or its supporting members are prohibited.
- E. Permitted lighting fixtures include lanterns, goosenecks, and shielded, architectural-grade spot lights (See Section 112-16l of the Village Code). Single bar fluorescent tube fixtures are prohibited.
- F. Channel lettering and reverse channel lettering may be utilized in districts where illumination is permitted.

§ 84-10 LOCATION

- A. No sign shall be posted on public property or within a public right-of-way without express approval by the Village Board or any official designated by the Village Board for granting such approval.
- B. No sign shall obscure, alter, or cover the architectural features of any building.
- C. Off-premise signs are prohibited. All signs shall be located on the site of the use being promoted, identified, or advertised.
- D. All freestanding signs, unless otherwise noted within this Chapter, shall be no closer than five feet from the inner edge of the public sidewalk or 15 feet from the inner edge of the public roadway, whichever is greater.

§ 84-11 VISIBILITY AT INTERSECTIONS

No freestanding sign or any part thereof exceeding three feet in height, other than a supporting pole or brace no greater than 18 inches in width or diameter, shall be located within the designated clear sight triangle of any intersecting streets. The clear sight triangle shall be defined by the triangle formed by the center lines of the intersecting streets measured 20 feet outward from the point of intersection of said center lines along such center lines. This shall only apply to intersections where a building does not occupy this space. See Figure 3.

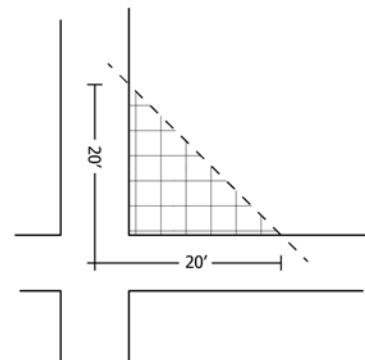


Figure 3: Clear Sight Triangle

§ 84-12 MAINTENANCE & REPAIR

All signs shall be maintained in safe and good structural condition, in compliance with all applicable building and electrical codes, and in conformance with this Chapter at all times. Such maintenance includes replacement of all defective bulbs, parts, materials, painting, repainting,

cleaning, replacement of copy, and other acts required for maintenance of such sign. If any sign does not comply with these standards, the Sign Officer may require its removal.

§ 84-13 REMOVAL OF SIGNS

- A. Where required by this Chapter, the removal of signs shall be the sole responsibility of the sign owner and/or sign permit holder. If said sign is not removed within 30 days of the date of written notice by the Sign Officer, the Sign Officer is authorized to affect its removal.
- B. The Sign Officer may remove any sign that is found to be in violation of this Chapter. The property and/or sign owner shall subsequently be given written notice of such sign removal. If the sign is not claimed within 10 days of the written notice, the Sign Officer may dispose of said sign.
- C. Any costs incurred for the removal of a sign shall be fully reimbursed to the Village of Williamsville by the sign owner and/or sign permit holder. All expenses incurred by the Village in removing such sign shall be a charge against the property and shall be added to the next taxes assessed against the property if not paid within 30 days after notice of said charge is delivered to the owner by certified mail or equivalent means.

§ 84-14 SIGNS AUTHORIZED WITHOUT A PERMIT

The following types of signs may be erected in the Village without obtaining a sign permit. Although permits are not required for these signs, they shall conform to all other requirements of this Chapter or may be subject to removal by the Sign Officer in accordance with Section 84-13.

- A. **Directional Signs.** Non-illuminated direction signs do not require a permit provided the following conditions are met:
 - 1) Directional signs shall be located entirely on the property to which they pertain and shall not contain a commercial message (e.g. business name).
 - 2) The total of directional signs on any one property shall not exceed an area of six square feet in a residential district, or 16 square feet in a nonresidential district.
 - 3) Directional signs shall not exceed three feet in height.
 - 4) Directional signs may not extend above the first floor of any given structure or project beyond property lines.
- B. **Gasoline or Vehicle Charging Station Signs.** Signs attached to a gasoline pump or vehicle charging station shall not require a permit provided they do not exceed six square feet in area.
- C. **Governmental Signs.** Any official sign, public notice, or warning sign authorized by federal, state or local law, including but not limited to signs erected and maintained pursuant to

and in discharge of any government functions. (Example: NYS inspection station or authorized repair shop identification).

D. House Numbers and Nameplates. Address and name of occupant of premises for a residential structure, not including designations as to employment or home occupation, are to be limited in size to four square feet per dwelling unit.

E. Incidental Signs. Incidental signs shall conform to the following standards:

- 1) No sign may be illuminated.
- 2) No sign may exceed three feet in height and four feet in area.
- 3) The cumulative area of all signs shall not exceed 12 square feet.

F. Internal Signs. Signs within a building not legible from the public right-of-way or adjacent lots, or any sign within an enclosed outdoor space, such as an athletic field, where such sign is not legible beyond the property lines.

G. Lawn Signs. Lawn signs shall be in conformance with the regulations below.

- 1) No sign exceeds three feet in height and six square feet in area, and the cumulative area of all signs on the lot does not exceed 12 square feet.
- 2) No sign is displayed for more than 30 days in a 90-day period.
- 3) No sign is illuminated.

H. Neon Signs. Neon signs located within a window area shall not require a sign permit provided they conform to the following:

- 1) The neon sign is located within a nonresidential district.
- 2) No more than one neon sign per window, covering no more than 10% of the window area.
- 3) No more than two neon signs per use.

I. Noncommercial Signs. Any use is permitted one sign that does not contain a commercial message, provided such sign is in conformance with the following:

- 1) The sign does not exceed three feet in height and six feet in area.
- 2) The sign is not illuminated.
- 3) The sign is not located above the first-floor of any structure.

§ 84-15 PROHIBITED SIGNS

A. Any sign for which no sign permit was issued, for which a sign permit was revoked, or any other sign not explicitly authorized herein.

- B. Any sign that may be confused with a traffic control sign, signal or device or the light of an emergency or road equipment vehicle or any sign which hides from public view any traffic or street sign, signal, or device.
- C. Any sign that flashes, blinks, rotates, or revolves, or utilizes unshielded lighting devices, mirrors, or reflectors to outline or provide the background of a sign.
- D. Any derivation of digital or electronic signage which displays animated or illuminated content.
- E. Any sign employing vertical louvered blinds, mechanically changing, or movable materials.
- F. Any sign that is not properly maintained, considered structurally unsound, hazardous, or otherwise unsafe.
- G. Any sign that contains words or pictures of an obscene or pornographic nature.
- H. Any sign that emits audible sounds, odor, or visible matter.
- I. Any sign prohibited within a residential district that is located in an adjacent nonresidential district and is not set back at least 10 feet from the adjacent residential district property line.
- J. Any sign that is located off-premise from the use and/or structure to which it serves, unless otherwise permitted by this Chapter.
- K. Any sign that is obsolete or abandoned, advertising an activity, business, product or service no longer conducted or available on the premises on which the sign is located.
- L. Any sign placed on a curb, sidewalk, hydrant, utility pole, tree or other object located on or over any public street unless otherwise permitted by this Chapter.
- M. Any pole sign or sign that is mounted on wheels or mounted on any structure on wheels.
- N. Any banner, poster, pennant, ribbon, streamer, spinner, or balloon, unless otherwise authorized by this Chapter.

§ 84-16 PERMITTED SIGNS BY ZONING DISTRICT

- A. **Sign Types.** The following table indicates the sign types permitted within the Village's zoning districts, as established in Chapter 112 of the Village of Williamsville Code.
 - 1) A fully filled dot indicates that the sign type is permitted and may be illuminated.
 - 2) An outline of a dot indicates that the sign type is permitted but may not be illuminated.
 - 3) A "-" indicates that the sign type is not permitted.

TABLE 84-16(A): Sign Types Permitted by Zoning District

SIGN TYPE	ZONING DISTRICTS				REQUIREMENTS
	R-1, R-2, R-3	R-3M	NMU, MU	M-1	
A-Frame	-	○	○	○	§ 84-17(A)
Awning	-	-	○	○	§ 84-17(B)
Ground	○	○	●	●	§ 84-17(C)
Marquee	-	-	●	-	Determined by Planning Board
Painted	-	-	○	○	§ 84-17(G)
Projecting	-	○	●	●	§ 84-17(D)
Roof	-	-	●	●	Determined by Planning Board
Suspended	-	-	○	-	§ 84-17(E)
Temporary	○	○	○	○	§ 84-17(F)
Wall	○	○	●	●	§ 84-17(G)
Window	-	○	○	○	§ 84-17(H)

B. **Number of Signs.** The number of signs and sign types permitted in zoning districts is provided in the table below. All signs must be in conformance with Section 84-17, where applicable.

TABLE 84-16(B): Number of Signs Permitted

	NUMBER ¹	TYPE
Residential District	1 per use	As permitted
Nonresidential District	2 per use	1 of each, as permitted
Residential Development	1 per entrance ²	Ground Sign, max height 4 feet & max area 24 square feet
Multi-Tenant Development		
Per Use	2	1 of each, as permitted
Per Lot	1	Ground Sign, max height 10 feet & max area 32 square feet
Multi-Story, Multi-Tenant Building		
First-Floor	1 per use	As permitted
Upper-Floor	1 shared	As permitted, located on sign board
Corner Buildings	1 additional	As permitted ³ , must be identical to signage on primary façade
NOTES: (1) Window signs shall not be included in the count of total allotted signage. (2) Shall only apply to entrance points from public streets. (3) Freestanding signs may not be duplicated. Additional signage must be located on façade.		

§ 84-17 REGULATIONS BY SIGN TYPE

A. A-Frame Sign.

1) Requirements by District.

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	-	-	1 per use	1 per use
Maximum Area	-	-	6 square feet	6 square feet
Minimum Height	-	-	3 feet	3 feet
Maximum Height	-	-	4 feet	4 feet
Illumination	-	-	-	-

2) Additional Regulations.

- a. The sign must be brought in each day at the close of business.
- b. Uses along Main Street may place a-frame signs within the public sidewalk provided it does not impede pedestrian traffic and is set back at least four feet from the curb of the street.

3) Sign Design. Refer to Section 84-18 for sign design guidelines.



B. Awning Sign.

1) **Requirements by District.**

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	-	-	1 per awning	1 per awning
Maximum Area	-	-	4 square feet	4 square feet
Maximum Height	-	-	2 feet	2 feet
Minimum Clearance¹	-	-	9 feet	9 feet
Illumination	-	-	-	-

NOTE: (1) Measured from the elevation of the ground directly beneath the center of the awning to the bottommost edge of the awning

2) **Additional Regulations.**

- a. Awning signs shall be permitted on first-floor awnings only.
- b. A single use may utilize no more than two awnings for signage. Where a single use has more than one awning, each awning shall match in color and style.
- c. Where an awning relates to more than one use, each use shall be entitled to one sign on such awning provided the color and style of the signs are the same.
- d. Awnings upon which a sign is to be placed shall be comprised of high-quality, weather-resistant materials designed for exterior use.

3) **Sign Design.** Refer to Section 84-18 for sign design guidelines.



C. Ground Sign.

1) **Requirements by District.**

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	1 per lot	1 per lot	1 per lot	1 per lot
Maximum Area	6 square feet	16 square feet	20 square feet	30 square feet
Maximum Height	3 feet	3 feet	4 feet	6 feet
Illumination	-	-	Internal or External	Internal or External

2) **Additional Regulations.**

- a. All ground signs shall have a landscaped area at the base of the sign. The landscaping shall fully surround the sign and utilize appropriate plantings so as not to obscure the visibility of the sign.
- b. All plantings shall be properly manicured and maintained as the season may require. Dead or decaying plant material shall be replaced by the sign owner within 30 days of written notice by the Sign Officer.
- c. Segmental block and/or non-mortared stone is permitted for sign base materials only if like materials are in use throughout the principal structure. Landscape timbers are not permitted sign base materials.
- d. External lighting fixtures may be mounted on the ground or on the sign. Lighting fixtures mounted on the ground shall be shielded and directed so as to illuminate only the sign face.
- e. The use of neon tubes may be permitted with Planning Board review and approval.

3) **Sign Design.** Refer to Section 84-18 for sign design guidelines.



D. Projecting Sign.

1) **Requirements by Districts.**

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	-	1 per use	1 per use	1 per use
Maximum Area	-	4 square feet	6 square feet	8 square feet
Maximum Height	-	2 feet	2 feet	3 feet
Minimum Clearance¹	-	9 feet	9 feet	9 feet
Illumination	-	-	External Only	External Only

NOTE: (1) Measured from the elevation of the ground directly beneath the center of the sign to the bottommost edge of the sign.

2) **Additional Regulations.**

- a. Signs shall be located in the sign board area, unless otherwise approved by the Planning Board.
- b. The use of neon tubes may be permitted with Planning Board review and approval.

3) **Sign Design.** Refer to Section 84-18 for sign design guidelines.



E. Suspended Sign.

1) **Regulations by District.**

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	-	1 per use	1 per use	-
Maximum Area	-	6 square feet	6 square feet	-
Maximum Height	-	2 feet	2 feet	-
Minimum Clearance¹	-	9 feet	9 feet	-
Illumination	-	-	-	-

NOTE: (1) Measured from the elevation of the ground directly beneath the center of the sign to the bottommost edge of the sign.

2) **Additional Regulations.**

a. Signs shall be located in the sign board area, unless otherwise approved by the Planning Board.

3) **Sign Design.** Refer to Section 84-18 for sign design guidelines.



F. Temporary Sign.

1) **Regulations by District.**

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	1 per use	1 per use	1 per use	1 per use
Maximum Area	6 square feet	12 square feet	24 square feet	24 square feet
Maximum Height	3 feet	3 feet	6 feet	6 feet
Illumination	-	-	-	-

2) **Additional Regulations.**

- a. No sign shall be displayed for more than 30 days in a 90-day period.
- b. The display of a sign may be extended for up to two additional 30-day periods upon written request to the Sign Officer setting forth the special circumstances requiring such extension.
- c. No sign shall project above the first floor of any given building or beyond property lines.
- d. Banners, posters, pennants, ribbons, streamers, spinners, or balloons may be permitted as temporary signage, provided they are in conformance with this Section.

G. Wall Sign.

1) **Regulations by District.**

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	1 per structure	1 per structure	1 per façade	1 per façade
Maximum Area	4 square feet	8 square feet	20% of façade OR 50 square feet, whichever is less	20% of façade OR 50 square feet, whichever is less
Maximum Height	1 feet	2 feet	4 feet	6 feet
Illumination	Not Permitted	Not Permitted	External Only	Internal or External

2) **Additional Regulations.**

- a. Signs shall be located in the sign board area, unless otherwise approved by the Planning Board.
- b. Painted signs shall require Planning Board review and approval. No painted sign shall be located on the primary façade of a structure.

3) **Sign Design.** Refer to Section 84-18 for sign design guidelines.



H. Window Sign.

1) Regulations by District.

	R-1, R-2, R-3 Districts	R-3M District	NMU, MU Districts	M-1 District
Maximum Number	-	-	None	None
Maximum Area	-	-	25% of window area	50% of window area
Illumination	-	-	-	-

2) Additional Regulations.

- a. Window signs shall not be counted towards the total allotted signage for any use.
- b. Signs are permitted in first floor windows only.

3) Sign Design. Refer to Section 84-18 for sign design guidelines.



§ 84-18 SIGN DESIGN GUIDELINES

The following sign design guidelines are intended to assist applicants and review bodies in addressing issues related to sign compatibility, legibility, placement, and color.

A. Compatibility.

- 1) Signs should be constructed of high quality materials that are compatible with the building form and the desired character of the area in which they are located.
- 2) Signs should be appropriately scaled for the building or site upon which they are located, so as not to dominate the façade or streetscape.
- 3) Signs on buildings that have a monolithic or plain façade should be used to establish appropriate design rhythm, scale, and proportion and create visual interest.
- 4) Signs should be designed to include relief in the lettering or sign face to create shadows and provide depth and visual interest.

B. Legibility.

- 1) Hard to read, intricate typefaces should be avoided. The number of lettering styles on a single sign should be limited to two for small signs and three for larger signs.
- 2) Letters and words should not be spaced too closely together. Generally, letters should not occupy more than 75% of the sign area.
- 3) Large areas of blank spaces should be avoided. Generally, 50% or more blank area should be avoided for boxed sign areas or framed signs.
- 4) Strangely shaped or unnecessarily narrow signs should be avoided. If an unusual shape is not symbolic it is more likely to be confusing.

C. Placement.

- 1) Signs should be so located to respect and compliment a building's façade, utilizing logical signage areas created by existing architectural details or ornamentation.
- 2) Signs should be placed at or near the public entrance to a building to indicate the most direct access.
- 3) Signs located on a building façade should be located in the sign board area.

D. Color.

- 1) Signs should feature substantial contrast between the color and material of the background and text or symbols.
- 2) Sign colors should complement the materials and colors of adjacent buildings, including accent and trim colors, where applicable.

- 3) Use of color and color combinations utilized for signs should be limited. Generally, a sign should not utilize more than three colors, including accent colors.
- 4) Day-glo or florescent colors should be avoided.

§ 84-19 NONCONFORMING SIGNS

- A.** Any sign that does not comply with this Chapter is eligible for characterization as a legal nonconforming sign if the sign complied with all requirements in effect at the time it was erected.
- B.** Nonconforming signs must be brought into compliance with this Chapter under the following conditions:
 - 1) The sign is altered in any way, such as size, design, structure, or type of illumination (except for normal maintenance).
 - 2) The sign is relocated or replaced.
 - 3) The property or business to which the sign relates changes ownership or primary use.
- C.** Any nonconforming sign that is removed from its position or siting and not replaced in-kind within 30 days shall be presumed to be abandoned and discontinued, and therefore may not be restored or re-erected except in compliance with this Chapter.
- D.** No nonconforming sign may be altered in any way that would increase its nonconformity with the regulations of this Chapter, including but not limited to area, height, setback, and illumination.
- E.** A nonconforming sign shall not be repaired, reconstructed or replaced, except in conformity with all the provisions of this chapter if it is damaged to an extent that the cost of repairing the sign to its former condition or replacing it with an equivalent sign equals or exceeds 50% of the replacement value of the sign so damaged, including labor.
- F.** Nothing in this section shall relieve the owner or user of a nonconforming sign or owner of the property on which the nonconforming sign is located from complying with the provisions of this Chapter regarding safety, maintenance and repair of signs. Any repainting, cleaning, or routine maintenance or repair of the sign or sign structure shall not be deemed to modify the sign in any way.
- G.** The amortization period of any legal nonconforming pole sign in a M, NMU or MU District as provided for in the Village of Williamsville Local Law No. 7-2015 shall remain in effect. An extension of 180 days to the original amortization period shall be permitted as part of this Chapter update. The Zoning Board of Appeals may permit a longer amortization period upon the submission of competent proof by the owner of the sign that a longer amortization period is necessary to allow the owner to recover its investment.

VILLAGE OF WILLIAMSVILLE
TRAVEL REQUEST FORM

DEPARTMENT:

Fire Department

* PLEASE ATTACH COPY OF CONFERENCE AGENDA TO THIS FORM

DESTINATION AND PURPOSE OF TRIP

Date of Departure September 30, 2018
Date of Return October 1, 2018
Destination Meyersdale, PA 4Guys
Purpose Pre Paint Inspection for Engines
Attendees Adam Oehmler, Mike Measer, Chris Petrie, John Licata, Rich Maddigan
Expenses paid for by 4Guys included in truck bid. Taking 2 FD vehicles

ESTIMATED COST

Transportation:

Mileage _____ Miles at _____ per mile _____
Tolls _____ unknown
Local Transportation _____
Airline _____ Quantity _____ Total _____

Lodging

1 Nights at 0 per night _____

Meals (based on per diem rates)

Do not include meals covered by conference fee _____

Registration/Conference Fees _____

Other _____
Ground Transportation _____

TOTAL COST _____

APPROVALS


Department Head

9/17/18
Date

Village Administrator

Date

** Please attach a copy of this form to all related vouchers submitted for payment



WILLIAMSVILLE FIRE DEPARTMENT HUTCHINSON HOSE COMPANY

100% Volunteer

Chief of Department Michael A. Measer

September 19, 2018

Honorable Village Board members,

On September 11, 2018 at the regular monthly meeting of the Hutchinson Hose Company, members present accepted the application of Zachary Worthington residing at 100 Lafayette Blvd Apt. 1, Williamsville NY 14221, as a member of the Hutchinson Hose Company.

Pending your approval, Zachary will join the active rolls on October 1, 2018.

Respectively,

Michael A. Measer

Fire Chief



5565 Main Street Village of Williamsville NY 14221 716.632.4070 Fax 716.632.6839
5045 Sheridan Drive Williamsville NY 14221 716.631.5164

www.HutchinsonHose.com



VILLAGE OF WILLIAMSVILLE TRAVEL REQUEST FORM

DEPARTMENT:

* PLEASE ATTACH COPY OF CONFERENCE AGENDA TO THIS FORM AS WELL AS ALL OTHER INFO RELATED TO YOUR TRAVEL REQUEST. THIS INCLUDES CONFERENCE FEES, AIRFARE, HOTEL INFO, PER DIEM, ETC. ALL MEALS INCLUDED IN THE CONFERENCE OR HOTEL SHOULD BE DEDUCTED FROM THE PER DIEM AMOUNT.

No published agenda as of 9/18/18

DESTINATION AND PURPOSE OF TRIP

Date of Departure 10-17-2018
 Date of Return 10-17-2018
 Destination Rochester NY
 Purpose NYS City/County Management Assoc.
 Attendees Lynda Judd

ESTIMATED COST

Transportation:
 Mileage 150 Miles at \$ 0.545 per mile \$81.75
 Tolls \$7.00
 Local Transportation —
 Airfare, etc. —

Lodging
 _____ Nights at \$ _____ per night n/A

Meals (based on per diem rates) n/A
 Do not include meals covered by conference fee or hotel

Registration/Conference Fees \$50.00

Other —

TOTAL COST 138.75 → \$150⁰⁰

APPROVALS

[Signature] 9/18/18
 Department Head Date
[Signature] 9/18/18
 Village Administrator Date



FALL SEMINAR REGISTRATION FORM

OCTOBER 17, 2018
10:00am to 3:00pm

MEMBER FEE: \$50

STUDENT MEMBER FEE: \$20

Your name Lyndee Juul / Administrator Title
Municipality (if applicable) Village of Williamsville
Business address 5565 main st., Williamsville, NY 14221
Home address 34 E. Pinelake Dr., Williamsville, NY 14221
Email LJuul@village.williamsville.ny.us Phone (716) 632-6009

Please return this form with your check payable to NYSCMA by September 31, 2018 to:

NYS City/County Management Association
ATTN: George Calvi
980 Broadway #627
Thornwood, New York 10594



FALL SEMINAR INFORMATION AND REGISTRATION FORM
to be held at
SUNY BROCKPORT'S ROCHESTER, NY LOCATION

OCTOBER 17, 2018
10:00am to 3:00pm

NYSCMA's fall seminar will take place at SUNY Brockport's Rochester, New York downtown location. Be sure to visit this link for information about this fantastic venue:
https://www.brockport.edu/about/brockport_downtown. Nearby hotels are listed below.

Strathallan Rochester Hotel & Spa

550 East Ave

Rochester, NY 14607

(585) 461-5010

<http://doubletree3.hilton.com/en/hotels/new-york/the-strathallan-rochester-hotel-and-spa-adoubletree-by-hilton-ROCTSDT/index.html>

*No government rate

Rochester Riverside Hotel

120 East Main Street

Rochester, NY 14604(585) 546-6400

<https://www.rochester-riverside-hotel.com/>

*Government rate available - \$106/night

Hilton Garden Inn Rochester Downtown

155 East Main Street

Rochester, NY 14604

(585) 232-5000

<http://hiltongardeninn3.hilton.com/en/hotels/new-york/hilton-garden-inn-rochester-downtownROCEMGI/index.html>*No government rate

Hyatt Regency Rochester

125 East Main Street

Rochester, NY 14604(585)

546-1234

<https://www.hyatt.com/en-US/hotel/new-york/hyatt-regency-rochester/roche>*Government rate available \$110-\$116/night



37 CENTRAL AVENUE, LANCASTER, NY 14086-2143

Telephone: (716) 683-5961

e-mail: wsa@wmschutt.com

Fax: (716) 683-0169

PROPOSAL AND AGREEMENT FORM

Only signature by both parties constitutes an AGREEMENT between the addressee, herein called the OWNER, and Wm. Schutt & Associates herein called ENGINEER.

PROPOSAL SUBMITTED TO (OWNER): Benjamin S. Vilonen, R.L.A. Crew Chief Village of Williamsville Department of Public Works 5565 Main St. Williamsville, NY 14221	Date: September 12, 2018 OWNER's Phone: (716) 632-5009 OWNER's Email: bvilonen@village.williamsville.ny.us
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Description of ENGINEER's proposed Professional Services:

Sanitary Sewer Smoke Testing Project Management

The Village of Williamsville will be conducting smoke testing of the sanitary sewers. Engineer will develop scope of services and bid documents, obtain competitive quotes, and upon award provide project management for the Village.

Schedule of Engineer's Basic Scope of Work and Fees:

Task	Description	Method of Payment	Amount
A	Develop RFP and obtain quotes	Lump Sum	\$1,750.00
B	Provide Project Management during testing	Lump Sum	\$5,500.00
C	Misc. Expenses	Schedule	\$250.00
	Estimated Total Fee		\$7,500.00

ENGINEER may withdraw this PROPOSAL unless one copy is signed and returned to ENGINEER together with a PROJECT INITIATION FEE of **\$0.00**. The initiation fee will be held by ENGINEER and applied against the cost of the final invoice. Any excess will be returned to the OWNER with the final invoice.

Upon execution and receipt by both parties, this document together with all attachments shall form the Agreement between Owner and Engineer. Engineer shall hold this proposal open for acceptance by Owner for a period of **no more than thirty (30) calendar days** after the below-stated proposal submission date.

SUBMISSION OF PROPOSAL

ENGINEER

(Signature)

PROPOSAL SUBMISSION DATE

September 12, 2018
(Month, day and year)

William E. Schutt, P.E. President

(Printed name and title)

ACCEPTANCE OF PROPOSAL

By signing this document Owner accepts the Engineer's proposal including all attachments that together henceforth shall form the Agreement between Owner and Engineer.

OWNER

ACCEPTANCE DATE

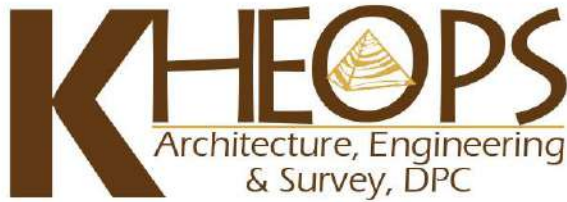
(Signature)

(Month, day and year)

(Printed name and title)

The following EXHIBITS are attached and part of this PROPOSAL:

1. Standard Terms and Conditions
2. Hourly Billing Rates and Reimbursable Expense Schedule



Tel (716) 849-8739
Fax (716) 856-0981
www.kheopsdpc.com

300 Pearl Street
Suite 100
Buffalo, NY 14202

September 21, 2018

Village of Williamsville
5565 Main Street
Williamsville, NY 14221

Attn: Benjamin S. Vilonen, R.L.A.

Re: Village of Williamsville Sanitary Sewer Smoke Testing Services

Dear Mr. Vilonen:

Pursuant to your request, KHEOPS Architecture, Engineering & Survey, D.P.C. is pleased to present this contract to provide sewer smoke testing in the Village of Williamsville.

Scope of Services:

KHEOPS will conduct smoke testing on two zones identified by WM. Schutt Associates in the August 13, 2018 request for proposal. The zones include Long Street (18,770 linear feet) and South Ellicott Street (30,140 linear feet). For each of these zones, KHEOPS will provide and perform the following:

1. Notification- KHEOPS will prepare and distribute door hanger notification to each property within the testing area, providing information on the testing, schedule and answers to frequently asked questions. Emergency Services will also be contacted and made aware of the testing schedule.
2. KHEOPS will mobilize a 2-3 person crew, equipped with a Hurco Ripcord Smoker and liquid smoke to test the sanitary sewers. Staff will be OSHA Confined Space Certified.
3. Crews will position the blower on manholes throughout the study area and blow liquid smoke into the sewer pipes. Crews will then document locations where smoke plumes are visible, providing a location, source of smoke and will obtain photographs of the smoke plumes.
4. Upon completion of the field work, a final summary of defect findings, including a report for each location that smoke plumes were located.

Proposed Schedule:

If notice to proceed is provided by September 25, 2018, and weather patterns are consistent with what can be reasonably expected in the months of October and November, KHEOPS will complete the testing and provide the final deliverables by November 16, 2018.

Proposed Fee:

KHEOPS will complete the above scope for the following lump sum fees, including expenses:

Long Street Study Area	\$12,102.60
South Ellicott Street Study Area	<u>\$19,433.20</u>
TOTAL COST	\$31,535.80

Thank you for providing KHEOPS this opportunity. Should you have any questions, please feel free to contact me at 716.849.8739.

Very truly yours,
KHEOPS Architecture, Engineering & Survey, D.P.C.



Douglas R. Hager PLS
Principal



Michelle L. Bodewes, PE, ENV SP
Project Manager

PROPOSAL ACCEPTANCE AND TOTAL AGREEMENT

In addition to agreeing with the above scope of work and estimated cost, the attached terms and conditions apply and are binding.

This agreement constitutes the entire Agreement between the CLIENT and KHEOPS Architecture, Engineering & Survey, DPC and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

This Agreement will become effective on the date set forth at the bottom of this page (which is the effective date of the Agreement).

If you would like KHEOPS to proceed with the project, please sign below and return to us.

Company: _____

By: _____ (please sign)

Name: _____ (please print)

Date: _____



TERMS & CONDITIONS**SCOPE OF SERVICES**

1. Scope of Services: [See Attached Proposal].
2. Additional Services: If authorized by CLIENT in writing, KHEOPS shall furnish Additional Services which are not included as part of Basic Services. Fees for Additional Services shall be agreed to in writing prior to commencement of any Additional Services.
3. Upon the Effective Date of this Agreement, KHEOPS is authorized to begin Scope of Services as outlined above.

FEES

4. CLIENT shall pay KHEOPS for all Scope of Services furnished under of this Agreement in accordance with the attached Proposal. If used, the Standard Hourly Rates Schedule and Reimbursable Expenses Schedule will be adjusted annually as of January 1 to reflect equitable changes to the compensation payable to KHEOPS.
5. Invoices will be prepared in accordance with KHEOPS' standard invoicing practices and will be submitted to CLIENT by KHEOPS on no less than a monthly basis, unless otherwise agreed.
6. Invoices are due and payable upon receipt. If CLIENT fails to make any payment due KHEOPS for services and expenses within thirty (30) days after the date of issue of KHEOPS' invoice, a late fee of 2.5% will be assessed. Should invoices be unpaid for 60 days or greater, an additional late fee of 2.5% per every 30 days past due will be assessed. In addition, KHEOPS may, after giving seven days written notice to CLIENT, suspend services under this Agreement until KHEOPS has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to late fees and then to services and expenses. CLIENT will pay for all collection charges associated with collecting on account including attorney fees and court costs.
7. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
8. Client has 10 days from date invoice to review and accept the invoice. After 10 days the invoice is considered accepted.

CLIENT RESPONSIBILITIES

9. In addition to other responsibilities of CLIENT as set forth in the proposal, CLIENT shall:
 - a.) Provide KHEOPS with all criteria and full information as to CLIENT's requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for KHEOPS to include in the Bidding Documents, when applicable.
 - b.) Furnish to KHEOPS any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.
 - c.) Following KHEOPS' assessment of initially-available Project information and data and upon KHEOPS' request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable KHEOPS to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - i. Property descriptions.
 - ii. Zoning, deed, and other land use restrictions.
 - iii. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - iv. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Specific Project, the Specific Project Site, and adjacent areas.
 - d.) Give prompt written notice to KHEOPS whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the Task Order or of any other development that affects the scope or time of performance of KHEOPS' services, or any defect or nonconformance in KHEOPS' services or in the work of any Contractor.
 - e.) Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by KHEOPS for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or KHEOPS as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

STANDARD OF PERFORMANCE

10. The standard of care for all professional engineering and related services performed or furnished by KHEOPS under this Agreement will be the care and skill ordinarily used by members of KHEOPS' profession practicing under similar circumstances at the same time and in the same locality. KHEOPS makes no warranties, express or implied, under this Agreement or otherwise, in connection with KHEOPS' services.
11. If KHEOPS provides services during the Construction Phase of a Specific Project, KHEOPS shall not supervise, direct, or have control over Contractor's work, nor shall KHEOPS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

12. KHEOPS neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents, including Year 2000 Compliance matters.
13. KHEOPS shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except KHEOPS' own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of KHEOPS.
14. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the KHEOPS' Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition).

INDEMNIFICATION AND LIMIT OF LIABILITY

15. Certificate of Merit. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against KHEOPS, unless the Client has first provided KHEOPS with a written certification executed by an independent professional currently practicing in the same discipline as KHEOPS and licensed in the State of New York.
16. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a KHEOPS performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to KHEOPS not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
17. To the fullest extent permitted by law, KHEOPS shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all 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 solely by the negligent acts or omissions of KHEOPS or KHEOPS' officers, directors, partners, employees, and KHEOPS' consultants in the performance and furnishing of KHEOPS' services under this Agreement.
18. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless KHEOPS, KHEOPS' officers, directors, partners, and employees from and against any and all 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 solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants in the performance and furnishing of CLIENT's services under this Agreement.
19. To the fullest extent permitted by law, the total liability, in the aggregate, of KHEOPS and KHEOPS' officers, directors, partners, employees, agents, and consultants, or any of them to client and anyone claiming by, through, or under client, for any and all injuries, losses, damages, and expenses, whatsoever arising out of, resulting from, or in any way related to this agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of KHEOPS or KHEOPS' officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed a total amount equal to the Fee as defined in Paragraph 5.
20. CLIENT shall not be liable to KHEOPS and KHEOPS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of: the nature of this fault; or whether it was committed by CLIENT or KHEOPS, their employees, agents or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

OWNERSHIP AND USE OF DOCUMENTS

21. All Documents are instruments of service. KHEOPS shall retain an ownership and property interest therein (including the right of reuse at the discretion of KHEOPS) whether or not the Specific Project is completed.
22. Copies of CLIENT-furnished data that may be relied upon by KHEOPS are limited to the printed copies (also known as hard copies) that are delivered to KHEOPS pursuant to paragraph 11. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to KHEOPS are only for convenience of KHEOPS. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
23. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by KHEOPS. Files in electronic media format of text, data, graphics, or of other types that are furnished by KHEOPS to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
24. Any verification or adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle KHEOPS to further compensation at rates to be agreed upon by CLIENT and KHEOPS.

HAZARDOUS ENVIRONMENTAL CONDITION

25. CLIENT represents to KHEOPS that to the best of its knowledge a Hazardous Environmental Condition does not exist on a site for the Specific Project, unless set forth in the Scope of Services.
 26. CLIENT shall disclose to the best of its knowledge to KHEOPS the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site of the Specific Project, including type, quantity, and location.
 27. If a Hazardous Environmental Condition is encountered or alleged, KHEOPS shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
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28. It is acknowledged by both parties that KHEOPS' scope of services in the attached proposal shall not include any services related to a Hazardous Environmental Condition unless specifically agreed to in said Scope of Services. In the event KHEOPS or any other party encounters a Hazardous Environmental Condition not specifically identified, KHEOPS may, at its option and without liability for consequential or any other damages, suspend performance of services until CLIENT: (i) retains appropriate specialist KHEOPS(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site of the Project is in full compliance with applicable Laws and Regulations.
29. CLIENT acknowledges that KHEOPS is performing professional services for CLIENT and that KHEOPS is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site of a Specific Project in connection with KHEOPS' activities under this Agreement.
30. If KHEOPS' services under this Agreement cannot be performed because of a Hazardous Environmental Condition not specifically identified in the Scope of Services, the existence of the condition shall justify KHEOPS' terminating this Agreement for cause on 30 days notice.

DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. The CLIENT and CONSULTANT have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement. Such dispute resolution method and procedure is set forth as follows: CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to non-binding mediation by a mediator from the American Arbitration Association Construction Mediation Panel, or someone mutually agreed to by CLIENT and CONSULTANT.

SURVIVAL

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

TERMINATION

Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to KHEOPS all amounts owing to KHEOPS under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

CONTROLLING LAW

This Agreement shall be governed by the laws of the State of New York and court proceedings, if any, will occur in the County of Erie in New York State.

WAIVERS AND SEVERABILITY

A waiver or breach of any term, condition, or covenant by a party shall not constitute a breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

Civil Engineering
 Environmental Engineering
 Municipal Engineering
 Land Surveying



Project Management
 Construction Support Services
 Landscape Architecture
 SWPPP Services

**Village of Williamsville
 Smoke Testing Quotes
 4-Sep-18**

Contractor	Area					
	Long Street	N. Ellicott Street	S. Ellicott Street	Reist Street		
KHEOPS	\$12,102.60	\$22,580.00	\$19,433.20	\$ 4,862.92	\$	58,978.72
TECSmith	\$21,780.00	\$31,990.00	\$28,365.00	\$ 6,425.00	\$	88,560.00
CES	No Breakdown. Would only perform if all areas included at once. No amount for Garden Parkway				\$	88,375.70



Estimate of Annual Streetlight Charge

Village of Williamsville
Brookside Dr

Annual Charge for Street Lighting
Based on (2 additional) 70 Watt Williamsville lamps and luminaires,
Cable and conduit

<u>Quantity</u>	<u>Description</u>	<u>kWH/ Year/ Lamp</u>	<u>Annual Charge Per Unit (\$) *</u>	<u>Total (\$)</u>
2	70-Watt High Pressure Sodium lamp	342	7.99	15.98
2	70/100-Watt Williamsville luminaire		99.20	198.40
2	Standard Volumetric Charge per luminaire **		29.33	58.65
2	System Benefits Charge ***		2.29	4.57
2	Circuit, UG - Cable and conduit, first 150 feet per street light****		118.26	236.52
	Total Estimated Annual Cost			<u><u>\$514.13</u></u>

NOTE: As outlined in Paragraph IV.A.7 of PSC214-Outdoor Lighting, "As a condition of service hereunder, the customer is exclusively responsible for determining the location, orientation, support structure, type and style of lamp/luminaire combination of the lighting assembly, and the adequacy of the resulting illumination in accordance with applicable industry guidelines, legislation or regulations."

* Prices stated are in effect on the date of this proposal and are subject to change from time to time with National Grid's general rate changes.

** Standard Volumetric Charge is based on the *Distribution Delivery Charge* per kWh of \$0.08575 effective 4/1/16. This report does not include

*** Systems Benefit Charge per kWh is \$0.006686.

**** Circuit footage beyond 150 ft per street light ("excess footage") is not included herein; it is billed separately prior to construction.