

Chapter 90

PEDDLING, VENDING AND SOLICITING

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HISTORY: Adopted by the Board of Trustees of the Village of Falconer 1-8-1996 by L.L. No. 1-1996.¹ Amendments noted where applicable.

GENERAL REFERENCES

Noise — See Ch. 83.

§ 90-1. Title.

This chapter shall be known and may be cited as the "Peddling, Vending and Soliciting Law of the Village of Falconer," Local Law Chapter 90.

§ 90-2. Legislative intent.

This chapter is enacted for the purpose of regulating itinerant peddling, vending or soliciting of goods, wares, commodities, food, money or services in order that the peace, health, safety, welfare and good order of the Village and its inhabitants shall not be endangered or unduly disturbed.

§ 90-3. Definitions.

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

APPLICANT — Any person 16 years of age or older, by or for whom an application is made under this chapter.

1. Editor's Note: This local law superseded former Ch. 90 Peddling and Soliciting, adopted as Ch. 15 of the 1965 Code, as amended.

ESTABLISHED PLACE OF BUSINESS — A permanent building, store, or depository in which or where the person transacts business and deals in the goods, wares, commodities, food or services they peddle, vend or solicit in the ordinary and regular course of business.

LICENSEE — The person who has applied for, and received, a license.

MERCHANDISING — The selling, bartering or trading or offering to sell, barter or trade any goods, wares, commodities, food or services.

MOBILE FOOD UNIT — A mobile food unit in which ready-to-eat food is prepared, cooked, wrapped, packaged, processed or portioned for service, sale or distribution. This shall include self-contained carts, trailers, motorized vehicles, mobile grills (propane, charcoal, etc.), mobile smokers, temporary structures, tents or stands.

MOBILE FOOD VEHICLE — A mobile food unit registered as a commercial vehicle with a state department of motor vehicles.

PEDDLER, VENDOR and SOLICITOR — Includes, unless otherwise herein provided, any person who engages in merchandising or who solicits contributions of goods or moneys from any public street or public place or by going from house to house or place of business to place of business, on foot, on or from any vehicle or by temporarily occupying a room, building or other premises therefor.

PERSON — Includes any individual, firm, partnership, corporation, unincorporated association and principal or agent thereof.

TEMPORARY OCCUPANCY — A store, room, building, tent, enclosure, or structure of any kind intended to be occupied for the period of time necessary to peddle, vend or solicit the merchandise or products therein housed initially, without the intent to replenish or restock such goods, wares and merchandise sold therein. In all prosecutions for violation of this chapter, the intent of the defendant to conduct an established place of business shall be a material fact, and the burden of proving such intent shall be upon the defendant in such prosecution.

§ 90-4. License required; general provisions.

- A. It shall be unlawful for any person within the jurisdiction of this chapter to act as a peddler, vendor or solicitor, as herein defined, without first having obtained and paid for, and having in force and effect, a license therefor.
- B. It shall be unlawful for any person to operate a mobile food unit within the public rights-of-way or on public property anywhere within the Village of Falconer, except as permitted herein.

- C. It shall be unlawful for any person to operate a mobile food unit on private property without first having obtained a valid license as prescribed in this section. Operation of a mobile food vehicle on private property shall be regulated in accordance with all applicable provisions of the Village Code.
- D. Mobile food units with a valid license as prescribed by this section shall be allowed to operate on private property within an area that has been designated by the Village of Falconer as an approved location.

§ 90-5. Applicability.

- A. The provisions of this chapter shall not apply to the following:
 - (1) Any person soliciting at the express invitation of the person solicited or serving an established customer.
 - (2) A wholesaler selling articles to dealers or merchants who have an established place of business within the Village.
 - (3) Vendors while participating in the Village operated farmers market.
 - (4) A child regularly attending any public or parochial or private school located within the Village of Falconer or within the Falconer Central School District; and further provided that any person coming within the provisions of this exemption shall only peddle, vend or solicit in connection with an authorized activity of the organization of which they are a member or of the school which they attend.
- B. The following persons and organizations are exempt from licensing fees:
 - (1) Peddlers, vendors or solicitors operating on Village-owned property which is host to a Village permitted, recognized, or sponsored festival or special event.
 - (2) A representative of any established religious institution maintaining a place of worship within the Village of Falconer; or a member of a veterans' organization, provided that such organization maintains a chapter, post, lodge, camp or other group within the Village of Falconer; or a member of a civic group that maintains a chapter or local organization within the Village of Falconer; and further provided that any person coming within the provisions of this exemption shall only peddle, vend or solicit in connection with an authorized activity of the organization of which they are a member.

- (3) Any member of the United States armed forces who is the holder of a license issued by the Chautauqua County Clerk as provided by § 32 of the General Business Law of the State of New York, as amended or changed.
- C. When the applicant shall have established to the satisfaction of the Village Clerk that they are entitled to one or more of the above exemptions, the Village Clerk shall issue a certificate of compliance stating, among other things, that such person has complied with the requirements of this section. Such certificate shall be carried with the person exercising it and shall be exhibited upon demand.
- D. This chapter shall not apply to interfere unlawfully with interstate commerce.

§ 90-6. Application for license.

- A. Every applicant for a license shall make a written application for such license on forms provided by the Village Clerk which shall include the following:
 - (1) Name, signature, and permanent home address of the applicant.
 - (2) The name and address of the firm or corporation represented, if any, and the name and signature of each corporate officer.
 - (3) The length of time for which the license is required.
 - (4) A proposed service route and hours of operation with a detailed schedule of times and locations where the mobile food unit will be stationary and serving food.
 - (5) A description of the goods, wares, commodities, food or services to be offered, including method and place of sale.
 - (6) Valid identification of the applicant, such as a driver's license or other photo identification.
 - (7) All felonies or misdemeanors with which the applicant has been charged and the disposition of each such charge. The Village of Falconer reserves the right to perform criminal background checks.
 - (8) A letter of authorization appended to the application from the firm or corporation which the applicant purports to represent.
 - (9) A signed statement that the applicant shall hold harmless the Village of Falconer and its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.

(10) Insurance.

- a. The applicant shall furnish a certificate of insurance evidencing that the applicant possesses and maintains such public liability, food products liability, and damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000 per occurrence. The policy shall further provide that it may not be canceled except upon 30 days' written notice served upon the Village of Falconer. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the Village of Falconer.
- b. In addition to the above-required certificate of insurance, the applicant shall also endorse, maintain, and include the Village of Falconer as an additional named insured on its underlying business commercial general liability policy.

(11) A valid copy of all necessary licenses, permits or certificates required by the County of Chautauqua, the State of New York or any subsidiary enforcement agencies or departments thereof, including, but not limited to, a valid department of motor vehicles registration and certificate of inspection and valid driver's licenses of all vehicle operators.

- B. If the applicant has one or more employees, contractors or volunteers, the same information shall be supplied for each employee, contractor or volunteer.

§ 90-7. Issuance and terms of license.

Upon receipt of the application and of the license fees and if satisfied with the applicant's qualifications, the Village Clerk shall issue a license to the applicant specifying the business authorized and the location wherein it may be conducted. Every license shall be subject to the following conditions:

- A. The license shall be issued for a period not to exceed one year, but in any event shall expire on March 31 following the date of issuance.
- B. The license shall not be transferable from person to person.
- C. The license is valid only for the vehicle for which it was issued.

- D. The license shall be in the continuous possession of the licensee while engaged in the licensed business and shall be produced upon the demand of any village official, prospective buyer or law enforcement officer.

§ 90-8. Records to be kept.

The Village Clerk shall keep a record of the application, of the determinations thereon and of all licenses in accordance with this chapter. The record shall contain the name and residence of the person licensed, the location of the business, the amount of the license fees paid and the date of revocation of all licenses revoked.

§ 90-9. Fees.

The fees for all licenses, as established from time to time by resolution of the Village of Falconer Board of Trustees, shall be paid to the Village Clerk for the licenses herein required. All fees are nonrefundable.

§ 90-10. Regulations.

A. A licensed peddler, vendor or solicitor shall:

- (1) Not willfully misstate the quantity or quality of any article offered for sale.
- (2) Not willfully offer for sale any article of an unwholesome or defective nature.
- (3) Not shout, cry out or make any loud or unusual noises for the purpose of selling any food, goods, wares, commodities or services.
- (4) Not chain or otherwise attach any signs, goods, merchandise, chairs, stools or food cart or other equipment used to any tree, hydrant, sign or post, light pole, telephone pole or other street appurtenance or leave any such items unattended on a public street, sidewalk or place. Items left in violation of this subsection shall be seized at the direction of Village personnel.
- (5) Keep the vehicle and/or receptacles used in the furtherance of the licensed business in a sound, clean and sanitary condition.
- (6) Keep edible articles offered for sale well protected from dirt, dust and insects.
- (7) Not frequent any street in an exclusive nature that may cause a private or public nuisance.

- (8) Not dispense products from the street side of a vehicle when parked on a public or private right-of-way.
- (9) Not operate in a location that has the effect of obstructing access to or egress from any structure for the free flow of vehicular and pedestrian traffic.
- (10) Not operate a vehicle in reverse to attempt or make a sale.
- (11) Abide by the New York State Transportation Law and all applicable Parking, Vehicle and Traffic Laws, Ordinances, Rules and Regulations.
- (12) Temporarily move a vehicle or equipment to another location if the approved location is on public property and needs to be used for emergency purposes, snow removal, construction or other public benefits.
- (13) Not sell confectionery or ice cream within 250 feet of any school between the hours of 8:00 a.m. and 4:00 p.m. on school days.
- (14) Comply with all provisions of federal, state and local laws and ordinances.
- (15) Comply with all notices, orders, decisions, rules and regulations made by the Village of Falconer Code Enforcement Officer, Village Clerk, Law Enforcement Agencies, Chautauqua County Health Department or any other local, state or federal department and/or agency.

B. The following regulations shall apply to vendors operating mobile food units:

- (1) Mobile food vendors shall only operate within the boundaries of the Village Center, Commercial or Industrial zoning districts, or Village-owned property, unless catering on private property with a sign conspicuously posted on the mobile food unit stating, "Private Property – No Sales." A mobile food unit may operate outside of these boundaries, on public streets or within public rights-of-way if it makes intermittent stops for no more than 10 minutes and not less than 200 feet between each stop.
- (2) To operate in an approved location, the vendor shall obtain and provide evidence of permission granted by the owner of the property, in written and notarized form, specifying the day(s), times and specific location(s) for which permission has been granted.

- (3) Approved locations may not be adjacent to or within a radius of 100 feet of the nearest edge of any building or section of a building comprising a licensed food establishment, excluding any patio, awning or temporary enclosure attached thereto, the kitchen of which is open for serving food to patrons. This requirement may be waived if the application includes the written consent of the proprietor of the adjacent food establishment.
- (4) Mobile food units may be operated by the vendor during hours as approved by the property owner. However, vendors may not operate mobile food vehicles:
 - a. Before 8:00 a.m.; or
 - b. After 9:00 p.m., Sunday through Thursday; or
 - c. After 10:00 p.m. on Friday and Saturday.

The Village Clerk may modify the license or certificate of compliance to allow a variance from these limitations during Village permitted, recognized or sponsored festivals or special events that operate outside these hours.

- (5) Any mobile food unit operating outside of an approved route, at an unauthorized location or beyond the hours for which the operation has been permitted, shall be deemed operating without a permit in violation of this ordinance.
- (6) All signage shall be permanently affixed to the mobile food unit except each vehicle may use one sandwich board sign no larger than six square feet per side.
- (7) All mobile food units shall be equipped with trash receptacles of a sufficient capacity and shall be changed as necessary to prevent overflow or the creation of litter or debris. All trash, waste, litter, and debris shall be removed from the site of the vending operation at the end of each daily operation.
- (8) No alcohol, tobacco or cannabis products may be sold or dispensed from mobile food units.
- (9) It shall be unlawful to discharge liquid waste, fats, oils or grease on the land. Such discharges shall be held in appropriate containers and then disposed of in a legally permissible manner.
- (10) Mobile food units shall not conduct operation from a site that contains a gasoline service.

- (11) Mobile food vehicles that also meet the definition of a “mobile food preparation vehicle” as defined in the New York State Uniform Fire Prevention and Building Code shall be inspected annually by the Code Enforcement Officer for compliance with all applicable requirements.
- (12) All required permits and/or licenses shall be posted conspicuously on the mobile food unit.
- (13) Each mobile food vehicle shall be registered as a commercial vehicle with a state department of motor vehicles and hold an unexpired certificate of inspection.
- (14) When parked on a public or private right-of-way, a mobile food unit shall not operate within sixty (60) feet of an intersection with another public or private right-of-way boundary.
- (15) No mobile food unit shall operate within 500 feet of the boundary line of any festival or special event that is permitted, recognized or sponsored by the Village of Falconer, except when the vendor has obtained approval by the Board of Trustees.
- (16) Any mobile food unit being operated without a valid mobile food unit permit issued by the Village, shall be deemed a public safety hazard, and may be ticketed and impounded.
- (17) No mobile food unit shall be parked on the street overnight or left unattended and unsecured at any time food is kept in the mobile food unit. Any mobile food unit which is found to be unattended, shall be considered a public safety hazard and may be ticketed or impounded.

§ 90-11. Enforcement.

Primary enforcement of the regulations contained in this chapter shall be the responsibility of the Village Code Enforcement Officer or their designee. Matters concerning licensing shall be the responsibility of the Village Clerk. Matters concerning the Vehicle and Traffic Law, the New York State Transportation Law, illegal parking, and trespassing shall be the responsibility of the appropriate law enforcement agencies. If the Village Code Enforcement Officer determines an issue to be a police matter, the Code Enforcement Officer shall refer that issue to the Police Department. The Village Code Enforcement Officer shall administer this chapter and be authorized to issue appearance tickets for a violation of this chapter.

§ 90-12. Revocation of license or certificate of compliance.

- A. Licenses or certificates of compliance issued under the provisions of this chapter may be revoked by the Village Clerk upon consultation with the Village Attorney, Village Code

Enforcement Officer and/or the Ellicott Police Department. If the licensee has one or more employees, agents or contractors, the revocation hereunder shall apply to all. Revocation may occur for the following reasons:

- (1) Fraud, misrepresentation, or false statement contained in the application for license or certificate of compliance.
 - (2) Fraud, misrepresentation, or false statement made while carrying on the business as peddler, vendor, or solicitor.
 - (3) Any violation of this chapter.
 - (4) Conviction of any crime or misdemeanor involving moral turpitude.
 - (5) Conducting the business of peddling, vending or soliciting in an unlawful manner or in such a manner as to constitute a breach of the peace or as to constitute a menace to the health, safety, or general welfare of the public.
 - (6) Any breach of stipulations or conditions specified in the license, if any, or any deviation from the terms and agreements upon which a license has been granted as provided herein.
- B. Notice of the hearing for revocation of a license or certificate of compliance shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed to the licensee's last known address at least ten days prior to the date set for the hearing.
- C. The Village Clerk, upon receiving information providing reasonable cause to believe that the holder of any license issued hereunder has violated any provisions of this chapter or has been convicted of any violation referred to in this section or has been indicted or charged with or for any crime or offense or has been convicted of any crime or offense, may forthwith temporarily suspend such license until a hearing is held, as provided herein, and the Village Clerk shall have issued a determination thereon.
- D. If the licensee has one or more employees, contractors or volunteers, the revocation hereunder shall apply to the licensee and all employees if either the licensee or any one or more of the licensee's employees, contractors or volunteers are determined to be in violation of this chapter.

§ 90-13. Appeals.

- A. Any person aggrieved by the action of the Village Clerk in the denial of an application for a license, as provided in this chapter, or in the decision of the Village Clerk with reference to the revocation of a license, as provided in this chapter, shall have the right to appeal to the Village of Falconer Planning Board. Such appeal shall be taken by filing, within 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The Village Planning Board shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to the applicant's last known address at least five days prior to the date set for the hearing.
- B. Should any person affected by this chapter suffer an unnecessary hardship in the carrying out of the strict letter of this chapter, such person may apply to the Planning Board in writing for a variance from strict compliance with this chapter, with proof of such unnecessary hardship. For the purposes of this chapter, unnecessary hardship shall not be the mere delay in being permitted to make an application or waiting for a decision on the application for a permit.
- C. The decision and order of the Village Planning Board on such appeal shall be final and conclusive.

§ 90-14. Eligibility for new license or certificate of exemption restricted.

Any person denied a license or certificate of compliance or whose license or certificate of compliance has been revoked in accordance with § 90-12 of this chapter shall be ineligible to apply for a new license or certificate of compliance for a period of six months from the date of such denial or revocation unless the applicant shows that the conditions upon which such action was based have been remedied or removed.

§ 90-15. Penalties for offenses.

Any person who violates any provision of this chapter shall be guilty of a violation. Each violation shall be punished by a fine not to exceed \$250 or by imprisonment for a period not to exceed 15 days, or both. In addition, such person shall incur a civil penalty of \$50 for each day on which violation continues.

§ 90-16. Severability.

The invalidity of any section or provision of this Local Law shall not invalidate any other section or provision of this Local Law.



FALCONERFIREDEPTNY

NFIRS Data Summary for
February 01 2025, through February 28 2025

Number of incidents: 67
Average Response Time: 00:10:58
Average Incident Duration: 00:54:36
Average Number Of Responders Per Incident: 3
Average Number Of Apparatus Per Incident: 0

Number of Fire incidents: 11
Average Fire Response Time: 00:10:53
Average Fire Incident Duration: 00:51:26
Average Fire Number Of Responders Per Incident: 7
Average Fire Number Of Apparatus Per Incident: 0

*In the incident reports within the date range of this report, 0 of the 67 incident reports did not specify whether the incident was a fire incident or a rescue/EMS incident because that data entry option did not exist when those reports were entered.

Number of Rescue/EMS incidents: 56
Average Rescue/EMS Response Time: 00:11:00
Average Rescue/EMS Incident Duration: 00:55:34
Average Rescue/EMS Number Of Responders Per Incident: 3
Average Rescue/EMS Number Of Apparatus Per Incident: 0

*In the incident reports within the date range of this report, 0 of the 67 incident reports did not specify whether the incident was a fire incident or a rescue/EMS incident because that data entry option did not exist when those reports were entered.

Top 20 Incident Types

Incident Type	Number of Incidents	Average Response Time	Average Number of Responders	Average Number of Apparatus	Average Incident Duration
611 Dispatched & canceled en route.	28	00:00:00	1	0	00:00:00
321 EMS call, excluding vehicle accident with injury.	23	00:10:57	4	1	00:53:15
322 Motor vehicle accident with injuries.	2	00:15:00	7	1	02:03:30
571 Cover assignment, standby, moveup.	2	00:12:00	5	1	00:42:30
735 Alarm system sounded due to malfunction.	2	00:12:00	5	1	00:55:30
114 Chimney or flue fire, confined to chimney or flue.	1	00:12:00	16	1	00:24:00
116 Fuel burner/boiler malfunction, fire confined.	1	00:04:00	15	1	00:42:00
554 Assist invalid.	1	00:00:00	2	1	00:37:00
352 Extraction of victim(s) from vehicle.	1	00:12:00	11	1	00:38:00
651 Smoke scare, odor of smoke.	1	00:10:00	11	1	00:32:00
118 Trash or rubbish fire, contained.	1	00:15:00	9	1	00:24:00
733 Smoke detector activation due to malfunction.	1	00:17:00	6	1	00:52:00
324 Motor vehicle accident with no injuries.	1	00:12:00	9	1	00:35:00
522 Water or steam leak.	1	00:08:00	4	1	01:58:00
142 Brush or brush-and-grass mixture fire.	1	00:08:00	7	1	01:00:00
ALL OTHERS	0	00:00:00	0	0	00:00:00

→ over

Mutual aid for Feb 2025

Aid Given:

Kennedy - 7

Fluvanna - 3

Jamestown - 3

Freshburg - 1

Gerry - 2

Aid Received:

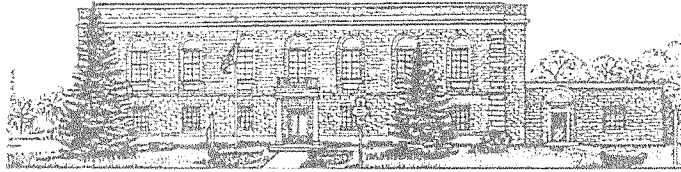
Medic 74 - 3

Gerry - 2

Kennedy - 5

Alster - 13

Village of Falconer



101 West Main Street
Falconer, New York 14733

Phone (716) 665-4400

Email: falconer@netsync.net

Fax (716) 488-9224

CODE ENFORCEMENT DEPARTMENT MONTHLY REPORT FOR February/March

To Members of the Village Board of Trustees, below is a summary of activity since the last Village Board Meeting:

	THIS MONTH	YEAR TO DATE
Building Permit Fees Collected:	\$175.00	\$250.00

Building Permits Issued:

- 25-004, 136 E. Elmwood Ave Ron Fiorella garage addition permit \$50.00
- 25-005, 125 N. Ralph Ave Alan Gustafson Interior remodel permit \$125.00

Highlights:

- * 56 E. Main St. Jim Sirianno to break ground this spring for a 3 phase project for retail buildings
- * Talked to Dunkin Donuts ready to get going on the old M&T building this spring
- * Carmella Rosario had her 3 bay garage demolished on Richard Ave behind Waddingtons and fenced in

Respectfully Submitted,
Paul Capitano, Code Enforcement Officer

To: Mayor and Village Board of Trustees
From: Avery Faulkner
Re: Work Report for February to March 2025

Streets

Snow plowing
Snow removal
Tree trimming
Hauling Salt
Clearing drains due to rain/flooding
Cold patching potholes

Equipment Service & Repair

Fabrication of plow parts
Grader Repairs
Multiple plow repairs
Tire replacement
M401 NYSI

Parks

Check dog waste bags and garbage
Building checks

Fire Hall

Generator-weekly test

Highway Garage/Exempts

DPW painting interior of shop

Community Building

Working in CB to update the Main office, clean and install ceiling tiles
Office furniture delivered and built
D and S Library door installation soon
Install new Handicap opener on main entrance
Cleaning carpets for CB/Library

Informational/Pending

Historian works on photo albums and going through pictures

FALCONER PUBLIC LIBRARY

101 West Main Street Falconer, NY 14733 (716) 665-3504 Fax (716) 665-5320
www.falconerlibrary.org

FALCONER PUBLIC LIBRARY BOARD REPORT FEBRUARY 10, 2025 – MARCH 10, 2025

The annual state library report was submitted on February 14th. It has been reviewed by staff from the Chautauqua Cattaraugus Library System with very few questions being asked of us. Excellent record keeping by Senior Library Clerk, Sandy Thies and financial information from Treasurer, Paula Spunaugle, were very beneficial to Laurie in completing the report.

The library is displaying the artwork of local home school families for the month of March. The open house/reception for the participants and their families is on Saturday, March 8th from 10:00 AM – 11:00 AM.

The Grange has invited us for its annual “Library Day” lunch on Monday, March 10th. Laurie will present information about events that are happening at the library, as well as hearing from other local librarians and their events. Historian, Brenda Cavallaro met with a group from the Grange at the library on February 12th. They are preparing for the Grange’s 150th Anniversary Open House that will be held at the library on April 30th from 2:00 PM – 5:00 PM.

Mike Latone Jr. of D&S Glass and representatives of Alexander Construction met with DPW Superintendent, Avery Faulkner to discuss the replacement of the front door on Monday, March 3rd. We are planning on this project being complete by the beginning of June.

Our staff is busy preparing for our summer reading program. The theme for this year is “Color Our World”.

The next meeting of the Falconer Public Library Board will be held on Thursday, March 13th at 8:00 AM.

Resolution: 7-2025 Budget Modifications

RESOLVED, that the Village Treasurer is hereby authorized to make the following amendments to the 2024-2025 General Fund Budget:

Parts for Bucket Truck Shared Expense with Towns

REVENUES

Increase: A1710 Public Works \$701.22

APPROPRIATIONS

Increase: 5110.2 Equipment \$701.22

Reimbursement received from Lakeview Cemetery

REVENUES

Increase: A2770 Misc Income \$1211.45

APPROPRIATIONS

Increase: 3410.4 Contractual Fire Dept \$1,211.45

Transfer funds from Fire Maintenance Reserve Fire Hall Overhead Doors

Revenues

Increase: a917 Unassigned Fund Balance \$17,650

Appropriations

3420.4 Fire Hall Maintenance Contral \$17,650

Role:

AG _____ TD _____ AC _____ AM _____ JJ _____

VILLAGE OF FALCONER

BUDGET-MODS/FORECAST FY 2024/25

			FY	ACTUAL	FY 24/25	FORECAST	FY
			2024/25	LEDGER	TOTAL	24/25	2025/26
			BUDGET	AT	FORECAST	BUDGET	PROPOSED
				2/19/25	EXPENSES	VARIANCE	BUDGET
Trustees	1010.1	Personal Service	9,600	5,200	2,400	2,000	9,600
	1010.4	Contractual	3,500	176		3,324	2,500
		Total Trustees	13,100	5,376			12,100
Mayor	1210.1	Personal Service	7,200	4,200	1,800	1,200	7,200
	1210.2	Equipment	300			300	300
	1210.4	Contractual	2,500	845	1,655		2,500
		Total Mayoral	10,000	5,045			10,000
Code Enforcement	8664.1	Personal Service	48,000	30,114	13,077	4,809	46,616
	8664.2	Equipment	500			500	500
	8664.4	Contractual	4,500	2,004	40		4,500
		Total Code Enforcement	53,000	32,118			51,616
Treasurer/Clerk	1325.1	Personal Service	92,000	60,693	28,600	2,707	99,500
	1325.2	Equipment	2,500				2,500
	1325.4	Contractual	21,000	17,923	357		25,000
		Total Treasurer/Clerk	115,500	78,616			127,000
Law	1420.1	Personal Service	14,000	7,583	3,250	3,166.70	13,000
	1420.4	Contractual	15,000	10,878			15,000
	1420.6	Legal Expenses-Annexation	20,000	9,890	27		2,000
	1420.7	Legal Expenses-Economic Develop.	5,000				5,000
	1420.9	Legal Expenses-Water/Waste Water	500				500
		Total Law	54,500	28,352			35,500
Building & Grounds	1620.1	Personal Service	10,224	6,562	3,348	315	12,000
	1620.2	Equipment	6,000	275	598		15,000
	1620.4	Contractual	6,000	12,650	2,234		19,429
	1620.42	Cameras (ARPA)	-				
	1620.45	Fire Alarm System (ARPA)	-				
	1620.476	Natural Gas	4,500	619	2,600		4,500
	1620.477	Electricity	4,500	2,627			5,200
	1620.478	Telephone	3,500	2,292			3,500
	1620.479	Water & Sewer	500	629.83			1000
		Total Building & Grounds	35,224	25,655			60,629

			2024/25 BUDGET	LEDGER AT 2/19/25	TOTAL FORECAST EXPENSES	24/25 BUDGET VARIANCE	2025/26 PROPOSED BUDGET
Unallocated Insur.	1910.4	Unallocated Insurance	48,500	42,587		5,913	48,500
Taxes	1910.44	Tax Expense	7,300	7,116		184	7,300
	1950	Taxes - Village Properties	530	595.63		-65.63	750
		Total Unallocated Insurance & Taxes	56,330	50,299		6,031	56,550
Animal Control	3020.42	Contractual	18,000	3,412	1,104	13,484	10,000
		Total Animal Control	18,000	3,412			10,000
Fire Protection	3410.2	Equipment	22,695	4,358			19,195
	3410.22	Ambulance Billing	40,000	6,779	920		40,000
	3410.4	Contractual	60,918	49,026	292		61,527
	3410.43	Cordless Tools (DEC Grant)	-				
	3410.48	FEMA Grant	-	78,212			
Fire Station	3420.1	Personal Service	4,000	1,337			4,090
	3420.4	Maintenance/Supplies	8,109	11,905	1,665		8,109
	3420.41	Bay Floor Maintenance (C Region)	-				
	3420.42	Fire Alarm System (ARPA)	-				
	3420.42	Insurance	24,838	26,141		-1,303	30,500
	3420.476	Natural Gas	4,345	486	2,696	1,163.11	4,346
	3420.477	Electric	4,420	2,758			4,420
	3420.478	Telephone	4,360	2,815	1,179		4,000
	3420.479	Water & Sewer	1,125	1,595			2,500
Fire Chief	3620.4	Contractual	2,200	1,440	720		2,200
		Total Fire Department	177,010	186,852			180,887
		Fire Department Excl. Ambulance Billing	137,010	180,073			140,887
Maint. of Roads	5110.1	Personal Service	264,513	186,926	72,815		284,600
	5110.2	Equipment	18,900	211,077	1,280		50,000
	5110.4	Contractual	93,000	57,875	8,942		95,800
	5110.43	Maintenance of Equipment	22,200	20,715	1,485		22,440
	5112.2	CHIPS - Mod to Act	65,000	152,181			95,000
DPW Garage	5132.2	Equipment	1,200	563	637		1,500
	5132.4	Contractual	5,500	2914	2,586		5,500
	5132.42	Fire Alarm System (ARPA)	-				
	5132.45	Building Painting (ARPA)	-				
	5132.41	Utilities	14,140	4,600	1,705		14,140
Street Lighting	5182.4	Electric	30,000	22,339			35,000
		Total DPW	514,453	659,190			603,980

			2024/25 BUDGET	ACTUAL LEDGER AT 2/19/25	TOTAL FORECAST EXPENSES	24/25 BUDGET VARIANCE	2025/26 PROPOSED BUDGET
Economic Dev.	6989.4	Slicktext & Other Economic Dev.	750	232.94	115.89	401.17	465
		Total Economic Development	750	232.94			465
Parks & Recreation	7140.1	Personal Service (Playground Staff)	29,871	19,430		10,441	48,200
	7140.2	Equipment	7,000		7,000		7,000
	7140.4	Contractual	14,000	12,068		1,932	25,000
	7140.42	Park Security	12,000	875		11,125	12,000
	7140.45	Farmers Market	3,000	298		2,702	5,000
	7140.46	Park ARPA	-				
			65,871	32,671			97,200
	8120.4	Sanitary					2000
Storm Sewers	8140.4	Contractual	2,000	1929.43		71	3,000
Refuse	8160.46	Refuse & Garbage	95,000	70,666	23,250	1,084	95,000
		Total Storm Sewers & Refuse	97,000	72,595		1,155	100,000
Beautification	8510.4	Beautification/Tree Services	9,300	6,590	2,710		15,000
Planning Board	8510.41	Planning Board & Other	300			300	300
CDBG	8668	Grant Expenses	896			896	
		Total Community Beautification, PB, CDBG	10,496	6,590			15,300
Employee Benefits	9010.8	State Retirement	44,000	64,517		-20,517	65,500
	9030.8	Social Security - 7.65% Pers. Svcs.	36,000	24,804			40,000
	9040.8	Workers Compensation	6,305	6,305			6,079
	9051	Unemployment Insurance	-	11		-11	
	9055.8	Disability Insurance	1,200	631		569	1,200
	9060.8	Hospital & Medical Insurance	110,000	37,197			110,000
	9089.8	Other EE Benefits	-				
		Total Employee Benefits	197,505	133,465			222,779
Transfers	9901.9	Falconer Public Library	95,880	47,940	47,940		95,880
	9916.9	Community Building Reserve	25,000		25,000		55,000
	9950.9	Fire Truck & Command Veh. Reserve	69,174		69,174		74,569
	9951.9	Fire Maintenance Reserve	6,750		6,750		6,750
	9953.9	Street Equipment Reserve	35,000		35,000		69,120
		Total Transfers	231,804	47,940	183,864		301,319
		TOTAL APPROPRIATIONS	1,650,543				1,704,438

VILLAGE OF FALCONER		FY	ACTUAL	FY 24/25	FORECAST	FY
BUDGET-MODS/FORECAST FY 2024/25				TOTAL		
		2024/25	LEDGER	FORECAST	24/25 BUDGET	
		BUDGET	AT	Revenues	VARIANCE	2025/26
			2/19/25			PROPOSED
						BUDGET
A1001	REAL PROPERTY TAX LEVY	900,923	851,572	49,351		905,270
A1081	PAYMENTS IN LIEU-TAX{Schedule	53,511	66,254		12,742.89	68,254
A1090	INTEREST & PENALTIES(P-Txs)	4500	2,909		(1,591)	3200
A1120	SALES TAX - CHAUT CO. Budget~94.75% FY 22/23	371,692	312,794	92,923	34,025	374,000
A1170	FRANCHISES	13,000	12,709		(291)	13,000
A1255	CLERK FEES	800	675			800
A1560	FIRE INSPECTION FEES					
A1589	OTHER PUBLIC SAFETY	40000	56,810			40,000
A1710	PUBLIC WORKS SERVICE(A5110.4)		2,693	701.22	3,394	
A2001	PARKS-Pavillions	2000	1,550	150	300	1700
A2189	FEHMA GRANT		78,212		78,212	
A2262	FIRE PROTECTION- TOWN	75,591	75,591			77,488
A2401	INTEREST ON INVESTMENT	82,000	91,297	20,450		85,000
A2410	RENTAL OF REAL PROPERTY	250	250			250
A2590	BUILDING PERMITS	2,200	2,309			2200
A2705	GIFTS AND DONATIONS					
A2680	INSURANCE RECOVERIES		5,986		5986	
A2265	SALE-EQUIP (MODIFIED TO A5110.2 & TRANSFER		889		889	
A2770	MISC INCOME		33,970		33970	
A3001	STATE RELATED "AIM"/AIM NY	20,276	20,276			20,276
A3005	MORTGAGE TAX	13,300	12,207		1,093.45	12,500
A3501	CHIPS Direct Exps MODIFIED to A5112.2	65,000	148,151			95,000
A3589	CHAUT CO (SNOW/ICE-road exp)	5,500		5500		5,500
	TOTAL REVENUES	1,650,543	1,777,103			1,704,438
	Total excluding FEHMA GRANT		1,698,891			

VILLAGE of FALCONER/TOWN-ELLCOTT
 BUDGETS---2025/2026

FIRE DEPARTMENT EXPENSES

	YR-2026 TOWN ELLCOTT	YR-2025/26 VILLAGE FALCONER	FY 25/26 TOTAL	FY 24/25 BUDGETED	FY 23/24 BUDGETED	FY 22/23 BUDGETED	FY 21/22 BUDGETED	FY 20/21 BUDGETED
SM-EQUIPMENT 3410.2	\$10,557	\$8,638	\$19,195	\$22,695	\$22,695	\$22,250	\$20,600	\$20,600
CONT A/C 3410.4	33,840	27,687	61,527	60,918	60,918	59,724	55,160	55,160
F HALL MAINT A/C 3420.	4,460	3,649	8,109	8,109	8,109	7,950	7,350	7,275
INSURANCE-TRUCKS,EI	16,775	13,725	30,500	24,838	17,350	16,524	15,300	15,300
INS: 3/1/23-3/1/24 19,419 less dividend ??\$\$			84.58%		15.67%			
CHIEF EXP	1,210	990	2,200	2,200	2,200	2,160	2,000	2,000
CUSTODIAN [5hrs/Wk @\$15.0	2,250	1,840	4,090	4,000	3,763	2,059	2,059	1,305
5hrs/WK@ \$15.50 Jan-May			98.64%		226.08%			
UTILITIES	8,396	6,869	15,265	14,678	14,250	13,775	12,755	12,755
TOTAL OPERATING EXPEN	77,488	63,398	140,887	\$137,438	129,287	124,442	115,224	114,395
					15.3%	8.0%	0.7%	2.0%
COMMAND VEHICLE**TC	1,444	1,181	2,625	2,625	2,625	2,500	2,500	2,500
FIRE TRUCK RES	89,697	73,388	163,085	151,095	140,605	133,910	131,280	131,280
MAINT-HALL RES	8,250	6,750	15,000	15,000	16,180	15,410	15,110	15,110
TOTAL-RESERVE DISTRIBI	99,391	81,319	180,710	\$168,720	159,410	151,820	148,890	148,890
						2.0%	0.0%	2.0%
GRAND TOTALS	\$176,879	\$144,717	\$321,597	306,159	\$288,697	276,262	264,114	263,285
	55.00%					4.6%	0.3%	2.0%
TOWN-PAYMENT DUE APPROX:FEB/MAR-2025:				Prop Tax Cap-FY				
OPERATING EXPS:	77,488	63,398		1.0200%				
RESERVE FUNDS:	99,391	81,319						
GRAND TOTAL PAYMENT DUE	176,879	144,717						

Village of Falconer Farmers' and Artisans' Market

2025 Participation Rules and Regulations

Market Season:

Every Saturday from June 7th through August 23rd, 2025

10:00am-4:00pm in Davis Park

All Market vendors must apply and be accepted prior to setting up and vending. The Falconer Farmers' and Artisans' Market Manager (FFAMM) will be responsible for selecting market participants.

The term "vendor", as used herein, is someone who brings to market at least 75% of product(s) grown or produced directly by the vendor; this includes wineries and breweries. The term "artisan", as used herein, means someone who makes and sells handmade items at the Market. Other vendors will be approved at the discretion of the market manager. "Locally" is defined as products grown, raised or created in Western NY or Western PA.

MARKET PRODUCTS

1. All vendors must present copies of all appropriate licenses, permits and certificates to FFAMM prior to the start of the market season.
2. Products offered for sale must be of the highest quality. **Please submit a representative photo of the items you plan to sell with your vendor application.** If in the opinion of the FFAMM a vendor offers an inferior product, the vendor may be asked to withdraw the product(s).
3. Once approved to sell items of a specific product, a vendor may add products for sale should they fit within the approved category. For example, if a vendor is approved to sell vegetables, any type can be added without approval. However, they cannot add fruit bread or cut flowers if they were only approved to sell vegetables.
4. The market manager may schedule a farm visit at any time during the market season. Participating farms and the market manager must arrange the visit at a mutually convenient time if a visit is requested. Any farmer refusing a farm visit will result in immediate dismissal from the market.
5. Because of the complex Health Department regulations involving sampling, no sampling will be permitted at the market.

MARKET OPERATIONS

1. The 2025 Falconer Farmers' and Artisans' Market will operate every Saturday from 10am-4pm starting May 31st through August 23 in Davis Park. May 31st will be a no-charge soft opening of the market.
2. The market is open to approved farms, bakeries, wineries, craft breweries, artists, and crafters.
3. **All vendors must be ready by 9:30am.** Vendors may set-up between 8:00am and 9:30am at the discretions of the vendor. It is the responsibility of the vendor to arrive on-time to provide ample set-up time.
4. It is mandatory all vendors stay until the market closes at 2pm, unless all products have been sold.
5. If customers arrive at the market prior to the 10am opening, vendors may accommodate those sales at their discretion. Vendors should not occupy their space no later than 1-hour after the market closes.
6. Vendors must notify the market manager if unable to attend no later than 2:00pm on the Friday before the market day. (Email: clerk@falconerny.gov or call the office at 716-665-4400)
7. Smoking/vaping within market boundaries and or use of alcohol or illegal drugs is prohibited.

PRICING

Pricing of all products sold at the market is the responsibility of the individual vendor/artisan. Vendors and artisans are not permitted to give away products for free or at a below-cost pricing, thus undercutting the potential sales of other vendors/artisans.

NON-PROFIT ORGANIZATIONS

Non-profit organizations (service clubs, churches, school organizations) are welcome to participate free of charge for fundraising purposes only.

VENDOR GUIDELINES

1. Vendors supply their own tables, chairs, stand and/or canopy as needed. Tents must be properly weighted down to prevent tents from lifting in case of high winds.
2. **All vendors must maintain a clean and presentable booth at all times.** All spaces must be free of debris at the close of the Market.
3. All vendors must dress appropriately for the Market.
4. Vendors are required to have a visible sign or banner displayed stating the name of their business.
5. All products must be properly marked, priced and visible to customers upon Market opening.
6. Vendors are responsible for obtaining and visibly posting any and all necessary state and county permits & licenses that are legally required to operate their business.
7. Each vendor represents the integrity of the Falconer Farmers' and Artisans' Market. Customers are key to the success of the Market. All vendor employees must exhibit quality customer service at all times.
8. Flea market and garage sale items are not suitable for this venue and will not be permitted.

VENDOR SPACE ALLOCATION

1. Allocation of spaces are at the discretion of the FFAMM. Vendor seniority, product for sales and full season vs. daily vendors are factored into space allocation.

VENDOR FEES

1. The 2025 fee structure is as follows:
 - a. Season (12 weeks) = \$100.00
 - b. Per individual week = \$10.00
2. Vendor application fees must be paid when an agreement is submitted.
3. It is expected that all vendors participate in market days mutually agreed upon. Vendors who do not alert the FFAMM of an absence are subject to violations.

LIABILITY INSURANCE

All vendors must provide proof of liability insurance to FFAMM prior to selling at the market.

VIOLATIONS

1. 1st violation: Review of Falconer Farmers' and Artisans' Market Regulations with the Market Manager.
2. 2nd violation: Warning letter on behalf of FFAM and one week market suspension.
3. 3rd violation: Indefinite suspension for remainder of the season.

RULES AND REGULATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

Village of Falconer Farmers' and Artisans' Market

2025 Vendor Application

Market Season:

Every Saturday from May 31st through August 23rd, 2025

10:00am - 4:00pm in Davis Park

Business Name: _____ Contact Name: _____

Mailing Address: _____

Business Number: _____ Cell Number: _____

Email Address: _____ Website address: _____

Please list the names of other staff operating your booth this season. _____

Products Offered: _____

(Please submit representative photos of items you plan to sell with this application)

The sale of produce requires proof of insurance

Please select the dates that you wish to sell at the market:

- | | | | | |
|---------------------------------------|----------------------------------|----------------------------------|-----------------------------------|------------------------------------|
| <input type="checkbox"/> All | <input type="checkbox"/> June 14 | <input type="checkbox"/> July 5 | <input type="checkbox"/> July 26 | <input type="checkbox"/> August 16 |
| <input type="checkbox"/> May 31 (N/C) | <input type="checkbox"/> June 21 | <input type="checkbox"/> July 12 | <input type="checkbox"/> August 2 | <input type="checkbox"/> August 23 |
| <input type="checkbox"/> June 7 | <input type="checkbox"/> June 28 | <input type="checkbox"/> July 19 | <input type="checkbox"/> August 9 | |

Vendor Fees - \$100 for all weeks or \$10 per week of participation

- May 31 will be a soft opening and no charge to vendors
- Please make check payable to: Village of Falconer

This application does not guarantee your acceptance to the Falconer Farmers' and Artisans' Market. We reserve the right to prohibit anyone from participating at the market. By signing this application, the applicant releases the Village of Falconer from all liability, costs and damages which could arise from participating in the Falconer Farmers' and Artisans' Market.

By signing this application, the applicant hereby agrees to abide by the rules of the Falconer Farmers' and Artisans' Market and that the information provided is correct and accurate.

Name: _____ Signature: _____

Date: _____

Please sign and return this application to:

- Mail: Village of Falconer, 101 W. Main Street
- Email: clerk@falconerny.gov

Please refer all questions to the village office: 716-665-4400 or clerk@falconerny.gov

**#8-2025 NEGATIVE DECLARATION RESOLUTION
VILLAGE OF FALCONER SANITARY SEWER SYSTEM IMPROVEMENTS PROJECT**

WHEREAS, the Village of Falconer is proposing the Village of Falconer Sanitary Sewer System Improvements Project (Project), located in the Village of Falconer, Chautauqua County, New York; and

WHEREAS, the Project has been classified as an “Unlisted Action” as defined by the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Village of Falconer completed a coordinated environmental review informing requested interested and involved agencies of the Village’s desire to act as the Lead Agency; and

WHEREAS, the Village of Falconer Village Board has considered the significance of any potential environmental impacts per the SEQRA Regulations and completed the appropriate SEQR documentation for the project.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Falconer Village Board hereby established itself as Lead Agency for the Project; and

BE IT FURTHER RESOLVED, that based on review of the SEQR documents, SEQR regulations, interested and involved agency comments, and other available supporting information, the Village Board hereby determines that the Project will not have a significant adverse impact on the environment and will not require the preparation of a Draft Environmental Impact Statement; and

BE IT FURTHER RESOLVED, that as a result of such findings, the Village Board hereby directs the Mayor to sign the FEAF Part 3 of SEQR indicating that a Negative Declaration has been issued for the Project; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote, and upon roll call, the vote was as follows:

James Jaroszynski, Mayor ____
Alan Gustafson Jr., Trustee ____
Timothy Dunn, Trustee ____
Anthony Cavallaro, Trustee ____
Nikki Pierce Trustee ____

The foregoing resolution was thereupon declared duly adopted.

Date: 3/10/2025

I hereby certify that this resolution was adopted on 3/10/2025 and is recorded in the Meeting Minutes of the Village of Falconer.

Cynthia Capestrani, Village Clerk

Project : Date :

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Refer to the attached supporting information document for additional details on on the environmental impacts of this project.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Refer to the attached Part 3 supporting information.

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

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

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

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

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

Name of Action: Village of Falconer Sewer System Improvements Project

Name of Lead Agency: Village of Falconer Village Board

Name of Responsible Officer in Lead Agency: James Jaroszynski

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

**Village of Falconer Sanitary Sewer System Improvements Project
Chautauqua County, New York**

**SEQR FEAF Part 3
Supporting Information**

March 2025

Prepared by:
Square Engineering, D.P.C.

Prepared for:
Village of Falconer
101 West Main Street
Falconer, NY 14733

1. Impact on Land

- 1.a. Based on data from the US Department of Agriculture Web Soil Survey (WSS) portions of the project may occur in areas where the depth to the groundwater table is less than 3 feet. A majority of sanitary sewer system improvements are anticipated to be trenchless rehabilitation that require no or minimal ground disturbance. The improvements requiring open trenching will generally include temporary disturbance for sewer main replacement. Any excavation where the groundwater table is less than 3 feet will follow proper dewatering techniques to ensure there is no contamination of groundwater resources.
- 1.b. Based on data from the US Department of Agriculture Web Soil Survey (WSS) portions of the project area have slopes greater than 15%. The improvements in these areas will be temporary in nature and disturbance will be returned to pre-construction conditions. A SWPPP will be developed for the project and proper erosion and sediment control will be required during construction to limit soil erosion in areas with steep slopes.
- 1.e. Due to the size of scope of the project it is anticipated to take longer than one year to complete. A winter shutdown is anticipated to be required due to weather conditions. The project will be scheduled appropriately to ensure that all work started in the first year is fully completed before the winter shutdown.
- 1.f. Temporary increases in erosion may occur during construction. The project is anticipated to include over one acre of disturbance, and a Stormwater Pollution Prevention Plan (SWPPP) will be prepared and followed throughout construction. Erosion and sediment control measures will be required throughout construction to limit impacts. All areas disturbed by sewer main replacement will generally be restored to pre-construction conditions, including grading and surface conditions.

2. Impact on Geological Features

No impacts to geological features have been identified. The proposed project will not result in the modification, destruction of, or inhibit access to any unique or unusual land forms.

3. Impacts on Surface Water

- 3.d. The proposed project may have a minor temporary impact on freshwater wetlands or the beds or banks of other waterbodies. Impacts to wetlands will be minimized to the furthest extent possible. A majority of sanitary sewer system improvements are anticipated to be trenchless rehabilitation that require no or minimal ground disturbance. If open cut trenching is necessary, all required permitting and construction techniques will be followed to restore surface conditions per regulatory standards (NYSDEC, USACE, etc.). Wetland delineations will be completed in the preliminary design phase of the project to determine the exact impact the project could have on wetlands.

- 3.e. The proposed project may result in a minor increase of turbidity in nearby waterbodies due to construction activities. These increases are anticipated to be temporary with no permanent impacts post construction. Impacts will be minimized to the furthest extent possible. It is anticipated a SWPPP will be required for the project which will detail erosion and sediment control practices that must be followed through construction.
- 3.h. The proposed project may result in temporary increases in soil erosion. Refer to 3.e. above for mitigations.

4. Impact on Groundwater

No impacts related to groundwater have been identified. The proposed action will not result in new or additional use of groundwater.

5. Impact on Flooding

- 5.a. The proposed project may include improvements located in a designated floodway. These will generally include installation of sewer main along several roads within the Village. These improvements are not anticipated to have a permanent impact on the floodway since the sewer main is located underground and surface disturbance will be temporary in nature. The finished grade will be returned to pre-construction conditions when the improvements are completed. Trenchless sewer main installation techniques will be utilized when crossing any streams or waterbodies to limit surface disturbance. All improvements will be constructed per required regulatory agency requirements.
- 5.b. The proposed project may include improvements located within the mapped 100-year floodplain. Refer to 5.a. above for mitigations.
- 5.c. The proposed project may include improvements located within the mapped 500-year floodplain. Refer to 5.a. above for mitigations.

6. Impacts on Air

No impacts related to air emissions have been identified. The proposed project will not require an air emission permit.

7. Impact on Plants and Animals

- 7.b. The proposed project may result in a minor reduction or degradation of habitats used by rare, threatened, or endangered species due to the potential for some clearing required to complete the proposed improvements. Per the US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) system, it was determined that the northern long-eared bat (endangered), clubshell (endangered), northern riffleshell

(endangered), raved bean (endangered), and monarch butterfly (candidate) are all located within the vicinity of the proposed project. The NYSDEC Environmental Resource Mapper did not indicate that there were any imperiled mussels or significant natural communities, however the mapper did indicate that rare plants and animals were noted to be in close proximity to the project area. Clearing or impacts to natural habitats will be limited to the furthest extent possible. All required regulatory agency coordination and additional habitat assessments will be completed, if necessary, during the design phase of the project.

- 7.d. The proposed project may result in a minor reduction or degradation of habitats used by species of special concern, per NYS or the Federal government. Refer to 7.b for impacts and mitigation.
- 7.g. The proposed project may result in some tree clearing and disruption of nesting/breeding, foraging, or over-wintering habitats for species within the project area. This will be dependent on the final location of these improvements which will be determined during the design phase of the project. Impacts to natural habitats are anticipated to be minor and will be avoided to the furthest extent possible.

8. Impact on Agricultural Resources

- 8.a. Based on data from the US Department of Agriculture Web Soil Survey (WSS), there are multiple locations within the proposed project area that include soils classified as prime farmland or farmland of statewide importance. The proposed project is anticipated to have minor to no impact on these soils. Sewer main improvements will largely occur within the right-of-way along existing roadways. Disruption to existing lands used for agriculture or farming is not anticipated and will be avoided to the furthest extent possible.

9. Impact on Aesthetic Resources

- 9.a. The construction of the proposed project will be temporarily located in the vicinity of local scenic resources (Harris Hill State Forest). The State Forest is located 4.9 miles away from the Village, so impacts will mostly consist of visible impacts on the roads leading toward the forest, and not the forest itself. This impact will largely include construction vehicles, temporary trenching for sewer main installation, and other construction related activities. Since sewer main will be installed below grade, there will be no permanent visible impacts to the area where sewer main will be installed. All surface grades and finish will generally be restored to pre-construction conditions after the sewer main is installed. The new infrastructure will be similar to the existing and is not anticipated to have a negative impact on scenic or aesthetic resources.

- 9.d. The proposed project will result in temporary visual impacts on residents travelling throughout the Village, using recreational resources, or tourism based activities. This impact will largely include construction vehicles, temporary trenching for sewer main installation, and other construction related activities. Since sewer main will be installed below grade, there will be no permanent visible impacts to the area where sewer main will be installed. All surface grades and finish will generally be restored to pre-construction conditions after the sewer main is installed. The new infrastructure will be similar to the existing and is not anticipated to have a negative impact on scenic or aesthetic resources.

10. Impact on Historic and Archaeological Resources

- 10.a. Based on review of the SHPO Cultural Resource Information System (CRIS), the proposed project will be located in the vicinity of various eligible buildings and historic districts including the Falconer Public Library (Former Falconer Fire Hall) and Jamestown Container Corporation. Improvements near these buildings and historical districts are anticipated to only include sewer main rehabilitation which is largely anticipated to include trenchless rehabilitation that requires no or minimal ground disturbance. A majority of improvements will be located within the right-of-way in previously disturbed ground. All disturbance related to sewer main replacement will be returned to pre-construction conditions following completion of the project. There are not anticipated to be any permanent impacts to or near the eligible historic properties or within the various historic districts. The project has been submitted to SHPO for consultation and coordination is ongoing. SHPO has requested that additional design documents are submitted once the exact location of infrastructure is known. Coordination with SHPO will continue throughout the duration of the project and any requirements will be followed.

11. Impact on Open Space and Recreation

No impacts to open space and recreational opportunities have been identified. The proposed project is not anticipated to result in a reduction of parks, recreational areas, or open space resources.

12. Impact on Environmental Areas

No impacts to critical environmental areas have been identified. The proposed project is not located near any critical environmental areas.

13. Impact on Transportation

No impacts to transportation have been identified. The proposed project will not result in any permanent impacts to roads, traffic patterns, or pedestrian accommodations. Minor impacts may occur during construction and are anticipated to be short-term in nature.

14. Impact on Energy

No impacts on energy have been identified. The proposed project will not cause an increase in the use of any energy form.

15. Impact on Noise, Odor, and Light

15.a. The proposed project will result in an increase in noise levels during and throughout construction. The increase in noise levels is anticipated to only occur during typical work hours (Monday-Friday, 7am-5pm). The increase will be temporary in nature and is anticipated to only have a minor impact on the community.

16. Impact on Human Health

16.a The proposed project is located within 1,500 feet of various schools, hospitals, group homes, or childcare centers including Falconer Central School District, Harvey C Fenner Elementary, Foster Grandparent Program, Hultquist Place, and Lutheran Jamestown. The proposed improvements will not have a negative impact on human health from exposure to new sources of contamination. Impacts to the facilities listed above are anticipated to be minimal.

17. Consistency with Community Plans

The proposed project is consistent with current community plans.

18. Consistency with Community Character

No impacts to community character have been identified. The proposed project will not impact community character. Sewer main improvements will be installed underground and surface conditions will largely be restored to pre-construction conditions following completion of the project.

PAINT CHQ

WE WANT TO HEAR FROM YOU!

Community Engagement Workshops

**MARCH 11th &
MARCH 12th**

SHERMAN Workshop

TUE., 3/11/2025, 11:00AM

@ THE CORNERSTONE

DUNKIRK Workshop

TUE., 3/11/2025, 5:00PM

@ SUNY FREDONIA CIED

FALCONER Workshop

WED., 3/12/25, 5:00PM

@ FIREMEN'S EXEMPT HALL

WESTFIELD Workshop

WED., 3/12/25, 11:00AM

@ PATTERSON LIBRARY

Learn
More about
PAINT CHQ



LOCAL LAW NO. 1 OF 2025

A LOCAL LAW AMENDING THE BOUNDARIES OF THE ZONING DISTRICTS AS DEFINED IN ARTICLE 2, SUBSECTION 134-6.1 OF THE ZONING CODE OF THE VILLAGE OF FALCONER, NEW YORK

Be it enacted by the Village Board of the Village of Falconer, New York, pursuant to the authority and provisions of §10 of the Municipal Home Rule Law and §7-725a of the New York State Village Law, as follows:

1. INTENT. Amend the boundaries of the Zoning Districts as defined in Article 2, §134-6.1 of the Zoning Code of the Village of Falconer, New York.

2. ZONING MAP AMENDMENTS

(a) The Village Zoning Map is hereby amended so that the zoning districts of the following parcels are changed from R-Residential to VC-Village Center.

PARCEL #	STREET ADDRESS
371.07-2-23	66 East. Main Street
371.07-2-37	66 East. Main Street
371.07-2-42	66 East. Main Street
371.07-2-47	116 East Main Street
371.07-2-48	116 East Main Street
371.07-2-59.1	47 East Everett Street
371.07-2-58.1	47 East Everett Street
371.07-2-57.1	47 East Everett Street
371.07-2-59.2	47 East Everett Street

(b) The Village Zoning Map is hereby amended so that the zoning districts of the following parcels are changed from MR-Mixed Residential to C-Commercial.

PARCEL #	STREET ADDRESS
371.10-5-16	Across from 82 Carter Street
371.10-5-20	82 Carter Street

(c) The Village Zoning Map is hereby amended so that the zoning districts of the following parcels are changed from MR-Mixed Residential to I-Industrial.

PARCEL #	STREET ADDRESS
371.11-3-44	97 Lister Avenue
371.11-3-38.1	97 Lister Avenue

(d) The amendments in this section shall apply to the entirety of each of the described parcels notwithstanding any prior split-zoning of said parcels.

3. CONFLICTING STATUTES.

All local laws or ordinances or parts of local laws or ordinances in conflict herewith are hereby repealed.

4. SEVERABILITY

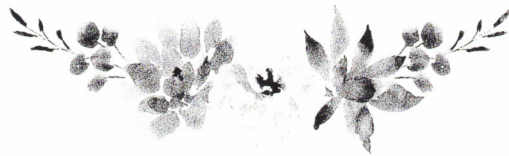
Should any clause, sentence, paragraph, subdivision, section or other part of this local law be adjudicated by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or other part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and to this end, the provisions of each section of this local law are hereby declared to be severable.

5. EFFECTIVE DATE

This Local Law shall be effective immediately upon filing with the New York State Secretary of State.

Thank You

FOR YOUR KIND EXPRESSION OF SYMPATHY.



Dear Village of Falconer Mayor, Board of Trustees, and Staff,

Thank you for your gift of money. We appreciate your thoughtfulness as well as your prayers and support during the past few months.

Emily was very proud to be a member of this village and was a strong supporter of its businesses and activities.

Your kindness has brought us comfort and will always be remembered.

Again, thank you!

The Family of Emily Lodestro

Village of Falconer
General Fund Abstract #10
March 10, 2025

Date	Name	Item	Account	Original Amount
03/10/2025	Ahlstrom Schaeffer Electric Corporation	Inv 29324 Installed two new garag door openers at the fire hall	3420.4 · Station - Maint./Supplies	1,850.00
03/10/2025	AT&T Mobility	Wireless	3420.44 · Station - Telephone	62.65
03/10/2025	Barmore Sellstrom	Inv 1-GS283614 2 Goodyear PC Winter Trac	5110.2 · Maintenance of Roads- Equipment	714.42
03/10/2025	Matthew Abbey	Monthly contractual agreement	3510.4 · Animal Control - Contractual	258.00
03/10/2025	Amherst Exterminators	Inv 248676 Integrated Pest Management Inspection and Serv	3510.4 · Animal Control - Contractual	65.00
		Inv 248681 Integrated Pest Management Inspection and Serv	3510.4 · Animal Control - Contractual	55.00
03/10/2025	Allied Alarm Services	Inv 113217 Monitoring of Fire system	3410.4 · Fire Protection - Contractual	195.00
		Inv 113216 Monitoring of Fire system	5110.4 · Maintenance of Roads - Contract	195.00
		Inv 113212Monitoring of Fire system	1620.4 · B&G-Contractual	245.00
03/10/2025	Blue Collar Workwear	Inv Inv 80045868 Carhartt clothing	5110.4 · Maintenance of Roads - Contract	48.00
		Inv 80046019 Safety Toe Footwear	5110.4 · Maintenance of Roads - Contract	166.00
03/10/2025	Cindy Capestrani	Reimbursement of RX & Copays	9060.8 · Hospital & Medical Insurance	1,052.06
03/10/2025	Casella Waste Systems, Inc.	Monthly Contractual Agreement	8160.4 · Refuse and Garbage -Contractual	7,750.00
03/10/2025	CHAUTAUQUA COUNTY LANDFILL	Disposal of cardboard and other misc	1620.4 · B&G-Contractual	20.00
03/10/2025	CINTAS	Inv 9290087362 sd eyewash service agreement	5110.4 · Maintenance of Roads - Contract	97.85
		Inv 9294489295 sd eyewash service agreement	5110.4 · Maintenance of Roads - Contract	97.85
		Inv 99298513812 sd eyewash service agreement	5110.4 · Maintenance of Roads - Contract	97.85
		Inv 9302655490 sd eyewash service agreement	5110.4 · Maintenance of Roads - Contract	97.85
		Inv 9306924955 sd eyewash service agreement	5110.4 · Maintenance of Roads - Contract	97.85
		Inv 9310847664 sd eyewash service agreement	5110.4 · Maintenance of Roads - Contract	97.85
		Inv 5254254001 Ibuprofen, tweezers	5110.4 · Maintenance of Roads - Contract	40.60
03/10/2025	Culligan Water Conditioning	5 Bottles of water	1325.4 · Treasurer - Contractual	55.19
03/10/2025	CYNCON Equipment	Inv 97482 Lateral Cylinder spacer, screw hex cap	5110.2 · Maintenance of Roads- Equipment	170.26
03/10/2025	Erie County Comptroller's Office	Natural Gas	1620.41 · B&G-Natural Gas	917.55
		Natural Gas	3420.42 · Station -Natural Gas	801.47
		Natural Gas	5132.41 · Garage - Utilities	701.17
		Natural Gas	1620.4 · B&G-Contractual	821.89
		Natural Gas	3420.42 · Station -Natural Gas	783.34
		Natural Gas	5132.41 · Garage - Utilities	684.55
03/10/2025	Charter Communications	Spectrum Business TV	3410.4 · Fire Protection - Contractual	33.00

Village of Falconer
General Fund Abstract #10
March 10, 2025

03/10/2025	Eagle Radio Technologies	Inv 69133 Service call for Med Radio will not transmit	3410.2 · Fire Protection - Equipment	125.00
03/10/2025	Falconer Central School	January billiung for Harris Beach	1420.41 · Law - Cont. Annexation	26.56
03/10/2025	Fastnel	Inv NYJAM365231 Drill Set, Nylock	5110.2 · Maintenance of Roads- Equipment	179.53
		INV NYJAM364627 5/8 11 x 2.5 PB DOM	5110.4 · Maintenance of Roads - Contract	35.42
03/10/2025	FIREMATIC	Inv INSTN10159 401 Replaces 2 lights on rear of truck	3410.4 · Fire Protection - Contractual	1,287.00
		Inv INESCV10163 Univeral Green 5 - 5 gallon	3410.4 · Fire Protection - Contractual	1,211.45
		Inv INTSTN10160 Annual Maintenance for 402	3410.2 · Fire Protection - Equipment	18,211.68
		Inv INTSTN10160 Annual Maintenance for 402	3410.4 · Fire Protection - Contractual	5,483.94
03/10/2025	HCH INTERIORS	INV 022825 CARPET TILE FOR OFFICES	1620.04	4,757.00
03/10/2025	H.H. Rauh Paving Inc.	Inv 1373 Cold Patch	5110.4 · Maintenance of Roads - Contract	60.80
		Inv 1383	5110.4	149.42
03/10/2025	Home Depot Credit Services		5132.4 · Garage -Contractual	31.64
		Textured Ceiling Tiles	1620.2 · B&G- Equipment	463.60
		Simple green, rachet strap	5110.4 · Maintenance of Roads - Contract	79.38
		shop towels, glue, step ladder	5132.2 · Garage -Equipment	318.97
		Construction Master Calculator	8664.4 · Code contractual	39.97
		Batteries, tote, blinds	1620.4 · B&G-Contractual	122.91
03/10/2025	MT&T Credit Card	Dream Host, Zoom, File folders, binder divders deposit tickets,	1325.4 · Treasurer - Contractual	101.39
		Slick Text	6989.4 · S-Text & Other Econ Develop	36.76
		Appliance sliders,	1620.2 · B&G- Equipment	142.91
		Parts Bunn coffee maker	3420.4 · Station - Maint./Supplies	13.98
03/10/2025	MAC Truck Parts	inv I404691 Gasket, axle	5110.2 · Maintenance of Roads- Equipment	11.76
03/10/2025	MOSCA DESIGN	Inv 42778 Hardware for banners, 8 banners	A688 · Other Liabilities - ARPA	1,404.79
03/10/2025	MedEx Billing, Inc.	Billed for 7 claims	3410.22 · Ambulance Billing	210.00
03/10/2025	Phil's Auto Plaza	Inv 65930 NYS Inspection	3410.4 · Fire Protection - Contractual	21.00
03/10/2025	Plyer	Inv SVC0044744 2 Overhead door	3420.4	15,800.00

Village of Falconer
General Fund Abstract #10
March 10, 2025

03/10/2025	Post Journal	Newspaper Subscription	1325.4 · Treasurer - Contractual	216.00
03/10/2025	Rexel	Inv s141840275.001 LED15t848	5110.4	370.37
03/10/2025	The Sherwin Williams Co	Inv 0786-0 Paint for Clerk/treasurer Office	1620.4 · B&G-Contractual	155.70
		Inv 0885 ASE LTX GL EW	5132.4 · Garage -Contractual	-55.28
		Inv 1178-9 PI Precat EG ex White	5132.4 · Garage -Contractual	249.05
		Inv 0761-3 PI Precat EG ex White	5132.4 · Garage -Contractual	303.67
		Inv 0784-5 PI Precat EG ex White	5132.4 · Garage -Contractual	249.05
		Inv 0831-4 PI Precat EG ex White	5132.4 · Garage -Contractual	249.05
		Inv 0861-1PI Precat EG ex White	5132.4 · Garage -Contractual	304.33
03/10/2025	Southern Tier Graphics Inc.	Inv 10557 Set up apple business	5110.4 · Maintenance of Roads - Contract	190.00
		Inv 10557 fix pdf issue for clerk	1325.4 · Treasurer - Contractual	71.25
03/10/2025	SOUTHERN TIER HEALTH CARE SYSTEMS, INC	Inv PHI-4150 EMSChart	3410.22 · Ambulance Billing	247.70
		Inv PHI-4529 EMSChart	3410.4 · Fire Protection - Contractual	247.54
		Inv PHI-4533 EMSChart	3410.4 · Fire Protection - Contractual	215.20
03/10/2025	Strate Welding Supply Co., Inc.	Inv 431153 oxygen	3410.4 · Fire Protection - Contractual	13.52
		Inv 448546 oxygen	3410.4 · Fire Protection - Contractual	13.50
03/10/2025	James B. Schwab Co	Inv 1652585 Toner	1325.2 · Treasurer - Equipment	15.00
03/10/2025	Bryce Webster	Stipend	3420.46 · Station - Fire Chief - Contr	760.00
03/10/2025	WB MASON	Inv 252096356 Toilet Tissue, towels, disinfectant	1620.2 · B&G- Equipment	223.03
		Inv 252096356 Toilet Tissue, towels, disinfectant	3410.4 · Fire Protection - Contractual	79.99
		Inv 252096356 Toilet Tissue, towels, disinfectant	5110.4 · Maintenance of Roads - Contract	54.00

Total of General Fund Abstract #10 March 10, 2025

72,771.78

The above listed claims having been presented to the Board OF TRUSTEES of the above named Village, and having been duly audited and allowed in the amounts as shown on the above mentioned date, your are herby authorized and directed to pay to. I have hereunto set my hand as CLERK of the above Village

Date: _____

CLERK: _____

Village of Falconer
Cemetery Abstract # 10

March 10, 2025

<u>Date</u>	<u>Name</u>	<u>Item</u>	<u>Account</u>	<u>Original Amount</u>
03/10/2025	Moon Meadow Farm, LLC	Burial	8810.43 · Grave openings	650.00

Total Cemetery Abstract # 9 February 10, 2025

650.00

The above listed claims having been presented to the Board OF TRUSTEES of the above named Village, and having been duly audited and allowed in the amounts as shown on the above mentioned date, your are herby authorized and directed to pay to. I have hereunto set my hand as CLERK of the above Village

Date: _____ CLERK: _____

Village of Falconer
Library Abstract #10
March 10, 2025

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Original Amount</u>
03/10/2025	FNBO	Stamps	7410.23 · Other Misc	146.00
03/10/2025	Brenda Cavallaro	Meetings, filing projects	7410.45 · Library - Anderson/Rosch Trust	120.00
03/10/2025	Amazon Capital Services	Books	7410410 · Library - Books	844.54
		Cardstock and toner	7410430 · Library Supplies	79.87
Total of Library Abstract # 10 March 10, 2025				1,190.41

The above listed claims having been presented to the Board OF TRUSTEES of the above named Village, and having been duly audited and allowed in the amounts as shown on the above mentioned date, your are herby authorized and directed to pay to. I have hereunto set my hand as CLERK of the above Village

Date: _____ CLERK: _____

Village of Falconer
General Fund Hand Items Abstract #9
February 10,2025

<u>Date</u>	<u>Name</u>	<u>Amount</u>
2/10/2025	Will Torres (Painting of Office @ CB)	1000
3/1/2025	Independent Health	3886.38
3/1/2025	ISI Infinity Group	114.79
3/1/2025	Guardian	582.18
3/1/2025	Principal Life insurane	48
3/1/2025	The Hartford	123.8
3/1/2025	AFLAC	194.64
Total Abstract #10 Handchecks March 10, 2025		5949.79

The above listed claims having been presented to the Board OF TRUSTEES of the above named Village, and having been duly audited and allowed in the amounts as shown on the above mentioned date, your are herby authorized and directed to pay to. I have hereunto set my hand as CLERK of the above Village

Date: _____ CLERK: _____